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December 18, 2012

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**RE: George W. Kopf, Jr. v. PECO Energy Company  
PUC Docket No.: C-2012-2332993**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the following documents in the matter referenced above.

- Answer
- Answer & New Matter
- Motion to Dismiss
- Motion for Judgment on the Pleadings
- Preliminary Objection
- Exceptions
- Reply Exceptions
- Main Brief
- Reply Petition

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

Shawane Lee  
Counsel for PECO Energy Company  
SL/lo

cc: George W. Kopf, Jr. (*via regular mail*)



## REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by George W. Kopf, Jr. (“Complainant”) in the above-referenced matter on December 18, 2012. On October 24, 2012, Complainant filed a formal complaint against PECO Energy at docket number C-2012-2332993. In his formal complaint, Complainant claims that he purchased a duplex at 226 Green Street, Philadelphia, PA in October 2011. See Formal Complaint, attached hereto as Exhibit “1”. Complainant states that he has a tenant who leases the second floor apartment. The Complainant’s second floor tenant signed a lease agreement in 2006, which requires her to pay for the electric usage in the common area. See Exhibit “1”. The Complainant alleges that on October 15, 2012, PECO Energy advised him that he was in violation of 66 Pa.C.S. § 1529.1, in reference to foreign wiring. The Complainant states that he should not be in violation of section 1529.1 because his tenant agreed to pay for the utilities in the common areas. See Exhibit “1”. He also requests that he not be required to install a third meter for the common area. See Exhibit “1”.

Respondent, PECO Energy filed an Answer with New Matter on November 13, 2012, stating that the Complainant’s formal complaint should be dismissed pursuant to 66 Pa.C.S. §1529.1 and Ace Check Cashing, Inc. vs. Phila. Gas Works, Docket No. C-2008-2056428 (Final Order entered May 21, 2010). PECO Energy filed a Preliminary Objection on November 13, 2012, requesting dismissal of the informal complaint as the company’s actions were consistent with the law.

On November 29, 2012, Administrative Law Judge David A. Salapa issued an Initial Decision in the matter of George W. Kopf, Jr. v. PECO Energy. Co., C-2012-2332993 (“Initial Decision”). The Initial Decision sustained PECO Energy’s Preliminary Objections and ordered

dismissal of the formal complaint for failure to state a claim upon which relief can be granted. ALJ Salapa's Initial Decision is well-reasoned with ample support from the record. As detailed in the Initial Decision, the complaint does not set forth that PECO Energy violated any regulation, statute or order. Consistent with 66 Pa. C.S. § 1529.1, if foreign wiring is found at a property owner's premises, PECO Energy is required to transfer the service and the balance into the property owner's name until the condition is corrected.

The Commission should sustain the Initial Decision of ALJ Salapa. The Complainant does not allege that the ALJ made an error of law or abused his discretion in any manner. Instead, Complainant excepts to the decision issued by ALJ Salapa because he simply disagrees with the ALJ's decision. Pursuant to 52 Pa. Code 5.533(b), "[e]ach exception must . . . identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision," and "[s]upporting reasons for the exceptions shall follow each specific exception." Complainant's attempt to further litigation in this matter by simply disagreeing with the outcome of the Initial Decision without identifying any specific error of law or abuse of discretion fails to satisfy the requirements is procedurally improper and should be dismissed summarily.

By way of further response, the Complainant's exceptions clearly demonstrate that he has misapplied case law and requests the Commission to apply proposed policy. In his Exceptions, the Complainant argues that the property owner in Colgan v. PECO Energy, C-2010-2163186 (Order entered March 10, 2010), had circumstances similar to the case at bar and the case was ruled in the property owner's favor. The Complainant urges the Commission to apply the Colgan case in his case. The Colgan case; however, is not applicable here as Ace Check Cashing was decided after Colgan and is therefore the current precedent applied in foreign wiring cases. In his Exceptions, the Complainant also argues that the Commission proposed policy "Allowing

a Tenant to Notify the Utility of Willingness to Accept Financial Responsibility for Foreign Load Service” be adopted in this case. However, the proposed policy is not currently the law. As ALJ Salapa correctly articulated in his Initial Decision:

The Public Utility Code at 66 Pa.C.S. § 1529.1, requires that a public utility “shall forthwith list the account for the premises in question in the name of the owner” when a residential building contains one or more dwelling units not individually metered. 66 Pa. Pa.C.S. § 1529.1(b); Ace Check Cashing, Inc. v. Philadelphia Gas Works, Docket No. C-2008-2056428 (Order entered May 21, 2010).

