
Jamal Hicks,
v.
Philadelphia Gas Works

Docket No.:
F-2024-3045789

Initial Call-In
Telephonic Hearing

Pages 1 - 68

Judge's Chambers
Keystone Building
400 North Street
Harrisburg, PA

Monday, April 15, 2024
Commencing at 10:11 a.m.

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Docket No. F-2024-3045789

Hearing Date: April 15, 2024

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Gas Usage 10/2014 to

10/2029 through 10/2021

PGW Late Filed Exhibit

--

--

Gas Usage 10/2021

through 10/2022

Fwd: 25 n dewey st

BCS Case # 3959429

From: Jamal (liljdubs24@yahoo.com)
To: diana28bedoya@gmail.com
Date: Tuesday, December 12, 2023, 03:17 PM EST



Sent from my iPhone

Begin forwarded message:

From: Landlord Cooperation Program <lcp@pgworks.com>
Date: December 12, 2023 at 3:09:28PM EST
To: Jamal <liljdubs24@yahoo.com>
Subject: RE: 25 n dewey st

Good afternoon,

Our records show that 25 N Dewey St was registered into the Landlord Cooperation Program since 02/05/2013. However, the outstanding balance is the result of theft of service. Such amounts can be billed to the owner of a property and are not protected under LCP. We here at LCP cannot assist with your billing dispute. In accordance with Public Utility Regulations, you must first take this issue up with the Dispute Resolution Unit (DRU). We can see that this dispute was initiated for you on 11/29/2023. As a courtesy, we here at LCP will forward your inquiry to the DRU supervisory team along with the attached documentation. Please allow them up to 30 days to address this matter. For an updated status regarding your dispute call their hotline at 215-787-1288. A copy of the attached documents have already been sent to the Revenue Protection Unit whom was responsible for discovering the Unauthorized Usage at the property.

We apologize that we cannot be of further assistance.

Thank You



Joyshalyn Moore | Landlord Cooperation Program Manager | Customer Programs

Philadelphia Gas Works | 800 W. Montgomery Ave | Philadelphia, PA 19122

Email: lcp@pgworks.com | Fax: (215) 684-6628

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This message is intended for the exclusive use of the intended addressee and may contain information that is privileged or confidential or otherwise legally exempt from disclosure. If you have received this message in error and/or are not the intended addressee or his/her authorized agent, please notify us immediately by e-mail, disregard any paper copies and delete all electronic files of this message.

From: Jamal <liljdubs24@yahoo.com>
Sent: Tuesday, December 12, 2023 12:09 PM
To: Landlord Cooperation Program <LCP@pgworks.com>
Subject: Fwd: 25 n dewey st

External Email Notice. This Email originates from outside of PG&E.
Do not click on links or open attachments unless you recognize the sender

Sent from my iPhone

Begin forwarded message:

From: Jamal Hicks <LILJDUBS24@yahoo.com>
Date: December 5, 2023 at 11:34:13AM EST
To: rpudocuments@pgworks.com, Landlord Cooperation Program <lcp@pgworks.com>
Subject: Fw: 25 n dewey st

Good Morning

I am emailing all of the parties involved because it seems as though there is some kind of miscommunication. I have called numerous times to try to solve this and I continue to get the run around from the departments involved. I signed up for the LCP program back in 2013 and have been a part of it as a landlord since. The property in dispute is 25 N.Dewey St. It has been signed up under the program since February 5th 2013. Recently I attempted to transfer the gas in my name after getting the property legally back to my possession from a tenant that was in the process of an eviction at the time. When I tried to get service under my name I was told the tenant/occupant was stealing gas and I was not able to get a meter until the term of \$2,537.70 was paid in full. I have complied and sent in the court documents for eviction as well as the lease agreement. I am wrongfully being held accountable for a debt that belongs to the tenant that resided in the property [REDACTED] even after complying with all of the processes required out of me. I'm currently not able to rent my property although I have complied. I have contacted customer service multiple times, submitted a dispute and currently continue to wait for a 24 hr call back from the supervisors that was scheduled as of Wednesday November 29th of 2023. I need some type of resolution as I am currently being held from renting the property due to the issue with the Gas Meter. I have reattached all the information from the eviction, the lease as well as my rental license which is proof that Mrs. Reddrick was in possession of the property during the period of unauthorized usage. If I need to make a police report for the stolen gas usage I will I am currently being held accountable for something I am not entitled to pay. I have provided

all the necessary documentation and I am being held from an income due to lack of review of the information. PGW is trying to charge me knowing willfully that I was not the actual occupant there. Is PGW going to pay the rent of Dedember ? Because you guys are willfully ignoring all the proof and all the information I submitted. I need someone to contact me as soon as possible as I have tenants waiting to move in and can't due to the lack of review from PGW and the landlord protection program. I have added my contact information in the email below.

BCS Case # 31212
3954429

Sincerely,

Jamal Hicks
215-768-6340
Liljdubs24@yahoo.com

----- Forwarded Message -----

From: Landlord Cooperation Program <lcp@pgworks.com>
To: Jamal Hicks <liljdubs24@yahoo.com>
Sent: Wednesday, November 22, 2023, 12:42:25 PM EST
Subject: RE: 25 n dewey st

Good Afternoon,

Our service records show that the gas was shut off in the tenant's name on 10/04/2022. We sent you an LCP email notifying you that the gas was shut off at 25 N DEWEY ST.

With regards to LCP notifications, once a tenant's gas service is terminated, communication to you regarding the property stops until the gas service is properly restored.

Our records show that someone other than PGW restored the gas service without PGW authorization. When this happens, PGW turns the gas off again, removes the meter and investigates the amount of unauthorized gas used and who is responsible for it. For further information regarding restoring the gas service properly, please contact PGW customer service at 215-235-2050. You can ask them for an email address to send proof of the eviction and the lease for the tenant, so that we know when the tenant actually left the property, for the investigation.

25 N DEWEY ST remains registered and cooperative in the LCP with your active rental license # 580458. Unfortunately, the LCP cannot assist with this situation. However, we recommend that you contact PGW customer service to ask about providing proof if the previous tenant may be responsible for this unauthorized turn on of the gas.

Thank you,

Christine Jackson | Landlord Cooperation Program Manager | Customer Programs

Philadelphia Gas Works | 800 W. Montgomery Ave | Philadelphia, PA 19122

Email: lcp@pgworks.com | Fax: (215) 684-6628

Thank you
Jamal Hicks
2157686340

BCS Case # 3459429

Property Address :

25 N Dewey St.
Philadelphia Pa 19139

Rental License Number : 580458

PGW

This message is intended for the exclusive use of the intended addressee and may contain information that is privileged or confidential or otherwise legally exempt from disclosure. If you have received this message in error and/or are not the intended addressee or his/her authorized agent, please notify us immediately by e-mail, disregard any paper copies and delete all electronic files of this message.

From: Jamal Hicks <iljdubs24@yahoo.com>
Sent: Wednesday, November 22, 2023 10:53 AM
To: Landlord Cooperation Program <LCP@pgworks.com>
Subject: 25 n dewey st

External Email Notice. This Email originates from outside of PGW.

Do not click on links or open attachments unless you recognize the sender.

