

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge
J.C. Nicholson, Jr., Circuit Court Judge

Appellate Case No. 2018-001879

RECEIVED
MAY 17 2019
SC Court of Appeals

South Carolina Human Affairs Commission,

Appellant,

v.

Zeyi Chen & Zhirong Yang,

Respondents.

MOTION TO SUPPLEMENT RECORD ON APPEAL

Pursuant to South Carolina Appellate Court Rules 212(B) and 240, Appellant requests that it be permitted to submit a supplemental record to include three documents cited to in its Initial and Final Briefs that were inadvertently omitted from the initial filing of the Record on Appeal. These documents are the Affidavit of Respondent Chen, five excerpts from the Deposition of Respondent Chen, and the Duffy Lease Agreement (see Attached). Appellant is prepared to serve the Supplemental Record and Appendix in compliance with Rule 212(C), SCACR.

Alex Pate

R. Alexander Pate, II
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Attorneys for Appellant

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
South Carolina Human Affairs)
Commission)
)
Plaintiff,)
)
vs)
)
Zeyi Chen and Zhirong Yang)
)
Defendants.)
)
_____)

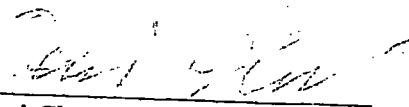
IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2014-CP-10-7037

AFFIDAVIT OF ZEYI CHEN

PERSONALLY APPEARED BEFORE ME, Zeyi Chen who after being duly sworn and says the following:

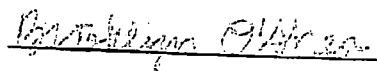
I am a defendant in this case. The statements in this affidavit are true and based on my personal knowledge. I am the author of the attached document titled "Policy, Rule and Regulation For the second floor of 1465 Stuart Engals Blvd." The document and my email on March 13, 2014 were prepared in response to a request made by Mr. Marvin Caldwell, the investigator with the South Carolina Human Affairs Commission, and they were prepared as conciliation efforts. The document did not exist for the property located at 1465 Stuart Engals Blvd. prior to conciliation with the SC Human Affairs Commission. The document was not prepared with the intent to discriminate or violate fair housing law and it was never posted at the property or on any advertisement.

FURTHER AFFIANT SAYETH NAUGHT.

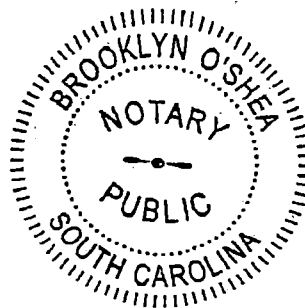


Zeyi Chen

PERSONALLY APPEARED BEFORE ME
THIS 24th DAY OF JANUARY, 2018



Notary Public For South Carolina
My Commission Expires:
September 15, 2015



Caldwell, Marvin

From: gomes4580 <gomes4580@163.com>
Sent: Thursday, March 13, 2014 2:34 PM
To: Caldwell, Marvin
Subject: the complaint
Attachments: Policy1465 building.docx

Dear Mr. Marvin Caldwell:

March 13, 2014

We email you our policy, rule and regulation, please give us your advice, thanks,

Zeyi Chen, Zhirong Yang, and Yolanta

Marvin Caldwell

Investigator, Fair Housing

Human Affair Commission

March 6, 2014

Dear Mr. Marvin Caldwell:

We appreciate your work and patience. In fact, we received the letter from your commission and letter from US Department of Housing; we were shocked by the complaint. Zeyi Chen and Zhirong Yang, We are married couple with different last name due to Chinese tradition. We are owner of rental place, but Yolanta Anriushkiavichus did ad, communication, showing, application, negotiation, record keeping, and management work. There was no discrimination involved in the whole process.

Policy, Rule and Regulation

For the second floor of 1465 Stuart Engals Blvd

The second floor of this building is used for residence of short term of 6 months. The first floor and middle floor of this building are occupied by the business: Skin Therapy Center/Clinic of Acupuncture.

