

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Clifton Newman, Circuit Court Judge

Case No. 2016-CP-40-04139
Appellate Case No. 2019-001533

Morgan Corley.....Plaintiff/Appellant,

v.

April Morganson.....Defendant/Respondent..

SUPPLEMENTAL RECORD ON APPEAL

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~~SC Court of Appeals~~

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Rental Agreement between the parties13

1 Ms. Morganson?

2 A. Yes, I did.

3 Q. Did you ever receive either prepaid rent or security
4 deposit from Ms. Morganson?

5 A. No.

6 Q. Did you ever receive a rent -- a written accounting
7 from the landlord showing you how the prepaid rent or --
8 security deposit and the prepaid rent was used?

9 A. No, I did not.

10 Q. And have you received one up until this day?

11 A. No, I have not.

12 **MR. GRIFFITH:** That's all the questions we have for
13 this witness, Your Honor.

14 **THE COURT:** All right. Mr. Moore.

15 CROSS-EXAMINATION

16 BY MR. MOORE:

17 Q. Ma'am, let me ask you this. You just testified that
18 you signed a written lease agreement with my client?

19 A. Yes.

20 Q. Okay. When did you do that?

21 A. It was May of 2016.

22 Q. Okay. Did anybody pressure you or force you to sign
23 it?

24 A. No, I was not pressured.

25 Q. All right. Did you read it?

1 A. Yes, I did read the contract.

2 Q. Did you understand it?

3 A. Yes, I do understand it.

4 Q. All right. Now when you signed it and you read it
5 and you understood it, what was your understanding with
6 regard to your obligation to pay rent?

7 A. I understand that I needed to make a monthly payment
8 in regards to rent.

9 Q. Right. Each month that goes by you pay to live in
10 April's house, right?

11 A. I never lived at that -- at the townhouse.

12 Q. Ma'am, I understand that you never lived there.
13 That's not what I'm asking. Pursuant to the actual signed
14 document that you signed and understood, your obligation
15 was to pay rent for a year, right?

16 A. Yes.

17 Q. Okay. And you were gonna pay monthly for a year to
18 live in Ms. April's home, right?

19 A. I agreed to a contract, yes.

20 Q. Okay. So we know there was a contract, right?

21 A. Yes.

22 Q. Okay. Who was the person to breach the contract?

23 A. In my knowledge, it was April that breached.

24 Q. I see. Now let me ask you this. After you signed
25 the agreement, did you send Ms. April an e-mail or a text

1 (Defendant's Exhibit Number 1 was marked for
2 identification.)

3 BY MR. MOORE:

4 Q. And, ma'am, let me show you what's been marked
5 Defendant's Exhibit Number 1. Do you see here at the
6 bottom -- I suppose this would be a text message or an
7 e-mail. Do you remember sending that?

8 A. Where?

9 Q. Right here at the bottom. Do you see that big
10 paragraph right there? Did you send that?

11 A. Yes, I did send this message.

12 Q. All right. Now it says here that you sent it on
13 May the 9th at 9:34 PM. Is that when you sent it?

14 A. Yes.

15 Q. And that would have been a couple of days after you
16 had actually signed the actual lease agreement, right?

17 A. May the 9th, yes.

18 Q. Yeah.

19 All right. Now it says here "I wanted to touch base
20 with you. I have a few reservations regarding our lease
21 agreement. I have reviewed my finances, prayed about the
22 situation and with the roommate search coming up short, I
23 am a bit stressed about having the funds to pay the rent
24 and utilities for the rental term. With this said, going
25 forward would you be willing to break the lease as I have

1 truly you could short circuit this because the facts
2 really aren't in dispute. It's just a matter -- he is
3 right. It's just a matter of whether we followed the
4 law. Judge Manning's already made the determination that
5 we have, but, you know, if we're gonna have a trial and
6 their position is you've just got to do it, I'm just
7 trying to do it. And I hate to go back and take up a
8 bunch of the Court's time, but I've got to go back through
9 the history of the case.

10 **THE COURT:** I have nothing but time.

