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SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas  
Donald B. Hocker, Circuit Court Judge

---

Appellate Court Case No. 2016-002177  
Circuit Court Case No. 2016-CP-32-1968

---

Gerald J. Nagy, Appellant.  
v.  
Bob Rice Realty, Inc., Respondent,

---

APPELLANTS RECORD ON APPEAL

---

Gerald J. Nagy  
Mail Stop 149  
911 Old Barnwell Road  
West Columbia, South Carolina 29170  
(803) 808-3438  
Pro Se

Cynthia K. Mason  
Holler, Garner, Corbett, Gilchrist,  
& Mason  
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Columbia, SC 29201  
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Attorney for the Respondent

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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Circuit Court Case No. 2016-CP-32-1968

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Gerald J. Nagy, Appellant.

v.

Bob Rice Realty, Inc., Respondent,

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APPELLANTS RECORD ON APPEAL

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Gerald J. Nagy  
Mail Stop 149  
911 Old Barnwell Road  
West Columbia, South Carolina 29170  
(803) 808-3438  
Pro Se

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FORM 4

STATE OF SOUTH CAROLINA  
 COUNTY OF LEXINGTON  
 IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE  
 CASE NUMBER 2016CP3201968

Gerald J Nagy

Bob Rice Realty

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for:  Plaintiff  Defendant  
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  
 Rule 43(k), SCRPC (Settled);  Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j) SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other: \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other:

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order; (formal order to follow)  Statement of Judgment by the Court:

ORDER INFORMATION

This order  ends  does not end the case.

Additional Information for the Clerk: \_\_\_\_\_

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

9/22/2016

Date

For Clerk of Court Office Use Only

This judgment was entered on 21st day of September, 2016, and a copy mailed first class or placed in the appropriate attorney's box on 22nd day of September, 2016, to attorneys of record or to parties (when appearing pro se) as follows:

Gerald J Nagy ,

---

ATTORNEY(S) FOR THE PLAINTIFF(S)

Bob Rice Realty

---

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg / Kr

---

Court Reporter

---

Beth A. Carrigg - Clerk of Court

---

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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State of South Carolina )

FILED Court of General Sessions

County of Lexington )

2016 SEP 21 ~~A 8-01~~ Court of Common Pleas

Gerald J. Nagy

BETH A. CARRIGG  
CLERK OF COURT  
LEXINGTON, SC

**ORIGINAL**

vs. Appellant )

Bench Order

Bob Rice Realty )

Case#: 2016-cl-32-  
1968


Response )  
Tax. )

THIS IS A MAGISTRATE'S APPEAL.  
THE APPELLANT APPEARED PRO SE.  
THE RESPONDENT DID NOT APPEAR  
THROUGH REPRESENTATIVE OR COUNSEL.

IT IS ORDERED THAT THE  
MAGISTRATE'S RULING IS REVERSED  
TO THE EXTENT OF ALLOWING THE  
APPELLANT TO REMAIN ON THE  
PROPERTY UNTIL DECEMBER 31, 2016  
IN ACCORDANCE WITH THE SUBJECT  
LEASE. JUDGMENT FOR COURT  
COSTS OF \$150 IS ALLOWED IN FAVOR  
OF THE APPELLANT AGAINST THE  
RESPONDENT.

So Ordered

Lexington SC  
9-20-16

  
Donald B. Hocker  
Circuit Court Judge

STATE OF SOUTH CAROLINA )

IN THE MAGISTRATES COURT

COUNTY OF LEXINGTON )

CASE #2016-CV-32-1060854

Bob Rice Realty, Inc. )  
2201 Marshall Street )  
Columbia, South Carolina 29203 )  
1-803-779-2600 )

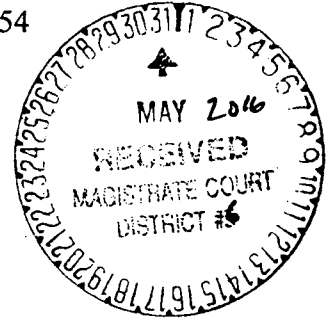
Plaintiff )

vs. )

ANSWER AND COUNTERCLAIM  
(non-jury)

Gerald J. Nagy )  
300 Timber Ridge Drive )  
West Columbia, South Carolina 29169 )  
1-803-791-3438 )

Defendant )



TO THE PLAINTIFF NAMED ABOVE:

Come now the Defendant, Gerald J. Nagy, pro se, and answers the Plaintiffs' Complaint herein as follows:

1. The Defendant believes a valid Residential Lease Agreement, (lease) is in effect between Plaintiff and Defendant. A copy of the lease is attached hereto as Exhibit A.
2. The lease was authored by Bob Rice Realty, Inc., a fact established by sworn testimony of Plaintiffs representative in #2016-CV-32-1060427, a case previously heard by this same Court.
3. The lease was proffered to Defendant, signed by Defendant, and returned to Plaintiff. Plaintiff accepted, without reservation, the initial and subsequent rental payments under the terms of the lease.
4. Based on the terms of the lease, it automatically renews for an additional one (1) year term

on it's anniversary. In the second paragraph the lease states: "Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at 300 Timber Ridge Dr., W. Cola. SC 29169 for the period commencing on the 1st day of January, 2014, and thereafter until the 31st day of December, 2014, at which time *the Lease Agreement shall automatically renew each year unless terminated in writing.*"

(emphasis added).

5. To date, the Lease has not been terminated in writing.
6. Defendant has complied, and continues to comply, with the terms of that lease agreement and has submitted all payments to Plaintiff in a timely manner.
7. Defendant believes he is entitled to enforcement of the lease and quiet enjoyment of the residence subject to the terms and conditions of the lease.
8. Based on the above, Defendant believes Plaintiff is not entitled to a Writ of Ejectment.

#### **FIRST COUNTERCLAIM AGAINST PLAINTIFF**

9. Defendant repeats the above allegations as if set forth herein verbatim.
10. Defendant has repeatedly given Notice to Plaintiff a valid lease is in effect.
11. Defendant believes he is entitled to quiet enjoyment of the premises without continued legal harassment by, and retaliatory conduct from, Plaintiff.
12. Defendant believes under South Carolina Code of Laws §27-40-940(a)(2) and §27-40-940(h) he is entitled to be awarded damages in the amount equal to three (3) months rent, that total amount being Two Thousand Seven Hundred Dollars and No Cents (\$2,700.00).

#### **SECOND COUNTERCLAIM AGAINST PLAINTIFF**

13. Defendant repeats the above allegations as if set forth herein verbatim.
14. The lease, under the second paragraph, third bullet point, states: "As an incentive to Tenant

to make rent payments by the first of the month and for being responsible for all minor maintenance of the premises, a pre-payment discount in the amount of **\$25.00 may be deducted from the above rental amount each month.**" (emphasis added).