1. The bathroom of second floor is used by the second floor tenant and the first floor in case of necessity.
2. The big closet next to second floor step is used by the first floor. The big closet next to bathroom on second floor is also used by the first floor.
3. There are two units on second floor; each unit is occupied by a single person as tenant.
4. The second floor and first floor, both are office settings. The rooms on second floor are temporary rented and used as residence for 6 months, but this building as physician office nature remains unchanged.
5. The lease term cannot be extended, but the lease period can be shortened if the tenant asks for earlier termination with written application to building manager for approval.
6. The first and middle floor business belongs to health category. The clients and patients of the business need a safe, clean, healthy, calm, quiet and undisturbed environment for the clients' healing and relaxation.
7. The second floor tenant must keep own space as well as public space clean, healthy, safe, and calm. The public spaces include: such as walkway, bathroom, sink, floor, wall, door, steps.
8. There is no kitchen, no oven, no stove, and no range on the second floor. One infrared cook-up plate is provided in each unit. Frequent and longtime cooking should be avoided.
9. The electrical supply is limited; each electrical device must be directly connected to the wall plug. The extension cord is prohibited in order to prevent electrical and fire hazard.
10. The radio, music, online TV must be very gentle in order to avoid affecting your neighbor.
11. If the tenant wants to move furniture, device and any heavy objects, please do your best to reduce noise, vibration, friction, shaking, falling. In case you need help please let us know.
12. In this building, there are many steps, turns, corners; the tenant is responsible for tenant's own and your guest's safety and liability.

13. The hot water supply in this building is limited. Before you take shower, please coordinate with your neighbor.
14. The wireless connection is provided, but interruption can happen, due to many reasons. Please understand: the building manager has no control with wireless connection.
15. The step from ground to middle floor is brick, hard, sharp, and steep and can be slippery when dark and raining. Especially during night, the tenant must be extremely careful.
16. The front entrance and hall way are shared with first floor staff, its clients and patients. The tenant must learn the common sense and keep good personal hygiene and protect, especially during flue and viral season.
17. Please observe these rules, if there is any problem, concern or suggestion, please contact with Yolanta.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 24th day of January, 2018, in Charleston, South Carolina, the pleading or paper to which this certificate is affixed was served upon opposing counsel to this action by sending a true copy of the same via USPS First Class mail to the following address:

Randy Alexander Pate, II, Esq.
S.C. Human Affairs Commission
1026 Sumter St., Ste. 101
Columbia, SC 29201

Brooklyn A' Shea
Brooklyn A' Shea, Esq.

O'Shea Law Firm, LLC
1120 Folly Road
Charleston, SC 29412

1 Q. So you don't know if a couple ever
2 lived there?

3 A. But Yolanta -- first of all, the policy
4 is one person.

5 Q. The policy says one person?

6 A. Always one person.

7 Q. But you don't know whether or not the
8 policy was adhered to?

9 A. Because it's hard. People live there.
10 More people live there -- you don't know. I mean,
11 we left. Yolanta stay to 5:00.

12 Q. Yolanta what?

13 A. Yolanta work until 5 o'clock. After
14 5:00 can somebody slip into -- even people can slip
15 into the back. You don't know.

16 Q. So there could have been boyfriends or
17 girlfriends living there?

18 A. Of course, but normally -- should be
19 not common. We really very strict about the
20 person. One person is one person. Because also
21 before it was not to live, because it involved
22 cooking and a lot of things.

23 Q. Say that one more time.

24 A. People live there. They cooking
25 something. Yolanta also emphasize size. Not too

1 Q. So sometimes a tenant might break that
2 rule that you had in place?

3 A. Uh-huh. Yes.

4 Q. When that would happen would you try to
5 evict that tenant?

6 A. I think Yolanta tried.

7 Q. Yolanta tried to evict a tenant?

8 A. Uh-huh.

9 Q. Was that a tenant at 1465 Stuart Engals
10 Boulevard?

11 A. I don't know. I don't recall.

12 Q. Was that policy about single renters a
13 policy in effect for any of your other properties?

14 MR. O'SHEA: Object to the form of the
15 question.

16 A. Because you said all my tenants.
17 Tenants live in other buildings. They are allowed
18 to have people live there. But the place in 1465
19 Stuart Engals Boulevard is a commercial building.
20 It's my office.

21 Q. So that policy was for 1465 Stuart
22 Engals Boulevard; correct?

23 A. Uh-huh.

24 Q. Has any unit at that property ever been
25 rented to a family?

1 person, but the people allow me to do that. I rent
2 building for more than 200 -- 2,000 square feet. I
3 pay \$200 a month. I have two rooms. Even though
4 older house in Charleston. I rent one room to a
5 man. He's African-American. We become so good
6 friends. He's one of the best of my tenants I had.
7 He was the first of my tenants. Then he married to
8 a white woman. Have child. Bring child to my
9 office. We become really good friends. Black,
10 white -- doesn't matter. I said it's no race
11 based.

