

101st

IN THE COURT OF ____ JUDICIAL DISTRICT OF DALLAS COUNTY, TEXAS

MICHAEL A. STUART,
PLAINTIFF,

§

§

DC-25-10952

§

v.

§

CAUSE NO.: _____

§

BROOKFIELD PROPERTIES,

§

2121 North Pearl Street, 12th Floor,

§

Dallas, TX 75201,

§

§

and

§

§

BILT TECHNOLOGIES, INC.,

§

1000 Nolen Drive, Suite 400,

§

Grapevine, TX 76051,

§

§

DEFENDANTS.

§

**ORIGINAL PETITION FOR DECLARATORY JUDGMENT AND APPLICATION
FOR TEMPORARY RESTRAINING ORDER**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Michael A. Stuart, Plaintiff, acting pro se, and would respectfully show the Court
the following:

I. DISCOVERY CONTROL PLAN

Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3.

II. PARTIES AND JURISDICTION

Plaintiff is a resident of Dallas County, Texas, residing at 1800 Main Street, Apt 1554, Dallas, TX 75201.

Defendant Brookfield Properties operates Element Dallas apartments, the subject of this dispute, and may be served at 2121 North Pearl Street, 12th Floor, Dallas, TX 75201.

Defendant BILT Technologies, Inc. provides billing and payment processing services for the property and may be served at 1000 Nolen Drive, Suite 400, Grapevine, TX 76051.

This Court has jurisdiction because this case involves interpretation and enforcement of federal housing contracts under 42 U.S.C. § 1437f and Texas landlord-tenant law, and the amount in controversy exceeds the minimum limits for this Court. Venue is proper in Dallas County.

III. FACTUAL BACKGROUND

A. Section 8 Housing Arrangement and Payment Terms

Plaintiff resides at Element Dallas under a Section 8 Housing Choice Voucher program administered by Dallas County Housing Authority (DCHA). Plaintiff's lease is governed by the HUD-mandated Housing Assistance Payments (HAP) Contract and Tenancy Addendum (see Exhibit B).

Under these documents and federal law:

- Plaintiff's monthly rent obligation is set by DCHA and, as of June 1, 2025, is \$329.00 (formerly \$333.00).
- The DCHA (PHA) pays the remainder of the total \$1,645.00 rent directly to the Owner, as reflected in the 2025 HAP Contract Amendment Notice (see Exhibit B).
- The Owner may not demand, collect, or retain any rent in excess of these amounts and must immediately return any excess rent to the tenant.
- The Owner may not terminate the lease or seek eviction for nonpayment of the PHA portion.

B. Defendant's Billing and Collection Conduct

Despite these legal limits:

- Defendants' billing system repeatedly generated charges far above Plaintiff's required portion (including attempted unauthorized withdrawal of approximately \$1,250 from Plaintiff's bank account in June 2025).
- Defendants attempted this withdrawal despite Plaintiff owing only \$329 for rent that month, as verified by the DCHA contract amendment.
- Defendants charged NSF fees, issued a notice to vacate, and threatened negative credit reporting and additional fees—all based on these erroneous charges.
- Defendants have failed to provide an accurate account ledger or correct their system errors, even after repeated requests from Plaintiff and DCHA.

C. Agency Evidence and Pattern Among Veterans

Dallas County Housing Authority made the required Housing Assistance Payment, which Defendants received and cashed. Despite this, Defendants continued collection activities and issued a notice to vacate.

Plaintiff does not have a copy of the notice, but the Dallas County Housing Authority agent references it in her official email (see Exhibit A).

A representative of the Veterans Administration has confirmed that other veterans at the same facility are experiencing similar billing violations by Brookfield Corporate and BILT Technologies, Inc. In these cases, local management acknowledges the system errors and tries to assist, but Brookfield Corporate and BILT refuse to provide accurate ledgers or accept payments outside the malfunctioning corporate system. This pattern highlights a broader corporate practice and increases the urgency for court intervention.

D. National Pattern of Corporate Abuse in Section 8 Housing

Plaintiff's experience is not unique. As documented by legal scholarship in the Harvard Law Review:

“Property manager abuse is endemic in Project-Based Section 8 housing. Tenants suffer the consequences in myriad ways, from overpaying hundreds of dollars of rent to facing improper evictions. This failure to enforce tenants’ rights is particularly egregious in a subsidy program that is designed to touch and control almost every aspect of tenants’ financial lives, and where the majority of tenants are elderly or disabled.”