Good morning , to whom it may concern:

My name is Jamal Hicks and I'm the property owner of 25 N Dewey St. Phila. Pa 19139. I recently evicted a tenant by the name of [REDACTED]. So I called the gas company to switch the gas in my name because I need to do some repairs at the property. I told the representative that the gas was already on because I turned the stove on and it was working, the rep said that the gas should be turned off and someone from the gas company has to come out and turn it on physically. So someone from the gas company came out and went to the meter and said someone had tampered with the meter so I could not turn the gas on. He then took out the meter and said that someone will contact me from the gas company. Im still waiting to hear from someone. I have this property under the LCP program and i was not getting in correspondence from PGW as far as what was going on with this property and Ms. Reddick. My license has always been valid for this property so i don't what happened i Usually get a email when something is going on with any property that i have under the LCP program. It would be great if someone can let me know whats going on, and also figure out why I wasn't receiving anything as far as what was going on at the property.



PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

LANDLORD/TENANT COMPLAINT

LT-23-08-31-5848

<p>JAMAL HICKS 2500 HILLCREST RD DREXEL HILL, PA 19026</p>	<p>AKA/DBA: AND ALL OCCUPANTS 25 N DEWEY STREET PHILADELPHIA, PA 19139</p>
<p>Plaintiff(s)</p>	<p>Defendant(s)</p>

JUDGMENT BY AGREEMENT

(Judgments by Agreement are not appealable)

- [x] Judgment for the Plaintiff for the Amount of: 750.00 Plus Costs: 0.00 For a Total of: 750.00
 [x] Judgment for Possession as of: 09-25-2023
 [] Judgment for Possession only as of:
 [] Money Judgment only: Plus Costs: For a Total of:
 [] Money Judgment to be Satisfied if Defendant vacates by:
 [] Judgment of Possession to be Satisfied if Defendant pays (as outlined in Other Conditions) by:
 [] Judgment of Possession to be Satisfied if (see Other Conditions)

Other Conditions:

- Defendant agrees to the following:
 1. Tenant agrees to pay landlord \$750.00 on 10/01/2023 by way of certified money order.
 2. Tenant also agrees to vacate premises by 10/01/2023 removing all personal property leaving premises free of trash and debris and returning keys to landlord.
 3. Tenant understands that all prepaid rent and security deposit is forfeited.
 4. The order to satisfy has been explained.

IMPORTANT!

Please read each clause below and on the attached notice.

- If the agreement is broken, possession may be enforced on this agreement for the following reasons agreed upon by all parties.
 - [] (a) Non-Payment of rent
 - [] (b) Termination of the term
 - [] (c) Breach of condition of the lease.

If you are being sued for non-payment of rent only you cannot be evicted as long as you pay your outstanding rental arrearage up until the time the Alias Writ is served.
- Any breach of this agreement may allow the eviction to proceed without further Notice.
- Any Landlord/Tenant action that is not completed within 180 days will require a new filing with a new Notice to Quit unless a Petition to Extend is granted.

ONLY THE TERMS OUTLINED AND WRITTEN ON THIS FORM ARE ENFORCEABLE. ANY AND ALL VERBAL AGREEMENTS MADE BETWEEN THE PARTIES OR WITH AN ATTORNEY ARE NOT ENFORCEABLE.

<p>Plaintiff's Signature: </p>	<p>Defendant's Signature: </p>
<p>Plaintiff's Telephone Number:</p>	<p>Defendant's Telephone Number:</p>
<p>Plaintiff's Attorney:</p>	<p>Defendant's Attorney:</p>
<p>Plaintiff's Attorney's I.D. & Telephone Number:</p>	<p>Defendant's Attorney's I.D. & Telephone Number:</p>
<p>Mediator--Signature: K. Q. </p>	<p>Mediator--Print Name: COURT APPOINTED MEDIATORS</p>

SEE ATTACHED EXPLANATORY NOTICE



THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT, WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY, AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF THE HEARING WHICHEVER IS LATER.

LEASE

Docket #

Complainant's
Exhibit

3

041524 KK

BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, Jamal D Hicks, shall be referred to as "OWNER" and Tenant(s)/Lessee, [REDACTED], shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at 25 N. Dawey St. in the city of Philadelphia.

- TERMS:** RESIDENT agrees to pay in advance \$1400.00 per month on the 1st day of each month. This agreement shall commence on April 1, 2022 and continue; (check one)
A. until April 1, 2023 as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.
B. until _____, _____ on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.
- PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows 25 N. Dawey St. Phila. Pa 19139. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$ 1400.00, and a Security Deposit of \$ 1400.00, and additional charges/fees for Last month's rent 1400, for a total payment of \$ 4200.00. All payments are to be made payable to Jamal D Hicks.
- SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.
- LATE CHARGE:** A late fee of \$ 50.00, (not to exceed 20 % of the monthly rent), shall be added and due for any payment of rent made after the 5th day of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$ No checks.
per day after the 5th then 5.00 per day
- UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises except Water, Gas, electric.
- OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance
Jasmen A. Gordy
- PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ No pets shall be required along with additional monthly rent of \$ No pets along with the signing of OWNER'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

8. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

9. **PARKING:** When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space Street Parking. The parking fee for this space (if applicable is \$ N/A monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

10. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

15. **HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

18. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

- Lead Based Paint Disclosure Form
- EPA Pamphlet

27. ADDITIONS AND/OR EXCEPTIONS

Inspections / walk through will be conducted at
time of rent pick up

28. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at 53 N. 63rd St. Phila. Pa. 19139

29. INVENTORY: The premises contains the following items, that the RESIDENT may use.

30. KEYS AND ADDENDUMS: RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)

- Keys #of keys and purposes 1 Front & Back door key 1 mailbox key
- House Rules Pet Agreement Other _____

31. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature _____

Date 1 APR 2022

RESIDENT'S Signature _____

Date _____

OWNER'S or Agent's Signature _____

Date April 1, 2022

Tenant is responsible for snow removal and yard maintenance

X _____

A fee of 75.00 will be charged if tenant losses keys or landlord has to come open door

X _____

Tenant has received a copy of rental suitability, and good partners for housing handbook

X _____

File no. _____

Complainant's
Exhibit
041524 KK
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Notice Concerning Personal Property Left in the Rental Property
If you vacate the rental property and leave personal property behind in the rental property, you have ten days to contact your landlord about your intentions concerning the removal of that personal property. Your landlord is obligated to retain your personal property for thirty days if you make such a request within ten days of vacating the rental property. If such request is made within the ten-day period, your landlord may dispose of the personal property at the end of the ten-day period. Additionally, you may be held responsible for the costs of removal or storage of your personal property after the landlord has the right to dispose of such property. Section 505.1 of the Landlord and Tenant Act of 1951 ("Act"), Act of April 6, 1951, P.L. 69, as amended, 68 P.S. § 505.1, which may be found at the following internet address: <http://legiscan.com/gaits/text/258789>.

ALIAS WRIT OF POSSESSION

THE PHILADELPHIA MUNICIPAL COURT

LT CLAIM NO. LT-23-08-31-5848, 11/20/2023

JAMAL HICKS
2500 HILLCREST RD
DREXEL HILL, PA 19026

Plaintiff(s)

AKA/DBA: AND ALL OCCUPANTS
25 N DEWEY STREET
PHILADELPHIA, PA 19139

Defendant(s)

Property Address: 25 N DEWEY STREET, PHILADELPHIA, PA 19139

File No. _____

FOR USE ONLY WITH ALIAS

LANDLORD/AGENT TO BE RESPONSIBLE FOR GOODS LEFT ON PREMISES AND POSSESSION GIVEN AS COMMANDED WITHIN WRIT.

