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STATE OF SOUTH CAROLINA )  
COUNTY OF LAURENS )

SC Court of Appeals  
IN THE COURT OF COMMON PLEAS  
Case No. 2020-CP-30-00994

Crystal Michelle Roberts a/k/a Crystal Roberts;  
and Benjamin Michua Maya, )

Plaintiff(s), )

vs. )

Pamela Kaitlin Newton a/k/a Pamela Newton )  
a/k/a Kaitlin Newton, )

Defendant(s). )

ORDER

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference and Notice of Hearing a telephonic hearing was held on January 27, 2021 at 11:00 AM at the law offices of Townsend & Thompson, 210 W. Laurens Street, Laurens, SC 29360. Present at the hearing by telephone was counsel for the Plaintiff, Allen M. Wham, Esq., Plaintiff Crystal Michelle Roberts (hereinafter "Plaintiff Roberts"), and Plaintiff Benjamin Michua Maya (hereinafter "Plaintiff Maya"). Contrary to instructions provided in the Notice of Hearing, Defendant Pamela Kaitlin Newton (hereinafter the "Defendant") appeared in person at the hearing.

The testimony was taken, which is reported herewith, and from the testimony and evidence, I find, conclude and order as follows:

**FINDINGS OF FACT:**

1. The Lis Pendens and Summons & Complaint were filed on November 10, 2020.
2. Service was made upon the Defendant named in this action as is shown by the proof of service filed herein.
3. The Defendant named in this suit is in default as shown by Affidavit on file herein.
4. All Defendants in default, all attorneys of record, and Defendants pro se, were notified of the time, date, place, and manner of hearing in this matter.

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5. The real property described on Exhibit "A" attached hereto and which is the subject of this action (hereinafter the "Property") is situate in the County of Laurens, State of South Carolina.

6. On or about July 1, 2015, the Defendant (erroneously shown on the document as Katlin Newton) entered into a Rental Agreement (hereinafter the "Agreement") with Plaintiff Roberts, wherein Plaintiff Roberts agreed to lease the Property to the Defendant for the sum of Three Hundred and 00/100 (\$300.00) Dollars per month, for a term of five (5) years. A copy of the Agreement is attached to the Complaint filed herein and also submitted to the Court as an Exhibit.

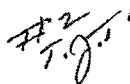
7. The Agreement was not recorded in the Office of the Clerk of Court for Laurens County because it was primarily a residential lease agreement.

8. Pursuant to the terms of the Agreement, the Defendant was given the option to convert the Agreement into a "rent to own" contract once the Defendant had paid a total of \$5,000.00 in rent payments, which would be honored by Plaintiff Roberts as a down payment towards the purchase of the Property in the event the Defendant elected to exercise her option during the term of the Agreement.

9. Pursuant to the terms of the Agreement, the parties agreed that if the Defendant elected to exercise her option to purchase the Property during the term of the Agreement, a separate Bond for Title agreement would have to be executed by the parties to provide all terms and conditions and to confirm the rent-to-own arrangement.

10. The Defendant failed to make regular monthly rent payments as called for in the Agreement and paid only \$6,960.00 during the entire term of the Agreement. Rent payments for the full term of the Agreement should have equaled \$18,000.00. Further, despite the fact the Defendant had failed to pay her rent in accordance with the Agreement and despite the fact Plaintiff Roberts was under no obligation to do so, Plaintiff Roberts refunded to the Defendant the sum of \$2,000.00 to cover costs incurred by the Defendant for plumbing repairs and a water heater.

11. The Defendant failed to exercise her option to purchase the Property during the term



of the Agreement and the lease agreement was not renewed for an additional term; therefore the Agreement terminated on July 1, 2020.

12. Because the Defendant failed to exercise her option to purchase the Property during the term of the Agreement, a Bond for Title agreement was never prepared or executed by the parties.

13. On July 2, 2020, after termination of the Agreement, Plaintiff Roberts sold the Property to Plaintiff Maya as evidenced by deed recorded July 2, 2020 in Deed Book 1513, page 245, in the Office of the Clerk of Court for Laurens County.

14. On or about July 6, 2020, Plaintiff Maya provided the Defendant with written notice that he would not be renting the Property to her and allowed her thirty (30) days to vacate the premises.

15. The Defendant failed to vacate the Property within the said thirty days allowed by Plaintiff Maya and the said Plaintiff filed eviction proceedings thereafter.

16. A hearing in the said eviction proceedings was held in the Laurens County Magistrate Court on August 28, 2020 before the Honorable William M. Wham and the Honorable Tracy E. Richards, Laurens County Magistrate Judges.

17. At the August eviction hearing, the Defendant produced what the Magistrate Judges determined to be fraudulent lease agreements, and the Magistrate Court ultimately found and concluded that the only valid agreement between the parties was the Agreement, that the Defendant failed to exercise her option to purchase the Property during the term of the Agreement, that the Agreement had terminated on July 1, 2020, and that the Defendant was required to vacate the Property.

18. At the conclusion of the August eviction hearing, in the presence of Judge Richards, the Defendant agreed to the terms and conditions of a Termination of Existing Lease (hereinafter the "Termination"), a copy of which is attached to the Complaint filed herein and also submitted to the Court as an Exhibit. The Termination provided that the Defendant must pay to Plaintiff Maya the sum of \$400.00 upon signing the Termination, pay to Plaintiff Maya several additional payments of

\$400.00 thereafter, and ultimately vacate the Property on or before October 28, 2020.

19. The Defendant paid Plaintiff Maya the initial payment of \$400.00 as called for in the Termination; however, the Defendant failed to make the next called for payment of \$400.00 by September 15, 2020, and Plaintiff Maya once again filed eviction proceedings in the Laurens County Magistrate Court on or about September 21, 2020.