The Complainant apparently believes that the statute at 66 Pa.C.s. § 1529.1 does not apply to this case. The Complainant asserts that he has a lease with Ms. DelRaso that requires her to pay for the electricity used in the common areas and Ms. DelRaso has agreed to continue paying for the electricity used in the common areas. The Complainant argues that, since Ms. DelRaso agreed to pay for the electricity used in the common area, the Respondent improperly transferred her account to him and improperly refused to transfer the account back to Ms. Del Raso..... The Complainant is incorrect for two reasons.

**First, the Public Utility Code does not authorize the Respondent to collect load charges from a tenant.** In Santos the Commission held that “the utility must...place the account in the landlord’s name upon discovery of the foreign load and collect unpaid bills only from the landlord.” (emphasis added) Santos at 14. ....**Second, the Complainant’s lease with Ms. DelRaso, where she agreed to pay for the electricity used in the common areas, cannot supersede the provisions of 66 Pa.C.S. § 1529.1.**

The record clearly demonstrates that the issue of foreign wiring and the balance transfer at the Complainant’s rental property has been properly decided and dismissed as a matter of law. As ALJ Salapa has determined, when a utility finds foreign load, the utility is required to transfer the tenant’s account, including any arrearages, into the landlord’s name. See 66 Pa.C.S.A. § 1529.1. ALJ Salapa correctly decided:

The Complainant, is therefore, responsible for Ms. DelRaso’s account balance, including arrearages, as of the date of discovery of the foreign load plus usage until such time as the Complainant removes the foreign load and the Respondent verifies the removal.....The Complainant may seek damages from Ms. DelRaso for any amounts she owes, pursuant to the lease, through the courts. Enforcement of the lease or other agreement between the

Complainant and Ms. DelRaso is outside the Commission's jurisdiction. Corazzini v. UGI Penn Natural Gas, Inc., Docket No. F-2009-2101282 (Order entered July 16, 2010).

Through his exceptions, the Complainant cannot attempt to revise current statutes and case law on the issue of 66 Pa.C.S. § 1529.1. ALJ Salapa correctly concluded that the Complainant's case should be dismissed as the complaint fails to state a claim upon which relief can be granted. Accordingly, ALJ Salapa's decision to dismiss the Complainant's case against PECO Energy should be upheld.

For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



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Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
Direct Dial: 215.841.6841  
Fax: 215.568.3389



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**GEORGE W. KOPF, JR.**

**COMPLAINANT**

**v.**

**PECO ENERGY COMPANY,**

**RESPONDENT**

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**Docket No. C-2012-2332993**

**CERTIFICATE OF SERVICE**

I, Shawane L. Lee, hereby certify that I have this day served a true copy of the foregoing Reply Exceptions upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**George W. Kopf, Jr.  
252 Bridge Street  
Drexel Hill, PA 19026**

Dated at Philadelphia, Pennsylvania, December 18, 2012



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Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
Direct Dial: 215.841.6841;  
Fax: 215.568.3389

**EXHIBIT “1”**

# PENNSYLVANIA PUBLIC UTILITY COMMISSION

## Formal Complaint Form

Please print in ink or type.

### 1. CUSTOMER (COMPLAINANT) INFORMATION

Your name, mailing address, county, telephone number, utility account number and service address:

Name George W. Kopf Jr. \_\_\_\_\_

Street/P.O. Box 252 Bridge St. \_\_\_\_\_ Apt # \_\_\_\_\_

City Drexel Hill \_\_\_\_\_ State Pa \_\_\_\_\_ Zip 19026 \_\_\_\_\_

County Delaware \_\_\_\_\_

Daytime Telephone Number Where We Can Contact You: (610 \_\_\_\_\_) 567  
3381 \_\_\_\_\_

E-mail Address (optional): kopfgeorge@yahoo.com \_\_\_\_\_

Utility Account Number 68243-02002 \_\_\_\_\_  
(from your bill)

**If your complaint involves utility service provided to a different address than your mailing address, please list this information below.**

