

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

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SC Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

The Honorable J. Derham Cole, Jr., Circuit Court Judge

Sylecia McIntyre,

Appellant,

v.

Westwood Townhomes,

Respondent.

Appellate Case No. 2025-002087

INITIAL BRIEF OF APPELLANT

Sylecia McIntyre

Appellant, Pro Se

1855 E. Main Street, Suite 14-219

Spartanburg, South Carolina 29307

syleciamcintyre@gmail.com

(864) 266-5077

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INTRODUCTION

This appeal concerns a residential ejectment judgment, an appeal commenced before any undertaking was imposed, and the Circuit Court's later handling of the undertaking, preserved merits, and requests for protective relief.

I. PRESERVED MERITS DISPUTES BEFORE THE EJECTMENT JUDGMENT

In her July 22, 2025 Answer and Motion to Dismiss, Appellant denied default, asserted payment and tender of payments, and challenged service of process. She also raised landlord noncompliance, habitability and sanitation failures, delayed possession, retaliation and harassment, abuse of access, misallocation of housing subsidies, security-deposit and prepaid-rent disputes, credits, setoffs, counterclaims, and damages. Answer and Motion to Dismiss, pp. 1–11. Those merits disputes preceded the August 1 ejectment judgment and were carried into Appellant's appeal.

Party identity and authority were contested from the outset. The lease named Westwood Townhouses, while the ejectment was prosecuted as Westwood Townhomes. Appellant submitted ownership, entity-status, and registered-agent materials, disputed that she held a rental account with the named Respondent, and requested proof of Respondent's legal relationship to the contracting landlord and its authority to enforce the lease and maintain the account. Answer and Motion to Dismiss, pp. 1–11 and attached public-record exhibits.

Appellant also preserved claims to security and collateral funds, alleged interest or earnings on those funds, prepaid amounts, unearned income, and related accounting and setoff remedies. Her submissions included a sworn affidavit about representations concerning earnings on security or collateral. She had invoked the lease's grievance procedure concerning accounting, access, security-deposit handling, federal housing requirements, and other disputes. According to

Appellant's filings, the grievance remained unresolved when ejectment proceeded. These were not claims first created by the later appellate undertaking.

II. MERITS APPEAL, CONTINUING INJUNCTIVE RELIEF, AND THE LATER UNDERTAKING

The Magistrate Court entered judgment of ejectment on August 1, 2025. Appellant filed her merits appeal and requests for declaratory, stay, temporary restraining, and injunctive relief on August 4. Following approval of her in forma pauperis request, the appeal was docketed in Circuit Court on August 14. These filings continued the defenses, counterclaims, and damages preserved before judgment, and alleged continuing retaliation and harassment while review was pending.

No appellate undertaking had been imposed when the merits appeal commenced. The Magistrate Court conducted a separate undertaking proceeding on August 22, 2025; Appellant separately contested that determination. The merits appeal therefore predated the undertaking. The two related tracks concerned review of the underlying ejectment judgment and review of the subsequently imposed undertaking, not a replacement of the former by the latter.

III. OCTOBER PROCEEDINGS, DISMISSAL, AND APPELLATE REMAND

At the October 9 hearing, the clerk announced four pending motions, including the undertaking-modification request under S.C. Code Ann. § 27-40-800(d) (2025); Appellant also expressly requested consideration of her corrected amended injunction. Oct. 9 Tr. p. 3, lines 3–5; p. 4, lines 15–17. Instead of deciding what modification, if any, was appropriate, the Circuit Court focused on whether Appellant had paid the earlier magistrate undertaking and dismissed the appeal. The October 10 order deemed the other motions moot. Oct. 10 Order, p. 1.

The Court of Appeals thereafter stayed ejectment and remanded for an expedited hearing on the motion to stay and for determination of any further-appellate undertaking under S.C. Code Ann. § 27-40-800(f)(1) (2025). Court of Appeals Stay Order, p. 1. That undertaking determination did not itself decide the underlying preserved merits, counterclaims, damages, or requests for injunctive relief.

IV. FEDERAL HOUSING COMPLIANCE, ACCOUNTING, AND THE \$631 DETERMINATION

Before the November 17 remand hearing, Appellant objected to inconsistent charges, unreconciled payment tenders, an incomplete ledger, and the absence of verified banking and subsidy records. Her September 16 Notice of Omission and Objection to Defective Lease and Ledger demanded an accounting from lease inception. Under S.C. Code Ann. § 27-40-210(18), a security deposit is money held in trust; Appellant requested underlying First Citizens Bank records, trust-account information, utility documentation, and the disposition of each tendered payment. She further sought reconciliation of housing assistance, deposits, prepaid rent, credits, setoffs, alleged interest or earnings, and any security interest or claim for return of unearned income.

Appellant also demanded the applicable USDA/Rural Development Form RD 3560-8 tenant certification, the utility allowance, and records concerning Rental Assistance or Interest Credit. She objected that an unidentified 'Resident Ledger (NON HAP)' calculation sheet did not identify a financial institution, landlord, account holder, or responsible entity and did not reconcile assistance payments with tenant charges. She filed an Affidavit of Performance and further motions seeking a sworn return and suppression or correction of the disputed bond.

At the November 17 hearing, no testimony was taken and no exhibits were marked. Nov. 17 Tr. p. 2, lines 3–4. The Circuit Court nevertheless selected \$631 monthly based on the amount appearing in the lease, without findings resolving Appellant's tender, accounting, utility-allowance, tenant-contribution, and program-status objections. Id. pp. 17–25. On November 18, Respondent's counsel acknowledged that pages 6 and 7 containing the rent formula had been omitted from the pre-hearing lease exhibit. The later-supplied pages left the Rental Assistance and Interest Credit Plan II status boxes blank and did not include the referenced Form RD 3560-8 certification. Respondent's Supplemental Memorandum, p. 1; Supplemental Lease, pp. 6–7.

V. CONTINUING INJUNCTIVE RELIEF AND THE POST-STAY EMERGENCY MOTION

Appellant's requests for injunctive relief began with the merits appeal and continued during the undertaking proceedings. Her later October 20 Emergency Motion for Temporary Restraining Order and Rule to Show Cause addressed distinct alleged conduct after the Court of Appeals' stay, including lockout or exclusion, self-help eviction, property loss or damage, and retaliation. It was supported by a sworn Affidavit of Fact and Preservation of Documentary Evidence. Appellant called that motion to the Circuit Court's attention at the November 17 hearing. Nov. 17 Tr. p. 4, lines 14–19. The hearing ended without a ruling on that separately scheduled motion.

Appellant had also requested administrative review, corrective action, reassignment, and supervisory intervention through filings of October 22 and 23, before the remand hearing. Those requests are part of the preservation history, but the allegations in them are not independent findings of judicial misconduct.

VI. RELIEF REQUESTED

Appellant requests reversal or vacatur of the challenged orders and a remand with specific instructions. She asks for adjudication of Respondent's identity and authority, service of process, the preserved merits and grievance issues, defenses, counterclaims, damages, and continuing requests for injunctive relief, including the post-stay emergency motion. Any periodic undertaking should be based on competent evidence of the applicable tenant certification, rental-assistance or interest-credit status, utility allowance, bank and trust records, actual payments and tenders, deposit and prepaid balances, credits, setoffs, and the correctly calculated periodic obligation. Appellant also requests findings sufficient for review, neutral reassignment if authorized, suitable stay protection, and retention of appellate jurisdiction to the extent permitted. The requested factual determinations are for the court on remand, not findings Appellant asks this Court to make in the first instance.

