

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals  
APPEAL FROM CHARLESTON COUNTY  
Roger M. Young, Sr., Circuit Court Judge

**RECEIVED**  
**Feb 04 2021**  
SC Court of Appeals

Bethany Aloha Rich, .....  
Appellant,

v.

New Heights Property Management, .....  
Respondent.

APPELLATE CASE NO. 2020-001684

RETURN TO APPELLANT’S MOTION FOR EXTENSION OF TIME TO  
ORDER TRANSCRIPT

Scott Riddell, Esquire  
SC Bar No. 102809  
P.O. Box 1547  
Summerville, SC 29484  
(843) 735-9702  
Attorney for Respondent

INTRODUCTION

In this eviction matter, the parties had a residential lease that ran from December of 2018 to December of 2019. The parties then executed a lease renewal

through the end of January, and, at the same time, the owners were listing their home for sale, and Appellant was one such prospective buyer. The deal between the owners and Appellant fizzled in January of 2020. The owners refused further rent payment from Appellant and filed the eviction in early February. On March 11, 2020, the Goose Creek magistrate upheld the eviction after a hearing. On November 16, 2020 the Court of Common Pleas affirmed the decision on appeal. Ex. C at 1-2, 4 (Order of Court of Common Pleas, dated Nov. 16, 2020). During this litigation, one of the owners (a couple) has become terminally ill; the owners have accordingly changed their intentions with the home and await this litigation's completion to return to the home as a final residence together.

### LAW

“Whenever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk shall issue an order of dismissal, which shall have the same force and effect as an order of the appellate court. A case shall not be reinstated except by leave of the court, upon good cause shown, after notice to all parties.” Rule 260(a), SCACR. The Court has enforced this rule where appellants have failed to order transcripts within Rule 207’s deadline. See, e.g., Laser Supply v. Orchard Park Associates, 382 S.C. 326, 676 S.E.2d 139 at 143 (Ct. App. 2009) (“Laser appealed the circuit court's summary judgment order; however, this court dismissed the appeal because of Laser's failure to comply with

Rule 207, SCACR.") (citing the "new" Rule 207, on transcript-ordering deadlines, and not the "old" Rule 207 that governed initial briefs).

In appeals from the Court of Common Pleas, an appellant must order the transcript within ten days "after the date of service of the notice of appeal." Rule 207(a)(1), SCACR. A court reporter may request extensions should reporting duties prevent a timely provision of a transcript. Rule 207(a)(3), SCACR. The Supreme Court's order 2020-05-29-02, "Operation of the Appellate Courts During the Coronavirus Emergency (As Amended May 29, 2020)," forgave procedural defaults in two contexts, neither of which applies here, since the first ended on June 8, 2020, and the second ended on April 9, 2020. Order 2020-05-29-02 at (1)(2)-(3). The sparing nature of any residual forgiveness of procedural defaults allowed under said order is demonstrated by the Supreme Court's footnote to the first context just described: "As explained by the order of March 20, 2020, this automatic extension was intended to give 'lawyers and self-represented litigants appearing before the Appellate Courts ... time to take actions to protect themselves and their families.' Since sufficient time has been provided for this to occur, and most lawyers and litigants have been able to adjust to working remotely, this automatic extension is no longer warranted." Order 2020-05-29-02 at (1)(2) n.4.

This state's courts have dismissed appeals for this failure to order timely a transcript even where the appellant had been *pro se*. See, e.g., Hyer v. S.C. Dep't of

Motor Vehicles, No. 17-ALJ-18-0416-AP, at 5 (South Carolina Administrative Law Court, Aug. 9, 2018) (“The Court recognizes that Appellant is pro se. However, ‘[a] pro se litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law.’ Therefore, Appellant is responsible for complying with the SCALC Rules and their requirements for appellate briefs, but he has not done so in this case. . . . In light of Appellant's failure to order the transcript and his failure to preserve any issues for review, the Court concludes that the appeal must be dismissed and does so on its own motion pursuant to SCALC Rule 38.”) (quoting State v. Burton, 356 S.C. 259, 265 n.5, 589 S.E.2d 6, 9 n.5 (2003)).