Name Allesandra Del Raso \_\_\_\_\_

Street/P.O. Box 226 Green St. 2<sup>nd</sup> Floor \_\_\_\_\_

City Holmes \_\_\_\_\_ State Pa. \_\_\_\_\_ Zip 19043 \_\_\_\_\_

### 2. FULL NAME OF UTILITY COMPANY (RESPONDENT):

PECO

### 3. TYPE OF UTILITY (check one)

ELECTRIC

GAS

WATER

STEAM HEAT

WASTE WATER

MOTOR CARRIER

(e.g., taxi, moving company, limousine)

RECEIVED  
2012 OCT 24 AM 10:52  
PA. P.U.C.  
SECRETARY'S BUREAU

TELEPHONE

(local, long distance)

4. **COMPLAINT** (check one)

**A. In general, what is your complaint?**

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.
- Other (explain).

**B. State the facts of your complaint.**

Include any specific dates, times or places that may be important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

On October 15, 2012 PECO told me I am in violation of Section 1529.1(b) of the Pennsylvania Public Utility Code, 66 Pa. C.S. 1529.1. This is in reference to foreign wiring in a duplex I own. PECO is telling me I have to install a third meter for electric usage in the hallway, basement and outside light. I purchased this property October 2011 and the lease that came with the property and was signed by the tenant in 2006 states that the tenant is responsible for all utilities in the common area. I feel I should not be in violation since the tenant signed the lease agreeing to pay for the utility usage.

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**5. RELIEF**

How do you want your complaint to be resolved? Use additional paper if you need more space.

I would like the high bill complaint to be dismissed and not have to install a third meter.

**6. PROTECTION FROM ABUSE**

Answer the following question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility **AND** your complaint is about a billing problem, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety or welfare?

YES

NO

**7. PRIOR UTILITY CONTACT**

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES (includes appeals of BCS determinations)

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

**8. LEGAL REPRESENTATION (IF ANY)**

If you are represented by a lawyer in this matter you must provide your lawyer's name, address, telephone number, and e-mail address, if known.

Lawyer's Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

E-mail Address (If Known) \_\_\_\_\_



10-21-12

Allesandra DelRaso  
226 Green Ave Apt B  
Holmes, PA 19043  
484-908-2566

*To Whom it May Concern,*

I have been a tentant who has resided at 226 Green Ave since 2003. Since I have been livivng here I have always been responsible for the hallway lights and the outside lights. I am ok with paying this since its not much more a month on my bill. If you have any questions or concerns please feel free to contact me at 484-908-2566.

Thank you,

Allesandra DelRaso

*Allesandra DelRaso*

## APARTMENT LEASE AGREEMENT 42R

WHEN SIGNED, THIS LEASE AGREEMENT BECOMES A LEGAL BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THIS CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.

### This Agreement,

made Feb 15, 2007

1. Parties

between Elizabeth Jennings (Lessor) referred to here as Landlord  
and Alexandra Kay Collage (Lessee) referred to here as Tenant

2. Premises

Landlord agrees to rent to Tenant the apartment located at 224 Grand Ave., Myrtle Fla. 32127  
Which has 4 rooms and 1 bathroom.

3a. Length of Term and Use

The tenant will use the apartment for living purposes only. The length of this lease is twelve months  
one year (starting on March 15, 2007 and ending on March 15, 2008)

3b. Notice

This lease must be ended by giving notice in writing. A party must give the other written notice by Feb 15, 2007

4. Rent

If notice is not given then this lease will continue upon the same terms for a period of two months, and then from March to March until written days written notice is given by either party.

5. Place of Payment

The rent is 200.00 Dollars per Month to be paid on the 15th day of each Month. A security deposit of 200.00 is to be paid to the Landlord at the signing of this lease. See paragraph 2d.

6. Additional Rent

Rent is payable to the Landlord at 224 Chevron Road, Ardenmore, Pa. 15007

7. Landlord Promises

Tenant agrees to pay the Landlord for the costs and expenses of repairing damages to the apartment or the building caused by the Tenant, his guests, children or pets

If Tenant violates any term of this lease, then he will as additional rent pay any money owed to Landlord because of the violation.

A. Possession of the Apartment Landlord will give Tenant possession of the apartment at the start of this lease. (After agreed upon rent and security deposit are paid to the Landlord.)

