

**DAVID HATCHIGIAN**  
2414 Township Line Road  
Havertown, PA 19083-5236  
david3091@outlook.com

---

January 10, 2021

Administrative Law,  
Honorable Judge Darlene D. Heep  
Suite 4063  
801 Market Street  
Philadelphia Pa. 19107  
215-560-2105 fax 215-560-3133

RE: C-2020-30221199 DAVID HATCHIGIAN VS. PECO ENERGY COMPANY

Dear Honorable Darlene D. Heep

Per agreement on January 6, 2021 call in Telephonic Hearing I was asked and agreed to supply the Court and Defendant copies of the following documents.

- 1) Brijette Cannady & Tyrone Zachary & Leticia S. Marks and Jaclyn Mahoney, Joseph J. Branconi, & Michele D. Mahoney residential lease's
- 2) City of Philadelphia LOI to Electrical Contractors date February 1998 requiring that all apartment owners install a hard wire fire alarm system .
- 3) Partners for Good Housing Requirements for one and two-family dwellings are required to install smoke alarms powered by the building's primary power or a non-removable (sealed ) 10-year battery. P-7
- 4) PECO LOI TO Plaintiff dated March 6, 2014 **NOT A LAW, STATUE OR SECTION OF OUR TARIFF. # 4-4a**
- 5) Pa. Energy Consumer Bill of Rights quoting *BEFORE YOUR SERVICE IS SHUT OFF, YOUR UTILITY COMPANY WILL TAKE THE FOLLOWING STEPS:SEND YOU A TEN DAY NOTICE.* P-4A

Any questions please call or e/m.

January 10, 2021

page two of two

C-2020-30221199-DAVID HATCHIGIAN VS PECO ENERGY COMPANY

*David Hatchigian*

Enclosures ( 32 )

Forward USPS 3817 & Fax 215-560-3133 & e/m [Khadijah.scot@exeloncorp.com](mailto:Khadijah.scot@exeloncorp.com)

CC: Khadijah Scott Esquire  
PECO ENERGY COMPANY  
2301 Market Street  
23rd Floor  
Philadelphia Pa. 19103  
215-841-6841  
[Khadijah.scott@exeloncorp.com](mailto:Khadijah.scott@exeloncorp.com)

**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POST MASTER

Received From:  
 David Hatchigian  
 2414 Township Line Road  
 Havertown, PA 19083-5236

One piece of ordinary mail addressed to:  
 ADMINISTRATIVE LAW JUDGE DARLENE D. HEBB  
 SUIT 4063  
 801 MARKET STREET  
 PHILA PA 19107

PS Form 3817, January 2001



U.S. POSTAGE PAID  
 MERION STATION, PA  
 19066  
 JAN 11, 21  
 AMOUNT  
**\$1.50**  
 R2304M115829-25

**U.S. POSTAL SERVICE CERTIFICATE OF MAIL**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POST MASTER

Received From:  
 David Hatchigian  
 2414 Township Line Road  
 Havertown, PA 19083-5236

One piece of ordinary mail addressed to:  
 HADISAH SCOTT BSQUIRE  
 PECO ENERGY COMPANY  
 2301 MARKET STREET  
 23<sup>RD</sup> FLOOR  
 PHILA PA 19103

PS Form 3817, January 2001



U.S. POSTAGE PAID  
 MERION STATION, PA  
 19066  
 JAN 11, 21  
 AMOUNT  
**\$1.50**  
 R2304M115829-25

TRANSMISSION VERIFICATION REPORT

TIME : 01/10/2021 10:04PM  
NAME :  
FAX :  
TEL :  
SER. # : U64221H9N247019

DATE, TIME	01/10 09:36PM
FAX NO. /NAME	2155603133
DURATION	00:28:09
PAGE(S)	34
RESULT	OK
MODE	STANDARD

FAX (610) 527-7516

(610) 446-7257 ANS. MACHINE

**DAVID HATCHIGIAN**  
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*Havertown, PA 19083-5236*  
david3091@outlook.com

January 10, 2021

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Honorable Judge Darlene D. Heep  
Suite 4063  
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Dear Honorable Darlene D. Heep

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- 1) Brijette Cannady & Tyrone Zachary & Leticia S. Marks and Jaclyn Mahoney, Joseph J. Branconi, & Michele D. Mahoney residential lease's

FRONT DR 85

APT 95 ORIGINAL

RESIDENTIAL LEASE  
COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1995

LR 1773

This form recommended for but not restricted to use by members of the Pennsylvania Association of REALTORS®

267-625-7528 19211222

- 1. DATE of Lease MARCH 24, 2016
- 2. TENANT: (list all Tenants) BRIJETTE  
 Name (1) Brijetta Cannady (2) Tyrone Zachary (3) Leticia S. Marks  
 Mailing Address 912 North 67th Street Philadelphia Pa. 19151  
 Phone Number(s) (Brijetta) 267-625-7595 (Tyrone) 1-856-308-4174 (Leticia) 1-856-491-5122  
 Name \_\_\_\_\_  
 Mailing Address Leticia 235 S. Jackson Street Woodbery N.J. 08096  
 Phone Number(s) 1-856-491-5122
- 3. LANDLORD: (list all Landlords)  
 Name David Hatchigian  
 Mailing Address 2414 Township line Road Havertown Pa. 19083  
 Phone Number(s) 610-446-7257  
 Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone Number(s) \_\_\_\_\_
- 4. AGENT FOR THE LANDLORD is N/A
- 5. PROPERTY  
 Landlord agrees to rent to Tenant the following Property: 7512 Brentwood Road Second Floor Philadelphia Pa. 19151

- 6. STARTING AND ENDING DATES OF LEASE (also called "Term")
  - A. Starting Date: This Lease starts on April 1, 2016 at 12 Noon.
  - B. Ending Date: This Lease ends on March 31 2017 at 12 Noon.

- 7. RENEWAL TERM  
 This Lease will automatically renew for a term of Month to Month at the Ending Date unless:
  - A. Tenant gives Landlord thirty (30) days' written notice before Ending Date or before the end of any Renewal Term, OR
  - B. Landlord gives Tenant thirty (30) days' written notice before Ending Date or before the end of any Renewal Term.
  - C. For Month to Month Leases Only: Either Landlord or Tenant may end a month to month Lease by giving 30 days' written notice on or before the day the next rent is due.

- 8. RENT
  - A. The total amount of rent due over the term of this Lease is \$ 10,800
  - B. The total rent due each month is \$ 900
  - C. Rent is due on or before the first (1) day of the month.
  - D. Tenant pays a late charge of \$ 6% 54 if rent is more than three (3) days late.
  - E. Tenant makes payments to: address Citizens Bank (4503)

9. BEFORE MOVING IN, TENANT PAYS

	Paid	Due
A. Part of a month's rent if Tenant takes possession before first regular due date	\$ _____	\$ _____
B. First month's rent	\$ _____	\$ <u>900</u>
C. Security deposit for utilities -gas and water,	\$ _____	\$ <u>900</u>
D. Security Deposit	\$ _____	\$ _____
Security Deposit for Apartment	\$ _____	\$ <u>900</u>
Total rent and security deposit received to date	\$ _____	\$ _____
Total amount due before Tenant moves in	\$ _____	\$ <u>2,700</u>

- 10. USE OF PROPERTY
  - A. Tenant will use property as a residence or ONLY
  - B. Not more than three (3) people will live on property.

- 11. UTILITIES AND SERVICES
  - A. Landlord will pay for
    - cold water
    - gas
    - electricity
    - snow removal
    - heater maintenance contract
    - other \_\_\_\_\_
  - B. Tenant will pay for
    - cold water
    - gas
    - electricity
    - snow removal
    - heater maintenance contract
    - other \_\_\_\_\_
  - hot water
  - heat
  - lawn and shrubbery care
  - water cost over yearly charge
  - sewage costs and maintenance
  - trash removal

TENANT(S) Initials IZ BC JSM

LANDLORD(S) D.H. Initials \_\_\_\_\_

1 B.C.

B.C.

12. **CONDITION OF PROPERTY**

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows:  
N/A

13. **SPECIAL CLAUSES** (Any Special Clauses must comply with the Pennsylvania Plain Language Consumer Contract Act.)

- (1) SPECIAL CLAUSES
- (2) (SECURITY DEPOSIT ADDENDUM
- (3) INSPECTION SHEET
- (4) RENTAL LICENSE
- (6) FIRE AND CARBON MONOXIDE ADDENDUM

14. **RULES AND REGULATIONS**

- A. Rules for use of the Property are attached.  Yes  No
- B. Tenant promises to obey the Rules.
- C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety, or welfare of others.