15. Since the effective date of the lease, Defendant has made all payments to Plaintiff before the first date of each and every month.
16. Plaintiff has consistently refused to honor this provision of the lease.
17. Defendant believes he is entitled to a declaration that this provision is valid and enforceable.
18. Defendant believes he is entitled to deduct the currently accrued amount of Seven Hundred And Fifty Dollars and No Cents (\$750.00) for the first thirty (30) months, and is entitled to deduct Twenty Five Dollars and No Cents (\$25.00) from all timely payments as damages.

#### **SCHEDULING OF HEARING**

19. Defendant is self employed providing various contractual educational services and engagements.
20. As part of Defendants contractual agreements, he must commit to being available to provide such services weeks, and sometimes months, in advance as required by entities for whom he provides said services. Defendant may also be required to fulfill an engagement with as little as three (3) days notice.
21. In the event Defendant does not perform or honor his commitments, he will forfeit all subsequent engagements and effectively lose his livelihood and sole source of income.
22. Defendant is currently scheduled to provide five (5) day services for the following weeks:  
Atlanta, Georgia - June 06, 2016; San Jose, California - June 27, 2016; Raleigh, North Carolina - July 11, 2016; Raleigh, North Carolina - July 25, 2016; Washington, DC - August 08, 2016. A copy of Defendants current schedule is attached hereto as Exhibit B.

23. Defendant is aware that South Carolina Statutes and Court Rules have different time frames for a Rule To Show Cause action as opposed to standard civil proceedings.

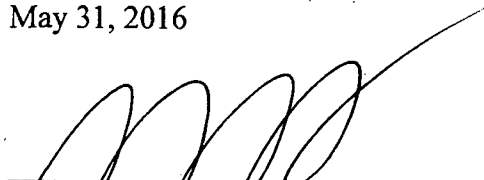
24. Defendant asks that the court be cognizant of these issues when scheduling the hearing.

**PRAYER**

25. Wherefore, by reasons of the foregoing, Defendant prays this Honorable Court grant the following relief:

- a. Schedule the hearing on these matters so as not to conflict with Defendants work schedule.
- b. Declare that the lease is valid and enforceable.
- c. Declare that Plaintiff is not entitled to a Writ of Ejectment.
- d. Dismiss with prejudice all claims by the Plaintiff.
- e. Declare that Defendant is entitled to the quiet enjoyment of the premises.
- f. Award Defendant damages, costs, and fees on his first counterclaim
- g. Award Defendant damages, costs, and fees on his second counterclaim.
- h. Any other relief that may be proven herein or that may be found to be just and equitable.

Respectfully Submitted,  
May 31, 2016



---

Gerald J. Nagy, Defendant pro se  
300 Timber Ridge Drive  
West Columbia, South Carolina 29169  
(803) 791-3438

2016 CP 3201968

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF LEXINGTON )  
 )  
 Bob Rice Realty, Inc. )  
 )  
 Respondent )  
 )  
 vs. )  
 )  
 Gerald J. Nagy )  
 )  
 Appellant )

IN THE COURT OF COMMON PLEAS  
 FOR THE ELEVENTH CIRCUIT  
 LEXINGTON COUNTY  
 MAGISTRATES COURT  
 CIVIL CASE  
 #2016-CV-1060854

APPEAL FROM  
 MAGISTRATES COURT

ERIN A. CARRIGO  
 CLERK OF COURT  
 EXHIBIT ROOM

2016 JUN -2 PM 4:14

FILED

TO THE RESPONDENT NAMED ABOVE:

Come now the Appellant, Gerald J. Nagy, pro se, and respectfully submits the following:

1. On May 20, 2016, Appellant was served a Rule To Vacate Or Show Cause based on application to the Magistrates Court by Respondent.
2. On June 02, 2016, a hearing was held before Judge Albert J. Dooley, III, in Lexington County Magistrates Court.
3. During the hearing, Respondent admitted a Residential Lease Agreement (lease) authored by Respondent had been proffered to Appellant by Respondent. Respondent claimed they never received a signed copy but accepted 30 months of rent payments without reservation.
4. During the hearing Appellant testified he had signed and delivered a copy of the lease back to the Respondent.
5. Appellant argued that under §27-40-320(a) a valid lease existed effective January 01, 2014.
6. The second paragraph of the lease states "Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at 300 Timber Ridge Dr., W. Cola. SC 29169 for the period commencing on the 1st day of January,

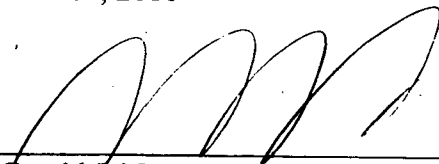
2014, and thereafter until the 31st day of December, 2014, *at which time the Lease Agreement shall automatically renew each year unless terminated in writing.*" (emphasis added).

7. Respondent admitted that a termination letter was never sent to Appellant.
8. The term stated in the lease was for one year.
9. South Carolina Code of Laws §27-40-320(c) states " If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective for only one year." (emphasis added).
10. The Magistrate found for the Respondent ruling the lease was actionable for only one year based on South Carolina Code of Laws §27-40-320(c), and then expired.
11. It is Appellants belief that §27-40-320(c) only modifies the term of the lease if the term was for more than one year. Nothing in the statutes would modify an automatic renewal provision in a valid lease.

WHEREFORE, the Appellant prays this Honorable Court issue an order that:

- A. That the subject lease is valid and enforceable; AND
- B. Granting Appellant damages in a reasonable amount based on Appellants counterclaims.

Respectfully Submitted,  
June 02, 2016

  
\_\_\_\_\_  
Gerald J. Nagy, Defendant pro se  
300 Timber Ridge Drive  
West Columbia, South Carolina 29169  
(803) 791-3438

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

IN THE COURT OF COMMON PLEAS

2016-CP-32-01968

**ORIGINAL**

Gerald J. Nagy, )  
Appellant/Tenant. )

vs. )

Magistrate's Return to Civil Appeal

Bob Rice Realty, Inc., )  
Respondent/Landlord, )

This matter is on appeal from the Magistrate's Court of District Six, County of Lexington, State of South Carolina. This case was heard by Albert J. Dooley, III, Magistrate.

PROCEDURAL HISTORY

This matter came before the Magistrate's Court on the Application for Ejectment (2016-CV-32-1060854) of Bob Rice Realty, Inc., Landlord. Gerald J. Nagy, Tenant, requested a hearing and filed a Counterclaim, and both parties appeared at the hearing held on June 2, 2016. Landlord appeared pro se represented by Terry McLaughlin, property manager. Tenant was represented by John Cooper, Esq. The Court found for Bob Rice Realty, Inc., Landlord, on the original claim and on the Counterclaim, and set a Vacate Date of June 6, 2016. This Appeal followed. A procedural timeline follows:

May 18, 2016 – Application for Ejectment filed

May 20, 2016 – Rule to Vacate served

May 31, 2016 – Request for Hearing/Answer/Counterclaim filed

June 2, 2016 – Hearing held; Vacate Date set

June 2, 2016 – Appeal filed and served on Magistrate

  
Page 1 of 4

FILED  
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ESTERLINE CANNING  
CLERK OF COURT  
LEXINGTON, SC

## ALLEGED POINTS OF ERROR

Gerald J. Nagy, Tenant, listed no legal points of error in his filing with the Court of Common Pleas, per se. However, presuming the "Prayer" section of Tenant's filed Appeal is intended to list points of error, Tenant alleges that this Court erred in finding the subject lease to have expired and erred in failing to award damages on Tenant's Counterclaim.

