

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

IN RE:

Brenda Fisher,

Debtor(s).

C/A No. 25-03709-EG

Chapter 7

**ORDER DENYING EXTENSION OF
AUTOMATIC STAY**

THIS MATTER comes before the Court on the Motion to Extend Temporary Stay Under [11 U.S.C. § 362\(l\)](#) (the “Motion to Extend Stay”) filed by Brenda Fisher (“Debtor”) on October 28, 2025.¹ Harbison Housing Associates LP dba Harbison Gardens (the “Landlord”) filed an objection (the “Objection”) to Debtor’s Motion to Extend Stay.² The Court held a hearing on November 18, 2025, which was attended by Debtor, Landlord’s counsel, and a representative of the Landlord. Having considered all the pleadings, the arguments of counsel and Debtor at the hearing, and after reviewing the exhibits admitted into evidence and the entire record of this case, the Motion to Extend Stay is denied based upon the following findings of fact and conclusions of law:

FINDINGS OF FACT

This is Debtor’s second bankruptcy filing over the past four months. Prior to seeking bankruptcy protection, Debtor entered into a rental agreement with Landlord for property at Harbison Station Circle, Apt 224, Columbia SC, 29212 (the “Residence”). Debtor, appearing pro se, filed her first voluntary petition under chapter 7 of the Bankruptcy Code on August 11, 2025, commencing C/A No. 25-03132-eg (the “First Case”).³ The First Case was initially dismissed on

¹ [ECF No. 35](#).

² ECF Nos. 38-39, filed November 10, 2025.

³ C/A No. 25-03132, [ECF No. 1](#).

September 9, 2025 due to Debtor's failure to appear at a Rule to Show Cause hearing the Court had scheduled to determine whether a patient care ombudsman should be appointed in the case due to her designation on the petition as the sole proprietor of a business identified as a health care business.⁴ Debtor filed a motion to reconsider the dismissal, asserting that she was unable to attend the Rule to Show Cause hearing because her mother had passed away unexpectedly the day prior to the hearing.⁵ The Court granted the motion to reconsider and rescheduled the hearing on the Rule to Show Cause for September 23, 2025. Debtor failed to make an appearance at the rescheduled hearing, and the Court entered an order dismissing the case on September 23, 2025.⁶ Debtor's Schedule G filed in the First Case reflected "Harbison Gardens" as a party to a "Rent Lease", but no address was included; accordingly, the Notice of Chapter 7 Bankruptcy Case was not served on the Landlord.⁷

According to documents filed with the Court as an attachment to Form 101B (as defined below) but not introduced into evidence at the hearing, it appears that between the filing of the First Case and the entry of the first dismissal—on or about August 28, 2025—the Landlord filed a Rule to Vacate or Show Cause (Eviction) with the Magistrate's Court in Richland County, South Carolina, commencing eviction proceedings against Debtor (Case No. 2025CV4010502504).⁸ The Rule to Vacate or Show Cause (Eviction) indicates that Debtor was past due on rent in the amount of \$2,467.20 with arrears totaling \$2,874.00. On September 23, 2025, the Magistrate issued a Writ of Ejectment, ordering the Sheriff or Magistrate's Constable to serve Debtor with the Writ of Ejectment, provide her with 24 hours to voluntarily vacate the premises, and upon failure to

⁴ C/A No. 25-03132-eg, [ECF No. 45](#).

⁵ C/A No. 25-03132-eg, [ECF No. 30](#). Debtor filed a copy of the Notice of Death issued by the Richland County Coroner verifying that her mother had died on September 8, 2025. Debtor's Exhibit A also includes a program for the Celebration of Life for Debtor's Mother indicating Debtor's mother passed on September 8, 2025.

⁶ C/A No. 25-03132-eg, [ECF No. 45](#).

⁷ C/A No. 25-03132-eg, [ECF No. 6](#).

⁸ [ECF No. 13](#). Debtor has not raised any issues regarding a possible violation of the automatic stay.

voluntarily vacate the property within that period, “to remove from the premises any occupants and all items of personal property found on the premises.”⁹ The next day—on September 24, 2025—Debtor filed her second voluntary petition under chapter 7 of the Bankruptcy Code, again without representation of counsel (the “Second Case”).¹⁰ In Item 11 of the Voluntary Petition, Debtor checked the box indicating she rents her residence but did not answer the next question as to whether her landlord had obtained an eviction judgment.