If the Landlord is unable to give possession of the apartment for any reason beyond the control of the Landlord, then the Landlord is not responsible for any damages or inconvenience to the Tenant.

The Tenant cannot use any remedies in this lease during the time that the Landlord is unable to give the Tenant possession of the apartment beyond the Landlord's control

B. Heat Landlord is, is not (circle one) responsible for providing heat. If Landlord agrees to furnish heat, then he shall do so from the first day of October through the last day of May. Even if Landlord is not responsible for providing heat Landlord agrees to provide all equipment necessary to make heat (example: boiler, radiators, etc.)

Landlord is, is not (circle one) responsible for providing hot water. Even if Landlord is not responsible for providing hot water Landlord agrees to provide all equipment necessary to make hot water (example, hot water heater, winter/summer hookup in hot boiler, etc.)

C. Storage If possible, Landlord will make storage space available to the Tenant without charge. Tenant will not hold Landlord legally responsible for any damages to the stored items. Tenant may use the storage space only during the term of this lease and any items left longer than thirty (30) days after the end of this lease may be sold by the Landlord as rent for storage.

8. Tenant Promises

A. Payment of Rent Tenant will pay all rent or other damages as provided for in this lease when due at the address specified in Paragraph 5

If Landlord accepts late rent payments, that does not mean that Tenant is permitted to pay rent late at other times or that Landlord has given up his remedies under this lease.

B. Cleanliness & Repairs Tenant will keep the apartment clean from dirt, trash and other refuse matter. Tenant will keep the apartment in as good a condition as it was in when this lease started. Tenant is not responsible for normal wear and tear or damages caused by the Tenant, his guests, children or pets

Tenant must maintain plumbing, including drain pipes, and replace broken glass in windows and doors.

C. Requirement of Public Authorities Tenant will comply with all governmental regulation, ordinances or other law about Tenant and the use of the apartment

Tenant is responsible for all fines, costs, penalties or damages caused by Tenant's failure to comply with regulations, ordinances or other law. Tenant agrees to pay this money or repay Landlord if Landlord already paid the fines.

D. Fire Tenant will use every reasonable precaution against fire.

E. Give Up Possession Of The Apartment Tenant will peacefully give up possession of the apartment when this lease ends for any reason, including if the Tenant ends the lease by violating its terms.

At the end of the lease, Tenant will promptly give Landlord all keys to the apartment at the Landlord's office

F. Notice of Damage Tenant will give Landlord prompt written notice of any accident or damage that has occurred in the apartment or apartment building.

G. Utilities Tenant will promptly pay all gas, electric, or other utility bills for the apartment during this lease as agreed upon between Tenant and Landlord.

Landlord can make late utility payments for Tenant and collect this money as additional rent or by any other legal means

H. Tenant's Agent Must Be Approved If Landlord agrees in writing the Tenant can sublet the apartment, then Tenant must have the written permission of Landlord to use another person, including a rental agent, to sublet the apartment on the Tenant's behalf.

Any damages or costs caused by Tenant's failure to get Landlord's permission in writing are Tenant's responsibility and will be paid to Landlord as additional rent

9. Rules and Regulations

I. Identification by the Tenant (Tenant is Responsible For Any Costs or Damages To Landlord) Tenant agrees to pay for any costs or damages caused to Landlord because of a violation of any part of this lease caused by the Tenant, his family, guests or pets.

The rules and regulations of the building in which the apartment is located are printed on the fourth page of this lease and marked Schedule "A"

Tenant agrees that any reasonable changes to the rules made by Landlord are to be considered part of this lease as if they were written in Schedule "A"

Tenant agrees that he, his family and guests will follow all rules and reasonable new rules made by the Landlord.

10. Tenant Agrees

Tenant agrees that he will not do any of the following things without Landlord's written consent.

A. Use of Premises Tenant will not occupy the apartment for any purpose other than that agreed to in this lease.

B. Assignment & Subletting Tenant will not sublet the apartment or any part of it, or permit any other person to occupy the apartment or any part of it.