## THE HEARING

After a brief introduction from the Court and assuring both sides were ready to proceed, the Court asked the Landlord to call its first witness.

Ms. McLaughlin (for Bob Rice Realty, Inc., Landlord) called herself as a witness. Ms. McLaughlin was sworn. Ms. McLaughlin testified that she was a property manager for the Landlord, Bob Rice Realty, Inc. Ms. McLaughlin stated that Mr. Nagy, Tenant, had rented this home for many years without a written lease, but that within the last few years, the Landlord decided to obtain written leases for all its properties. Ms. McLaughlin testified that approximately three (3) years ago, Bob Rice Realty, Inc. sent to Mr. Nagy a sample written Lease to review and asked him to contact Landlord regarding it. Ms. McLaughlin testified that the next the Landlord heard of the written Lease was when Mr. Nagy presented Landlord with an itemized statement regarding credits he believed he was owed under the Lease. Ms. McLaughlin stated that she informed Mr. Nagy at that time that because of his Lease's particulars (size of the home, rental amount, and other terms), it should not have included the "prompt payment" credits he was describing. Ms. McLaughlin stated that, as always, Mr. Nagy continued his prompt and full payment of the full rental amount without any deductions or further reservation regarding the alleged "prompt payment" credits he had requested and that this continued for several months after the discussion of the credits. Ms. McLaughlin stated that she asked Mr. Nagy several times (including at this time) for a copy of the Lease he claimed to be in effect and that Mr. Nagy refused to send a copy of the purported Lease to the Landlord. Ms. McLaughlin stated that the condition of the home had deteriorated to a point that the Landlord had decided to sell it rather than make repairs to it. Ms. McLaughlin testified that the Landlord began negotiations for Mr. Nagy to move out of the subject real property as the Landlord was informed that Mr. Nagy was in the process of purchasing another home sometime around July 2015. Ms. McLaughlin testified that the Landlord asked Mr. Nagy to move out by the end of August 2015, but that Mr. Nagy responded with a letter stating that he would need at least until the end of September 2015 but might need until the end of December 2015. Ms. McLaughlin stated that the Landlord responded to Mr. Nagy that the end of December 2015 would be agreeable and Ms. McLaughlin thought they "had a deal" with Mr. Nagy regarding this. Ms. McLaughlin stated that she send a letter to Mr. Nagy in October 2015 reminding him of the agreement for him to move out in December 2015. Ms. McLaughlin stated that Mr. Nagy asked for an extension to February 2016

to which the Landlord agreed. Ms. McLaughlin testified that she sent an email to Mr. Nagy regarding his moving in mid February 2016, and Mr. Nagy refused to move. Ms. McLaughlin stated that she sent a letter to Mr. Nagy indicating the Landlord's unwillingness to continue renting to Mr. Nagy and asking him to move out within thirty (30) days on March 31, 2016. Ms. McLaughlin stated that Mr. Nagy had still refused to move out. Ms. McLaughlin testified that the subject real property was in Lexington County.

Ms. McLaughlin (for Bob Rice Realty, Inc., Landlord) called Ms. Jordan as a witness. Ms. Jordan was sworn. Ms. Jordan testified that she was a part owner of the Landlord, Bob Rice Realty, Inc. as Mr. Rice (previous owner) had died and she was the Personal Representative of his estate as well as an heir under Mr. Rice's will. Ms. Jordan testified that it was the Landlord's intent to sell the property and that she wanted an eviction so that they could remove Mr. Nagy and repair and clean-up the real property prior to marketing it.

The Landlord had no further witnesses.

Mr. Nagy, Tenant, was called as a witness. Mr. Nagy was sworn. Mr. Nagy testified he was renting from the Landlord under a written lease. The written Lease dated January 1, 2014 was admitted without objection as Defendant's Exhibit 1. This Lease was not signed by the Landlord or any of Landlord's representatives (only Mr. Nagy). Mr. Nagy stated that the Lease was sent by the Landlord and that he filled it in, signed it, and paid all amounts purported to be due under it. Mr. Nagy stated that he had mailed a copy of the Lease to the Landlord after he signed it. Mr. Nagy stated that the Landlord did ask multiple times for a copy of the Lease in question, but he did not send it to the Landlord (after the first time he had mailed a copy). Mr. Nagy stated that the Landlord always accepted the rent money as it always had and that he paid promptly on time or in advance each time. Mr. Nagy stated that since the Landlord did not send a letter with the word "termination" in it to him prior to December 2015, it was his belief that the Lease automatically renewed by its terms. As to his Counterclaim, Mr. Nagy stated that the Lease stated he was entitled to credits of \$25 per month if his rent was paid on time. Mr. Nagy stated that he did pay the full rental amount (with no deductions for the \$25 credit) every month and continues to do so. Mr. Nagy stated that the only reservation or inquiry he sent to the Landlord regarding the \$25 "prompt payment" credits was the time that Ms. McLaughlin spoke about in her testimony. Mr. Nagy stated that he paid the full rental amount (with no deductions) after the discussion of the "prompt payment" credits with the Landlord. Further, Mr. Nagy stated that he had lost four (4) or five (5) days work "dealing with" the Landlord's case against him and that he was paid \$800 per day at his job. Tenant had no further witnesses.

No further witnesses were called, and no further motions made.

The Court, having had the opportunity to observe the witnesses and hear their testimony, and having reviewed the exhibits and law applicable (most notably SC Code Sec. 27-40-320(c) which states that any Lease not signed by both landlord and tenant may be enforceable, but only for one (1) year; SC Code Sec. 27-35-30 which states that all tenancies of real estate other than agricultural lands shall be month-to-month unless there is an agreement otherwise; and SC Code Sec. 27-35-120 which states that month-to-month tenancies may be terminated by notice of either party giving the other thirty (30) days notice of such intent), found in favor of the Landlord, Bob Rice Realty, Inc., and set the Vacate Date as June 6, 2016 at 8:00 am (the following Monday). The Court found in favor of the Landlord Bob Rice Realty, Inc. regarding the Tenant's Counterclaim as well due to the Tenant's having paid the full rental amount without reservation for months after notice of the Landlord's position regarding the purported "prompt payment" credit.

This Appeal followed.

The audio of the hearing along with copies of the various filings and notices are preserved in the Court file.

Respectfully submitted,



Albert J. Dooley, III, Magistrate  
650 Knox Abbot Drive  
Cayce, SC 29033

Jun 6, 2016

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BETH A. CARROLL  
CLERK OF COURT  
LEXINGTON, SC

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State of South Carolina  
County of Lexington

Court of Common Pleas

Gerald J. Nagy )  
 )  
 Plaintiff, )  
 v. )  
 Bob Rice Realty )  
 )  
 Defendant. )

Transcript of Record  
16-CP-32-1968

September 20, 2016  
Lexington, South Carolina

B E F O R E:

The Honorable Donald B. Hocker, Judge.

