



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

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March 10, 2026

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Gary Awkard v. Philadelphia Gas Works; Docket No. F-2026-3060546

Dear Secretary Homsher:

Enclosed for electronic filing please find Philadelphia Gas Works' Preliminary Objection to the Formal Complaint in the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

/s/ Graciela Christlieb

Graciela Christlieb, Esquire

Enclosure

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of Philadelphia Gas Works' Preliminary Objection 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

Gary Awkard

garyawkard@gmail.com

Date: March 10, 2026

/s/ Graciela Christlieb

Graciela Christlieb, Esquire

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Gary Awkard,	:	
Complainant,	:	
v.	:	Docket No. F-2026-3060546
	:	
Philadelphia Gas Works,	:	
Respondent.	:	

NOTICE TO PLEAD

To: Gary Awkard
garyawkard@gmail.com

Pursuant to Pa. Code § 5.101, you are hereby notified that any answer to the enclosed Preliminary Objection of Philadelphia Gas Works must be filed within ten (10) days of the date of service of the Preliminary Objection.

All pleadings, such as an answer to Preliminary Objection, must be filed with the Secretary of the Pennsylvania Public Utility Commission with a copy served to counsel for PGW and, when applicable, the Administrative Law Judge or Special Agent presiding over the proceeding.

/s/ Graciela Christlieb

Graciela Christlieb, Esquire
Philadelphia Gas Works
800 W. Montgomery Avenue
Philadelphia, PA 19122
graciela.christlieb@pgworks.com

Date: March 10, 2026

Counsel for PGW

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Gary Awkard,	:	
Complainant,	:	
v.	:	Docket No. F-2026-3060546
	:	
Philadelphia Gas Works,	:	
Respondent.	:	

**PRELIMINARY OBJECTION OF RESPONDENT
PHILADELPHIA GAS WORKS**

Pursuant to 52 Pa. Code § 5.101, Philadelphia Gas Works (PGW or Respondent) submits the following Preliminary Objection to the Formal Complaint of Gary Awkard (Complainant) served by the Secretary of the Pennsylvania Public Utility Commission (Commission or PUC) on February 18, 2026. (Complaint). Pursuant to 52 Pa. Code § 5.61 and 5.101(d), PGW has also this day filed an Answer to the Complaint with New Matter. In support of this Preliminary Objection, PGW avers as follows:

I. INTRODUCTION

1. On February 18, 2026, PGW was served with the Complaint filed by the Complainant against PGW. A copy of the Complaint is attached hereto as Appendix 1 and incorporated herein by reference.

2. As relief, the Complainant seeks to have the Commission adjudicate municipal claims under the Pennsylvania Municipal Claim and Tax Lien Law (Lien Law), 53 P.S. §§ 7101-7455 by removing the municipal claim¹ that PGW has with respect to outstanding debts for gas service to 2250 N. Park Avenue, Philadelphia, PA (Service Address).

3. As more fully set forth below, the Complaint should be dismissed pursuant to 52 Pa. Code § 5.101(a)(1) as the Commission does not have jurisdiction to adjudicate municipal claims

¹ “[T] the claim arising out of, or resulting from, a tax assessed, service supplied, work done, or improvement authorized and undertaken, by a municipality, although the amount thereof be not at the time definitely ascertained by the authority authorized to determine the same, and a lien therefor be not filed, but becomes fileable within the period and in the manner herein provided...” 53 P.S. § 7101

under the Lien Law.

II. LEGAL STANDARDS FOR PRELIMINARY OBJECTIONS

4. Preliminary objections to a Complaint are a permissible filing under the Commission's Rules of Administrative Practice and Procedure.²

5. The Commission's procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil practice.³

6. Under Section 5.101(a) of the Commission's regulations, preliminary objections must specifically state the legal and factual grounds relied upon and be limited to the following:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding;
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter;
- (3) Insufficient specificity of a pleading;
- (4) Legal insufficiency of a pleading;
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action;
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution; and
- (7) Standing of a party to participate in the proceeding.

52 Pa. Code § 5.101(a)(1-7).

7. The moving party may not rely on its own factual assertions but must accept for the purposes of disposition of the preliminary objections, all well-pleaded, material facts of the other party, as well as every inference fairly deducible from those facts.⁴

8. However, the Commission need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations or expressions of opinion.⁵

9. In deciding the preliminary objections, the Commission must determine whether,

² 52 Pa. Code § 5.101(a)(1)-(7).

