
 1 Shane Timbers,
 2 v.
 3 Philadelphia Gas Works

Docket No.:
 F-2022-3037400

4 Initial Call-In
 5 Telephonic Hearing
 6 -----

7 Pages 1 - 57

8
 9 Judge's Chambers
 10 State Office Building
 11 801 Market Street
 12 Philadelphia, PA

13 Wednesday, March 22, 2023
 14 Commencing at 10:06 a.m.

15
 16
 17
 18 INDEX TO EXHIBITS

19 Docket No. F-2022-3037400

20 Hearing Date: March 22, 2023

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PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

**Graciela Christlieb, Senior Attorney
Legal Department**
Direct Dial: 215-684-6164
FAX: 215-684-6798
E-mail: graciela.christlieb@pgworks.com

March 15, 2023

VIA ELECTRONIC MAIL

Administrative Law Judge Marta Guhl
Pennsylvania Public Utility Commission
801 Market Street
Suite 4063
Philadelphia, PA 19107

Re: Shane Timbers v. Philadelphia Gas Works, Docket No. F-2022-3037400

Dear Judge Guhl:

Enclosed, please find PGW's proposed exhibits for the hearing in the above referenced matter.

If you need additional information about this matter, please contact me at my direct-dial number above. Thank you.

Sincerely,

/s/ Graciela Christlieb

Graciela Christlieb, Esquire

Enclosure

cc: Cert. of Service w/enc.



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of Philadelphia Gas Works' Proposed Exhibits upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA ELECTRONIC MAIL

Shane Timbers

shanetimbers@hotmail.com

Date: March 15, 2023

/s/ Graciela Christlieb

Graciela Christlieb, Esquire

Philadelphia Gas Works

800 W. Montgomery Ave., Philadelphia, PA 19122

Telephone 215-787-1288

Fax 215-684-6996

September 22, 2022

Shane Timbers
664 North Conestoga Street
Philadelphia, PA 19131

Account Number: 07 9219 6373

Dear Shane Timbers,

On August 25, 2022, you filed a dispute regarding the balance on your account as a result of your connection to the property of 664 North Conestoga Street, prior to your request for service on August 25, 2022. In your dispute, you indicated that the balance should have stayed on under your father's account.

On August 25, 2022, you contacted PGW's Call Center department for service and you successfully completed a new service application beginning July 28, 2022. During the application process, the representative ran Experian and you were linked to the residence since July of 1992; also, was noted that you are the owner of the property. You were advised you will be held responsible for any outstanding balance due in order to have the gas service in your name. Your account was legitimately billed due to your association with the residence.

I have included the regulations for balance transfer below.

Chapter 56

56.35 – Payment of outstanding balance.

(1) A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there, not exceeding 4 years from the date of the service request. The 4-year limit does not apply if the balance included amounts that the utility was not aware of because of fraud or theft on the part of the applicant.

(2) – A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed of lease information, a commercial available consumer credit reporting service or other methods approved as valid by the commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant's liability for any outstanding balance.

Philadelphia Gas Works



800 W. Montgomery Ave., Philadelphia, PA 19122

To assist you in your review of our findings, we are including the following documents:

1. A statement of account
2. PUC regulation excerpt
3. Utility Report

Sincerely,

N.A. Ramos

Dispute Resolution Unit

Philadelphia Gas Works



800 W. Montgomery Ave., Philadelphia, PA 19122

Additional information regarding the content in this letter can be obtained by calling or writing us at:

P.O. Box 3500, Philadelphia, PA 19122, Telephone #: 215-787-1288

Payments can be made by phone at 215-235-1000, online at www.pgworks.com, by mail to P.O. Box 11700, Newark, NJ 07101 or at any of our (6) convenient Customer Service Centers or any authorized payment center. Information regarding our Customer Service Centers and authorized payment centers is available upon request.

If you do not agree with this report, you may file an informal complaint with the Pennsylvania **Public Utility Commission** to ensure preservation of your rights.

You can file an informal complaint at the following:

Telephone #: 1-800-692-7380

or

P.O. Box 3265, Harrisburg, Pa 17105-3265

or

<http://www.puc.state.pa.us>

When you file an informal complaint, the Public Utility Commission will need to know the following:

1. The name of the ratepayer (your name).
2. Your mailing address and, if different, the address at which service is provided.
3. Your account number.
4. The name of the utility with which you have the dispute.
5. A brief statement of the dispute.
6. Whether the utility has investigated and reported to you on the matter being disputed.
7. Whether the dispute has been subject of the previous complaint filed with the Commission.
8. The date, if any, of proposed termination.
9. What you would like the Commission to do.