On September 26, 2025, Debtor filed Official Form 101A Initial Statement About an Eviction Judgment (“Original Form 101A”), listing the Landlord’s name and address as Harbison Housing Associates LP, PO Box 30247, Columbia SC 28230. On the form, Debtor also checked the box indicating that she had given the Clerk of Court a deposit for the rent due during the 30 days after she filed the Second Petition.¹¹ On the same day, Debtor filed Official Form 101B Statement About Payment of Eviction Judgment (“Form 101B”) and checked the box indicating that she had paid the Landlord the entire amount owed as stated in the Rule to Vacate or Show Cause (Eviction).¹² Debtor also deposited a cashier’s check with the Clerk of Court in the amount of \$2,784.00 payable to the Landlord.¹³ Three days later, on September 29, 2025, Debtor filed an amended Voluntary Petition as well as an amended Form 101A (“Amended Form 101A”).¹⁴ Part 11 of the amended Voluntary Petition was changed to reflect that the Landlord had obtained an

⁹ [ECF No. 13](#); Debtor’s Exhibit B. As there is no time stamp on the Writ of Ejectment, it is not clear whether it was entered before or after this Court dismissed the First Case.

¹⁰ [ECF No. 1](#).

¹¹ [ECF No. 12](#). Form 101A notes:

First 30 days after bankruptcy. If you checked both boxes above, signed the form to certify that both apply, and served your landlord with a copy of this statement, the automatic stay under [11 U.S.C. § 362\(a\)\(3\)](#) will apply to the continuation of the eviction against you for 30 days after you file your Voluntary Petition for Individuals Filing for Bankruptcy (Official Form 101).

It is not clear, however, whether Debtor served the Landlord with a copy of the Original Form 101A filed on September 26, 2025.

¹² [ECF No. 13](#). Specifically, Debtor checked the box confirming: “Within 30 days after I filed my Voluntary Petition . . . I have paid my landlord the entire amount I owe as stated in the judgment for possession (eviction judgment).”

¹³ Debtor’s Exhibit A. According to the Court’s records, the Clerk of Court received the check on September 26, 2025.

¹⁴ ECF Nos. 20, 21, and 22.

eviction judgment, and the Amended Form 101A changed the Landlord's address from PO BOX 30247, Columbia, SC 28230 to PO BOX 30247, Charlotte, NC 28230.¹⁵ On September 29, 2025, the Court issued a Deficiency Notice as no certificate of service for Form 101A and Form 101B was filed.¹⁶ On October 2, 2025, Debtor filed a Certificate of Service indicating that both forms were served on September 29, 2025, "by depositing the same in the U.S. Mail at Harbison Gardens, addressed to: By hand at 401 Columbiana Drive, Columbia, SC 29212."¹⁷

On October 28, 2025—thirty-four days after filing the Second Case and thirty-two days after filing the Original Form 101A—Debtor filed the Motion to Extend Stay requesting that the "Court extend the temporary stay granted under 11 U.S.C. § 362(l)."¹⁸ Debtor indicates the reason for seeking the extension was that she was waiting to receive funds from her late mother's insurance proceeds. Once she received the funds, she would "immediately pay [her] November rent and bring [her] account current with [her] landlord." Debtor also posits that while the thirty-day period under § 362(l) expired on Sunday October 26, 2025, she filed the Motion to Extend at "the first available opportunity after [her] § 341 Meeting of Creditors."

The Landlord filed an objection to the Motion to Extend Stay on November 10, 2025 (the "Objection").¹⁹ Relying on 11 U.S.C. § 362(c)(3), the Landlord argues that Debtor's motion is untimely because the automatic stay terminates thirty days after the filing of the petition unless extended by the Court prior to that time. The Landlord further notes that although October 26, 2025, was a Sunday, Debtor did not file the Motion to Extend Stay until Tuesday, October 28, 2025—thirty-four days after the Second Case was filed—despite the Court being open on Monday,

¹⁵ ECF No. 21. The landlord's address was amended to change the city and state. The zip code, which is the zip code for Charlotte, NC, remained the same. Notably, the Charlotte address for Landlord is the same address as it appears on the caption of the Rule to Vacate and Show Cause (Eviction) and the Writ of Ejectment.

¹⁶ ECF No. 24.

