

Scott A. Willis

Case No. 1196921

Your Honor,

I am writing this as an answer in an appeal for an eviction judgement made against me. There is a lot more to this than just an eviction for possession. The fact is I have never dealt with Ms. Rosalinda as a landlord or known her to be the property owner ever. The landlord Alberto Leal, and his father Jesus, are the only two people I've ever dealt with about the property. This eviction is an attempt by Mr. Leal to spite me and separate me from my children because I said something he would consider disrespectful about his father. The weekend leading up to this illegal eviction involved an argument, in which the aftermath, Alberto and his sister Sara took it upon themselves to loan my wife a car, and have her take my kids away. I am the only working person in a household of 11 people in total between the upstairs apartment my family lives in, and Albert and other in-laws downstairs. I didn't find out my kids hadn't gone to school until I went to pick them up that day. This devastated me even more so. I was a father enraged not knowing where his children were. They were also convincing my wife not to communicate with me, and using my yelling at the top of my lungs about the whereabouts of my children was justification to convince her to keep them away. I begged Alberto, since it was his car used to make my children disappear, to tell me the whereabouts of my children, and he wouldn't answer. He called the police on me several times who were finally able to calm me down, and they advised me of what I could do legally to get my children back. Mr. Leal's justification for this was his experience in working with emotionally abused children, and pretending to be judge, jury, and cps agent, decided that I was doing the same thing to my own, and persuaded my wife to hide them from me, pretending that he cares about their safety. Once my wife returned with my children against Mr. Leal's advice, Mr. Alberto and his mother Rosalinda went to file for eviction and lied in doing so. I was served by their handwritten notice, which was a 3 day notice for non-payment, while I still had rent credit, and then an official notice for possession, which doesn't include all occupants, because this isn't about a lease that had ended, because the lease never ended. This was about me "insulting" Mr. Alberto's father. Even if the leaser were ending that period, I had a right to a 30 day notice on the 1<sup>st</sup> of November, which would should have been delivered on the 1<sup>st</sup> of November.

I no longer want to live here, and don't mind moving in a pinch, but to give me 3 days to move out while I still I had rent credit, and to not give me 30 days. How is a father and provider of 5 supposed to find a place to move in 3 days? If this was about intolerable behavior from tenants, then why didn't they evict my entire family? They'll come tell you I am yelling, but they won't tell you what for. They told the judge I was emotionally abusive, and then shortly after they won the eviction judgement, Mr. Alberto approached me aggressively in the courthouse parking lot asking if I was ready to talk now and saying

that him and his dad wanted to help, and that they had a piece of land I could rent If I moved a trailer onto it. A week or so later, they sent me another lease as well for the upstairs unit I am still in that increases the rent and requires I be responsible for repairs and go to their home bible study. All I ask for is 45 days to be able to move. That would give me until the 5<sup>th</sup> April to accommodate moving my family into a safer house. If not 45, at least the 30 allowed by law. This eviction is about control. Mr. Leal has called the police so many times on me trying to build this case that this last time, they had to let him know he was reaching the point of harassment.

The truth is Mr. Leal is causing continued stress on my family and household by asking for more money, whether it be a raise in the rent, or to help pay for household things that are outside of my financial responsibility.

