

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

BY: J. Daniel
IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
23 CVD 033411-590

CUSA N.C. HOLDINGS, L.P d/b/a
CAMDEN NODA APARTMENTS
Plaintiff,

v.

TIGRESS MCDANIEL a/k/a
TIGRESS SYDNEY ACUTE MCDANIEL,
Defendant

This matter came before the undersigned for trial on Plaintiff's Complaint in Summary Ejectment and Defendant's Counterclaims for Negligence, Breach of Implied Warranty of Habitability, Breach of Quiet Enjoyment, Retaliatory Eviction, Misrepresentation in Contract Law, Breach of Contract, Damages, and Punitive Damages. Plaintiff appeared and was represented by Patrick Johnson of Hatch, Little Bunn and Margaret Reece of Fox Rothschild. Defendant appeared and proceeded *pro se*. After considering the testimony, evidence presented, and arguments of the parties the Court makes the following findings of fact, conclusions of law, and enters the following ORDER:

PROCEDURAL HISTORY

1. Plaintiff filed an action for summary ejectment in Mecklenburg County which was voluntarily dismissed on October 4, 2023. (23-CVM-021871-590).
2. Defendant filed an action for Negligence, Breach of Implied Warranty of Habitability, Breach of Quiet Enjoyment, Retaliatory Eviction, Misrepresentation in Contract Law, Breach of Contract, and Damages, in Wake County on July 15, 2023. Defendant filed a voluntary dismissal of that action on November 12, 2023. (23CV018640-910)
3. The Court notes there are several pleadings related to the Wake County case (23CV018640-910) which have been uploaded to the electronic file for this action. Those pleadings are not included in the procedural history for this matter.
4. Plaintiff filed its Complaint in Summary Ejectment in this action on November 7, 2023.
5. Defendant was served on November 9, 2023.
6. The matter was set for hearing, before the Magistrate, on November 17, 2023.
7. On November 13, 2023, Defendant filed her Motion to Continue the hearing before the Magistrate.

8. On November 16, 2023, Defendant filed her §7A-221 Objection to Venue and Motion for Change of Venue with Affidavits Pursuant to §1-83 and §1-84.
9. On November 16, 2023, Defendant filed her 'Thrice Amended Motion for Continuance'.
10. On November 17, 2023, Magistrate Watson entered an Order continuing the matter to December 7, 2023, based upon Defendant's COVID symptoms. Plaintiff did not object.
11. On November 28, 2023, Defendant filed her 'Motion for Recusal of Magistrate Katrina D. Watson for Indefensible Bias Against Defendant'.
12. On November 30, 2023, Magistrate Katrina Watson filed a Small Claims Case/Motions Transmittal form recusing herself from presiding over this matter.
13. On December 6, 2023, Defendant filed an 'Amended Memorandum of Law in Support of her §7A-221 Objection to Venue and Motion for Change of Venue with Affidavits Pursuant to §1-83 and §1-84'.
14. On December 7, 2023, Magistrate Watson filed a second Small Claims Case/Motions Transmittal Form with the following findings:
 - a. "Other – Defendant previously filed mot to recuse [sic] Mag Watson (myself). Mag Watson has no objection, doesn't not know the defendant and does not have any bias against defendant" "*This is second request /form. Initial form submitted following last court date of 11/20/23 KW".
15. On April 8, 2024, Defendant filed her 'Withdrawal of Her Motion to Recuse Magistrate Watson from May 6, 2024 due to Unlawful Calendaring by TCA Forney'.
16. On April 17, 2024 Defendant filed her 'Counterclaim Defendant's Renewed Notice for Removal of Unlawfully Scheduled Motions set for May 6, 2024 Hearing and Motion to Strike Johnson's Purported Rule 11 Motion Due to Failure to File, Serve, Notice and Fairly Schedule'.
17. On April 23, 2024 Defendant filed her 'Motion to Continue Hearing on D's Motion to Recuse Watson'.
18. On April 26, 2024 the Honorable Elizabeth Trosch entered an Order DENYING Defendant's April 23, 2024 Motion to Continue Hearing on D's Motion to Recuse Watson.
19. On May 6, 2024 Defendant filed her 'Counterclaim Defendant's Motion to Recuse Trosch'.
20. On May 6, 2024 defendant filed her 'Counterclaim Defendant's Notice of Appeal from Trosch's Corrupt April 28, 2024 Order Denying Motion for Continuance'.