15. **SECURITY DEPOSIT**

- A. Landlord cannot make Tenant pay a security deposit of more than two-months' rent the first year, and one-months' rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised.
- B. If the security deposit is more than \$100, Landlord must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- C. After the second year (if Tenant continues to live on Property), Landlord must keep the security deposit in an escrow account that earns interest. Landlord may keep 1 percent of the interest. Landlord must pay Tenant the balance of the interest once a year.
- D. Landlord can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.
- F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to Tenant) within 30 days.

16. **POSSESSION**

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
  - 1. change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available;
  - OR
  - 2. end the lease and have all money already paid as rent or security deposit returned.

17. **RENT INCREASES**

- A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real estate taxes and water and sewer charges.
- B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

18. **LANDLORD'S RIGHT TO ENTER**

- A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, or show the Property to prospective buyers.
- B. Landlord will give Tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, Landlord may enter Property without notice. If Tenant is not there, Landlord will tell Tenant who was there and why within 24 hours of the visit.

19. **TENANT'S CARE OF PROPERTY**

Tenant, Tenant's family and guests agree to obey all laws and Rules that apply to Tenant.

- A. Tenant will:
  - 1. Keep the Property clean and safe.
  - 2. Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.
  - 3. Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.
  - 4. Tell Landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by Tenant's willfull, careless, or unreasonable behavior.
- B. Tenant will not:
  - 1. Keep any flammable materials on the Property.
  - 2. Willfully destroy or deface any part of the Property.
  - 3. Disturb the peace and quiet of other tenants.
  - 4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant understands that any changes or improvements will belong to Landlord.
- C. Repairs By Tenant: Tenant will pay to repair any item in or on the Property that costs less than \$N/A. Tenant also will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care.

20. **SMOKE DETECTORS**

- A. Tenant will maintain and test (monthly) any smoke detectors on the Property.
- B. Tenant will notify Agent or Landlord of any broken smoke detector(s).
- C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.

TENANT(S) TR BC JSM  
Initials

LANDLORD(S) D.H.  
Initials

B.C.

BC

21. LANDLORD WILL MAINTAIN PROPERTY

- A. Landlord will keep the Property and common areas in reasonable condition and as required by law.
- B. Landlord will keep the structural parts of the Property in good working order, including:
 

ceilings	roof	doors
steps	floors	walls
porches	windows	
- C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:
 

air conditioning	sanitary	drainage
security	electrical	ventilation
heating	water heating	plumbing
- D. Landlord will keep Property reasonably free of pests, rodents and insects. **This does not apply if Property is a single-family dwelling.**
- E. Landlord will supply utilities and services listed in paragraph 11 (Utilities and Services) of this Lease, unless the service is interrupted for reasons beyond the Landlord's control.
- F. Landlord cannot increase rents, decrease services, or threaten to evict Tenant because Tenant
  1. complains to a government agency or to Landlord about a building or housing code violation.
  2. organizes or joins a Tenant's organization.
  3. uses Tenant's legal rights in a lawful manner.

22. NO PETS

Tenant will not keep any pets on any part of the Property without Landlord's written permission.

23. FIRE OR OTHER DAMAGE

- A. If the Property is accidentally damaged (fire, flood, etc.)
  1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR
  2. If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
- B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

24. AFTER NOTICE TO END LEASE

- A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.
- B. Landlord may put up For Sale or For Rent signs on or near Property.
- C. Tenant agrees to move out peacefully when Lease is ended.

25. SALE OF PROPERTY

- A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:
  1. The name, address, and phone number of the new landlord.
  2. Where rent is to be paid.
  3. Notice that the security deposit has been given to the new landlord, who will be responsible for it.
- B. Tenant agrees that Landlord may transfer Tenant's money and advance rent to the new landlord.
- C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.
- D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

26. IF TENANT BREAKS LEASE: WAIVER OF RIGHTS

- A. Tenant breaks this Lease if
  1. Tenant does not pay rent or other charges.
  2. Tenant leaves (abandons) Property before the end of this Lease.
  3. Tenant does not move out when supposed to.
  4. Tenant fails to do anything Tenant agreed to in this Lease.
- B. **Non-Payment of Rent:** If Tenant breaks Lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE DAYS is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant. **TENANT IS WAIVING (GIVING UP) TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.**
- C. **Other Lease Violations:** If Tenant breaks any other term of this Lease, Landlord must give Tenant a written notice describing the violation and giving Tenant FIVE DAYS to correct the problem. If Tenant does not correct the problem, Landlord can then give Tenant FIVE DAYS' written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict Tenant on the sixth day. **TENANT IS WAIVING (GIVING UP) TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.**
- D. **If Tenant Breaks Lease for any Reason, Landlord may**
  1. **Recover possession of the Property (evict Tenant).** If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
  2. **File a lawsuit against Tenant** for rents and charges not paid and for rents and charges for the rest of the Lease term.
  3. **Keep Tenant's Security Deposit.**

TENANT(S)  
Initials

TZ BC JEM

LANDLORD(S) D.H.  
Initials

B.C.

B.C.

27. IF GOVERNMENT TAKES PROPERTY

- A. The government or other public authority can take private property for public use. The taking is called *condemnation*.
- B. If any part of the Property is taken by condemnation, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advance rent.
- C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.

28. SUBLEASING AND ASSIGNMENT

- A. Landlord may transfer this Lease to another Landlord. Tenant agrees that this Lease remains the same with the new landlord.
- B. Tenant may not transfer this Lease or *sublease* (rent to another person) this Property without Landlord's written permission. Landlord will be reasonable about giving written permission.

29. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER

Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)

TENANT IS WAIVING (GIVING UP) TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.

30. MEDIATION

- A. *Mediation* is a way of resolving disputes. A *mediator* helps the disputing parties reach an agreeable solution without having to involve the courts.
- B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS® or to another mediator. Landlord and Tenant can agree to mediation as a part of this Lease (by signing a mediation form to attach to this lease), or they can sign an agreement to mediate after a dispute arises.

31. INSURANCE AND RELEASE

- A. Tenant understands that
  - 1. LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY OR GUESTS.
  - 2. TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.
- B. Landlord is not liable or responsible for any injury or damage that occurs on the Property and Tenant agrees to pay any loss or claim, including attorney's fees, that result from the damage or injury.
- C. Landlord is responsible for any injury or damage that results from Landlord's carelessness.
- D. Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

32. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

33. ENTIRE AGREEMENT

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

34. NOTICE BEFORE SIGNING

THIS LEASE IS A LEGAL CONTRACT. IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO TALK TO A LAWYER BEFORE SIGNING THIS LEASE.

WITNESS _____	TENANT _____	DATE 3/26/16
WITNESS _____	TENANT _____	DATE 3/26/16
WITNESS _____	TENANT <u>Jessica S. Marko</u>	DATE 3/26/16
WITNESS _____	LANDLORD _____	DATE _____
WITNESS _____	LANDLORD _____	DATE _____
WITNESS _____	LANDLORD _____	DATE _____

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Owners (Landlord) \_\_\_\_\_ (name of current Landlord)  
 now assigns or transfers this Lease to \_\_\_\_\_ (name of new landlord)  
 his heirs and estate. The new Landlord has all the rights and responsibilities of the Landlord under this Lease.

WITNESS _____	LANDLORD _____	DATE _____
WITNESS _____	LANDLORD _____	DATE _____
WITNESS _____	LANDLORD _____	DATE _____
WITNESS _____	LANDLORD _____	DATE _____

DAVID COPY

RESIDENTIAL LEASE  
COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1995

LR 1770

This form recommended for but not restricted to use by members of the Pennsylvania Association of REALTORS®

FE. DR.

85

BUILDING

DR. 85

APT 13

1. DATE of Lease NOVEMBER 19, 2015 1921 1227

2. TENANT: (list all Tenants)  
Name JACLYN MAHONEY, JOSEPH J. BRANCONI, MICHELE D. MAHONEY  
Mailing Address 248 HORSESHOE DR. GARNET VALLEY, PA. 19060  
Phone Number(s) 267-449-2549 288-418-4877 610-246-8616  
Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone Number(s) \_\_\_\_\_

3. LANDLORD: (list all Landlords)  
Name DAVID HATCHIGIAN  
Mailing Address 2414 TOWNSHIP LINE ROAD HAVERTOWN PA. 19083-5236  
Phone Number(s) 610-446-7257  
Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone Number(s) \_\_\_\_\_

4. AGENT FOR THE LANDLORD is DAVID HATCHIGIAN

5. PROPERTY  
Landlord agrees to rent to Tenant the following Property: 7512 BRENTWOOD ROAD FIRST FLOOR  
PHILADELPHIA PA. 19151

6. STARTING AND ENDING DATES OF LEASE (also called "Term")  
A. Starting Date: This Lease starts on NOVEMBER 19, 2015, at 12 Noon.  
B. Ending Date: This Lease ends on NOVEMBER 30, 2016, at 12 Noon.