I've spent thousands of dollars making repairs and rehabilitating parts of this house over the years, yet, Mr. Leal would like to not only increase the rent, but also continue to have me be obligated for repairs. There was one point where my wife and I were verbally given a piece of this property to build on, and once we had cleared a decent amount of space, was told that wouldn't be happening. Mr. Jesus once asked my wife to have our children's health insurance cancelled so he could collect a higher rent, even though all repairs were being made by me. Mr. Alberto and his father are always asking me about my money and finances, and every time they know I am doing a little bit better, they turn up the heat on ways to ask me for more money. Mr. Alberto has even asked me if I would like him to control my bank account in the past. I can't use space heaters in the upstairs apartment because the wiring is faulty. I went through almost \$300 worth of heater before realizing this. There are windows falling out the frame that they refuse to repair which means I have literal open access to the outdoors. My family can't even leave food on the table because possums find a way in. When it's cold, the draft in the house is just as cold as the outside air. I had to replace the toilet, restroom plumbing, the kitchen sink 3 times. I even rebuilt the tankless hot water heater because I wasn't willing to contribute the 1/3 of \$4000 they wanted me to be responsible for to replace it. My kitchen sink is currently out of commission. Several outlets are bad. The washer and dryer that were supposed to be included in the rental never worked. I end up spending hundreds on fast food every month because I don't have a fully functional kitchen. Mr. Leal can't say he didn't know because, we've had conversations about it, and all these discoveries were made when they had repairs done pro bono by the county after the big ice storm, we had a couple years ago. They just expect me to keep rebuilding everything in a house that wasn't built to code, and I can't, while simultaneously ignoring needed repairs and raising the rent. I've had to reframe windows to the outside of the house because they were all framed on the inside. I honestly believe Ms. Rosalinda doesn't know all of this is going on though. As I stated, she's never been privy to any conversation with Mr. Alberto or Mr. Jesus that I've had regarding the rental agreement. What saddens me even more is knowing that the only reason my family is still in this apartment now was so that my wife could take care of her mother, Ms. Rosalind, and get her to all of her appointments during her two bouts with breast cancer.

The only reason Mr. Leal suggested to the court that I was emotionally abusing my kids, while he was trying to convince my wife to remove my kids from school and home school them to avoid bringing them back home to their father. I'll tell you I am responding to the abuse this man doesn't see in the mirror. They're going to tell you I wished death on Mr. Alberto and Mr. Jesus just after the beginning of

the year. They're not going to tell you that Mr. Jesus called my wife on the 28<sup>th</sup> of December to tell her that she needed to kick me out that day or she be disowned while he was asking her about a February 20<sup>th</sup> court date. When my wife asked me about the date, I told her I didn't know. Then on January 5<sup>th</sup> or 6<sup>th</sup>, they send me mail upstairs with a February 20<sup>th</sup> court date that was post dated from the 27<sup>th</sup>.

Your honor, I apologize for the ramble, but I am so stressed out over this, as a provider to 5, that it impacted my work performance, and I now have unimaginable separation anxiety. I'd have writted this letter sooner but wasn't sure how or what to write and was waiting to see if I would be able to get a lawyer or legal aid. I kindly ask for your compassion in this matter. This is not only my home, but it is also my place of work.

Here is the written notice I was given when I still had rent credit left, and they decided to lie about a lease being terminated in order to file a 3 day eviction.

October 21, 2012

VACATE NOTICE

South A. Williams  
4401 Maple Street  
El Paso, TX 79906

5 all occupants

You are hereby notified to vacate the premises listed above that you now occupy. Should you fail, neglect, or refuse to do so within time allotted, I will take action as the law provides to restructure the premises.

Non-Payment  
Owner/ Tenant in Possession

10 days  
30 days

Handwritten: *Rosalia Espinoza*

Date: *October 21, 2012*

Signed by: *Sherman Eagleston*

Sherman Eagleston  
P.O. Box 1732  
Baytown, TX 77521

They started this whole ordeal out calling the police and continuously using the word violent to describe my behavior, even though to colluded to persuade my wife to separate me and my children to shut me up, and then when that didn't work the way they intended, are lying to evict me about non-payment of rent or the fact that no lease had been terminated.

My in-laws would have you believe I am just some angry man yelling for no reason, when they are upset that I am done with shelling out additional monies above rent, while being responsible for repairs to their property. They also use their conversation with my wife to inquire about monies coming in up here, and always ask my wife to have us sit together so they can propose ways for them to make more

money off of me, while claiming that its help. Here's the latest Lease Agreement they've sent to me. They'll tell you they evicted me for being "violent" while offering me higher rent, and the responsibilities to repair the house still at the same time. Here's the contract, and I hope it helps you to understand the type of abuse I have been expected to endure, and the louder I get about being used, the more they cry foul and call me violent.