STATEMENT OF ISSUES ON APPEAL

1. Whether the Circuit Court erred by failing to adjudicate the merits issues carried into Appellant's appeal under Rule 18, SCRMC and S.C. Code Ann. § 18-7-10, including her preserved contention that the wrong statutory framework governed the residential tenancy, together with challenges to Respondent's identity and authority, service, tenant grievance rights, landlord noncompliance, counterclaims, and damages.
2. Whether the Circuit Court erred by treating the later-imposed undertaking as enforceable and case-ending before adjudicating Appellant's previously filed requests for temporary restraining and statutory injunctive relief, including relief directed to the undertaking, and by subsequently treating those requests as moot.

3. Whether the Circuit Court erred by conducting a modification proceeding under S.C. Code Ann. § 27-40-800(d) without determining what modification, if any, was appropriate, and instead dismissing under the general bond-and-dismissal theory advanced under S.C. Code Ann. § 27-37-130, despite the preserved contention that Chapter 40 controlled.
4. Whether the Circuit Court failed to comply with the Court of Appeals' remand and S.C. Code Ann. § 27-40-800(f)(1) (2025) by selecting a \$631 periodic undertaking without resolving the Rural Development tenant contribution, \$150 utility allowance, Rental Assistance or Interest Credit status, Form RD 3560-8 certification, disputed account, payments and tenders, or the incomplete pre-hearing and supplemental lease submissions.
5. Whether the Circuit Court erred by failing to adjudicate Appellant's separately filed Emergency Motion for Temporary Restraining Order and Rule to Show Cause alleging post-stay conduct distinct from earlier injunctive requests, when the motion had been scheduled and was expressly brought to the court's attention at the November 17, 2025 hearing.

STATEMENT OF THE CASE

Respondent commenced this residential ejectment action in Spartanburg County Magistrate Court on July 16, 2025, alleging nonpayment of rent. At the time, Appellant maintained that a hearing under Section 29 of the lease concerning a previously submitted grievance remained pending. Appellant filed an Answer and Motion to Dismiss on July 22, denying default and asserting party-identity and authority objections, improper service, payment and tender, subsidy and accounting disputes, landlord noncompliance, habitability and sanitation issues, delayed possession, retaliation and harassment, prepaid rent, credits, setoffs, counterclaims, and damages. It attached public records about ownership, entity status, agents,

and the Westwood/CAHEC names. Answer and Motion to Dismiss, pp. 1–11 and attached exhibits.

On August 1, 2025, the magistrate entered judgment for Respondent. Magistrate Court Disposition Order p. 1. Appellant filed a Notice of Appeal and Statement of Grounds on August 4, 2025 and also sought declaratory, stay, and injunctive relief. Notice of Appeal pp. 1-4; Statement of Grounds pp. 1-2; Motion for Declaratory Relief pp. 1-2; Motion to Stay pp. 1-2; Motion for Temporary Restraining Order and Preliminary Injunction pp. 1-2.

Following approval of Appellant's in forma pauperis request, the merits appeal was docketed in Circuit Court on August 14, 2025. No undertaking had been imposed when she filed on August 4. The Magistrate Court later conducted an undertaking proceeding on August 22; Appellant disputed that amount without abandoning the pending merits appeal.

The original August 4 appellate papers did not abandon the threshold objections. The Notice of Appeal expressly asserted that "Westwood Townhomes" had not been shown to be a legally registered entity, challenged service of process, and raised HUD/USDA protections. Those objections were identified in the Magistrate Court Notice of Appeal and original Statement of Grounds. Appellant later filed notices concerning deficient or conflicting summonses and a Motion for Service of Process on Plaintiff.

The post-appeal record documented Appellant's continuing objections to enforcement and process while appellate jurisdiction was invoked. It includes a Notice to the Sheriff of Pending Appeal, a Notice to Enforce Appellate Jurisdiction, a Supplemental Memorandum supporting appellate jurisdiction and emergency stay, and exhibits concerning a writ issued while the appeal was pending. It also includes deficient-summons filings, service objections, and later conflicting-summons materials.

After further proceedings concerning the appeal bond, Appellant filed a Notice of Correction on September 16, 2025 striking the earlier jury-trial ground while stating that the remaining grounds continued in full force and effect. On September 29, she filed an Amended Notice of Appeal and an Amended/Supplemental Statement of Grounds. The amended filings again preserved standing/party identity and service and identified the wrong statutory framework, subsidy and rent calculation, accounting, credits, access, habitability, retaliation, damages and prepaid funds, and an ignored grievance procedure. A Supplemental Affidavit to Amended Motion for Injunctive Relief incorporated an Affidavit of Tenant Grievance Procedure explaining Appellant's invocation of Section 29 of the lease and written grievance notices.

The circuit court held a hearing on October 9, 2025. The clerk announced that four motions were before the court. Oct. 9 Tr. p. 3, lines 3-5. The court identified an immediate-hearing request, a transcript-related motion, and a motion to reduce bond, and Appellant expressly requested consideration of her corrected amended injunction. Id. p. 4, lines 15-17. Although § 27-40-800(d) directed the Circuit Court to hear a dispute over the amount or due date of the undertaking and determine what modification, if any, was appropriate, Respondent argued that the appeal should instead be dismissed under S.C. Code Ann. § 27-37-130 for failure to post the magistrate bond. Oct. 9 Tr. pp. 13-14. The court reduced the proceeding to whether the bond had been paid directly to the magistrate, dismissed the appeal, and the October 10 order treated the remaining motions as moot. Oct. 10 Order p. 1.

Appellant appealed the dismissal. On October 13, 2025, the Court of Appeals temporarily stayed the ejection and remanded for an expedited hearing on the motion to stay and determination of any appellate undertaking under S.C. Code Ann. § 27-40-800(f)(1) (2025). Court of Appeals Stay Order p. 1.

After entry of the appellate stay, Appellant filed an Emergency Motion for Temporary Restraining Order and Rule to Show Cause alleging breach of the stay and continuing landlord and self-help conduct. Emergency TRO and Rule to Show Cause pp. 1-13 (filed Oct. 20, 2025). The circuit-court record thereafter contained scheduling documents for two motions set for November 17. Motion-Scheduling Documents pp. 1-2.

On October 22, Appellant filed a Judicial Notice of Statutory Classification and a Judicial Notice and Request for Administrative Review and Reassignment. On October 23, before the November remand hearing, she filed a packet to the Circuit Court Administrative Judge titled Notice of Intent to Seek Writ of Mandamus for Judicial Incompetence and Statutory Misapplication. These filings documented that Appellant was challenging the statutory handling and requesting supervisory or reassignment relief before the November 17 proceeding, rather than reconstructing those objections after the fact.