¹⁷ ECF No. 28.

¹⁸ ECF No. 35, filed October 28, 2025.

¹⁹ ECF No. 39.

October 27, 2025. Furthermore, the Landlord asserts that it had not received any rent payments from Debtor, including those deposited with the Clerk of Court. The Landlord also argued that the “relief requested in Debtor’s Motion is prejudicial to [the Landlord] in that Debtor’s Motion is contextually limited to only one creditor – [the Landlord].”

A hearing was held on the Motion to Extend on November 18, 2025. At the hearing, Debtor explained that she filed bankruptcy to discharge her prepetition outstanding rent while trying to catch up on her postpetition rent payments beginning in October 2025. She indicated that her monthly rent is \$1,234.00 and explained that she had deposited \$2,874.00 with the Clerk of Court to cover her post petition October rent to begin the thirty-day stay pursuant to [11 U.S.C. § 362\(d\)](#). Debtor further acknowledged that she had made no further deposits other than the initial \$2,874.00 with the Clerk of Court. At Debtor’s request, several documents were introduced into evidence with no objection by the Landlord, including the Writ of Ejectment,²⁰ a picture of the check she deposited with the Clerk of Court, and a program from the celebration of life for her mother and father, among other documents.²¹

Counsel for the Landlord reported that the Debtor had a current outstanding balance of \$8,327.08 and that the Landlord had only received the initial application fee of \$35.00 from Debtor. The Landlord introduced into evidence a ledger showing the monthly rent payments missed and late fees due since May 2025 (the “Ledger”).²² Debtor disputed the amount on the ledger after it was admitted into evidence indicating that she had not been required to pay June rent which the Landlord had included in the \$8,327.08 figure.²³ According to counsel, the Landlord never

²⁰ Debtor Exhibit B.

²¹ Debtor Exhibit A. The other documents included text messages indicating Debtor was having difficulties with her car and what appears to be a screenshot showing Debtor was paid on November 13, 2025.

²² Creditor Exhibit 1.

²³ The Court notes that on Debtor’s Schedule A/B, Part 4 she listed a security deposit in the amount of \$900.00 to the Landlord. The \$900.00, however, was not accounted for in Creditor’s ledger. While Debtor did not introduce a copy

received the \$2,874.00 cashier check that Debtor deposited with the Clerk of Court. Landlord's counsel further noted that the address for the Landlord that Debtor provided on Amended Form 101A was the address for a law firm that the Landlord hired to initiate the eviction proceeding against Debtor. Landlord's counsel stated that he had contacted the law firm, and they had also confirmed they had not received the check. Furthermore, counsel indicated that he had not been able to locate the check with the tracking information provided by the Clerk's Office. In response to Landlord's counsel's argument that Debtor had used the incorrect address, Debtor stated that the address on the Amended Form 101A was the address that appeared for Landlord on the Writ of Ejectment.²⁴ The Court notes that according to the Clerk's Office records, the check was properly forwarded to the address that Debtor provided on the Amended Form 101A—which is the same as it appears in the caption of the Writ of Ejectment.²⁵

CONCLUSIONS OF LAW

The issue before the Court is whether the automatic stay is still in place in this Second Case and, if so, whether Debtor should be granted the extension she seeks. At the outset, the Court notes that the record does not clearly establish whether the Landlord initiated the eviction proceeding while the First Case was still pending.²⁶ Although Debtor has not asserted any potential violation of the automatic stay in either pleadings or arguments made at the hearing, binding precedent in this District provides that actions taken in violation of the automatic stay are void and without legal effect, even if the creditor was not aware of the bankruptcy filing. *M.B. v. E. Carolina Com.*

of the check for \$900.00 into evidence at the hearing, the Court notes that the day following the hearing she filed with the Court a copy of a certified check payable to Landlord in that amount dated June 4, 2025. While the Court will not take that supplemental document into consideration in reaching its decision as the record had been closed, it remains unclear if the \$900.00 has any relation to the Debtor's dispute as to rent owed for June. Regardless, whether Debtor had paid the \$900.00 or not does not change the Court's decision on the issues before it.

²⁴ [ECF No. 13](#); Debtor's Exhibit B.

²⁵ [ECF No. 23](#).

²⁶ The Rule to Vacate and Show Cause (Eviction) is dated August 28, 2025. Debtor's First Case was still pending during that time and no relief from stay was sought to proceed with any lawsuit.