DATED:
BY LANDLORD/AGENT

File no. _____

Notice Concerning Personal Property Left in the Rental Property

If you vacate the rental property and leave personal property behind in the rental property, you have ten days to contact your landlord about your intentions concerning the removal of that personal property. Your landlord is obligated to retain your personal property for thirty days if you make such a request within ten days of vacating the rental property. If no such request is made within the ten-day period, your landlord may dispose of the personal property at the end of the ten-day period. Additionally, you may be held responsible for the costs of removal or storage of your personal property after the landlord has the right to dispose of such property. Section 505.1 of the Landlord and Tenant Act of 1951 ("Act"), Act of April 15, 1951, P.L. 69, as amended, 68 P.S. § 505.1, which may be found at the following internet address: <http://legiscan.com/gaits/text/258789>.

WRIT OF POSSESSION

THE PHILADELPHIA MUNICIPAL COURT

LT CLAIM NO. LT-23-08-31-5848, 10/11/2023

JAMAL HICKS 2500 HILLCREST RD DREXEL HILL, PA 19026	<i>Plaintiff(s)</i>
[REDACTED] AKA/DBA: AND ALL OCCUPANTS 25 N DEWEY STREET PHILADELPHIA, PA 19139	<i>Defendant(s)</i>

Property Address: 25 N DEWEY STREET, PHILADELPHIA, PA 19139

FOR USE ONLY WITH WRIT OF POSSESSION

To the Named Defendant, Tenants and Occupants,

You are hereby notified to vacate premises _____,

Philadelphia, Pennsylvania within ____ days of this written notice: i.e., no later than _____.

Failure to vacate the aforesaid premises will result in the issuance of an Alias Writ of Possession; and all force necessary to eject you in order to execute the said Writ will be employed.

Dated: _____

By Sheriff of Philadelphia County

File No. _____



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107
Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

LT-23-08-31-5848

JAMAL HICKS 2500 HILLCREST RD DREXEL HILL, PA 19026 <p align="right"><i>Plaintiff(s)</i></p>	[REDACTED] AKA/DBA: AND ALL OCCUPANTS 25 N DEWEY STREET PHILADELPHIA, PA 19139 <p align="right"><i>Defendant(s)</i></p>
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Property Address: 25 N DEWEY STREET, PHILADELPHIA, PA 19139

_____	Address & Phone
Petitioner/Attorney	
Attorney # _____	

**WRIT OF POSSESSION
Eviction**

TO: Sheriff of Philadelphia

(1) To satisfy the judgment of possession in the above matter you are directed to deliver possession of the following described property to:
JAMAL HICKS

(2) To satisfy the debt and costs against:
[REDACTED]
AND ALL OCCUPANTS

you are directed to levy upon any property and sell his/her/their interest therein of:
25 N DEWEY STREET, PHILADELPHIA, PA 19139

OCT 12 2023
 MILDRED KLEINER

MILDRED KLEINER

REAL DEBT	\$	750.00
CREDIT	\$	_____
INTEREST	\$	_____
From 09/25/2023	\$	_____

COSTS PAID:	
Prothonotary	\$ 6.60
LT Officer/Sheriff	\$ 345.00

Eric Feder, Director, Office of Judicial Records
The Philadelphia Municipal Court

By Mildred Kleiner

Date: 10/11/23 Clerk





**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
AFFIDAVIT OF BREACH OF AGREEMENT**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

LT-23-08-31-5848

JAMAL HICKS 2500 HILLCREST RD DREXEL HILL, PA 19026	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> AKA/DBA: AND ALL OCCUPANTS 25 N DEWEY STREET PHILADELPHIA, PA 19139
<i>Plaintiff(s)</i>	<i>Defendant(s)</i>

JAMAL HICKS

DEPOSES AND STATES THAT I AM THE PLAINTIFF/DEFENDANT IN THIS COMPLAINT AND THAT THE FACTS SET FORTH HEREIN ARE TRUE AND CORRECT, VIZ, THAT THIS PLAINTIFF/DEFENDANT DID NOT COMPLY WITH THE AGREEMENT AS TO THE FOLLOWING:

Petitioner states that the Defendant failed to make the payment of \$750.00 that was due on 10/1/2023, vacate the property and return the keys to the Landlord as per the JBA.

An affidavit that the agreement was broken by you and that this may result in the execution of your judgment. This means that the property or goods you own may be sold at a Sheriff's sale or by other means.

An affidavit that the agreement was broken by you (Landlord and Tenant agreement) and this may result in your eviction.

If you disagree with this affidavit and have kept the agreement you signed, you should go to the Philadelphia Municipal Court, Second Filing Unit, 1339 Chestnut Street, Room 1000, Philadelphia, PA 19107 within five (5) business days of receipt of this letter.

I am a plaintiff in this petition action. I hereby verify that I am authorized to make this verification and that the facts set forth above are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities.

Signature

ATTEST
OCT 11 —
MILDRED KLENER



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107
Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

LANDLORD/TENANT COMPLAINT

LT-23-08-31-5848

JAMAL HICKS 2500 HILLCREST RD DREXEL HILL, PA 19026	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> AKA/DBA: AND ALL OCCUPANTS 25 N DEWEY STREET PHILADELPHIA, PA 19139
<i>Plaintiff(s)</i>	<i>Defendant(s)</i>

JUDGMENT BY AGREEMENT

(Judgments by Agreement are not appealable)

- Judgment for the Plaintiff for the Amount of: 750.00 Plus Costs: 0.00 For a Total of: 750.00
- Judgment for Possession as of: 09-25-2023
- Judgment for Possession only as of:
- Money Judgment only: Plus Costs: For a Total of:
- Money Judgment to be Satisfied if Defendant vacates by:
- Judgment of Possession to be Satisfied if Defendant pays (as outlined in Other Conditions) by:
- Judgment of Possession to be Satisfied if (see Other Conditions)

Other Conditions:

- Defendant agrees to the following;
1. Tenant agrees to pay landlord \$750.00 on 10/01/2023 by way of certified money order.
 2. Tenant also agrees to vacate premises by 10/01/2023 removing all personal property leaving premises free of trash and debris and returning keys to landlord.
 3. Tenant understands that all prepaid rent and security deposit is forfeited.
 4. The order to satisfy has been explained.

IMPORTANT!

Please read each clause below and on the attached notice.

1. If the agreement is broken, possession may be enforced on this agreement for the following reasons agreed upon by all parties.
 - (a) Non-Payment of rent
 - (b) Termination of the term
 - (c) Breach of condition of the lease.
 If you are being sued for non-payment of rent only you cannot be evicted as long as you pay your outstanding rental arrearage up until the time the Alias Writ is served.
2. Any breach of this agreement may allow the eviction to proceed without further Notice.
3. Any Landlord/Tenant action that is not completed within 180 days will require a new filing with a new Notice to Quit unless a Petition to Extend is granted.

ONLY THE TERMS OUTLINED AND WRITTEN ON THIS FORM ARE ENFORCEABLE. ANY AND ALL VERBAL AGREEMENTS MADE BETWEEN THE PARTIES OR WITH AN ATTORNEY ARE NOT ENFORCEABLE.

Plaintiff's Signature: 	Defendant's Signature:
Plaintiff's Telephone Number:	Defendant's Telephone Number:
Plaintiff's Attorney:	Defendant's Attorney:
Plaintiff's Attorney's I.D. & Telephone Number:	Defendant's Attorney's I.D. & Telephone Number:
Mediator--Signature: K. Q.	Mediator--Print Name: COURT APPOINTED MEDIATORS

SEE ATTACHED EXPLANATORY NOTICE



THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT, WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY, AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF THE HEARING WHICHEVER IS LATER.



