

FORM 13

BRIEF OF APPELLANT*

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM FLORENCE COUNTY

Court of Common Pleas

michael g. nettles, Circuit Court Judge

Case No. 2021cp2100558

william j. edwards, as Personal

Representative of

jo lynn dorrell, Respondent,

v.

Wilson, Appellant.

[INITIAL] BRIEF OF APPELLANT

William J. Edwards

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Florence, SC 29501

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RECEIVED

Sep 29 2021

SC Court of Appeals

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STATEMENT OF ISSUES ON APPEAL

1. THE COURT ERRED IN not letting me present my data proving jo lynn Dorrell is a liar, a fraud, and has perjured herself under oath.
2. The COURT ERRED IN not finding jo lynn Dorrell did NOT give proper notice of non-compliance with the lease agreement. In this instance, notice was provided not by "conspicuous language" in the tenant's rental agreement.
3. The court erred in failing to fully consider section 27-40-910(h) and failing to find jo lynn dorrell engaged in retaliatory conduct.

STATEMENT OF THE CASE

In the former half of 2021, jo lynn dorrell brought this action alleging nonpayment against Wilson. Wilson answered stating jo lynn dorrell's claim was a lie and that jo lynn Dorrell is a criminal and a fraud.

STANDARD OF REVIEW

[Set forth appropriate standard of review with citation(s) to authority if all issues are governed by the same standard of review; otherwise include a separate section with a heading of "Standard of Review" at the start of the argument on each issue.]

ARGUMENTS

I. BECAUSE jo lynn dorrell has failed in her obligation to come to the dwelling unit and collect rent she is barred from claiming non-payment

section 27-40-310(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...

II. BECAUSE jo lynn Dorrell stipulated cash money rent and was provided cash money rent in envelopes the same as all other payments made to the address on file without return she is barred from claiming non-payment

III. BECAUSE jo lynn's eviction is retaliatory for the tenant exercising actions available through the rental agreement prior to signing jo lynn dorrell is barred from claiming non-payment section 27-40-910

section 27-40-210(12)

"rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under Section 27-40-520 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises;

section 27-40-910(h)

Any landlord who acts in retaliation against the tenant for engaging in protected conduct is liable for damages up to three month's rent or treble the actual damages sustained by the tenant, whichever is greater, and reasonable attorney's fees. Nothing in this section may be construed to prohibit an action for damages after a landlord has recovered possession of the dwelling unit in subsection (c), provided the ejection was primarily in retaliation against the tenant's protected conduct.

IV. BECAUSE jo lynn Dorrell has lied about the reason for the eviction, lied about receiving all rent owned on time and in full, and omitted that she actively refused rent and taking my phone calls to provide rent in person she has perjured herself, she is barred from claiming non-payment

section 16-9-30

It is unlawful for a person to wilfully and knowingly swear falsely in taking any oath required by law that is administered by a person directed or permitted by law to administer such oath.

A person who violates the provisions of this section is guilty of a felony and, upon conviction, must be fined in the discretion of the court or imprisoned not more than five years, or both.

V. BECAUSE jo lynn Dorrell has lied under oath about having received rent in full on time in cash through the mail because she wouldn't collect rent at the dwelling unit as per the rental agreement and SC law and claimed the tenant should be made to pay her again for the months in which the rent was mailed is fraud, she is a barred from claiming non-payment

VI. BECAUSE jo lynn Dorrell has not provided conspicuous language in the written rental agreement a notice of non-payment and his intention to terminate the rental agreement if rent is not paid within that period. BECAUSE jo lynn Dorrell has not provided the tenant written notice of nonpayment and his

intention to terminate the rental agreement is rent is not paid within that period the landlord's obligation to provide notice is not satisfied, she is barred from claiming non-payment

section 27-40-710(B)

If rent is unpaid when due and the tenant fails to pay rent within five days from the date due or the tenant is in violation of Section 27-40-540, the landlord may terminate the rental agreement provided the landlord has given the tenant written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period. The landlord's obligation to provide notice under this section is satisfied for any lease term after the landlord has given one such notice to the tenant or if the notice is contained in conspicuous language in a written rental agreement. The written notice requirement upon the landlord under this subsection shall be considered to have been complied with if the rental agreement contains the following or a substantially equivalent provision:

"IF YOU DO NOT PAY YOUR RENT ON TIME

This is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit."

The presence of this provision in the rental agreement fully satisfies the "written notice" requirement under this subsection and applies to a month-to-month tenancy following the specified lease term in the original rental agreement. If the rental agreement contains the provision set forth in this subsection, the landlord is not required to furnish any separate or additional written notice to the tenant in order to commence eviction proceedings for nonpayment of rent even after the original term of the rental agreement has expired.

VII. BECAUSE jo lynn Dorrell breached the rental agreement by facilitating entry of multiple people without tenant consent having her agents attack me, rob me and trash the dwelling unit, she is barred from claiming non-payment

CONCLUSION

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

Respectfully submitted,

September 28, 2021

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