On November 7, Appellant filed a Memorandum in Support of Motion to Suppress Bond, Affidavit of Performance, Motion to Compel Return with Sworn Affidavit, and Motion to Suppress Bond. The sworn-return filing sought verification concerning the disputed account, ledger, and related authority. After no sworn return was filed, Appellant filed a Notice of Default and Request for Judgment on November 14. These filings did not themselves establish liability; they documented that the amount and evidentiary foundation remained actively disputed before the remand hearing.

Respondent filed a Memorandum on Motion to Stay and to Determine Bond Amount on November 14, 2025, relying on the lease and urging a \$631 undertaking. Appellant filed a written objection on November 17 challenging the lease submission, the absence of a verified

ledger or sworn account, and the unresolved calculation. Her filing was titled Objection to Co-Counsel's Responsive Filing and Improper Lease Submission.

At the November 17 hearing, the clerk announced that two motions were before the court. Nov. 17 Tr. p. 3, lines 3-5. The court acknowledged the Court of Appeals' remand. Id. p. 4, lines 1-12. The certified transcript states that no testimony was taken and no exhibits were marked. Id. p. 2, lines 3-4. The court overruled Appellant's threshold objection, selected \$631 based on the amount appearing in the lease, and entered an undertaking and order. Id. pp. 8-25; Undertaking and Bond to Stay Execution p. 1; Circuit Court Order dated Nov. 17, 2025, pp. 1-3. The emergency TRO and Rule to Show Cause was not adjudicated during the hearing. Nov. 17 Tr. p. 28.

On November 18, Respondent filed a Supplemental Memorandum stating that the lease exhibit attached to its November 14 memorandum had been "inadvertently missing pages 6 and 7" and that those pages contained the rent-calculation formula. Respondent supplied a purported complete lease after the hearing. The supplemental pages contain separate USDA Rental Assistance and Interest Credit Plan II clauses with neither program-status checkbox selected, and the supplemental filing did not include the Form RD 3560-8 tenant certification referenced in the lease provisions. Respondent's Supplemental Memorandum p. 1; Supplemental Lease pp. 6-7.

STATEMENT OF FACTS RELEVANT TO THE ISSUES

From the beginning, Appellant disputed whether the named plaintiff was the entity entitled to prosecute the ejectment or enforce the lease. The July 22 Answer identified "Westwood Townhomes" as the named plaintiff but attached public records reflecting other ownership, management, partnership, and registered-agent entities, including New Westwood Apartments, LLC, Westwood Townhouses, A Limited Partnership, and CAHEC Management,

Inc. Appellant requested proof clarifying the legal identity and authority of the party prosecuting the action. Answer and Motion to Dismiss pp. 2-8 and attached public-record exhibits.

Appellant also challenged service in the July 22 Answer and repeated that ground in both the original and amended Notices of Appeal. The circuit-court record later included a Notice of Deficient Summons, supporting exhibits, a supplemental notice and affidavit, and a Motion for Service of Process on Plaintiff. The circuit court's October dismissal did not adjudicate those preserved threshold objections.

The lease was executed June 8, 2025, and Appellant alleges possession was not delivered until approximately June 10. She raised the late-delivery issue in the July 22 Answer and later Amended Notice. Answer and Motion to Dismiss pp. 9-10; Amended Notice of Appeal p. 2. The Answer also alleged unresolved maintenance and sanitation conditions, including a malfunctioning refrigerator and plumbing/toilet problems; alleged landlord noncompliance and retaliation; challenged the ledger and amounts claimed; documented emergency lodging and other asserted losses; and requested recognition of damages of no less than \$5,000 while reserving further redress. Answer and Motion to Dismiss pp. 5-11 and attached exhibits.

The lower-court record also reflected an active grievance rather than an agreed rent/accounting position. In Magistrate Court, Appellant filed a Notice of Action and Aggrieved Party asserting a good-faith dispute and requesting accounting. In Circuit Court she filed a Supplemental Affidavit incorporating an Affidavit of Tenant Grievance Procedure, stating that she had invoked Section 29 of the lease through written notices. Her Amended/Supplemental Statement of Grounds expressly identified "Grievance Procedure & Protected Activity Ignored" as an appellate ground.

Before the circuit court dismissed the magistrate appeal, Appellant repeatedly disputed the amount of rent and requested accounting for rent, deposits, subsidies, and the utility allowance. Her September 29 Amended Notice specifically identified 'Subsidy/HUD-USDA Protections,' 'Misrepresentation & Rent Calculation,' and 'Accounting/Ledger Violations' as grounds of appeal. Amended Notice of Appeal pp. 1-2. Her October affidavit stated that she had repeatedly requested a full ledger and that management told her she qualified for a utility subsidy but that the subsidy would instead be applied to rent. Affidavit of Subsidy Misapplication and Ledger Transparency Requests ¶¶ 1-3 (executed Oct. 6, 2025; filed Oct. 9, 2025).

At the November 17 hearing, Appellant disputed that \$631 represented her operative tenant obligation. She explained that the lease amount did not resolve the Rural Development tenant-contribution, rental-assistance, and utility-allowance calculations. Nov. 17 Tr. pp. 18-22. She contended that the applicable utility allowance was \$150 and that, depending on proper rental-assistance assignment, the calculation could produce no rent payable to the landlord and a utility payment to her. Id. pp. 20-22.

Respondent's counsel urged the court to use \$631 because it appeared in the lease. Id. pp. 6, 22-23. When the circuit court asked counsel whether there was a response to the subsidy issue, counsel answered, 'Not really, Your Honor,' characterized Appellant's position as a misreading, and returned to the lease. Id. p. 22, lines 14-25. Counsel further argued that the statute did not require consideration of subsidies and that the lease was the best evidence of rent. Id. p. 23, lines 1-24.

The court then selected \$631. Earlier in the hearing, when Appellant stated that the lease 'stated that it was supposed to been 631,' the court responded, 'Okay. Well, that's the amount of the undertaking.' Id. p. 9, lines 1-11. Later, when Appellant asked what the determination was

based on, the court stated that it was based on the monthly rent payment in the lease. Id. p. 17, lines 3-18. At the end of the dispute, the court again stated that its determination was based on the lease presented to the court. Id. p. 25, lines 1-8.

Appellant also raised direct tenders, funds deposited with the magistrate court, and the absence of a complete ledger or receipts. Id. pp. 9-16. Respondent's counsel acknowledged that funds had been paid into the magistrate court and requested that some of those funds be paid to Respondent. Id. pp. 9-10.

Appellant's September 29 Amended Notice separately identified unlawful access, habitability and sanitation, retaliation, and unresolved damages as grounds of the magistrate appeal. Amended Notice of Appeal p. 2. At the November hearing, when Appellant raised a broken refrigerator and retaliatory conduct, the court responded that those were 'separate matters that are not before this Court today.' Nov. 17 Tr. p. 11, lines 12-22. Appellant immediately pointed to the docket and prior filings asserting habitability, sanitation, harassment and retaliation. Id. pp. 11-12.

STANDARD OF REVIEW

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

A trial court has no authority to exceed or disregard an appellate mandate and must follow the appellate court's directions. *Prince v. Beaufort Memorial Hospital*, 392 S.C. 599, 709 S.E.2d 122 (Ct. App. 2011); *South Carolina Department of Social Services v. Basnight*, 346 S.C.

