

AX : 803-7134-1839

CASE # 2016-001629

Pages --- 6

Answer to Respondent's
motion and notice

that I am filing an

Appeal in the State Supreme
Court.

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM DORCHESTER COUNTY
MAGISTRATE COURT

Katrina Lynn Patton, Chief Magistrate

Case No. 2016-CV-181030-2778

Tracy Ramey.

Respondent,

v.

Laura A. Lehr,

Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Tracy Ramey by depositing a copy of it in the United States Mail, postage prepaid, on September 27, 2016, addressed to her attorney of record, M. Chase Payne, 280 Seven Farms Drive, Suite A, Daniel Island, South Carolina 29492 [by depositing a copy of it to his attorney of record, M. Chase Payne, at his office at 280 Seven Farms Drive, Suite A, Daniel Island, South Carolina 29492, on September 27, 2016].

September 27, 2016

s/Laura A. Lehr
Laura A. Lehr
9 Duchess Ct.
Summerville, South Carolina 29485
(843) 670-1854
Appellant

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Cheryl Graham, Clerk of Court

Case No. 2016-CP-18-1273

Tracy Ramey

Respondent,

v.

Laura A. Lehr

Appellant.

NOTICE OF APPEAL

Laura A. Lehr appeals the order [judgment] of the Honorable Katrina Lynn Patton, dated September 23, 2016. Appellant received written notice of entry of this order [judgment] on September 26, 2016.

September 26, 2016

s/ Laura A. Lehr
Laura A. Lehr
9 Duchess Ct.
Summerville, South Carolina 29485
(843) 670-1854
Appellant

Other Counsel of Record:
M. Chase Payne
280 Steven Farms Drive, Suite A
Daniel Island, SC 29492
Attorney for Respondent
(843) 606-5700

The State of South Carolina**In the Court of Appeal**

Appeal from Dorchester County**Court of Common Pleas****Cheryl Graham, Clerk of Court**

Case No. 2016-001629

Tracy Ramey,

Respondent,

V.

Laura A. Lehr,

Appellant.

PETITION FOR IMMEDIATE MOTION TO STAY

Appellant, Laura A. Lehr, (hereinafter referred to as "Appellant") hereby moves that this court immediately STAY Appellant Laura A. Lehr's Rule 241 Motion based on that the Appellant did not receive the courts previous Order of September 9, 2016 in the mail until September 16, 2016. In that order this court ordered Appellant Laura A. Lehr to "sign an undertaking that she will pay rent to the landlord as it becomes due periodically after judgement was entered." The Order of September 9, 2016 stated that the deadline is five days from the date of the order, but you cannot pay on an order when it was not received in the mail until seven days after the order was stamped.

Appellant, Laura A. Lehr vehemently contest Respondents assertions that, "On August 3, 2016, that Judge Patton's Order setting bond in the amount of eight-hundred and fifty (\$850.00) and continue to pay rent in the amount of nine-hundred and eighty dollars (\$980.00) as rent became due on the first of the month under S.C. Code Laws § 27-40-800(b) because it was dismissed and no order was put in the record. The original Bond to Stay Hearing was set for July 28, 2016, whereas in the morning of such day, Appellant, Laura A. Lehr telephoned the Clerk of Court and asked for a continuance on the grounds that the Appellant was at Summerville Medical Emergency Room due to Hyperglycemia and was waiting to be admitted. The Clerk of

Court stated that the hospital needed to fax paperwork stating that she was there, which the emergency room did. The court proceeded with the case any ways.

On August 5, 2016 Appellant, Laura A. Lehr filed an Appeal and a Motion to Reverse the dismissal of Bond to Stay Ejectment hearing and schedule a new one on the grounds that the Honorable Patton did not listen to Appellant's case. Appellant, Laura A. Lehr vehemently tried to explain and show proof that the amount of rent owed under S.C. Code Laws § 27-40-790 (a) (b) was in controversy and Honorable Patton would allow Appellant to submit receipts indicating all amounts paid to Respondent since the beginning of the lease under S.C. Code Laws § 27-37-60. The only paperwork that the Respondent showed was hand written and only for April to June, not from beginning of the lease and the calculations was incorrect.

