Stuart v. Brookfield Properties

A Case of Documented Retaliation and Fraud in HUD Housing

The Plaintiff: A Decorated Veteran with a Perfect Record

Michael Stuart

A disabled U.S. Air Force veteran and participant in the HUD-VASH program.

Ideal Tenant

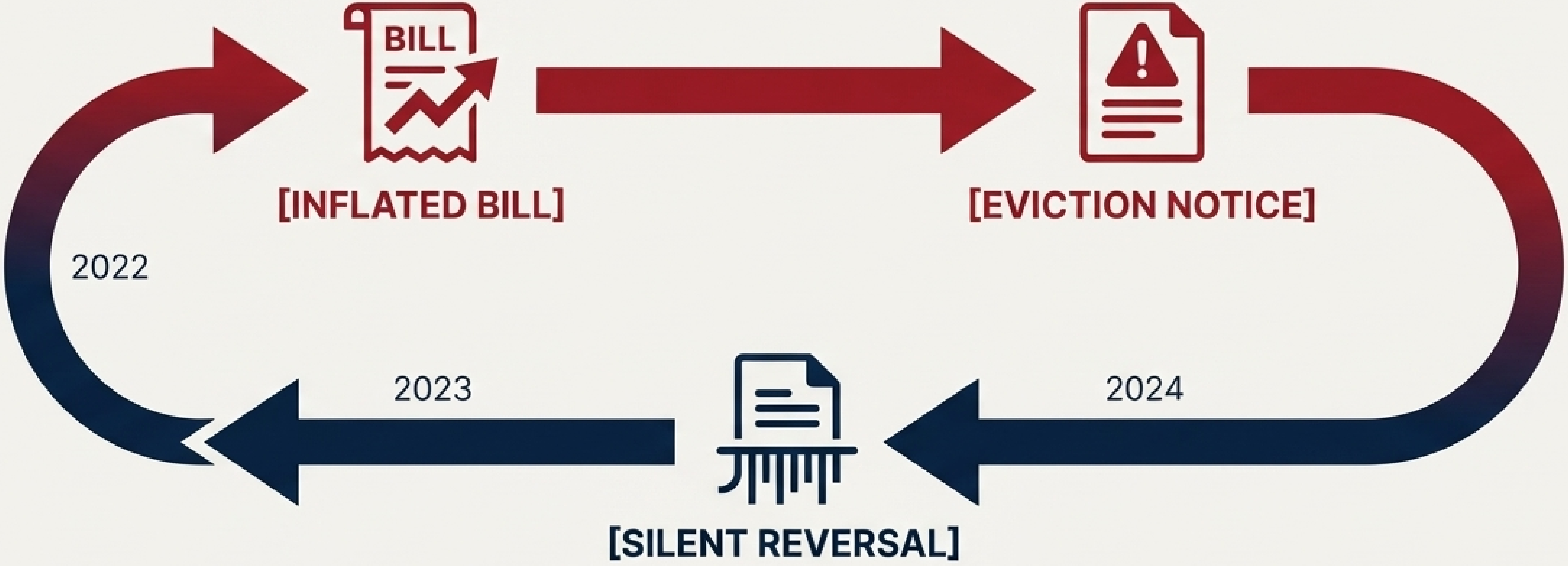
Long-term resident at 'The Element' (a Brookfield property) since 2020.

Pristine Financial Standing

Maintained a perfect payment history and excellent credit (760+).

The Conflict: A Multi-Year Pattern of Abuse

This is not about a single billing error. Brookfield Properties engaged in a documented, multi-year pattern of:



Each cycle destroyed the tenant's quiet enjoyment and created fear of eviction, violating the HAP contract.

The Baseline: A Verified $0.00 Balance

In June 2025, upon signing a lease renewal, the situation was clear:

The Assistant General Manager, Vasti De La Garza, personally reviewed the account.

She confirmed a **$0.00 balance** and that the **account was in "good standing."**

This statement was later made **under oath in sworn testimony.**

The Trigger: Reporting a Pattern of Illegal Overcharges

July 2025

He formally reports the recurring overcharges to the Dallas Housing Authority (PHA).

He files a civil lawsuit (Case DC-25-10952) seeking damages for the ongoing abuse.

The Retaliation: A Debt Manufactured from Thin Air

10 days after Mr. Stuart filed his lawsuit, Brookfield altered its own records.

A valid, six-month-old credit was erased and replaced with a fabricated, retroactive debt.