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

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

PRESERVATION

Rule 18, SCRMC, requires an appeal from magistrate court to include a statement of the grounds for appeal. Appellant's original August 4 Notice expressly identified party standing/legal identity, service of process, and HUD/USDA protections. Her operative September 29 Amended Notice again listed standing and service and further identified the wrong statutory framework, subsidy and rent calculation, credits and offsets, ignored documentary evidence, accounting and ledger failures, delayed possession, unlawful access, habitability, retaliation, and failure to determine damages and prepaid consideration. It also preserved and incorporated issues raised in the Answer and pretrial filings.

The same day, Appellant filed an Amended/Supplemental Statement of Grounds stating that it was submitted to clarify and preserve issues already raised below and in the original grounds rather than to add new claims. It again challenged Chapter 37 rather than Chapter 40, identified the ignored grievance and retaliation issues, and preserved access, habitability, accounting and ledger failures, disputed amounts, and tender and performance. Appellant also filed an Affidavit of Tenant Grievance Procedure and had previously placed party-identity,

service, tender, and grievance materials into the lower-court record. The September 16 Notice of Correction struck the jury-trial ground while leaving the remaining grounds in effect.

The same threshold matters were renewed rather than abandoned. The record contains the previously described service-related filings. Before the November remand hearing, Appellant sought a sworn return concerning the disputed ledger/account and related authority, objected in writing to Respondent's lease submission and absence of sworn proof, and orally told the circuit court that she had requested an affidavit of the ledger and standing and that the rent remained unverified. Nov. 17 Tr. pp. 5, 8-10, 18-25.

Appellant also preserved the procedural concern that the statutory framework itself was being mishandled. Before the November 17 hearing she filed the Judicial Notice of Statutory Classification, requested administrative review and reassignment, and gave notice of intent to seek mandamus based on asserted statutory misapplication. Her February 3, 2026 supplemental filing in this Court further identified the July 22 Answer's damages demand and stated that those damages had not been reconciled or offset against the undertaking, referencing the previously filed statutory-damages affidavit. The lower-court Record on Appeal contains a reference page identifying those February 3 supplemental materials.

The circuit court then ruled adversely. On October 10 it dismissed the magistrate appeal and treated the remaining motions as moot. At the November 17 remand hearing it overruled Appellant's objections to the undertaking, selected \$631, and expressly characterized payment, habitability, retaliation, and related matters as outside the proceeding. Nov. 17 Tr. pp. 8-25. Issues are generally preserved when raised to and ruled upon by the lower court. *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998).

Eubank v. Eubank, 347 S.C. 367, 373 n.2, 555 S.E.2d 413, 416 n.2 (Ct. App. 2001), explains that the raised-to-and-ruled-on requirement calls for an actual ruling, not a favorable one. Appellant relies on the adverse rulings described here; she separately requests an express ruling on the emergency motion that remained undecided.

This appeal therefore does not depend on treating every magistrate motion denial as a separately appealed order or asking this Court to resolve disputed facts in the first instance. Appellant appealed the final magistrate judgment, specifically identified the errors she contended infected that judgment, and then obtained circuit-court rulings that dismissed the appeal, treated pending motions as moot, fixed the undertaking at \$631, and excluded or left unresolved the preserved matters. The requested relief is principally reversal and remand so those preserved threshold and merits issues can be adjudicated under the governing law.

ARGUMENT

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

At the October 9 hearing, Respondent argued that the appeal was controlled by S.C. Code Ann. § 27-37-130 and should be dismissed because the magistrate's lump-sum bond had not been paid. Oct. 9 Tr. pp. 13-14. The circuit court accepted that narrowing and focused the proceeding on whether Appellant had delivered the magistrate bond directly to the magistrate.

The specific residential statute supplied a different procedure. Under the version of S.C. Code Ann. § 27-40-800 governing the 2025 proceedings, subsection (a) required the circuit-court appeal to be heard as soon as feasible; subsections (b)-(d) governed the residential undertaking and modification procedure for the magistrate appeal; and subsection (f)(1) governed the

undertaking on further appeal to the Court of Appeals or Supreme Court. S.C. Code Ann. § 27-40-800 (2025). Section 27-40-920 further provides that Chapter 37 is inapplicable to residential leases insofar as it conflicts with Chapter 40, including the parties' rights and remedies.

Chapter 40 also defines the courts' authority over the residential dispute. Section 27-40-130(a) provides that the circuit and magistrate courts exercise concurrent jurisdiction over landlord conduct governed by Chapter 40 and claims arising from transactions subject to the chapter. Thus, Appellant's Chapter 40 grievance, accounting, access, habitability, retaliation, and related landlord-conduct claims were not outside the courts' statutory competence merely because a bond issue was also pending.

A. The dismissal also left preserved party-identity, authority, and service issues unresolved.

Appellant's July 22 Answer did more than use the label "standing." It specifically denied that the named "Westwood Townhomes" had been shown to possess the legal identity or authority necessary to prosecute the ejectment and supplied the particulars then known to her through ownership, Secretary of State, partnership, and registered-agent records. Rule 9(a), SCRPC, recognizes that legal existence, capacity, or representative authority is placed in issue by a specific negative averment supported by available particulars. Rule 81, SCRPC, makes the civil rules applicable in magistrate court insofar as practicable and not inconsistent with the magistrate rules.

Rule 17(a), SCRPC, separately requires an action to be prosecuted in the name of the real party in interest and provides a procedure for ratification, joinder, or substitution after objection. Appellant's point on appeal is therefore not that the public records automatically compelled dismissal; it is that the identity/authority objection was specifically raised and never adjudicated

or cured on the record before the appeal was dismissed and the disputed lease position was later enforced.

Chapter 40 itself also treats disclosure of ownership and agency as material. Section 27-40-420(a) requires written disclosure, at or before commencement of the tenancy, of the name and address of an owner or a person authorized to act for the owner for service of process and notices, and subsection (b) requires that information to be kept current. S.C. Code Ann. § 27-40-420. Appellant's repeated identity, authority, address, and service objections therefore bore directly on who was entitled to enforce the tenancy and receive or effect process.

Service was likewise a preserved threshold issue. Rule 6, SCRMC, requires service of the summons and complaint together and provides the methods and proof for service in Magistrate Court. Appellant challenged service in her Answer and original and amended Notices of Appeal and later filed the deficient-summons materials and Motion for Service of Process on Plaintiff. The October dismissal bypassed rather than decided that challenge. Reversal would permit the circuit court to adjudicate the preserved party and service issues on the proper record.

B. The October 9 proceeding did not perform the modification inquiry required by § 27-40-800(d).

Section 27-40-800(d) addressed the dispute actually placed before the Circuit Court. If either party disputed the amount of the payment or the due date in the undertaking, the aggrieved party could move for modification before the Circuit Court; upon the motion and notice, the court was required to hold a hearing as soon as feasible and determine what modifications, if any, were appropriate. S.C. Code Ann. § 27-40-800(d) (2025). The following sentence conditioned protection against execution pending that hearing on compliance with the undertaking; it did not

state that the disputed magistrate amount had to be paid first as a condition to filing or hearing the modification motion.