PHILADELPHIA GAS WORKS

PUC

Opening XML

Case Number: 3869983
Company Name: PGW (PHILA. GAS WORKS (NGDC))
Company Code: 0766
Company Type: GAS TRANSPORTER
Customer First Name: SHANE
Customer Middle Initial:
Customer Last Name: TIMBERS
Customer Account Number: 8888888888
Customer Home Phone w/ Area Code:
Customer Work Phone w/ Area Code:
Customer Service Class: RESIDENTIAL
Customer Mail Address 1:
Customer Mail Address 2:
Customer Mail Address City:
Customer Mail Address State:
Customer Mail Address Zip:
Customer Mail Address 4-Zip:
Customer Service Address 1: 664 N CATASTOGA ST
Customer Service Address 2:
Customer Service Address City: PHILADELPHIA
Customer Service Address State: PA
Customer Service Address Zip: 19131
Customer Service Address 4-Zip:
Customer Family Adults: 0
Customer Family Children: 0
Customer Family Age:
Gross Income
Source **Income Amount**
Date Open: 2022-10-06
Reason For Contact: BILLING DISPUTES (# 18)
Term Date:
Business Name:
Case Problem: CUSTOMER SAYS 900.00 WAS APPLIED TO HIS ACCOUNT WHEN ACCOUNT WAS NOT IN HIS NAME. CUSTOMER SAYS HE DISPUTED WITH COMPANY AND WAS TOLD IT WAS HIS BALANCE. CUSTOMER SAYS SHE HAS NOT

RECEIVED BILLING SINCE SWITCHING SERVICES INTO HIS NAME. JULY AND LAST METER READING WAS JULY 28, 2022. CUSTOMER SAYS HE IS NOT RESPONSIBLE FOR BALANCE AND WANTS IT REMOVED THE CELL PHONE NUMBER (215) 688 - 7104 HAS BEEN ALLOWED TO BE SHARED. THE EMAIL ADDRESS SHANETIMBERS@HOTMAIL.COM HAS BEEN ALLOWED TO BE SHARED.

Company Position: 10/05/2022 CUSTOMER RESPONSIBLE FOR BALANCE
Related Information:
Case Misc Info: CU AUTH TEXT
Hot Issue:
Case Origin: TELEPHONE
Prior Case Number: 3852219
Universal Service: N
Arrearage: 0
BCS Investigator First Name: BCS
BCS Investigator Last Name: CASE POOL
BCS Investigator Phone w/ Area Code: 7177875468
BCSIntaker First Name: DORIN
BCSIntaker Last Name: COLLINS
Number Of Time Send: 1
Number Of Time Faxed: 0
Number Of Time Faxed: 7177876641

PHILADELPHIA GAS WORKS

PUC

Closing XML

Case Number: 3869983
Company Name: PGW (PHILA. GAS WORKS (NGDC))
Company Code: 0766
Company Type: GAS TRANSPORTER
Customer First Name: SHANE
Customer Middle Initial:
Customer Last Name: TIMBERS
Account Number: 792196373
Service Address 1: 664 N CONESTOGA ST
Service Address 2:
Service City: PHILADELPHIA
Service State: PA
Service Zip 5: 19131
Service Zip 4:
Decision Issue: Y
Oral Written: W
Violation: NO
Chapter:
Section Rule:
Total Balance: 946.02
Date Closed: 2022-12-08
Resolution: DECISION LETTER ISSUED: THE PROPERTY OWNER WAS ENROLLED IN THE LANDLORD COOPERATION PROGRAM FROM 3/22/2012 TO 4/28/2022. THE PRIOR RATEPAYER AT THE PROPERTY WAS NOT A TENANT AND DOES NOT FALL UNDER THE LANDLORD COOPERATION PROGRAM. THE COMPANY PROPERLY ESTABLISHED THAT THE CUSTOMER IS CONNECTED TO THE PROPERTY AND TRANSFERRED THE OUTSTANDING BALANCE AS A CONDITION TO ACTIVATE SERVICE IN ACCORDANCE WITH PA. REGULATION 56.35(B)(1)(2). THE CUSTOMER IS RESPONSIBLE FOR ENTIRE BALANCE AS TRANSFERRED. THE COMPANY ISSUED MONTHLY BILLS ARE CORRECT AS RENDERED BASED ON ACTUAL METER READINGS IN ACCORDANCE WITH PA. REGULATION 56.12.
Balance Date: 2022-11-04
Service Restored Pay: 0.00
Service Continue Amount: 0.00
Service Continue Date:

