

MEDIATION BRIEF

In re: Nelson/Abel v. Christopher Connor and Sherry Connor

Property Address: 1109 Eagle Claw Dr, Haslet, TX

Mediation Date: [Date]

Executive Summary

Based on the evidence and timeline from March through May 2024, Defendants Christopher Connor and Sherry Connor have a strong defense against the landlord's claims. Multiple inconsistencies in documentation, pre-existing property conditions, and proper move-out procedures support our position that the plaintiff's claims are unsubstantiated.

Critically, the Landlord's own agent has provided written acknowledgment that the lease documentation was confusing (necessitating a clarifying phone call) and has admitted that she had advised the landlord to replace the carpet, confirming the pre-existing condition. These admissions, combined with the multiple conflicting lease drafts, documented move-out compliance, and inconsistent recordkeeping, legally support the defense that no valid lease was in effect on May 1, 2024.

INTRODUCTION

This mediation brief is submitted on behalf of Defendants Christopher Connor and Sherry Connor (collectively "Tenants"). The Tenants occupied the subject property from January 2020 until May 2024, when they properly vacated the premises in accordance with all legal requirements. This brief addresses the claims made by Plaintiff Stephanie Nelson/Abel ("Landlord") and demonstrates, through documentary evidence, that the Landlord's claims are legally and factually unsupported.

FACTUAL BACKGROUND

From 2020 to 2024, the parties maintained a landlord-tenant relationship that was marred by the Landlord's inconsistent documentation, confusing lease arrangements, and attempts to impose terms after the fact. The following timeline establishes key events:

2020: Initial Lease and Move-In

- In January 2020, Christopher Connor and Sherry Connor signed a lease for 1109 Eagle Claw Dr in Haslet, TX with landlord Stephanie Nelson.
- The tenants had emotional support animals (ESAs) and provided proper documentation, which exempted them from pet fees.
- A special ESA lease amendment was signed on January 12-14, 2020.
- Witness statements document that the carpets had pre-existing stains and damage upon move-in.
- Property listing photos from 2019 (used for advertising) show the carpets in better condition than what tenants found upon move-in.

Landlord Name Inconsistency (Throughout Tenancy)

- The landlord alternated between using the names "Stephanie Nelson" and "Stephanie Abel" on documents.
- A chart shows this pattern of name switching between April 2020 and June 2021.

2022: Handwritten Lease Period

- For the 2022-2023 lease period, the landlord provided a handwritten lease instead of a typed/digital version.
- This handwritten lease included a double deposit requirement.
- No electronic copy was provided to tenants.
- Evidence suggests possible landlord impairment issues during this period.

2023: Multiple Lease Confusion

- Multiple confusing lease requests occurred via DocuSign in March-April 2023:
 - March 29, 2023: First DocuSign request
 - March 31, 2023: Second DocuSign request
 - April 1, 2023: Third lease version sent
 - April 29, 2023: New lease sent after signing
- Inconsistencies were found in payment dates (showing first payment due in 2022 for a 2023 lease)
- August 17, 2023: Landlord sent notice that the lease was void after it had been signed

2024: Escalation and Legal Issues

- In March-April 2024, four different lease versions were sent within days:
 - March 27, 2024: First DocuSign request

- March 31, 2024: Second DocuSign request (just minutes after another communication)
- March 31, 2024: Another lease dated November 2, 2015 was sent
- April 1-2, 2024: Additional lease versions sent
- Tenant signatures were apparently dated before final lease was sent
- A lease amendment dated February 1, 2018 was sent in April 2024
- May 1, 2024: Tenants properly vacated premises with movers completing removal
- May 2, 2024: Keys returned to Landlord's mailbox
- May 3, 2024: Forwarding address provided to Landlord
- May 2024: Property was relisted while still under lease

SUMMARY OF ARGUMENT

The Tenants' position is that: (1) no valid, mutually executed lease existed at the time of the alleged breach; (2) the Tenants properly vacated the premises in accordance with all legal requirements; (3) the alleged property damages pre-existed the Tenants' occupancy; (4) the Landlord failed to properly account for the security deposit; and (5) the Landlord's inconsistent conduct and documentation undermine the credibility of her claims.