Appellant had filed an Emergency Motion to Reduce Bond on August 22 and a Request for Immediate Hearing on August 25, and the October 9 clerk announced the bond-reduction motion among the matters before the court (Oct. 9 Tr. p. 3, lines 3-5). Yet the court did not determine whether the amount or due date should be modified. It instead reduced the proceeding to a single question: 'is the bond been paid, yes or no,' and dismissed when Appellant answered that she had not paid the disputed amount to the magistrate. Oct. 9 Tr. p. 13, lines 20-25. That disposition bypassed the modification inquiry the residential statute directed the Circuit Court to perform.

The prejudice was immediate. The clerk announced four motions. Oct. 9 Tr. p. 3, lines 3-5. Appellant expressly asked the court to consider her corrected amended injunction. Id. p. 4, lines 15-17. Instead of adjudicating the challenged undertaking amount, declaratory issues, stay request, and injunctive request, the court dismissed the appeal and the October 10 order treated the other motions as moot. Oct. 10 Order p. 1.

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

Because the dismissal rested on the wrong statutory framework, the derivative mootness disposition cannot stand. The Court of Appeals' subsequent remand under § 27-40-800(f)(1) confirms that the residential undertaking statute governed the further appellate stay. The October 10 dismissal should be reversed and the magistrate appeal reinstated for adjudication under Chapter 40.

II. THE CIRCUIT COURT FAILED TO COMPLY WITH THE COURT OF APPEALS' REMAND AND S.C. CODE ANN. § 27-40-800(f)(1) (2025).

The Court of Appeals did not remand merely so the circuit court could repeat the magistrate's earlier bond. Its October 13 order granted a temporary stay and directed an expedited hearing on the motion to stay and determination of any appellate undertaking under § 27-40-800(f)(1). Court of Appeals Stay Order p. 1. The circuit court acknowledged that assignment at the beginning of the November hearing. Nov. 17 Tr. p. 4, lines 1-12.

At the time of the remand, subsection (f)(1) provided that a tenant could stay execution on further appeal by signing an undertaking to pay 'the amount of rent, determined by order of the judge of the circuit court, as it becomes due periodically after judgment was entered.' S.C. Code Ann. § 27-40-800(f)(1) (2025). The word 'determined' required the circuit judge to decide the disputed periodic obligation, not simply copy one party's requested figure.

The transcript identifies the problem directly. No testimony was taken and no exhibits were marked. Nov. 17 Tr. p. 2, lines 3-4. Appellant objected that the rent was unverified, the ledger was incomplete, the lease figure was disputed, payments and tenders had not been reconciled, and subsidy and utility-allowance calculations remained unresolved. Id. pp. 7-22. The court overruled the threshold objection and stated that an undertaking had already been prepared. Id. p. 8, lines 8-24.

When Appellant stated that the lease 'stated that it was suppose to been 631,' the court answered: 'Okay. Well, that's the amount of the undertaking.' Nov. 17 Tr. p. 9, lines 1-11. Later, after observing that the undertaking papers had already been printed, Appellant asked whether the decision had been made ex parte outside of court. The court responded, 'I, I just decided it right -- I've decided it right now.' Id. p. 17, lines 3-13. When Appellant immediately asked what

the decision was based on, the court answered that it was based on the monthly rent payment pursuant to the lease. Id. p. 17, lines 14-18. At page 25, after another objection that there had been no factual determination, the court again stated that its determination was based on the lease presented to the court reflecting \$631. Id. p. 25, lines 1-8.

A trial court must follow the appellate mandate. Prince, 392 S.C. at 605, 709 S.E.2d at 125; Basnight, 346 S.C. at 250-51, 551 S.E.2d at 279. Here the remand required the circuit judge's determination, yet the transcript shows no evidentiary resolution of the disputed periodic obligation. The court did not compare the competing calculations, determine the effect of rental assistance or the utility allowance, reconcile payments and credits, or make findings resolving the dispute.

The corrected Prince decision addresses a remand in which the trial court considered grounds outside its mandate. Its pertinent principle is that the court must perform the task the appellate court assigned. Appellant argues that the November proceeding did not produce the requested determination of a disputed periodic obligation; she does not suggest that the appellate mandate itself conclusively established a zero-rent amount.

The timing reinforces the deficiency. Respondent's November 18 Supplemental Memorandum expressly acknowledged that the lease exhibit filed before the hearing had omitted pages 6 and 7 and that those missing pages contained the formula for determining Appellant's rent. Because those pages were supplied only after the November 17 ruling, they could not have formed part of the evidentiary basis for the determination the court stated it had made 'right now' at the hearing. Respondent's Supplemental Memorandum p. 1 (filed Nov. 18, 2025).

The record also did not establish an agreed \$631 obligation. Section 27-40-60 recognizes that a claim or right arising under Chapter 40 or a rental agreement, if disputed in good faith,

may be settled by agreement. Appellant had invoked the lease grievance process and repeatedly disputed the account, rent calculation, and subsidy treatment. Nothing cited at the remand hearing established an agreement settling that dispute. The court therefore had to determine the periodic obligation rather than treat Respondent's requested number as though it were an agreed figure.

The error is not that the court considered the lease. The error is that it treated the challenged lease figure as conclusive despite an expressly disputed subsidized-rent calculation and competing payment evidence. That was adoption, not determination. The \$631 undertaking should be vacated and the matter remanded for the determination required by the 2025 version of § 27-40-800(f)(1).

III. THE CIRCUIT COURT FAILED TO ADJUDICATE THE SEPARATELY PENDING EMERGENCY MOTION AFTER THE CLERK ANNOUNCED THAT TWO MOTIONS WERE BEFORE THE COURT.

The October 10 order treated the pending October motions as moot solely because the magistrate appeal had been dismissed. Oct. 10 Order p. 1. Once the Court of Appeals stayed the ejectment and remanded, Appellant filed an Emergency Motion for Temporary Restraining Order and Rule to Show Cause alleging breach of the appellate stay and continuing self-help conduct. The packet included an Affidavit of Fact and Preservation of Documentary Evidence and alleged actual notice of the appellate stay to Respondent's counsel and the Spartanburg County Sheriff's Civil Division. The circuit-court file thereafter contained motion-scheduling documents reflecting two motions set for November 17.

The certified transcript confirms that procedural posture. The clerk opened the November 17 hearing by stating: 'Your Honor, we have two motions for this case.' Nov. 17 Tr. p. 3, lines 3-

5. At the outset Appellant expressly referred to 'the motion for the TRO or the bond.' Id. p. 4, lines 14-19. Yet the court treated the remand as confined to the undertaking amount and never adjudicated the separately pending emergency motion.

The distinction matters. The October 20 motion did not merely repeat the amount-of-rent dispute. It sought prospective protection and a Rule to Show Cause concerning alleged conduct after the Court of Appeals entered its stay, including alleged exclusion or self-help, removal or damage of property, retaliation, and law-enforcement participation after notice of the stay. The requested relief included a show-cause hearing and preservation of evidence. Those allegations were not automatically proven by the filing, but the separately scheduled motion required adjudication rather than disappearance from the proceeding.

The November hearing nevertheless ended after the court selected the \$631 undertaking and announced that it would enter an order concerning the stay and undertaking. Nov. 17 Tr. p. 28. The transcript contains no ruling on the separately scheduled Emergency TRO and Rule to Show Cause. A refusal to exercise discretion based on an erroneous understanding of the court's authority is an abuse of discretion. *State v. Smith*, 276 S.C. at 498, 280 S.E.2d at 202.