A P P E A R A N C E S:

Gerald J. Nagy, Pro Se  
For the Plaintiff

Stacy L. Sheppard, RPR  
Circuit Court Reporter

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I N D E X

WITNESSES

DIRECT

CROSS

REDIRECT

RECROSS

(There were no witnesses.)

E X H I B I T S

NO.

DESCRIPTION

ID.

EVD.

(There were no exhibits.)

1 (The following proceedings were held on  
2 September 20, 2016.)

3 **THE COURT:** Okay. The next case is a  
4 magistrate's appeal, Gerald J. -- is it -- how do  
5 you pronounce your last name?

6 **MR. NAGY:** Navy only a G instead of --

7 **THE COURT:** Nagy versus Bob Rice Realty.

8 All right. Mr. Nagy, you're the appellant in  
9 this matter; is that correct?

10 **MR. NAGY:** Yes, Your Honor. It was initially  
11 incorrectly listed when I filed the case and it was  
12 subsequently changed, I think, about a week, week  
13 and a half ago.

14 **THE COURT:** But the magistrate's case was the  
15 reality company versus you, correct?

16 **MR. NAGY:** Yes, sir, they were the plaintiff in  
17 that case.

18 **THE COURT:** And it looks like that you and the  
19 reality company were present before Judge Keesley  
20 some time in the past and the case was continued to  
21 allow time for you to retain an attorney.  
22 Evidently, you've not retained one.

23 **MR. NAGY:** Actually, because of the  
24 mislabeling, Rice Realty is a corporation and I'm a  
25 pro se, so he actually had ordered them. When he

1 issued the order, I noticed that he referred to the  
2 appellant as opposed to them by name and that's when  
3 I called up and they got the appellant/respondent  
4 nomenclatures correct.

5 But Rice Reality has no intention of showing up  
6 today, sir. I have a copy of some e-mail  
7 correspondence from my counsel that indicated  
8 they're not going to be showing today. They have no  
9 interest in pursuing this case any further.

10 (Pause.)

11 **THE COURT:** All right. I've just briefly  
12 reviewed the magistrate's return, as well as the  
13 appellant's appeal. It looks like it's a dispute  
14 over a lease wherein you took the position that the  
15 lease would provide for more than one year; is that  
16 correct?

17 **MR. NAGY:** Yes, sir. It had an automatic  
18 renewal clause.

19 **THE COURT:** Right. And the magistrate ruled  
20 that, no, it ended at the end of one year; is that  
21 correct?

22 **MR. NAGY:** Yes, sir, but his -- the basis for  
23 his determination -- I have a brief that I would  
24 also, if you're not making a determination today,  
25 would like to hand up.

1           **THE COURT:** Sure. You can hand it up to me.

2           **MR. NAGY:** Okay. This, essentially, was  
3 following the oral argument that I would make today.

4           **THE COURT:** Okay. If you want to just  
5 summarize it.

6           **MR. NAGY:** Yes, sir. The short version of code  
7 27-43-20(c), which is captioned, The effect of an  
8 unsigned or undelivered rental agreement,  
9 essentially, I've been in the house for 33 years.  
10 The owner of the real estate company passed away.  
11 The ex -- now widow and daughter took it over. They  
12 hired a property manager. Shortly thereafter, they  
13 said, We want you to execute a new lease and go up  
14 on the rent. Fine, no problem. That started, I  
15 believe, in 2014 January 1.

16           It was very difficult for me to get a copy of  
17 the lease from them. They'd sent an unsigned lease  
18 to me, which is attached as, I believe, Exhibit A.  
19 I signed it and they claimed they never received it.  
20 We've had this issue with them before.

21           But under the state law, under the statute I  
22 just mentioned, in the event that a lease agreement  
23 is executed between two parties and the other one  
24 does not, especially in order to protect the tenant,  
25 it has the same effect as if it was executed by both

1 parties, unless, under section (c) of that  
2 particular statute, the term is for more than one  
3 year. The only thing that happens is it goes down  
4 to one year, which aligns with the previous statutes  
5 I believe. Instead of verbal lease, it's only good  
6 for a year.

7 But I had a copy of the lease. And so even  
8 though they claim they didn't receive it and never  
9 sent their copy back to me signed, we had a lease  
10 and agreement. They have never disputed this fact  
11 that this is their lease that they sent to me. They  
12 just said, Well, we never got it.

13 Having said all of that, when they informed me  
14 they wanted me to move out, I informed them we have  
15 a lease agreement in place. They tacitly said,  
16 Well, I guess we do. And so at the end of December,  
17 I was not finished moving out, and -- so they had  
18 never sent to me a -- any kind of letter that says,  
19 we're terminating the residential lease agreement.  
20 And even with that, the statute said it has to come  
21 in either certified or registered or hand-delivered.  
22 And I wouldn't argue that. They just basically  
23 said, Well, we want you out in October. And I'm  
24 like, It's not going to work that way.

25 So at the end of December, I sent them an

1 e-mail and I requested that I would like to stay  
2 just another two months and I never heard from them.  
3 The lease has an automatic 12-month renewal. I  
4 wasn't interested in paying an additional 12 months  
5 rent, but when I heard nothing from them, I assumed  
6 they changed their mind, whatever; they want to go  
7 ahead and continue on for another year.

8 In March, I got a nasty gram from them saying,  
9 You need to get out. They went into magistrate's  
10 court. The Magistrate said, You didn't file a  
11 30-day letter. So we got done with that.

12 We came back to court after they sent another  
13 30-day letter properly and the magistrate ruled that  
14 because of the section (c) of that statute, that the  
15 term can only be one year. Then he said, The lease  
16 was not operational. And my argument is that, in  
17 fact, it would be because the term, as I mentioned  
18 there, in Black's Law, just defines the length of  
19 time. He did not give us an opportunity to address  
20 the automatic renewal agreement.

21 Had the situation been reversed and I just  
22 vacated, then they very well could have come back  
23 and said, hey, you know, you still owe us for the  
24 year; you know, you got to pay the balance out; you  
25 never notified us; this thing automatically renews.

1 And so my argument essentially is that the judge  
2 misinterpreted that particular section of the  
3 statute. Having said that, in not doing that, then  
4 there was no argument for any of the claims that I  
5 have had.

6 They have continually and habitually changed  
7 what they want. I have tried to accommodate them as  
8 much as I possibly can. Just as an example of the  
9 stuff that I have had to deal with them, for  
10 instance, even in dealing with this case, they're  
11 intending to try to sell the house. We've had  
12 numerous correspondence about when they are supposed  
13 to be sending over an inspector. Every time I have  
14 to wait for them, I'm not able to do anything that  
15 day towards moving.

16 I am out of town a lot. I contract, and when  
17 I'm out, I'm out for a weekly contract. On two  
18 occasions, I've had to cancel a contract. And I  
19 realize there's no compensation for lost wages in  
20 this situation that I can find, but I've had to  
21 cancel contracts in order to be able to appear in  
22 court and deal with these issues.