The Proof: The 'Manual Reversal' Audit Log

BILT payment system audit logs provide irrefutable evidence of intent.

```
TXN_ID: 8F3C2B | DATE: 2025-07-23 | USER: system_auto | ACTION: Payment Processed

TXN_ID: 1D4E5F | DATE: 2025-07-23 | USER: system_auto | ACTION: Payment Processed

TXN_ID: 9A4B1C | DATE: 2025-07-24 | USER: mgr_admin | ACTION: Credit Manually Reversed

TXN_ID: 2G5H6I | DATE: 2025-07-24 | USER: system_auto | ACTION: Account Status Update
```

- The logs show a specific transaction on July 24, 2025.
- The entry explicitly states: **"Credit Manually Reversed."**

- This was **not an automated correction** or a system error. **It was a deliberate, manual action taken *after* Brookfield was sued.**

The Credibility Gap: Brookfield's Story vs. The Facts

Brookfield's Claim: "An Honest Mistake"

- An "audit" conveniently found a six-month-old debt.
- A system error "misapplied" a payment.
- The tenant was on a "month-to-month" lease.

The Documented Facts

- A manager swore under oath the account was in "**good standing**" right before the "audit."
- The "audit" occurred **10 days after** they were sued.
- Audit logs show a **"Manual Reversal,"** not a system error.
- The lease is governed by a **federal HAP contract**, not simple month-to-month rules.

The Expert Witness: Corroboration from a Texas Broker

Expert: Alice Donahue, Texas Real Estate Broker (License # 0432285)

> 'The July 24 ledger is not valid under standard real estate accounting practices.'

- You cannot retroactively remove credits and create debt after a lease term has closed.
- By trying to convert a missing Housing Authority payment into tenant debt, the landlord is attempting to collect more than the tenant's portion of rent," which is prohibited by the HUD Tenancy Addendum.

Alice Donahue

Clear Liability: A Foundation of Strong Legal Claims

Landlord Retaliation (Texas Property Code § 92.331)

The strongest claim. Adverse action (fabricating debt) taken immediately after protected activity (filing suit, reporting to PHA).

Breach of Contract (HAP & Lease Agreement)

Violating federal HUD rules by attempting to collect more than the tenant's fixed portion. The campaign of harassment violates the covenant of quiet enjoyment.

Deceptive Trade Practices Act (DTPA)

Creating confusing and inaccurate ledgers to represent that a debt is owed when it is not.

Fraud

The ledger is an intentionally misleading financial document, with omissions and backdated fees designed to create a false narrative.

Significant Damages: A Quantified Model

This case justifies stacked damages due to a multi-year pattern compounded by retaliation.

Damage Category	Conservative	Reasonable/Likely
Loss of Quiet Enjoyment	$15,000	$30,000 - $45,000
Statutory / Retaliation	$5,000	$10,000 - $15,000
Retaliation & Fraud (Post-Filing)	$7,500	$15,000 - $20,000
Punitive / Exemplary	$25,000	$50,000 - $75,000
Other (Economic, Distress, etc.)	$~30,000	$~50,000

Reasonable Settlement Value:
$120,000 – $165,000

Aggressive Trial Exposure:
$200,000+

The Path to Victory: The Roadblock and The Solution

Current Status

Case handled Pro Se to date.
Trial Date is Set: April 27, 2026.

The Roadblock

A prior Summary Judgment motion was denied.

Reason: The key evidence—the BILT audit logs proving the “Manual Reversal”—was objected to as “hearsay.”

The Solution

Cure the evidentiary issue through formal discovery.

This is a procedural step, not a flaw in the evidence itself.

Your Role: Taking This Case Across the Finish Line

Seeking representation to execute the final, critical steps.

1.

Subpoena the Records: Serve Business Records Affidavits on BILT and Brookfield to authenticate the audit logs and versions, curing the hearsay objection permanently.

2.

Depose the Manager: Cross-examine Vasti De La Garza on the contradiction between her her sworn testimony (“good standing”) and the ledger fabricated 10 days later.

3.

Secure the Win: Proceed to trial or force a significant settlement based on the defendant's clear exposure for fraud, retaliation, and punitive damages.

An Ironclad Case Built on Their Own Admissions

From Defendant's Own Court Filings:

- **They Admit the Credit Existed**
  'Brookfield's records show a posted credit that was later removed.'
  Brookfield authored and circulated competing ledger versions.
- **They Admit to System Errors**
  'These recalculations appear to stem from Brookfield's own system error...'
  Their admission confirms the plaintiff was never in default.
- **They Admit to Multiple Ledgers**
  'Brookfield authored and circulated competing ledger versions.'
  This directly contradicts their sworn testimony.

Their best defense is an 'honest mistake,' but that defense confirms there was no tenant default, making their eviction threats and retroactive debt fabrication legally indefensible.