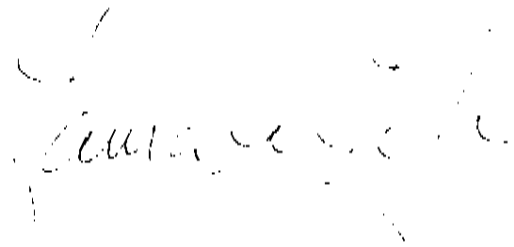
Appellant, Laura A. Lehr vehemently contest that the outstanding balance of rent due to Respondent is not the amount of two-thousand-eight-hundred and ten dollars (\$2810.00). Appellants rent is nine-hundred eighty dollars (\$980.00) a month with a onetime late fee of fifty dollars (\$50.00) after the fifth of the month for a total of one-thousand thirty dollars (\$1030.00). Appellant owes Respondent a total of two-thousand sixty dollars (\$2060.00) minus the cost eight-hundred dollars (\$800.00) for the food lost and replaced as stated below for a total owed for August and September twelve-hundred and sixty dollars (\$1260.00).

The Respondent was informed on January 25, 2016 that the refrigerator and freezer were not working and all our food was thawing out and spoiling so we had to throw it out. Respondent would not come look at it until February 10, 2016, which at that time the Respondents brother-in-law stated to my husband, David A. Lehr that he was surprised that we did not get sick. Appellant was told it had to be replaced, but they could not get one till February 16, 2016 and they were putting in a small apartment size one which was three times smaller than what was there. Appellant agreed to rent 9 Duchess Court for said amount of \$980.00 because of what the Respondent offered in the rental unit, which consists of a garage, new stove, working refrigerator that included an ice maker and water dispenser and a dishwasher. Appellant was informed at time of signing the lease on Dccember 16, 2015 that all appliances were in working order. Appellant at that time informed the Respondent that she was deducting the four-hundred dollars (\$400.00) for the food that was lost and that had to be replaced for a total of (\$800.00) and received no response from the Respondent. The Appellant also had to buy her own appliance which cost her nine-hundred fifty-two dollars and ninety-seven cents (\$952.97) because she had a family to feed and could not keep putting her groceries in her neighbor's freezer. According to Section 27-40-440 the Respondent is liable for all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition, maintain in good and safe working order and condition all electrical plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, supplied or required to be supplied. Appellant, Laura A. Lehr informed them by email, leaving voice mails that appliances, air-conditioner, asking when the bedroom door was going to be installed and signs of mold in the second bedroom carpet since May 23, 2016. The only response Appellant received from the Respondent

was a text message on June 6, 2016 that the door would be installed when rent was caught up. Since then no communication to resolve these issues for which they are responsible under Section 27-40-440 have been resolved. Appellant, Laura A. Lehr's child, age 13 that sleeps in the second bedroom (which still has no door) whom has trouble breathing while in that room and the mold is getting worse. Appellant informed Respondent by email that she was withholding rent until all issues were resolved. As stated in Section 27-40-910 (Retaliation) the Respondent may not terminate, increase rent to a tenant who has complained to the landlord of a violation.

Appellant also filed an insurance report with insurance company for damages done to the garage by Appellants daughter learning to drive on July 2, 2016 in the amount of five-hundred seventy five dollars (\$575.00). Respondent was paid for these damages on July 15, 2016 and only the garage frame was repaired not the door which is unable to be locked. Appellant's personal belongings take a risk of being stolen every day that this door is not repaired. Each time the Appellant, Laura A. Lehr or her husband David Lehr have spoken with the Respondent in the past about the issues they receive a different story from the Respondent. They tell the Appellant that she owes a certain amount of rent then calls her back and says their calculations were incorrect.

Appellant, Laura A. Lehr vehemently asks that this court grant her stay on the grounds of the above for mention.

A handwritten signature in black ink, appearing to read "Laura A. Lehr", is written on the right side of the page. The signature is somewhat cursive and includes a large flourish at the end.