12 Q. I want to come back later to your other
13 tenant, but for now let me go ahead and ask about
14 this.

15 MS. RICE: We'll mark this as
16 Exhibit 6.

17 (Plaintiff's Exhibit 6, copy of Policy,
18 Rule and Regulation for 1465 Stuart Engals
19 Boulevard, marked for identification.)

20 A. So we mailed this to Mr. Marvin.

21 Q. So Dr. Chen, explain to me what this is
22 exactly.

23 A. This is our rules for our tenants, and
24 it means all this. And this is all rule.

25 Q. So the rules in Exhibit 6 apply to

1 which property?

2 A. Only for the second floor.

3 Q. And what units are on the second floor?

4 A. I have three rooms.

5 Q. Three rooms?

6 A. Yeah. Because this come from why --
7 because I talked to Mr. Marvin so much. Whenever
8 he asked me I tried to provide him this document.
9 That's what we did. That's also our regular rules,
10 too.

11 Q. Does this appear to be a fair copy of
12 what you gave to Mr. Caldwell?

13 A. I think it should be the copy I give to
14 him. Yeah.

15 Q. Did you ever rent any room on the
16 second floor to a residential tenant following
17 January 10th, 2014?

18 A. I think we have person who live there
19 temporary.

20 Q. Do you remember that person's name?

21 A. No. I don't know. Yolanta know that.
22 Yolanta handle this.

23 Q. Was it just one person to whom you
24 rented?

25 A. Only one person. Always single person.

1 they have friend come spend night -- we don't
2 really inspect it.

3 Q. If it was somebody that was living full
4 time with Ashley, would that violate your policy?

5 MR. O'SHEA: Object to the form of the
6 question.

7 A. I think our policy is clear one person,
8 one rent.

9 Q. And that would apply to Ashley Duffy's
10 lease?

11 A. Yes.

12 MR. O'SHEA: Object to the form.

13 A. (Continued) Whether you have two
14 person, weekend, that's another problem, but you
15 have no control.

16 Q. So having more than one person, would
17 that violate your policy?

18 A. I don't know how to explain what real
19 estate rule should be. I know you're a lawyer.
20 You know that. I mean, rental, just one person,
21 tenant. There are five people there. Is it legal
22 or it's not illegal? I ask you. I don't know even
23 though I rent the house, but I'm not really
24 familiar with the policy.

25 Q. The policy in Exhibit 6 is your policy;

RESIDENTIAL LEASE

This Lease is made on 1/16/14, between Yolanta / Zeyichun, Landlord, of 1465 Stuart Engals Blvd Studio #1, City of Mt. Pleasant, State of SC, and Ashley Duffy, Tenant, of 1465 Stuart Engals Blvd Studio #1, City of Mt. Pleasant, State of SC.

PLAINTIFF'S
EXHIBIT
CHUN 9
1-26-16 PT

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following residence:

1465 Stuart Engals Blvd Studio #1

2. The term of this Lease will be from 2/1/14, until 2/1/15.

3. The rental payments will be \$ 900. per month and will be payable by the Tenant to the Landlord on the 1st day of each month, beginning on 2/1/14.

4. The Tenant has paid the Landlord a security deposit of \$ 900. This security deposit will be held as security for the repair of any damages to the residence by the Tenant. This deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any amounts needed to repair the residence, but without interest, except as required by the Laws of the State of SC.

5. The Tenant has paid the Landlord an additional month's rent in the amount of \$ /. This rent security deposit will be held as security for the payment of rent by the Tenant. This rent security deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any rent still due upon termination, but without interest, except as required by the Laws of the State of /.

6. The Tenant has inspected the residence and has found it satisfactory. Tenant agrees to maintain the residence and the surrounding outside area in a clean and sanitary manner and not to make any alterations to the residence without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the residence in the same condition as when it was received, except for normal wear and tear.

7. Tenant also agrees not to conduct any type of business in the residence, nor store or use any dangerous or hazardous materials. Tenant agrees that the residence is to be used only as a single family residence, with a maximum of 5 tenants. Tenant also agrees to comply with all rules, laws, and ordinances affecting the residence, including all applicable provisions of the Laws of the State of SC. Tenant agrees that no pets or other animals are allowed in the residence without the written permission of the Landlord.