## < Contract to visit/stay/help with house...

Contract to visit/stay/help with house bills for  
Scott A. Willis and Elizabeth Alvarado  
at 16601 Market St. Channelview, Texas 77530  
This contract is being written out of necessity

I Jesus R. González and wife Rosalinda González after serving eviction notice to Scott A. Willis do hereby in an effort to continue to help Scott and Elizabeth and their family to work together as a functioning cohesive family do hereby allow Scott to stay at our house and property in the capacity of a visitor/extended stay/helping with house bills of our upstairs apartment given he and Elizabeth meet conditions outlined in this contract. If at any moment conditions are not met by Scott and Elizabeth then my wife and I hold exclusive right to determine course of action and at our sole discretion to decide as to Scott and Elizabeth's further involvement at our house and property, being able to at will determine their further involvement at our property and having as an automatic minimum with their failure to meet said conditions an immediate result of eviction from our property or a determinate amount of time away from our house and property as judged by my wife and I.

Conditions are straightforward and simple that being of no violence of any sort, be it emotional, physical or otherwise. Their will be no outbursts, yelling, screaming, profanity, any insinuations/veiled threats or acts of perceived violence and threats of any nature coming from

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Conditions are straightforward and simple that being of no violence of any sort, be it emotional, physical or otherwise. There will be no outbursts, yelling, screaming, profanity, any insinuations/veiled threats or acts of perceived violence and threats of any nature coming from Scott and Elizabeth, in other words, no domestic disturbances/violence of any kind or any disturbance of the peace of any kind, my wife and I just want a peaceful environment. There will also be no drug use of any kind from Scott and Elizabeth. Scott and Elizabeth have been living with us for many years and have had much support with these behaviors and are well aware of what is being asked of them in this contract.

Furthermore Scott and Elizabeth will perform any needed repairs or required work/improvements on upstairs apartment where they stay, a bi-weekly rent of 500 dollars will be required as of signing of this contract from Scott and Elizabeth, also Scott and Elizabeth will pay utilities of light, gas and water divided equally among other residents or as deemed fair by landlords and a bi-weekly condition check of upstairs apartment will be performed when rent is due. As landlords we Jesus and Rosalinda González grant exclusive right to act on our behalf our son Heriberto Leal who has been serving us faithfully for many years and especially in these our latter elderly years.

If our property ~~is sold the time~~ required for us

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Furthermore Scott and Elizabeth will perform any needed repairs or required work/ improvements on upstairs apartment where they stay, a bi-weekly rent of 500 dollars will be required as of signing of this contract from Scott and Elizabeth, also Scott and Elizabeth will pay utilities of light, gas and water divided equally among other residents or as deemed fair by landlords and a bi-weekly condition check of upstairs apartment will be performed when rent is due. As landlords we Jesus and Rosalinda González grant exclusive right to act on our behalf our son Heriberto Leal who has been serving us faithfully for many years and especially in these our latter elderly years.

If our property is sold the time required for us Jesus and Rosalinda González to move out to close on property will also be Scott's and Elizabeth's time allotted to move out.

As a final requirement of utmost importance to help Scott and Elizabeth maintain a healthy non-violent cohesive family and to assist in maintaining the peace at the premises where they stay, Scott and Elizabeth will be required to attend at least a once a week Bible study for at least one hour with our son Heriberto Leal.

P.S. As an aside from this contract, I would not like to blame you two (Scott and Elizabeth) for the health effects caused to me but my ill health condition ~~is an automatic response to~~

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P.S. As an aside from this contract, I would not like to blame you two (Scott and Elizabeth) for the health effects caused to me but my ill health condition is an automatic response to the extreme distress caused by your way of living and extreme negative behaviors, my hope for you is a transformed life and that you two prosper as a couple and as a family with your three precious children, God bless you.