21. The District Court took no action at the May 6, 2024 hearing.
22. On May 15, 2024 Defendant filed her 'Counterclaim Defendant's Withdrawal of Notice of Appeal from Trosch's Corrupt April 28, 2024 Order Denying Motion for Continuance'.
23. On June 7, 2024 Defendant filed her 'Motion to Continue D's Motion to Recuse; P's Improper Rule 11 Motion'.
24. On July 3, 2024 the Trial Court Administrator's office entered an Order DENYING Defendant's May 15, 2024 Motion to Continue D's Motion to Recuse; P's Improper Rule 11 Motion.
25. On July 8, 2024 Defendant filed her 'Counterclaim Defendant's Withdrawal of Her Motion to Recuse Magistrate Watson from July 22, 2024 Calendar Due to Unlawful Calendaring by TCA Forney and Patrick Johnson in Direct Violation of Rule 6'.
26. On July 12, 2024, Counsel for Plaintiff filed a Notice of Hearing setting Defendant's §7A-221 Objection to Venue and Motion for Change of Venue with Affidavits Pursuant to §1-83 and §1-84 and Defendant's Motion for Recusal of Magistrate Katrina D. Watson to be heard on July 22, 2024.
27. On July 15, 2024, Defendant filed her 'Defendant's Motion for Recusal of Magistrate Katrina D. Watson for Indefensible Bias Against Defendant'.
28. On July 16, 2024 Defendant filed her 'Counterclaim Defendant's Show of Johnson's Fraud Upon the Court Regarding Her Notice of Withdrawal of Her Pending Motions Unlawfully Scheduled to be Heard on July 22, 2024'.
29. On July 16, 2024 Defendant, subsequently, filed her 'Amended Counterclaim Defendant's Show of Johnson's Fraud Upon the Court Regarding Her Notice of Withdrawal of Her Pending Motions Unlawfully Scheduled to be Heard on July 22, 2024'.
30. The July 22, 2024 hearing was cancelled.
31. On September 12, 2024, Counsel for Plaintiff filed a Notice of Hearing setting Defendant's §7A-221 Objection to Venue and Motion for Change of Venue with Affidavits Pursuant to §1-83 and §1-84 and Defendant's Motion for Recusal of Magistrate Katrina D. Watson to be heard on September 30, 2024.
32. On September 26, 2024, Defendant filed her 'Defendant's Withdrawal of Her Motion to Recuse Magistrate Watson Due to 26th Judicial District's Pattern Bad Faith Assigning Other Judges Subject to Recusals as to their Pattern Fraud and Prejudice Against

Defendant Including but not Limited to Ty Hands, and its Failure to Disclose and Assign Impartial Judge’.

