

NO. JP-03-25-RR00000029

KATHRYN COPELAND

§
§
§
§
§
§
§

IN THE JUSTICE COURT

V.

PRECINCT 3

**WMCi X, LLC (AKA
WEINSTEIN PROPERTIES DBA
THE BOWERY AT SOUTHSIDE)**

TARRANT COUNTY, TEXAS

Plaintiff's Response to Defendant's Answer, Motion to Dismiss, and Counterclaim

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff files this Reply to Defendant's Answer, Motion to Dismiss, and Counterclaim and would respectfully show the Court as follows:

I. JP COURT JURISDICTION AND SCOPE

This is only a Texas Property Code Repair & Remedy case.

Justice Court jurisdiction is limited to:

- Whether conditions materially affecting health or safety existed;
- Whether proper notice was given;
- Whether Defendant failed to make diligent efforts to repair the conditions; and
- Whether Plaintiff is entitled to statutory repair orders, rent reduction, or statutory damages.

To the extent Defendant attempts to insert unrelated issues, the Court should disregard them.

II. STANDING IS PROPER

Defendant argues Plaintiff lacks standing because her lease ended on October 26, 2025. This argument misstates the legal standard. Under Texas law, a tenant's standing in a Repair &

Remedy case does **not** depend on whether the tenant still occupies the premises at the time of filing. It depends on **when the statutory right accrued**.

A. Chapter 92 Rights Accrue During the Tenancy Upon Notice and Failure to Repair

Under Texas Property Code §§ 92.056 and 92.0563, a tenant's cause of action arises when:

1. The tenant provides written notice of a condition materially affecting physical health or safety, and
2. The landlord fails to make a diligent effort to repair within a reasonable time.

Plaintiff gave written notice on **October 7, 2024, March 5, 2025** and again on **June 27, 2025**, and Defendant did not complete repairs within the statutory time period. **The Repair & Remedy cause of action therefore accrued while Plaintiff was still a tenant.**

B. Lease Expiration Does Not Extinguish an Accrued Statutory Right

Nothing in Chapter 92 requires the tenant to maintain an active lease or remain physically in the dwelling at the time of filing. The statute requires only:

- Written notice,
- A reasonable time to repair, and
- A failure to repair during the period in which the tenant was obligated under the lease.

These statutory requirements were met before the lease ended. Once the right accrues, it is enforceable regardless of later lease expiration.

III. CONDITIONS WERE UNDISPUTEDLY DANGEROUS

Defendant's *own* attached evidence confirms:

1. Extensive indoor mold growth, including in HVAC components and walls;
2. Multiple remediation protocols;
3. Containment structures placed in the unit;
4. TDLR-licensed remediation approved but never completed.

This directly satisfies Tex. Prop. Code §§ 92.052, 92.056:

- A condition materially affects health or safety when it exposes a tenant to mold growth, water intrusion, or HVAC contamination.

The landlord's repeated need to:

- Hire mold assessors,
- Create multiple revised protocols,
- Install containment,
- Seek TDLR approval,

proves the seriousness of the hazard.

IV. DEFENDANT'S REQUEST FOR SANCTIONS IS BASELESS

Sanctions require:

- Bad faith,
- Frivolous pleadings, or
- Intent to harass.

Here:

- Plaintiff filed a statutorily authorized Repair & Remedy case;
- Plaintiff gave written notice and waited more than the required time;
- Conditions were so severe that Defendant's *own assessor* deemed everything in the unit contaminated.

Bringing a Repair & Remedy suit over an acknowledged environmental hazard is not frivolous.

V. DEFENDANT'S COUNTERCLAIM MUST BE DISMISSED

Defendant's counterclaim is improper because:

1. Counterclaims are extremely limited in JP Repair & Remedy actions.
The statute only authorizes *tenant-initiated requests* for specific remedies.

2. Texas Property Code § 92.004 applies only when a tenant brings a rent-related bad-faith action.
Plaintiff has not brought a bad-faith action.
Plaintiff brought a statutory repair petition.
3. Counterclaims for rent, offset, attorneys' fees, and sanctions are outside the jurisdiction of this Repair & Remedy proceeding.

Accordingly, Defendant's counterclaim should be dismissed.

VI. PRAYER

Plaintiff respectfully asks this Court to:

1. Deny Defendant's Motion to Dismiss and Motion for Sanctions;
2. Strike or dismiss all counterclaims as jurisdictionally improper;
3. Proceed to the statutory hearing under Texas Property Code § 92.0563;
4. Enter orders consistent with the statute, including (as applicable):
 - Repair orders,
 - Rent reduction or abatement,
 - Statutory damages,
 - Attorney fees.

Plaintiff prays for all other relief to which she is entitled.

Respectfully submitted,
/s/ John Allen Douglas
JOHN ALLEN DOUGLAS
State Bar No. 24028865
6628 Briar Ridge Lane
Plano, Texas 75024
Tel: (945) 544-8650
John@JADouglasLaw.com

COUNSEL FOR PLAINTIFF,
KATHRYN COPELAND

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was served on counsel of record this December 7, 2025 in accordance with the Texas Rules of Civil Procedure.

Via Electronic Service

Glynis Zavarelli
gzavarelli@wandzlaw.com

Michelle Sortor
msortor@wandzlaw.com

/s/ John Allen Douglas
JOHN ALLEN DOUGLAS

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.

John Douglas

Bar No. 24028865

john@jadouglaslaw.com

Envelope ID: 108810759

Filing Code Description: Motion Filed

Filing Description: Motion for ADA Accommodations for Hearing

Status as of 12/8/2025 8:04 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Glynis Zavarelli	788743	gzavarelli@wandzlaw.com	12/7/2025 11:28:57 PM	SENT
Michelle Sortor		msortor@wandzlaw.com	12/7/2025 11:28:57 PM	SENT
Courtney Cotten		ccotten@wandzlaw.com	12/7/2025 11:28:57 PM	SENT
Rebecca Young		ryoung@wandzlaw.com	12/7/2025 11:28:57 PM	SENT
Krystina Hickey		khickey@wandzlaw.com	12/7/2025 11:28:57 PM	SENT
Aayush Dhurka		adhurka@wandzlaw.com	12/7/2025 11:28:57 PM	SENT
Lile Benaicha		lbenaicha@weinsteinproperties.com	12/7/2025 11:28:57 PM	SENT
Kodi Walker		kowalker@weinsteinproperties.com	12/7/2025 11:28:57 PM	SENT
Amye Brochstein		Amye.Brochstein@phly.com	12/7/2025 11:28:57 PM	SENT
John Douglas		john@jadouglaslaw.com	12/7/2025 11:28:57 PM	SENT