³ *Montague v. Philadelphia Electric Company*, 66 Pa. P.U.C. 24 (1988).

⁴ *County of Allegheny v. Cmwlth. of Pa.*, 490 A.2d 402 (Pa. 1985).

⁵ *Stanton-Negley Drug Co. v. Dep't of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlth. 2007).

based on the well-pleaded factual averments of the party, recovery is possible.⁶

10. The Commission is authorized to dismiss a complaint if a hearing is not necessary.⁷

11. The Commission has recognized that the public interest is prejudiced by the wasteful use of the agency's and the company's time and resources in addressing a complaint.⁸

III. PRELIMINARY OBJECTION BY PGW

12. PGW incorporates herein, as if the same were set forth at length here, its responses to paragraphs 1 to 11 of the Complaint, as pled in its Answer with New Matter. In addition, PGW also incorporates herein all allegations pled in its New Matter to the Complaint as if the same were set forth at length here.

A. Lack of Commission Jurisdiction

13. Section 5.101(a)(1) of the Commission's regulations permits a party to file a preliminary objection based on the lack of Commission jurisdiction. 52 Pa. Code § 5.101(a)(1).

14. To act on the Complaint, the Commission must have jurisdiction over the subject matter.⁹

15. The Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly contained in the Public Utility Code.¹⁰

16. The Commission must act within, and cannot exceed, its jurisdiction.¹¹

17. A party to the proceeding may not create jurisdiction where jurisdiction does not exist.¹²

18. As relief, the Complainant seeks to have the Commission adjudicate municipal claims under the Lien Law a by removing a municipal claim with respect to the outstanding debt for gas service to the Service Address.

19. The Commission's enforcement powers do not include the ability to adjudicate

⁶ *Department of Auditor General, et al. v. SERS, et al.*, 836 A.2d 1053, 1064 (Pa. Cmwlth. 2003).

⁷ 52 Pa. Code § 5.21(d).

⁸ *Jefferson v. UGI Utilities, Inc.*, Docket No. Z-00269892 (Order entered December 26, 1995); *Charles Nichols III v. Bell-Atlantic-Pennsylvania*, Docket No. C-00956667 (Order entered August 4, 1995).

⁹ *Hughes v. Pennsylvania State Police*, 619 A.2d 390 (Pa. Cmwlth. 1992), *alloc. den.*, 637 A.2d 293 (Pa. 1993).

¹⁰ *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977).

¹¹ *City of Pittsburgh v. Pa. PUC*, 43 A.2d 348 (Pa. Super. 1945).

¹² *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967).

municipal claims under the Lien Law.¹³

20. As the Commission is without jurisdiction to adjudicate municipal claims under the Lien Law, the Complaint should be dismissed.

21. A review of the attachments to the Complaint show that the issues of debt with respect to tenancy/occupancy at the Service Address are private civil matters between the Complainant and the occupants/tenants stemming from the contractual obligations between the Complainant and the tenants/occupants.

22. The Commission's enforcement powers do not include the ability to adjudicate contractual disputes between property owners and tenants/occupants.

23. As the Commission is without jurisdiction to adjudicate contractual disputes between property owners and tenants/occupants, the Complaint should be dismissed.

IV. CONCLUSION

WHEREFORE, PGW respectfully requests that this Commission grant PGW's Preliminary Objection, dismiss the Complaint, and enter any other relief to PGW that is deemed to be reasonable and appropriate.

Respectfully submitted,

/s/ Graciela Christlieb

Graciela Christlieb, Esquire
Attorney I.D. 200760
Philadelphia Gas Works
800 W. Montgomery Avenue
Philadelphia, PA 19122
Telephone: (215) 684-6164
graciela.christlieb@pgworks.com

Date: March 10, 2026

Counsel for PGW

¹³ *Margaret Collins v. Pennsylvania-American Water Company*, Docket No. F-2017-2628770 (Order entered August 29, 2019) citing PAWC M.B. at 3-4 (citing *August 2018 SBG Order* at 18) (citations omitted) (“When a municipal lien is placed against the property owner for recovery of the debt, *i.e.*, municipal claim, the property owner must present any defenses to the collection in accordance with the statutory provisions applicable to municipal claims and municipal liens. *See* 53 P.S. § 7184. The property owner and/or debtor does not have recourse to any other forum or any other means to strike off the lien or to reduce the indebtedness secured by the lien. Thus, the debtor cannot adjust the amount or have the lien taken off the subject property under any authority possessed by this Commission.”)

