

NAJILA LAWRENCE ET AL

DOCKET NUMBER 34,807

VS.

CITY COURT, WARD ONET

ECA MELROSE OWNER LLC

NATCHITOCHES PARISH,
LOUISIANA

PETITION FOR DAMAGES AND CANCELLATION OF LEASE

NOW INTO COURT COME NAJILA LAWRENCE and YALY BEN HARUSH (hereinafter referred to collectively as "TENANTS"), appearing through their undersigned counsel, who hereby respectfully represent:

1.

The defendants making this Petition necessary are:

ECA MELROSE OWNER LLC (hereinafter referred to as "MELROSE"), a non-Louisiana limited liability company who may be served through its registered agent, Universal Registered Agents, Inc. 3500 Highway 190, Suite 220, Mandeville, LA 70471.

GREEN ALPHA PROPERTY MANAGEMENT, LLC, (hereinafter referred to as "MANAGEMENT"), a non-Louisiana limited liability company, not authorized to do business in the state of Louisiana, which may be served through its registered agent, via the Louisiana Longarm Statute, ECA General Partnership, LLC, 4208 Six Forks Road, Ste. 920, Raleigh, NC 27609.

2.

MELROSE is the owner of an apartment complex located at 100 North Melrose, Natchitoches, LA 71457, which is within the territorial jurisdiction of this Honorable Court.

3.

As detailed below, Melrose and Management provided TENANTS with apartments rendered uninhabitable by numerous defects, including a nonfunctioning central HVAC system that allowed indoor temperatures to *exceed 92 degrees*

A TRUE COPY – ATTEST
which remains in full force
and effect as of 9/24/2026

Page 1



cv-dtebbetts
DEPUTY CLERK
Natchitoches City, Louisiana

Natchitoches City Court C-34807
Filed Sep 24, 2026 11:57 AM CITY COURT
Debbie Tebbetts
Deputy Clerk of Court

Fahrenheit, yet refused to permit early termination of their lease without penalties and forfeiture of their deposit.

4.

At all times pertinent hereto, ECA Melrose Owner LLC was being represented by its agent, Green Alpha Property Management, LLC.

5.

Green Alpha Property Management, LLC represented that it was the Manager of the apartment complex located at 100 North Melrose, Natchitoches, LA 71457, including the Premises at issue herein.

6.

Upon information and belief, Green Alpha Property Management, LLC is a sister company of, and shares the same physical address as ECA Melrose Owner LLC.

7.

ECA Melrose Owner LLC and Green Alpha Property Management, LLC share the same physical address.

8.

On August 4, 2026, TENANTS moved from Fort Collins, Colorado to Natchitoches, Louisiana to allow Harush to attend college and play basketball for Northwestern State University.

9.

On or about August 4, 2026, TENANTS attempted to lease an apartment located on the premises described above, more particularly Apartment #1506. Due to stained carpeting, a musty odor, a severely damaged bathtub, insects coming from

the bathtub drain, and mold in various locations, TENANTS informed Management that Apartment #1506 was uninhabitable. They were placed in a “model apartment” for two nights, and then told to vacate the model unit at 7:00AM on August 6, 2026.

10.

On August 6, 2026, TENANTS leased an apartment located on the premises, more particularly **Apartment #1505** (hereinafter referred to as the “PREMISES”), all as shown on the written lease between TENANTS and MELROSE which will be introduced at trial.

11.

Since moving into the PREMISES on August 6, 2026, the **central air conditioner has not worked**. TENANTS immediately notified management that the air conditioner was not working.

12.

From August 6, 2026 through September 12, 2026, TENANTS were forced to suffer the oppressive heat inside the PREMISES, with **indoor temperatures reaching or exceeding 93 degrees Fahrenheit**.

13.

TENANTS have reported multiple defects with Apartment 1505 to Management:

- a) **August 6–8 — Central HVAC failed to cool.** The central HVAC did not cool the apartment, even after refrigerant was added on August 7.
- b) **August 7 — Black substance in water.** An unidentified black substance discharged with the water.
- c) **August 9 — Toilet malfunction.** The toilet-flushing mechanism broke, leaving the tenants unable to flush the toilet.

- d) **August 9 — Inadequate hot water.** The water remained lukewarm and would not become hot.
- e) **August 9 — Kitchen sink leak.** The kitchen sink leaked, creating a large puddle underneath.
- f) **Week of August 10 — Central HVAC remained inoperable.** Management advised that the unit required replacement, but no replacement occurred.
- g) **August 11 — Inadequate hot water continued.** The hot-water problem persisted despite the maintenance request being marked completed.
- h) **August 12 — Dishwasher flooding.** The dishwasher leaked and flooded the kitchen floor.
- i) **August 16 — Bathroom faucet malfunction.** Black material discharged from the bathroom sink, and the faucet became stuck with the water running.
- j) **August 17 — Bathtub deterioration.** The bathtub paint bubbled and chipped.
- k) **August 17 — Central HVAC remained inoperable.** The tenants submitted another maintenance request for the continuing cooling failure.
- l) **August 17 — Inadequate hot water continued.** The tenants submitted another maintenance request for the unresolved hot-water problem.
- m) **August 18 — Stovetop burner overheated.** A stovetop burner became excessively hot while not in use.
- n) **August 22 — Black material continued.** Black material continued to discharge from the bathroom sink.
- o) **August 28 — Central HVAC still required replacement.** An HVAC technician confirmed that the unit required replacement, but it remained unrepaired.
- p) **September 7 — Portable AC failed to cool.** The portable air-conditioning unit stopped blowing cold air.
- q) **September 9 — Kitchen sink clogged.** The kitchen sink became clogged.
- r) **September 12 — Many defects remained unresolved.** The central HVAC still did not cool, the kitchen sink remained clogged, black material continued to discharge from the bathroom sink, and the toilet made a high-pitched noise after flushing.