11 **MR. MOORE:** Yes, sir. Very well.

12 **THE COURT:** We're on duty.

13 **MR. GRIFFITH:** Thank you, Your Honor.

14 **MR. MOORE:** Very good.

15 BY MR. MOORE:

16 Q. Well, ma'am -- all right. Now the written
17 communication, after you said I want to -- would you
18 consider breaking this agreement, you basically said --
19 or April wrote back to you and said I can't do that,
20 right?

21 A. Yes, that was the message, that she would not. So,
22 yes.

23 Q. Okay. Now she benefitted from this contract, right?

24 A. She owns the property, yes.

25 Q. Right. Okay. So she benefitted from it and you

1 just in your mind this thing, this agreement, is just
2 invalid; is that what you're honestly telling this Court?

3 A. We entered an agreement for housing. I never moved
4 into it.

5 Q. Whose decision was that?

6 A. It was my decision not to move in.

7 Q. I see. So April had nothing to do -- April's
8 obligation under the terms of this lease was not to come
9 and get you and take your property and move it into her
10 house, was it?

11 A. No.

12 Q. Okay. Now when you asked her if she would mind
13 tearing up this lease, breaching -- and breaking it, she
14 said no, but she didn't say go to blazes, I'm not gonna
15 help you, did she? She actually tried to help you, didn't
16 she?

17 A. She did put the property on -- up for lease again,
18 yes.

19 Q. That was a nice thing for her to do, wasn't it,
20 because it means that if she were to get it re-leased,
21 that would mean that your obligation to pay rent would
22 then terminate, right?

23 A. If she found another tenant to move into the place,
24 yes.

25 Q. And that benefits you because you didn't want to

1 move in and couldn't move in, right?

2 A. In the beginning, yes, I wanted to move into the
3 property.

4 Q. All right. But then you told her you couldn't and
5 so she put the thing back on the market so that she could
6 get somebody else in there, right?

7 A. Yes, she made an attempt to put someone else in the
8 property.

9 Q. All right. Now let's talk about the actual lease
10 agreement, okay? We've talked about this rent. The
11 agreement -- the lease agreement was from May the 7th
12 until May the 7th of the following year, correct?

13 A. Yes, it was.

14 Q. All right. Now May the 7th was supposed to be the
15 start date. When, to your knowledge, was April finally
16 able to get another tenant in the building?

17 A. I believe there was an e-mail to me stating that she
18 had a tenant moving in in July of 2016.

19 Q. Okay. So May, June, July, all right? Three months,
20 right? That's -- May, June, July, that's three months,
21 right?

22 A. Yes, that's three months; May, June, July.

23 Q. Okay. So would you say that April made an effort to
24 get somebody into the building?

25 A. She placed the property up for rent, yes.

1 Q. All right. So I suppose then the answer to my
2 question is that's right, Mr. Moore, I have not made my
3 rental obligation under the lease agreement. Would that
4 be right?

5 **MR. GRIFFITH:** Asked and answered, Your Honor.

6 He asked her if she paid it, she said she paid one
7 -- she said she paid the one payment and no more.

8 **THE COURT:** All right. I overrule the objection.

9 BY MR. MOORE:

10 Q. So by paying that one month in rent, you haven't met
11 your rental obligation, have you, for the three months?

12 A. I have not made a payment for June or July, no.

13 Q. Okay. And that's what you answered last time.

14 That's not my question. My question -- I know -- we know
15 what you did. We know that you paid one month's rent and
16 didn't pay two more, all right? And if we know that the
17 rental agreement that you signed obligates you to pay once
18 a month, we would know then that you have not met your
19 obligation under the lease as it relates to paying rent,
20 right?

21 A. No.

22 Q. Okay. So as we sit here today, you've sued my
23 client; yet you come into court and acknowledge that you
24 haven't met your obligation under the lease, have you?

25 A. My actions are what I -- I understood to be right.

1 Q. Now, ma'am, let's look at Paragraph 22. You say you
2 don't remember it. You've sued my client for shenanigans,
3 I suppose, with the security deposit. There's the
4 paragraph dealing with security deposits. Could you read
5 that for us?