Tenant will not use the apartment or this lease as any form of collateral or equity with any person or firm (including a bank or bankrupcy court)

C. Sign Tenant will not put up any signs, show cases or business devices. If Tenant has written consent to put up these items, then at the end of this lease Tenant must remove them and restore the apartment to its original condition

Landlord can, at his option, remove any signs, show cases or business devices and restore the apartment to its original condition. The costs of removal and repair will be charged as additional rent to Tenant

D. Alterations and Improvements Tenant will not make any alterations, improvements or additions to the apartment. All alterations, improvements or additions become the property of the Landlord unless the Landlord gives written notice to the Tenant to remove them before the end of this lease. If Landlord gives notice that the Tenant must remove the alterations, improvements or additions and restore the apartment to the condition that it was in at the start of the lease.

If Tenant fails to remove an alteration, improvement or addition upon Landlord's request, then Landlord can remove it and collect the costs of removal and restoration as additional rent.

E. Machinery Tenant will not use or operate any machinery that is harmful to the building or is disturbing to other Tenants or neighbors.

F. Weights Tenant will not place more than 200 pounds of weights in any part of the apartment.

G. Insurance Tenant will not store any hazardous or flammable materials in the apartment or in any other part of the building. Should Tenant violate this Section of the lease, Tenant agrees to pay an additional rent any increase in insurance premiums caused by Tenant's violation of this section. The Landlord may also use other remedies against the Tenant in addition to the one contained in this section.

H. Removal of Goods Tenant will not remove or attempt to remove his property from the apartment other than what he removes on a daily basis without first having settled all financial obligations with the Landlord under this lease.

I. Vacate Apartment Tenant will not vacate nor permit a substitute to vacate the apartment before the end of this lease. Tenant agrees that Landlord shall have the right to do the following things in and about the apartment:

**11. Landlord's Rights**

A. Inspection of Apartment At reasonable times, Landlord or his representative may inspect the apartment and make repairs, alterations and additions to the apartment or apartment building.

B. Rules and Regulations Landlord may make rules and regulations necessary for the safety, care and cleanliness of the apartment and apartment building. When these new rules or regulations are given in writing to the Tenant, they become a part of this lease.

C. Sale or Rent Signs Landlord can display "For Sale" signs at any time. Landlord can display "For Rent" signs if either party gives notice to the other, or if the ending date of the lease is within three months.

With Landlord's permission, potential renters or buyers can inspect the apartment at reasonable hours.

D. Services Not Agreed To In This Lease Landlord may discontinue any facilities or services that are not specifically agreed to in this lease. Anything provided by Landlord as a courtesy is not part of this agreement and the Tenant does not pay for it as part of the rent.

**12. Responsibility of the Tenant**

A. Tenant agrees that he will be responsible, and that Landlord will not be responsible, for all liability because of injuries or damage to any person or property in the apartment. The injury or damage may arise from rent, snow, fire, breakage, leakage or other causes in any part of the apartment or the apartment building.

B. Tenant agrees to be responsible for all injuries or damages to his guests, family, children or pets or their property because of their misuse of any elevator hatches, openings, stairways, hallways or sidewalks in the apartment or apartment building.

**13. Property Destruction**

A. Total Destruction If the apartment is totally destroyed or badly damaged by causes other than the act of the Tenant, and the damage cannot be repaired or restored within sixty (60) days, then this lease will end at the time of the damage.

B. Partial Destruction If the damage can be repaired and the apartment restored within sixty (60) days, then the Landlord can promptly restore the apartment, or end this lease as of the date of the damage.

If the apartment is partially unusable and Tenant chooses to stay in the usable part, then the rent shall be reduced proportionately by the part of the apartment damaged until the damaged part is restored.

If a dispute arises about the amount of the rent that is due because of damage, Landlord and Tenant agree to pick a mutually acceptable arbitrator and be bound by his decision.

C. Damage for Interruption of Use Landlord is not responsible for costs to the Tenant because of inconvenience arising from the repair of any portion of the building, including the interruption of use of the apartment or the ending of this lease due to damage to the apartment or apartment building.

D. Condition of Apartment and Building The Landlord is not required to make any repairs or alterations at the beginning or this lease or any time during this lease unless required by law.

**14. Miscellaneous Conditions**

A. Effect of Repairs on Rent If the Landlord and Tenant enter into a separate contract to make repairs, alterations or additions to the apartment or building, that contract cannot be used by the Tenant as a reason to not pay rent.

B. Enforcement of Lease Terms Landlord has the right to enforce the terms of this lease. The fact that the Landlord may choose to not enforce a term does not mean that he has changed any of the terms.