#### ARGUMENT

Here, Appellant has not shown good cause for granting her Motion; rather, she had known of Rule 207’s requirements since filing her notice of appeal, and her *pro se* status should not shield her from a dismissal that would conform to precedents of Laser Supply and State v. Burton, as well as the persuasive authority of Hyer.

Appellant served her notice of appeal on December 16, 2020, see Ex. A, which made her transcript deadline December 28, 2020. Rule 207(a)(1), SCACR; Rule 6(a), SCRCRCP. On December 21, 2020, in Appellant’s seemingly first communication about getting the transcript (albeit with the Court of Common

Pleas), Appellant cited what she thought was her own deadline imposed by Rule 207: December 26, 2020. Ex. B at 6 (email from Appellant to Judge Young's law clerk, dated December 21, 2020) ("I am looking for information to fulfill Rule 207 that I may file this will appeal to the court of appeals by 12/26."). On December 22, 2020 Appellant acknowledged the court's response that provided the court reporter's contact information and told her to talk with the court reporter directly. Ex. B at 5-6 ("Good morning Mr. Monastra, Thank you for this information."). On the Saturday (December 26) which Appellant had thought was her due date, she emailed again Judge Young's law clerk asking for the date of the appeal hearing, since she had talked with the court reporter who had asked for said date, and on Sunday, December 27, the law clerk responded with the date. Ex. B at 5. On December 28 Appellant got the court reporter's email stating the amount due and payment instructions and that "[u]pon receipt of payment, [she] will start transcription." Appellant's Ex. A. As Appellant's counsel tendered this payment on January 28, 2021, see Appellant's Ex. C, the reasonable inference is that Appellant had not, over that 30-plus-day period, tendered payment until that time, despite having clear instruction on how to do so and clear understanding of Rule 207 that governed it. At no time has the court reporter--to the knowledge of Respondent--requested an extension.

As Appellant's Motion acknowledges, Appellant had been represented by counsel in the common pleas appeal; that attorney had assisted Appellant with filing her notice of appeal with the Court of Common Pleas. Ex. B at 4 (email from prior counsel to Judge Young's law clerk dated Dec. 28, 2020) ("As Ms. Rich has indicated, she has filed an appeal with the Court of Appeals. I've efiled the Notice of Appeal in the Court of Common Pleas, but it has not yet been accepted by the clerk because I believe today is a public holiday. I'll forward that to you once it has been accepted. Though I am not representing Ms. Rich in the Court of Appeals, I will continue to represent her in any matters before the Court of Common Pleas."). It stands to reason that Appellant had access to counsel in order to understand clearly what she needed to do and when to sustain her appeal before the Court of Appeals, and, given her emails' citation to Rule 207, it seems that Appellant's technically *pro se* status (for purposes of filing her appeal materials with the Court of Appeals, at least) presented no bar to her gaining said knowledge.

Appellant's Motion's silence on this late-December communication that evinced such understanding of the rules is telling. So is the Motion's lack of any legal authorities as to why any of the Motion's exhibits and cited facts demonstrate good cause, seemingly leaving it to the Court to fashion. But under State v. Burton and Laser Supply, a *pro se* appellant enjoys no special exemption from procedural and substantive law governing an appeal, and such should be the result here, where

Appellant knew of the rules and the precise next steps to take but did not take them. Hyer is similarly persuasive. Appellant's Motion--without attempting to excuse them--concedes the facts that Appellant had discussed with the court reporter the procedure for ordering the transcript but had not ordered it in time. Appellant's Mot. at 1.

### CONCLUSION

Appellant's Motion should be denied, her appeal dismissed, and Respondent's costs and fees should be awarded to Appellant (Respondent intends, should dismissal occur, to file a Rule 222(d) motion upon this Court's remittitur).