— Molly Rockett, *Private Property Managers, Unchecked: The Failures of Federal Compliance Oversight in Project-Based Section 8 Housing*, 134 Harv. L. Rev. 286, 287 (2021).

This analysis shows that privatized and automated property management systems have led to widespread billing errors, improper fees, and eviction threats—exactly as alleged here.

E. Prior Recurrence and Defendants’ Knowledge

In 2022, Defendants’ billing system generated the same type of erroneous charge to Plaintiff. At that time, after Plaintiff notified local management, the error was promptly corrected without penalty or adverse action. This prior occurrence is documented in Exhibit F and demonstrates Defendants have long been aware of this recurring system defect.

IV. FEDERAL CONTRACT REQUIREMENTS

The HUD Tenancy Addendum and HAP Contract require:

- “The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA.”
- “The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner.”
- “The owner must immediately return any excess rent payment to the tenant.”
(See Exhibit B.)

V. CAUSES OF ACTION

Count I: Breach of Federal Section 8 HAP Contract

Defendants billed Plaintiff for more than the required tenant portion, attempted unauthorized

withdrawals, and threatened eviction and negative credit actions in violation of the HUD contract.

Count II: Declaratory Judgment

Plaintiff seeks a declaration that:

- His rental obligation is limited to the tenant portion as determined by the HAP Contract and DCHA;
- Defendants cannot bill, collect, or threaten eviction beyond this amount.

Count III: Violations of Texas Property Code

Defendants failed to maintain accurate records, pursued improper eviction, and interfered with Plaintiff's right to quiet enjoyment.

Count IV: Unauthorized Electronic Funds Transfer

Defendants attempted to withdraw approximately \$1,250 from Plaintiff's account without authorization or legal basis.

Count V: Negligence in Contract Management

Defendants failed to correct known system defects, resulting in ongoing harm to Plaintiff and others.

Count VI: Impossible Performance/Contract Frustration

Defendants required Plaintiff to use a payment system that generates false charges, making compliance impossible.

VI. DAMAGES

Plaintiff has suffered:

- NSF Fees: \$150
- Time and effort to resolve violations: \$1,000
- Potential credit damage: \$1,500
- Stress/housing instability: \$1,000

Plaintiff seeks recovery of these damages and reasonable attorney's fees.

VII. REQUEST FOR RELIEF

Plaintiff respectfully requests the Court:

A. Temporary Restraining Order:

- Restrain Defendants from any eviction, collection, credit reporting, or billing actions based on disputed/unauthorized charges or payments above Plaintiff's required tenant portion.

B. Declaratory Judgment:

- Declare Plaintiff's obligation as \$329 per month (or as set by DCHA), and void any charges above this amount.

C. Permanent Injunction:

- Require Defendants to comply with HUD contract, provide clear and accurate billing, respond to agency inquiries, and offer a working payment method.

D. Compliance Monitoring:

- Impose monetary penalties for future violations, and allow lease termination without penalty if noncompliance continues.

E. Monetary Relief:

- Award damages, costs, and attorney's fees.

F. Other Relief:

- Grant such other and further relief as the Court deems just.
-

VIII. APPLICATION FOR TEMPORARY RESTRAINING ORDER

Immediate and irreparable injury will result if Defendants are not restrained, as Plaintiff faces potential loss of housing, financial harm, and ongoing violations of federal law.

No Bond Required: Given clear contract violations and government agency support, Plaintiff requests no bond be required.

Respectfully submitted,

Dated: July 11, 2025

/s/ Michael Stuart

Michael Stuart (Pro Se)

1800 Main Street, Apt 1554

Dallas, TX 75201

Phone: (361) 446-5392

Email: michaelalanstuart@hotmail.com

VERIFICATION

I, Michael A. Stuart, declare under penalty of perjury that the facts stated in this petition are true and correct, supported by documentation from Dallas County Housing Authority, the HUD HAP Contract and Addendum, bank records, and agency correspondence.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this petition will be served upon all parties in accordance with the Texas Rules of Civil Procedure.