7. RENEWAL TERM  
This Lease will automatically renew for a term of MONTH TO MONTH at the Ending Date unless:  
A. Tenant gives Landlord 60 days' written notice before Ending Date or before the end of any Renewal Term, OR  
B. Landlord gives Tenant 30 days' written notice before Ending Date or before the end of any Renewal Term.  
C. For Month to Month Leases Only: Either Landlord or Tenant may end a month to month Lease by giving 30 days' written notice on or before the day the next rent is due.

8. RENT  
A. The total amount of rent due over the term of this Lease is \$ 10,800  
B. The total rent due each month is \$ 900  
C. Rent is due on or before the FIRST day of the month.  
D. Tenant pays a late charge of 6% if rent is more than THREE days late. \$ 54  
E. Tenant makes payments to: address 2414 TOWNSHIP LINE ROAD, HAVERTOWN PA. 19083

9. BEFORE MOVING IN, TENANT PAYS  
A. Part of a month's rent if Tenant takes possession before first regular due date Paid \$ \_\_\_\_\_ Due \$ 360  
B. First month's rent Paid \$ \_\_\_\_\_ Due \$ \_\_\_\_\_  
C. ONE MONTH FOR UTILITIES WATER AND GAS Paid \$ \_\_\_\_\_ Due \$ 900

D. Security Deposit Paid \$ \_\_\_\_\_ Due \$ 900  
Total rent and security deposit received to date \$ \_\_\_\_\_  
Total amount due before Tenant moves in \$ 2,160

10. USE OF PROPERTY  
A. Tenant will use property as a residence or ONLY  
B. Not more than THREE people will live on property.

11. UTILITIES AND SERVICES  
A. Landlord will pay for  
 cold water  
 gas  
 electricity  
 snow removal  
 heater maintenance contract  
 other \_\_\_\_\_  
 hot water  
 heat  
 lawn and shrubbery care  
 water cost over yearly charge  
 sewage costs and maintenance  
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 heat  
 lawn and shrubbery care  
 water cost  
 sewage costs and maintenance  
 trash removal

TENANT(S) JM SB Initials

LANDLORD(S) D.H. Initials

J.M

J.M.

12. **CONDITION OF PROPERTY**

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows:  
NONE

13. **SPECIAL CLAUSES** (Any Special Clauses must comply with the Pennsylvania Plain Language Consumer Contract Act.)

- 1) SEE ATTACHED 1)SPECIAL CLAUSE
- 2) SECURITY DEPOSIT ADDENDUM
- 3) INSPECTION SHEET
- 4) CERTIFICATE OF RENTAL LICENSE
- 5) FIRE AND SMOKE DETECTION EQUIPMENT CERTIFICATE
- 6) PET AREEMENT

14. **RULES AND REGULATIONS**

- A. Rules for use of the Property are attached.  Yes  No
- B. Tenant promises to obey the Rules.
- C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety, or welfare of others.

15. **SECURITY DEPOSIT**

- A. Landlord cannot make Tenant pay a security deposit of more than two-months' rent the first year, and one-months' rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised.
- B. If the security deposit is more than \$100, Landlord must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
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- D. Landlord can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.
- F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to Tenant) within 30 days.

16. **POSSESSION**

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
  - 1. change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available;
  - OR
  - 2. end the lease and have all money already paid as rent or security deposit returned.

17. **RENT INCREASES**

- A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real estate taxes and water and sewer charges.
- B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

18. **LANDLORD'S RIGHT TO ENTER**

- A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, or show the Property to prospective buyers.
- B. Landlord will give Tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, Landlord may enter Property without notice. If Tenant is not there, Landlord will tell Tenant who was there and why within 24 hours of the visit.

19. **TENANT'S CARE OF PROPERTY**

Tenant, Tenant's family and guests agree to obey all laws and Rules that apply to Tenant.

A. Tenant will:

- 1. Keep the Property clean and safe.
- 2. Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.
- 3. Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.
- 4. Tell Landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by Tenant's willfull, careless, or unreasonable behavior.

B. Tenant will not:

- 1. Keep any flammable materials on the Property.
- 2. Willfully destroy or deface any part of the Property.
- 3. Disturb the peace and quiet of other tenants.
- 4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant understands that any changes or improvements will belong to Landlord.

C. Repairs By Tenant: Tenant will pay to repair any item in or on the Property that costs less than \$N/A. Tenant also will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care.

20. **SMOKE DETECTORS**

- A. Tenant will maintain and test (monthly) any smoke detectors on the Property.
- B. Tenant will notify Agent or Landlord of any broken smoke detector(s).
- C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.

TENANT(S) JM  
Initials

JM LANDLORD(S) D.H.  
Initials

J.M.

J.M.

21. LANDLORD WILL MAINTAIN PROPERTY

- A. Landlord will keep the Property and common areas in reasonable condition and as required by law.
- B. Landlord will keep the structural parts of the Property in good working order, including:
 

ceilings	roof	doors
steps	floors	walls
porches	windows	
- C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:
 

air conditioning	sanitary	drainage
security	electrical	ventilation
heating	water heating	plumbing
- D. Landlord will keep Property reasonably free of pests, rodents and insects. This does not apply if Property is a single-family dwelling.
- E. Landlord will supply utilities and services listed in paragraph 11 (Utilities and Services) of this Lease, unless the service is interrupted for reasons beyond the Landlord's control.
- F. Landlord cannot increase rents, decrease services, or threaten to evict Tenant because Tenant
  1. complains to a government agency or to Landlord about a building or housing code violation.
  2. organizes or joins a Tenant's organization.
  3. uses Tenant's legal rights in a lawful manner.

22. NO PETS

Tenant will not keep any pets on any part of the Property without Landlord's written permission.

23. FIRE OR OTHER DAMAGE

- A. If the Property is accidentally damaged (fire, flood, etc.)
  1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR
  2. If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
- B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

24. AFTER NOTICE TO END LEASE

- A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.
- B. Landlord may put up For Sale or For Rent signs on or near Property.
- C. Tenant agrees to move out peacefully when Lease is ended.

25. SALE OF PROPERTY

- A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:
  1. The name, address, and phone number of the new landlord.
  2. Where rent is to be paid.
  3. Notice that the security deposit has been given to the new landlord, who will be responsible for it.
- B. Tenant agrees that Landlord may transfer Tenant's money and advance rent to the new landlord.
- C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.
- D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

26. IF TENANT BREAKS LEASE: WAIVER OF RIGHTS

- A. Tenant breaks this Lease if
  1. Tenant does not pay rent or other charges.
  2. Tenant leaves (abandons) Property before the end of this Lease.
  3. Tenant does not move out when supposed to.
  4. Tenant fails to do anything Tenant agreed to in this Lease.
- B. Non-Payment of Rent: If Tenant breaks Lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE DAYS is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant. **TENANT IS WAIVING (GIVING UP) TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.**
- C. Other Lease Violations: If Tenant breaks any other term of this Lease, Landlord must give Tenant a written notice describing the violation and giving Tenant FIVE DAYS to correct the problem. If Tenant does not correct the problem, Landlord can then give Tenant FIVE DAYS' written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict Tenant on the sixth day. **TENANT IS WAIVING (GIVING UP) TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.**
- D. If Tenant Breaks Lease for any Reason, Landlord may
  1. Recover possession of the Property (evict Tenant). If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
  2. File a lawsuit against Tenant for rents and charges not paid and for rents and charges for the rest of the Lease term.
  3. Keep Tenant's Security Deposit.

TENANT(S) mm mm  
Initials

LANDLORD(S) D.H.  
Initials

J. 3

J.M.

27. IF GOVERNMENT TAKES PROPERTY

- A. The government or other public authority can take private property for public use. The taking is called *condemnation*.
- B. If any part of the Property is taken by condemnation, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advance rent.
- C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.

28. SUBLEASING AND ASSIGNMENT

- A. Landlord may transfer this Lease to another Landlord. Tenant agrees that this Lease remains the same with the new landlord.
- B. Tenant may not transfer this Lease or *sublease* (rent to another person) this Property without Landlord's written permission. Landlord will be reasonable about giving written permission.

29. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER

Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)  
**TENANT IS WAIVING (GIVING UP) TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.**

30. MEDIATION

- A. *Mediation* is a way of resolving disputes. A *mediator* helps the disputing parties reach an agreeable solution without having to involve the courts.
- B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS® or to another mediator. Landlord and Tenant can agree to mediation as a part of this Lease (by signing a mediation form to attach to this lease), or they can sign an agreement to mediate after a dispute arises.