Peek v. Spartanburg Regional Healthcare System, 367 S.C. 450, 454–55, 626 S.E.2d 34, 36 (Ct. App. 2005), recognizes the role of a preliminary injunction in protecting a claimed right pending resolution of the merits, upon the required showing of irreparable harm, likelihood of success, and inadequate remedy at law. Appellant does not claim *Peek* required an automatic injunction; it supports consideration and a ruling on a properly presented request for temporary protection.

The appropriate remedy is to reverse the derivative mootness disposition and remand with specific instructions to adjudicate the separately pending Emergency TRO and Rule to

Show Cause, receive and consider the evidence properly presented on that motion, determine notice and compliance with the appellate stay, make express findings, and adjudicate any resulting statutory or prospective relief within the Circuit Court's authority.

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

A. The federal program documents made the tenant contribution a calculation, not a self-proving lease number.

The central dispute was not whether the characters '\$631' appeared in the lease. The dispute was what amount, if any, Appellant was periodically obligated to pay after application of Rural Development tenant-contribution rules, any available rental assistance, the utility allowance, and accounting for payments and credits.

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

The lease requirements reinforce that distinction. In the 2025 regulations, leases for rental-assistance units were required to specify the tenant's monthly tenant contribution; leases for Plan II interest-credit tenants were required to include provisions establishing the net monthly tenant contribution; and leases generally were required to state the certification process used to

determine tenant eligibility and contribution. 7 C.F.R. § 3560.156(c)(11), (13)-(14), (18)(iii), (vi) (2025).

For Agency rental assistance, eligible households include qualifying low- or very-low-income households whose net tenant contribution under § 3560.203(a)(1) is below basic rent and who otherwise meet the regulation. 7 C.F.R. § 3560.254(c). Borrowers requesting servicing rental-assistance units must have eligible tenants or applicants on a waiting list, 7 C.F.R. § 3560.255(a)(3), and available rental assistance must be assigned according to regulatory priorities, with first priority to eligible very-low-income existing tenants paying the highest percentage of adjusted annual income toward approved shelter costs. 7 C.F.R. § 3560.257(a), (c).

The amount of an Agency rental-assistance request is based on the difference between basic rent plus utility allowances and the tenant's net contribution. 7 C.F.R. § 3560.256(b). Where a tenant receiving rental assistance is billed directly for utilities and the utility allowance exceeds the net tenant contribution, the borrower must pay the difference to the tenant monthly. 7 C.F.R. § 3560.256(d).

B. Before the hearing, Appellant demanded sworn verification and preserved the evidentiary objection.

Before the remand hearing, Appellant filed a Motion to Compel Return with Sworn Affidavit seeking verification of the disputed account/ledger and related matters, followed by a Notice of Default when no sworn return was filed. Respondent thereafter submitted an attorney memorandum and lease materials, not a sworn ledger or account from a witness with personal knowledge. Appellant's November 17 written objection expressly challenged the absence of a verified ledger, sworn account, and competent evidence establishing the actual balance.

Appellant's position at the November hearing was that her income-based contribution, \$150 utility allowance, and rental-assistance treatment had not been reconciled with the \$631 lease figure. Nov. 17 Tr. pp. 20-22. She also maintained that she had requested records showing the disposition of rental assistance and a complete ledger. Her October affidavit documented repeated requests for transparency and a full ledger and stated that management told her she qualified for a utility subsidy. Affidavit of Subsidy Misapplication and Ledger Transparency Requests 1-3.

The record also reflects Appellant's demand for a transaction-by-transaction accounting showing whether each tender was deposited, rejected, returned, held, credited, or otherwise applied. She sought the underlying First Citizens Bank and trust-account records rather than an unidentified non-bank 'Resident Ledger (NON HAP)' sheet that did not reconcile her claimed subsidized tenancy. Section 27-40-210(18) defines security deposits as funds held in trust. Section 40-57-136 governs trust funds and accounting duties for covered real estate licensees and managers; its application here depends on proof of the responsible entity and accounts. S.C. Code Ann. §§ 27-40-210(18), 40-57-136.

Elliott v. Dew, 264 S.C. 40, 46–47, 212 S.E.2d 421, 424–25 (1975), considered a money tender in a land-sale contract where the creditor did not disclose the amount due. The case illustrates why disputed tenders should be assessed against the information available to the parties; it does not establish that every instrument Appellant submitted constituted payment. In *Haselden v. Hamer*, 97 S.C. 178, 183–85, 81 S.E. 424, 426–27 (1914), the court required a restatement of an account involving pledged stock and dividend credits. *Rainwater v. Merchants & Farmers Bank*, 114 S.C. 353, 103 S.E. 587 (1920), likewise recognized an equitable accounting claim based on an equitable interest despite the absence of legal title. Those property

cases are analogies for determining proven fund interests and credits, not rules that automatically extinguish residential rent.

Those records were material. Section 3560.154 requires waiting-list documentation of application disposition and written notification after a complete application is received whether an applicant is selected, waitlisted, or rejected. 7 C.F.R. § 3560.154(f). The grievance regulation also provides procedures for tenant grievances and certain adverse actions. 7 C.F.R. § 3560.160.

The grievance record further confirms that the amount was contested rather than settled. Appellant's Magistrate Court Notice of Action and Aggrieved Party asserted a good-faith accounting dispute; her September 29 Affidavit of Tenant Grievance Procedure stated that she invoked Section 29 of the lease; and the Amended/Supplemental Grounds expressly preserved "Grievance Procedure & Protected Activity Ignored." Section 27-40-60 permits a good-faith disputed claim or right to be settled by agreement, but the record cited at the remand hearing contains no agreement resolving the rent/accounting dispute. Federal Rural Development regulations also provide a written grievance process for qualifying borrower action or failure to act, including certain lease, benefit, maintenance, and unauthorized-rent-change disputes. 7 C.F.R. § 3560.160.

The evidentiary objection remained live at the hearing. The certified transcript states that no testimony was taken and no exhibits were marked. Nov. 17 Tr. p. 2, lines 3-4. Appellant told the court that she had requested an affidavit of the ledger and standing, that Respondent had not supplied it, and that the rent was never verified. Id. pp. 5, 8-10, 18-25. Counsel's argument could advocate for \$631, but it did not itself supply the missing sworn accounting or resolve the federal rent calculation.

The circuit court asked Respondent for a response 'on this subsidy issue.' Counsel answered, 'Not really, Your Honor,' characterized Appellant's position as a misreading, and returned to the lease. Nov. 17 Tr. p. 22, lines 14-25. Counsel then argued that subsidies need not be considered and that the lease was the best evidence of the rent amount. Id. p. 23, lines 1-24.

C. Respondent's post-hearing supplemental lease did not cure the missing determination.

On November 18, after the court had announced the \$631 ruling at the remand hearing, Respondent filed a Supplemental Memorandum acknowledging that its November 14 lease exhibit was 'inadvertently missing pages 6 and 7' and expressly stating that the missing pages 'contain the formula for determining the amount of Plaintiff's rent.' Respondent's Supplemental Memorandum p. 1. The filing itself therefore confirms that the lease materials relied upon before and during the November 17 hearing were incomplete in the very area central to the disputed calculation.