Scott A. Willis X\_\_\_\_\_

Elizabeth Alvarado X\_\_\_\_\_

Jesus R. González X\_\_\_\_\_

Rosalinda Gonzalez X\_\_\_\_\_

Heriberto Leal X\_\_\_\_\_

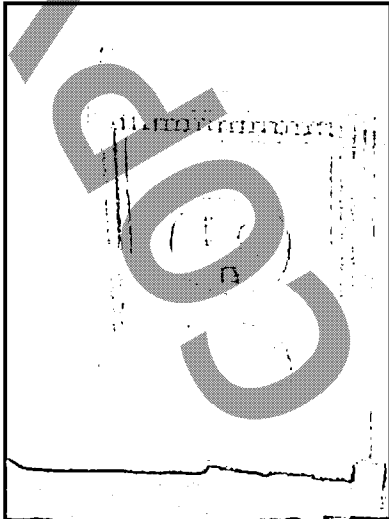


Please see the following pictures of conditions in the house I am expected to not only pay to repair, but also pay higher rent for.

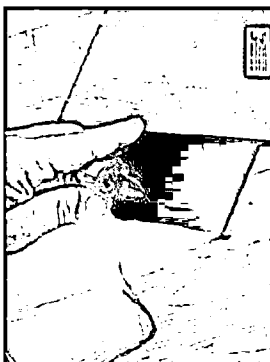
Here's shoddy electrical work which has yet to be repaired which likely led to the several electrical issues.



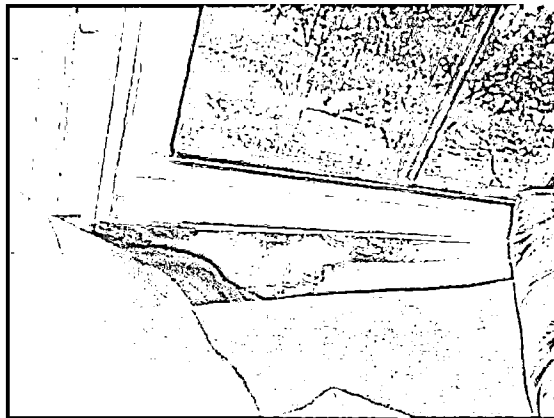
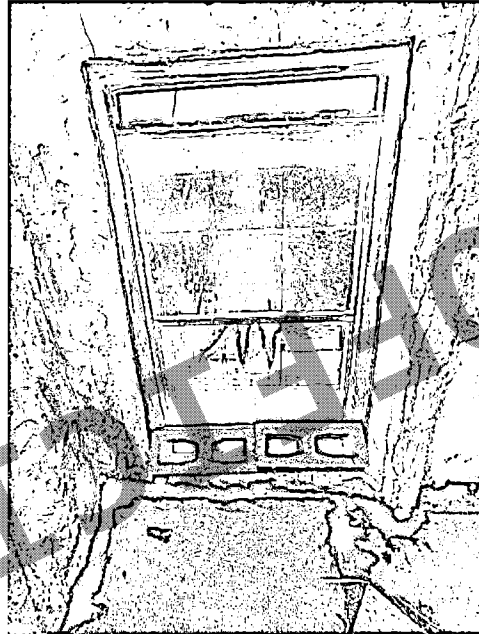
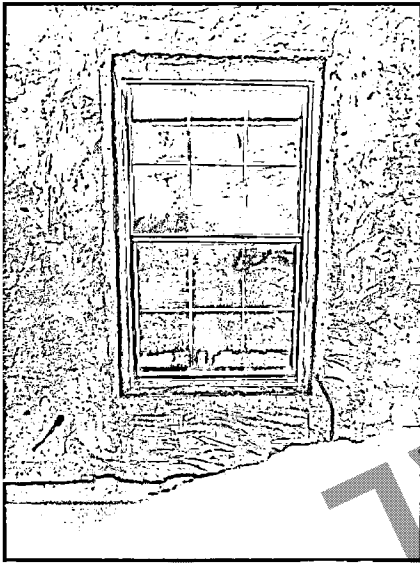
Here are pictures of several outlets still needing to be replaced. I've already replaced quite a few.

