

Affirmed and Opinion Filed September 17, 2025



**In The
Court of Appeals
Fifth District of Texas at Dallas**

No. 05-24-00316-CV

**KRISTOPHER GUILLAUME, Appellant
V.
EKRE OF TX, LLC, Appellee**

**On Appeal from the County Court at Law No. 2
Dallas County, Texas
Trial Court Cause No. CC-24-00774-B**

MEMORANDUM OPINION

Before Justices Miskel, Kennedy, and Rossini
Opinion by Justice Miskel

On May 13, 2025, we dismissed this appeal under rule 42.1(a)(1). Appellant subsequently moved for rehearing, asserting that he did not request a voluntary dismissal under rule 42.1(a)(1) but rather an involuntary dismissal due to mootness under rule 42.3(a). We requested a response. Considering the motion along with the response and the reply received, we agree that appellant did not seek a voluntary dismissal, but we disagree that the case is moot. Accordingly, we deny the motion for rehearing, withdraw our May 13, 2025 memorandum opinion, and vacate our judgment issued the same day. This is now the opinion of the Court.

This is an appeal from a forcible-detainer judgment. Appellant Kristopher Guillaume, pro se,¹ argues that the justice court and county court lacked subject-matter jurisdiction over the forcible-detainer action because immediate possession depends on resolution of a related title dispute. During the pendency of this appeal, Guillaume moved to dismiss and have the judgment vacated, arguing that the appeal is now moot because appellee, EKRE of TX, LLC, sold the property at issue. We conclude the appeal is not moot and deny the motion to dismiss. We further conclude, on the merits of Guillaume’s only issue on appeal, that the lower courts had jurisdiction over the forcible-detainer action. Therefore, we affirm the county court’s judgment.

I. Background

The underlying forcible-detainer action concerns certain real property in Dallas County. In January 2023, Guillaume conveyed the property to EKRE by a general warranty deed. The same day, EKRE leased back the property to Guillaume² by a residential lease agreement. Among other terms, the lease set a monthly rent and established that failure to timely pay rent would constitute an event of default,

1 A pro se litigant is held to the same standards as a licensed attorney. *Henderson v. Freedom Mortg. Corp.*, No. 05-19-01258-CV, 2021 WL 1186149, at *1 (Tex. App.—Dallas Mar. 30, 2021, no pet.) (mem. op.). To do otherwise would give a pro se litigant an unfair advantage over a litigant who is represented by counsel. *Id.*

2 Guillaume leased the property with two other co-tenants who are not parties to this appeal. For ease of reference, we refer only to Guillaume unless stated otherwise.

which, if not timely cured, would authorize EKRE to terminate Guillaume's right to occupy the property.

In December 2023, EKRE filed a sworn petition for forcible detainer in Dallas County Justice Court, alleging that Guillaume failed to timely pay rent and to vacate the property in accordance with the terms of the lease. After a trial, the justice court rendered judgment for EKRE, awarding it possession of the property and back rent.

Guillaume appealed the justice court's judgment to county court. Following a trial de novo, the county court rendered judgment for EKRE, awarding it possession, back rent, and court costs. Guillaume timely appealed and has remained in possession of the property throughout the pendency of this appeal.

II. Motion to Dismiss

Before reviewing the merits of this appeal, we first address Guillaume's motion to dismiss due to mootness. We are prohibited from issuing advisory opinions and must, therefore, dismiss a case that becomes moot. *See ERCOT, Inc. v. Panda Power Generation Infrastructure Fund, LLC*, 619 S.W.3d 628, 634–35 (Tex. 2021). A case becomes moot when

(1) a justiciable controversy no longer exists between the parties, (2) the parties no longer have a legally cognizable interest in the case's outcome, (3) the court can no longer grant the requested relief or otherwise affect the parties' rights or interests, or (4) any decision would constitute an impermissible advisory opinion.

Id.