33. On September 30, 2024 a hearing was conducted via Web Ex to address Defendant’s Motion to Change Venue and Motion to Recuse Magistrate Watson.
34. On September 30, 2024 at 10:03 pm Defendant filed her ‘Motion for Recusal of Magistrate Katrina D. Watson for Indefensible Bias Against Defendant’. The Court notes this filing is the second time Defendant re-filed her Motion to Recuse Magistrate Watson after Magistrate Watson recused herself from this matter. The Court further notes that in Defendant’s prayer for relief as part of this Motion she seeks to have all judicial officials in Wake, Mecklenburg, Rowan, and Guilford County judicial districts disqualified and recused from her pending court actions.
35. On October 1, 2024 Defendant filed her ‘Notice of Appeal from Jennifer Fleet’s September 30, 2024 Apparent Open Court Order Purporting to Lawfully Adjudicate and Deny Her motion to Recuse ETC Which was Lawfully Withdrawn’.
36. On October 2, 2024 this Court entered an Order on Defendant’s Motion for Recusal of Magistrate Katrina D. Watson for Indefensible Bias Against Defendant filed on November 28, 2023 and re-filed on July 15, 2024. This Court found Magistrate Watson recused herself from this matter on November 30, 2024 and December 7, 2024 respectively and set this matter for trial during the October 28, 2024 trial term.
37. On October 13, 2024 Defendant filed her ‘Amended Notice of Appeal from Jennifer Fleet’s September 30, 2024 Apparent Open Court Order that Fleet entered and Filed on October 2, 2024 Indexed as #36 which was Lawfully Withdrawn’
38. On October 13, 2024, Defendant filed her ‘Motion to Continue Unlawfully Scheduled Trial’.
39. On October 16, 2024, Defendant filed her ‘§1A-1, Rule 60 Motion or Relief from Fleet’s October 2, 2024 Order Denying Motion for Recusal Et Cetera’.
40. On October 17, 2024 the Trial Court Administrator entered an Order DENYING Defendant’s October 13, 2024 Motion to Continue Unlawfully Scheduled Trial.
41. On October 17, 2024, Defendant filed her ‘Counterclaim Defendant’s Notice of Renewed Motion for Relief, to Vacate Gatekeeper Order [sic]’.
42. On October 20, 2024, Defendant filed her ‘Notice of Appeal from Pressley Trosch’s October 17, 2024 Order Denying Continuance of Trial Date, Which Defendant Only Asserted in Response to District’s Pattern Fraud in that Her Appeal from Fleet’s October 1, 2024 Order Remains Pending and thus, Trial Not Ripe’ [sic].

43. On October 20, 2024 Defendant subsequently filed her 'Amended Notice of Appeal from Pressley Trosch's October 17, 2024 Order Denying Continuance of Trial Date, Which Defendant Only Asserted in Response to District's Pattern Fraud in that Her Appeal from Fleet's October 1, 2024 Order Remains Pending and thus, Trial Not Ripe' [sic].
44. On October 20, 2024, Defendant filed her 'Amended Notice of Appeal from Jennifer Fleet's September 30, 2024 Apparent Open Court Order that Fleet Entered and Filed on October 2, 2024 Indexed as #36 Which Was Lawfully Withdrawn'.
45. On October 25, 2024 this Court entered an Order on Defendant's §7A-221 Objection to Venue and Motion for Change of Venue with Affidavits Pursuant to §1-83 and §1-84 filed November 16, 2023.
46. On October 27, 2024 Defendant filed her 'Notice of Appeal from Jennifer Fleet's October 25, 2024 Ex Parte Order Purporting to Lawfully Adjudicate and Deny her Motion for Change of Venue (Index #48 in Odyssey)'.
47. This matter came on for Calendar Call on for the trial session beginning October 28, 2024. The Matter was originally set for trial on November 6, 2024 then subsequently continued.
48. On October 28, 2024, Defendant filed her 'Motion for Continuance Unlawfully Scheduled Bench Trial'.
49. On October 28, 2024 Defendant filed her 'Renewed Motion for Recusal (Including Jennifer Fleet)'.
50. On October 29, 2024 Defendant filed her 'Now Defendant's Counterclaim Originally Initiated in Wake County Preceding Now plaintiff CUSA's Summary Ejection Action in Mecklenburg County and thus Facially Retaliatory [sic]'.
51. On October 29, 2024 Plaintiff filed its Motion for Sanctions pursuant to Rule 11.
52. On October 30, 2024 Defendant filed her 'Amended Now Defendant's Counterclaim Originally Initiated in Wake County Preceding Now Plaintiff CUSA's Summary Ejection Action in Mecklenburg County and Thus Facially Retaliatory'[sic].
53. On October 30, 2024 Defendant filed her 'Counterclaim Defendant's Motion to Sanctions Against Patrick Johnson and Response in Opposition to Johnson's October 29, 2024 Frivolous Motion for Sanctions'[sic].
54. On October 30, 2024 Defendant filed her 'Motion to Continue Plaintiff's Purportedly Calendared October... Without Calendaring nor Regard to Counter...'. The Court notes the complete title of Defendant's motion was cut off when scanned into the online system.