6 A. Number 22, security deposit. Tenant agrees to
7 deposit with landlord a security deposit of \$1,200 to be
8 held as security for the full and faithful performance of
9 the tenant of all terms and conditions herein. It being
10 understood and agreed to that no part of the deposit is
11 to be applied to any rent which may become due under this
12 rental agreement. Upon termination of the tenancy,
13 property or money held by the landlord as security may be
14 applied to the payment of accrued rent in the amount of
15 loss of rents or damages which the landlord has suffered
16 by reason of the tenant's noncompliance with the South
17 Carolina Residential Landlord and Tenant Act. Any
18 deduction from the security deposit must be itemized by
19 the landlord in a written notice to the tenant together
20 with the amount due, if any, within thirty days after
21 termination of the tenancy and delivery of possession and
22 demand by the tenant, whichever is later. The tenant shall
23 provide the landlord in writing with a forwarding address
24 or new address to which the written notice and amount due
25 from the landlord may be sent.

1 since you took upon yourself to turn off the electricity
2 to the property without -- whatever.

3 Ma'am, she told you that she wasn't gonna give the
4 security deposit back since you haven't paid the rent,
5 all right? What more in a written communication would you
6 have her do other than tell you exactly why the security
7 deposit is not coming back and why it's being kept? You
8 testified she gave you no written communication, didn't
9 you?

10 A. Written communication via mail.

11 Q. Ah. The e-mail is not -- the words in the e-mail --
12 the written -- the written words that you actually saw on
13 a computer screen, your theory of the case factually is
14 that if it were on a piece of paper and you had seen it,
15 then somehow, some way this lawsuit would have never been
16 brought?

17 A. To my knowledge, in business when you make a payment
18 you are to be given a receipt of transaction. That -- I
19 never got a receipt of transaction.

20 Q. A receipt of transaction. What exactly do you mean
21 by that?

22 A. I never received an invoice or receipt of movement
23 of money.

24 Q. Ma'am, she sent you an e-mail that said we're not
25 giving your security deposit back because you haven't

1 paid rent. What more do you want?

2 A. I expected to get a certified piece of mail with an
3 invoice of transaction.

4 Q. Okay. Now your expectation of this certified piece
5 of mail, all right, where in Defendant's Exhibit Number 2
6 does it call for or provide you with the expectation of
7 receiving a certified piece of mail?

8 A. To my knowledge, it's not written on that document.

9 Q. Okay. So we know that the document that you actually
10 agreed to, the agreement that we have in place, the lease
11 agreement, there's nothing in that lease agreement that
12 would require either one of you to send certified mail,
13 right?

14 A. To my knowledge, it's not written.

15 Q. Okay. Well, ma'am, it certainly requires though
16 that some things be done in writing, right?

17 A. Certainly there are things that need to be in
18 writing, yes.

19 Q. For instance, hey, if we're gonna take your security
20 deposit, this is why? That would be one of those things,
21 wouldn't it?

22 A. I would expect a transaction piece of paper that
23 states where the money was moving to.

24 Q. You got an e-mail, didn't you?

25 A. I received an e-mail, yes.

SECTION 27-40-240. Notice.

(A) A person has notice of a fact if:

- (1) the person has actual knowledge of it;
- (2) the person has received a notice or notification of it; or

(3) from all the facts and circumstances known to him at the time in question he has reason to know that it exists. A person "knows" or "has knowledge" of a fact if he has actual knowledge of it.

(B) A person "notifies" or "gives" a notice or notification to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. A person "receives" a notice or notification when:

(1) it comes to his attention; or

(2) in the case of the landlord, it is delivered at the place of business of the landlord through which the rental agreement was made or at any place held out by the landlord as the place for receipt of the communication; or

(3) in the case of the tenant, it is delivered in hand to the tenant or mailed by registered or certified mail to the tenant at the place held out by him as the place for receipt of the communication, or in the absence of the designation, to the tenant's last known place of residence. Proof of mailing pursuant to this subsection constitutes notice without proof of receipt.