8. The Landlord agrees to supply the following utilities to the Tenant:

Electricity, Water, internet

9. The Tenant agrees to obtain and pay for the following utilities:

0

10. The Tenant agrees not to sub-let the residence or assign this Lease without the Landlord's written consent. Tenant agrees to allow the Landlord reasonable access to the residence for inspection and repair. Landlord agrees to enter the residence only after notifying the Tenant in advance, except in an emergency.

11. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default. If the violation or default is not corrected, the Landlord will have the right to terminate this lease in accordance with state law. The Landlord will also have the right to re-enter the residence and take possession of it and to take advantage of any other legal remedies available including under all applicable provisions of the Laws of the State of SC.

12. If the Tenant remains as tenant after the expiration of this Lease without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by thirty (30) days written notice from either the Tenant or the Landlord.

13. As required by law, the Landlord makes the following statement: "Radon gas is a naturally-occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department."

14. As required by law, the Landlord makes the following LEAD WARNING STATEMENT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

LANDLORD'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards: (Landlord to initial one).

Known lead-based paint and/or lead-based paint hazards are present in building (explain).

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in building.

RECORDS AND REPORTS AVAILABLE TO LANDLORD: (Landlord to initial one).

Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in building (list documents).

Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

TENANT'S ACKNOWLEDGMENT (Tenant to initial all applicable).

Tenant has received copies of all information listed above.

Tenant has received the publication "Protect Your Family from Lead in Your Home."

Tenant has received a 10-day opportunity (or mutually-agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The Landlord and Tenant have reviewed the information above and certify, by their signatures at the end of this Lease, to the best of their knowledge, that the information they have provided is true and accurate.

15. This Lease may only be terminated by _____ days written notice from either party.

16. The following are additional terms of this Lease:

17. The parties agree that this lease is the entire agreement between them and that no terms of this Lease may be changed except by written agreement of both parties. This Lease is intended to comply with any and all applicable laws relating to landlord and tenant relationships in the State of SU. This Lease binds and benefits both the Landlord and Tenant and any successors, representatives, or assigns. This Lease is governed by the laws of the State of SU.

[Signature] 1/10/14
Signature of Landlord

[Signature] 1/10/14
Signature of Tenant

[Signature] 1/10/14
Name of Landlord

Ashley Duffy 1/10/14
Name of Tenant

Notice to California Residents: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge
J.C. Nicholson, Jr., Circuit Court Judge

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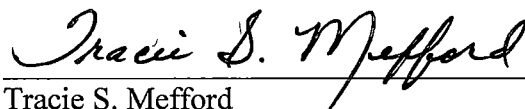
Respondents.

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of May, 2019, in Columbia, South Carolina, I served a copy of the foregoing **Motion to Supplement Record on Appeal** on the Respondents by depositing the same in the United States Mail, postage prepaid, and addressed as follows:

Zeyi Chen
30 Colleton Drive
Charleston, South Carolina 29407

Zhirong Yang
30 Colleton Drive
Charleston, South Carolina 29407



Tracie S. Mefford
South Carolina Human Affairs Commission
1026 Sumter Street, Suite 101
Columbia, South Carolina 29201
(803) 737-7821



STATE OF SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION



Raymond Buxton, II
Commissioner

1026 Sumter St. #101
Columbia, South Carolina 29201
(803) 737-7800 (803) 737-7835 Fax
Toll Free 1-800 521-0725 (In-State Only)

www.schac.sc.gov

May 17, 2019

RECEIVED

MAY 17 2019

SC Court of Appeals

VIA HAND DELIVERY

Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

Re: South Carolina Human Affairs Commission v. Zeyi Chen & Zhirong Yang
Appellate Case No. 2018-001879

Dear Ms. Kitchings:

I am enclosing the original and ten (10) copies of a Motion to Supplement Record on Appeal and Motion to Relieve Counsel in connection with the above referenced matter. Please file these documents and return the extra clocked-in copies to my courier. By copy of this letter I am serving a copy of these Motions upon the Respondents who are Pro Se.

Thank you for your assistance in this matter.

Sincerely,

R. Alexander Pate, II

/tsm

enclosures

c.c. Mr. Zeyi Chen
Ms. Zhirong Yang
Karl Smith Bowers, Jr., Esquire