The later-supplied pages still did not identify a single operative federal program status. Page 6 contains a USDA Rental Assistance clause and page 7 contains an Interest Credit Plan II clause, each preceded by a program-status checkbox; neither box is selected. The lease provisions also refer to the latest Form RD 3560-8 tenant certification as part of the rent/contribution calculation, but Respondent's supplemental filing did not include that certification. Thus the post-hearing submission placed additional figures into the file without establishing which alternative provision governed Appellant's tenancy or supplying the tenant-certification calculation on which the contribution depended.

A post-hearing supplement also could not retroactively transform the November 17 oral ruling into an evidentiary determination based on material that was not before the court when the

ruling was announced. The relevant point is not misconduct in the omission; it is evidentiary sufficiency and timing.

The court did not determine whether \$631 represented basic rent, note rent, gross shelter cost, or Appellant's net tenant contribution. It did not determine whether rental assistance was assigned, unavailable, denied, or omitted, and it made no finding reconciling the \$150 utility allowance or Appellant's prior payments and tenders. The absence of records did not make the higher figure conclusive; it made an evidentiary determination necessary.

The undertaking should therefore be vacated and the matter remanded for consideration of the tenant-certification and income calculation, rental-assistance eligibility and assignment, utility allowance, waiting-list and priority records, complete ledger, payments, tenders, and the actual amount, if any, periodically payable.

V. THE CIRCUIT COURT IMPROPERLY EXCLUDED STATUTORY DEFENSES, COUNTERCLAIMS, DAMAGES, CREDITS, AND REQUESTS FOR INJUNCTIVE RELIEF.

At the November hearing, Appellant raised a broken refrigerator and alleged retaliation arising from her exercise of tenant rights. The court responded that those were 'separate matters that are not before this Court today.' Nov. 17 Tr. p. 11, lines 12-22. But the operative September 29 Amended Notice had already identified unlawful access, habitability and sanitation, retaliation, accounting, credits and offsets, and unresolved damages as grounds of the magistrate appeal. Amended Notice of Appeal pp. 1-2. The Amended/Supplemental Grounds likewise challenged the ignored grievance, alleged retaliatory inspections, access, habitability, accounting, fees and amounts, and tender. Amended/Supplemental Statement of Grounds pp. 1-2.

Section 27-40-130(a) confirms that Magistrate and Circuit Courts possess concurrent jurisdiction over landlord conduct governed by Chapter 40 and claims arising from transactions subject to the chapter. The preserved grievance, access, habitability, retaliation, accounting, and related landlord-conduct issues therefore were not categorically beyond the courts' Chapter 40 authority. The question was whether they were proven and what effect they had, not whether the court could refuse to adjudicate them merely by labeling them "separate matters."

The circuit court therefore did not exclude unrelated collateral litigation. It excluded matters expressly carried into the magistrate appeal and matters that Chapter 40 makes potentially relevant to possession, rent, damages, and prospective relief.

A. Defenses, counterclaims, credits, and damages may affect possession and the amount due.

Section 27-40-640(a) permits a tenant in a nonpayment possession action to rely on the rental agreement and Chapter 40 as defenses and to counterclaim for amounts recoverable under the chapter. Section 27-40-790 likewise requires a hearing when landlord and tenant disagree about the amount of rent and directs the court to determine the amount; where the disagreement is based on alleged landlord violations, the statute addresses fair-market rental value. S.C. Code Ann. §§ 27-40-640(a), 27-40-790(a)-(b).

Appellant's July 22 Answer did not merely raise repair complaints. It alleged tender and payment, landlord noncompliance, retaliation, subsidy and accounting issues, and requested recognition of damages of no less than \$5,000 while reserving further redress. Answer and Motion to Dismiss pp. 1-11. Ground 12 of the Amended Notice then expressly asserted that there had been no lawful determination of damages or proper accounting for prepaid consideration.

Amended Notice of Appeal p. 2. These claims required adjudication before the court could categorically treat all credits, counterclaims, and damages as irrelevant.

The delayed-possession claim likewise carried a statutory remedy. Section 27-40-620 provides that if the landlord fails to deliver possession as required by § 27-40-430, rent abates until possession is delivered; and if the failure to deliver possession is wilful and not in good faith, an aggrieved person may recover statutory or actual damages as provided there. S.C. Code Ann. § 27-40-620. Appellant's July 22 Answer alleged delayed possession and attached emergency-lodging documentation. That preserved damages theory belonged in the adjudication of the parties' competing monetary claims.

Watson v. Sellers, 299 S.C. 426, 435–36, 385 S.E.2d 369, 374 (Ct. App. 1989), recognized that a landlord's violation of statutory repair obligations may support recovery when the legal elements and injury are established. Appellant offers Watson to reinforce that her preserved repair allegations were legally cognizable, not as a substitute for proof of causation or the amount of damages.

Ground 7 of the Amended Notice expressly preserved 'Accounting/Ledger Violations' involving deposits and prepaid rent and cited S.C. Code Ann. § 27-40-410; Ground 12 separately asserted that there had been no lawful determination of damages or proper accounting for prepaid consideration. Amended Notice of Appeal pp. 1-2. Section 27-40-410 governs security deposits and prepaid rent. Upon termination of the tenancy and satisfaction of the statutory conditions, subsection (a) requires return of security less permissible deductions and written itemization; subsection (b) provides a remedy for wrongful withholding of prepaid rent or a security/rental deposit; and subsection (d) preserves other damages available under Chapter 40 or otherwise. S.C. Code Ann. § 27-40-410(a), (b), (d). Appellant's preserved deposit and prepaid-rent

contentions therefore presented statutory monetary issues requiring adjudication rather than categorical exclusion.

The deposit remedy is not merely theoretical. *Prevatte v. Asbury Arms*, 302 S.C. 413, 414–15, 396 S.E.2d 642, 643–44 (Ct. App. 1990), involved a federally subsidized tenant who prevailed on a claim for a wrongfully withheld security deposit; the court remanded for reasonable statutory attorney's fees. *Burbach v. Investors Management Corp. International*, 326 S.C. 492, 494–99, 484 S.E.2d 119, 120–23 (Ct. App. 1997) (en banc), affirmed a verdict on a tenant's proven conversion claim involving deposit funds. Neither case determines Appellant's entitlement or damages here, but both demonstrate that deposit-related claims can require substantive adjudication on evidence.

B. Chapter 40 authorizes injunctive relief without bond for landlord noncompliance and abuse of access.

Section 27-40-610(b) authorizes a tenant to recover actual damages and obtain injunctive relief in magistrate or circuit court, without posting bond, for landlord noncompliance with the rental agreement or § 27-40-440. Section 27-40-530(c) prohibits abuse of access or use of access to harass the tenant, and § 27-40-780(b) permits a tenant to obtain injunctive relief without bond for knowing unlawful entry, repeated unreasonable entry, or repeated demands for entry that unreasonably harass the tenant.