23 As a case in point -- if you would like to hand  
24 this up. Thank you, sir.

25 This just shows the kind of stuff when -- the

1 actual portion of the first page, but I have printed  
2 out the entire correspondence. They wanted to  
3 settle this thing when we were here last time. I  
4 suggested that if they have to retain counsel, it  
5 was going to be very expensive. In an attempt to  
6 try to accommodate with them, I said, Why don't we  
7 work this thing out? And they said, Oh, no problem.

8 They came back about a day later and said, It's  
9 not an issue; yeah, let's go ahead and let's make  
10 this thing go away. And I said, Well, we have to  
11 execute an agreement for both the circuit court and  
12 the magistrate's court. And at this point, it's  
13 beyond my capability, as I don't consider myself to  
14 be a bad pro se litigant, but this gets into stuff I  
15 don't know.

16 John Hughes Cooper, an attorney I worked with  
17 on numerous occasions, I've done forensic work for  
18 him, I called him. And he said, No problem; they  
19 just got to have their attorney get in touch with me  
20 so we can work out the details on how we want to get  
21 this thing settled. He has never heard anything  
22 from them. And then Friday they sent an e-mail to  
23 him saying, We've just decided -- we just want it to  
24 go away.

25 Well, I don't think it works that way last time

1 I checked because there's counterclaims; there was  
2 no mention of any this. She just thinks that I  
3 should just forget about all of this stuff that she  
4 has put me through in trying to stay in my home  
5 until I am completed with the move.

6 Run into a lot of problems -- well, it doesn't  
7 really count here, but I started moving and  
8 attempted to move literally within weeks of getting  
9 their initial letter back last July, I believe.  
10 Found a house, we had all kind of problems with the  
11 floods; my mother passed away. The second half of  
12 the year and actually the last quarter of the year  
13 is my busy time; I do IT training. And so there  
14 really wasn't getting anything done. And I  
15 essentially started moving in January. And I  
16 thought, okay, I may be able to get out, you know,  
17 just get some Conex units and throw my stuff in  
18 them, get out of this house, and that's why I asked  
19 for two months, heard nothing from them and then  
20 they commence court actions.

21 And so because of the way that they have  
22 treated me, I think I'm entitled to quiet enjoyment  
23 of my property. And there has just been a  
24 retaliatory conduct for what I consider to be valid  
25 actions on my part, which to assume that the lease

1 that they themselves drew up should have -- they  
2 should honor the automatic renewal clause. It's  
3 their lease. And so I'm trying to abide by the  
4 terms of it, which I realize we're talking about,  
5 you know, \$10,800 in rental payments that I'm going  
6 to have to give them this year alone in order for us  
7 to comply with, you know, the balance of the lease.  
8 I am, at this point, pretty certain if I moved out  
9 early, they wouldn't mind, but I factored that in.  
10 I took some additional contracts simply because I  
11 needed the money.

12 And so with all that in mind, the damage that  
13 I've asked for, which, you know, also needed to be  
14 settled because there was a counterclaim in the  
15 answer to the second magistrate's court, was three  
16 months rent, which I believe is probably the max  
17 that I would be entitled to, plus my actual costs of  
18 defending this, the mailing fees, the mileage, the  
19 cost of filing this appeal, the certified letters  
20 that I've had to send back and forth, the cost of my  
21 attorney on the first hearing collectively is around  
22 \$850.

23 In addition to that, they had a -- they had a  
24 tentative in the lease that allowed me a 25 dollar a  
25 month -- pardon me just a minute, Your Honor -- 25

1           dollar a month repair credit as long as I paid my  
2           payments on time, which they have not contested that  
3           one bit. And so when I attempted to avail myself of  
4           that, they said, Oh, no, no, you can't do that,  
5           that's only for some of our tenants not for you.  
6           And so I would request that I also be allowed to  
7           remove that from the next rental payment or have  
8           them refund it back to me and let me pay them the  
9           875, the reduced amount, as long as it's a timely  
10          payment based on, again, the terms of their own  
11          lease.

12                 And so -- like I say, the issues that I have  
13          with them, Your Honor, they just -- they constantly  
14          change their mind, they really don't care. They've,  
15          quite frankly, I think, at this point, shown  
16          contempt for the process in just by saying, as  
17          evidenced even in that e-mail, Well, we just changed  
18          our mind, forget about it. And so with all the time  
19          and the effort that I've had to put into it and the  
20          time that the courts have spent on this, and they  
21          just change their mind, and I just don't believe  
22          that that's the way things should be done.

23                 **THE COURT:** All right. So they say in their  
24          e-mail they're willing for you to stay until  
25          December. Is that satisfactory to you or you want

1 to stay longer than December?

2 **MR. NAGY:** No, sir, that's satisfactory to me,  
3 but I would also ask because of -- which is fine,  
4 which is what now I had made plans to do which is to  
5 -- because the lease renewed, is to stay in there  
6 until the end of December, which is the termination  
7 time of the lease at this point. And so I'm okay  
8 with that part of it.

9 But my problem is now is that because now  
10 they've changed their mind, I still have all this  
11 time and all the expenses involved in this. And, I  
12 mean, they've just been, I hate to say it, I feel  
13 like they've been beating on me with the court  
14 system and now they decided, well -- when the judge  
15 ordered them to retain counsel, I'm sure they got a  
16 price as to what it was going to cost to defend this  
17 action, said, ah, it's just cheaper to make it go  
18 away. Well, you know, you got us here and now they  
19 just changed their mind, and that's the other --  
20 that's the other thing that I have a problem with.  
21 So I believe damages would be in order on this, Your  
22 Honor.

23 **THE COURT:** Well, as far as your claim for some  
24 of these expenses, I'm not inclined to award you any  
25 -- I mean, filing fees, that's basically the only

1 cost you're -- I'm trying to find...

2 **MR. NAGY:** If you don't mind, Your Honor, I'd  
3 like to sit. I have a little bit of a heart  
4 condition, it's a little difficult. This is not  
5 easy for me.

6 **THE COURT:** I mean, what I'm inclined to do or  
7 willing to do is to reverse the magistrate's order  
8 insofar as allowing you until December 1 to remain  
9 on the property.

10 **MR. NAGY:** It would be December 31st, Your  
11 Honor.

12 **THE COURT:** December 31st remain on the  
13 property and I'll award you your filing fee for this  
14 appeal of \$150, but I'm not inclined to award  
15 anything else.

16 You mentioned talking with the lawyer. I don't  
17 have the lawyer here to confirm what -- and  
18 basically getting attorney's fees, it's either set  
19 by statute or by contract and any other expenses  
20 that you've incurred, I'm not inclined to award  
21 that, but I will award the \$150 filing fee for  
22 filing this appeal and allow you to stay on the  
23 property until December 31.

24 **MR. NAGY:** Okay, Your Honor. Might I also ask  
25 that the term of the lease of the 25 dollar per

1 month repair credit for timely payment also be  
2 allowed?