A



FORMAL COMPLAINT - FILLABLE FORM

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.



Please complete this fillable form.

1. CUSTOMER (COMPLAINANT) INFORMATION

Provide your contact information and utility account number. *It is your responsibility to update the PUC with any changes to your address and to where you want documents sent to you.*

Name Gary Awkard

Street/P.O. Box 207 Jefferson Ave. Apt# _____

City Brooklyn State NY Zip 11216

County Kings

Telephone Number(s) Where We Can Contact You During the Day:

Home: 209-534-0100 Mobile: 209-534-0100

Email Address garyawkard@gmail.com

Utility Account Number (from your bill) 273429505

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

Name Gary Awkard

Street/P.O. Box 2250 N. Park Ave Apt# _____

City Philadelphia State PA Zip 19132

2. NAME OF UTILITY OR COMPANY (RESPONDENT)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PGW

3. TYPE OF UTILITY SERVICE

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- | | |
|---|--|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Storm Water |
| <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Steam Heat |
| <input type="checkbox"/> Water | <input type="checkbox"/> Motor Carrier (taxi, moving company, limo) |
| <input type="checkbox"/> Wastewater/Sewer | <input type="checkbox"/> Telephone/Telecommunications (local, long distance) |

Note: The PUC does not regulate high-speed internet service, cell phones or cable TV.

4. REASON FOR COMPLAINT

What kind of problem are you having with the utility or company?

Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain). If you need additional space, use the space provided on Page 9. Please indicate the number of the question that you are answering."

I am disputing multiple Philadelphia Gas Works (PGW) charges totaling \$1,998.88, \$1,995.57, and \$1,179.48 that were improperly applied to my property at 2250 N Park Avenue, Philadelphia, PA. My personal PGW account (#273429505) is current, in good standing, and has never had any past-due balance. I was not the account holder for the disputed charges and did not authorize PGW service for the individuals who incurred them.

5. REQUESTED RELIEF

How do you want your complaint to be resolved?

Explain what you want the PUC to order the utility or company to do. If you need additional space, use the space provided on Page 9. Please indicate the number of the question that you are answering.

I respectfully request that the Pennsylvania Public Utility Commission order Philadelphia Gas Works (PGW) to immediately remove all disputed charges and any associated liens that were improperly applied to my property located at 2250 N Park Avenue, Philadelphia, PA. Specifically, I request that the PUC direct PGW to: Remove and forgive all disputed balances totaling \$1,998.88, \$1,995.57, and \$1,179.48, which were incurred by former tenants and an unauthorized occupant who held PGW service in their own names and were solely responsible for those charges. Release and clear any liens placed against my property as a result of these disputed charges. Issue a corrected payoff letter and/or account balance summary confirming that I, as the property owner, have no financial responsibility for the disputed balances. Correct PGW's internal records to ensure that delinquent accounts created by tenants or unauthorized occupants are not improperly attributed to property owners in the future. Confirm in writing that my personal PGW account (#273429505) remains in good standing and is not associated with any past-due balances incurred by others. This resolution is necessary to prevent continued financial harm and to ensure that utility charges are properly assigned only to the individuals who established and used the service, not to property owners who were neither the account holders nor notified of the delinquent accounts.

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. PROTECTION FROM ABUSE (PFA)/DOMESTIC VIOLENCE

Has a court granted you a PFA order or any other order which provides clear evidence of domestic violence against you that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Has a court granted a PFA order or any other order for your personal safety or welfare?

Yes If your answer is "yes," attach a copy of the current PFA order to this Formal Complaint form. *Due to the confidential nature of the PFA, you cannot eFile your Formal Complaint. You will need to print out this form and mail it to the Secretary of the Commission.*

No

Note: You **MUST** answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

7. PRIOR UTILITY CONTACT

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

Yes

No

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

Yes

No

Note: You **MUST** contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water or wastewater utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why. If you need additional space, use the space provided on Page 9. Please indicate the number of the question that you are answering."