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

LT-23-08-31-5848

JAMAL HICKS
2500 HILLCREST RD
DREXEL HILL, PA 19026

AKA/DBA: AND ALL OCCUPANTS
25 N DEWEY STREET
PHILADELPHIA, PA 19139

Plaintiff

Defendant(s)

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: JAMAL HICKS

Signature: JAMAL HICKS

Name: JAMAL HICKS

Attorney No. (if applicable): _____



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

April 9, 2024

VIA ELECTRONIC MAIL

Special Agent Michael Mroczka
Pennsylvania Public Utility Commission
400 North Street, 2nd Floor West
Harrisburg, PA 17120
micmroczka@pa.gov

Re: Jamal Hicks v. Philadelphia Gas Works, Docket No. F-2024-3045789

Dear Special Agent Mroczka:

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 FIRST ELECTRONIC MAIL

Jamal Hicks

liljdubs24@yahoo.com

Date: April 9, 2024

/s/ Graciela Christlieb

Graciela Christlieb, Esquire



Theft Reporting Sheet

Address of Bypass: 25 N DEWEY ST Apt #: Floor:

Date found: 11/17/2023 Time Found: 3:30:00 PM Time Reported: 4:14:00 PM Taken by: WALKER 13971

Reporting Employee: FERRON 13691 Dept: Field

Reporting Employee: Dept:

Reporting Employee: Dept:

Reason for Visit: MRD TIP ASSIST LEAK RPU OTHER TURN ON

How was PGW admitted: MAN

Occupant: How Long:

How was gas found? On OFF

Bypass: How Installed:

- Flex Connector
- Rubber Hose
- Iron Pipe
- Reversed Meter
- Stolen Meter
- Tampered Meter
- Other

- Inlet to Outlet
- Hose to Fuel Line
- Inlet to Fuel Line

ERT HEAD REMOVED

*Stolen Meter Info: Number: Index:

Address of Record for STL: APT: Floor:

S/O of last active Index: Date: Rate:

Appl on Fuel Line: HH: 100,000 AWH:36,000 AGR: 65,000 DRYER: OTHER:

Meter of Record Recovered: Y #: 1670043 Index:9964 Where: SECOND FOUNDATION OF THE WALL

How was gas shut off? LOCKING PLUGS INLET TO OUTLET

P.T.N.? Yes No Leak? Yes No Pictures? Yes No Investigator's Name:

Police on Scene: Dist: Car: Name: Badge:

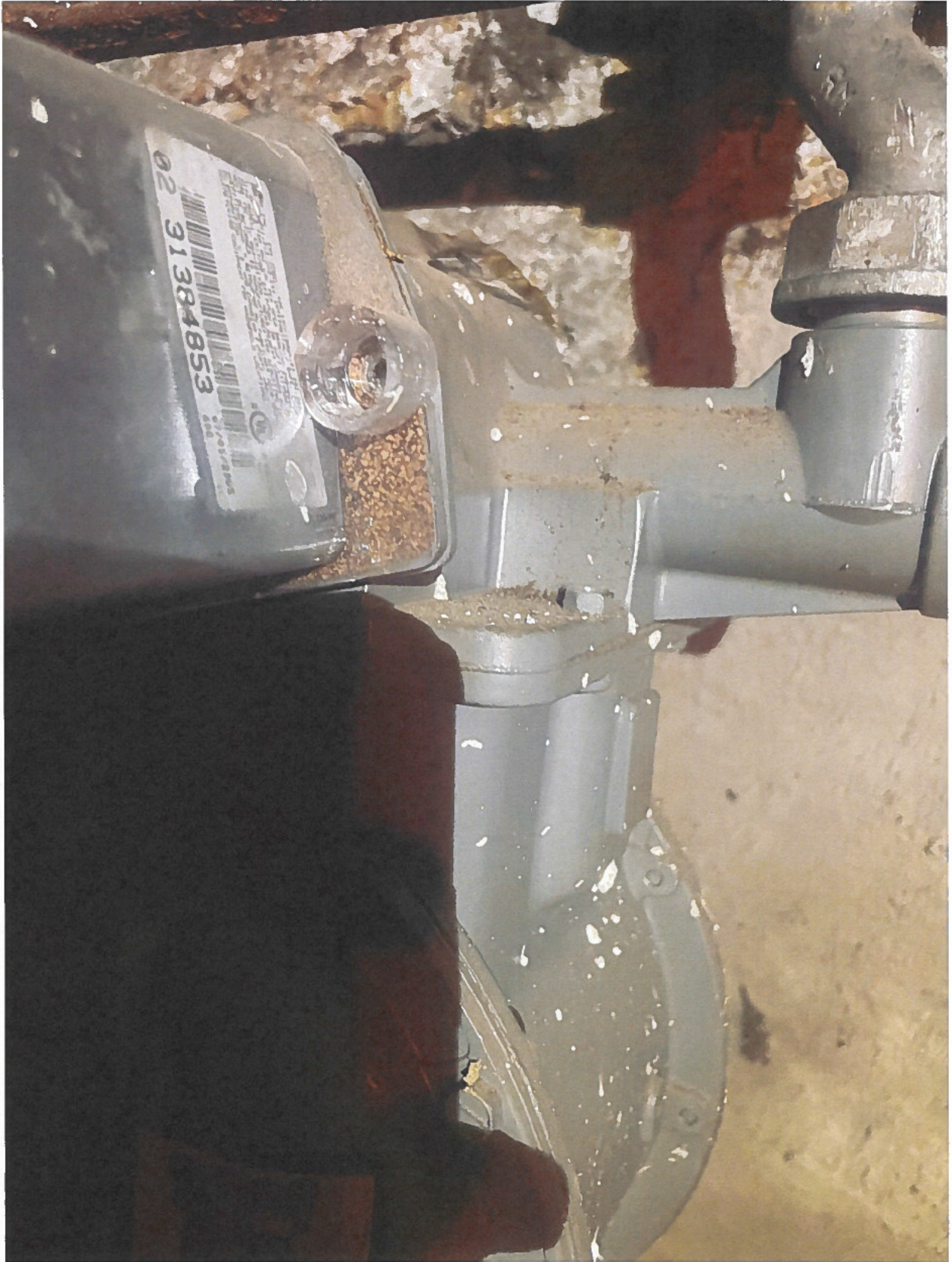
Additional Comments:

P/E: Date:

Abandoned: Yes No Main Footway









Field Information

Order Num | 14152277 | Order Type | Unbilled Usage Investigation | Customer Name | HICKS JAMAL

Field Activity Sequence

Sequence	Work Date	Employee	Status Code	Comp Type	Dispatch Type	Window	Time	Gas Found	Gas Left
▶ 14107479	11-17-23	Ayub Ferron	CMP	Completed By FSD	Primary	1600-2000	11/17/2023 4:28 PM	ON	OFF

Field Activity Details

Gas Status | Appliance Data | Hazard Data | Non-Part Charges | Safety Survey | Meter Order | Parts Summary | Activities | Completion Time | Survey Check | Acct. Codes | Comment

Gas Found	Gas Left	Off Method	Second Off Method
▶ ON	OFF	Locking Plugs	Expander

Others Order Data

Customer Re	Order Type Desc	Special Instructions	Created By	Contact Name	Contact Number
▶	Unbilled Usage Investigation	Unbilled Usage Investigation	ateti		

Close

Field Information

Order Num: 14152277 Order Type: Unbilled Usage Investigation Customer Name: HICKS JAMAL

