



Tenants, Shannon Barone and Joseph Barone, filed a Motion to Show Cause for Dismissal to Notice of Hearing and Order on Motion for Writ of Assistance, denying the allegations contained in the Movant's Motion and claiming protection under Title VII- Protecting Tenants at Foreclosure Act (PTFA). The Movant was present for the hearing together with her attorney, Robin M. Ciaccio. Tenants were also present at the hearing, Pro Se. I inquired as to the Tenants appearing Pro Se and they indicated that they had contacted numerous attorneys but had not retained one for the hearing and that they did want to proceed with the hearing Pro Se.

Tenant Shannon Barone took the stand and was questioned by Movant's attorney. The Rental Agreement that is the subject of this Motion was entered into the record as Evidence, together with a copy of a check the Tenant identified as a Security Deposit and an email from Coleen Campi, one of the alleged Landlords. Movant's attorney questioned Tenant about the Rental Agreement and its lack of signatures of both Landlords, and also asked the Tenant to provide evidence that Tenant had paid the sum of Ten Thousand Two Hundred and no/100s (\$10,200.00) Dollars to the Landlord in cash. Tenant was only able to provide the email entered into evidence. Movant's attorney questioned the reliability and veracity of the email being that it came from the Landlord who had not signed the Rental Agreement, who currently has Sixty (60) tax liens filed against her along with numerous other judgments and who is also a defaulting mortgagor. Tenant did not provide any other documentation or evidence that the sum of Ten Thousand Two Hundred and no/100s (\$10,200.00) Dollars was paid to the Landlord in cash.

Movant's attorney then questioned Tenant about the handwritten provisions contained on the last page of the Rental Agreement. The provisions read as follows:  
" 1) If we (tenants) need to leave before 1 year is up we are entitled to refund of balance w/ 30 days notice."; and  
" 2) If the landlord requires that we leave before the end of one year, the tenants are to

get 30 days notice and full refund of remaining balance.”

Tenant indicated that those provisions were written by the Tenant.

Movant’s attorney then addressed the Court and requested that, based on the total of the evidence provided, Title VII- Protecting Tenants at Foreclosure Act (PTFA) not protect these tenants as there is no Bona Fide Lease and that Movant’s Writ be granted.

The Court then questioned the Tenant about any and all efforts she had made to recover any of the Ten Thousand Two Hundred and no/100s (\$10,200.00) Dollars cash paid to the Landlord. The Tenant informed the Court that she had not made any efforts towards the recovery of any of the money and the Court then informed her that there were ways for her to pursue the Landlord, such as through the Magistrate’s Court.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

After considering the testimony presented by the Plaintiff and all of the evidence provided to this Court, I make the following findings of fact and conclusions of law:

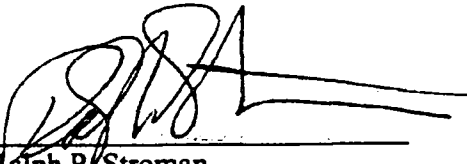
1. I find that this Court has jurisdiction over the parties and the subject matter of this action.
2. I find that the Tenants were unable to provide evidence sufficient to satisfy this Court that Tenants paid the sum of Ten Thousand Two Hundred and no/100s (\$10,200.00) Dollars to the Landlord in cash. The evidence provided was questionable at best and is not enough to for this Court to find the Rental Agreement to be a bona fide Lease under Title VII- Protecting Tenants at Foreclosure Act (PTFA), **THEREFORE**

**IT IS HEREBY ORDERED** that the Tenants have thirty (30) days from the date of the hearing, April 23, 2012, to remove themselves and their belongings from the property in a peaceable manner and Order that they not cause any harm or destruction to the premises;

**IT IS HEREBY ORDERED** that Movant be allowed to access the premises as soon as possible with the Sheriff of Horry County, South Carolina or with one of his authorized deputies, to inspect the current condition of the premises;

**IT IS FURTHER ORDERED THAT** if the Tenants fail to remove themselves and their belongings from the said premises on or before May 22, 2012, I hereby grant to the Movant a Writ of Ejectment and the Sheriff of Horry County, South Carolina or his authorized deputies be and are hereby directed and authorized to enter upon the property, by force if the same be necessary on a date and time to be set by the Sheriff or as soon thereafter as practical and seize the said property and to remove therefrom any and all such persons including the occupants who may be occupying the same, together with all their possessions and to put the Movant in full, peaceful and quiet possession of the property without delay and thereafter make immediate Return to the undersigned showing how this Order has been executed.

**AND IT IS SO ORDERED.**

  
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Ralph P. Stroman  
Master in Equity for Horry County

Date: April 26, 2012