

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
File No. 26CV005596-590

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SHAHROOZ BHOPTI,

Plaintiff, pro se,

v.

MID-AMERICA APARTMENTS, L.P.,

Defendant.

## **PLAINTIFF'S PROPOSED FINDINGS OF FACT**

Bench trial de novo — August 5, 2026, 2:00 PM

### **FINDINGS OF FACT**

1. Plaintiff was a residential tenant of Defendant at MAA Uptown (formerly Post Uptown), 505 W. 7th Street, Unit 1215, Charlotte, for approximately nine years beginning in 2016, most recently under a lease executed in January 2025; Defendant has owned and operated the property since December 2016 — effectively the entire tenancy. The period at issue runs from approximately June 2024 through early 2026. *(Signed residential lease for 505 W. 7th Street, Unit 1215; Defendant's correspondence with Plaintiff dating from 2017 forward, Exhibits 8–10.)*
2. Plaintiff paid the full monthly rent of \$2,035 throughout the tenancy — approximately \$44,770 over 22 months — and had no missed or late payment before the eviction. *(Bank account records showing monthly rent payments.)*
3. For approximately 22 continuous months the unit suffered mold, water intrusion, and heating failures, reflecting a sustained pattern of neglect. Heat was inoperable for approximately 42 days between December 15, 2025 and January 26, 2026, leaving the unit without adequate heat during winter. *(Photographs of mold conditions; heating-failure and temperature records.)*
4. Plaintiff submitted more than 40 maintenance work orders through Defendant's resident portal over the tenancy, including repeated requests for these conditions; Defendant repeatedly cancelled or delayed the work without cure. *(Resident-portal maintenance work-order records, Exhibit 5.)*

5. Defendant had notice of serious security failures on the premises and declined to secure them. Defendant notified residents of a reported shooting on the property in June 2019 and, in the same notice, stated it "cannot and do not guarantee personal safety and security for our residents." (*Exhibit 9 — Defendant's incident notice.*) Defendant separately admitted that the resident storage to which it had assigned Plaintiff unit S8 was broken into (units S5–S8) through a door that "was unlocked," and when Plaintiff asked Defendant to install secure locks, Defendant refused. (*Exhibit 8 — Defendant's storage-security emails, party admissions.*)
6. Plaintiff gave Defendant repeated written notice of the conditions — through the work orders above and by written correspondence, including a certified letter delivered to Defendant on March 3, 2026 (USPS Tracking No. 9589 0710 5270 3276 4878 31); Defendant did not restore the premises within a reasonable time. (*Resident-portal records, Exhibit 5; USPS delivery record, Exhibit 11.*)
7. For years preceding the eviction, Defendant repeatedly alleged "noise" against Plaintiff but never objectively measured or substantiated a violation under the CMPD decibel ordinance it cited — admitting in 2017 that it had "no actual proof" while documenting warnings, and admitting in 2025 that it "do[es] not monitor decibel levels" and that police, when called, arrived after any sound had stopped — all while acknowledging nearby construction. (*Exhibit 10 — Defendant's noise emails, party admissions.*)
8. Defendant commenced eviction proceedings on or about February 9, 2026 — during active settlement discussion and days after Defendant's asserted lease-end date. (*Eviction filing, February 9, 2026.*)
9. The uninhabitable conditions and health and safety hazards forced Plaintiff from the unit at lease-end during a severe cold period, when outdoor conditions felt as low as approximately 0°F (apparent temperature −0.2°F on February 2, 2026, per official weather records). No affordable replacement was available on the compressed timeline, requiring Plaintiff to lease higher-cost replacement housing at 110 Frazier Avenue on February 27, 2026. (*Signed replacement lease for 110 Frazier Avenue; weather record for the departure dates.*)

#### **GROUNDED COMPENSATORY DAMAGES (ITEMIZED)**

Habitability abatement (N.C.G.S. § 42-42)

\$21,378

|                                                                           |                 |
|---------------------------------------------------------------------------|-----------------|
| Consequential rent step-up (\$3,485 replacement – \$2,035 MAA × 8 months) | \$11,600        |
| Storage (\$81/mo × 5 months)                                              | \$405           |
| Moving costs                                                              | \$2,500         |
| <b>Grounded compensatory damages — no less than</b>                       | <b>\$35,883</b> |

Damages escalate with the proof the Court adopts: **no less than \$35,883**, grounded and itemized above; up to **\$99,070** in catalog relief as pleaded; and treble exposure up to **\$297,210** under N.C.G.S. Chapter 75 upon a finding of an unfair practice — damages so attributable are trebled as of course (*Marshall v. Miller*, 302 N.C. 539 (1981); *Stanley v. Moore*, 339 N.C. 717 (1995)) — pleaded as a ceiling, not the lead request. Plaintiff's grounded request is no less than \$35,883.

The willful conduct pleaded in support of Chapter 75 includes: notice of security defects and refusal to cure them (Exhibits 8–9); years of "noise" allegations Defendant never substantiated under the ordinance it cited, culminating in an eviction filed during settlement discussions (Exhibit 10; N.C.G.S. § 42-37.1); and undisclosed charge increases across electronically-signed renewals. Whether these acts warrant treble relief is for the Court; Plaintiff's grounded request remains no less than \$35,883.

## RELIEF REQUESTED

Plaintiff's evidence establishes breach of the implied warranty of habitability (N.C.G.S. § 42-42(a)(2), (a)(4)) and retaliation contrary to the public policy declared in N.C.G.S. § 42-37.1 — the protected complaints and repair requests fall within that statute's twelve-month window before the February 9, 2026 filing — constituting, with the conduct found above, an unfair practice under N.C.G.S. § 75-1.1 (*Von Pettis Realty, Inc. v. McKoy*, 135 N.C. App. 206 (1999)). Plaintiff respectfully requests that the Court find the facts specially and state its conclusions of law (N.C. R. Civ. P. 52(a)), and award grounded compensatory damages of no less than \$35,883, together with such further relief as the Court deems just.

This the \_\_\_\_\_ day of August, 2026.

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