Field Activity Sequence

Sequence	Work Date	Employee	Status Code	Comp Type	Dispatch Type	Window	Time	Gas Found	Gas Left
▶ 14107479	11-17-23	Ayub Ferron	CMP	Completed By FSD	Primary	1600-2000	11/17/2023 4:28 PM	ON	OFF

Field Activity Details

Gas Status: Appliance Data Hazard Data Non-Part Charges Safety Survey Meter Order Parts Summary Activities Completion Time Survey Check Acct. Codes Comment

Appliance	BTU	Unit Number	Operational
▶ Heaters	100000	1	Y
Ranges	65000	1	Y
Water Heaters	36000	1	Y

Others Order Data

Customer Re	Order Type Desc	Special Instructions	Created By	Contact Name	Contact Number
▶	Unbilled Usage Investigation	Unbilled Usage Investigation	ateti		

[Close](#)

Field Information

Order Num: 14152277 Order Type: Unbilled Usage Investigation Customer Name: HICKS JAMAL

Field Activity Sequence

Sequence	Work Date	Employee	Status Code	Comp Type	Dispatch Type	Window	Time	Gas Found	Gas Left
▶ 14107479	11-17-23	Ayub Ferron	CMP	Completed By FSD	Primary	1600-2000	11/17/2023 4:28 PM	ON	OFF

Field Activity Details

Gas Status | Appliance Data | Hazard Data | Non-Part Charges | Safety Survey | **Meter Order** | Parts Summary | Activities | Completion Time | Survey Check | Acct. Codes | Comment

Action	Current Meter Number	New Meter Number	Current ERT	New ERT	Current Index	New Index	Loc Desc	Reason
▶ Remove Meter	1670043	0	31384853	0	9964	0	Basement	Bypass

Others Order Data

Customer Re	Order Type Desc	Special Instructions	Created By	Contact Name	Contact Number
▶	Unbilled Usage Investigation	Unbilled Usage Investigation	ateti		

Close

Field Information

Order Num | 14152277 Order Type | Unbilled Usage Investigation Customer Name | HICKS JAMAL

Field Activity Sequence

Sequence	Work Date	Employee	Status Code	Comp Type	Dispatch Type	Window	Time	Gas Found	Gas Left
▶ 14107479	11-17-23	Ayub Ferron	CMP	Completed By FSD	Primary	1600-2000	11/17/2023 4:28 PM	ON	OFF

Field Activity Details

Gas Status | Appliance Data | Hazard Data | Non-Part Charges | Safety Survey | Meter Order | Parts Summary | **Activities** | Completion Time | Survey Check | Acct. Codes | Comment

Detail Activity

▶ Bypass Found

Others Order Data

Customer Re	Order Type Desc	Special Instructions	Created By	Contact Name	Contact Number
▶	Unbilled Usage Investigation	Unbilled Usage Investigation	ateti		

Close


Field Information

Order Num | 14152277 Order Type | Unbilled Usage Investigation Customer Name | HICKS JAMAL

Field Activity Sequence

Sequence	Work Date	Employee	Status Code	Comp Type	Dispatch Type	Window	Time	Gas Found	Gas Left
▶ 14107479	11-17-23	Ayub Ferron	CMP	Completed By FSD	Primary	1600-2000	11/17/2023 4:28 PM	ON	OFF

Field Activity Details

Gas Status | Appliance Data | Hazard Data | Non-Part Charges | Safety Survey | Meter Order | Parts Summary | Activities | Completion Time | Survey Check | Acct. Codes |  Comment

Free Form Comment

▶ found on at cv and meter , found water heater on and running, found red cap and screw missing from ert, ert hanging off meter. took pics removed meter and piping and put locking

Others Order Data

Customer Re	Order Type Desc	Special Instructions	Created By	Contact Name	Contact Number
▶	Unbilled Usage Investigation	Unbilled Usage Investigation	ateti		

Close


Field Information

Order Num | 14152277 Order Type | Unbilled Usage Investigation Customer Name | HICKS JAMAL

Field Activity Sequence

Sequence	Work Date	Employee	Status Code	Comp Type	Dispatch Type	Window	Time	Gas Found	Gas Left
▶ 14107479	11-17-23	Ayub Ferron	CMP	Completed By FSD	Primary	1600-2000	11/17/2023 4:28 PM	ON	OFF

Field Activity Details

Gas Status | Appliance Data | Hazard Data | Non-Part Charges | Safety Survey | Meter Order | Parts Summary | Activities | Completion Time | Survey Check | Acct. Codes |  Comment

er , found water heater on and running, found red cap and screw missing from ert, ert hanging off meter. took pics removed meter and piping and put locking plugs on service.

Others Order Data

Customer Re	Order Type Desc	Special Instructions	Created By	Contact Name	Contact Number
▶	Unbilled Usage Investigation	Unbilled Usage Investigation	ateti		

Close

Customer Contact: Service [X]

Date: 10/04/2022 Time: 12:51:00 PM Source: _____ Related Tran: _____
CC Type: SERV - Service [v] Created: 10/04/2022 at: 12:51:39 PM by: TLEWIS1
Area: 800 - Residential General Service [v] Changed: _____ at: _____ by: _____
 Surveyable Auto Delete Date: 10/04/2026 Class: Inquiry

Comments: Taron Lewis was here on a 96 C & C Field Shut Off order with Order # 13238266 , with a result of Completed Found Gas ON , Left Gas OFF , with activities of (Field Collections - NPSO Completed) , with comments of "off at curb"

Letter

Status: _____ Print Date: _____ Run Number: _____ Reprint: [v]
Template: _____

Review List Tickler

Follow Up: [] to Review Group to User
Priority: [] Review Group... []

Account: [REDACTED] [v]
Premise: 25 N Dewey St/Phila,Pa [v]
Person: [REDACTED] [v]

[Change] [Cancel]

Customer Contact: Turn On

Date: 11/14/2023 Time: 1:19:00 PM Source: Related Tran:
CC Type: SER0 - Turn On Created: 11/14/2023 at: 1:19:21 PM by: MJONES3
Area: 800 - Residential General Service Changed: at: by:
 Surveyable Auto Delete Date: 11/14/2027 Class: Inquiry

Comments: Turn On, 11/14/2023, 1600 - 2000 Applicant/ landlord Jamal Hicks account#0000 2973 5537 called asking or turn on for 25 N Dewey St. Per experian, cust Pass - Issue turn-on order - No Deposit Required. Not linked. Gas is off. Issued turn onfor 11/14/23 between 4-8pm. CS

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

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

Account:
Premise:
Person:

Customer Contact: Service

Date: 11/14/2023 Time: 8:22:00 PM Source: Related Tran:

CC Type: SERV - Service Created: 11/14/2023 at: 8:22:17 PM by: MCRUMP

Area: 800 - Residential General Service Changed: at: by:

Surveyable Auto Delete Date: 11/14/2027 Class: Inquiry

Comments: Michael Crump was here on a Turn On order with Order # 14142799 , with a result of Can't Get In , with comments of "no answer"

Letter

Status: Print Date: Run Number: Reprint:

Template:

Review List Tickler

Follow Up: to Review Group to User

Priority: Review Group...

Account: [Redacted] Hicks, Jamal

Premise: 25 N Dewey St/Phila,Pa

Person: Hicks, Jamal

Change Cancel

Customer Contact: Turn On

Date: 11/15/2023 Time: 5:18:00 PM Source: Related Tran:

CC Type: SER0 - Turn On Created: 11/15/2023 at: 5:18:19 PM by: DTOLEFR

Area: 800 - Residential General Service Changed: at: by:

Surveyable Auto Delete Date: 11/15/2027 Class: Inquiry

Comments: Turn On, 11/17/2023, 1200 - 1600 COR called in regarding resceduling turn on. Resceduled for 11/17/2023 window time 12pm-4pm. Read pet disclosure. Cust sat

Letter

Status: Print Date: Run Number: Reprint:

Template:

Review List Tickler

Follow Up: to Review Group to User

Priority: Review Group...