55. On January 15, 2025, the Honorable Chief District Court Judge Roy Wiggins entered his Order of Chief District Court Judge Hon. Roy Wiggins re: Allowed Filings by Defendant.
56. On January 17, 2025, Plaintiff filed its Motion to Dismiss Defendant's Appeal to the Court of Appeals.
57. On January 17, 2025, this Court entered its Order Denying Motion to Recuse as to Hon. Jennifer L. Fleet ONLY.
58. On January 17, 2025, Defendant filed her 'Notice of Appeal from Fleet's January 17, 2025 Order Purporting to Lawfully Be Judge in Her Own Cause Denying Motion to Recuse Her'.
59. On June 12, 2025, Defendant filed her 'Motion for Continuance Unlawfully Scheduled Bench Trial'.
60. On June 13, 2025 Defendant filed her 'Counterclaimant Defendant's Motion to Dismiss Due to Lack of Subject Matter Jurisdiction, Violation of Local Rule 10.16(b) and (g) et seq. and Failure to timely issue Summons in direct Violation of 1A-1, Rule 4(d) et Seq.'
61. On June 16, 2025 the Trial Court Administrator entered an Order Denying Defendant's Motion for Continuance filed June 12, 2025.
62. On June 20, 2025 Defendant filed her "[Renewed] Motion for Continuance Unlawfully Scheduled Trial'.
63. On June 24, 2025 Judge Roy Wiggins entered an Order Denying Defendant's 'Renewed Motion for Continuance Unlawfully Scheduled Trial'.
64. On July 5, 2025 Plaintiff filed its 'Written Objections to and Motion to Quash or modify Subpoena'.
65. On July 10, 2025 Defendant filed her 'Quadrice Renewed Motion to Continue Unlawfully Scheduled Bench Trial'.
66. On July 11, 2025 this Court denied Defendant's Quadrice Renewed Motion to Continue Unlawfully Scheduled Bench Trial indicating all issues raised by Defendant shall be heard pre-trial on July 16, 2025.
67. On July 14, 2025 Defendant filed her 'Counterclaimant Defendant's Notice of Appeal from Disqualified Fleet's July 11, 2025 Void Ab Initio Order Denying Her Motion to Continue Trial per Rule 10.16(b) & (g) et seq & Failure to Timely Issue Summons in Direct Violation of 1A-1, rule 4(d) et seq and Inviolate Jury Trial Demand'.