Terms:

Special Budget Amount: 0.00
Regular Budget Amount: 213.00
Arrears Payment Plus: 0.00
FinalMonthlyPayment: 0.00
CurrentMonthlyPayment: 0.00
EndMonthlyPayment: 0.00
LetterDescription:
HeadDate: 2022-12-08
Paragraph:
Bill Date:
Reconnect Amount: 0
Pay Amount: 0.00
BCS Investigator First Name: HEATHER
BCS Investigator Last Name: TROUTMAN
Number Of Time Send: 1
Number Of Time Faxed: 0
PUC Fax: 7177876641

Specific Service Agreement Statement of Account SA- 7999579997

Customer Name	From Date	To Date		
SHANE TIMBERS	3/15/2021	3/15/2023		
Service Address	Account Number	S A Number	Meter	Rate/Class
664 N CONESTOGA ST PHIL, PA 191314210	792196373	7999579997	2071218	GS

STATEMENT

Transaction Date	Transaction Type	Reading	Read Code	# of Days	CCF Usage	Average CCF/Day	Heating DDDs	Payment Type	Due Date	Transaction Amount	Current Balance	Actual Balance
9/12/2022	XFER									\$916.46	\$916.46	\$916.46
10/11/2022	BILL	9293	R	43	7	0.16	69		11/3/2022	\$29.56	\$946.02	\$946.02
11/7/2022	PAY							Check		(\$30.40)	\$915.62	\$915.62
11/8/2022	BILL	9308	R	28	15	0.54	203		12/5/2022	\$45.44	\$961.06	\$961.06
12/5/2022	PAY							Check		(\$44.60)	\$916.46	\$916.46
12/8/2022	BILL	9377	R	32	69	2.16	553		1/5/2023	\$150.02	\$1,066.48	\$1,066.48
1/6/2023	PAY							Check		(\$150.02)	\$916.46	\$916.46
1/10/2023	BILL	9479	R	31	102	3.29	777		2/3/2023	\$208.97	\$1,125.43	\$1,125.43
2/2/2023	PAY							Check		(\$208.97)	\$916.46	\$916.46
2/8/2023	BILL	9573	R	31	94	3.03	774		3/6/2023	\$204.23	\$1,120.69	\$1,120.69
3/10/2023	BILL	9633	R	30	60	2	583		4/4/2023	\$135.66	\$1,256.35	\$1,256.35
3/15/2023	XFER									(\$916.46)	\$339.89	\$339.89
3/15/2023	XFER									(\$339.89)	\$0.00	\$0.00
3/15/2023	XFER									\$339.89	\$339.89	\$339.89
3/15/2023	BILL	9286	R	155	146	0.94	548		4/10/2023	\$343.46	\$683.35	\$683.35

Customer Contact: Customer Review Unit

Date: 03/15/2023 Time: 8:19:00 AM Source: JetSearch Related Tran: Account Maintenance
CC Type: CRU - Customer Review Unit Created: 03/15/2023 at: 8:19:14 AM by: JGLACE
Area: 800 - Residential General Service Changed: at: by:
 Surveyable Auto Delete Date: 03/15/2028 Class: Inquiry

Comments: __CRU__ Working on Docket #F-2022-3037400 --- Sent contact to AMD to transfer \$916.46 from account #07-9219-6373 back to account [REDACTED] Please then bill account #07-9219-6373 as of 03/23/2022 at 664 N Conestoga St. Please bill account [REDACTED] until 03/23/2022 at 664 N Conestoga St.

Letter
Status: Print Date: Run Number: Reprint:
Template:

Review List Tickler
Follow Up: to Review Group to User
Priority: Review Group...