14.

Melrose's on-site Management's only substantive reply (Mon, Aug 10, 4:42 PM) advises TENANTS to use methods other than the central air conditioning (HVAC) to keep their unit cool. Specifically, the text message stated:

This southern heat makes AC hard to keep cool. During the hottest parts of the day try not to open the door as much, use LED lights, heavy black out curtains on windows. Do not turn the AC down past 70 so this way it will let the machine catch up.

15.

Despite the fact that Unit 1505 is uninhabitable due to the broken HVAC and other defects listed above, Management for MELROSE continued to show and lease other units to other TENANTS instead of offering TENANTS a suitable place to live.

16.

On August 19, 2026, Crystal McKee, an employee of the Management company, was notified that Yaly Ben Harush was recovering from a recent ACL surgery and that the heat in her apartment was adversely affecting her recovery. Management was unsympathetic and continued to fail to make necessary repairs.

17.

On August 21, 2026, Najila pleaded with MELROSE Management (Crystal McKee) to have their central air conditioning repaired or replaced and asked for updates as to when it was supposed to be done.

18.

Without answering the question about repairs to the central air conditioning unit, Management representative Crystal McKee turned to Najila and asked "Are

you Israeli, too?” causing TENANTS to question whether their defective central HVAC was not being prioritized due to racial discrimination.

19.

MELROSE and Management have been given adequate time to perform the necessary repairs the PREMISES to make same suitable for the purposes for which the PREMISES was leased, *inter alia* residential occupancy, and have failed to do so, in violation of La. Civil Code article 2691 and in violation of the warranty of fitness for residential occupancy La. Civil Code article 2696.

20.

TENANTS inquired about early termination of the Lease due to the fact that the PREMISES was oppressively hot, and therefore essentially uninhabitable, and because MELROSE was either unwilling or unable to make the necessary repairs.

21.

TENANTS were told that the Lease could be terminated early *only if* they agreed to forfeit their security deposit and pay two month’s rent as an “Early Termination Fee” pursuant to Paragraph 12 of the Lease.

22.

As a result of the sweltering temperatures rendering the apartment uninhabitable, and Management and Melrose’s failure to repair the central HVAC unit, TENANTS were forced to vacate the premises on September 12, 2026.

23.

TENANTS desire the lease on the PREMISES to be cancelled or judicially dissolved for breach of warranty of fitness for the purpose leased and their security deposit to be returned in full.

24.

Further, TENANTS request the return of their security deposit and all rent they previously paid due to the fact that the PREMISES is and was uninhabitable due to the sweltering indoor temperatures.

25.

Further, as a direct and proximate result of the uninhabitable conditions, TENANTS have suffered additional damages, including damages for additional electric costs incurred due to having to continuously run portable air conditioning units, inconvenience, disruption to their use and enjoyment of the premises, for being functionally dispossessed of the PREMISES, and for mental anguish and emotional distress stemming from prolonged unresolved conditions creating unfit living environment.

26.

The amount of damages sought by TENANTS is within the jurisdictional limit of this Honorable Court.

WHEREFORE, petitioners, NAJILA LAWRENCE and YALY BEN HARUSH pray that:

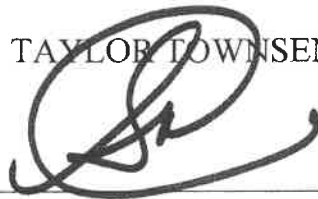
- A. ECA MELROSE OWNER LLC and GREEN ALPHA PROPERTY MANAGEMENT, LLC be cited and served with this petition and after all legal proceedings, there be judgment in favor of the petitioners cancelling the lease on the PREMISES and returning all rent paid as well as their security deposit;
- B. That there be judgment herein in Petitioners' favor and against the Defendant, awarding unto your Petitioners such amounts as will reasonably and adequately compensate them for all injuries and damages they have sustained as a result of Defendant's conduct; and

C. Judgment be rendered in favor of the Petitioners and against ECA MELROSE, LLC and GREEN ALPHA PROPERTY MANAGEMENT, LLC for legal interest from the date of judicial demand and for all costs of this proceeding.

D. Petitioners further pray for all such other relief as law, equity and the nature of the case may permit.

Respectfully Submitted,

T. TAYLOR TOWNSEND, LLC



T. Taylor Townsend, LSBA#20021
Shantel M. Wempren, LSBA#35585
725 Third Street
Post Office Box 784
Natchitoches, Louisiana 71458-0784
Phone: (318) 238-3612
Fax: (318) 238-6103
Email: Service@townsendlaw.com
*Attorneys for Plaintiffs, Najila Lawrence and
Yaly Ben Harush*