When I contacted PGW, I was told my personal account (#273429505) was current, in good standing, and had no past-due balances or notices. This conflicted with the liens on my property. I was then referred to another department, which confirmed the disputed charges were tied to other accounts opened by former tenants and a squatter at my property, not my account. PGW representatives declined to remove the charges or provide account holder information and directed me to file a dispute with the Bureau of Consumer Services (BCS).

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. TWO OPTIONS TO FILE YOUR FORMAL COMPLAINT — CHOOSE ONE

OPTION 1

Electronically by eFile

One option is to create an account on the PUC's eFiling system, or, use your existing eFiling account. **This is the quickest and easiest way to receive, file and submit documents.**

eFiling permits consumers, utilities and attorneys to file certain documents electronically with the PUC without filing paper copies, serve documents electronically on other parties if they agree to such service, and to receive electronic service of documents from the PUC.

You agree to open and use an eFiling account - free of charge through the PUC's website. By selecting this method, you will electronically receive documents.

Visit <https://efiling.puc.pa.gov/> to learn more and create an eFiling account.

You will automatically receive eService with your eFiling account.

OPTION 2

Mail

Mail the completed form with your original signature and any attachments to this address and retain the tracking information as proof of submission:

**Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120**

If you select the option to mail your formal complaint, you are required to select the method by which you would like the PUC to communicate with you. You must choose one of the three options on the next page for ways you would like to receive documents.

9. THREE OPTIONS TO RECEIVE DOCUMENTS — CHOOSE ONE

It is **REQUIRED** to select **ONE** of the following options for receiving all hearing notices, orders and related documents from the PUC:

OPTION 1

eFILING: This is the **quickest and easiest way to receive all documents**. You agree to open and use an eFiling account - free of charge through the PUC's website. By selecting this method you will electronically receive documents. To create an eFiling account, visit <https://efiling.puc.pa.gov/>.

You will automatically receive eService with your eFiling account.

OPTION 2

FIRST CLASS MAIL: You agree to receive all documents by First Class Mail (using the address you provided on Page 1).

Check the box and initial here _____ if you are selecting **FIRST CLASS MAIL** service.

OPTION 3

EMAIL: You agree to receive all documents by email (using the email address you provided on page 1). Keep in mind, you will only be able to **receive documents** by email from the PUC. You will not be able to email documents to the Commission.

To **file documents**, you must submit them through an eFiling account or mail them. To create an eFiling account, visit <https://efiling.puc.pa.gov/>.

Check the box and initial here GA if you are selecting **EMAIL** service.

Please Note: It is important to select **ONE** of the three options above.

IF AN OPTION IS NOT SELECTED, THIS MAY DELAY THE PROCESSING OF YOUR COMPLAINT.

10. LEGAL REPRESENTATION

If you are filing a **Formal Complaint as an individual on your own behalf**, you are **NOT** required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in **this matter**, provide your lawyer's contact information, which is required. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____
Street/P.O. Box _____ Apt# _____
City _____ State _____ Zip _____
Area Code/Phone Number _____
Email Address _____

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are **required** to have a lawyer represent them at a hearing **and** to file any motions, answers, briefs or other legal pleadings.

11. VERIFICATION AND SIGNATURE

You must sign and date your complaint. If you eFile your complaint, you must print or type your name in the box provided below. Date the form. The PUC's eFiling system will accept an electronic signature. The eFiling system **will not accept** a complaint form without a signature and date.

Verification:

I, Gary Awkard, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Gary Awkard
(Signature of Complainant)

2/5/2026
(Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

APPEALING A BCS DECISION?

If you are appealing a BCS decision: follow the directions in the cover letter you received from the PUC Secretary's Bureau with the formal complaint form. **ONLY** formal complaints appealing a BCS decision can be filed by fax, email or overnight delivery to meet filing deadlines. **All other formal complaints MUST be eFiled or mailed.**

QUESTIONS?

