



Filing Receipt

Filing Date - 2023-12-11 01:17:21 AM

Control Number - 55635

Item Number - 10

PUBLIC UTILITY COMMISSION

STATE OF TEXAS

ERIC L ELLIS,

COMPLAINANT,

VS.

WESTLAKE GARDEN

APARTMENTS

Case No.:

DOCKET NO. 55635

I. STATEMENT OF POSITION

In Ellis's Complaint it is stated "Westlake Gardens Apartments violated rule § RULE §24.283 of the Texas Administration Code by failing to render allocated bills in accordance with Texas Law.

Rule §24.283 (h) required for the due date of the complainant's bills to be "no less than 16 days after it is mailed or hand delivered to the

tenant". The rule further states "A payment is delinquent if not received by the due date." There were additional fees applied for delinquency. These fees begin at 5%. According to Ellis's "water bills", there were 5% late fees applied every month after due date. The due dates are the first of every month.

**** 5% LATE FEE AFTER DUE DATE: 09/01/2023 ****

There is simply not enough time between the read end date and the due date of Ellis's utilities bill for the billing to be in accordance with Texas Water Code.

BEG READ	END READ
6/20/2023	7/20/2023

Westlake Gardens Apartments violated this rule by promulgating a due date of less than 16 days after it is mailed or hand delivered.

Additionally, Westlake Gardens Apartments maliciously included an unlawful provision in tenant Eric Ellis's leases. The special provision states "any monies paid will be applied to utilities first then rent."

2 per unit. Trash charge of 9.00 is
separate from rent. Any monies paid will
be applied to utilities first then rent.

The Complaint also states: “This action is a direct violation of RULE §24.283 (j) where the law states: “Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.””

Pursuant to this illegal provision in the Complainant’s lease, Westlake Gardens Apartments as an allocated service provider overcharged Ellis for Utilities. Since “all monies” were applied to utilities first in violation of Texas law, the Complainant’s rent was never legally paid. As a result, all the payments made by the Complainant were applied to Utilities. There is no distinction between nonpayment and illegal payment. Due to this unlawful special provision in the lease clearly designated by Westlake Gardens Apartments, the allocated service provider imposed additional charges on Complainant Eric Ellis in excess of the actual charges imposed on the owner for utility consumption by the apartment house. These allegations are also violations to RULE §24.279 of the Texas Administrative Code.

Complainant affirms his initial finding that Westlake Gardens Apartments, as an allocated service provider, are unlawfully billing tenants (including Eric Ellis) for utility charges separate from the rent. While the review of the total bill is done as a matter of course, the results of the review still will not justify the unlawful allocation performed by Westlake Gardens Apartments.

II. CONCLUSION

For the reasons discussed above, Complainant respectfully requests the entry of an Order judicially noticing the key facts acknowledged in this statement of position.

Respectfully Submitted,

/s/ Eric L Ellis

EricLamarEllis@gmail.com

12/11/23