Guillaume contends that this appeal is now moot because EKRE conveyed the property to a third party and, therefore, holds no remaining legal or equitable interest in the property.³ EKRE concedes that it sold the property but contends that the appeal is not moot for two reasons. First, EKRE relies on the “well-settled rule” that if the interest of either party is purchased by a third party after the suit has commenced, the purchaser stands in the shoes of the seller, the sale does not moot the case, and “[t]he lawsuit may be continued in the name of the seller, or the court may exercise its discretion to allow the purchaser to be substituted in as a party in place of the seller.” *Welch v. Best in Class Real Est. Invs. LLC*, No. 14-23-00428-CV, 2024 WL 3980272, at *2 (Tex. App.—Houston [14th Dist.] Aug. 29, 2024, pet. denied) (mem. op.) (citing cases dating to 1855). Second, EKRE contends that, regardless of this well-settled rule, the third-party purchaser leased the property back to EKRE and it therefore retains “its rights in the property as landlord.”

Guillaume filed a reply but offered no argument or authority why the well-settled rule recognized in *Welch*, also an appeal from a forcible-detainer action, would not apply here; and we are aware of none. Additionally, Guillaume agrees that EKRE leased the property back from the third-party purchaser and that the lease

3 In support, Guillaume cites “*Scott v. J.F. Douthitt & Co.*, 961 S.W.2d 849, 855 (Tex. App.--Austin 1998),” a case we are unable to locate and does not appear to exist. Guillaume also cites “*Maddox v. Vantage Energy, LLC*, 361 S.W.3d 752 (Tex. App.--Fort Worth 2012),” a case that exists but discusses standing in a breach-of-contract case rather than mootness in a forcible-detainer action, and “*Black v. Washington Mutual Bank*, 318 S.W.3d 414, 417 (Tex. App.--Houston [1st Dist.] 2010, pet. denied),” which exists but does not discuss mootness or contain the quotation that Guillaume attributed to it.

authorizes EKRE to manage the property on behalf of the third-party purchaser. Guillaume does not dispute that such management authority includes the right to immediate possession. Separately, we also note that the county court's judgment awarded EKRE back rent. Neither party offered any reason why that issue would be moot.

For these reasons, we conclude that the appeal is not moot and, therefore, deny Guillaume's motion to dismiss.

III. Merits of Guillaume's Jurisdictional Challenge

In his opening brief on the merits, Guillaume raises several arguments. Altogether, he argues that the sale-leaseback transaction was a disguised loan and therefore void under the Texas Constitution. He then contends that this argument raises a genuine title dispute that must be resolved before the right to possession, thereby depriving the lower courts of jurisdiction. Overall, we construe his brief as only challenging the subject-matter jurisdiction of the lower courts on that basis. We conclude that Guillaume failed to provide the lower courts (or this Court) with specific evidence showing the existence of a title dispute that was so intertwined with the forcible detainer as to deprive the trial courts of jurisdiction.

A. Applicable Law

A forcible-detainer action is a procedure to determine the right to immediate possession of real property where there was no unlawful entry. *Rice v. Pinney*, 51 S.W.3d 705, 709 (Tex. App.—Dallas 2001, no pet.). It is intended to provide a

speedy, simple, and inexpensive means to obtain possession without resort to a title action. *Williams v. Bank of N.Y. Mellon*, 315 S.W.3d 925, 926–27 (Tex. App.—Dallas 2010, no pet.) (citing *Scott v. Hewitt*, 90 S.W.2d 816, 818–19 (Tex. 1936)). The only issue in a forcible-detainer action is which party has the right to immediate possession. *Rice*, 51 S.W.3d at 709. To prevail, a plaintiff need not prove title. *Id.* Rather, the plaintiff need only show sufficient evidence of ownership to demonstrate a superior right to immediate possession. *Id.*

Jurisdiction over forcible-detainer actions is expressly given to the justice court of the precinct where the property is located and, on appeal, to county courts for a trial de novo. *Id.* at 708; *see also* TEX. PROP. CODE ANN. § 24.004; TEX. R. CIV. P. 510.1–13. Justice courts have no jurisdiction to adjudicate title. *Rice*, 51 S.W.3d at 708 (citing TEX. GOV’T CODE ANN. § 27.031(b)); *see also* TEX. R. CIV. P. 510.3(e). Nor does the county court on appeal. *Rice*, 51 S.W.3d at 708–09. Its jurisdiction is confined to the jurisdictional limits of the justice court. *Id.*

The mere existence of a title dispute, however, does not deprive the justice court and, on trial de novo, the county court of jurisdiction. *Id.* at 709–10. They can lose jurisdiction if “the right to immediate possession *necessarily requires the resolution of a title dispute.*” *Id.* But in most cases, the right to immediate possession can be determined separately from title. *Id.* at 710.