KEY ADMISSIONS BY LANDLORD'S AGENT

Of paramount importance to this case are two critical admissions by the Landlord's own agent:

1. **Written acknowledgment that lease documentation was**

confusing - The agent explicitly stated in writing that the lease paperwork was confusing enough to necessitate a clarifying phone call. This admission directly supports the Tenants' position that no clear, enforceable lease agreement was established.

2. **Admission of pre-existing carpet condition** - The agent admitted in communications that she had previously advised the landlord to replace the carpet, confirming the Tenants' assertion that the carpet damage predated their tenancy.

These admissions by the Landlord's representative, combined with the timeline of events and documentation presented in this brief, legally establish that no valid lease was in effect on May 1, 2024. Consequently, the Landlord's claim of breach is fundamentally undermined by her own representative's statements and her inconsistent actions throughout the tenancy.

ARGUMENT

I. No Valid, Mutually Executed Lease Existed

The evidence conclusively demonstrates that no final, binding lease was agreed upon between the parties. Multiple conflicting lease drafts were circulated, including one voided on April 1, 2024 due to impossible dates. Without a valid lease, the Tenants could not have breached lease terms and continued under a legally recognized month-to-month arrangement.

The evidence shows:

- In March-April 2024, four different lease versions were sent within days
- The lease signed by Stephanie Nelson on March 27, 2024, was revised multiple times before being sent to Mr. Connor on April 2, 2024, creating a chronological impossibility and undermining mutual

assent

- The existence of five conflicting lease versions highlights procedural irregularities and lack of clarity in lease execution
- A lease document dated November 2, 2015 was inexplicably sent on March 31, 2024
- One lease contained impossible payment dates (showing first payment due in 2022 for a 2023 lease)
- The Landlord herself voided a previously signed lease on August 17, 2023
- The Landlord's agent acknowledged in writing that the lease documentation was confusing

Texas law requires mutual assent to identical terms for a lease to be enforceable. The landlord's procedural errors in revising leases after signatures voided any enforceable agreement, resulting in a month-to-month tenancy.

II. The Tenants Properly Vacated the Property

Documentation clearly establishes that the Tenants properly vacated the property and fulfilled all legal obligations for termination:

- **April 8, 2024:** Christopher Connor authorized lockbox placement and showings, effectively providing notice of intent to vacate under a month-to-month arrangement
- May 1, 2024: Professional movers completed removal of all Tenants' possessions (verified by moving company receipt)
- May 2, 2024: Keys were properly returned to the Landlord's mailbox (documented by photograph)
- May 3, 2024: Forwarding address was provided to Landlord via certified mail
- **June 1, 2024:** Property was re-listed by the landlord
- **June 9, 2024:** Property was rented to new tenants

Texas law requires only that a tenant provide a forwarding address to the landlord, which was done. The Tenants complied with all statutory requirements to properly vacate.

Further, landlords are required to mitigate damages when tenants vacate. The landlord's quick re-listing and rental of the property by June 9 demonstrates minimal financial loss attributable to the tenants.

III. Alleged Property Damages Pre-Existed Tenancy

The Landlord's claims regarding property damage, particularly to the carpets, are contradicted by substantial evidence showing these conditions existed prior to the Tenants' occupancy:

- Photographs from December 2019 (prior to move-in) document pre-existing carpet stains and damage
- Three separate witness statements confirm that carpet damage was present at move-in:
 - **Susan Beckman's Statement (December 2019):** The leasing agent informed Stephanie Nelson that carpets needed replacement before move-in, and cleaning efforts were insufficient with contractors repeatedly attempting to address flooring issues
 - **Sherry Beckman-Connor's Statement (December 2019):** Observations during the tour confirmed poor carpet condition and insufficient cleaning of the stove
 - **Christian Kniesel's Statement (December 2019):** Confirms leasing agent Chavez advised Nelson about pre-existing carpet issues
- Property listing photos from 2019 used for advertising show better conditions than what Tenants encountered upon move-in, indicating deceptive marketing practices
- **The Landlord's own agent admitted in writing that she had previously advised the Landlord to replace the carpet,**

confirming the pre-existing condition

Additionally, the Tenants maintained the property appropriately, as evidenced by:

- Regular HVAC filter changes (documented by receipts)
- Video evidence contradicting Landlord's claims about garbage disposal damage
- Documentation of appropriate maintenance throughout the tenancy

Texas law prohibits landlords from deducting for pre-existing damages unless documented in a move-in condition report signed by both parties. The tenant statements corroborate landlord knowledge of pre-existing issues through the leasing agent's acknowledgment.