Servs., LLC, No. 5:24-4105-MGL, [2025 WL 460813](#) (D.S.C. Feb. 11, 2025); *McCowan v. Titlemax of South Carolina*, No. 8:10-133-HMH, [2010 WL 11661248](#) (D.S.C. March 12, 2010). *See also Weatherford v. Timmark (In re Weatherford)*, [413 B.R. 273, 283-84](#) (Bankr. D. S.C. 2009) (holding that judgment that was obtained in South Carolina state court against Chapter 13 debtor in violation of automatic stay was void ab initio and without legal effect, even if obtained without notice of debtor’s bankruptcy case). The validity of the Writ of Ejectment has not been raised by either party, and the Court is reluctant to do so on its own when the evidentiary record before it was not fully developed concerning the entirety of the state court docket and the dates documents were filed or orders entered in the eviction proceeding. Whether or not the Writ of Ejectment is valid, the outcome of the Motion to Extend is the same—no extension of such stay is warranted as there is no automatic stay in place to be extended. Even so, the Court cautions that although the Landlord may pursue its state court rights, it should consider whether it may lawfully proceed on the Writ of Ejectment obtained on September 23, 2025, or should seek further relief from the state court before proceeding any further.

1. Applicability of the Exception of [11 U.S.C. § 362\(b\)\(22\)](#)

“Under the Bankruptcy Code, eviction proceedings against a debtor are generally enjoined by the automatic stay under [\[11 U.S.C.\] § 362\(a\)\(3\)](#), which provides that ‘any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate’ is stayed.” *In re Arrieta*, [612 B.R. 342, 346](#) (Bankr. D.S.C. 2020) (quoting [11 U.S.C. § 362\(a\)\(3\)](#)). Section 362(b)(22), however, provides, subject to the provisions of [§362\(l\)](#), that the filing of a petition under the Bankruptcy Code does not operate as a stay of an

eviction proceeding where the lessor has obtained a prepetition judgment for possession of residential property being leased by a debtor. [11 U.S.C. § 362\(b\)\(22\)](#).²⁷

Nevertheless, there is an exception to this exception. Pursuant to 11 U.S.C. 362(l)(1), a debtor may obtain a temporary thirty-day stay by filing with the petition and serving on the landlord an initial certification indicating: (1) that debtor has deposited the rent that would become due within thirty days after filing the bankruptcy petition with the clerk of the court, and (2) there is applicable non-bankruptcy law which would permit the debtor “to cure the entire monetary default that gave rise to the judgment for possession after that judgment for possession has been entered” [11 U.S.C. § 362\(l\)\(A\)](#). South Carolina Local Bankruptcy Rule 4001-5 further provides:

Pursuant to [11 U.S.C. § 362\(l\)](#), if the debtor is depositing rent with the Court, the debtor must remit to the Clerk of Court simultaneously with the filing of the petition: (a) a cashier’s check, certified check, or money order, made payable to the lessor indicated on the debtor’s Initial Statement About an Eviction Judgment, in the amount of such rent; and (b) a copy of the applicable judgment for possession.

S.C. LBR 4001-5.

The debtor can prevent the §362(b)(22) exception to the stay from being triggered after the initial thirty-day period if the debtor, in addition to meeting the requirements of [11 U.S.C. § 362\(l\)\(1\)](#) and prior to the expiration of the thirty-day period, “files with the court and serves upon the lessor a further certification under penalty of perjury that the debtor . . . has cured . . . the *entire*

²⁷ “[Section 362(a)’s] breadth as reflected in its broadly worded subsections (a)(1) through (a)(8) has provided opportunities for abuse not intended by Congress to achieve its prophylactic statutory objective.” *In re Williams*, [371 B.R. 102, 105](#) (Bankr. E.D. Pa. 2007). One such abuse was regarding residential tenants who had used the protection of the automatic stay to forestall eviction for months. *Id.* (citing Nat’l Bankruptcy Review Commission, Final Report, Bankruptcy: The Next Twenty Years, Chapter 3: Individual Commissioner Views 65-66 (1997), available at <https://govinfo.library.unt.edu/nbrcreport/01title.html>). The Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 included additional exceptions to § 362(a) including § 362(b)(22) and (b)(23), which concern evictions, for the purpose of addressing the problem faced by residential landlords across the nation whose tenants file for bankruptcy relief solely for the purpose of staying pending evictions so they can live “rent free”. *Id.* (citing H.R. Rep. No. 1009-31(l), *as reprinted in*, 2005 U.S.C.A.A.N. 88, *103 (2005)).

monetary default that gave rise to the judgment under which possession is sought by the lessor.” 11 U.S.C. § 362(l)(2) (emphasis added). The failure to file this further certification results in 11 U.S.C. § 362(b)(22) going into effect upon the thirtieth day after the filing of the petition, which would allow the landlord to resume eviction proceedings. *Arrieta*, 612 B.R. at 347.