Account: 0007 9219 6373 Timbers, Shane
Premise: 664 N Conestoga St/Phila,Pa
Person: Timbers, Shane

Customer Contact: Turn Off

Date: 03/23/2022 Time: 4:15:00 PM Source: JetSearch Related Tran:

CC Type: SER1 - Turn Off Created: 03/23/2022 at 4:15:13 PM by: TMC GHEE

Area: 800 - Residential General Service Changed: 03/23/2022 at 4:21:18 PM by: TMC GHEE

Surveyable Auto Delete Date: 03/23/2026 Class: Inquiry

Comments: Turn Off (AMR), 3/23/2022 cor called to turn off services stating the property was sold //processed the turn off as of 03/23 //

Letter

Status: Print Date: Run Number: Reprint:

Template:

Review List Tickler

Follow Up: to Review Group to User

Priority: Review Group...

Account: 0006 9327 9523 Timbers, Shane H

Premise: 5432 Gainor Rd/Phila,Pa

Person: Timbers, Shane H

Specific Service Agreement Statement of Account SA-

Customer Name	From Date	To Date		
	4/1/2022	3/15/2023		
Service Address	Account Number	S A Number	Meter	Rate/Class
664 N CONESTOGA ST PHIL, PA 191314210			2071218	GS

STATEMENT

Transaction Date	Transaction Type	Read Reading	Read Code	# of Days	CCF Usage	Average CCF/Day	Heating DDDs	Payment Type	Due Date	Transaction Amount
4/13/2022	BILL	9208	R	31	114	3.68	466		5/9/2022	\$206.61
5/12/2022	BILL	9261	R	29	53	1.83	234		6/7/2022	\$94.99
6/11/2022	BILL	9272	R	30	11	0.37	2		7/7/2022	\$73.58
7/13/2022	BILL	9280	R	32	8	0.25	0		8/5/2022	\$31.89
8/12/2022	BILL	9282	R	17	2	0.12	0		9/7/2022	\$19.99

RESIDENTIAL LEASE

LANDLORD'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER	
BROKER (Company) _____	PHONE _____
ADDRESS _____	FAX _____
LICENSEE(S) _____	Designated Agent? <input type="checkbox"/> Yes <input type="checkbox"/> No
BROKER IS THE AGENT FOR LANDLORD. OR (if checked below):	
Broker is NOT the Agent for Landlord and is a/as: <input type="checkbox"/> AGENT FOR TENANT <input type="checkbox"/> TRANSACTION LICENSEE	
TENANT'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER	
BROKER (Company) _____	PHONE _____
ADDRESS _____	FAX _____
LICENSEE(S) _____	Designated Agent? <input type="checkbox"/> Yes <input type="checkbox"/> No
BROKER IS THE AGENT FOR TENANT OR (if checked below):	
Broker is NOT the Agent for Tenant and is a/as: <input type="checkbox"/> AGENT FOR LANDLORD <input type="checkbox"/> SUBAGENT FOR LANDLORD <input type="checkbox"/> TRANSACTION LICENSEE	

PARTIES

- 1) This LEASE dated July 30, 2020 is between LANDLORD Shane Timbers called "Landlord" and TENANT(S) Harry Timbers called "Tenant(s)" for the Property located at 664 N. Conestoga Street, Philadelphia PA 19139 called "Property". Each Tenant is individually responsible for all obligations of this Lease, including rent, late fees, damages and other costs.
- 2) **CO-SIGNERS:** _____ Each Co-signer is individually responsible for all obligations of this LEASE, including rent, late fees, damages and other costs. Co-signers do not have the right to occupy the Property as a Tenant without the Landlord's prior written permission.
- 3) **LANDLORD CONTACT INFORMATION**

<u>Rental Payments</u>	<u>Maintenance Requests</u>
Payable to: <u>Shane Timbers</u>	Contact: <u>Shane Timbers</u>
Phone #: <u>215-688-7104</u>	Phone #: <u>215-688-7104</u>

RENTAL TERM

- 4) **START AND END DATES OF LEASE (also called "Term")**
 - (A) Start Date: August 3, 2020
 - (B) End Date: September 3, 2020
- 5) **RENEWAL TERM (check one)**
 - ✓ This Lease will AUTOMATICALLY RENEW for a term of one month (also called the "Renewal Term") at the End Date of this Lease or at the end of any Renewal Term unless:
 - 1) Tenant gives Landlord at least 30 days of written notice before End Date or before the end of any Renewal Term **OR**

- 2) Landlord gives Tenant at least 30 days written notice before End Date or before the end of any Renewal Term.
- o This Lease will TERMINATE on the End Date unless extended in writing.