IV. Security Deposit Discrepancies

The Landlord's demand letter contains critical accounting errors regarding the security deposit:

- Original deposit of \$1,750 was adjusted to \$1,450 after the ESA amendment
- The extra \$300 was never refunded to Tenants (constituting an improper retention) as noted in Susan Beckman's statement
- Landlord's demand letter completely fails to deduct the \$1,450 deposit amount, effectively attempting to recover funds twice
- The handwritten lease from 2022 improperly attempted to impose a double deposit requirement
- The total unaccounted funds equal \$1,750 (\$1,450 current deposit plus \$300 never returned from the original adjustment)
- Cleaning charges of \$975 appear inflated without supporting documentation or invoices

Under Texas law, the Landlord was required to provide an itemized list of deductions from the security deposit within 30 days of the Tenants

providing a forwarding address. The Landlord's demand letter does not comply with these requirements and fails to account for funds already in the Landlord's possession.

Texas law requires landlords to provide an itemized list of deductions within 30 days or forfeit their right to retain any portion of the deposit. The inflated and undocumented deductions further demonstrate bad faith retention of funds.

V. Inconsistent Landlord Conduct Undermines Credibility

The Landlord's conduct throughout the tenancy raises serious concerns about the credibility of her claims:

- Inconsistent use of names, alternating between "Stephanie Nelson" and "Stephanie Abel" on official documents
- A documented pattern of name-switching between April 2020 and June 2021
- The existence of five conflicting lease versions demonstrates poor document management by the landlord
- Circulation of erroneous lease documents, including some with impossible dates
- Evidence of prior litigation with other tenants following similar patterns
- Relisting the property while still allegedly under lease
- Missing Brokerage Disclosure - Miss Connor never received or signed a required brokerage disclosure, violating Texas Real Estate Commission rules

These inconsistencies suggest a pattern of potentially deceptive practices that cast doubt on the entire basis of the Landlord's claims. Texas real estate regulations mandate proper disclosure practices by leasing agents, and the poor document management casts doubt on all claims made by the

landlord.

LEGAL STANDARDS

Under Texas law, a landlord seeking damages must establish:

1. A valid, enforceable lease agreement
2. Actual damages caused by the tenant (not pre-existing)
3. Proper accounting for security deposits and compliance with legal requirements

The Landlord fails to meet these basic requirements. Furthermore, Texas law imposes penalties on landlords who wrongfully withhold security deposits or fail to provide a proper accounting.

SPECIFIC RESPONSES TO DEMAND LETTER CLAIMS

The Landlord's demand letter dated [date] seeks approximately \$11,800 in damages (after properly accounting for the security deposit). We address each claim specifically, noting that records show reletting occurred within 30 days, which limits any claim for lost rent:

Landlord's Claim	Amount	Evidence Contradicting Claim	Defense
Unpaid rent - May 2024	\$1,850.00	No valid lease existed; tenants properly vacated with keys returned on May 2	Contract law requiring mutual assent

Rent during re-letting period	\$1,850.00	Records show property was re-let within 30 days, limiting landlord's damages; no valid lease existed	Duty to mitigate damages
Carpet replacement	\$1,832.40	2019 photos showing pre-existing condition, agent's admission of advising carpet replacement	Normal wear and tear exclusion
HVAC cleanout	\$350.00	Tenant receipts showing regular filter changes, maintenance logs	Proper maintenance performed
Garbage disposal	\$150.00	Video evidence contradicting garbage disposal claims	No damage present
Cleaning (dust, hair, etc.)	\$975.00	Photos showing cleaned property upon exit; amount is unreasonable for basic cleaning	Unreasonable charges
Replace oven	\$560.00	Maintenance records show oven issues pre-dated tenancy; no documentation of	Pre-existing condition

		damage beyond normal wear	
Master bathroom flooring	\$920.00	Photos from move-in showing pre-existing condition; normal wear and tear	Pre-existing condition
Replace garage door	\$1,400.00	No evidence of damage; garage door was operational at move-out	No damage present
Mowing/landscaping	\$135.00	Photos showing lawn was properly maintained; no lease provision requiring specific landscaping	No valid lease provision
Water damage to cabinets	\$185.00	No evidence of damage caused by tenants; photos show pre-existing water marks	Pre-existing condition
Wall/ceiling repairs	\$910.00	Move-in photos show these imperfections already existed; normal settling in older home	Pre-existing condition