In this case, assuming that the Writ of Ejectment is not void as a result of a violation of the stay, § 362(b)(22) applies because the Landlord obtained the writ for the possession of the premises against the Debtor prepetition.²⁸ Debtor obtained a temporary thirty-day stay pursuant to §362(l)(1) when she (1) filed Form 101A asserting that she maintains the right to cure the default underlying the Writ of Ejectment and that she has submitted funds for the entire monthly rent due in the thirty days after the bankruptcy petition is filed, and (2) deposited a cashier’s check with the Clerk of Court payable to the Landlord for rent.²⁹ She also filed a copy of the Writ of Ejectment and Rule to Vacate or Show Cause (Eviction) in accordance with S.C. LBR 4001-5,³⁰ and filed a certificate of service asserting she served the Landlord with both Official Form 101A and Official Form 101B.³¹ The Court notes that the check was for the amount of \$2,874.00, which is equal to the total amount of the default and exceeds the amount of the monthly rent of \$1,234.00. Debtor indicated at the hearing, however, that she intended the check to cover October’s rent.

²⁸ ECF No. 13; Debtor’s Exhibit B.

²⁹ The Court notes that Debtor filed the Second Case on September 24, 2025, but did not file Form 101A until two days later, on September 26, 2025, when she also filed an amended petition to indicate the eviction action. In *In re Simpson*, the court held that Form 101A must be filed with the petition for relief or the exception in § 362(b)(22) will take immediate effect to terminate the stay. *In re Simpson*, 642 B.R. 255 (Bankr. D.S.C. 2022). The undersigned agrees with *Simpson* but observes it is not clear in this case that Debtor had received notice that the Writ of Ejectment had been entered when she filed. Moreover, she amended the petition two days later at the same time she filed Form 101A and 101B. Regardless, Landlord did not raise this issue, and the Court finds that the stay has expired under either scenario.

³⁰ ECF No. 13.

³¹ ECF No. 28. The Court notes that the address Debtor sent copies of the forms to is different than the address of the Landlord she provided on her Forms. The Landlord, however, did not assert that service of Official Forms 101A and 101B was improper and has not challenged service of those forms.

From the outset, the Court notes that both Debtor and the Landlord used the date of October 26, 2025, as the day on which the stay, if any, expires; however, the thirty-day period applicable under § 362 (c)(3) and (l) expires thirty days after the Second Petition—not Form 101A—was filed. Therefore, thirty days after the Second Petition was filed would fall on Friday, October 24, 2025.³² Debtor did not, however, complete the requisite steps to stop the application of 11 U.S.C. § 362(b)(22) from going into effect on October 24, 2025. Although Debtor submitted Official Form 101B indicating that she had paid the Landlord the entire amount of the default, which ostensibly would have covered the October rent which would have become due within thirty days after the Second Case was filed, not only did the Landlord not receive any money but the Debtor did not then remit additional funds to cover the October rent and the full amount of the default. Said differently, within the thirty-day period after the Second Case was filed, for the automatic stay to extend past the thirty-day period, Debtor should have remitted the total sum of \$4,108 (*i.e.*, \$2,874.00 as stated in the Writ of Ejectment plus the first postpetition monthly rent of \$1,234.00). Debtor acknowledged she made no payments to the Landlord or the Court after depositing the cashier's check in the amount of \$2,874.00. The stay was therefore lifted and 11 U.S.C. § 362(b)(22) went into effect on October 24, 2025. The Court is bound by the Bankruptcy Code and the procedural steps that must be taken for a Debtor to avoid the effects of 11 U.S.C. § 362(b)(22). Consequently, the only way for the stay to be extended in this case was for Debtor to cure the default within 30 days after the Second Petition was filed, which she did not do. *See, e.g. In re Williams*, 371 B.R. 102, 108 (Bankr. E.D. Pa. 2007) (holding that no further relief from stay needed

