

FAX

Company: South Carolina Court
of Appeals

TO:

Name: Shelby
Fax Number: (803) 734-1839

Date: 6/1/2018

of Pages: 6
(including cover sheet)

FROM:

Name: AgentOwned Property Management
Contact Number: (843) 709-9344 Karen Smith Property Manager

Subject:

Response to Appeal

Urgent

Please Reply

Message:

AgentOwned vs. David Alston and
Ovana Alston

Appellate Case No.

2018-000962



141 N Main Street
Summerville, SC 29483

June 1, 2018

Re: AgentOwned Realty v. David Alston and Ovana Alston

Appellate Case No. 2018-000962

Below is AgentOwned's response to the defendant's, David and Ovana Alston's, petition for supersedeas in case No. 2018-000962.

AgentOwned began a landlord/ tenant relationship with the Alston's on December 30, 2015 when they moved into our rental home located at 5159 Blair Road in Summerville, South Carolina. During their time at this property, they proved to be exceptional tenants but had one flaw, every month rent would be paid late. As their lease stated, rent was due on the first and late after the fifth. They always paid between the 13th and 20th of the month. This was causing the homeowner to be late with her mortgage payments and she instructed us to begin the eviction process. We filed the eviction on August 16, 2017. They were served on August 22, 2017 and we received no response. Second's were filed on September 6, 2017. We were contacted by the constable and the put out date was scheduled for 9 am on September 18, 2017. When we arrived at the home we learned that they had filed an appeal and it had been granted.

Ovana Alston had approached the Property Manager, Karen Smith, and asked if there was anything she could do in assisting her family in finding a new rental. She knew the appeal was only buying her more time at the property and eventually they would have to leave. Because they were good tenants and had taken great care of the home, Karen was inclined to help them. A new rental property, 101 Blue Beech, came available and was also in the same school district they were currently living in. Karen had talked to the homeowner and he agreed to allow them to move in and make rental payments on the 15th of every month.

When David and Ovana came into the office to sign the new lease for 101 Blue Beech, they also signed an addendum (see attached). This addendum stated that rent was due by the 15th of every month, a late fee would be assessed if rent was paid after the 20th, and an eviction would be started on the 21st if rent was not paid. Both David and Ovana signed the addendum and were very happy we found them a new home. They promised that with the new payment arrangement there would be no further issues.

After the Alston's move to 101 Blue Beech, a final walk was done at the prior rental property. AgentOwned was shocked when they entered the home and found it was left filthy dirty with damage to the walls, fist holes punched through 2 doors, numerous ripped screens, stained and dirty carpets, broken blinds, a broken toilet, garbage and personal items left behind and broken appliances. Multiple estimates were collected to repair the home and the owner decided to go with the least expensive one at \$2,388.00. This amount was paid out by the homeowner due to the negligence of the tenants. There had been numerous walk throughs done while the tenants occupied this property and there had never been any negative reports or signs of any damage. If seeing this property in the condition it was in before moving Mr. and Mrs. Alston into another one of our properties, we never would have offered them that option.

This brings us to the current eviction. AgentOwned filed for eviction on April 23, 2018 because we still had not received April's rent from David or Ovana. On April 25, 2018 at 10:36 am, Ovana came to our office and asked what her current ledger balance was. Michaela, the Assistant Property Manager, told her it was \$1738.25. Ovana immediately left and came back with money orders for that amount. Our corporate accounting department is in Mt Pleasant, so the money orders were sent there and then credited to their account. The money orders arrived at our corporate office on April 26, 2018 and were applied to the Alston's account as well as a late fee for this month of \$160.

On May 11, 2018, the Alston's were served the writ of ejectment. The following day we received a phone call from the court stating that David and Ovana had requested another appeal and it was granted. The morning of May 15, 2018 David came to the AgentOwned office to pay May's rent. He was visually upset. Karen wrote him a receipt for the payment and it was during this time that David became verbally abusive. His behavior was so disturbing that Karen asked him to leave and when he did not, she threatened to call the police. After carrying on a little while longer David finally left the office.

The bond to stay hearing was set for 2 pm on May 16, 2018. David was present for this hearing however, Ovana was not. After the Judge heard both sides, she ordered the Alston's to pay the outstanding late fee of \$160, from the month of April, to our office by noon the following day (see attached). The payment was never received and AgentOwned filed the addendum for the writ of ejectment.