When the issues of title and possession are not so intertwined, the related title dispute may be prosecuted concurrently with the forcible-detainer action in district

court. *Id.* at 709. This remains true “even if the other action adjudicates matters that could result in a different determination of possession from that rendered in the forcible-detainer suit.” *In re Am. Nat’l Invs., Corp.*, No. 05-17-00937-CV, 2017 WL 6503101, at *2 (Tex. App.—Dallas Dec. 19, 2017, orig. proceeding) (mem. op.) (quoting *H.K. Dev., Inc. v. Nguyen*, 229 S.W.3d 415, 437 (Tex. App.—Houston [1st Dist.] 2007, no pet.)). Jurisdiction is unaffected in this instance because “a judgment of possession in a forcible detainer action is a determination only of the right to *immediate possession* and does not determine the *ultimate* rights of the parties to *any* other issue in controversy relating to the realty in question.” *Id.* (quoting *Lopez v. Sulak*, 76 S.W.3d 597, 605 (Tex. App.—Corpus Christi 2002, no pet.)).

B. Standard of Review

Subject-matter jurisdiction is essential to the authority of a court to decide a case and is never presumed. *Tex. Ass’n of Bus. v. Tex. Air Control Bd.*, 852 S.W.2d 440, 443–44 (Tex. 1993). Issues of subject-matter jurisdiction may be raised for the first time on appeal. *In re United Servs. Auto. Ass’n*, 307 S.W.3d 299, 306 (Tex. 2010) (orig. proceeding). Whether a court has subject-matter jurisdiction is a question of law reviewed de novo. *Tex. Dep’t of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 226 (Tex. 2004). This includes, in an appeal from a county court’s forcible-detainer judgment, whether the right to immediate possession is so intertwined with title that the county court lacked authority to proceed. *Henderson*

v. Altura Realty LLC, No. 05-21-00860-CV, 2023 WL 3860428, at *2 (Tex. App.—Dallas June 7, 2023, no pet.) (mem. op.).

When determining whether subject-matter jurisdiction exists in a forcible-detainer action, we focus first on the plaintiff’s petition to determine whether the facts pleaded affirmatively demonstrate that jurisdiction exists. *Id.* We examine the pleadings, construing them in the pleader’s favor and taking as true the facts pleaded, and determine whether those facts support jurisdiction in the trial court. *Id.* To defeat the trial court’s subject-matter jurisdiction, “the defendant must provide specific evidence of a genuine title dispute that is intertwined with the issue of immediate possession.” *Id.*; *In re Catapult Realty Capital, L.L.C.*, No. 05-19-01056-CV, 2020 WL 831611, at *8 (Tex. App.—Dallas Feb. 20 2020, orig. proceeding and no pet.) (mem. op.) (combined orig. proceeding and appeal).

C. The Lower Courts Had Jurisdiction over This Forcible-Detainer Action.

In its January 2024 sworn petition, EKRE pleaded that in January 2023 it entered into a residential lease agreement with Guillaume; Guillaume failed to pay rent in September 2023 and all subsequent months; EKRE gave Guillaume written notice of proposed eviction followed by a notice of default, notice of termination of lease, and demand to vacate; and Guillaume failed to vacate the premises. Taking these allegations as true and construing them in EKRE’s favor, as we must, we conclude that these facts support subject-matter jurisdiction. *See Henderson*, 2023 WL 3860428, at *2; PROP. CODE § 24.004. Thus, for the lower courts to have been

deprived of jurisdiction, Guillaume must have provided “specific evidence of a genuine title dispute that is intertwined with the issue of immediate possession.” *See Henderson*, 2023 WL 3860428, at *2; *Catapult Realty*, 2020 WL 831611, at *8.