(C) "Notice", knowledge, or a notice or notification received by an organization is effective for a particular transaction from the time it is brought to the attention of the individual conducting that transaction, and in any event from the time it would have been brought to the individual's attention if the organization had exercised reasonable diligence.

(D) The time within which an act is to be done must be computed by reference to South Carolina Rules of Civil Procedure.

HISTORY: 1986 Act No. 336, Section 1; 1995 Act No. 112, Section 3.

Subarticle IV

General Provisions

SECTION 27-40-310. Terms and conditions of rental agreement.

(a) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(b) In absence of agreement, the tenant shall pay as rent the fair-market rental value for the use and occupancy of the dwelling unit.

(c) Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless the tenant is otherwise notified in writing, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent is uniformly apportionable from day to day.

(d) Unless the rental agreement fixes a definite term, the tenancy is week to week in case of a roomer who pays weekly rent and in all other cases month to month.

HISTORY: 1986 Act No. 336, Section 1.



RESIDENTIAL RENTAL AGREEMENT

This form is not intended for use if "Option to Purchase" is in place.

State of South Carolina
County of Richland

This rental agreement made at 500 Hampton Forest Drive Columbia, South Carolina, this 21st day of April, 2016, between Morgan Conley Tenant(s) and April Morganson Agent for Owner (hereinafter called "LANDLORD"), shall provide as follows:

- 1. LANDLORD TENANT ACT: This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
2. LOCATION: The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of Richland, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows: N/A
3. TERMS: This Rental Agreement shall commence on the 7 day of May, 2016, and end on the 7th day of May, 2017. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
4. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978: See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978.)
5. RENTAL APPLICATION: The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.
6. RENT: Tenant agrees to pay Landlord a rent of \$1200 per month, payable in advance, on or before the first day of every month during said term for a total rent of \$1200. The rent is payable to: April Morganson or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a late fee of \$20 per day if rent is paid after the 10th day of the month, and an additional fee of \$20 after the 10th day of the month.

Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$25 per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

TENANT [Signature] TENANT AND [Signature] LANDLORD HAVE READ THIS PAGE.

7. **OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are: Morgan Conley, designated visitors of Morgan Conley

In no event shall more than 4 persons be allowed to occupy said premises.

8. **RETURNED CHECKS:** Tenant agrees to pay \$50 for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the sixth day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cash, cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

9. **RENEWAL TERMS:** With thirty (30) days written notice, as defined in Paragraph 18, either party may terminate this agreement at the end of the initial term, but if no notice is given, then the agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.

10. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than 30 days.

11. **UTILITIES AND SERVICES:** Tenant agrees to pay for utilities and services except: trash/recycling services which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.

12. **TENANT OBLIGATIONS:** Tenant agrees to keep the dwelling unit and all parts of the premises that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants, keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises;

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT. All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/Deadbolts shall not be changed without the expressed permission of the Landlord.

TENANT MC TENANT AND MC LANDLORD HAVE READ THIS PAGE.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be help liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems.

Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

13. **MAINTENANCE OF PREMISES, PEST CONTROL:** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in South Carolina Residential Landlord and Tenant Act. The Landlord further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Landlord is not responsible for changing batteries in smoke detectors.

Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation with said three (3) days shall constitute Tenant's agreement that premises has no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of Tenant Landlord.

14. **ESSENTIAL SERVICES AND APPLIANCES:** The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord: stove, refrigerator, dishwasher, disposal, washer, dryer, microwave, trash compactor, other: _____

15. **INSURANCE:** Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part of the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

16. **RIGHT TO ACCESS:** The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

(a) At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and

(b) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the Landlord announces intent to enter to perform services; and

(c) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the Tenant and that prior to entering the Landlord announces intent to enter to perform services.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except for section 16(a), 16(b), and 16(c), the Landlord shall give the Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times.

The Landlord has no other right of access except: pursuant to court order, as permitted by the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

TENANT *[Signature]* TENANT AND LANDLORD HAVE READ THIS PAGE.

17. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the _____ area, and shall receive permanent change of station orders out of the _____ area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.
18. **DEFINITION OF "THIRTY (30) DAY NOTICE":** Any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.
19. **DESTRUCTION OR DAMAGE TO PREMISES:** If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may immediately vacate the premises and notify the Landlord in writing within seven days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit. If the rental agreement is terminated, the Landlord shall return the security deposit and all prepaid rent. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty.
20. **CONDEMNATION:** Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.
21. **ABSENCE, NON-USE AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of \$500 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.
22. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of \$1200 to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement. Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice of the Tenant together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

TENANT MMC TENANT AND AM LANDLORD HAVE READ THIS PAGE.

If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return the following:

pool tags, keys for mail box, keys to unit (including deadbolt, storage area), other ^{N/A} _____
the Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and, (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from the Landlord.

23. **NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:** If there is a noncompliance by the Tenant with the rental agreement other than nonpayment of rent or a noncompliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days.

The rental agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within five days from the date due, the Landlord may terminate the rental agreement provided the Landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 5.

The Landlord may recover actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for any noncompliance by the Tenant with the rental agreement or Paragraph 12 above. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Tenant with Paragraph 12 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act.

If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees. **Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.**

24. **REMEDY AFTER TERMINATION:** If the rental agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney's fees, collection costs, and court costs.
25. **NOTICE:** A Landlord receives notice when it is delivered at the place of business of the Landlord through which the rental agreement was made or at any place held out by Landlord as the place of receipt of the communication.
26. **PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.
27. **INVENTORY:** Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Agreement.

TENANT MG TENANT AND ALP LANDLORD HAVE READ THIS PAGE.

28. **PETS:** Tenant shall not keep domestic or other animals on or about the premises without the **PRIOR WRITTEN CONSENT** of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: (1) a non-refundable deposit of \$^{N/A}_____ and (2) rent for the pet(s) in the total amount of \$^{N/A}_____, for the term of this agreement. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.
29. **WAIVER:** A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where the Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.
30. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.
31. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.
32. **SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.
33. **RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.
34. **TRUST ACCOUNT INTEREST:** ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.
35. **RULES AND REGULATIONS:** The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises.
37. **JOINT RESPONSIBILITY:** If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

TENANT MT TENANT AND MT LANDLORD HAVE READ THIS PAGE.

36. **LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Mail: _____

Phone: (Home) 803-743-2620 (Work) 803-312-5631

38. **CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.

39. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

40. **ADDITIONAL TERMS:** _____

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

Morgan J Conley
Tenant

Witness to Tenant

Tenant's Email Address: mconley2010@gmail.com

Tenant

Witness to Tenant

Tenant's Email Address: _____

[Signature]
Landlord

Witness to Landlord

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

4/22/16

As of this date Morgan Conley
has issued security deposit of \$1200
and agrees to pay \$1200/month
for a year lease. Lease date to
start May 7th 2016.

April Hopkins

Morgan Conley

RECEIVED

MAR 20 2020

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

SC Court of Appeals

The Honorable Clifton Newman, Circuit Court Judge

Civil Action No. 2016-CP-40-04139
Appellate Case No. 2019-001533

Morgan Conley.....Plaintiff/Appellant,

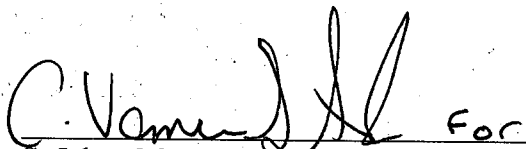
vs.

April Morganson.....Defendant/Respondent.

CERTIFICATE OF COMPLIANCE

I, S. Jahue Moore, Jr., as counsel for Respondent, hereby certified that the Supplemental Record on Appeal complies with Rule 211 (b), of the South Carolina Appellate Court Rules.

Respectfully submitted,



S. Jahue Moore, Jr., SC Bar No. 72584
1700 Sunset Boulevard
Post Office Box 5709
West Columbia, South Carolina 29171
Telephone: (803) 796-9160
Facsimile: (803) 791-8410
Attorney for Respondent

March 20, 2020