Miscellaneous repairs	\$1,160.30	Collection of minor items (blinds, fan covers, outlet covers, etc.) that constitute normal wear and tear or were in same condition at move-in	Normal wear and tear
Security deposit	\$1,475.00	Landlord failed to account for \$1,475 deposit plus \$300 never returned from ESA amendment in demand letter	Improper accounting

Important Note: Documentation shows the property was re-let within 30 days of the Tenants' departure. Under Texas law, a landlord has a duty to mitigate damages by making reasonable efforts to re-let the property. The quick re-letting significantly undercuts any claim for lost rent, particularly when there was no valid lease in effect.

CONCLUSION

The evidence presented in this brief demonstrates that the Landlord's claims against the Tenants are legally and factually unsupported. The agent's written acknowledgment of confusing lease documentation and admission regarding the carpet's pre-existing condition are particularly

damaging to the Landlord's case. Combined with the multiple conflicting lease drafts, documented move-out compliance, and inconsistent recordkeeping, these factors conclusively establish that the Landlord's claim of breach is undermined by her own inconsistent actions and the absence of a binding contract on May 1, 2024.

MEDIATION BRIEF STRUCTURE

Pages

1. Main Brief

- Executive Summary
- Introduction
- Factual Background
- Summary of Argument
- Argument
- Legal Standards
- Specific Responses to Demand Letter Claims
- Conclusion

ATTORNEY DRIVE - MRS. CAMPBELL-CONNOR

File Inventory

Lease Documents by Year

2020 Lease Files

- 2020 Lease Agreement
- 2020 Move In Pics
- 2020 Lease Sherry and Susan.pdf
- 2020 Narrative.docx
- ESA Lease Ammendment 2020.PNG

2022 Lease Files

- 2022 Lease handwritten no ecopy provided
- 2022 Handwritten Lease by Landlord Narrative.docx
- 2022 2023 w double deposit and done by Stephanie.pdf
- Landlord Impairment in 2022.pdf

2023 Lease Files

- 2023 Lease Email Comunication
- DocuSign Emails
- Leases
- 2023 Email Thread 1.docx
- 2023 Email Thread 2.docx
- 2023 Lease Narrative.docx
- 2023 Signed Lease FINAL After werrors.pdf.jpeg
- 2023 lease first payment due shows in 2022.jpeg
- 2023 Signed Lease FINAL After w_errors.pdf
- 3.29.23 2023 Request to Complete with DocuSign_
1109_Eagle_Claw_Dr.pdf
- 3.29.23 Separate Request to Complete with DocuSign_
1109_Eagle_Claw_Dr.pdf
- 3.31.2023 Request to Complete with DocuSign_
1109_Eagle_Claw_Dr.pdf
- 4.1.23 3rd lease to CCshowing 9_19.pdf
- 4.1.23 revised 2nd request for DocuSign due to Lease Errors.pdf

- 4.29.23 New lease sent for signature after signing.pdf
- 8.17.23 2023 void notification. pdf.pdf
- 8.17.23 Voided Lease Removed.pdf
- Missing lease 2023.PNG

2024 Lease Files

- 2024 Lease Items
- Leases
- 2024 Lease Email Thread 1.docx
- 2024 Lease Narrative_.docx
- 2024 Lease confusion.pdf
- 2024 VOIDED Lease.pdf
- 2024 Deanna RE Confusing Leases in Circulation.PNG
- 3.27.24 Dtd 9.19 1st lease Docusign - 1109 Eagle Claw Dr.pdf
- 3.31.2024 2 inutes later 2nd 9.19 Docusign- 1109 Eagle Claw Dr.pdf
- 3.31.24 dtd 11.2.15.pdf
- 3.31.24 lease 9.19 disc but just to me at 1430 Gmail - 1109 Eagle Claw Dr.pdf
- 4.1.2024 1 of 3 Leases Voided_ 1109 Eagle Claw Dr.pdf
- 4.1.24 3rd Lease Docusign 1109 Eagle Claw Dr.pdf
- 4.2.244th Lease Request Docusign 1109 Eagle Claw Dr.pdf
- 4.15.24 amdmt dated 2.1.2018.pdf
- Executed Lease Eagle Claw 2024-2025.pdf
- Final 2024 Lease (1).pdf
- Final 2024 Lease.pdf
- Voided 2024 2025 Lease.pdf
- 4.1.24 Wrong Docs Signed from Deanna.jpg