³² When computing time periods stated in days, Rule 9006 provides that the Court should exclude the day of the event that triggers the period—here the petition date—and “include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, then continue the period until the same time on the next day that is not a Saturday, Sunday, or legal holiday.” Fed. R. Bankr. P. 9006(a)(1).

to be sought pursuant to § 362(a)(1) and (a)(2) once debtor tenant failed to comply with deposit and cure procedures implemented in §362(l)).

b. *The Automatic Stay Has Terminated Pursuant to 11 U.S.C. § 362(c)(3) and Cannot Be Extended.*

As stated earlier, even if the Writ of Ejectment was of no effect as violative of the automatic stay during the First Case, the automatic stay which went into effect upon the filing of the Second Case—on September 24, 2025—would have terminated on October 24, 2025. This case is Debtor’s second bankruptcy filing within the last year. Accordingly, pursuant to 11 U.S.C. § 362(c)(3)(A), the automatic stay provided by § 362(a) was scheduled to terminate 30 days after the petition date. Section 362(c)(3)(A) provides:

[I]f a single or joint case is filed by or against a debtor who is an individual in a case under chapter 7, 11, or 13, and if a single or joint case of the debtor was pending within the preceding 1-year period but was dismissed, . . .³³

(A) the stay under subsection (a) with respect to any action taken with respect to a debt or property securing such debt or with respect to any lease *shall terminate* with respect to the debtor on the 30th day after the filing of the later case.

11 U.S.C. § 362(c)(3)(A) (emphasis added). Section 362(c)(3)(B) allows a debtor to file a motion seeking an extension of the automatic stay beyond the initial thirty-day period under certain conditions: (1) “*after notice and a hearing completed before the expiration of the 30-day period*” and (2) “only if the party in interest demonstrates that the filing of the later case is in good faith as to the creditors to be stayed.” 11 U.S.C. § 362(c)(3)(B) (emphasis added). Debtor filed the Motion to Extend four days after the thirty-day period expired, asking the Court to extend the stay as to

³³ Section 362(c)(3) provides a limited exception to this provision if a case is “refiled under a chapter other than chapter 7 after dismissal under section 707(b).” Here, the Second Case was refiled as another Chapter 7, accordingly, the exception is inapplicable.

Landlord. While Debtor did not rely on § 362(c)(3), the Court finds that even if she had, that provision would not aid her in obtaining the relief she seeks.

This Court has previously held that § 362(c)(3)(B) “does not provide the Court with any authority to extend the stay after it is terminated under § 362(c)(3)(A) if a hearing is not conducted before the expiration of the stay.” *In re Hardin*, [664 B.R. 707, 710-11](#) (Bankr. D.S.C. 2024) (quoting *In re Epting*, [652 B.R. 134, 137](#) (Bankr. D.S.C. 2023) (citing cases)). Courts in other jurisdictions have similarly concluded that a bankruptcy court lacks discretion to extend the automatic stay after the thirty-day period expired. *See In re Flynn*, [582 B.R. 25](#) (B.A.P. 1st Cir. 2018); *Capital One Auto Fin. v. Cowley*, [374 B.R. 601](#) (W.D. Tex. 2006); *In re Berry*, [340 B.R. 636](#) (Bankr. M.D. Ala. 2006); *In re Morgan*, No. 25-30792, [2025 WL 1742435](#) (Bankr. N.D. Ohio June 23, 2025); *In re McGrath*, No. 10-20530, [2011 WL 2116992](#) (Bankr. E.D. Va. Jan. 25, 2011). Here, Debtor filed the Motion to Extend after the stay had terminated under § 362(c)(3)(A). For these reasons, the Court concludes that the automatic stay has terminated and cannot be extended even under the provisions of § 362(c)(3).

CONCLUSION


Based on the foregoing, the Court denies the Debtor’s Motion to Extend Stay. Therefore, Landlord may pursue its state law remedies to recover full possession of the Residence from Debtor, subject to the cautions set forth in this Order.

AND IT IS SO ORDERED.

**FILED BY THE COURT
11/21/2025**



Entered: 11/21/2025


Elisabetta G. M. Gasparini
US Bankruptcy Judge
District of South Carolina