

The State Of South Carolina
Anderson County

Court Of Commons Pleas
2020-cp-04-01167

21 OCT 7 PM 12:14:17
Anderson, SC Clk. CP/SS

Taranika Subrina Webb
Plaintiff

RECEIVED

Dec 15 2021

SC Court of Appeals

Vs

George Reeves/Fairview Gardens
Defendants

Motion for Reconsideration

S.C. 27-40-910(g)(h)(i)-Retaliatory Eviction Prohibited- which provides that any landlord who acts in retaliation against a tenant for engaging in protect conducted is liable for damages up to three times rent treble actual damages sustained by the tenant whichever is greater, and reasonable attorney fees. Nothing in this section may be construed to prohibit an action for damages after the landlord had recovered the possession of the dwelling unit in this subsection. Provides that ejection was primarily in retaliation against the tenant protected conduct.

Plaintiff goes before the court to ask for reconsideration on a decision that was made on sept 28,2021.

Judged order proof of damages in case that was held on June 02,2021 plaintiff submitted all invoices,bank statement,lease agreement. Bank statements do show the amount paid for attorney fees, it also shows application fees.

Defendant filed eviction on plaintiff for failure to pay rent that was months behind resulting in an 800.00 balance. Plaintiff received a rule to vacate. After receiving notice the plaintiff went into the office and talked to the property manager and paid the past due rent that she didn't know about. Plaintiff made two payments before hearing one on 4/3,4/12, After making those

payments the property manager still went to court and proceeded with eviction. Plaintiff showed proof of receipts in court and the judge went with the defendant to order eviction. Defendant testified on sept 28,2021 that eviction was their fault and they forgot to sign paperwork causing plaintiff to be evicted for failure to pay rent she knew nothing about. Defendant also reported false claim to credit bureau Causing plaintiff application to be denied when applying for apartment houses,etc

Plaintiff did state that she is currently in a breach of contract case with a defendant that has recently been appealed. But this Breach of contract case raises new allegations on this Company.

Plaintiff agreed to the one bedroom on another one of the properties that the company managed.

Plaintiff did complain to the government agency about the company following rules and regulations.

Plaintiff did not know about this past due amount but when she found out about it she did pay on the past due amount. She was never notified of the past due amount which was months behind.

I ask the court to look at all facts stated and proof submitted receipts,legers, credit reports based on statute and law. Plaintiff seeks 150,000 in damages.

Submitted,

Respectfully

Taranika Webb

October 7,2021