20. A hearing in the second eviction proceeding was held in the Laurens County Magistrate Court on October 5, 2020 before the Honorable William M. Wham, Laurens County Magistrate Judge.

21. At the October eviction hearing, the Defendant was represented by legal counsel who argued that his client, the Defendant, may have or claim to have potential rights or an interest in the Property due to the option to purchase provided in the Agreement or otherwise, and that, pursuant to S.C. Code of Laws § 22-3-20, the Magistrate Court did not have jurisdiction to hear the case.

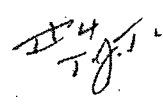
22. Because title to the Property was brought into question, Judge Wham determined that the Magistrate Court did not have jurisdiction to hear the case and elected to dismiss the eviction proceeding.

23. The Agreement and the Termination are the only written agreements that have been entered into by and between the Plaintiffs and Defendant in connection with the Property, and no Bond for Title agreement, rent to own agreement, or contracts or agreements otherwise related to the Property have been entered into by the said parties.

24. The Defendant failed to pay her rent in a timely manner as called for in the Agreement, failed to pay the total amount of rent called for over the full term of the Agreement, and failed to exercise her option to purchase the Property during the term of the Agreement as provided therein.

**CONCLUSIONS OF LAW:**

1. Due to the Defendant's failure to exercise her option to purchase the Property during the term of the Agreement, the Agreement expired on July 1, 2020 and is therefore terminated and of no further force and effect between the parties hereto, their heirs, successors and assigns.



2. Because the Defendant defaulted in her obligations under the Agreement, failed to exercise her option to purchase the Property during the term of the Agreement, failed to vacate upon termination of the Agreement, defaulted in her payment obligations under the Termination, failed to vacate pursuant to the Termination, and has no Bond for Title agreement, rent to own agreement, or any other contracts or agreements otherwise related to the Property, Plaintiffs are entitled to an Order terminating the Agreement, Termination, and any other contracts or agreements that the Defendant may have or claim to have related to the Property, so that the Agreement, Termination, and any such other documents, agreements or instruments shall be null and void and of no further force and effect between the parties hereto, their heirs, successors and assigns.

3. Pursuant to S.C. Code Ann. § 15-67-10 *et seq.*, Plaintiffs are entitled to a decree issued by this Court ordering, adjudging and declaring that the Defendant does not have or hold any right, title or interest in or to the Property, the Defendant is forever barred from claiming any such right, title or interest in or to the Property, and that Plaintiff Maya exclusively holds all right, title and interest in and to the Property, granting and awarding him immediate possession of the Property.

4. All monies previously paid by the Defendant to the Plaintiffs shall be deemed and treated as rent and are non-refundable.

5. The Agreement, Termination, and any other contracts or agreements between the parties are deemed null, void, and of no further force and effect.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that**

1. The Agreement, Termination, and any and all other contracts or agreements between the parties are hereby nullified, voided, and of no further force and effect, and all monies previously paid by the Defendant to the Plaintiffs shall be deemed and treated as rent and are now non-refundable;

2. Plaintiff Maya is entitled to immediate possession of the Property;

3. The Defendant is forever barred from having or claiming any right, title or interest in and to the Property under the Agreement, Termination, or any other contract or agreement being terminated by this Order;

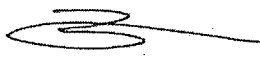
4. **The Defendant, together with any and all occupant(s) shall vacate the Property no later than fifteen (15) days after this Order is served upon the Defendant, and Plaintiff Maya is entitled to recover possession of the Property at such time. Should personal service not be effected, a clocked copy of this Order shall be posted in a conspicuous place at or near the front entrance of the residence located on the Property, and the fifteen-day period shall commence at such time.**

5. If the Defendant fails to vacate the Property within the said fifteen (15) days, then upon receipt of a copy of this Order, the Sheriff of Laurens County, South Carolina or his authorized deputies, shall be and is hereby directed and authorized to enter upon the Property, by force if the same be necessary, and seize the Property and to remove therefrom any and all such persons who may be occupying the same, together with all possessions therein or thereon, including the Defendant, and to put Plaintiff Maya in full, peaceful and quiet possession of the Property without delay, and thereafter, and within ten (10) days, make due return to the Clerk of Court for Laurens County, South Carolina, showing how this Order has been executed.

6. All personal property seized and removed from the Property hereunder by the said Sheriff or his deputies may be placed on the right-of-way of the public road or street abutting the Property.

**AND IT IS SO ORDERED.**

Feb 1, 20  
Laurens, South Carolina

  
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The Honorable Thomas J. Thompson  
Special Referee

#6 JGT

EXHIBIT A

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Laurens, on the intersection of S-30-191 (Lee Street) and S-30-193 (Willis Street), as shown on that certain plat of survey entitled "Surveyed at the request of Edward and Sheila McDaniel," prepared by Teague Engineering Company, dated May 3, 2004, and recorded in Plat Book 67, page 197, in the Office of the Clerk of Court for Laurens County, and having the metes and bounds as appear thereon.

This is the same property conveyed to Crystal Michelle Roberts by deed of Federal Home Loan Mortgage Corporation, recorded October 14, 2011 in Deed Book 1042, page 50, in the Office of the Clerk of Court for Laurens County. Thereafter, Crystal Michelle Roberts conveyed the property to Benjamin Michua Maya by deed recorded July 2, 2020 in Deed Book 1513, page 245, in the Office of the Clerk of Court for Laurens County.

Tax Map Sheet: 906-10-02-050