In the trial de novo in county court, no one testified, and the only evidence admitted were exhibits offered by EKRE: its warranty deed; its lease with Guillaume and the other tenants; its tenant ledger providing a rent accounting; its notice of proposed eviction; and its notice of default, notice of termination of lease, and demand to vacate. Guillaume appeared at the trial and argued that the deed and the lease are “intertwined” because EKRE could not have leased the property to them unless he sold the property to EKRE first. He stated that these transactions were under a “sale and stay program” and vaguely alleged fraud and deceptive practices were involved. He further alleged that in or around November 2023 he reached a new agreement with EKRE under which EKRE would participate in a rental assistance program and accept rent-relief payments on behalf of Guillaume—but EKRE allegedly reneged on the agreement. Finally, Guillaume alleged that EKRE had proposed to sell the property, allowing Guillaume to stay without owing anything and net \$75,000 out of the sale.

Guillaume’s vague allegations in the trial court of fraud, deception, and reneged agreements fall short of “specific evidence of a genuine title dispute that is intertwined with the issue of immediate possession.” *See Henderson*, 2023 WL 3860428, at *2; *Catapult Realty*, 2020 WL 831611, at *8; *Jaimes v. Fed. Nat. Mortg.*

Ass'n, No. 03-13-00290-CV, 2013 WL 7809741, at *5 (Tex. App.—Austin Dec. 4, 2013, no pet.) (mem. op.) (reviewing examples of what falls short of competent evidence, including unsworn statements at trial). We also note that, even if Guillaume had pointed to specific evidence that EKRE's deed was obtained by fraud, “[d]eeds obtained by fraud are voidable rather than void, and remain effective until set aside.” *Ford v. Exxon Mobil Chem. Co.*, 235 S.W.3d 615, 618 (Tex. 2007) (per curiam). Therefore, at the time of the de novo trial, there were grounds for determining immediate possession independent from title, and the justice court and county court had jurisdiction to hear the forcible-detainer action. *See Henderson*, 2023 WL 3860428, at *3.

On appeal, Guillaume raises a new argument: that the lower courts lacked jurisdiction because the sale-leaseback transaction is void. Specifically, he argues that in addition to the deed and the lease, there was a third agreement—an option-to-repurchase agreement. He argues that these three agreements should be construed together as a single agreement “used to disguise loans and evade usury laws.” Relying on the Texas Constitution, article XVI, section 50(c) and *Johnson v. Cherry*, 726 S.W.2d 4 (Tex. 1987), Guillaume argues the agreement is void and, therefore, no legal landlord–tenant relationship existed, thereby depriving the lower courts of jurisdiction.

“A mortgage of a homestead not expressly permitted by the Constitution is invalid.” *Johnson v. Cherry*, 726 S.W.2d 4, 6 (Tex. 1987) (citing TEX. CONST. art.

XVI, § 50). “All pretended sales of the homestead involving any condition of defeasance shall be void.” TEX. CONST. art. XVI, § 50(c). “[W]hether an instrument written as a deed is actually a deed or is in fact a mortgage is a question of fact[,] . . . resolved by ascertaining the intent of the parties as disclosed by the contract or attending circumstances or both.” *Johnson*, 726 S.W.2d at 6.

Guillaume has not pointed to any specific evidence he provided to the lower courts that raise this pretended-sale issue or touch on this question of intent. Guillaume never offered any option-to-repurchase agreement as evidence, and further, he never offered any evidence at all in the lower courts.⁴ All we have that might be relevant to Guillaume’s new claim on appeal are EKRE’s deed and lease agreement. Guillaume never directed the lower courts nor this Court to any particular provision in the deed or the lease that might suggest an intent for the transaction to be a disguised loan or pretended sale, and we are aware of none.