PRE TRIAL MOTIONS

1. This matter came on for trial on the following dates:
 - a. July 16, 2025 afternoon session, July 17, 2025 full day session, July 18, 2025 full day session, August 11, 2025 full day session and August 12, 2025 morning session.
2. This Court considered the Plaintiff's claims, Defendant's counterclaims, and the complexity of the issues to be presented in determining the amount time which would be ultimately allocated to trial.
3. Throughout the proceedings the Court continuously advised the parties about time allocation and any time constraints.
4. At the commencement of trial Defendant requested a continuance based upon outstanding subpoenas and Plaintiff's failure to comply with outstanding discovery.
5. The Court finds Defendant did not file a motion to compel, or any other motions pursuant to the discovery rules in the North Carolina Rules of Civil Procedure, prior to trial.
6. The Court DENIED Defendant's request for a continuance.
7. At the commencement of trial Defendant raised the issue of her pending appeal with the North Carolina Court of Appeals for this Court's January 17, 2025 Order Denying Defendant's Motion to Recuse Hon. Jennifer Fleet as a basis upon which this Court lacks jurisdiction to conduct trial on Plaintiff's Complaint and Defendant's Counterclaims.
8. The Court finds Defendant's appeal of this Court's January 17, 2025 Order denying her Motion to Recuse is interlocutory as contemplated in *Lowder v. All Star Mills, Inc.*, 60 N.C. App 699, 702 (1983).
9. The Court finds it retains the jurisdiction to hear the instant action.
10. At the commencement of trial Defendant raised the issue that this action properly lies in Small Claims Court and the District Court does not have jurisdiction to hear the trial on the merits.
11. The Court finds based upon the case transmittal form filed on November 30, 2023 and December 7, 2023, Defendant's Motions to Recuse Magistrate Watson, specifically Defendant's Motion filed on September 30, 2024 seeking the recusal of 'all subject judges, co-conspirator court staff, the Wake, Mecklenburg, Rowan and Guilford County Judicial Districts in their entirety' and based upon the Order entered by Chief District Court Judge Roy Wiggins on January 14, 2025 the District Court is the appropriate court to hear the instant action.

FINDINGS OF FACT

1. There is no dispute that Plaintiff and Defendant had a landlord tenant relationship by way of a valid lease at the subject premises, 515 Jordan Place, Charlotte, NC 28205, unit 212.
2. The Court finds on or about July 2, 2023 Defendant reported to Plaintiff a water leak in her then current apartment, unit 212.
3. The Court finds a maintenance worker employed by Plaintiff responded to Defendant's complaint regarding a water leak; that the maintenance worker opened an area in the ceiling at the site of a water stain, removed wet insulation, conducted a visual inspection and sprayed disinfectant.
4. The Court finds Plaintiff determined the cause of the water stain and leak was an air conditioning unit condensation drain which was not installed correctly.
5. The Court finds Defendant requested a transfer from unit 212 which Plaintiff facilitated.
6. The Court finds on July 5, 2023 Defendant transferred from a one bedroom unit, number 212, to a two bedroom unit, number 565.
7. The Court finds that for the period between July 1, 2023 through July 5, 2023 pro-rated rent in the amount of \$317.58 was due and owing for unit 212.
8. The Court finds Defendant paid the rent due and owing for the period between July 1, 2023 through July 5, 2023 for unit 212 in the amount of \$317.58.
9. The Court finds there is a landlord / tenant relationship between the parties for the subject property located at 515 Jordan Place, Apt 565, Charlotte, NC 28205 for a term commencing July 5, 2023 through and including July 7, 2024.
10. The Court finds the parties executed the governing Lease, including the lease transfer addendum and concession addendum, for unit 212 and unit 565 via electronic signature on July 5, 2023.
11. The Court finds the nature of the lease between the parties is a 'transfer' lease.
12. The Court finds Plaintiff charged, and then credited, Defendant a transfer fee in the amount of \$1001.50 for Defendant's transfer from unit 212 to unit 565.
13. The Court finds that as of July 8, 2024 the lease between the parties, for unit 565, became a month to month lease.
14. **The Court finds the monthly rental rate for unit 565 is \$2,563.00 per month due and owing on or before the first calendar day of each month.**

