

Appellant’s Motion to Dismiss and Motion for Oral Hearing Denied, Affirmed and Memorandum Opinion filed December 30, 2021.



In The

Fourteenth Court of Appeals

NO. 14-20-00677-CV

JAMES LEGGETT, Appellant

V.

THE BRIXTON D/B/A THE BRIXTON APARTMENTS, Appellee

**On Appeal from the County Civil Court at Law No. 4
Harris County, Texas
Trial Court Cause No. 1153613**

M E M O R A N D U M O P I N I O N

Appellant James Leggett appeals the final judgment rendered in favor of appellee The Brixton d/b/a The Brixton Apartments (“The Brixton”) in a forcible detainer action. For the reasons below, we affirm.

BACKGROUND

In January 2020, Leggett signed a lease agreement for an apartment at The Brixton. In February 2020, Leggett defaulted under his lease by failing to tender

that month's rent. The Brixton delivered to Leggett a Notice to Vacate on February 4, 2020. Leggett did not vacate the leased premises.

The Brixton filed a forcible detainer suit against Leggett on February 21, 2020. The parties appeared for trial and the justice court entered a judgment awarding The Brixton possession of the leased premises. Pursuant to this judgment, the writ of possession was scheduled to issue on March 18, 2020. The justice court's judgment also included a "Notice to Parties Intending to Appeal" which states, in relevant part:

If you are the tenant and file a sworn statement of inability to pay or a surety bond to appeal an eviction for non-payment of rent, you must pay the initial deposit of rent into the registry of the Justice Court within five (5) days of the date you file the sworn statement or surety bond. The rent must be paid by cashier's check or money order payable to the "Justice of the Peace."

Your failure to pay the first deposit of rent into the Justice Court registry by the required date and time may result in the issuance of a writ of possession without a hearing. Because the appeal has been perfected even though a writ of possession has issued, the transcript and original papers will be forwarded to the County Civil Court at Law for trial *de novo*.

(emphasis in original).

Leggett appealed the justice court's judgment and filed a "Statement of Inability to Afford Payment of Court Costs or an Appeal Bond." Leggett did not pay the first deposit of rent into the justice court's registry and The Brixton obtained a writ of possession. On June 10, 2020, the writ was executed and possession of the leased premises was returned to The Brixton.

Leggett's appeal of the justice court's judgment was called to trial *de novo* on September 15, 2020 via a Zoom videoconference. The Brixton called as a witness Stephanie Rivera, the assistant community manager for The Brixton. The

following exhibits were admitted during Rivera's testimony: (1) the lease agreement between Leggett and The Brixton, (2) the Notice to Vacate addressed to Leggett, and (3) The Brixton's account ledger showing that Leggett did not make any rental payments after January 2020. Rivera testified that Leggett failed to pay rent from February 1st through June 10, 2020, for a total amount owed of \$3,326.05.

Leggett also testified at trial and said The Brixton "lost" his February 2020 payment. When asked by the trial court if he had "any evidence of payments made in February, March, April, May, or the prorated amount for June", Leggett responded:

No. All that I have and paid for February was [\$]699, in which they somehow lost it. And after they breached the contract, which, when you're in agreement with a contract and both parties have to coincide with one another; and when you breach a contract, the contract is null and void. So any payments or anything like that is null and void because there is no contract.

Leggett also alleged that The Brixton and Rivera threatened him.

On cross-examination, counsel for The Brixton asked Leggett if he had a copy of the money order he allegedly used to pay his February 2020 rent. Leggett said he "misplaced" the copy. When The Brixton's counsel began questioning Leggett about the alleged threats made against him, Leggett abruptly exited the videoconference.

The trial court signed a final judgment on September 15, 2020, and awarded the Brixton (1) continued possession of the leased premises, and (2) \$3,326.05 from Leggett as past due rent. The trial court also awarded The Brixton \$1,250 in attorney's fees. Leggett appealed the trial court's final judgment.

ANALYSIS

Leggett's appellate brief consists of 11 handwritten pages. Liberally read, Leggett appears to assert that The Brixton's legal counsel lied and filed falsified legal documents in the trial court. Leggett does not cite any authority or any portions of the appellate record to support these contentions.

On appeal, a *pro se* appellant must properly present his case. *Green v. Midland Mortg. Co.*, 342 S.W.3d 686, 692 n.7 (Tex. App.—Houston [14th Dist.] 2011, no pet.). Although we liberally construe *pro se* briefs, litigants who represent themselves are required to comply with applicable rules and are held to the same standards as litigants represented by counsel. *Canton-Carter v. Baylor Coll. of Med.*, 271 S.W.3d 928, 930 (Tex. App.—Houston [14th Dist.] 2008, no pet.); *Nabelek v. Bradford*, 228 S.W.3d 715, 717 (Tex. App.—Houston [14th Dist.] 2006, pet. denied). To do otherwise would give *pro se* litigants an unfair advantage over those litigants represented by an attorney. *Canton-Carter*, 271 S.W.3d at 930.

The Texas Rules of Appellate Procedure govern the contents and organization of an appellant's brief. *See* Tex. R. App. P. 38.1; *ERI Consulting Eng'rs, Inc. v. Swinnea*, 318 S.W.3d 867, 880 (Tex. 2010). Pursuant to these rules, an appellant's brief must concisely state all issues or points presented for review and, among other things, "contain a clear and concise argument for the contentions made, with appropriate citations to authorities and to the record." Tex. R. App. P. 38.1(i). A failure to provide substantive analysis of an issue or cite appropriate authority waives a complaint on appeal. *Canton-Carter*, 271 S.W.3d at 931; *see also In re G.S.*, No. 14-14-00477-CV, 2014 WL 4699480, at *5 (Tex. App.—Houston [14th Dist.] Sept. 23, 2014, no pet.) (mem. op.) ("It is well-established that failure to cite authority or provide substantive analysis waives an issue on

appeal.”).

Here, Leggett’s brief fails to meet these standards. Leggett does not cite any portion of the record to support his contention that The Brixton’s legal counsel lied and filed falsified legal documents in the trial court. Similarly, Leggett does not cite any case law or other legal authority to support his arguments. Therefore, because Leggett’s brief failed to comply with the applicable requirements, he has waived his issues on appeal. *See, e.g., Canton-Carter*, 271 S.W.3d at 931-32 (appellant waived her issues on appeal because her brief consisted only of “a series of disjointed factual assertions and cryptic complaints”).

CONCLUSION

We affirm the county civil court at law’s September 15, 2020 final judgment.

/s/ Meagan Hassan
Justice

Panel consists of Justices Wise, Spain, and Hassan.