31. INSURANCE AND RELEASE

- A. Tenant understands that
  - 1. LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY OR GUESTS.
  - 2. TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.
- B. Landlord is not liable or responsible for any injury or damage that occurs on the Property and Tenant agrees to pay any loss or claim, including attorney's fees, that result from the damage or injury.
- C. Landlord is responsible for any injury or damage that results from Landlord's carelessness.
- D. Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

32. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

33. ENTIRE AGREEMENT

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

34. NOTICE BEFORE SIGNING

**THIS LEASE IS A LEGAL CONTRACT. IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO TALK TO A LAWYER BEFORE SIGNING THIS LEASE.**

WITNESS _____	TENANT <u>J. Mahoney</u>	DATE <u>11/18/15</u>
WITNESS _____	TENANT <u>[Signature]</u>	DATE <u>11/18/15</u>
WITNESS _____	TENANT <u>Michael Mahoney</u>	DATE <u>11/18/15</u>
WITNESS _____	LANDLORD _____	DATE _____
WITNESS _____	LANDLORD _____	DATE _____
WITNESS _____	LANDLORD _____	DATE _____

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Owners (Landlord) \_\_\_\_\_ (name of current Landlord)

now assigns or transfers this Lease to \_\_\_\_\_ (name of new landlord)

his heirs and estate. The new Landlord has all the rights and responsibilities of the Landlord under this Lease.

WITNESS _____	LANDLORD _____	DATE _____
WITNESS _____	LANDLORD _____	DATE _____
WITNESS _____	LANDLORD _____	DATE _____
WITNESS _____	LANDLORD _____	DATE _____



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# CITY OF PHILADELPHIA

DEPARTMENT OF LICENSES AND INSPECTIONS  
Municipal Services Building - 11th Floor  
Philadelphia, PA 19102-1687  
(215) 686-2400

FRANCES EGAN  
Commissioner

February, 1998

To Licensed Electrical Contractors:

This letter is being sent to you as an information service to advise you of regulations that became effective on September 15, 1997 with the new *Philadelphia Building Construction and Occupancy Code*. The letter is also intended to provide you with ample advance notice of options available to you as an electrical contractor.

By way of background, the *Philadelphia Fire Prevention Code* that became effective on January 1, 1995 required that all apartment owners install a fire alarm system in the common areas of their buildings, and single-station smoke detectors in the dwelling units, within two years (by December 31, 1996). A recent variance of general application issued by the Fire Commissioner extended that deadline until December 31, 1998.

There is no change in the code requirement that all electrical work involved in the installation, modification, repair, etc. performed on fire alarm systems, must be done under an electrical permit issued to a Licensed Electrical Contractor.

There has been, however, a change in the requirements for those who certify fire alarm systems.

As you are aware, the *Philadelphia Fire Prevention Code* has required the certification of fire alarm systems for some time. Section F-501.4 of the current *Philadelphia Fire Prevention Code* and the companion regulations require that all fire alarm systems be tested and certified upon installation, and existing fire alarm systems must be tested and certified on an annual basis by a licensed Fire Alarm Systems Inspector. Certification is not required for the single-station smoke detectors within the apartment units.

The purpose of certification is to provide an improved level of reliability that the fire alarm is properly maintained and will be operational at the time of a fire. The Department of Licenses and Inspections relies on the evaluation of the fire alarm systems by qualified persons in the private sector, who are familiar with the specific requirements of the codes and standards applicable to these very important life safety systems, for the protection of our citizens. The department is of course obligated to spot check a number of systems to verify that those who certify systems are fulfilling their obligations under their license.

2

In order to establish the specific qualifications of persons who perform the evaluation and testing of fire alarm systems, modified regulations were established effective September 15, 1997. These regulations require such persons to obtain a license as a Fire Alarm Systems Inspector by demonstrating their knowledge of the applicable codes, standards and technology through a phased-in schedule of testing described below.

- Between now and January 1, 2000, fire alarm systems must be certified by either a Licensed Electrical Contractor or a person who is not an electrical contractor, but has satisfied the requirements that will be effective after January 1, 2000. A Fire Alarm Systems Inspector license will not be issued as a separate document to Licensed Electrical Contractors between now and January 1, 2000, since they are all eligible to certify systems during this interim period.
- After January 1, 2000, a Fire Alarm Systems Inspector license will only be issued to persons who have obtained a NICET (National Institute for Certification in Engineering Technologies) certification at Level II or higher in the Fire Alarm subfield of Fire Protection Engineering Technology. Licensed Electrical Contractors may obtain this license through the same NICET certification process and will be eligible thereby to certify existing fire alarm systems, modified fire alarm systems, and new fire alarm systems, including their own work or the fire alarm work of other electrical contractors.
- After January 1, 2002, a Fire Alarm Systems Inspector license will only be issued or renewed to persons who have obtained a NICET certification at Level III or higher in the Fire Alarm subfield of Fire Protection Engineering Technology. Licensed Electrical Contractors may obtain this license by qualifying at the NICET Level III and thus be eligible to perform the same tasks as they were under Level II before January 1, 2002.

Those who are interested in pursuing the NICET certification process should write immediately to NICET and request the "*General Information Booklet — Engineering Technician and Technologist Certification Programs*" and the latest "*Program Detail Manual for Certification in the Field of Fire Protection Engineering Technology — Subfield of Fire Alarm Systems.*" NICET's mailing address for these documents is:

National Institute for Certification in Engineering Technologies (NICET)  
1420 King Street  
Alexandria, VA 22314-2715  
Phone: 703-684-2835

I have enclosed a copy of the pertinent regulations from the Fire Prevention Code.

Sincerely,



Frances Egan  
Commissioner

encl: Regulations

ATTACHMENT TO LETTER OF FEBRUARY, 1998  
TO LICENSED ELECTRICAL CONTRACTORS

**F-501.1.1.3(R) Fire alarm system work and certification:** The installation, extension, alteration and repair of a fire alarm system shall be performed by an Electrical Contractor licensed under the provisions of the Philadelphia Electrical Code and the work shall be certified by a licensed Fire Alarm Systems Inspector. The annual certification of fire alarm systems required by this code shall be submitted by a licensed Fire Alarm Systems Inspector.

**1. Applications for Fire Alarm Systems Inspector License:** The Department of Licenses and Inspections shall provide application forms to persons seeking to obtain a Fire Alarm Systems Inspector license. The following shall be required as a minimum on each application:

- 1.1 Detailed work history in the fire alarm field.
- 1.2 Other certifications held (if any).
- 1.3 Education in the fire alarm field (if any).
- 1.4 City of Philadelphia business Privilege license number.

**2. License requirements:** No fire alarm systems Inspector license shall be issued unless the provisions of 2.1 through 2.6 have been satisfied.

- 2.1. The applicant shall have a minimum of three years practical experience in the fire alarm field.
- 2.2. The licensee shall maintain his or her business within the United States of America. The licensee shall notify the Department of Licenses and Inspections in writing within 14 days of any change of address.
- 2.3. The applicant shall pay the annual fee prescribed by the Administrative Code.
- 2.4. The applicant shall hold or be an employee of a person who holds a Business Privilege License issued by the Department of Licenses and Inspections.
- 2.5. The applicant shall show proof of purchase of the most recent edition of the Philadelphia Fire Prevention Code and update service.
- 2.6. The applicant shall demonstrate competency in fire alarm systems. Minimum requirements are as set forth in 2.6.1 through 2.6.3.
  - 2.6.1. On or after January 1, 2000, a Fire Alarm Systems Inspector license will only be issued to those persons who hold a National Institute for Certification in Engineering Technologies (NICET) certificate at Level II or higher in the Fire Alarms subfield of Fire Protection Engineering Technology. A fee established by NICET is required to take each examination.
  - 2.6.2. On or after January 1, 2002, a Fire Alarm Systems Inspector license will only be issued to those persons who hold a NICET certificate at Level III or higher in the Fire Alarms subfield of Fire Protection Engineering Technology. A fee established by NICET is required to take each examination.
  - 2.6.3. In the alternative to the requirements of 2.6.1 and 2.6.2, a Fire Alarm Systems Inspector license will be issued to a professional engineer registered in the Commonwealth of Pennsylvania who provides the Department of Licenses and Inspections with a signed and sealed statement of qualifications in the field of fire alarm systems.

**F-501.4 Periodic test frequency:** Dedicated smoke control systems shall be inspected and operated at six-month intervals. All other *fire protection systems*, including emergency generators in all buildings and all standby and/or emergency electrical systems in high-rise buildings, shall be tested at not greater than 12-month intervals. Annual testing and certification of fire protection and emergency electrical systems shall be performed by a licensed company or individual.