C. Conduct of Tenant If the Landlord believes the Tenant's conduct is objectionable, he may notify the Tenant in writing. If the Tenant does not promptly and reasonably stop the objectionable conduct, the Landlord is entitled to use all of the remedies in this lease.

D. Failure of Tenant to Repair If Tenant fails to repair or maintain the apartment as agreed to in this lease, then Landlord at his option can do the repairs or maintenance and charge the Tenant for them as additional rent.

E. Agency  
 \_\_\_\_\_  
 Juror (No Agent)

is acting as (real estate agent, manager, other) and on behalf of the Landlord and is not responsible for the performance of any of the terms in this lease.

This agent will also not be a party to any actions or legal proceedings that are brought by the owner, Landlord or Tenant.

**15. Remedies of Landlord when Tenant Violates the Lease**

If the Tenant:

A. Does not pay the full amount of rent when due, including any additional money agreed to in this lease; or

B. Violates or fails to perform any term of this lease; or

C. Leaves the apartment or attempts to leave it without satisfying all financial obligations owed to Landlord for the full term of this lease;

The Landlord can:

A. Demand the entire balance of rent and all other money owed for the full term of this lease.

B. End this lease. Tenant will have no right to sue it by performance of any term he has broken. Landlord is entitled to the amount of rent due for the remaining term of this lease.

C. If the Tenant or Landlord leaves, assigns or sublets the apartment or any part of it, then the Tenant has approved the Landlord as his agent to collect all rents or other money due. Nothing in this paragraph relieves the Tenant of his obligations to pay the rent or other money that becomes due under this lease.

**16. Landlord's Right to Re-rent the Apartment**

In the event of any default stated in the section above, Landlord or anyone acting on Landlord's behalf can:

A. Lease the apartment or any part of the apartment. The original Tenant will pay as additional rent the difference, if any, between what is paid by the new Tenant during the term of this lease and what is still owed by the original Tenant under this lease.

B. The re-renting of the apartment by Landlord does not release the Tenant in this lease from paying the balance of his obligations (if any) to the Landlord.

**17. Landlord's Right to Eject the Tenant**

A. Landlord can file a Complaint to evict the Tenant in accordance with applicable law if the Tenant has failed to pay rent or any other money owed under this lease.

The Landlord must give the Tenant five (5) days' written notice to vacate the apartment. At the time the Landlord gives notice, this lease will end. The eviction complaint may be filed on the sixth day.

A hearing on the Landlord's eviction complaint cannot be held until twenty-five (25) days after the end of the five (5) day notice period.

18. Affidavit of Default  
(An Affidavit is a statement which a person legally swears is truthful)

19. Multiple Remedies

20. Condemnation  
(The power of the government to take private property for public use)

21. Subordination  
(Process by which a person's rights are ranked below the rights of others)

22. Notices

23. Subleasing and Assignment  
(This means someone taking over the Tenants or Landlord's rights under the lease for any reason)

24. Security Deposit

25. Inability to Give Possession

26. Captions

27. Severability

28. Special Clauses

B. If the Tenant should fail to perform any of his obligations under this lease, other than his failure to pay the rent, the Landlord will give the Tenant written notice informing the Tenant of the nature of his objectionable conduct.

The Landlord must give the Tenant five (5) days to stop the objectionable conduct. If the objectionable conduct has not been stopped within the five (5) day period or if the conduct re-occurs before the end of this lease, the Landlord may then give the Tenant five (5) days written notice to vacate the apartment. An eviction complaint may be filed at the expiration of this second five (5) day period.

A hearing on the Landlord's eviction complaint cannot be held until twenty (20) days after the end of the second five (5) day notice period.

C. The remedies given to the Landlord in this Section, including ending the lease and taking back possession of the leased premises, are not the Landlord's only remedies. The Landlord can take other action to collect rent, charges or any other money that the Tenant owes under this Lease.

If the Landlord chooses to begin eviction proceedings, he must first file an Affidavit with the court stating the facts necessary to authorize the court to evict the Tenant.

Landlord's remedies contained in this lease are not Landlord's only remedies against Tenant or Tenant's settlement. If Landlord should choose in one or more of the remedies contained in this lease, that does not mean that Landlord can not use other remedies in the lease.

Landlord can also take any other legal action not contained in this lease while using the remedies that are contained in this lease.