Contrast this case with *In re Gallegos*, a case relied on by Guillaume. No. 13-13-00504-CV, 2013 WL 6056666, at *5 (Tex. App.—Corpus Christi—Edinburg Nov. 13, 2013, orig. proceeding) (mem. op.). *Gallegos* involved a convoluted

4 Although the record on appeal shows Guillaume filed in the lower courts several unentitled documents, some of which include attached exhibits, none of these materials constitute competent evidence. Documents attached to pleadings are not evidence unless they are offered and admitted as evidence by the trial court. *Pitts v. Bank of N.Y. Mellon Tr. Co., N.A.*, 622 S.W.3d 596, 599 (Tex. App.—Dallas 2021, no pet.) (mem. op.); *Tex. Real Estate Comm’n v. Torres*, No. 05-22-01293-CV, 2024 WL 4945309, at *6 (Tex. App.—Dallas Dec. 3, 2024, no pet.) (mem. op.). Moreover, Guillaume has not identified anything in these materials that raise the pretended-sale issue, and, apart from general allegations of fraud, we’ve not identified any pretended-sale issue on our own review.

transaction between a property owner and a private lender that included a real estate note agreement, a warranty deed, and a leaseback. *Id.* at *1, *5. Several specific provisions in these documents evidenced an intent for the transaction to be a secured loan rather than a true sale. *See id.* Notably, the lease expressly stated that its “sole purpose” was for the lender to hold the property deed as part of a loan transaction and that “upon final payment on bank note the house will be return[ed] to the lessee.” *Id.* at *5. After the property owner died, the lender eventually filed a forcible-detainer action against the surviving spouse. *Id.* at *1–2. Separately, the surviving spouse filed a suit to quiet title in district court alleging the deed was void. *Id.* at *2. She also moved to dismiss the forcible-detainer action for lack of jurisdiction arguing that the issue of possession depended on resolution of the title dispute. *Id.* Ultimately, a court of appeals agreed with the surviving spouse that the right to possession necessarily required resolution of the title dispute thereby depriving the county court of jurisdiction. *Id.* at *6.

Unlike *Gallegos*, Guillaume never provided the lower courts with evidence of a genuine title dispute that is intertwined with the issue of immediate possession. *See id.* at *2, *5. Although both cases involve a sale-leaseback transaction, in *Gallegos*, the intent to disguise a loan could be readily ascertained from the specific evidence Gallegos provided to the county court, and Gallegos had a separately pending suit to quiet title in district court alleging the transaction was void. *See id.* Here, however, Guillaume has not identified anything in his deed, his lease, or other competent

evidence that might suggest the transaction was anything other than a sale-leaseback transaction. *See id.* Nor has he identified anything in the record showing that a title dispute that raised the pretended-sale issue (or was otherwise intertwined with the issue of immediate possession) was actually pending at the time the justice or county courts considered the forcible-detainer action. *See id.*; *Henderson*, 2023 WL 3860428, at *3. Finally, even if Guillaume had shown the existence of a title dispute, he has not demonstrated that “the right to immediate possession *necessarily requires the resolution of a title dispute*,” thus depriving the lower courts of jurisdiction. *See Rice*, 51 S.W.3d at 710.

Accordingly, we conclude that the justice and county courts had subject-matter jurisdiction over this forcible-detainer action. Having overruled Guillaume’s sole challenge on appeal, we affirm the judgment of the trial court.

IV. Conclusion

We deny Guillaume’s motion to dismiss and affirm the county court’s March 11, 2024 judgment for possession.

/Emily Miskel/
EMILY MISKEL
JUSTICE



**Court of Appeals
Fifth District of Texas at Dallas**

JUDGMENT

KRISTOPHER GUILLAUME,
Appellant

No. 05-24-00316-CV V.

EKRE OF TX, LLC, Appellee

On Appeal from the County Court at
Law No. 2, Dallas County, Texas
Trial Court Cause No. CC-24-00774-
B.

Opinion delivered by Justice Miskel.
Justices Kennedy and Rossini
participating.

On the Court's own motion, we **WITHDRAW** our memorandum opinion dated May 13, 2025, and **VACATE** our judgment of that date. This is now the judgment of the Court.

In accordance with this Court's opinion of this date, the county court's March 11, 2024 judgment for possession is **AFFIRMED**.

It is **ORDERED** that appellee EKRE OF TX, LLC recover its costs of this appeal from appellant KRISTOPHER GUILLAUME.

Judgment entered this 17th day of September, 2025.