/s/ Michael Stuart

Michael Stuart (Pro Se)

EXHIBITS

- Exhibit A: Email from Dallas County Housing Authority referencing Notice to Vacate
- Exhibit B: HUD Tenancy Addendum, HAP Contract, and 2025 Payment Amendment
- Exhibit C: Credit report summary illustrating payment history
- Exhibit D: Screenshot showing NSF fee/unauthorized withdrawal attempt
- Exhibit E: Receipts confirming payments May, June, July 2025
- Exhibit F: Documentation of 2022 billing error and correction
- Exhibit G: Excerpt from Harvard Law Review article

EXHIBIT A

Email from Dallas County Case Manager
to Property Leasing Manager

Concerning the lease renewal, payments,
and the “notice to vacate”

Dallas County Health and Human Services/Housing Division
Case Manager Kimmy Sudberry

Kimmy.Sudberry@dallascounty.org

2377 N. Stemmons Freeway Ste.700, LB-16
Dallas, TX. 75207

(214) 819-2824

From: [Kimmy Sudberry](#)
To: vasti.delagarza@bpapartments.com
Cc: michaelalanstuart@hotmail.com
Subject: RE: Lease Renewal for M. Stuart#1554
Date: Wednesday, June 25, 2025 4:33:01 PM
Importance: High

Good afternoon Ms. Garza,
Have you all updated and received payment from us and the client? Because we received a notice to vacate today and it shows you all cashed out check? Please let me know the status of Mr. Stuart Lease as well.

Thanks,

Kimmy Sudberry

Kimmy.Sudberry@dallascounty.org

Dallas County Health and Human Services/Housing Division

Case Manager

2377 N. Stemmons Freeway Ste.700, LB-16

Dallas, TX. 75207

☎(214) 819-2824

📠(214) 819-2828

We value your feedback. Please take a moment to complete this short survey by clicking the link
<https://forms.office.com/g/n1EC6VPvJi>



From: Kimmy Sudberry
Sent: Thursday, May 29, 2025 3:34 PM
To: vasti.delagarza@bpapartments.com
Cc: michaelalanstuart@hotmail.com
Subject: Lease Renewal for M. Stuart#1554

Good afternoon Ms. Garza,

I am the case mgr. for Mr. Stuart from Dallas County. He brought a lease up to our office but it's not the amount we have in our system. He then showed me the email from you and said you were working on it. Are you working on the lease that begins 6-1-2025. Could you please send me a copy of it ?

Thanks,

Kimmy Sudberry

✉ Kimmy.Sudberry@dallascounty.org

Dallas County Health and Human Services/Housing Division

Case Manager

2377 N. Stemmons Freeway Ste.700, LB-16

Dallas, TX. 75207

☎ (214) 819-2824

📠 (214) 819-2828



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EXHIBIT B

HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

HAP AMOUNTS AND HAP CONTRACT

Rent \$1645

Dallas County \$1316

Tenant Portion \$329

TENANCY ADDENDUM

Section 8 Tenant-Based Assistance

Housing Choice Voucher Program

(To be attached to Tenant Lease)

U.S. Department of Housing

and Urban Development

OMB Approval No. 2577-0169

Housing Assistance Payments Contract Amendment Notice
Section 8 Tenant-Based Assistance
Rental Voucher

Tenant ID VASH-011

The Housing Assistance Payments Contract (Contract) entered into between the Owner, Forest City Enterprises, L.p. and the PHA dated June 5, 2023 on behalf of the Tenant, Michael Stuart for the dwelling unit located at 1800 Main St. 1554 Dallas, TX 75201 is amended effective June 1, 2025 as follows:

Reason For Amendment: Annual Reexamination as provided for in the Contract:

MICHAEL STUART
1800 MAIN ST 1554
DALLAS TX 75201

Family Members

Michael Stuart



KIMMY SADBERRY

CASE MANAGER / HOUSING DIVISION
DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

2377 N. Stemmons Freeway
Suite 700, LB 16
Dallas, Texas 75207-2710

Office: 214-819-2824
Fax: 214-819-2828
Kimmy.Sadberry@dallascounty.org

Unit Size

1 Bedroom(s)

Adjustment in Payments

	From	To
PHA to Owner	\$1,312.00	\$1,316.00
Tenant to Owner	\$333.00	\$329.00
Total Contract Rent	\$1,645.00	\$1,645.00
Utility Reimbursement	\$0.00	\$0.00

This Amendment is presented to you in accordance with the terms and conditions of the Contract, and shall be attached and made part of the appropriate amended Contract. All other covenants, items, and conditions of the original Contract remain the same.