If the apartment is taken by any authority having power to condemn, then this lease will automatically end as of the date it is condemned. If only a part of the apartment is condemned, the lease will end as to that part on the date it is condemned.

If the entire apartment is condemned, the Tenant will no longer owe rent. If only part is condemned, the Landlord will reduce the rent proportionately by the amount of the apartment that is condemned.

If the part condemned makes the apartment unusable for Tenant's purposes, Tenant may end this lease. The Tenant will no longer owe rent once the Tenant notifies Landlord in writing that the apartment is unusable for Tenant's purposes due to condemnation.

No part of any condemnation award (money that the government gives another after it has taken property) will belong to the Tenant.

These terms also apply if a sale or other transfer of all or any part of the premises is made to avoid condemnation proceedings. After the lease ends because of a condemnation sale or other transfer, the Tenant must peacefully give up possession of the apartment or the part condemned. If the Tenant does not leave the premises, the Landlord has all the remedies set forth in this lease.

This lease is subject and subordinate (ranked lower) to the lien of any mortgage now on or later placed on the apartment or on the premises of which the apartment is a part (example: the apartment building in which the apartment is located).

If this is a sublease, it is also subject and subordinate to the terms of any prior lease which covers the apartment in this lease or the property of which the apartment is a part.

If any legal documents are necessary to make the subordination effective, the Tenant agrees to sign such documents when submitted to the Tenant for that purpose.

Landlord can give any notices required under this lease by delivering the notice to the apartment.

Tenant must give all notices required under this lease by registered mail to the address where rent is paid. The return receipt will be the only acceptable proof that the Tenant gave notice to the Landlord.

This lease will be binding upon the heirs, executors, administrators, successors and assigns of the parties. The Tenant will not assign this lease or sublet the apartment or any part of the apartment without the written consent of the Landlord. Landlord will not unreasonably refuse to give his consent.

If the Tenant has paid a security deposit to the Landlord:  
A. The amount of the deposit will not be more than two (2) months' rent for the first year and not more than one (1) month's rent in the following years. After five (5) years, the deposit may not be increased, even if the rent is increased.

B. The security deposit must be held in escrow by the Landlord. If it is more than \$100.00, it must be deposited into a bank escrow account. The Landlord will notify the Tenant as to the location of the deposit. He will pay the Tenant any interest at the end of the lease that is earned by the deposit. Security Deposit: Six Hundred Fifty Dollars (\$650.00)

C. Tenant may not apply a security deposit toward any rent payment without the written consent of the Landlord.

D. The security deposit may be applied by the Landlord to unpaid rent and to damages for which the Tenant is responsible. The Tenant is not responsible for normal wear and tear of the apartment.

E. After the Tenant moves out and the Landlord accepts the premises:

(1) The Tenant will give the Landlord his new address in writing.  
(2) The Landlord, within thirty (30) days of receiving the Tenant's new address, must provide the Tenant with a written list of any deductions for damages and unpaid rent, and must return the balance of the security deposit with any interest.

If the Landlord is unable to give possession of the apartment for any reason beyond the control of the Landlord, then the Landlord is not responsible for any damages or inconvenience to the Tenant during the period that the Landlord can not give possession. All rights and remedies as agreed in this lease are unenforceable during the period that the Landlord is unable to give possession for reasons beyond his control.

The Captions used in this lease are for the purpose of convenient reference only and are not intended to express the full meaning of the clauses they accompany.

If any section, sentence, clause, term or requirement of this lease is found to be unenforceable for any reason, the remaining portions of this lease will remain effective.

The parties agree to each section or paragraph of this lease separately, and further agree to be bound by the remaining terms of this lease as if the unenforceable parts are not a part of this lease.

1. The last month rent of Six Hundred Fifty Dollars (\$650.00) has been paid in full.
2. The Lessee shall pay for all utilities including the common area, except water.
3. The Lessee shall pay for water only.
4. No water-beds permitted.
5. No pets allowed.
6. One set of keys issued.

28. Entire Agreement

THIS LEASE REPRESENTS THE FINAL AND COMPLETE AGREEMENT BETWEEN THE LANDLORD AND TENANT. ANY ORAL OR WRITTEN PROMISE REGARDING THE LEASED PREMISES MADE BY EITHER PARTY BEFORE THE SIGNING OF THIS LEASE AND NOT INCLUDED IN THIS LEASE IS NOT ENFORCEABLE.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS LEASE.