Account: [Redacted] Hicks, Jamal

Premise: 25 N Dewey St/Phila,Pa

Person: Hicks, Jamal

Change Cancel

MAIL TAX STATEMENT TO:
JAMAL D. HICKS
25 N DEWEY ST
PHILADELPHIA, PA 19139-2307

Prepared by and Return to:
Powerlink Settlement Services
345 Rouser RD Bldg. 5
Coraopolis, PA 15108
PL #231291
LN# 0021096094
Parcel/Tax ID# 341152300

Special Warranty Deed

THIS INDENTURE Made this 14th day of NOVEMBER, 2012

BETWEEN WELLS FARGO BANK, N.A., AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2006-3, ASSET-BACKED CERTIFICATES, SERIES 2006-3, By Homeward Residential Inc FKA, American Home Mortgage Servicing Inc. as Attorney in Fact whose address is 1525 South Bellline Road Coppell, Texas 75019 herein designated as the Grantor(s), parties of the first part,

AND JAMAL D. HICKS, whose address 111 ROBERTO AVE. COLLINGDALE, PA. 19023 is herein designated as the Grantee(s), parties of the second part,

WITNESSETH, that the said Grantors, for and in consideration of \$27,500.00 (Twenty Seven Thousand Five Hundred Dollars and No Cents) Lawful money of the United States of America unto it well and truly paid by the said Grantees, at or before the sealing and delivery thereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns,

All that certain lot or piece of ground situate in the County of Philadelphia, State of Pennsylvania, more particularly described as follows:

All that certain lot or piece of ground with the buildings and improvements thereon erected.

Situate on the East side of Dewey Street at the distance of 185 feet Northwest from the North side of Market Street in the 34th Ward of the City of Philadelphia.

Containing in front or breadth on the said Dewey Street 15 feet and extending of that width in length or depth Eastward between lines at right angles to the said Dewey Street 60 feet.

Parcel ID: 341152300

More commonly known as: **25 N DEWEY ST, PHILADELPHIA, PA 19139-2307**

BEING the same premises which Jewell Williams, Sheriff, in Deed dated July 10 2012 and recorded September 6, 2012 in the Philadelphia County Recorder's Office in Deed Book Volume 52531553 Page granted and conveyed to WELLS FARGO BANK, N.A., AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2006-3, ASSET-BACKED CERTIFICATES, SERIES 2006-3, the Grantors herein.

TOGETHER WITH all and singular the improvements, ways, streets, alleys, driveways, passages, waters, watercourses, right, liberties, privileges, hereditaments and appurtenances, whatsoever and here granted premises belonging, or in any way appertaining, and the reversions and remainders, rents, issues and profits

thereof; and all the estate, right, title, interest property, claim and demand whatsoever of the said Grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described herein with the building and improvements thereon erected, the hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever

UNDER AND SUBJECT TO the easements, restrictions and encumbrances of record to the extent valid and enforceable.

AND the said Grantor, for itself and its successors, does by these presents covenant, grant and agree to and with the Grantees, and the Grantees' respective successors and assigns, that it, the Grantor, and its successors, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, and Grantees' successors and assigns, against it, the Grantor, and his successors, and against all and every person or persons whomever lawfully claiming or to claim the same or any party thereof, by, from or under him, them or any of them, shall and will, subject as aforesaid, **SPECIALLY WARRANT AND FOREVER DEFEND.**

(THIS SPACE WAS INTENTIONALLY LEFT BLANK, SIGNATURE PAGES FOLLOW)

*POA Recorded Instrument # 52107636 08/18/09

Melissa Nettles
Melissa Nettles
Witness

WELLS FARGO BANK, N.A., AS TRUSTEE FOR
OPTION ONE MORTGAGE LOAN TRUST 2006-3,
ASSET-BACKED CERTIFICATES, SERIES 2006-3
by Homeward Residential Inc FKA, American Home
Mortgage Servicing Inc. as Attorney In Fact

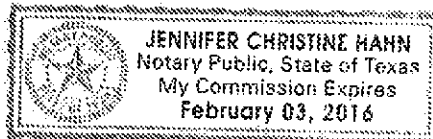
By: *Evelyn Brown*
Its: E. Evelyn Brown
Assistant Secretary

County of Dallas
State of Texas

THE FOREGOING INSTRUMENT was acknowledged before me this date of NOV 14 2012.
Personally appearing before me was E. Evelyn Brown, an authorized agent of Homeward
Residential Inc FKA, American Home Mortgage Servicing Inc. as Attorney In Fact for WELLS FARGO
BANK, N.A., AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2006-3, ASSET-
BACKED CERTIFICATES, SERIES 2006-3, and is appearing on behalf of said corporation, with full
authority to act for said corporation in this transaction, who has shown a valid state drivers license as
identification, who after being by me first duly sworn, deposes and says that he/she has the full legal
authority to sign this deed on behalf of the aforementioned corporation.

(SEAL)

Jennifer Christine Hahn
Notary Public
Print Name: Jennifer Christine Hahn
My Commission Expires: 2/13/16



Certificate of Residence

I/We do hereby certify that the precise address of the within named grantee or person current place of residence is 11 Roberts Ave Catonsville Pa 21023

Tax Bill Address of the within names grantee/s:
grantee/s:

Owner Mailing Address of the within names

.....
Name/Mortgage Company

Jamal D Hicks
In Care Of (if required)

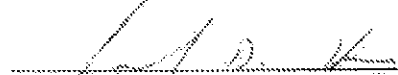
.....
In Care Of (if required)

11 Roberts Ave
Address

.....
Address

Catonsville Pa 21023
City, State and Zip Code

.....
City, State and Zip Code


.....
Signature JAMAL D. HICKS

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. PAGE NO.

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT — All inquiries may be directed to the following person:

NAME Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan	TELEPHONE NUMBER
STREET ADDRESS 3 Ada Irvine, CA 92618	AREA CODE ()
CITY Irvine, CA 92618	STATE CA
ZIP CODE 92618	ZIP CODE 92618

B. TRANSFER DATA	DATE OF ACCEPTANCE OF DOCUMENT
GRANTOR(S) (LESSOR(S)) Wells Fargo Bank, N.A., as Trustee for Option One	GRANTEE(S) (LESSEE(S)) Jamal Hicks
STREET ADDRESS 3 Ada	STREET ADDRESS 111 Roberts Ave
CITY Irvine, CA 92618	CITY Collingdale, PA 19023
STATE CA	STATE PA
ZIP CODE 92618	ZIP CODE 19023

C. PROPERTY LOCATION		
STREET ADDRESS 25 North Dewey Street		CITY, TOWNSHIP, BOROUGH Philadelphia, PA 19139
COUNTY Philadelphia	SCHOOL DISTRICT Philadelphia	TAX PARCEL NUMBER 34-1-1523-00

D. VALUATION DATA		
1. ACTUAL CASH CONSIDERATION \$27,500.00	2. OTHER CONSIDERATION + \$0.00	3. TOTAL CONSIDERATION = 27,500
4. COUNTY ASSESSED VALUE 5792	5. COMMON LEVEL RATIO FACTOR X 3.97	6. FAIR MARKET VALUE = 22994.24

E. EXEMPTION DATA	1B. PERCENTAGE OF INTEREST CONVEYED
1A. AMOUNT OF EXEMPTION 0	100

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (NAME OF DECEDENT) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY 	DATE 12/18/2012
--	---------------------------

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. PAGE NO.