Respectfully submitted,

s/Scott Riddell

Scott Riddell, Esquire

SC Bar No. 102809

P.O. Box 1547

Summerville, SC 29484

(843) 735-9702

Attorney for Respondent

## RESPONDENT'S EXHIBIT A

**THE STATE OF SOUTH CAROLINA**

**In The Court of Appeals**

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**APPEAL FROM BERKELEY COUNTY**

**Court of Common Pleas**

**The Honorable Roger M. Young, Circuit Court Judge**

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**Case No. 2020-CP-08-00718**

**Bethany Aloha Rich**

**Appellant,**

**v.**

**New Heights Property Management**

**Respondent.**

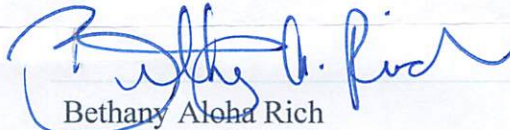
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NOTICE OF APPEAL

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Bethany Aloha Rich appeals the Order on Appeal of the Honorable Roger Young dated November 16, 2020 affirming the eviction order of the magistrate. The appellant received written notice of entry of this order on November 16, 2020.

December 16, 2020



Bethany Aloha Rich  
169 Decatur Drive  
Summerville, SC 29486  
*Appellant*

Other Counsel of Record:

Scott Riddell  
PMC Law Firm  
504 W. 5th North Street  
Summerville, SC 29483  
(843) 871-9500  
*Attorney for Respondent*

## RESPONDENT'S EXHIBIT B

---

**Fwd: 2020CP0800718: Rich VS New Heights**

---

**Maureen Strusky** <maureen@pmclawfirm.com>  
To: Scott Riddell <scott.riddell.law@gmail.com>

Mon, Jan 4, 2021 at 4:38 PM

Maureen Strusky  
Paralegal  
PMC Law Firm  
[www.PMCLawFirm.com](http://www.PMCLawFirm.com)

(843) 261-7037 (Direct line)  
(843) 871-9500 (Phone)  
New Fax # 843-242-9455

[504 W. 5th North Street  
Summerville, SC 29483](http://504.W.5thNorthStreetSummerville,SC29483)

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Begin forwarded message:

**From:** Jackie Williamson <[jackie.williamson@berkeleycountysc.gov](mailto:jackie.williamson@berkeleycountysc.gov)>  
**Subject: RE: 2020CP0800718: Rich VS New Heights**  
**Date:** January 4, 2021 at 4:35:28 PM EST  
**To:** Robert Darby <[rob@charlestonlegalaccess.org](mailto:rob@charlestonlegalaccess.org)>  
**Cc:** "Young, Roger Law Clerk (Michael Monastra)" <[younglc@sccourts.org](mailto:younglc@sccourts.org)>, Bethany Aloha Rich <[brich1@citadel.edu](mailto:brich1@citadel.edu)>, Scott Riddell <[scott@pmclawfirm.com](mailto:scott@pmclawfirm.com)>, Valerie Butler <[valerie.butler@berkeleycountysc.gov](mailto:valerie.butler@berkeleycountysc.gov)>

When a case has been referred to the Court of Appeal....all hearing are stayed in Circuit Court unless we are instructed otherwise by the judge to schedule.