RENT AND DEPOSIT

6) RENT

- a) Rent is due in advance without demand on or before the 3rd day of each month.
- b) The total Rent due each month is: \$ 850.00
- c) The total amount of Rent due during the Term is: \$ 850.00
- d) If Rent is more than 2 days late, Tenant pays a Late Charge of: %10 (On last day of grace period rent has to be paid by 9pm or it is automatically late)
- e) All other payments due from Tenant to Landlord of the Lease, including Late Charges or utility charges are considered to be Additional Rent. Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular RENT. **Water Bill will be paid along with Monthly Rent (No Exceptions)**
- f) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Rent due.
- g) Tenant will pay a fee of \$ n/a for any payment that is returned by any financial institution for any reason. Any Late Charge will continue to apply until a valid payment is received.
- h) Landlord will accept the following methods of payment: **Cash**

7) PAYMENT SCHEDULE

	Due Date	Paid	Due
a) Security Deposit, held in escrow by: <u>Owner</u>	_____	_____	\$850.00
Held at (financial institution) _____			
b) First month's rent	_____	_____	\$850.00
c) Other: <u>Last Month Rent</u>	_____	<u>\$850.00</u>	
d) Other:	Due Date	Paid	Due
Total Rent and security deposit received to date:	_____	<u>\$2550.00</u>	

8) RETURN OF SECURITY DEPOSITS (see Information Regarding Security Deposits on back)

- (A) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address where Landlord can return the Security Deposit.
- (B) Within 30 days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property that Landlord claims Tenant is responsible for.
- (C) Landlord may deduct repair costs and any unpaid rents Tenant's Security Deposit. Any remaining Security Deposit will be returned within 30 days after Tenant moves from the Property.

CARE AND USE OF PROPERTY

9) USE OF PROPERTY AND AUTHORIZED OCCUPANTS

- a) Tenant will use Property as a residence ONLY.
- b) Not more than one 2 people will live on Property. List all other occupants who are not listed as Tenants in Paragraph 1 _____

10) POSSESSION

- a) Tenant may move in (take possession of the Property) on the Start Date of this Lease.
- i. If Tenant cannot move in within N/A days after Start Date because the previous tenant is still there or because of property damage, Tenant's exclusive rights are to:
- Change the starting date of the Lease to the day when property is available. Tenant will not owe rent until Property is available OR
 - End the Lease and have all money already paid as rent or security deposit returned, with no further liability on the part of Landlord or Tenant

11) LANDLORD'S RIGHT TO ENTER

- (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair or show the Property. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or they have written permission from the Landlord.
- (B) When possible, Landlord will give Tenant 24 hour notice of the date, time, and reason for the visit.
- (C) In emergencies, Landlord may enter Property without notice. If Tenant is not present, Landlord will tell Tenant who was there and why with 24 hours of the visit.
- (D) Landlord may put up FOR SALE or FOR RENT signs on or near Property

12) CONDITION OF PROPERTY AT MOVE IN

Tenant has inspected the Property and agrees to accept the Property "as-in" except for the following:

13) APPLIANCES INCLUDED: Stove/Oven

Landlord is responsible for repairs to appliances listed above unless otherwise stated here:

14) UTILITIES AND SERVICES

Landlord and Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is not marked as being paid by the Landlord, it is the responsibility of Tenant to pay for that service. Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlord's control.

Landlord pays	Tenant pays		Landlord pays	Tenant pays	
_____	<u>X</u>	Cooking Gas	_____	<u>X</u>	Air Conditioning
_____	<u>X</u>	Electricity	_____	<u>X</u>	Cable Television
_____	<u>X</u>	Heat	_____	_____	Condominium
Fee	_____	_____	_____	_____	_____
_____	<u>X</u>	Hot Water	_____	_____	Parking Fee
_____	_____	Cold Water	_____	_____	Maintenance of
Common Areas	_____	_____	_____	_____	_____
_____	<u>X</u>	Trash Removal	_____	<u>X</u>	Pest/Rodent
Control	_____	_____	_____	<u>X</u>	Snow/Ice
_____	_____	Sewage Maintenance	_____	_____	_____
Removal	_____	_____	_____	<u>X</u>	Telephone Service
_____	_____	Lawn and Shrubbery Care	_____	_____	_____
_____	_____	Heater Maintenance	_____	_____	_____

Contract

15) TENANT'S CARE OF PROPERTY

(A) Tenant will:

- 1) Keep the Property clean and safe.
- 2) Dispose 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, heating, ventilation or other facilities or appliances on the Property, including any elevators.
- 4) Tell Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
- 5) Obey all laws.