**Exceptions:** A licensed contractor is not required to:

1. Annually test and certify smoke detectors in one and two family dwellings and single- and multiple-station non-system smoke detectors.
2. Annually certify tests, inspections and maintenance of fire protection equipment recommended by equipment manufacturers or national standards to be performed at times other than annually.

#### **F-501.4(R) Periodic test requirements**

**1. Annual certification of fire protection systems:** The owner of each building which contains a fire suppression and/or fire alarm system shall annually provide a certification from a licensed Fire Suppression Systems Contractor and/or licensed Fire Alarm Systems Inspector as required for the systems in the building.

**Exception:** Prior to January 1, 2000, certifications for fire alarm systems will be accepted from an Electrical Contractor licensed by the City of Philadelphia.

**1.1. Submission:** The certification shall be submitted on approved forms and shall indicate that the fire protection system has been tested and maintained in accordance with procedures of the appropriate NFPA standards and these regulations. The certificate or a notice of deficiencies which precludes certification of the system shall be submitted to the Commercial and Industrial Fire Inspection Unit of the Department of Licenses and Inspections.

**1.2. Seal:** Effective January 1, 2000, certification forms submitted to the City shall be stamped with the embossed seal of the licensed person responsible for the certification. The seal shall be of an approved design and contain the license number of the Fire Suppression Systems Contractor or the Fire Alarm Systems Inspector.

**1.3. Intent:** The requirement for annual certification is to confirm the proper function of the system(s) previously installed in a building in accordance with the provisions of the referenced codes and standards applicable to existing buildings. This requirement shall not be construed as requiring existing systems to comply with the provisions of codes and standards applicable to new buildings.

**1.4. Partial certification:** When a fire protection system is repaired, altered or extended between periodic testing dates, the modified portion of the system is required to be certified upon a return to service. When the entire system is certified upon return to service at the owner's discretion, the date of certification will become the new periodic test date.

9/10/19 619

# PARTNERS FOR GOOD HOUSING



City of Philadelphia  
Department of Licenses and Inspections  
Produced by the Commissioner's Office

## PARTNERS FOR GOOD HOUSING

The City of Philadelphia, on behalf of its citizens, has set minimum health, safety, and maintenance standards for houses and apartments. Keeping the housing in our city up to these standards involves a partnership between tenant, landlord, and the City. All three must work together to provide decent housing for everyone.

The information in this guidebook applies to Philadelphia, Pennsylvania and is based on the Code of General Ordinances of the City of Philadelphia – particularly Title 4, the Building Construction and Occupancy Code.

*Partners for Good Housing* outlines the responsibilities of owners, tenants, and landlords for maintaining houses and apartments in a safe and clean condition.

Additional information, including online access to this booklet in multiple languages, as well as access to the Building Construction and Occupancy Code (which includes the 2015 Philadelphia Property Maintenance Code), is available at the Department's website: [www.phila.gov/li](http://www.phila.gov/li).

**Thank you to the Department of Public Health and Environmental Health Services  
for your ongoing support and contributions.**



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### WHO NEEDS A RENTAL LICENSE?

The owner of any dwelling unit, multiple family dwelling, rooming house, dormitory, hotel, one-family dwelling, two-family dwelling, or rooming unit let for occupancy must obtain a Rental License. For more information visit the City's website, [www.phila.gov](http://www.phila.gov), and see section 9-3900 of the Philadelphia Code. High-rise residential buildings, those with a floor 75 feet or more above the lowest level of fire department vehicle access, are also required to obtain an Annual High-rise License.

#### 1. RENTAL LICENSE

For more information see section 9-3900 of the Philadelphia Code online at [www.phila.gov/li](http://www.phila.gov/li).

##### EXCEPTIONS:

- A Rental License does not need to be obtained for an individual unit if one has been issued for the building in which that dwelling or rooming unit is located.
- A Rental License is not required if the property is occupied by an immediate family member.

##### Landlord Lead Paint Responsibilities

As of December 21, 2012, the Lead Paint Disclosure and Certification Law will require Philadelphia landlords to ensure that property rented to families with children six years and younger is lead safe when the following three conditions are met:

1. The property was built before 1978; and
2. There is a change of occupancy; and
3. Any new occupant is aged six years or less

Before a lease is signed the landlord must provide the tenant with a current certificate indicating that the property has passed a visual inspection for deteriorated paint and has been cleared by lead-dust wipe samples or is free of any lead paint.

Only a Pennsylvania Licensed Inspector, Risk Assessor or EPA Certified Lead-Dust Sampling Technician can provide a certification.

A copy of the certificate signed by the tenant, along with the dust wipe test results, must be sent to the Philadelphia Department of Public Health.

When signing an application for a new or renewed rental license, property owners are now required to indicate they are in compliance with this law. For more information, copies of the law, guidance for landlords, sample certificates, and more, go to: [www.phila.gov/health/leadlaw](http://www.phila.gov/health/leadlaw).



## 2. COMMERCIAL ACTIVITY LICENSE (CAL)

Formerly known as the Business Privilege License, this license is required of every person desiring to engage in any business in the City of Philadelphia. It is a lifetime license with a one-time fee and applies to all businesses owned by a person under one name.

### EXCEPTION:

- For a property with four or less rental units, where the owner lives on the premises, a Commercial Activity License is not required.

## 3. BUSINESS TAX ACCOUNT NUMBER

This is a number assigned by the Philadelphia Revenue Department to identify tax accounts. One number applies for all licenses obtained by an individual.

- The CAL and Business Tax Account Number are applied for using the same form. Only one Commercial Activity License and one Business Tax Account Number are required of one individual, regardless of how many rental properties he or she owns.
- In order to obtain the required license, property owners and landlords must be tax compliant.

## 4. ZONING APPROVAL

A property must be properly zoned in order to operate as a dwelling for rent. Zoning approval is required even if the owner occupies one of the units.

## OTHER REQUIREMENTS

Each time a dwelling unit is rented to a new tenant, the owner must give the tenant:

- I. A Certificate of Rental Suitability issued by the Department no more than sixty (60) days prior to the start of tenancy.
- II. A copy of this booklet, *Partners for Good Housing*.
- III. The Certificate of Rental Suitability, which must include the owner's attestation to the suitability of the dwelling unit. (L+I will not issue a Certificate unless the owner has obtained all licenses required to rent the property.)
- IV. Any owner required to obtain a Rental License must designate a Managing Agent who resides in the city or regularly attends a business office within the city.
- V. An owner that resides within the city may act as the Managing Agent.

### GENERAL REQUIREMENTS

- In the City of Philadelphia, the Department of Licenses and Inspections is responsible for enforcing both the Property Maintenance Code and the Fire Code.
- The Philadelphia Fire Code, which is referenced in this booklet, is available to view online at the Department's website, [www.phila.gov/li](http://www.phila.gov/li).
- Tenants, landlords, and homeowners each have the duty to keep hallways, stairways, fire escapes, and exits clear at all times. Storage of any kind under stairways is prohibited unless the space is separated from the stair by fire-resistance-rated construction.
- Rubbish and garbage are not allowed to accumulate in any location inside a building, including basements, storage, electrical, mechanical or other equipment rooms. Rooms intended for trash storage must have sprinklers and be separated from the rest of the building by one-hour fire-resistance-rated construction.
- Rubbish, garbage or other materials shall not be stored or allowed to accumulate in stairways, passageways, aisles, doors, windows, fire escapes or other means of egress.
- Permitted amounts of paints and flammable liquids (including insecticides containing flammable materials) must be stored in a room separated from all other parts of the building by one-hour fire-resistance-rated construction.
- At least one fire extinguisher with a minimum rating of 2-A:10-B:C and a tag attached indicating inspections and maintenance performed during the past 12 months, is required in the public corridors or stairwells at each floor level of unsprinklered buildings. In buildings of three stories or less and having a single stairway, one such extinguisher is allowed, provided it is placed approximately equidistant from all dwelling units in the building.

As an alternative, if there are concerns about vandalism, theft, etc., a 2-A:10-B:C fire extinguisher can be mounted in each dwelling unit in the building.

- Except for one- and two-family dwellings, lighting is required in common corridors, stairways, and the exit discharge (exterior) to provide a light level of one foot-candle at the floor. This lighting must be on a circuit independent of any dwelling unit. In buildings that have more than one required exit, this lighting must have an emergency power source.
- In buildings that are required to have more than one exit (including fire escapes), exit signs are required to identify the means of egress from each floor. These signs are required to be illuminated at all times by both the normal and emergency power sources.
- In existing buildings that have more than one required exit stair, the stairs must be enclosed and separated from the corridor by fire-resistant construction. In non-high-rise buildings, doors in these exit or stair enclosures must be one-hour fire-rated self-closing doors or 1 3/4-inch thick solid core wood self-closing doors.
- In buildings that have only one required exit, the doors from the apartments must be self-closing and one-hour fire-rated or 1 3/4-inch solid core wood door.