**Jackie Williamson**  
Common Pleas Supervisor  
Clerk Of Court Office  
T: 843-719-4524  
[jackie.williamson@berkeleycountysc.gov](mailto:jackie.williamson@berkeleycountysc.gov)  
[www.berkeleycountysc.gov](http://www.berkeleycountysc.gov)



300 B California Avenue  
Moncks Corner, SC 29461



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---

**From:** Robert Darby <[rob@charlestonlegalaccess.org](mailto:rob@charlestonlegalaccess.org)>  
**Sent:** Monday, January 4, 2021 4:23 PM  
**To:** Jackie Williamson <[jackie.williamson@berkeleycountysc.gov](mailto:jackie.williamson@berkeleycountysc.gov)>  
**Cc:** Young, Roger Law Clerk (Michael Monastra) <[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)>; Bethany Aloha Rich <[brich1@citadel.edu](mailto:brich1@citadel.edu)>; Scott Riddell <[scott@pmclawfirm.com](mailto:scott@pmclawfirm.com)>; Valerie Butler <[valerie.butler@berkeleycountysc.gov](mailto:valerie.butler@berkeleycountysc.gov)>  
**Subject:** Re: 2020CP0800718: Rich VS New Heights

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Jackie,

This is a motion to set a bond amount pending appeal. The statute specifically says that the amount is to be set by the Circuit Court. I believe this motion is within the jurisdiction of this Court.

Sincerely,

Robert Darby  
Charleston Legal Access  
**PLEASE NOTE OUR NEW ADDRESS:**  
3775 Spruill Ave, Suite B  
North Charleston, SC 29405  
(843) 640-5980 ext. 709

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On Mon, Jan 4, 2021 at 4:19 PM Jackie Williamson <[jackie.williamson@berkeleycountysc.gov](mailto:jackie.williamson@berkeleycountysc.gov)> wrote:

Mr. Darby,

The motion can be filed but cannot be scheduled because the court of Appeal has jurisdiction at this time. Once we receive a decision from the court then it can be scheduled. Thanks.

Have a great day!



**Jackie Williamson**

Common Pleas Supervisor

Clerk Of Court Office

T: 843-719-4524

[jackie.williamson@berkeleycountysc.gov](mailto:jackie.williamson@berkeleycountysc.gov)

[www.berkeleycountysc.gov](http://www.berkeleycountysc.gov)

300 B California Avenue

Moncks Corner, SC 29461



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---

**From:** Young, Roger Law Clerk (Michael Monastra) <[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)>

**Sent:** Monday, December 28, 2020 7:38 PM

**To:** Robert Darby <[rob@charlestonlegalaccess.org](mailto:rob@charlestonlegalaccess.org)>

**Cc:** Bethany Aloha Rich <[brich1@citadel.edu](mailto:brich1@citadel.edu)>; Scott Riddell <[scott@pmclawfirm.com](mailto:scott@pmclawfirm.com)>;

Valerie Butler <[valerie.butler@berkeleycountysc.gov](mailto:valerie.butler@berkeleycountysc.gov)>; Jackie Williamson

<[jackie.williamson@berkeleycountysc.gov](mailto:jackie.williamson@berkeleycountysc.gov)>

**Subject:** 2020CP0800718: Rich VS New Heights

---

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---

Thank you, Mr. Darby. Please file a motion and the Clerk of Court's office will place the motion on the next docket.

**Michael A. Monastra**

Law Clerk to The Honorable Roger M. Young, Sr.

100 Broad Street

Charleston, South Carolina 29401

Office: (843) 958-2015

Email: [RYounglc@sccourts.org](mailto:RYounglc@sccourts.org)

**From:** Robert Darby <[rob@charlestonlegalaccess.org](mailto:rob@charlestonlegalaccess.org)>  
**Sent:** Monday, December 28, 2020 12:45 PM  
**To:** Young, Roger Law Clerk (Michael Monastra) <[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)>  
**Cc:** Bethany Aloha Rich <[brich1@citadel.edu](mailto:brich1@citadel.edu)>; Scott Riddell <[scott@pmclawfirm.com](mailto:scott@pmclawfirm.com)>  
**Subject:** Re: 2020CP0800718: Rich VS New Heights

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Mr. Monastra,

As Ms. Rich has indicated, she has filed an appeal with the Court of Appeals. I've efiled the Notice of Appeal in the Court of Common Pleas, but it has not yet been accepted by the clerk because I believe today is a public holiday. I'll forward that to you once it has been accepted. Though I am not representing Ms. Rich in the Court of Appeals, I will continue to represent her in any matters before the Court of Common Pleas.