3 **THE COURT:** All right. The lease agreement  
4 says what now?

5 **MR. NAGY:** The lease agreement on the very  
6 first page, I believe it's Exhibit A.

7 **THE COURT:** I don't have the lease agreement.

8 **MR. NAGY:** I'm sorry. It's in the -- I thought  
9 I had put it in here -- yeah, it is under Exhibit C  
10 in the brief that I have just given you, and it is  
11 the second bullet point down on the first page. Pay  
12 900 per month, late charge of \$25 -- I'm sorry, my  
13 apologies, third bullet point -- as an incentive to  
14 make rent payments, a prepay discount in the amount  
15 of 25 may be deducted.

16 And she refused to allow me to deduct that when  
17 I had -- I had to pay for an air conditioner to be  
18 repaired, I had to put a new faucet in. And when I  
19 submitted -- or deducted that from the rent, because  
20 I had been paying them the 900 -- we originally had  
21 a verbal agreement that I would just pay them the  
22 900 and any repairs that I incurred, I will go ahead  
23 and just send the invoice and take it off that  
24 month, which is historically what I had been doing  
25 for 33 years. And so when I sent that to them, they

1           said, Oh, no, we've changed our mind.

2           And, obviously, my argument was, you know, it's  
3 part of your lease. But I wasn't going to get in a  
4 contest with them about that amount, but since this  
5 is -- if you're upholding their lease, I would like  
6 to be able to deduct that from, you know, that that  
7 -- I be entitled to that and be able to deduct that  
8 from the rent.

9           **THE COURT:** Well, the only evidence of that  
10 that I have before me is where the magistrate found  
11 in his return that you pay the full rental amount  
12 with no deductions.

13           **MR. NAGY:** Yes, sir.

14           **THE COURT:** And so you did not -- so what  
15 you're saying is that you did not voluntarily make  
16 any deductions for the 25 bucks; is that correct?

17           **MR. NAGY:** Yes, sir. Because when she finally  
18 sent this over and I executed it, I said, Look,  
19 here's what I would rather do, it's easier for me,  
20 let me just write you the 900, and any expenses I  
21 have, rather than me try to count it -- I run my  
22 business from my house and it's just infinitely  
23 easier from an accounting standpoint for me to not  
24 try to figure out what I had paid out, just pay her  
25 the money and as long as anything that I have to pay

1 for minor repairs doesn't exceed what we had  
2 accumulated at that point in time, it's easier for  
3 me to do it that way.

4 She had no issue with that until two years into  
5 this thing, I attempted to do it. I took off like  
6 70-something dollars for a new faucet from Lowe's,  
7 not labor or anything, just parts, she said, Oh, no,  
8 we're not doing that. And I'm like, I'm not going  
9 to argue with it, okay.

10 **THE COURT:** I don't have any -- I don't have  
11 any evidence -- I mean, I hear what you're telling  
12 me, but insofar as whatever evidence that you  
13 presented to the magistrate, I don't have that.

14 **MR. NAGY:** Well, he didn't get that far because  
15 he had said the lease is invalid, so it doesn't  
16 matter. That was the thing. And she didn't contest  
17 that part of it when we had presented that.

18 **THE COURT:** Right. And recognizing that you're  
19 not a lawyer, what you probably should have done was  
20 to make a proffer of proof so it would be a part of  
21 the record so it could be dealt with by me on appeal  
22 and -- since that was not done.

23 So what I'm going to do, I'm going to do an  
24 order reversing the magistrate insofar as allowing  
25 you until December 31 to remain on the property,

1 award you cost of \$150.

2 **MR. NAGY:** Thank you, Your Honor.

3 **THE COURT:** Good luck to you, sir.

4 **MR. NAGY:** I appreciate it.

5 **THE COURT:** The clerk will mail you a copy of  
6 the order.

7 **MR. NAGY:** Okay. Thank you very much.

8 **THE COURT:** Thank you.

9

10 END OF PROCEEDINGS

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# BOB RICE REALTY

2201 Marshall St. Columbia, SC 29203

803-779-2600

BOBRICEREALTY@GMAIL.COM

## Residential Lease Agreement

THIS LEASE AGREEMENT is made and entered into this 1<sup>st</sup> day of January, 2014, by and between BOB RICE REALTY hereinafter referred to as "Landlord" and Gerald J. Nags and \_\_\_\_\_, hereinafter referred to as "Tenant".

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at 300 Timber Ridge Ln. W. Columbia SC 29169 for the period commencing on the 1<sup>st</sup> day of January, 2014, and thereafter until the 31<sup>st</sup> day of December, 2014, at which time this Lease Agreement shall automatically renew each year unless terminated in writing.

- The Tenant is required to give the Landlord in writing a notice 1 month (30 days) in advance of his/her moving.
- Tenant shall pay as rent the sum of \$ 900<sup>00</sup> per month, due and payable monthly, in advance, no later than 5:00 p.m. by the fifth day of every month. Tenant further agrees to pay a late charge of \$ 25.00 for each month rent is not received after the fifth of the month to the Landlord regardless of the cause, including dishonored checks, time being of the essence. An additional Service Charge of \$ 25.00 will be paid to Landlord for all dishonored checks.
- As an incentive to Tenant to make rent payments by the first of the month and for being responsible for all minor maintenance of the premises, a pre-payment discount in the amount of \$ 25.00 may be deducted from the above rental amount each month.
- Tenant agrees to pay a Security Deposit of \$ 300<sup>00</sup> (Previous Paid) to bind Tenant's pledge of full compliance with the terms of this agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT! Any damages not previously reported as required in paragraph 25, will be repaired at Tenant's expense.
- Release of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the provisions below.
  - A. The full term of the Agreement has been completed.
  - B. No damage to the premises, buildings, grounds is evident.
  - C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean, The range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have

been removed from the property, carpets have been commercially cleaned and left clean and odorless.

- D. All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc.
- E. All keys have been returned.
- F. A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant.
- Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents lost in the mail will be treated as if unpaid until received by Landlord. *Hold on to your receipts!*
- Tenant agrees to park in the parking spaces provided and to avoid parking in the yard.
- Tenant is responsible for all costs associated with Tenant's non-payment of rent: all court costs and attorney's fees and all costs of collection.
- Tenant agrees to use said dwelling as living quarters only for 2 adults and 0 children, namely:

- 
- Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition.
  - **PETS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM LANDLORD.** As additional rent, Tenant agrees to pay a non-refundable pet fee of \$10.00 per month for each pet. All pets on the property not registered under this Lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law.
  - **NO SUBLETTING.**
  - Pest Control is the responsibility of the Tenant, due to the home being free of pests at time of move-in.
  - Tenant will be responsible for payment of all utilities, telephone, gas.
  - Tenant is responsible for lawn maintenance. If the lawn is not cut after receiving written warning, a \$55.00 lawn maintenance fee will be charged.
  - Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. ***Tenant should purchase renter's insurance.***

- Tenant's obligations are as follows:
- A. Take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
- B. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
- C. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable, safe manner.
- D. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- E. Conduct himself, his family, friends, guests, visitors in a manner which will not disturb others.
- F. Allow the Landlord or his agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours, and to specifically authorize unannounced access anytime rent is late, or this Agreement is terminated or for pest control, maintenance estimates, serving legal notices, or emergencies.
- G. NO WATER BEDS PERMITTED WITHOUT WRITTEN PERMISSION.
- No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord.

