

applicable to the premises which materially affects health or safety. Defendant established and Plaintiff admitted no such complaint was ever made.

Plaintiff testified she complained to Defendant's property manager that her neighbor was spying on her in her apartment (peeping Tom). As a result, Defendant brought in a law enforcement officer associated with the property who conducted an inspection of both Plaintiff and neighbor's apartment. No evidence of spying was found.

Defendant maintains that Plaintiff's complaint to its property manager is not a matter "of a violation of this chapter". The court agrees. A review of SC Code Ann §27-40-910 does not reflect a complaint in the nature of Plaintiff's.

Defendant testified Plaintiff was evicted for failure to pay rent. Plaintiff acknowledged receiving notice of back due rent when it was delivered by "the sheriff". Plaintiff was unclear as to the date she received notice, however, Plaintiff subsequently testified that following receipt of the notice she paid towards the rent due. Plaintiff presented no evidence reflecting payment.

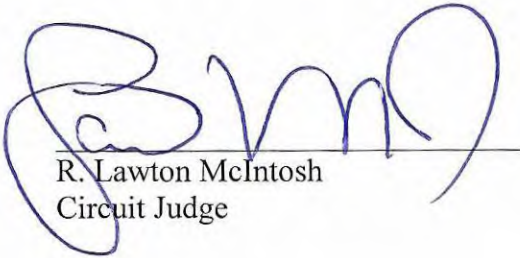
On April 1, 2019 Defendant filed an application of ejectment. On April 18, 2019 the magistrate issued an Order of Ejectment. Defendant's property manager testified that she found that Plaintiff had not signed the necessary paperwork and accordingly did not feel it appropriate to seek back rent. In addition, Plaintiff was allowed to remain on the premises through December 2020 or January 2021. In January 2021, Plaintiff filed a notice that she was voluntarily leaving Defendant' premises. Therefore, while Plaintiff was technically evicted, she was not actually evicted. Plaintiff also claimed that Defendant unlawfully increased her rent. Defendant's property manager explained that Plaintiff initially qualified for a two bedroom apartment but during the 2019 re-qualification process it was discovered that Plaintiff no longer qualified for a two bedroom apartment pursuant to HUD guidelines. Plaintiff was asked to move to a smaller

apartment which Plaintiff refused to do. Accordingly, the rent went to market rate which was \$1,017.00 per month.

Plaintiff's claim must be denied inasmuch as she failed to establish Defendant's eviction was retaliatory. Plaintiff's complaint to Defendant's property manager was properly inspected by Defendant. Further, Plaintiff failed to establish a "violation of this chapter" even if Plaintiff's complaint did qualify as a violation. Defendant's eviction was for non-payment which Defendant was allowed to do.

Finally, Plaintiff failed to meet her burden of proof with regard to her claim. Accordingly, Judgment shall be for the Defendant.

Mr. Reeves to provide a formal order consistent with this Order and the testimony present at trial. This Order must be sent to the Plaintiff in the same manner and at the same time it is sent to the Court.



R. Lawton McIntosh
Circuit Judge

9-28, 2021
Anderson, South Carolina