Signature X

Date X 3/11/25

Housing Agency

Dallas County Housing Agency

Print or Type Name of HA

Kimmy Sudberry #42

Signature

Kimmy Sudberry - VASH, VASH - Case Mgr

Date

6-11-2025

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
(To be attached to Tenant Lease)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

- (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. **Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
 - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
 - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

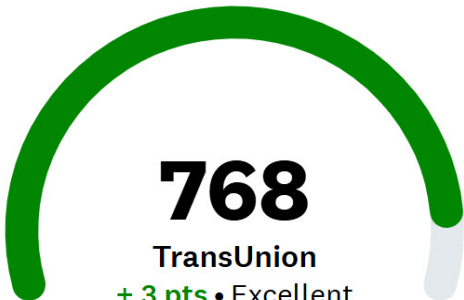
Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

EXHIBIT C

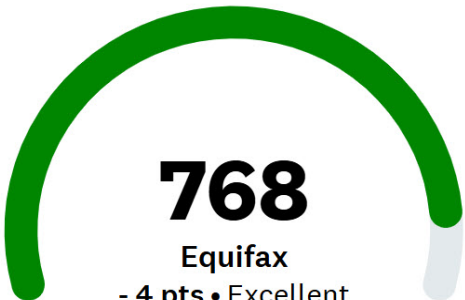
CREDIT SCORE
MICHAEL A STUART

Excellent Credit with Experian, Transunion, and Equifax

Today
07/12/2025



768
TransUnion
+ 3 pts • Excellent
Checked daily



768
Equifax
- 4 pts • Excellent
Checked daily

New Daily score checks from Equifax

EXHIBIT D

BILT PAYMENT SYSTEM

screenshot showing unexpected charges and fees

12:10



750 pts • Blue

Member since '22

Pay rent

Rent Day® Rewards



Earn points on
Rent payments

The Element, E-1554

\$988.38

Balance due

[View Charges >](#)



Charges



As of 07/08/25 12:09 AM



07/08/20Late Charge \$33.30
25

07/08/20Rent \$333.00
25

07/08/20RENTAL FEE \$322.08

07/08/20 NSF Check		\$50.00
25 Fee		

07/08/20 Rent		\$333.00
25		

07/08/20 Rent		\$239.08
25		



EXHIBIT E

TENNANT PAYMENTS

MAY, JUNE, JULY 2025

Autopayment was on prior to June 2025

Lease renewal completed on 06/19/2025

Disputed charge attempt was made June 1st for \$850

End of lease 2024 May (Auto)	Yearly billing error June 2025	Payment Guess July
\$239.08 BILT PAYMENT-BILTRENT-88311c53220647c Type Bank transfer in Status Posted Transfer date May 5, 2025 \$239.08 BILT PAYMENT-BILTRENT-df7caf35775e43e Type Bank transfer in Status Posted Transfer date May 2, 2025	\$337.45 BPS*BILT REWARDS C Type Purchase Location 8448222458, NY Date June 3, 2025 Status Posted \$64.94 BILT PAYMENT-BILTRENT-66b764f38655c4f1 Type Bank transfer in Status Posted Transfer date July 3, 2025	\$434.07 BILT PAYMENT-BILTRENT-5b955bb765a7451 Type Bank transfer in Status Posted Transfer date July 2, 2025

EXHIBIT F

LEASE RENEWAL BILLING ISSUE IN 2022

A June overcharge has been a repeated issue with every lease renewal since 2020; corrected the following month by local management except 2025.