IMPROVEMENTS TO PROPERTY - Any improvements to the property made by tenant inside or outside must not be removed without written permission from the property manager. This includes landscaping, scrubs, flowers, walkways, out buildings such as storage sheds and play-houses, etc. Any interior improvements the tenant may have made to the property must also remain. Improvements such as but not limited to the following are installation of ceiling fans, book shelves, shelving, light fixtures, etc.

Tenant signature \_\_\_\_\_ Date \_\_\_\_\_

All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all Security Deposits and one full month's rent shall be forfeited in favor of Landlord as liquidated damages.

Properties built before and during the late sixties and early seventies may have had lead based products and asbestos products used in them. These products were considered to be safe at the time they were used, just as the building products used today are considered safe for home construction. Only the test of time will show which products are or are not safe to use. Having read the above, the tenant signs the lease below with the full understanding that these conditions may be present in this property. The tenant and all parties associated with this property relieves the owner, property manager, and any of his agents from any responsibilities for these conditions regardless of when or how these conditions were caused.

You also acknowledge receiving the EPA Booklet "Protect Your Family From Lead In Your Home"

X \_\_\_\_\_

\_\_\_\_\_  
Tenant Signature Date

X \_\_\_\_\_

Tenant Signature Date

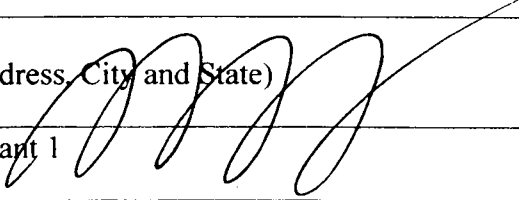
Signing below means you have read the Lease, are in full agreement with it and have received a copy of the contract.

ACCEPTED THIS 1<sup>st</sup> DAY OF January 2014.

at \_\_\_\_\_

(Address, City and State)

Tenant 1



\_\_\_\_\_  
Landlord, Property manager or Agent

# BOB RICE REALTY

2201 MARSHALL STREET • COLUMBIA, S.C. • 29203

803-779-2600 • BOBRICEREALTY@GMAIL.COM

---

Gerald Nagy  
300 Timber Ridge Dr.  
West Columbia, SC 29169

Dear Mr. Nagy,

As you may have heard, Mr. Rice has become ill and will no longer be coming into the office. His family has now stepped in to help with the business and is working together with him to get things in order. We wanted to let you know there will be a few changes with your residency.

Firstly, before making any purchases for repair to the home on Timber Ridge, we need you to call the office to authorize such purchases. We are no longer allowing rental concessions for repair work without previous approval. Secondly, because your rent is markedly below market value, we will be raising the monthly rent from \$800 to \$900 but are going to wait until January 1<sup>st</sup> to do so. At that time, we will have you come in to sign a new lease if you are interested in continuing your residency with us.

If you have any questions, please call the office any time.

Warmest regards,

  
Terri McLaughlin, Property Manager

**BOB RICE REALTY, INC.**  
2201 MARSHALL STREET  
COLUMBIA, SC 29203

COLUMBIA SC 290

11 OCT 2013 PM 3 L



Gerald Nagy  
300 Timber Ridge Dr.  
West Columbia, SC 29169

29169541400



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# BOB RICE REALTY

2201 MARSHALL STREET • COLUMBIA, S.C. • 29203

OFFICE: 803-779-2600 / FAX: 803-403-8914

BOBRICEREALTY@GMAIL.COM

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July 8, 2015

Dear Mr. Nagy:

I have sat down with Mr. Rice's daughter and we have come to a decision about the property at 300 Timber Ridge.


We want the home vacated so we can update the home (flooring, wallpaper, plumbing, painting, roof work, yardwork, etc.) and rent it for a much higher monthly rent. She wanted me to give you a notice to vacate for the end of August but I have had her relent and wait until the month of September due to the sheer volume of belongings you have in the home.

I know this will be a serious inconvenience, but I hope with 3 months to move, we are giving you more than enough time. You've been an excellent tenant and will have nothing but a stellar rental reference from us.

Change is difficult, I know, but everything with Bob Rice Realty has changed since Mr. Rice passed and this house is indicative of that change.

Thank you for your excellent tenancy and please call me with any questions or concerns you may have.

Warmest Wishes,

  
Terri L. McLaughlin  
Property Manager

## Gerald J. Nagy

300 Timber Ridge Drive • West Columbia, South Carolina 29169 • (803) 791-3438  
FromBobRice@MagyarMail.com

### NOTICE

August 18, 2015

Terri L. McLaughlin, Property Manager  
Bob Rice Realty, Inc.  
2201 Marshall Street  
Columbia, South Carolina 29203

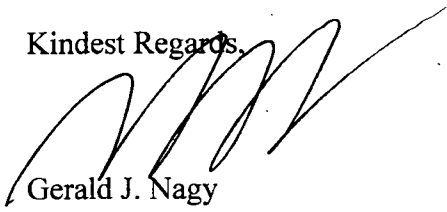
Dear Ms. McLaughlin,

I am writing to you in response to your correspondence dated July 08, 2015. You requested that I vacate, by the end of September, the premises I am currently renting. Having discussed this with my attorney, we are of the opinion that I have a valid lease until January 2016 based on South Carolina statutes. However, based on your request, I am working diligently to leave as soon as possible. I do not believe it is in anybody's interest or desire to litigate this. I have located a new residence and am in the process of relocating. I anticipate that I will be finished by the end of September. However, due to work scheduling and other conflicts, there is a possibility that I may not be able to finalize the move until sometime in October, but the goal is the end of September as you have requested.

You stated in your letter, you are essentially wanting to remodel the entire house in order to realize a higher rent. To that end, I have a proposal that may be mutually beneficial. Currently, there is a high end, dual zone, Ademco brand alarm system installed in the house. Every door and window on the ground floor is alarmed, including the garage, and there is motion detector in the downstairs bedroom. The sensor switches are permanently installed so cannot be removed when I leave, but the individual transmitters can be removed as they use a wireless link. There are also three keypads, one at the front door, rear door, and the master bedroom. The main unit is in the master bedroom closet and has a two+ day extended runtime battery. I also have three spare transmitters. Current replacement value is around \$2,000 plus installation labor. Since this system is not ideal (although adaptable) for my new residence and you are looking to garner higher rent, this system certainly would be added value for any prospective future tenant. If you are interested, I would be willing to leave the entire system in place in lieu of the September rent. This would allow you to charge a higher rent in the future and would free up some cash on my end to help facilitate the move. Let me know your thoughts on the matter.

Because of my time constraints, I am sending this to you both via US Mail and email. If you are interested in my proposal, please respond to the email address in the letterhead. If I do not hear back from you I will mail the September rent on schedule.