## 1. REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS

Owners of one- and two-family dwellings (including owner-occupied one-family dwellings) are required to install smoke alarms powered by the building's primary power or a non-removable (sealed) 10-year battery. Smoke alarms should be installed as follows:

- In buildings built prior to January, 1998, smoke alarm interconnection is not required between multiple alarms within a dwelling unit. A permit is not required to install non-removable, battery-powered alarms; however, renovations that cause the removal of wall or ceiling coverings may trigger additional code requirements. See the Philadelphia Building or Fire Code, section 907.
- Smoke alarms must be installed in the immediate vicinity of the bedrooms and on each story of the house, including basements. In new dwelling units, they are also required in the bedrooms.
- Discretion should be used to place smoke alarms as near to the bedroom(s) as practical without causing activation by normal cooking activity or steam from bathrooms. In no event shall the detector be placed more than 15 feet from the bedroom door.
- In split-level dwellings without doors between adjacent levels, a smoke alarm is only required on the upper level, provided there is less than one full story between levels.
- In addition to the required smoke alarms, existing properties occupied as one- and two-family dwellings (R3) and those used as Residential Care facilities (R4) with five to 15 occupants, must be equipped with Carbon Monoxide (CO) detection. This detection may be AC or battery powered and should be located within 15 feet of the entrance to any bedroom or sleeping area. Combination Smoke/CO alarms are permitted.
- Annual certification of smoke alarms in one- and two-family dwellings is not required. However, upon sale of the property, the seller is required to certify in writing to the buyer that the required smoke detectors have been installed and are in proper operating condition.

## 2. REQUIREMENTS FOR RESIDENTIAL HOTELS, MULTIPLE FAMILY DWELLINGS, AND MIXED-USE OCCUPANCIES (RESIDENTIAL LOCATED ABOVE NON-RESIDENTIAL)

### SMOKE ALARMS

- Smoke alarms are required within the dwelling units of buildings that are not sprinklered throughout, in the same fashion as described for one- and two-family dwellings, except that battery-powered units are not accepted for any of the required smoke alarms. These should not be connected to the building's automatic fire alarm system as their purpose is to sound their self-contained alarm only in the dwelling unit where they are activated.
- In existing high-rise buildings that are not sprinklered throughout, a smoke alarm is required in each bedroom in addition to the ones in the vicinity of the bedrooms.

### FOR YOUR INFORMATION:

ACCORDING TO THE NATIONAL FIRE PROTECTION AGENCY, THERE ARE APPROXIMATELY 72,000 CARBON MONOXIDE INCIDENTS IN THE U.S. EACH YEAR

## FIRE ALARM SYSTEMS

- A manual and automatic fire alarm system is required in the following occupancies:
  - Existing Use Group R1 (hotels, motels, etc.) except where specified in section 907.1.8 of the Philadelphia Fire Code
  - Existing Use Group R2 (buildings containing 3 or more apartments, condominiums, rooming units, dormitories, etc.) except where the building is protected by an automatic fire suppression system (sprinklers) or those meeting the exception specified in Fire Code section 907.1.9
  - Existing mixed use occupancies (for example, an apartment above a grocery store) except where the building is protected by an automatic fire suppression system (sprinklers)
  - Existing Use Group R4 (assisted living up to 16 occupants)
- An automatic fire alarm system consists of a fire alarm panel and system smoke detectors which differ from smoke alarms, and audible devices such as bells, or horn strobe combinations used for occupant notification unless normal operations in the space produce products of combustion that would activate smoke detectors.
- A manual fire alarm system consists of a fire alarm panel with manual activation, typically a pull or break-glass station and sounding devices similar to those referenced above.
- All fire protection equipment, including fire alarm systems, must be inspected, tested, and certified each year by a qualified licensed electrical contractor or licensed fire alarm inspector. Copies of the certification must be kept on site for a period of three years.
- A fire alarm panel is required to supervise all system components for proper continuous operation, to receive signals from the devices, to activate the sounding devices, and to provide back-up power in the event of the primary power failure. Fire alarm systems in high-rise buildings or those installed after January 1, 2004, are also required to be monitored in accordance with the Philadelphia Building Code.
- The Fire Department must be notified IMMEDIATELY through "911" of the activation of any fire alarm, excluding the household fire warning detectors that are installed in the dwelling units.

### **3. FIRE ALARM REQUIREMENTS UNIQUE TO BUILDINGS THAT REQUIRE MORE THAN ONE EXIT STAIR**

- The fire alarm panel is required to have at least one zone per floor.
- A manual fire alarm box (break-glass or pull station) is required at each door from the corridor to building exit stairs on each floor. At each box, a sign should be affixed, stating "IN CASE OF FIRE: SOUND ALARM AND CALL 911."



#### 4. FIRE ALARM REQUIREMENTS UNIQUE TO “SMALL” APARTMENT BUILDINGS

This type of building does not exceed three stories and has only one exit stairway or two exit stairways that are both visible from all points within a maximum 20-foot long vestibule or corridor between the stairs.

- The fire alarm panel is permitted to have a minimum of one zone that incorporates all of the system devices in the building.
- A manual fire alarm box (break-glass or pull station) is required only at the exit door from the stairway to the outside, not on each floor. At the box, a sign shall be affixed, stating “IN CASE OF FIRE: SOUND ALARM AND CALL 911”.

#### 5. FIRE ALARM REQUIREMENTS FOR MIXED OCCUPANCIES

- An automatic electrically-powered fire alarm system with smoke detection is required in the non-residential use unless it is sprinklered throughout.
- Where the non-residential use is a drinking and/or dining establishment, heat detectors are permitted in lieu of smoke detectors in the kitchen, in patron areas where smoking is permitted, and in patron areas where skillet or sizzling-type entrees (such as fajitas) are served. All other detectors in the non-residential use are required to be smoke detectors.
- The sounding devices are required to be located in the non-residential use and typically in the stairway or hallways in multiple-family dwellings above. Where the use above the non-residential use is a single-family or two-family use where there is no common hallway or stairway serving all floors, sounding devices will be required in the dwelling unit(s). The sounding devices are required to be activated by the manual fire alarm boxes, fire suppression systems including commercial kitchen suppression, and all smoke detectors within the property excluding smoke alarms installed within dwelling units.
- Manual fire alarm boxes must be located at the exits from the non-residential use but be connected to sounding devices throughout the building. Manual fire alarm boxes are not required in the exits from the residential use if it is a one- or two-family dwelling.

#### FOR YOUR INFORMATION:

ACCORDING TO THE U.S. FIRE ADMINISTRATION, COOKING IS  
THE LEADING CAUSE OF FIRE IN RESIDENCES

## BASIC FACILITY REQUIREMENTS

### REQUIRED PLUMBING FACILITIES

- Every dwelling unit is required to have the following:
  - A water closet (toilet) in a room that gives privacy.
  - A lavatory basin (sink) located in the same room as the water closet or in close proximity to the water closet room door.
  - A bathtub or shower in a room that gives privacy. This room may be the same as the room with the toilet or a separate room.
  - An openable window or an approved ventilating system in each bathroom.
- Rooming houses require one water closet for each four rooming units.
- All toilet rooms, bathrooms, and equipment must be kept in good working condition.
- Tenants must keep the bathroom and bathroom equipment clean and sanitary.

### REQUIRED KITCHEN FACILITIES

- A kitchen sink
- Tenants are responsible to keep the sink clean and use it properly.
- Dwelling units must be provided with permanent cooking facilities .The cooking equipment must be properly installed, work safely and effectively, and be maintained in good working condition. The tenant must use the cooking equipment properly and must keep it clean and sanitary.
- Cooking and cooking equipment is not permitted in any Rooming or Dormitory Unit (coffee pots and microwave ovens are not considered cooking equipment).

### FOR YOUR INFORMATION:

**PORTABLE COOKING EQUIPMENT THAT USES FLAME IS PROHIBITED. COOKING EQUIPMENT THAT USES GASOLINE OR KEROSENE AS FUEL IS PROHIBITED.**

### WATER SYSTEMS

- The landlord must provide running water and facilities for hot water. Hot water must be available at not less than 110 degrees and not more than 125 degrees and at sufficient volume and pressure to enable the fixture to function properly.
- All plumbing equipment must be connected to the City water and sewage systems unless the City gives permission to use a private system.