On May 22, 2018, David and Ovana were served another writ of ejectment. Again, David showed up at the AgentOwned office and asked if there was anything that could be done to stop the eviction or remove the eviction from their record. Karen explained to him, that at this point, the eviction was in the courts hands and the owner had no intention of canceling the eviction and allowing them to stay. David, then left the office and immediately returned with a money order of \$160 for the outstanding late fee.

On May 29, 2018, we received a call from the constable stating that the put out would be that day at 2 pm. As promised during the many conversations with the Alston's, we gave Ovana a courtesy call to let her know when we would be there. It was during this phone conversation that she informed us that she had filed another appeal. We contacted the courts to verify this and were informed that the appeal was granted, and the eviction was placed on hold.

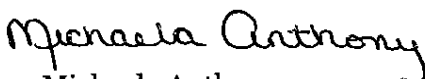
At this time, we feel the Alston's have no grounds to fight this eviction due to an agreement they both signed and agreed to. We feel that we have given them more time than deserved and are asking for this appeal not to be approved and another writ to be issued so we can follow through with the eviction.

Thank you,



Karen Smith
AgentOwned Property Manager

&



Michaela Anthony
Assistant Property Manager



ADDENDUM/AMENDMENT TO



AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [OFFER OR COUNTEROFFER] OR

RESIDENTIAL RENTAL AGREEMENT OR OTHER: _____

COVERING THE REAL PROPERTY PREMISES BUSINESS OTHER: _____

Further described or commonly known as:

Address 101 BLUE BEECH Unit # _____

City LADSON State of South Carolina

Other TMS

The undersigned Parties hereby agree as follows: RENT WILL BE DUE ON THE 15TH OF EACH MONTH. A LATE FEE WILL BE ASSESSED IF RENT IS PAYED AFTER THE 20TH. EVICTION WILL BEGIN IF RENT IS NOT PAID BY THE 21ST.

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter-offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ AM PM on _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: *Ovana Alston* Date: 12/4/17 Time: _____
Ovana Alston

BUYER: *David Alston* Date: 12.4.17 Time: _____
David Alston

Date: _____ Time: _____

Date: _____ Time: _____

SELLER: *AgentOwned Realty* Date: Dec 4, 2017 Time: _____
AgentOwned Realty

SELLER: _____ Date: _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____

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STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF DORCHESTER)
)
)
)

2018CV1810302386
CIVIL CASE NUMBER
MAGISTRATE'S COURT

BOND TO STAY EXECUTION
ON APPEAL

Agent Owned Realty Co
100 Crowfield Blvd
Goose Creek, SC 29445
(843) 725-1030

*Karen Smith
property manager*

LANDLORD

Vs

David Alston
101 Blue Beech Court
Ladson, SC 29456

present

Ovana Alston
101 Blue Beech Court
Ladson, SC 29456

not present

TENANT(S)

TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on , by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay rent in the amount of \$ 1600 per month, due on the 15th of each month day of each month.

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on May 16, 2018:

[Signature]

Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

Dated on May 16, 2018

JUDGE

Summerville Magistrate
212 Deming Way, Box 10
Summerville, SC 29483
Phone: (843) 832-0370
Fax: (843) 832-0371

**1600 in
late fees
due to Landlord
directly by
noon on Thursday
May 17.*



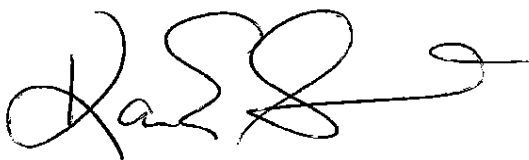
141 N Main Street
Summerville, SC 29483

05/17/2018

To Whom It May Concern,

In regards to case number **2018CV1810302386**, Mr. David Alston and Ms. Ovana Alston have not complied with the **BOND TO STAY EXECUTION ON APPEAL**. AgentOwned Realty has not received payment in the amount of \$160.00, which was to be paid by 5/17/2018 at noon. We wish to follow through with the eviction and ask the courts for the **WRIT OF EJECTMENT**.

Thank you,



Karen Smith
Property Manager
(843) 709-9344