

by the Defendant and there is no evidence that the value of replacement of those items are \$900 and \$500 respectively. Plaintiff will recover nothing for the alleged damages to the lawn, trees or shrubs.

The Court finds that Plaintiff has failed to prove that there was excessive water damage to the kitchen ceiling and floor and basement drywall caused by the Defendant. Similarly, the Plaintiff has failed to prove by a preponderance of the evidence that Plaintiff poured cement down the drains of the bath tub or in any other way damaged the drainage systems in the premises. It is as likely that the drain problems and sewer backup into the bathroom tub occurred as a result of other problems within the drainage system existing over a period of time.

The Court finds that the Plaintiff has failed to prove by a preponderance of the evidence that Defendant damaged the hardwood floors by applying a polyurethane solution to it or otherwise. Plaintiffs' claim for \$1,200 for damage to the hardwood floors is denied.

The court finds that the Plaintiff is entitled to recover from Defendant the sum of \$817.13 for water usage during the period February 03 through Jan. 04 that was not paid by the Defendant, and that pursuant to the HAP contract the tenant is responsible for water costs. The Court further finds that the Defendant did not pay a \$300 water deposit as she contends. No such deposit was required under the HAP contract, there is no evidence that the sum was paid to Plaintiff and Plaintiff denies receiving such a payment.

The Court finds that the Plaintiff is entitled to recover from Defendant for the excessive cleaning and trash removal required when Defendant left trash throughout the premises and for the removal of the vehicle left in the garage the sum of \$750.

The Court finds that the Plaintiff overcharged the Defendant her share of rents by \$397 per month for 5 months, Feb. through June 2003 for a total of \$1,985. The Court finds that Defendant failed to pay her share of the rent for the months of July 03 through January 04, 5 months at \$167 or \$835 plus 2 months at \$169 or \$338 for a total of \$1,173. The Plaintiff, therefore, owes to the Defendant the difference of excessive rents collected from the Defendant less the rents owed by Defendant, the sum of \$812.

There is no evidence that the premises were uninhabitable as a result of any action or inaction by the Plaintiff.

The Court further finds that the Defendant is entitled to recover from Plaintiff the sum of \$1,250 for the security deposit paid.

Plaintiff owes Defendant \$812 for rent overpayments and \$1,250 for the security deposit not returned. Defendant owes Plaintiff \$817.13 for water bills and \$750 for excessive cleaning, and trash removal. The net result is that Plaintiff owes Defendant \$494.87.

Judgment is, therefore, rendered for Defendant on the Complaint and on her Counterclaim against the Plaintiff in the amount of \$494.87 plus interest at the rate of 10% per annum from the date of judgment and costs.

IT IS SO ORDERED.

 3-17-04
A. DEANE BUCHANAN, JUDGE

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