15. The Court finds the pro-rated rent for unit 565 for the period between July 5, 2023 and July 31, 2023 was \$2,232.29.
16. The Court finds Plaintiff credited Defendant, by way of negotiated settlement, \$407.29 for late fees, \$2232.29 for July 2023 pro-rated rent for unit 565 and \$65.15 for utilities.
17. The Court finds Defendant has not paid monthly rent for unit 565 commencing August 1, 2023 through the date of trial.
18. The Court finds Plaintiff properly terminated Defendant's tenancy and demanded possession of the premises.
19. The court finds Paragraph 20 of the Lease 'Notice of Injuries' states as follows
 - a. "In the event that Resident or other occupants or any of their guests or visitors suffer any damage or injury for which they believe that Owner may be liable, the Resident agrees to notify Owner in writing within ten (10) days of the occurrence of the injury, or as soon after the injury as practical, whichever is sooner. The failure of Resident to notify Owner of any of these injuries or damages will be a breach of this Lease, and to the fullest extent allowed by applicable law, Resident will be responsible to Owner for any loss which Owner might suffer arising out of Resident's failure to notify Owner, including owner's inability to determine the cause or responsibility for the injuries or damages."
20. The Court finds at some time during the early part of Defendant's tenancy she provided her medical records to Plaintiff.
21. Defendant alleges the following injuries:
 - a. Defendant alleges to the Court she experienced significant physical complications due to her exposure to the water leak
 - b. The Court finds Defendant provided medical records September 2023 11/15/23; 12/22/23; 2/7/24; 2/23/24; 8/1/24
22. The Court finds Defendant provided no demonstrative evidence of mold growth in unit 212 during the time between discovering the water stain and Defendant's relocation to Unit 565.
23. The Court finds Paragraph 27 of the Lease "Default by Owner" states as follows:
 - a. Owner agrees to abide by applicable law regarding repairs and performance under this Lease. ALL REQUESTS FOR REPAIRS MUST BE MADE IN WRITING. (emphasis in original) Unless exercising a right specifically granted by applicable law, Resident shall not be entitled to any abatement of Rent for any inconvenience or annoyance in connection with Owner's repairs or maintenance and may not withhold Rent under any circumstances, regardless of an alleged failure by Owner to repair or maintain, unless otherwise provided by applicable law.
24. The Court finds Defendant impermissibly withheld rent for Plaintiff for Unit 565.

25. The Court finds the parties executed identical “Concession Addendums” for both unit 212 and unit 565 on July 3, 2023.
26. The Court finds Paragraph 3 of the respective Concession Addendums ‘Release’ states as follows:
 - a. Resident hereby releases, acquits and forever discharges, the Owner, Camden development, Inc., as well as their respective owners, affiliates, shareholders, partners, officers, directors, agents, employees, successors and assigns of an from any and all damages, loss, injury, claims responsibility, liability or causes of action of any nature whatsoever, whether in contract, in tort or by statutes Resident has or may have, as of the effective Date, against Owner, Camden Development, Inc., or their respective owners, affiliates, shareholders, partners, officers, directors, agents, employees, successors and assigns related to, arising out of or in any way connected to the Lease, the unit, the acts or omissions of Owner, Owner’s managing agent or Owner’s contractors or subcontracts or the use or occupancy of the Unit or common areas of the Community by Resident, occupants or guests.
27. The Court finds Plaintiff issued a concession to Defendant related to the transfer from unit 212 to unit 565. The concession was as follows: waiver of ½ rental rate and the transfer fee in the amount of \$1001.50. The concession was applied to Defendant’s ledger on July 3, 2023.
28. The Court finds Defendant seeks damages for the counterclaims of:
 - a. Negligence, Breach of Implied Warranty of Habitability, Breach of Quiet Enjoyment, Retaliatory Eviction, Misrepresentation in Contract Law, Breach of Contract, Damages, and Punitive Damages
29. The Court finds Defendant’s Counterclaims for Negligence, Misrepresentation in Contract Law, Breach of Contract, Damages and Punitive Damages are barred by the Concession Addendums executed by the parties on July 3, 2023.
30. Defendant alleges to the Court unit 212 was uninhabitable as contemplated under the Implied Warranty of Habitability based upon the water damage associated with the clogged air conditioning drain line.
31. Defendant provided exhibits documenting the water leak and resulting repair work to Unit 212.
32. Defendant did not provide any testimony or documentation of what she believes to be the fair market value of unit 212.
33. The Court finds Plaintiff responded in a timely and appropriate manner after being notified of the water leak by Defendant.

