

# IN THE 101ST JUDICIAL DISTRICT COURT

## DALLAS COUNTY, TEXAS

CAUSE NO. DC-25-10952

|                        |   |   |
|------------------------|---|---|
| MICHAEL A. STUART,     | § |   |
| PLAINTIFF,             |   | § |
|                        | § |   |
| V.                     |   | § |
|                        | § |   |
| BROOKFIELD PROPERTIES, |   | § |
| DEFENDANT.             | § |   |

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### PLAINTIFF'S MOTION TO QUASH RETROACTIVE DEBT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff MICHAEL A. STUART, pro se, and respectfully moves this Court to quash Defendant's claimed debt arising from a prior lease that was closed in good standing, and in support would show as follows:

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#### I. BACKGROUND

1. Plaintiff's lease with Defendant for the period ending **May 30, 2025** was closed in good standing, with no notices of nonpayment, default, or arrearage issued. At the June 2025 renewal, Defendant's representative, **Vasti De La Garza**, admitted under oath that she reviewed the ledger and told Plaintiff his account reflected a credit at that time (Ex. B).

2. Only afterward, in “early summer 2025,” Defendant claims to have performed an “audit” and “corrected” the ledger. Defendant acknowledges that a **July 24, 2025 email** was the first communication of this revision (Ex. C). The revised ledger produced by Defendant (Ex. D) no longer reflected a credit but instead showed an alleged balance due of **\$2,475.45**.
  3. These admissions and records establish that as of the **June 1, 2025 – May 30, 2026 Lease Agreement** (Ex. A), Plaintiff’s account was in good standing and no prior balance was carried forward. Only after renewal did Defendant attempt to impose a new alleged debt.
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## II. EACH LEASE IS A SEPARATE CONTRACT

4. Texas law recognizes that each lease term is a separate contract. Once a lease expires and a new lease is executed, the prior contract is fully performed and closed. *Cap Rock Elec. Coop. v. Tex. Utils. Elec. Co.*, 874 S.W.2d 92, 101 (Tex. App.—El Paso 1994, no writ).
  5. The **June 1, 2025 – May 30, 2026 Lease Agreement** (Ex. A) sets a new term with new start and end dates. It:
    - a. Contains no provision authorizing Defendant to carry forward balances from prior leases;
    - b. Contains no incorporation by reference of prior debts; and
    - c. Is governed by a new HAP Addendum, which limits tenant obligations to the portion set by the Housing Authority for that lease term.
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## III. LEGAL BASIS

6. **Waiver.** Waiver is “the intentional relinquishment of a known right” and may be implied by conduct inconsistent with claiming that right. *Tenneco Inc. v. Enterprise Prods. Co.*, 925 S.W.2d 640, 643 (Tex. 1996). By closing the prior lease in good standing, accepting

all payments, and executing a new lease without reservation, Defendant waived any right to claim past balances.

7. **Estoppel.** A party may not take a position inconsistent with its earlier conduct where another has relied on it. *Motor Vehicle Bd. v. El Paso Indep. Auto. Dealers Ass'n*, 1 S.W.3d 108, 111 (Tex. 1999). Plaintiff reasonably relied on Defendant's closure of the lease and confirmation of a credit balance at renewal.
8. **Laches.** Laches bars claims asserted only after unreasonable delay and prejudice. *Bluebonnet Sav. Bank v. Grayridge Apartment Homes, Inc.*, 907 S.W.2d 904, 912 (Tex. App.—Houston [1st Dist.] 1995, writ denied). Defendant's months-late "audit" and sudden reversal after renewal is precisely the prejudice laches is meant to prevent.
9. **Federal Contract Supremacy / HAP Compliance.** Texas courts enforce HUD lease addenda as binding and prohibit collection of rent beyond the tenant's designated portion. *Bockelmann v. Marynick*, 788 S.W.2d 569, 571 (Tex. 1990); *Reynolds v. McCullough*, 739 S.W.2d 424, 429 (Tex. App.—San Antonio 1987, writ denied). The HAP contract governs rent obligations lease by lease. Defendant's retroactive charges exceed Plaintiff's tenant portion and violate federal law.

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#### IV. EXHIBITS

Plaintiff supports this Motion with the following exhibits, attached hereto and incorporated by reference:

- Exhibit A: Lease Agreement dated June 1, 2025 – May 30, 2026.
  - Exhibit B: Declaration of Vasti De La Garza (Defendant's filing), admitting Plaintiff's account reflected a credit at renewal.
  - Exhibit C: Defendant's identification of July 24, 2025 email, acknowledging the timing of the alleged "audit correction."
  - Exhibit D: July 2025 Ledger / Billing Statement produced by Defendant, showing an alleged balance due of \$2,475.45.
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## V. RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Quash Defendant's claimed debt of \$2,475.45, as reflected in its July 2025 ledger (Ex. D), arising from the lease that ended May 30, 2025;
2. Declare that any retroactive charges or balances from that prior lease are void and unenforceable; and
3. Grant such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

Dated: October 2, 2025

/s/ Michael A. Stuart

Michael A. Stuart, Pro Se

1800 Main Street, Apt 1554

Dallas, TX 75201

(361) 446-5392

michaelalanstuart@hotmail.com

## CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Supplemental Declaration, with attached Exhibits A and B, was served on all counsel of record via the Court's electronic filing system on October 2, 2025.