## HEATING FACILITIES

- The landlord must provide a central heating system or an approved separate permanent heating system for each rental house or apartment. Heating equipment must be safe, properly installed, and adequate to heat the entire dwelling unit.
- In buildings with two or more dwelling units and in rooming houses, the landlord must supply heat at a temperature of 68 degrees for each apartment from October 1 through April 30. Cooking equipment or appliances cannot be used for heating.
- The landlord does not have to supply heat if the dwelling unit is provided with separate permanent heating equipment solely under the control of the tenant of that apartment.
- Approved portable kerosene heaters are only permitted in one- and two-family dwellings provided they comply with the Fire Code. They should not be within 3' of combustible materials, have all fuel containers stored outside, should never be left unattended, be shut down before sleeping, and should only be re-fueled outdoors.

## ELECTRICAL SYSTEMS

- Dwelling units must be served by a minimum three-wire 120/240 volt single-phase service not less than 60 amperes.
- Every habitable space must have at least two separate and remote electrical outlets. Bathrooms, closets, halls, storage, utility and similar spaces are not considered habitable space.
- Laundry areas must contain one grounded receptacle or ground fault circuit interrupter and bathrooms must contain at least one receptacle. New bathrooms require a receptacle with ground-fault-circuit interrupter protection.
- Every bathroom, toilet room, kitchen, laundry room, furnace room, interior stairway, and public hall must have at least one light fixture.
- Every public hall and stairway in buildings with three or more apartments must be lit by an electric fixture at all times.
- Multi-family dwellings (three or more) are required to have automatic exterior lighting over each street entrance and in each side or rear yard.
- Emergency lighting is required in hallways and stairways in buildings with two or more exits.

### KEEPING THE HOME HEALTHY AND SAFE

Mitigating environmental hazards in the home is the responsibility of and requires action from both landlords and tenants. The Philadelphia Department of Public Health recommends following the U.S. Department of Housing and Urban Development's Seven Tips for keeping a Healthy Home:

1. **Keep it Dry.** Prevent water from entering your home through leaks in roofing systems, keep rain water from entering the home due to poor drainage, and check your interior plumbing for any leaking.
2. **Keep it Clean.** Control the source of dust and contaminants, creating smooth and cleanable surfaces, reducing clutter, and using effective wet-cleaning methods.
3. **Keep it Safe.** Store poisons out of the reach of children and properly label them. Secure loose rugs and keep children's play areas free from hard or sharp surfaces. Install smoke and carbon monoxide detectors and keep fire extinguishers on hand.
4. **Keep it Well-Ventilated.** Ventilate bathrooms and kitchens, and use whole house ventilation for supplying fresh air to reduce the concentration of contaminants in the home.
5. **Keep it Pest-free.** All pests look for food, water and shelter. Seal cracks and openings throughout the home; store food in pest-resistant containers. If needed, use sticky-traps and baits in closed containers, along with least toxic pesticides such as boric acid powder.
6. **Keep it Contaminant-free.** Reduce lead-related hazards in pre-1978 homes by fixing deteriorated paint, and keep floors and window areas clean by using a wet-cleaning approach. Test your home for radon, a naturally occurring dangerous gas that enters homes through soil, crawlspaces, and foundation cracks. Install a radon removal system if levels above the EPA action-level are detected.
7. **Keep it Well-Maintained.** Inspect, clean and repair your home routinely. Take care of minor repairs and problems before they become large repairs and problems.

For more information, please visit [www.hud.gov/healthyhomes](http://www.hud.gov/healthyhomes).

### GARBAGE AND TRASH

- The interior and exterior of every premise must be free from any accumulation of rubbish or garbage.
- Occupants must place all rubbish and trash in storage containers or in disposal equipment, such as incinerators.
- The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants, or an approved leakproof, covered, outside garbage container.
- Garbage, not ground or incinerated, must be placed in leak-proof containers with tight-fitting lids. Combustible waste must be placed in covered containers or in sturdy bags that are securely tied. Newspapers and magazines should be tied in bundles.



- All containers must be kept clean and sanitary.
- Refrigerators and similar equipment shall not be discarded or stored on premises without first removing the doors.

## **RECYCLING**

- Recycling is the law in Philadelphia. If you don't recycle, you can be fined. Residents need to obtain their own recycling container - no larger than 20 gallons in size. Using multiple containers is okay, as long as they are used only for recycling set-out. A free recycling container may be available to city residents at any one of the Department of Streets' Sanitation Centers (call 215-685-7329).
- The City will collect recycling curbside at residential buildings of six or fewer dwelling units.
- Owners of buildings with more than six dwelling units are responsible for providing recycling services through their own means. Usually, this means through a private contract with a recycling service provider. Owners of condo and co-op buildings may elect to register with a Streets Department program.
- Landlords are responsible for notifying tenants of the City trash and recycling regulations.

## **CARE AND MAINTENANCE OF YARDS AND FENCES**

- The landlord and the homeowner must ensure that their yards drain properly.
- The tenant must keep the yard clean and sanitary.
- Fences must be kept in good repair by the homeowner or landlord.

## **INSECTS AND RODENTS**

- Owners are responsible for extermination within the structure prior to renting or leasing.
- The occupant of a single family dwelling must keep the house clean and sanitary. It is the occupant's responsibility to have insects, rodents, and/or other pests exterminated.
- The owner of a structure with two or more dwelling or rooming units is responsible for extermination of public or shared areas. If the infestation is caused by the failure of an occupant to prevent infestation, the occupant and the owner shall be responsible for extermination.

### **FOR YOUR INFORMATION:**

**THE CITY HOLDS THE LANDLORD RESPONSIBLE FOR ALL REPAIRS  
REQUIRED BY LAW, REGARDLESS OF ANY AGREEMENT OR LEASE  
BETWEEN THE TENANT AND LANDLORD.**

## HOW THE BUILDING CONSTRUCTION AND OCCUPANCY CODE IS ENFORCED

### REPAIRS

- The landlord or homeowner is responsible for all repairs that are necessary to keep the building in good condition.
- All foundations, walls, roofs, floors, ceilings, windows, doors, stairs, and porches must be safe, weather-tight, and rodent proof.
- All interior doors, cabinets, shelves, and other supplied equipment must be kept in sound condition and good repair.
- Exterior wood or metal surfaces must be painted or covered with protective coating to prevent deterioration. Exterior walls must be pointed and cracks sealed to keep them weather-tight and waterproof.
- All plumbing and heating equipment must be properly installed, kept in good mechanical condition, and free from leaks and stoppages.

### LEAD PAINT

- Lead paint shall not be permitted to remain on interior surfaces of any dwelling, rooming house, dwelling unit, or rooming unit occupied by children when the Department of Public Health determines that its presence creates a health hazard.
- The Environmental Protection Agency's Renovation, Repair and Painting Rule (the RRP Rule), has been in effect since June 23, 2008, to protect against hazardous lead dust. The RRP applies to renovation, repair or painting work in a property that:
  - Was built before 1978;
  - Is visited or occupied by children under six years of age; and
  - Will disturb more than six square feet of painted surface on walls or woodwork (interior) or 20 square feet (exterior)
- There is no safe level of lead in the human body. Children under the age of six are most susceptible to the effects of lead. Even at low blood lead levels, the result of lead exposure can result in behavior and learning problems, lower IQ and hyperactivity, slowed growth, hearing problems, and anemia.

If the landlord does his/her own work on rental properties subject to the RRP rule and/or uses his/her own employees to do so, the landlord must be an EPA-certified RRP firm and only use trained and certified workers to do the work. If the landlord hires a contractor to do the work, the landlord does not need to be certified, but the contractor doing the work does.

For more information, please see the EPA website at: <http://epa.gov/lead/rrp>.



## GENERAL

The City enforces the Building Construction and Occupancy Code by sending inspectors to examine housing conditions. The Department of Licenses and Inspections is authorized and directed by law to conduct such inspections at reasonable times. Inspectors must show proper identification.

When a violation is found, the Department notifies the responsible party – either the landlord, the tenant, or the homeowner. That person is told to correct the violation within a certain period of time.

At the end of that time, there will be a re-inspection. If the person has not corrected the violation, the Department lists the case for a hearing before the Municipal Court and the person is notified of the date to appear. The Municipal Court is empowered to fine the guilty party.

In extreme cases such as structurally dangerous buildings, properties which are vacant and open to trespass, or those with hazardous material storage, the Department is authorized to correct any violations which are considered unsafe or hazardous, if the violations are not corrected. The City charges the cost of the corrections to the violator and, with the approval of the Law Department, can collect the cost by liens on the property.

## COMPLAINTS

If the landlord is not carrying out his or her responsibilities, the tenant should tell the landlord what the problems are. If the landlord fails to act, the tenant should report the problems to the Department of Licenses and Inspections by calling 311.