Legal and Communication Records

Legal Correspondence

- Legal Correspondance FILES

- Demand Letter.pdf
- Demand letter response.docx
- Narrative in addition to demand response.docx
- JP Records FILES
- Stephanie Queen_Nelson Civil Claim 2.27.2024.pdf

Fair Housing Documents

- FHA Fair Housing ESA FILES
- Dr Note for ESA.pdf
- ESACertificateOne279745.pdf
- ESACertificateTwo279745.pdf
- HousingLetter-279745.pdf

Communication Records

- All SMS Communication FILES
- SMS w SN SC and CC .PNG
- SMS w SN SC and CC 2.PNG
- SMS w SN SC and CC 3.PNG
- SMS w SN SC and CC 4.PNG
- SMS w SN SC and CC 5.PNG
- SMS w SN SC and CC 6.PNG
- Inbox view of lease requests.jpg
- Verbal lease discussion with Sherry excluding Christopher.PNG
- Sherrys Inbox Shows Void After Signing .jpeg

Property Condition Documentation

Move-In Condition

- Witness statements on flooring conditions upon move-in in 2020.docx
- Bedroom Existing Stains.png

- Entry Hallway and Guest Bath 2019 Leasing advertisement.jpeg
- Guest Bedroom 2 2019 Leasing advertisement.jpeg
- Living room 1 2019 Leasing advertisement.jpeg
- Living room 2 2019 Leasing advertisement.jpeg
- Master Bedroom 2019 Leasing advertisement.jpeg
- Master bedroom 2 2019 Leasing advertisement.jpeg
- Candid photo 11.2021 Master Bedroom.jpeg

Property Issues

- Close capture of mold 2021.jpeg
- Functional Disposal Video.mov
- Dishwasher bracket that tenant was required to repair rather than landlord.PNG
- Disposal from Stephanie to Sherry Only.PNG
- Leaking refrigerator number two.PNG
- Leaking refrigerator, inability to provide repairs as requested.PNG
- Request for assistance on disposal possible motor burnout.PNG
- Rebuttal to damage claim made by Stephanie_s husband that the motor on the disposal was burned out and damaged. Video indicates otherwise..PNG
- Confirmation that disposal was fine in conflict with damage claim.PNG

Damage Claims

- Damage Claims by Items
- Damages listed with Tarrant county reduced compared to demand letter with an increased amount due.JPEG
- Exhibit A higher amount with less details for claim.jpeg
- Higher amount with less damages than in demand letter filed.HEIC
- Changing names, handwritten notes, questionable recordkeeping.docx

Maintenance Records

- 1.18.24 Air Filer Rcpt 1.PNG
- 1.18.24 Air Filter Rcpt 2.PNG
- 3.2024 Air Filter Rcp 1PNG.PNG
- 3.7.2024 Air Filter Rcp 2.PNG

Property/Landlord Information

Landlord Information

- Stephanie Nelson Linda Watts.pdf
- Copy of Inconsistency Abel_Nelson_Abel switching in Landlord_s Name Usage Over Time.png
- Notification of rent increase and self representation for lease agreement by Stephanie Nelson.PNG
- Linda Watts Previous Address.PNG

Property Status

- lease amendment.HEIC
- Appraisal TBD for refinance.PNG
- Lie about rocket mortgage.PNG
- Title company requesting access.PNG
- Third title company.PNG
- Released in May 2024.PNG
- Movers 5.1.24.PNG

Previous Tenants

- Rian Robinson Previous Addresses.jpg
- Rian Robinson Previous Tenant.PNG
- Previous Tenant Sued Linda Watts Contact Information.PNG

Timeline and Overview

- [Timeline.xlsx](#)
- [README.md](#)

Miscellaneous Images

- [Series IMG_1481-1484.jpeg](#)
- [Series IMG_1487-1496.png](#)
- [Series IMG_1760-1781.PNG](#)
- [Series IMG_1804-1816.WEBP](#)
- [View recent photos.jpeg.png](#)
- [Image 10-10-24 at 09.01.jpg](#)
- [Tenant and landlord signature dated before final lease was sent..jpg](#)
- [Fazt Pay.pdf](#)
- [1109_Eagle_Claw_Dr \(VOIDED\).pdf](#)