34. Defendant alleges to the Court that Unit 565 was uninhabitable as contemplated under the Implied Warranty of Habitability based upon the 'drawing of a penis and testicles' on the interior side of her bedroom door.
35. The Court finds Defendant notified Plaintiff of the drawing on Monday, July 17, 2023 via e mail. In Defendant's e mail, she requests the drawing to be removed and required Plaintiff to obtain her permission prior to entering unit 565 to complete removal of the drawing.
36. Plaintiff testified that Plaintiff offered to remove the drawing, and that Defendant denied their offer stating she wanted to obtain a police report first.
37. Defendant did not provide any testimony or documentation of what she believes to be the fair market value of unit 565.
38. The Court finds Plaintiff responded in a timely and appropriate manner after being notified of the drawing on Defendant's bedroom door.
39. Defendant alleges to the Court her 'right to quiet enjoyment' as contemplated under Implied Warranty of Quiet Enjoyment was breached by the drawing of a penis and testicles on the interior side of her bedroom door, the drawing of a penis and testicles in the dust on the windshield of her vehicle, collision damage to her vehicle which occurred while it was parked in the garage at the apartment building and alleged cyberstalking by a neighbor.
40. The Court finds Defendant did not establish that plaintiff breached a duty under the lease which 'rendered the premises untenable'.
41. Defendant asserts the reporting of a drawing of a penis and testicles on her car window and the delivery of mail and items in a shopping bag supports her claim for retaliatory eviction.
42. The Court finds Defendant did not provide any demonstrative evidence or testimony that the filing of the Complaint for Summary Ejectment by Plaintiff occurred within twelve (12) months of the actions contemplated by N.C.G.S §42-37.1.
43. During the pendency of this trial Defendant made the following ore tenus motions:
 - a. Motion for Joinder
 - b. Multiple Motions to Recuse this Court
 - c. Four Motions for Mistrial
 - d. Two Motions to Stay/Dismiss
44. Each of the Defendant's Motions were DENIED.

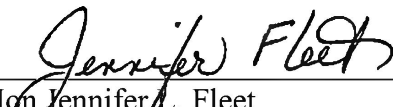
CONCLUSIONS OF LAW

1. This Court has jurisdiction over the parties and the subject matter herein.
2. Venue is proper in Mecklenburg County.
3. Plaintiff has established its claim for Summary Ejectment by the greater weight of the evidence and is entitled to the relief sought.
4. Defendant's Counterclaims for Negligence, Misrepresentation in Contract Law, Breach of Contract, Damages and Punitive Damages are barred by the Concession Addendums executed by the parties on July 3, 2023.
5. Defendant has failed to establish her claim for breach of the implied warranty of habitability as to Unit 212 by the greater weight of the evidence and is not entitled to the relief sought.
6. Defendant has failed to establish her claim for breach of the implied warranty of habitability as to Unit 565 by the greater weight of the evidence and is not entitled to the relief sought.
7. Defendant has failed to establish her claim for breach of the implied covenant of quiet enjoyment by the greater weight of the evidence and is not entitled to the relief sought.
8. Defendant has failed to establish her claim for retaliatory eviction by the greater weight of the evidence and is not entitled to the relief sought.

It is hereby Ordered:

1. Plaintiff's claim for summary ejectment is GRANTED;
2. Plaintiff is granted immediate possession of and Defendant shall be immediately removed from the subject premises located at 515 Jordan Place, Apt 565, Charlotte, NC 28205
3. Plaintiff may file a writ of possession upon entry of this ORDER pursuant to N.C.G.S. Ch 42.
4. Defendant's claim for negligence is DENIED
5. Defendant's claim for breach of the implied warranty of habitability is DENIED
6. Defendant's claim for breach of the implied covenant of quiet enjoyment is DENIED
7. Defendant's claim for retaliatory eviction is DENIED
8. Defendant's claim for misrepresentation in contract law is DENIED
9. Defendant's claim for breach of contract is DENIED

This the 17th day of October 2025.


Hon Jennifer L. Fleet
District Court Judge Presiding

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