/s/ Michael A. Stuart

Michael A. Stuart, Pro Se

Exhibit A: Lease Agreement dated June 1, 2025 – May 30,  
2026.

**LEASE DETAILS****A. Apartment (Par. 2)**Street Address: 1800 Main St. #1554Apartment No. E-1554 City: Dallas State: TX Zip: 75201**B. Initial Lease Term.** Begins: 07/01/2025 Ends at 11:59 p.m. on: 06/30/2026**C. Monthly Base Rent (Par. 3)**\$ 1645.00**E. Security Deposit (Par. 5)**\$ 300.00**F. Notice of Termination or Intent to Move Out (Par. 4)**A minimum of 60 days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period*If the number of days isn't filled in, notice of at least 30 days is required.***D. Prorated Rent**\$ 1645.00☒ due for the remainder of 1st month or  
☐ for 2nd month*Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.***G. Late Fees (Par. 3.3)****Initial Late Fee**☒ 10.0 % of one month's monthly base rent or☐ \$ \_\_\_\_\_**Daily Late Fee**☐ \_\_\_\_\_ % of one month's monthly base rent for \_\_\_\_\_ days or☐ \$ \_\_\_\_\_ for \_\_\_\_\_ daysDue if rent unpaid by 11:59 p.m. on the 3rd (3rd or greater) day of the month**H. Returned Check or Rejected Payment Fee (Par. 3.4)**\$ 50.00**J. Early Termination Fee Option (Par. 7.2)**\$ 658.00Notice of 60 days is required.*You are not eligible for early termination if you are in default.*Fee must be paid no later than 7 days after you give us notice*If any values or number of days are blank or "0," then this section does not apply.***K. Violation Charges****Animal Violation (Par. 12.2)**Initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) andA daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal)**Insurance Violation (Master Lease Addendum or other separate addendum)**

\$ \_\_\_\_\_

**I. Reletting Charge (Par. 7.1)**A reletting charge of \$ 1405.90 (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations**L. Additional Rent - Monthly Recurring Fixed Charges.** You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.Animal rent \$ 0.00 Cable/satellite \$ \_\_\_\_\_ Internet \$ \_\_\_\_\_Package service \$ \_\_\_\_\_ Pest control \$ 5.00 Stormwater/drainage \$ \_\_\_\_\_Trash service \$ 0.00 Washer/Dryer \$ \_\_\_\_\_Other: Mailed Rent Service Fee \$ 4.00

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

**M. Utilities and Other Variable Charges.** You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.**Utility Connection Charge or Transfer Fee:** \$ 50.00 (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)**N. Other Charges and Requirements.** You will pay separately for these items or comply with these requirements as outlined in a Master Lease Addendum, separate addenda or Special Provisions.**Initial Access Device:** \$ \_\_\_\_\_**Additional or Replacement Access Devices:** \$ \_\_\_\_\_ **Required Insurance Liability Limit (per occurrence):** \$ 100000.00**Special Provisions.** See Par. 32 or additional addenda attached. This Lease cannot be changed unless in writing and signed by you and us.

Exhibit B: Declaration of Vasti De La Garza (Defendant's filing), admitting Plaintiff's account reflected a credit at renewal.

## **Exhibit B**

### **Declaration of Vasti De La Garza**

#### **DECLARATION OF VASTI DE LA GARZA**

I, Vasti De La Garza, Assistant Property Manager for Brookfield Properties, reviewed the ledger for Michael Stuart's account at renewal of the lease beginning June 1, 2025. At that time, the account reflected a CREDIT balance.

This was confirmed to Mr. Stuart at renewal, prior to the execution of the new lease agreement. Only after renewal, in July 2025, did Brookfield issue a revised ledger showing a claimed balance due.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 2025, in Dallas, Texas.

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Vasti De La Garza  
Assistant Property Manager, Brookfield Properties



Exhibit C: Defendant's identification of July 24, 2025  
email, acknowledging the timing of the alleged "audit  
correction."

## **Exhibit C**

Email from Vasti De La Garza – July 24, 2025

From: De La Garza, Vasti <vasti.delagarza@brookfieldproperties.com>  
Sent: Thursday, July 24, 2025 2:33 PM  
To: Michael Stuart <michaelalanstuart@hotmail.com>  
Cc: Klover.Johnson@va.gov; Kimmy.Sudberry@dallascounty.org  
Subject: The Element - Ledger Review

Hello Michael,

During a recent audit of accounts, we identified and applied necessary updates to ensure your account remains accurate. Based on HAP documentation, we aligned your ledger with Housing information and your portion of the rent. As a result of these corrections, a balance now appears on your account.

Best regards,  
Vasti De La Garza  
Assistant Property Manager, Brookfield Properties

Exhibit D: July 2025 Ledger / Billing Statement produced  
by Defendant, showing an alleged balance due of  
\$2,475.45.

## **Exhibit D**

### **July 2025 Ledger – Claimed Balance**

#### **Defendant's July 2025 Ledger / Billing Statement**

- Balance Due: \$2,475.45
- Includes retroactive late fees and charges backdated to months already paid
- Tenant portion (\$329) had been timely paid via autopay and confirmed by Housing
- Ledger revision first communicated July 24, 2025, after lease renewal

This exhibit demonstrates Brookfield's retroactive imposition of debt after the lease was closed in good standing and a new lease executed.