Landlord and/or Managing Agent: Elizabeth O'Donnell (Owner)  
Alexandra Van Dolfus (Lessee)

**THE PARTIES:**

Intending to be legally bound by the terms of this agreement, sign their names below:  
 Landlord: Elizabeth O'Donnell  
 Tenant: Alexandra Van Dolfus

**RULES & REGULATIONS**

No person will block the public halls, stairways, or other common areas with any object for any reason.  
 Tenants will not make any disturbing noises in the building or permit any other persons, such as the Tenant's family, guests or pets to make disturbing noises in the building.  
 Tenants also agrees that he will not do anything in the building, nor allow his family, guests or pets to do anything that will disturb the other Tenants.  
 No person in the apartment will play musical instruments, television, radio or other devices between the hours of 10:30 P.M. and 3:00 A.M. if it disturbs or annoys the other Tenants.  
 The Landlord is not responsible for any article left with an employee of the Landlord or left in any part of the building.  
 No baby carriages or bicycles are allowed in elevators, hallways or any other common areas of the building.  
 Tenants will keep the apartment clean and will not sweep or throw, or allow others to sweep or throw, dirt or refuse into a hallway, out a window or out a door.  
 No person will block a fire escape with any object whatsoever.  
 Nothing can be hung from windows, balconies or placed upon exterior window sills.  
 Persons in the apartment will use sinks and toilets for normal purposes only. No dirt, rubbish or other articles will be put into them. Any damages resulting from the misuse of sinks or toilets will be paid by the Tenant as additional rent.  
 Children may not be left unattended in the halls or other common areas of the building except for areas specifically designated by the Landlord.  
 Tenants will use washers and dryers, if any, only as the Landlord permits in writing.  
 No pets are allowed in the building without the written consent of the Landlord.  
 The Landlord can change or add any rule as is needed in his judgement for the safety, care, maintenance, operation and cleanliness of the building. Any change or additional rule becomes effective and part of this lease as soon as the Landlord gives written notice of the rule to the Tenant. At that time, the Tenant will consider the change as part of this lease.  
 Tenants agrees that the apartment will not be occupied by more than 4 people.

**APARTMENT LEASE**

404 - 494 - 3746  
 454 - 988 - 2526  
 494 - 461 - 4215

Alexandra Van Dolfus

TO  
 Apartment No. 226 Green Ave., 2nd Fl.

Holmes, Pa. 19043  
 Rent: \$595.00 per month  
 Dated: 15 March 2006  
 Term: One Year

**ASSIGNMENT OF LEASE RIGHTS**

Tenant hereby assigns and/or gives to \_\_\_\_\_ all of his rights under this lease, agrees to comply with all of the terms of this lease as if he was the original Tenant.

Tenant No. 1: \_\_\_\_\_ Tenant No. 2: \_\_\_\_\_  
 Landlord or Managing Agent: \_\_\_\_\_

WITNESSES

586 3381



October 15, 2012

GEORGE W KOPF JR  
252 BRIDGE ST  
DREXEL HILL, PA 19026

RE: Acct # 68243-02002  
226 GREEN ST  
2ND FLOOR  
PHILADELPHIA PA 19043

Dear Sir:

On 10-10-12 a PECO field technician visited the above referenced property in response to a high bill complaint. The technician found out door light and lights in common hall on 2<sup>nd</sup> floor. This is known as foreign wiring. Please have your electrician check for any additional foreign wiring that may not have been detected at the time of the field visit.

When PECO identifies foreign wiring, Pennsylvania State Law requires the electric service to be transferred into the name of the landlord, until the wiring is properly corrected. (Per Section 1529.1(b) of the Pennsylvania Public Utility Code, 66 Pa. C.S. 1529.1)

Please be advised that the electric service for the accounts in question will be transferred into your name effective immediately. **If any of the current tenant's balance due is attributable to the found foreign wiring, the entire balance will be transferred into your name as well.** The service can only go back into your tenants name if you have your electrician correct the wiring for each apartment.

If you have completed the repairs, or have any questions regarding this matter, please telephone 215-841-6594.

Cordially,  
Tim Fisher  
High Bill Field

800-494-4000  
Mr. Mrotek