

CAUSE NO. DC-25-10952

IN THE 101ST DISTRICT COURT

DALLAS COUNTY, TEXAS

MICHAEL A. STUART, §

Plaintiff, §

§

v. §

§

BROOKFIELD PROPERTIES, et al., §

Defendants. §

PLAINTIFF’S VERIFIED MOTION FOR CONTINUANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Michael A. Stuart, Plaintiff, proceeding *pro se*, and files this Verified Motion for Continuance pursuant to Texas Rules of Civil Procedure 251 and 252. Plaintiff requests that the non-jury trial currently set for **April 27, 2026**, be continued to **October 2026** (or the first available date thereafter). In support, Plaintiff shows the following:

I. SUMMARY OF ARGUMENT

A continuance is required because Plaintiff has been constructively evicted and is currently in temporary housing with legal files in storage. Furthermore, Defendants’ automated billing system continues to generate fraudulent charges in violation of the HAP Contract and this Court’s prior directives. On January 17, 2026—weeks after Defendants’ counsel confirmed the lease termination date—Defendants generated a bill for **\$6,266.38**, unlawfully charging "holdover" penalties and seeking to collect federal housing subsidies directly from the tenant. Plaintiff requires time to stabilize housing, secure third-party discovery to audit these new fraudulent charges, and calculate final damages.

II. GOOD CAUSE FOR CONTINUANCE

A. Material Change in Circumstances (Constructive Eviction & Displacement)

1. On **January 31, 2026**, Plaintiff surrendered possession of the premises at 1800 Main Street. This move was forced by Defendants' billing fraud and breach of the HAP Contract, constituting Constructive Eviction.
2. Defendants' counsel acknowledged the lease termination date of January 31, 2026, in writing (**See Exhibit A**).
3. Plaintiff is currently in **temporary housing** and is in the process of porting his Section 8 voucher to the Fort Worth Housing Authority to mitigate damages. Plaintiff's legal files are currently in a storage facility.
4. It is impossible for Plaintiff to effectively prepare for trial or compel discovery while displaced and lacking access to his records.

B. New Evidence of Fraud: "Holdover" Penalties Charged After Lease Termination

5. Despite the agreed termination, Defendants' system generated a new bill on January 17, 2026, charging Plaintiff **3,290.00** for February rent. This is exactly **200%** of the Plaintiff's contract rent (\$1,645.00). This confirms Defendants' system auto-flagged Plaintiff as a "Holdover" tenant, ignoring the legal agreement to vacate and the counsel's email confirming surrender. * **Illegal HAP Billing:** The bill lists charges allocated to the Housing Authority ("Voucher") as a charge to the *tenant*. This attempts to collect the government's share from the tenant, a direct violation of **HAP Contract Section 5(d)**. 7. This new evidence confirms that Defendants' ledger is not a business record, but an automated tool of harassment that ignores Defendants' own legal counsel. Plaintiff requires a continuance to submit this new evidence to a forensic accountant.

C. Need for Third-Party Discovery 8. Defendants have refused to produce the native audit logs for their billing system. Because Defendants continue to object to Plaintiff's evidence as "unauthenticated," Plaintiff must issue third-party **Subpoenas Duces Tecum** to BILT Technologies, Inc. to obtain certified records. Plaintiff cannot manage this process until his housing is stabilized.

D. Medical Necessity 9. Plaintiff is a disabled veteran (80% service-connected) recovering from major surgery. The physical and mental strain of an emergency forced relocation has exacerbated Plaintiff's condition. A continuance is a necessary accommodation.

III. PRAYER

WHEREFORE, Plaintiff respectfully requests that the Court GRANT this Motion for Continuance, remove the case from the April 27, 2026 trial docket, and reset the trial for **October 2026**.

Respectfully submitted,

Michael A. Stuart Plaintiff, Pro Se 3672 Encanto Dr Fort Worth, Texas 76109 (361) 446-5392 michaelalanstuart@hotmail.com

LIST OF EXHIBITS

- **Exhibit A:** Email from Defense Counsel Marlene Thomson (Dec 29, 2025) confirming the lease termination date of January 31, 2026.
- **Exhibit B:** Conservice Billing Statement dated January 17, 2026, showing a new charge of \$6,266.38 generated after the lease termination agreement.

VERIFICATION

DECLARATION UNDER PENALTY OF PERJURY

"My name is Michael A. Stuart, my date of birth is Jan 13, 1959, and my current address is 3672 Encanto Dr, Fort Worth, TX 76109.

I declare under penalty of perjury that the foregoing is true and correct. Specifically, the facts stated regarding my displacement, the current location of my legal files in storage, the lack of discovery production by Defendant, and the receipt of the fraudulent February 2026 billing statement are within my personal knowledge and are true and correct.

Executed in Tarrant County, State of Texas, on the 25th day of February, 2026."