Kindest Regards,



Gerald J. Nagy

cc: JB Kern

**MGC Data Services**

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**From:** "Bob Rice" <bobricerealty@gmail.com>  
**To:** "General Delivery" <Catch-All@magyarmail.com>  
**Sent:** Wednesday, October 28, 2015 1:49 PM  
**Subject:** Re: House

Hi, Mr. Nagy!

We've received rent again so I'm assuming you're just staying through til the end of December? This is fine, if that is your plan, just let us know.

In the meantime, we've decided to try to sell the house instead of renting it out and we wanted to give you the first option to purchase the home if you are interested and can qualify for a loan.

Our sales price is going to be well below market values, as we don't really want to spend the funds to fix it up, at \$150K.

Thanks!

Terri

**MGC Data Services**

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**From:** "General Delivery" <Catch-All@MagyarMail.com>  
**To:** "Bob Rice" <bobricerealty@gmail.com>  
**Sent:** Monday, December 21, 2015 7:37 AM  
**Subject:** House & Moving  
 Hi Terry,

Finally, I have slowed down from all the hectic events of the last few months. I wish I had known earlier as we finalized the financing on the new place in October for around the same \$ in your offer. That would have been a much better plan for me to stay here.

As an update, we got delayed early on by having to move Mom to an ALF in August. There was little progress made until the financing closed, and then were delayed by the storms and flooding. Mom went into the hospital at the end of October and passed away in November. Again, we had to move her things and prepare shutting down her old house. Worse, the assistant I had to help move changed his day job, is now on call 24 hours a day, and can no longer help. I finally found a replacement Saturday past, so am getting back in gear. The upshot of all this is I will need a two month extension. I am going to Charleston to get the storage containers today as they were mostly out of stock because of the demand, again due to the flooding, and should be delivered first thing next week. I will be mostly in town until the end of February.

Regards,

Gerald

----- Original Message -----

**From:** Bob Rice  
**To:** General Delivery  
**Sent:** Wednesday, October 28, 2015 12:49 PM  
**Subject:** Re: House

Hi, Mr. Nagy!

We've received rent again so I'm assuming you're just staying through til the end of December? This is fine, if that is your plan, just let us know.

In the meantime, we've decided to try to sell the house instead of renting it out and we wanted to give you the first option to purchase the home if you are interested and can qualify for a loan.

Our sales price is going to be well below market values, as we don't really want to spend the funds to fix it up, at \$150K.

Thanks!

Terri

## "Terri Mac"

**Terri Lynn McLaughlin**  
**Property Manager and Sales Broker, Bob Rice Realty**  
**2201 Marshall Street--Columbia, S.C.--29203**  
**803-200-7154 (Cell)**  
**803-779-2600 (Office)**  
**803-403-8914 (Fax)**

**BOB RICE REALTY**  
**2201 Marshall St Columbia, S.C. 29203**  
**OFFICE: 803-779-2600 / FAX: 803-403-8914**

BOBRICEREALTY@GMAIL.COM

February 22, 2016

Dear Mr. Nagy:

I just wanted to be sure you understand that time is up for continuing to extend your month to month lease at 300 Timber Ridge Road in West Columbia. We gave you til the end of December and were willing to extend your residency until the end of February but we can give you no more time. Please make sure the keys are brought back to the office at the end of February when you vacate. If you are not vacated by March 1<sup>st</sup>, 2016, we will be forced to file eviction.

Warmest Regards,



Terri McLaughlin, Property Manager

**MGC Data Services**

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**From:** "Bob Rice" <bobricerealty@gmail.com>  
**To:** "General Delivery" <Catch-All@magyarmail.com>  
**Sent:** Monday, February 29, 2016 4:01 PM  
**Subject:** Re: 300 Timber Ridge

Mr Nagy,

The way that tenancy laws work in SC are as follows: Once a written lease has expired, the lease DOES NOT "automatically" renew. The lease automatically changes to a month-to-month lease. You told me you needed til the end of February and we were working with that understanding but we can no longer continue to drag this out. We will be filing eviction. Your other option is to come into the office to sign a new one year lease beginning in March with \$1500 monthly rent. If that is not workable, we understand, and so you need to vacate.

Regards,  
 Terri

## "Terri Mac"

**Terri Lynn McLaughlin**  
**Property Manager and Sales Broker, Bob Rice Realty**  
**2201 Marshall Street--Columbia, S.C.--29203**  
**803-200-7154 (Cell)**  
**803-779-2600 (Office)**  
**803-403-8914 (Fax)**

On Mon, Feb 29, 2016 at 2:34 PM, General Delivery <Catch-All@magyarmail.com> wrote:  
 Hi Terry,

I got to my USPS mail on Sunday, and saw your letter. I am really at a loss here of what to say, but ignoring it will not help. So, here is my position. Base on SC statues, we had a year to year lease that automatically renewed. I sent an email in December telling you I was in need of a two month extension. Since you did not respond in any manner and accepted both the January (lease renewal) and February rent checks, my position is that the lease renewed for another year. I am not interested in staying, nor paying, until the end of 2016. It is clear that you want me gone also, so when I am done moving I had planned on obtaining a release letter from you. You letter states we now have a month to month lease. There was no conversation, correspondence, or agreement to those altered terms. If you think you have a case for an eviction, I cannot stop you from filing. I do not believe you will be successful, but that is your choice. If you want to discuss this, please respond via email. As previously stated, I am moving my possessions as fast as time and health allows and it is easier for me to correspond via email. If you would prefer to do so via US Mail, please send all correspondence Certified, and I will respond in kind.

Regards,

Gerald



# BOB RICE REALTY, INC.

SALES

LAND DEVELOPMENT

APPRAISALS

2201 MARSHALL ST.

PHONE 256-0547

COLUMBIA, S. C. 29203

779-2600

4-21-15

Hi, Mr. Nagy!

It's Jenni, from Bob Rice Realty.  
We got your letter with the \$25  
credit-per-month balances but  
we are wondering where the credits  
came from.

We give some of our residents \$25  
credits for paying early or by the 1<sup>st</sup>  
but not all of them. You are not one  
of those residents but I want to ensure  
I haven't missed something. Because  
your rent is far below market rent in  
the neighborhood, it never occurred to  
us to also give you a discount.

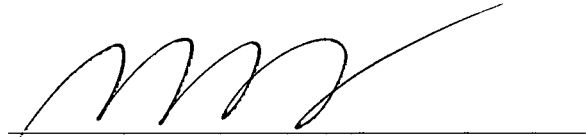
Thanks so much for clearing this  
up with me when you can.

Jenni 803.779.2600

**CERTIFICATE OF APPELLANT:**

I certify that this record contains no matter which is irrelevant to this appeal.

Respectfully submitted,  
November 10, 2017



Gerald J. Nagy, Pro Se  
Mail Stop 149  
911 Old Barnwell Road  
West Columbia, South Carolina 29170  
(803) 808-3438

**RECEIVED**

NOV 13 2017

SC Court of Appeals