(B) Tenant will not:

- 1) Keep any flammable, hazardous and/or explosive materials on the Property
- 2) Destroy, damage or deface any part of the Property or common areas.
- 3) Disturb the peace and quiet of other tenants or neighbors
- 4) Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that any changes or improvements made will belong to the Landlord.
- 5) Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.

(C) Tenant is solely responsible to pay the costs for repairing any damage that is the fault of Tenant or Tenant's family or guests.

16) SUBLEASING AND TRANSFER

- 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) the Property or any part of the Property without Landlord's written permission.

17) PETS

Tenant will not keep or allow any pets on any part of the Property, unless checked below.

----- Tenant may keep pets with Landlord's written permission according to the terms of the attached Rules and Regulations.

18) RULES AND REGULATIONS

- A. Rules and Regulations for use of the Property and common areas are attached. Yes No
- B. Any violation of the Rules and Regulations is a breach of the Lease.
- C. Landlord may change the Rules and Regulations if the change benefits the Tenant or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Tenant in writing.
- D. Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.

19) SMOKE DETECTORS AND FIRE PROTECTION SYSTEMS

- A. Landlord has installed smoke detectors in the Property. Tenant will maintain and regularly test smoke detectors to be sure they are in working order, and will replace smoke detector batteries as needed.
- B. Landlord's agent of any broken or malfunctioning smoke detectors is a breach of this Lease.
- C. Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is stated in the Rules and Regulations, if any.
- D. Tenant will pay for damage to the Property if Tenant fails to maintain smoke detectors or other fire protection systems.

20) LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

Property was built in or after 1978. This paragraph does not apply.

Property was built before 1978. Landlord and Tenant must provide information in this paragraph.

1) **Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below:**

Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and the lead-based hazards.

2) **Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated below:**

Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the Property. List records and reports
: _____

3) **Tenant initial all that are true:**

Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Tenant has read the information given by Landlord in paragraph 20 (A) and (B) above.

Tenant has received all records and reports that Landlord listed in paragraph 20 (B) above.

4) Landlord and Tenant certify, by signing this Lease that the information given is true to the best of their knowledge.

21) DESTRUCTION OF PROPERTY

- a. Tenant will notify Landlord or Landlord's agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord or Landlord's agent of any condition in the Property that could severely damage or destroy the Property
- b. If the Property is severely damaged or destroyed for any reason:
 - 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, OR
 - 2. If the law does not allow Tenant to live on the Property, this Lease is ended.
- a. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- b. If Tenant, Tenant's family, or Tenant's 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.

22) INSURANCE AND RELEASE

(D) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's property, or Tenant's guests. Tenant is advised to obtain property and liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property.

IF CHECKED, Tenant must have insurance policies providing at least **\$5,000.00** property insurance and \$ _____ liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request.

(E) Landlord is not legally responsible for any injury or damage to Tenant or Tenant's guests that occurs on the Property.

- (F) Tenant is responsible for any loss to Landlord caused by Tenant's family or Tenant's guests, including attorney's fees.

ENDING LEASE

23) LANDLORD REMEDIED IF TENANT BREACHES LEASE

- A.** If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
1. Taking possession of the Property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and reasonable costs, including the cost for Landlord or Landlord's agent to attend court hearings.
 2. Filing a lawsuit against Tenant for rents, damages and unpaid charges, and for rents and charges for the rest of the Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks.
- B.** Keeping Tenant's Security Deposit to be applied against unpaid rent or damages, or both.
- C.** If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice.
- i. TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT NOTICE PERIOD IS STATED
HERE: _____

24) TENANT ENDING LEASE EARLY

Tenant may end this Lease and move out of the Property before the End Date of the Lease or any Renewal Term only with written permission of Landlord, and only if:

- A.** Tenant gives Landlord at least **30** days written notice, AND
- B.** Tenant pays Landlord a Termination Fee of **N/A**, AND
- C.** Tenant continues to pay all rent until the End Date of the Lease, or any Renewal Term, or until a new tenant is approved by Landlord and a new lease takes effect, whichever happens first.