I reached out to Mr. Riddell last Monday about trying to reach an agreement on a consent order for the bond to stay execution of the Judge Young's decision pending the appeal to the Court of Appeals. Pursuant to S.C. Code Section 27-40-800(f) Ms. Rich needs to sign an undertaking to pay a monthly rent "as determined by order of the judge of the Circuit Court." I am hopeful that Mr. Riddell and I can resolve what the monthly rent should be and submit a consent order for Judge Young's signature, but it's probably best to go ahead and get a hearing scheduled in case we are not able to reach an agreement. Ms. Rich intends to continue paying the monthly rent established by the magistrate pursuant to the undertaking executed in that court until such time as this Court enters an order on the issue of rent and a new undertaking can be signed by Ms. Rich. Please let us know when the Court is able to schedule a hearing or if you need me to file a formal motion requesting the entry of an order pursuant to 27-40-800 before a hearing can be scheduled.

Thank you,

Robert Darby  
Charleston Legal Access  
**PLEASE NOTE OUR NEW ADDRESS:**  
[3775 Spruill Ave, Suite B](#)  
[North Charleston, SC 29405](#)  
(843) 640-5980 ext. 709

Charleston Legal Access is open and operating while implementing social distancing practices as requested by government and health officials. Our intake line is open and we will continue to provide advice and counsel over the phone and consultations via phone or video conferencing. Thank you for your patience as we continue to assist with your legal needs during this time of emergency.

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On Sun, Dec 27, 2020 at 4:59 PM Young, Roger Law Clerk (Michael Monastra) <[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)> wrote:

Good Afternoon Ms. Rich,

The hearing was on Tuesday, October 20, 2020 at 4:00 pm. Please contact the Clerk of Court for additional assistance.

Clerk of Court Berkeley County  
300-B California Avenue  
Moncks Corner, SC 29461  
Office: (843) 719-4500  
Fax: (843) 719-4509  
<https://berkeleycountysc.gov/dept/coc/>

**Michael A. Monastra**  
Law Clerk to The Honorable Roger M. Young, Sr.  
100 Broad Street  
Charleston, South Carolina 29401  
Office: (843) 958-2015  
Email: [RYounglc@sccourts.org](mailto:RYounglc@sccourts.org)

---

**From:** Bethany Aloha Rich <[brich1@citadel.edu](mailto:brich1@citadel.edu)>  
**Sent:** Saturday, December 26, 2020 11:47 AM  
**To:** Young, Roger Law Clerk (Michael Monastra) <[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)>  
**Subject:** Re: [External] 2020CP0800718: Rich VS New Heights

**\*\*\* EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

Good afternoon Mr. Monastra,

I reached out to Ms. Lauder she asked for the date of the proceedings. But I am not able to access the court's website. I keep getting a "Not Found" error. Would you happen to have those dates?

I do have some time today if it would be possible to get this done in person if the computer issues persist. Please let me know how I can proceed.

Respectfully,  
Bethany Rich  
843-693-6737

P.S. Feel free to text or call as well.

On Tue, Dec 22, 2020 at 9:26 AM Bethany Aloha Rich <[brich1@citadel.edu](mailto:brich1@citadel.edu)> wrote:

Good Morning Mr. Monastra,

Thank you for this information.

Respectfully,  
Bethany

Sent from my iPhone

On Dec 22, 2020, at 8:16 AM, Young, Roger Law Clerk (Michael Monastra) <[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)> wrote:

Good Morning Ms. Rich,

Transcripts of proceedings may be requested from the Court Reporter directly. Below is her contact information.