When filing a complaint, the person must give his or her name and/or address, the address of the property, and the nature of the complaint. A case will be generated and referred to the appropriate inspection unit.

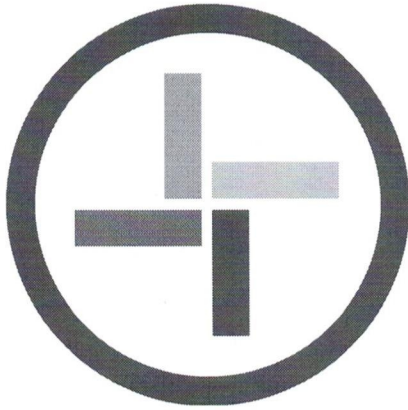
If an inspector is unable to enter the property, he or she will leave a card. The recipient is required to call the number on the card to arrange for an inspection.

The Department does not divulge the identity of a complainant.

## APPEALS

Any person who believes that the Department has erred in some action that has been taken, or wishes to obtain a variance from the requirements of the Building Construction and Occupancy Code, may appeal to the Department's Boards Administrator. The Administrator is located at the following:

MUNICIPAL SERVICES BUILDING  
1401 JOHN F. KENNEDY BOULEVARD  
PHILADELPHIA, PA  
215-686-2427



City of Philadelphia  
Department of Licenses and Inspections (L+I)  
1401 JFK Boulevard, 11th Floor  
Philadelphia, PA 19102  
215.686.2400

[phila.gov/LI](http://phila.gov/LI)

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An Exelon Company

PECO  
Customer Relations  
2301 Market Street, N5-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699

www.peco.com

March 6, 2014

David Hatchigian  
7512 Brentwood Rd  
Philadelphia, PA 19151

Account Number: 84200-73247

Dear Mr. Hatchigian:

In response to the Informal Complaint (BCS #03323044) that was filed with the Bureau of Consumer Services on 3/4/15.

I attempted to contact you at 610-446-7257 but there was no answer. I left a message requesting a call back.

The request for an Underwriters Certificate of Inspection for the above property was made based on a Company policy, not a law, statute or section of our tariff. The Company requires an Underwriter Certificate of Inspection to protect the safety of our customer's and their property before service is energized under the following conditions:

- Hazardous Condition
- Unsafe Condition
- Meter Removed
- Service is off 6 months or longer
- Judgment of the Company

Service for the above address was energized and a new service account was initiated for the tenant upon receipt of the Underwriters Certificate of Inspection.

If you have any additional questions or concerns, I can be reached at 215-841-4362.

This information will be provided to the Public Utility Commission. The Public Utility Commission will notify you of their decision.

Cordially,

*Deborah Shinn*  
Business Analyst

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An Exelon Company

PECO  
Customer Strategies & Support  
2301 Market Street, N5-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699

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David Hatchigian  
7512 Brentwood Rd  
Philadelphia, PA 19151

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# PA ENERGY CONSUMER BILL OF RIGHTS



A PUBLICATION OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

As a residential PA energy customer, you have both rights and responsibilities that ensure fair dealings between you and your utility company. The PUC is here to help.

Your rights include:

- Safe and reliable utility service
- Fair credit and security deposit policies
- The ability to question and dispute your bill's accuracy with the utility
- The option to file a complaint with the PUC

Your utility company has the responsibility to honor all of these rights. You, the customer, should know your rights and fulfill your responsibilities to maintain your utility service.

Your responsibilities include:

- Paying your bill on time
- Providing the utility with access to their meter
- Giving at least seven days advance notice before moving or discontinuing service

## Right to Safe and Reliable Utility Service

The Pennsylvania Public Utility Code requires that every public utility create and maintain adequate, efficient, safe and reasonable service and facilities. Utilities also are required to make necessary repairs and improvements to service and facilities. Services should be reasonably continuous and without unreasonable interruptions or delay.

Consumers have the right to request actual readings of their natural gas and electric bills.



## Choosing an Electric or Natural Gas Supplier

As a Pennsylvanian, you may be able to choose your electric generation supplier ([www.PAPowerSwitch.com](http://www.PAPowerSwitch.com)) and natural gas supplier ([www.PAGasSwitch.com](http://www.PAGasSwitch.com)) in areas where competitive supplies are offered. Consumers may be able to secure supply rates below the prices offered by their utility. Consumers are encouraged to proactively engage competitive suppliers – unregulated by the PUC – to obtain pricing information for the generation portion of their bill. Competitive offers may not be available in all areas.

Your other rights in the competitive energy marketplace:

- The right to a “price to compare” from both the utility and competitive supplier so you are able to make an “apples-to-apples” comparison.
- The right to receive the benefits of new services, technological advances, improved efficiency and competitive prices.
- The right to be protected from unfair, deceptive, fraudulent and anti-competitive practices of providers of electric and natural gas service.
- The right to expect that the quality, reliability and maintenance of your electric and natural gas distribution service should not change and is still monitored by the PUC.
- The right to unbiased, accurate and understandable information to help shop for power and to save money in the deregulated environment. The PUC has practical tips on its website that you can use to reduce your energy usage: [www.puc.pa.gov/consumer\\_info/electricity/consumer\\_information\\_energy\\_efficiency\\_conservation\\_shopping\\_.aspx](http://www.puc.pa.gov/consumer_info/electricity/consumer_information_energy_efficiency_conservation_shopping_.aspx).

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For more information and a list of suppliers, see the PUC's website at [www.puc.pa.gov](http://www.puc.pa.gov) and the state Office of Consumer Advocate's Electric Shopping Guide and Natural Gas Shopping Guide at: <http://www.oca.state.pa.us> or call the Office of Consumer Advocate at 1-800-684-6560.

## Filing Complaints

As a customer, you have the right to information regarding your rates, terms and conditions of service. You have the right to receive accurate bills for services you authorize. You also have the right to a fair and prompt resolution of problems you encounter with the utility. If you have a billing or service dispute with your utility, you must try to work it out with the company first. If you cannot resolve your issue with the utility, then you have the option to file a complaint with the Commission. Please see the Commission's website for more detailed information on filing informal or formal complaints: [www.puc.pa.gov/filing\\_resources/filing\\_complaints.aspx](http://www.puc.pa.gov/filing_resources/filing_complaints.aspx).

## Energy Assistance

Most utilities have assistance programs to help their customers in need, although resources are limited. First, contact your utility, which will work with you and refer you to programs that may help you, depending on your income or hardship situation. For more information, call the PUC at 1-800-692-7380 and see the Energy Assistance section of our website at: [www.puc.pa.gov/consumer\\_info/electricity/energy\\_assistance\\_programs.aspx](http://www.puc.pa.gov/consumer_info/electricity/energy_assistance_programs.aspx).

Low-income consumers may also qualify for the Low Income Home Energy Assistance Program (LIHEAP). For information regarding LIHEAP Cash and Crisis benefits and Weatherization programs please call your local County Assistance Office or the state Department of Public Welfare at: 1-800-692-7462.

## Termination Rights

Your utility company can SHUT OFF your service if you FAIL to:


- Pay your bill
- Follow through on payment arrangements
- Pay a deposit when required
- Allow the company access to its equipment

Before your service is shut off, your utility company will take the following steps:

- Send you a 10-day notice. Once you get the notice, the utility company has up to 60 days to shut off your service.
- **ATTEMPT** to contact you, either once in person or on two different days by phone, three days before your shut-off date
- From Dec. 1 through March 31, if your utility company cannot reach you at the time of termination, they will leave a 48-hour notice at your residence.

For more detailed information on your rights and responsibilities as a utility customer – including shut-offs, medical certifications, winter terminations and reconnections – please see the Commission's Responsible Utility Customer Protection Act fact sheet at: [www.puc.pa.gov/general/consumer\\_ed/pdf/Act201.pdf](http://www.puc.pa.gov/general/consumer_ed/pdf/Act201.pdf). Or call the PUC at 1-800-692-7380.

## Privacy

Consumers have the right to personal privacy. The utilities have the responsibility of safeguarding their customers' personal information and prevention against unauthorized use of this information. 

**For further information, contact the Public Utility Commission:**

### Write

PA Public Utility Commission  
Bureau of Consumer Services  
P.O. Box 3265  
Harrisburg, PA 17105-3265

### Visit our website:

[www.puc.pa.gov](http://www.puc.pa.gov)  
[www.PAPowerSwitch.com](http://www.PAPowerSwitch.com)  
[www.PAGasSwitch.com](http://www.PAGasSwitch.com)

### Call

1-800-692-7380  
For people with speech  
or hearing loss, dial 7-1-1  
(Telecommunications Relay  
Service)