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT — All inquiries may be directed to the following person:

NAME Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan	TELEPHONE NUMBER:
	AREA CODE ()
STREET ADDRESS	CITY STATE ZIP CODE
3 Ada Irvine, CA 92618	

B. TRANSFER DATA	
GRANTOR(S)/LESSOR(S) Wells Fargo Bank, N.A., as Trustee for Option One	DATE OF ACCEPTANCE OF DOCUMENT: Jamal Hicks
STREET ADDRESS 3 Ada	STREET ADDRESS 111 Roberts Ave
CITY STATE ZIP CODE Irvine, CA 92618	CITY STATE ZIP CODE Collingdale, PA 19023

C. PROPERTY LOCATION		
STREET ADDRESS 25 North Dewey Street		CITY, TOWNSHIP, BOROUGH Philadelphia, PA 19139
COUNTY Philadelphia	SCHOOL DISTRICT Philadelphia	TAX PARCEL NUMBER 34-1-1523-00

D. VALUATION DATA		
1. ACTUAL CASH CONSIDERATION \$27,500.00	2. OTHER CONSIDERATION + \$0.00	3. TOTAL CONSIDERATION = 27,500
4. COUNTY ASSESSED VALUE 5792	5. COMMON LEVEL RATIO FACTOR X 3.97	6. FAIR MARKET VALUE = 22994.24

E. EXEMPTION DATA	
1A. AMOUNT OF EXEMPTION 0	1B. PERCENTAGE OF INTEREST CONVEYED 100

2. Check Appropriate Box Below for Exemption Claimed
- Will or Intestate succession _____
(NAME OF DECEDENT) (ESTATE FILE NUMBER)
 - Transfer to Industrial Development Agency.
 - Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
 - Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____.
 - Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
 - Corrective deed (Attach copy of the prior deed).
 - Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY 	DATE 12/19/2012
---	---------------------------

File No: 501203194

commonwealth of pennsylvania Department of revenue Bureau of Individual Taxes Dept. 280603 Harrisburg, PA 17128-0603		RECORDERS USE ONLY STATE TAX PAID BOOK NUMBER page number date recorded	
REALTY TRANSFER TAX STATEMENT OF VALUE See Reverse for Instructions			
Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/its not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).			
A. CORRESPONDENT - All inquiries may be directed to the following person:			
Name: Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2006-3, Asset-Backed Certificates Series, 2006-3		Telephone Number: Area Code: (888) 922-4911	
Street Address	City	State	Zip Code
3 Ada	Irvine, CA	92618	
B. TRANSFER DATA GRANTOR(S)/LESSOR(S) Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2006-3, Asset-Backed Certificates Series, 2006-3		DATE OF ACCEPTANCE OF DOCUMENT: GRANTEE(S)/LESSEE(S) Jamal Hicks	
STREET ADDRESS		STREET ADDRESS	
3 Ada		111 Roberts Ave	
CITY	STATE	ZIP CODE	CITY
Irvine, CA	92618		Collingdale, PA
C. PROPERTY LOCATION STREET ADDRESS 25 North Dewey Street		CITY, TOWNSHIP, BOROUGH Philadelphia	
COUNTY	SCHOOL DISTRICT	TAX PARCEL NUMBER	
Philadelphia	Philadelphia	34-1-1523-00	
D. VALUATION DATA 1. ACTUAL CASH CONSIDERATION \$27,500.00		2. OTHER CONSIDERATION + 0.00	3. TOTAL CONSIDERATION 27,500
4. COUNTY ASSESSED VALUE 5792	5. COMMON LEVEL RATIO FACTOR X 3.97	6. FAIR MARKET VALUE 22994.24	
E. EXEMPTION DATA			
1a. AMOUNT OF EXEMPTION	1b. PERCENTAGE OF INTEREST CONVEYED		
0	100		
2. Check Appropriate Box Below for Exemption Claimed			
<input type="checkbox"/> Will or intestate succession			
<input type="checkbox"/> Transfer to Industrial Development Agency			
<input type="checkbox"/> Transfer to agent or straw party. (Attach copy of agency/straw party agreement)			
<input type="checkbox"/> Transfer between principle and agent.(Attach a copy of agency/straw trust agreement). Tax paid prior deed \$			
<input type="checkbox"/> Transfer to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution)			
<input type="checkbox"/> Transfer from mortgagor to a older of a mortgage in default. Mortgage Book Number , Page Number			
<input type="checkbox"/> Corrective deed (Attach copy of the prior deed).			
<input type="checkbox"/> Other (Please explain exemption claimed, if other than listed above)			
Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.			
SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY			DATE 11/14/2012

File No: 501203194

commonwealth of pennsylvania Department of revenue Bureau of Individual Taxes Dept. 280603 Harrisburg, PA 17128-0603		RECORDERS USE ONLY STATE TAX PAID BOOK NUMBER page number date recorded	
REALTY TRANSFER TAX STATEMENT OF VALUE See Reverse for Instructions			
Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/valus is/its not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).			
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3 Ada		111 Roberts Ave	
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Irvine, CA	92618		Collingdale, PA
C. PROPERTY LOCATION STREET ADDRESS 25 North Dewey Street		CITY, TOWNSHIP, BOROUGH Philadelphia	
COUNTY	SCHOOL DISTRICT	TAX PARCEL NUMBER	
Philadelphia	Philadelphia	34-1-1523-00	
D. VALUATION DATA 1. ACTUAL CASH CONSIDERATION \$27,500.00			2. OTHER CONSIDERATION + 0.00
			3. TOTAL CONSIDERATION 27,500
4. COUNTY ASSESSED VALUE 5792		5. COMMON LEVEL RATIO FACTOR X 3.97	6. FAIR MARKET VALUE 22994.24
E. EXEMPTION DATA 1a. AMOUNT OF EXEMPTION 0			
1b. PERCENTAGE OF INTEREST CONVEYED 100			
2. Check Appropriate Box Below for Exemption Claimed			
<input type="checkbox"/> Will or intestate succession			
<input type="checkbox"/> Transfer to Industrial Development Agency			
<input type="checkbox"/> Transfer to agent or straw party. (Attach copy of agency/straw party agreement)			
<input type="checkbox"/> Transfer between principle and agent.(Attach a copy of agency/straw trust agreement). Tax paid prior deed \$			
<input type="checkbox"/> Transfer to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution)			
<input type="checkbox"/> Transfer from mortgagor to a older of a mortgage in default. Mortgage Book Number , Page Number			
<input type="checkbox"/> Corrective deed (Attach copy of the prior deed).			
<input type="checkbox"/> Other (Please explain exemption claimed, if other than listed above)			
Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.			
SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY			DATE 11/14/2012