Denise Lauder  
[dlauder@sccourts.org](mailto:dlauder@sccourts.org)  
416 Eva Street  
Moncks Corner, SC 29461  
County: Berkeley (Circuit: 9)

**Michael A. Monastra**

Law Clerk to The Honorable Roger M. Young, Sr.  
[100 Broad Street](#)  
[Charleston, South Carolina 29401](#)  
Office: (843) 958-2015  
Email: [RYounglc@sccourts.org](mailto:RYounglc@sccourts.org)

**From:** Bethany Aloha Rich <[brich1@citadel.edu](mailto:brich1@citadel.edu)>

**Sent:** Monday, December 21, 2020 4:32 PM

**To:** Young, Roger Law Clerk (Michael Monastra)  
<[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)>

**Subject:** Requesting Information to fulfill Rule 207 Case No. 2020-CP-08-00718

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To whom it may concern,

I am looking for information to fulfill Rule 207 that I may file this will appeal to the court of appeals by 12/26.

Respectfully,  
Bethany Rich

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## RESPONDENT'S EXHIBIT C



Vacation Time of Hilton Head Island, Inc. v. Kiwi Corp., 280 S.C. 232, 234, 312 S.E.2d 20, 21 (Ct. App. 1984).

### **FACTS**

On or about December 10, 2018, Appellant entered into a lease with Joseph and Denise Pastre (“Owners”), through their agent, New Heights Property Management (“Respondent”) to live at 169 Decatur Drive in Summerville, South Carolina (the “Premises”); the lease reflected an end date of December 9, 2019, and it contained a provision that either party could terminate the lease “at the end of the initial term with thirty (30) days written notice.” R. at 15. On December 23, 2019, the parties entered into an addendum to the original lease to amend the rental rate moving forward and to formally extend the initial lease term to January 31, 2020; the addendum otherwise incorporated the lease’s terms including that regarding the 30 days’ written notice. R. at 14. On February 3, 2020, after having learned that appellant had not yet moved out of the Premises, Respondent filed an Application for Ejectment. R. at 12.

During both the addendum’s term and into February of 2020, appellant communicated by phone calls and texts with the owners’ real estate agent about both purchasing the home and dismissing the eviction proceeding after the initial filing had occurred. In text messages to Appellant on February 14 and 15, 2020, Owners’ real estate agent, Barbara Daniels, stated with regard to the eviction: “Seller said as soon as we have paperwork, she will stop it[.]” In response, Appellant asked: “What paperwork are they looking for[?] Last we spoke it was a preapproval letter.” Daniels replied, “Yes. That’s what I need[.]” Ms. Daniels testified that she intended “paperwork” to mean a ratified contract and not just a preapproval letter and that the preapproval letter that had been provided by Appellant was insufficient in any event because it did not include

a dollar amount. Transcript at 11:53:33-11:57:43.<sup>1</sup> Appellant testified that she understood this paperwork-requirement to mean only providing a pre-approval letter. Transcript at 11:52:40-11:53:02.

### **ARGUMENTS ON APPEAL**

Counsel for the appellant argued that the lease obligated the respondent to give the appellant 30 days' written notice before filing for eviction, such that the respondent lacked the right to file for eviction on February 3, 2020. Counsel also argued that the parties had entered into a binding contract to dismiss the eviction, on account of the phone calls and text communications described above.

Counsel for the respondent argued that notwithstanding the lease's 30 day notice provision, the respondent had, under state statute, the right to file for eviction when it did. Counsel also argued that the phone calls and text messages regarding dismissing the eviction proceedings did not amount to a binding contract, and to that respondent retained the right to pursue eviction proceedings in full.

