

FORM 13
AMENDMENT TO INITIAL REPLY BRIEF

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals
[In the Supreme Court]

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas
Roger M. Young, Sr.
Trial Court case No. 2020CP0800267

Case No. 2020-000629

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8887 Old University Blvd., Ste. 200
North Charleston, SC 29406
as representative
Of Parkway Village Apartments,
775 Sangaree Parkway Blvd., APT 22A
Summerville, SC 29486

Respondent

Lisa Michelle Ray
775 Sangaree Parkway, APT 5C
Summerville, SC 29486

Appellant

March 2, 2022 - Lisa Michelle Ray
775 Sangaree Parkway, APT 5C
Summerville, SC 29486

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AMENDMENT RESPONSE TO THE INITIAL BRIEF OF THE RESPONDENT

The following amendments are what I would like to include with my original "Response to the Initial Brief" dated November 3, 2021. These are all concerning what I believe to be unfair practices and/or mistreatment of myself by management at Parkway Village Apartments.

1. On 4/29/19 Jacquetta Elias falsely accused me of threatening her (see attached police report, attachment "A", page 5) for detailed information, but from the report you can clearly see that Lisa did not threaten Ms. Elias.
2. On 11/13/19 the apartment maintenance person (John Bentley) came to my apartment to change the smoke alarm, per HUD requirements. I was going outside, but told him that there was a gun in the apartment. When I returned, he was next door and said nothing about the gun. Six (6) days later I received a letter (Lease violation Notice - attachment "B", page 6) stating that I had the gun in my hand, and that he felt threatened. This is all untrue. If he truly felt threatened, then the police would have been called. But instead, Jacquetta Elias sent me this lease violations notice letter six (6) days later.

Judge Roger M Young, from the Court of Common Pleas had this same document as an exhibit, but I was not aware that he possessed the document, and it did not show up in the court transcripts. Had I been aware that he had this information, I would have been able to bring up the points above, at that time.

3. Since April of 2020 I have been making my monthly payments on time, but the Apartment complex has been returning them to me, uncashed (but they still charge me a late fee each month, starting in September of 2020). Starting in December of 2021 they started cashing/depositing them. I hand deliver the checks to the office on the first of the month, but they have been holding on to them for a few days before depositing them, and then charging me a late fee (see attachment "C", page 7, Resident ledger for details).
4. On 7/9/2019 I was threatened by Danielle Keller, with a baseball bat. Ms. Keller subsequently took the bat to my car. She was arrested and charged with assault and battery (see attachment "D", page 8 for police report). She was not, however required to leave the apartment complex, and did not leave the area for at least three (3) months. This is just another example on how the apartment management personnel treat some people differently than others.
5. On January 13, 2020 I was using the laundry area around 8pm. I had completed my laundry, and was outside the laundry area. I was approached by the emergency maintenance man (Ronald Deltoro), asking me if I would move my cart so that he could lock up the door. The apartment complex had contacted him, stating that I would not allow them to lock up the door. At no point did anyone from apartment complex come to the laundry area (before or after Mr. Deltoro came). They then charged me \$40 because the maintenance man had to make a special trip to the apartment complex. See attachment "E", page 9 – picture of me standing by the laundry room, and attachment "F", page 10, resident bill.
6. On 4/1/2018 the neighbor in 5B threw Coffee on me. When the office opened, I went in to make my first residential complaint. The following week, the neighbors started blocking the common walkway with her chair and table. I complained to the office management, but nothing was done. This went on for more than four (4) months. After speaking to corporate office, they finally had her move her chair and table out of the walkway. This chair/table was in violation of the HUD regulation of blocking common walkways. Subsequent to this, the person in 5B (Edwina Jarrett) filed a false police report on me.
7. On the Audio CD that was sent to the courts on September 2nd, 2021, it was stated that Ms. Jaquetta did not evict all of the 15 people who were late with their January 2020 payments. However, in the court transcript

from March 9th, 2020 (pages 7 and 8 of these transcripts are attached here (pages 11-12) it states that she did in fact evict all 15 people (that included myself). As I stated in my response to the initial brief, on December 20th, 2021, I know for a fact that one gentleman was late with his payment, and was NOT evicted (I was with him in his car when he filled out his money order for his rent payment, and that was on January 22nd, 2020). The following day, 01/23/2020, I was in court for eviction. I was not treated fairly according to the Fair Housing Act, concerning discrimination.

8. I also wanted to make sure that you were aware that I did comply with the bond to stay order, from the Honorable Judge Rad S. Deaton, from the Berkeley County Summary Court. This too is referenced on page 8 of the attached transcript pages. I am also including the payments made for January, February, and March for 2020, that show this compliance (attached here – pages 13-15). After March of 2020, I continued to try and make my payments, but the apartment manager just returned all the checks (even though they charged me late fees starting in September 2020, for each month that they refused to accept. Then, starting with December of 2021, they began depositing the checks again. The checks for December 2021 and January 2022 were placed in the drop box on time. Then on February 1st, at 9:06am, I took my check to the office, but Miss Falishia Primus (Assistant Manager) made me go outside and place it in the drop box. She stated that they no longer gave out receipts, but she did give me a ledger printout (Attachment “C”, page 7). They have continued to cash the checks for December, January, and February of 2022, but even though the December, January, and February checks were delivered on time, they continue to charge me a late fee for each of those months.

Thank You - Lisa Michele Ray