Respectfully submitted,

/s/ Michael A. Stuart

Michael A. Stuart

Plaintiff, Pro Se

3672 Encanto Dr

Fort Worth, Texas 76109

Phone: (361) 446-5392

Email: michaelalanstuart@hotmail.com

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this Notice was served on all counsel of record via the Texas e-filing system on this date.

/s/ Michael A. Stuart

Michael A. Stuart

Exhibit A: Email from Defense Counsel Marlene Thomson (Dec 29, 2025) confirming the lease termination date of January 31, 2026.

From: Marlene Thomson <mthomson@mssattorneys.com>
Sent: Monday, December 29, 2025 9:44 AM
To: 'Michael Stuart'
Subject: Michael Stuart 1525-75000

Mr. Stuart,

Vasti De La Garza forwarded your Notice of Intent to Vacate. Please note that it has been received and my client will list January 31, 2026 as the date on which you will surrender possession. As we have stated previously, your lease term expired quite some time ago and has been extended on a month to month basis ever since. Consequently, the written notice that you have provided is all that is necessary to terminate the monthly extensions.

Regarding your claim of constructive eviction, the Property denies that you have been constructively evicted.

Marlene D. Thomson

MATTHEWS, SHIELS, KNOTT, EDEN, DAVIS & BEANLAND, L.L.P.
8131 LBJ Freeway, Suite 700
Dallas, TX 75251
(972)234-4809 Direct Dial
(972)234-1750 fax
mthomson@mssattorneys.com
www.mssattorneys.com

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may be an attorney-client communication and/or work product and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

Exhibit B: Conservice Billing Statement dated January 17, 2026, showing a new charge of \$6,266.38 generated after the lease termination agreement.



Balance Inquiries & Payment Options
 ☎ Leasing Office: 1-214-752-1144

Customer Service
 🗨 Chat Us: www.utilitiesinfo.com
 ☎ Toll Free: 1-866-947-7379

Service Problems with Utilities
 ☎ Leasing Office: 1-214-752-1144

Utility Statement for The Element

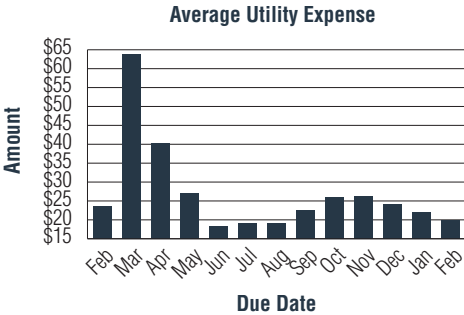
Account #:	34328305
Account Name:	Michael Stuart
Due Date:	02/01/2026
Statement Date:	01/17/2026
Total Charges:	\$6266.38
Service Address:	1800 Main St # 1554 Dallas, TX 75201
Web Pin:	04340930

CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Pest Control	02/01/2026 - 02/28/2026	\$5.00
Rent	02/01/2026 - 02/28/2026	\$662.00
Voucher	02/01/2026 - 02/28/2026	\$2,628.00
Rent and Leasing Charges Due 02/01/2026		\$3,295.00

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
HVAC	11/18/2025 - 12/12/2025	\$14.51
HVAC IV	11/13/2025 - 12/11/2025	\$2.49
Rent Service Fee	02/01/2026 - 02/28/2026	\$3.00
Current Utility Charges due the later of 16 days after the statement date listed above or 02/01/2026		\$20.00
Total Current Charges		\$3,315.00
Prior Balance as of 01/16/2026		\$2,951.38
Grand Total Due		\$6,266.38



Washing dark clothes in cold water saves both on water and energy while it helps your clothes keep their color.

Conservice offers E-Statements! Log onto our website or call 1-866-947-7379 for more info!

Please see reverse for charge explanations and messages



PO BOX 4717 LOGAN, UT 84323-4717
el134

Account # 34328305 **The Element**
 Amount Due **\$6266.38**
 Due Date **02/01/2026**

*Balances are uploaded from your property management. Balances are current as of the date indicated in the prior balance section. If you have made payments since this date, please check with the leasing office for your updated balance.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your community's leasing office that are not listed on this bill. For final amounts due, please check with the office.

Your payment should be made out to:
The Element
 1800 Main St
 Dallas TX 75201

MICHAEL STUART
 1800 MAIN ST # 1554
 DALLAS, TX 75201

Service Type	Description
HVAC	Electric HVAC service is provided by Gexa Energy 692099. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a formula based on the unit's square footage.
HVAC IV	Gas HVAC service is provided by Atmos Energy. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a formula based on the unit's square footage.
Rent Service Fee	Rent billing service fee.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.

This bill is not from your local utility provider or from any other provider. Vacant charges are prorated from your move-in date.

Message Center

Shave Your Costs

Don't let water run while shaving or washing your face. Brush your teeth first while waiting for water to get hot, then wash or shave after filling the basin.