### **CONCLUSIONS OF LAW**

Appellant's tenancy ended on January 31, 2020 as stated in the addendum, and the respondent had the right on February 3, 2020 to file for eviction. See S.C. Code Ann. § 27-35-110 ("When there is an express agreement, either oral or written, as to the term of the tenancy of a tenant for term or for years such tenancy shall end without notice upon the last day of the agreed term."). On February 1, 2020, when appellant still had not moved out, she became a holdover tenant, and the respondent demonstrated its lack of consent to appellant's continued occupancy

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<sup>1</sup> References to the audio recording of the transcript are in clock-time designations, as the .trm files reflect the actual clock-time of the lower court's hearing ("HH:MM:SS").

when it filed for eviction on February 3, 2020. See S.C. Code Ann. § 27-40-770(c) (“If the tenant remains in possession without the landlord’s consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. . . .”).

The phone calls and texts between the appellant and the owner’s real estate agent did not create a binding contract to dismiss the eviction because there was no meeting of the minds about what home-purchase paperwork the appellant had to provide as a condition precedent. See, e.g., Player v. Chandler, 299 S.C. 101, 105, 382 S.E.2d 891, 893 (1989) (“South Carolina common law requires that, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to all essential and material terms of the agreement.”).

### **JUDGMENT**

The court finds no error in the magistrate’s decision and AFFIRMS the judgment upholding the eviction. Per S.C. Code Ann. Sec. 27-40-800(f)(1). The court orders that the writ of ejectment may not be executed prior to December 1, 2020, as Appellant has paid rent for the month of November pursuant the magistrate's bond order dated March 17, 2020. Additionally, if Appellant pays \$1,600 to Respondent no later than December 1, 2020, the writ of ejectment shall not be executed prior to January 1, 2021, giving Appellant 30 days to file a timely appeal of this order in the Court of Appeals (as provided by Rule 203(b)(1), SCACR)<sup>2</sup>, should she choose to do so.

ELECTRONIC SIGNATURE PAGE TO FOLLOW

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<sup>2</sup>"A notice of appeal shall be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment. When a timely motion for judgment n.o.v. (Rule 50, SCRCP), motion to alter or amend the judgment (Rules 52 and 59, SCRCP), or a motion for a new trial (Rule 59, SCRCP) has been made, the time for appeal for all parties shall be stayed and shall run from receipt of written notice of entry of the order granting or denying such motion." Rule 203(b) (1), SCACR.



Berkeley Common Pleas

**Case Caption:** Bethany Aloha Rich VS New Heights Property Mgmt

**Case Number:** 2020CP0800718

**Type:** Order/Other

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2020-11-16 14:14:01 page 5 of 5

**RECEIVED**

**Feb 04 2021**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Roger M. Young, Sr., Circuit Court Judge

Bethany Aloha Rich, .....  
Appellant,

v.

New Heights Property Management, .....  
Respondent.

APPELLATE CASE NO. 2020-001684

CERTIFICATE OF SERVICE OF RETURN TO APPELLANT’S MOTION FOR  
EXTENSION OF TIME TO ORDER TRANSCRIPT

I certify that I served this Return to Appellant’s Motion for Extension To Order  
Transcript on Appellant’s counsel via email (attached) on February 4, 2021 to:

[jwkuykendall@jwklegal.com](mailto:jwkuykendall@jwklegal.com)

s/Scott Riddell

Scott Riddell, Esquire

SC Bar No. 102809

P.O. Box 1547

Summerville, SC 29484

(843) 735-9702

Attorney for Respondent

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**Rich v. New Heights -- service of return to Rich's motion for extension**

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Scott Riddell <scott.riddell.law@gmail.com>  
To: jwkuykendall@jwklegal.com

Thu, Feb 4, 2021 at 10:46 AM

Dear Mr. Kuykendall,

Attached for service on Appellant, please find Respondent New Heights's return to your motion for an extension. Service will only be by email.

Looking forward to working on this appeal with you.

Yours,

Scott Riddell, Esq.  
Scott Riddell Law, LLC  
P.O. Box 1547  
Summerville, SC 29484  
843-735-9702 (cell)  
[scott.riddell.law@gmail.com](mailto:scott.riddell.law@gmail.com)

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 **Respondent return to motion for extension order FULL PKG.pdf**  
917K