

BRIEF OF APPELLANT

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

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Case No. 2019-001324

RECEIVED
JUL 30 2020
SC Court of Appeals

RUSSELL GOODWIN,
Appellant

v.

RUSSELL POWELL et al,
Respondent

STATEMENT OF ISSUES ON APPEAL

1. Mr. Powell lied about the payment that we owe him
2. Mr. Powell has never come to the property to fix anything. He has later stated he would come fix the problems AFTER he receives his desirable payment
3. Mr. Powell made the statement prior to us moving in that if we cleaned up what was still there, he would reduce the rent.
4. Mr. Powell was notified multiple times about the bed bug AFTER he made mentioned of having the same issue with the last tenant.

STATEMENT OF THE CASE

May 2015, meeting with MR. Powell at the property, he ran across the lease agreement to us and verbally told us if we cleaned the place of what the last tenant left he would reduce the rent. We did not get the proper cleaning, painting, fixing of holes and cracks as he had promised to send the workers to do. He told us that he would replace the carpet because the carpet had been there for years. A month into living there we started to see bed bugs. We took pictures and notified him of seeing the bed bugs. He told us that the prior tenants had them and they were supposed to

get rid of them. He stated he chipped in 300 dollars to help the cost to get rid of them. Mr. Powell then sent someone to give us a box of bed bug killer solvents. After using this solvent we started to notice the bed bugs got more aggressive and he later sent another box of the same solvent after we notified him again. We started buying things that calmed them down but never fully got rid of them. Mr. Powell said he had no idea about the maintenance issues but every time we went to court he was told about the bed bugs, maintenance and the rent debt. Mr. Powell made an agreement with Charity and her attorney about the rental agreement, then later forfeited on that agreement after he had signed an agreement. He had started stating we owed him more money than what was did.

STANDARD OF REVIEW

Mr. Powell is fully aware of every problem we had while living in the rental property. He is not being honest about the payment agreement that had been made with the attorney.

What I would like is for this case to go back to a lower court so I can prove my case. There is proof that was sent in stating that at the time, I was dealing with mental issues putting me in a bad state of mind.

CONCLUSION

For the reasons stated, this Court should reverse the judgment of the circuit court.

Respectfully submitted,
Russell Goodwin

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