**INCORRECT
CHARGE**
does not reflect
Dallas County
Contribution

Account History

Date:	Description:	Activity:	Balance:
6/1/2022	Rent	\$1,564.00	\$1,723.97
6/1/2022	Unassigned 101	\$100.00	\$159.97
6/1/2022	Pest Control	\$5.00	\$59.97
6/1/2022	Trash Collection Fee	\$10.00	\$54.97
6/1/2022	Water for 3/9/2022 - 4/8/2022	\$15.01	\$44.97
6/1/2022	HVAC/Electric for 3/19/2022 - 4/20/2022	\$9.96	\$29.96
6/1/2022	BillingFee for 3/15/2022 - 4/20/2022	\$4.35	\$20.00
6/1/2022	HVAC/GAS for 3/15/2022 - 4/13/2022	\$0.88	\$15.65
6/1/2022	HVAC/Electric for 2/17/2022 - 3/19/2022	(\$0.23)	\$14.77
6/1/2022	Insurance Program (06/2022) 6/1/2022	\$15.00	\$15.00
5/1/2022	Rent	\$267.00	\$0.00
5/1/2022	Unassigned 101	\$100.00	(\$267.00)
5/1/2022	Pest Control	\$5.00	(\$367.00)
5/1/2022	Trash Collection Fee	\$10.00	(\$372.00)
5/1/2022	Water for 2/9/2022 - 3/9/2022	\$17.57	(\$382.00)
5/1/2022	HVAC/GAS for 2/14/2022 - 3/15/2022	\$9.05	(\$399.57)
5/1/2022	HVAC/Electric for 2/17/2022 - 3/19/2022	\$7.21	(\$408.62)
5/1/2022	BillingFee for 2/14/2022 - 3/19/2022	\$4.58	(\$415.83)

**INVALID
CHARGE**
I have renters
insurance
(same policy
for 2+ years)

**CORRECT
CHARGE**

EXHIBIT G

HARVARD LAW REVIEW

PRIVATE PROPERTY MANAGERS, UNCHECKED: THE
FAILURES OF FEDERAL COMPLIANCE OVERSIGHT
IN PROJECT-BASED SECTION 8 HOUSING

PRIVATE PROPERTY MANAGERS, UNCHECKED: THE FAILURES OF FEDERAL COMPLIANCE OVERSIGHT IN PROJECT-BASED SECTION 8 HOUSING

*Molly Rockett**

Federally subsidized housing should be the foundation upon which much of our social safety net is built. It is supposed to be a core component of our public response to the intertwined crises of poverty and homelessness, funded by taxpayer dollars and executed by our public servants in the Department of Housing and Urban Development (HUD), as well as by state and local officials. Yet, in so many ways, this vision is a complete falsehood. In practice, our federally subsidized housing system is impossibly pockmarked and flawed. Affordable housing programs, built on public funds, too often abuse and humiliate tenants rather than protect and provide for them. Chronic underfunding and a neoliberal obsession with oversurveillance and overpolicing tenants are toxic twin undercurrents in most of our federally subsidized programs. Decades of disinvestment coupled with punishing statutory schemes squeeze every drop of discretionary income out of tenants and create a shared experience of suffering by tenants across each of the many federally subsidized housing programs. As a result, most tenants receiving the benefit of federal subsidized housing are the victims of financial insecurity, privacy violations, poor living conditions, and an ever-present threat of eviction.

In Project-Based Section 8 housing,¹ one of the main structural breakdowns affecting the everyday lives of tenants is the lack of a functioning accountability and oversight system for the private property managers who carry out the housing program. These property managers have deep access to tenants' private information and the power to make decisions of enormous consequence. HUD was originally respon-

sible for monitoring property managers' behavior and ensuring regulatory compliance to protect tenants from abuse.² However, HUD has contracted out that responsibility to public housing agencies (PHAs), many of whom have then further contracted it out to private service providers (PSPs). This system has proved wholly ineffective at actually policing property manager noncompliance. As a result, property manager abuse is endemic in Project-Based Section 8 housing. Tenants suffer the consequences in myriad ways, from overpaying hundreds of dollars of rent to facing improper evictions.³ This failure to enforce tenants' rights is particularly egregious in a subsidy program that is designed to touch and control almost every aspect of tenants' financial lives, and where the majority of tenants are elderly or disabled.⁴

This Note first provides an overview of the history and creation of the Project-Based Section 8 housing system. It then describes how the neoliberal framework and reliance on private actors in Project-Based Section 8 housing leaves tenants especially vulnerable to abuse by property managers. This Note then describes the entrenched property manager noncompliance in these federally subsidized buildings and discusses the many ways in which HUD's dual-delegation system fails to deliver compliance oversight. Finally, submitting that the dual-delegation system is so flawed as to be unfixable, this Note proposes that, in order to

tem is so flawed as to be unusable, this note proposes that, in order to effectively police Property Management practices, HUD should stop delegating these functions and revert all oversight and enforcement duties back to itself.

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 103103373

Filing Code Description: Original Petition

Filing Description: Original Petition???Declaratory and Injunctive Relief re:
Section 8 Lease Dispute

Status as of 7/14/2025 3:38 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Michael AStuart		michaelalanstuart@hotmail.com	7/14/2025 3:02:22 PM	SENT