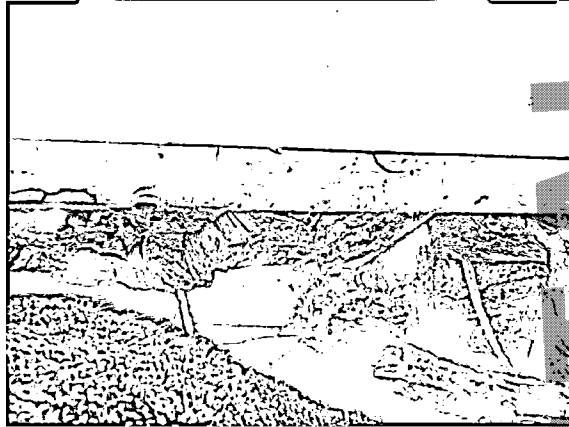


This is one of three \$80 heaters I had to replace due to faulty wiring. I am not able to use space heaters to keep the house warm during cold weather. It took me a year to replace my sons computer which also was fried due to the bad electrical.

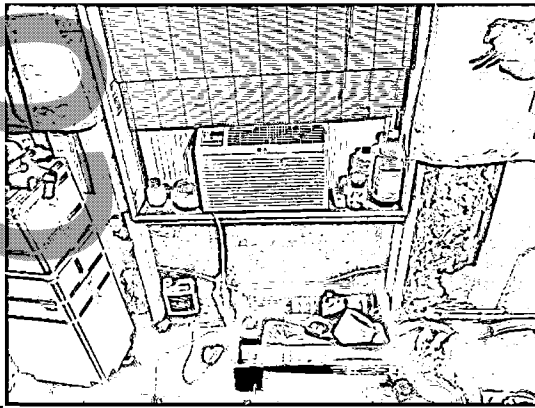
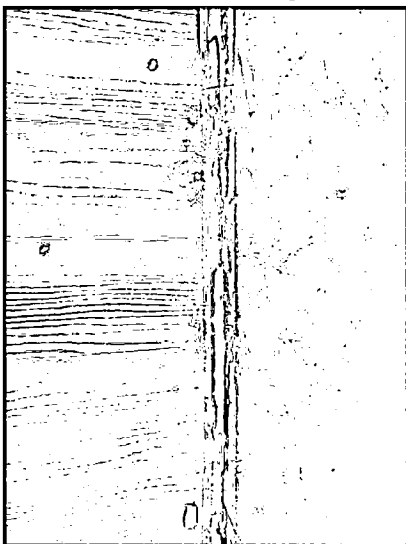


Here are pictures of windows with rotting frames, to the point that they're falling completely down the wall. These windows were improperly installed on the inside of the house. I have already rebuilt two of them out to be on the outside so that air conditioners wouldn't leak water in the walls and cause mold.

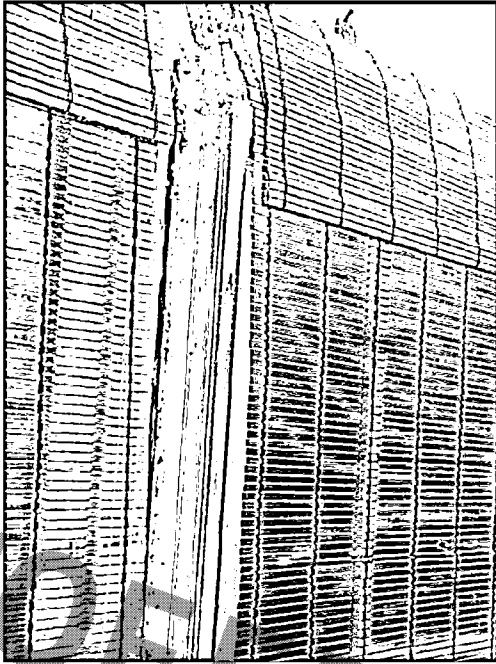




Here is mold or mildew damage in the walls due to the windows being installed on the inside.



Here is an example of a window installed on the inside of the house coming out the frame.



Here is some roof damage as well just outside of my front door.



I greatly appreciate your consideration in this matter. I just needed ample time to find a place for a family of 5 to begin with, and not a 3 day notice to vacate while I still had rent credit, over an eviction based on a lie about a lease being terminated when it wasn't. I haven't been able to look since the ruling because I have an eviction ruling on my file now which has greatly hindered my ability to search

Thanks Your Honor,

Scott A. Willis