



## **Filing Receipt**

**Filing Date - 2023-12-14 01:28:13 AM**

**Control Number - 55635**

**Item Number - 12**

**PUBLIC UTILITY COMMISSION**

**STATE OF TEXAS**

**ERIC L ELLIS,**  
  
COMPLAINANT,  
  
vs.  
  
**WESTLAKE GARDEN**  
  
**APARTMENTS**

Case No.:

DOCKET NO. 55635

**I. SUPPLEMENTAL STATEMENT OF POSITION**

Pursuant to the unlawful provision in the lease between Complainant Ellis and Westlake Gardens Apartments, "any monies" paid by Complainant were applied to utilities-first, then-rent in violation of RULE §24.283 (j) of the clearly established Texas Administrative Code. Due to the violation of duly enacted regulations, the intentional inclusion of this illegal clause caused the two leases between Ellis and Westlake Gardens Apartments to

be void. Since the leases were invalid and legally unenforceable, "any monies" paid by the Complainant Eric Ellis were applied to utilities and resulted in utility overage charges. It is not possible to sever the unlawful "utilities first" provision from the remainder of the contract, due to the unlawful provision directly affecting "any monies" paid by the complainant. Specifically, the complainant's rent.

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

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## II. CONCLUSION

The devious inclusion of the "utilities first" provision in the contract between the parties violated the clearly established rules of the Texas administrative code. The leases were intentionally drafted with "utilities-first" provisions (clearly designated by Westlake Gardens Apartments) for the enrichment of Westlake Gardens Apartments as an allocated service provider. As such, the contracts between the parties are void and unenforceable. The Complainant is entitled to a refund of all his "monies". The Complainant respectfully requests the court orders a refund of all the

payments the made by the Complainant for rent and utilities. Further, since the monies paid by the complainant are essentially overage charges for utilities, the Complainant respectfully requests the court to consider including overbilling interest.

Respectfully Submitted,

*/s/ Eric L Ellis*

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12/14/2023