Degree Days Calculator

Help

Criteria

Current Year
 20 Years Average

	Month	Day	Year
Start Date:	10	5	2022
End Date:	11	17	2023

Calculate

Degree Days

Number of Days:	408
Total Degree Days:	4097.00

Premise Billing History Help

Search Criteria

Premise... 9994946493 Address: 25 N Dewey St/Philadelphia, Pa 19139-2307

Start Read Date: 04/09/2020

Restrict Display To USA's of Type: Show Customer's Name Apply Criteria

	Read Date	SA Type	Days	Read Code	\$ Amount	Usage	Demand	Customer
<input checked="" type="checkbox"/>	09/09/2019	G2-GS	32	R	\$39.01	18.00 CCF	0.00	[REDACTED]
<input checked="" type="checkbox"/>	08/08/2019	G2-GS	29	R	\$38.85	18.00 CCF	0.00	[REDACTED]
<input checked="" type="checkbox"/>	07/10/2019	G2-GS	30	R	\$45.61	23.00 CCF	0.00	[REDACTED]
<input checked="" type="checkbox"/>	06/10/2019	G2-GS	32	R	\$58.68	31.00 CCF	0.00	[REDACTED]
<input checked="" type="checkbox"/>	05/09/2019	G2-GS	30	R	\$111.83	50.00 CCF	0.00	[REDACTED]
<input checked="" type="checkbox"/>	04/09/2019	G2-GS	29	R	\$176.38	109.00 CCF	0.00	[REDACTED]
<input checked="" type="checkbox"/>	03/11/2019	G2-GS	31	R	\$309.38	218.00 CCF	0.00	[REDACTED]
<input checked="" type="checkbox"/>	02/08/2019	G2-GS	29	R	\$338.65	244.00 CCF	0.00	[REDACTED]

Total Bill Segments... Financial Details...

Premise Billing History Help

Search Criteria

Premise... 9994946493 Address: 25 N Dewey St/Philadelphia, Pa 19139-2307

Start Read Date: 04/09/2020

Restrict Display To USA's of Type: Show Customer's Name Apply Criteria

	Read Date	SA Type	Days	Read Code	\$ Amount	Usage	Demand	Customer
<input checked="" type="checkbox"/>	01/10/2019	G2-GS	34	R	\$307.58	208.00 CCF	0.00	[REDACTED]
<input checked="" type="checkbox"/>	12/07/2018	G2-GS	30	R	\$218.88	172.00 CCF	0.00	[REDACTED]
<input checked="" type="checkbox"/>	11/07/2018	G2-GS	29	R	\$123.20	86.00 CCF	0.00	[REDACTED]
<input checked="" type="checkbox"/>	10/09/2018	G2-GS	29	R	\$50.64	20.00 CCF	0.00	[REDACTED]
<input type="checkbox"/>	09/10/2018	G2-GS	33	R	\$37.53	17.00 CCF	0.00	[REDACTED]
<input type="checkbox"/>	08/08/2018	G2-GS	15	R	\$6.64	5.00 CCF	0.00	[REDACTED]
<input type="checkbox"/>	10/06/2017	G2-GS	65	R	\$39.20	10.00 CCF	0.00	[REDACTED]
<input type="checkbox"/>	08/02/2017	G2-GS	26	R	\$17.07	3.00 CCF	0.00	[REDACTED]

Total Bill Segments... Financial Details...

Bill Segments Total

Total Number Of Days: 364

Total \$ Amount: 1,818.69

Average Amt Per Day: 5.00

Total Usage: 1197.00

Average Usage Per Day: 3.29

OK



Philadelphia Gas Works - Historical Usage Calculator

Total volume of gas consumed during good 12 months of historical usage (CCF):	1,197
Average volume of gas used per month based on good 12 months of historical usage (CCF):	99.750
Start Date of Theft:	10/5/2022
End Date of Theft:	11/17/2023
Total days of Theft Time Period:	408
Total days of Theft Time Period converted into total Months:	13.600
Total volume of gas used and to be billed as "ESTGAS" in CCF:	1,356.600
Total volume of gas used and to be billed as "ESTGAS" in CCF rounded up:	1,357

PGW Bill Calculation revised 11/08/2023

Beginning Read	0	Ending Read	1357	Start Date (To Date)	10/5/2022	End Date (From Date)	11/17/2023	Number Of Dials	4	Actual Deg Days	4,097	USA Daily Base Load	0.41						
Consumption		1357		/		408		Average Consumption per day		3.325980392		*20 Yr Avg Deg Day		4,788		Heating? <input checked="" type="checkbox"/>		Yes	
Rate Class	GSR	Supplier	PGW	Group	01	Type	Fixed	Senior Discount	0	Dual Bill Yes/No	<input type="checkbox"/>	Taxable Yes/No	<input checked="" type="checkbox"/>	If there is no amount for the Base Load, USE the Defaulted Base Loads below for the correct Customer Class: For Winter Season 2023 - 2024 Cust Class 0 = 18.27 Cust Class 2 = 0.42 Cust Class 3, 4 and 5 = 0.00 Cust Class 8 = 2.69 Cust Class 9 = 5.39 Cust Class P = 0.57 Cust Class V = 0.52					
Cust Charge	\$208.60	Commodity	\$813.38	Commodity Charge Credit	\$0.00	GCR	\$0.00	Gas Cost Adjustment	-\$27.82	GSR Distribution Charge	\$1,259.41	GSR WNA Charge	\$85.16	GSR DSIC Charge	\$110.10	Grand Total For GSR	\$2,448.83	Variable Customer Charge	\$151.00
Does Migration Rider Exist?	<input type="checkbox"/>	Migration Rider	\$0.00	Sub Total	\$2,448.83	Amount Senior Citizen Discount	\$0.00	Bill Total	\$2,448.83	State Tax	\$0.00	1% City Tax	\$0.00	Grand Total For GSR		\$2,448.83			

* Historic Degree Days switched from 30 year average to 20 year average on 12/1/2017
CHANGED WNA end date to 5/1/2023

BASED ON HISTORICAL USAGE @ 25 N DEWEY ST

LEASE

BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, Jamal D Hicks, shall be referred to as "OWNER" and Tenant(s)/Lessee, [REDACTED], shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at 25 N. Dewey St. in the city of Philadelphia.

1. **TERMS:** RESIDENT agrees to pay in advance \$1400.00 per month on the 1st day of each month. This agreement shall commence on April 1, 2022 and continue; (check one)

A. until April 1, 2023 as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.

B. until _____, _____ on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows 25 N. Dewey St. Phila. Pa 19139. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$ 1400.00, and a Security Deposit of \$ 1400.00, and additional charges/fees for Last month's rent 1400, for a total payment of \$ 4200.00. All payments are to be made payable to Jamal D Hicks.

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. **LATE CHARGE:** A late fee of \$ 50.00, (not to exceed 20 % of the monthly rent), shall be added and due for any payment of rent made after the 5th day of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$ No checks. per day after the 5th then 5.00 per day

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises except Water, Gas, electric.

6. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance
[REDACTED]

7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ No pets shall be required along with additional monthly rent of \$ No pets along with the signing of OWNER'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

8. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

9. **PARKING:** When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space Street Parking. The parking fee for this space (if applicable is \$ N/A monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

10. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

15. **HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

18. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

- Lead Based Paint Disclosure Form
 EPA Pamphlet

27. ADDITIONS AND/OR EXCEPTIONS

Inspections / walk through will be conducted at
time of rent pick up

28. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at 53 N. 63rd St. Phila. Pa. 19139

29. INVENTORY: The premises contains the following items, that the RESIDENT may use.

30. KEYS AND ADDENDUMS: RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)

Keys #of keys and purposes 1 Front & Back door key 1 mailbox key
 House Rules Pet Agreement Other _____

31. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature _____

Date 1 APR 2022

RESIDENT'S Signature _____

Date _____

OWNER'S or Agent's Signature _____

Date April 1, 2022

Tenant is responsible for snow removal and yard maintenance
X _____

A fee of 75.00 will be charged if tenant loses keys or landlord has to come open door
X _____

Tenant has received a copy of rental suitability, and good partners for housing handbook
X _____