25) ABANDONMENT

- A.** If Tenant abandons Property while Rent is due and unpaid, Landlord has the right to take possession of the Property immediately and to rent the Property to another tenant.
- B.** Any of Tenant's personal property or possessions remaining on the Property after Tenant moves out will be considered to be abandoned property. Landlord will have the right to remove and dispose of any abandoned property in any manner determined by Landlord. Tenant will pay for the cost of removal and disposal of abandoned property.

26) SALE OF PROPERTY

- A.** If Property is sold, Landlord will give Tenant in writing:
 1. Notice that the Security Deposit has been given to the new landlord, who will be responsible for it.
 2. The name, address and phone number of the new landlord and where rent is to be paid, if known.
- B.** Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced rent to the new landlord.
- C.** Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.
- D.** If Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate this Lease if Landlord gives at least **30** days written notice to Tenant. Tenant is not entitled to any payment of damages.

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 the government, 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 advanced rent.
- C.** No money paid to Landlord for the condemnation of the Property will belong to Tenant.

ADDITIONAL TERMS

28) TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER Landlord may have a mortgage on the Property.

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

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

30) ENTIRE AGREEMENT This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant.

NOTICE BEFORE SIGNING: If Tenant has legal questions, Tenant is advised to consult an attorney.

If Landlord or Tenant are represented by a licensed real estate broker, Tenant and/or Landlord acknowledge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. code §35.336 and/or § 35.337.

By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information set forth in this Lease.

WITNESS _____ TENANT _____ DATE _____

Harry Timbers

WITNESS _____ TENANT _____ DATE _____

WITNESS _____ CO-SIGNER _____ DATE _____

WITNESS _____ LANDLORD _____ DATE _____

Shane Timbers

WITNESS _____ LANDLORD _____ DATE _____

Brokers'/Licensees' Certifications By signing here, Brokers and Licensees involved in this transaction certify that: (1) The information given is true to the best of their knowledge; AND (2) They have told Landlord of Landlord's responsibilities under the Residential Lead Based Paint Hazard Reduction Act (42 U.S.C. §4582d), described in the Lead Hazard Disclosure Requirements (see Lead-Based Paint Hazards Notice). Brokers and Licensees must make sure that Landlord gives Tenant the information required by the Act.

BROKER FOR LANDLORD (Company Name) _____
ACCEPTED BY _____ DATE _____

BROKER FOR TENANT (Company Name) _____
ACCEPTED BY _____ DATE _____

IF LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Landlord, _____ (current Landlord) now transfers to _____ (new landlord) his heirs and estate, this Lease and the right to receive the rents and other benefits.

WITNESS _____ LANDLORD _____ DATE _____

WITNESS _____ LANDLORD _____ DATE _____

Certificate of Rental Suitability

Certificate Number 19400

ADDRESS 664 N CONESTOGA ST, Philadelphia, PA 19131-4210	RENTAL LICENSE NUMBER 396230
	DATE ISSUED 07/30/2020
NUMBER OF LICENSED UNITS (ZONING) 1	EXPIRATION DATE 10/28/2020



In accordance with Philadelphia Code Section PM-102.6.4, at the inception of each tenancy, an owner shall provide to the tenant a Certificate of Rental Suitability issued by the Department of Licenses and Inspections no more than sixty (60) days prior to the inception of the tenancy.

A search of the Department of Licenses & Inspections' data records indicates that on the date issued there are no available notices of uncorrected code violations on file for the property.

OWNER'S AFFIDAVIT

Subject to the penalties relating to unsworn falsification to authorities, I hereby attest that all fire protection and smoke detection equipment for the premises is present and in proper operating order in accordance with all applicable requirements of the Philadelphia Code and regulations and standards adopted thereunder; the operating systems and the property are free from defects which affect the health and safety of the occupants or the habitability of the property, and including but not limited to those set forth in department regulation; and I will continue to maintain the operating systems and the property free from defects which affect the health and safety of the occupants and the habitability of the property throughout the tenancy. In addition, I attest that I have provided the tenant with a copy of the City of Philadelphia "Partners for Good Housing" brochure in one of the published languages requested by the tenant.

NAME (PLEASE PRINT) <hr/>	RENTAL UNIT NUMBER <hr/>
SIGNATURE <hr/>	DATE <hr/>



NOTICE TO TENANT

This Certificate is valid only if signed by the owner and a copy of "Partners for Good Housing" is attached. To report code violations please contact the Department of Licenses & Inspections at 215-686-2463 or enter an on-line complaint at WWW.PHILA.GOV. All complaints are confidential.