Appellant's September 29 grounds specifically identified abusive access, habitability and sanitation, retaliation, and the ignored grievance, and her corrected amended injunction alleged continuing entries, harassment, sanitation and maintenance conditions, and retaliation. Corrected Amended Motion for Injunctive Relief and Stay Pending Appeal pp. 1-16. The significance is structural: §§ 27-40-610(b) and 27-40-780(b) authorize qualifying injunctive relief without

posting bond. Those preserved requests therefore could not be treated as extinguished or irrelevant merely because a separate appellate undertaking was disputed. The October 20 emergency motion then alleged additional conduct occurring after entry of the appellate stay.

C. Retaliation was a defense to possession and carried an independent statutory remedy.

Section 27-40-910 prohibits specified retaliatory conduct, including bringing an action for possession after a tenant complains to the landlord of a violation of Chapter 40, subject to the statute's conditions and exceptions. It permits retaliation to operate as a defense in a retaliatory possession action. S.C. Code Ann. § 27-40-910(a)-(f). Subsection (h) further provides a damages remedy of up to three months' rent or treble actual damages, whichever is greater, plus reasonable attorney's fees, if retaliation is established. *Id.* § 27-40-910(h).

Appellant's Amended Notice expressly alleged that after protected complaints, grievances, and appeal filings, Respondent escalated inspections and entries and issued notices in retaliation; it also cited Respondent's alleged statement that 'we want her gone.' Amended Notice of Appeal p. 2. The circuit court never decided whether that defense or claim was proven. It treated the subject as categorically outside the case.

D. The tenant grievance was preserved and remained unresolved.

The grievance issue was preserved at multiple levels. Appellant filed a Notice of Action and Aggrieved Party in the Magistrate proceedings, later filed an Affidavit of Tenant Grievance Procedure in Circuit Court, and expressly identified the ignored grievance in the Amended/Supplemental Statement of Grounds. Those filings were relevant to whether the rent/accounting dispute had ever been resolved and to the retaliation and landlord-noncompliance theories carried into the appeal.

Section 27-40-60 does not itself decide the grievance, but it recognizes that a good-faith disputed claim or right under Chapter 40 or a rental agreement may be settled by agreement. No agreement resolving the grievance or the disputed rent/accounting calculation was identified at the November hearing. To the extent 7 C.F.R. § 3560.160 applied to the asserted Rural Development grievance, it likewise supplied procedures for written grievances and borrower responses rather than a basis to treat the dispute as nonexistent.

E. The post-stay emergency allegations carried potentially distinct remedies and required adjudication.

The October 20 emergency motion alleged that, despite the appellate stay, Respondent and others proceeded with exclusion or self-help conduct and removal or damage of property. Emergency TRO and Rule to Show Cause pp. 1-13. If proven and legally attributable to the landlord, unlawful removal or exclusion can trigger the remedies provided by § 27-40-660. This Court need not determine those facts or damages in the first instance. The point is that the circuit court had a separately pending, scheduled emergency motion presenting them and entered no ruling.

The prejudice from excluding these matters was therefore not merely abstract. The omitted issues could affect the right to possession, the amount allegedly due, statutory credits and offsets, damages, and whether no-bond prospective protection was appropriate. The case should be remanded for an evidentiary adjudication of the preserved defenses, counterclaims, damages theories, credits, setoffs, security-deposit and prepaid-rent claims under § 27-40-410, delayed-possession claim, retaliation claim, access/harassment claims, and injunctive requests under the standards enacted by the General Assembly.

CONCLUSION

Rule 220(a), SCACR authorizes this Court to reverse, modify, or remand all or any issues for further proceedings. Because Appellant previously obtained an appellate remand for a determination, yet the disputed calculation and separately scheduled emergency motion remained unresolved, Appellant requests relief structured to produce the determinations and findings necessary for complete appellate review.

Appellant respectfully requests that this Court:

1. reverse the October 10, 2025 order dismissing Appellant's circuit-court appeal and reinstate the appeal from Magistrate Court;
2. vacate the November 17, 2025 order setting the appellate undertaking at \$631 per month;
3. hold that the circuit court was required to apply the residential procedures in S.C. Code Ann. § 27-40-800 as they existed in 2025, including the modification procedure in subsection (d), the further-appellate undertaking procedure in subsection (f)(1), and the conflict rule in § 27-40-920;
4. remand with instructions requiring adjudication of Appellant's preserved threshold challenges to Respondent's legal identity, capacity and authority, real-party-in-interest status or other entitlement to enforce the rental agreement and obtain possession, and service of process, with express findings sufficient for appellate review;
5. require Respondent to substantiate through competent evidence the amount of rent or undertaking it claims is periodically payable, including the applicable Rural Development tenant certification and income calculation, Rental Assistance or Interest Credit Plan II status, utility allowance, underlying First Citizens Bank and trust-account records, complete transactional ledger, payments and tenders, receipt and disposition of tendered funds, credits, and other

records necessary to establish the asserted obligation, and direct the circuit court to make an evidentiary determination rather than adopt a disputed figure;

6. reverse the disposition treating the October motions as moot and direct adjudication of the separately pending Emergency Motion for Temporary Restraining Order and Rule to Show Cause, including the supporting affidavit and documentary material properly in the record, the alleged notice of the appellate stay, the alleged post-stay exclusion or self-help conduct, property loss or damage, retaliation, and any resulting relief properly presented below;

7. direct an evidentiary adjudication of Appellant's preserved defenses, counterclaims, claims for damages of no less than the amount demanded in the July 22 Answer subject to proof, credits, and setoffs, including delayed possession, habitability and sanitation, landlord noncompliance, retaliation, unreasonable or abusive access and harassment, ledger and accounting disputes, security-deposit and prepaid-rent issues, claimed security or collateral interests and unearned income under applicable law, including § 27-40-410, and any remedies authorized by §§ 27-40-610, 27-40-620, 27-40-640, 27-40-660, 27-40-780, and 27-40-910;

8. direct the circuit court on remand to enter express findings of fact and conclusions of law addressing each remanded issue so that compliance with this Court's mandate and any remaining appellate questions can be meaningfully reviewed;

9. in light of the prior remand and Appellant's pre-November 17 filings seeking administrative review, reassignment, and supervisory relief, direct that further remand proceedings be assigned to a different circuit judge, or order such other neutral assignment or supervisory relief as this Court deems authorized and appropriate;

10. if this Court determines that further factual proceedings are required before final appellate disposition, conduct a limited remand with specific instructions and, to the extent the Court

deems authorized and appropriate, retain appellate jurisdiction pending return of the required findings and orders;

11. maintain or restore appropriate stay protection pending completion of the required proceedings and final disposition of the reinstated appeal; and

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

Respectfully submitted,

/s/ Sylecia McIntyre

Sylecia McIntyre

Appellant, Pro Se

1855 E. Main Street, Suite 14-219

Spartanburg, South Carolina 29307

syleciamcintyre@gmail.com

(864) 266-5077

Date: October 29, 2026

CERTIFICATE OF SERVICE

I certify that on October 29, 2026, I served a true and correct copy of the foregoing Initial Brief of Appellant upon counsel for Respondent, Ross B. Plyler, Esq., Cassidy Coates Price, P.A., by the method indicated below and at counsel's address of record.

Method of service: USPS prepaid first class Forever Mail Ross B. Plyler, Esquire
Cassidy Coates Price, P.A.
P.O. Box 10529
Greenville, SC 29603

/s/ Sylecia McIntyre
Sylecia McIntyre, Appellant, Pro Se

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