If you have any questions about filling out this form, please contact the **Secretary's Bureau at 717-772-7777.**

REMINDERS

- **Save and keep a copy of your Formal Complaint for your records.**
- **You may add any additional information, such as copies of bills, as one (1) separate attachment to your complaint.**
- **To protect your personal information, please know that your complaint form and the utility's answer will not be published to the PUC's website.**
- **Check the Consumer Complaints Procedures Guide for checklists and tips to help you successfully follow the complaint-filing process.**
(<https://www.puc.pa.gov/media/1492/consumer-complaints-procedures-guide-2021.pdf>)
- **Once your complaint case moves to the PUC's Office of Administrative Law Judge, any filings you make should be marked **confidential** if you do not want them published to the website.**

ADDITIONAL SPACE (IF NEEDED)

I am disputing multiple Philadelphia Gas Works (PGW) charges that were improperly applied to my property at 2250 N Park Avenue, Philadelphia, PA. My personal PGW account (#273429505) is current, in good standing, and has never had any past-due balance. I was not the account holder for the disputed charges and did not authorize PGW service for the individuals who incurred them.

I became aware of these charges only after liens were revealed during the sale of my property in December 2025. Prior to that time, PGW never notified me of delinquent accounts associated with my property and never informed me of any landlord enrollment or cooperation program, despite the fact that I activated PGW service at the property multiple times during periods of vacancy without issue or warning.

One set of charges relates to an unauthorized squatter who broke into and occupied the property beginning in November 2024. Police were contacted on November 9, 2024, and a report was filed (DC# 24-22-08126). The occupants presented a fraudulent lease. Legal action was initiated, and the court ruled in my favor in August 2025, granting the occupants until November 2025 to vacate. During this period, the squatter independently established PGW service without my authorization and failed to pay.

Additional charges relate to a prior tenant, Namirah Wheeler, who occupied the property under a signed lease from 10/1/2022 to 9/30/2023. The lease clearly assigned responsibility for all utilities to the tenant. The tenant defaulted on rent, eviction proceedings were initiated, and the tenant abandoned the property following a fire in June 2023. Property management records and a court judgment confirm outstanding tenant obligations during this period.

PGW initiated and continued gas service to both the tenant and the unauthorized occupant without validating ownership, without notifying me of nonpayment, and later imposed liens against my property for balances I did not incur. I respectfully request removal of all disputed charges and liens, issuance of a corrected payoff statement, and written confirmation that I am not responsible for utility debts incurred by former tenants or unauthorized occupants.

Person Filing this Document:

(Name) *Patrice Douglas*

Street Address: *2250 N*

City, State, Zip Code: *Park Ave*

Telephone: *Phila Pa 19132*

Email Address: *267-582-3216*

patricemspyt@aol.com

NOTICE TO THE PLAINTIFF:

patricemspyt@aol.com

If a New Matter is included in this Answer, you are hereby notified to file a written response to Defendant's New Matter to the New Matter within 20 (twenty) days from service hereof or a judgment may be entered against you.

**IN THE COURT OF COMMON PLEAS PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION - CIVIL**

GARY AWKARD JR

Plaintiff

24 1102715
Case Number

2024 JUL 13 11:03

v.

Patrice Douglas
Defendant

DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT

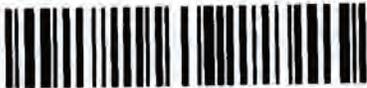
Defendant

Patrice Douglas
(Name)

hereby files this Answer

to the Plaintiff's Complaint and avers as follows to the corresponding numbered paragraphs of Plaintiff's Complaint as follows:

ANCOM-Awkard, Jr. Vs Doe Etal [IMG]



24110271500006

This court form is intended for non-attorneys only

GENERAL AVERMENTS

*(Review and respond to each numbered paragraph in Plaintiff's Complaint starting with Paragraph #1. For each Paragraph, check the response that best applies to you and explain your answer choice when prompted. If a Paragraph is "Admitted" it means that you know that this information is true and correct. If a Paragraph is "Denied" it means that you know this information is **not** true or correct. If a Paragraph is "Admitted and denied in part" it means that you know that some of the information is true and correct and that some of the information is not true or correct. If a Paragraph is "Denied because you do not have enough information" it means that the Paragraph **could be true or could be not true**, but you do not have enough information to know.)*

If you have evidence or proof that supports any of your responses, you can attach it to the end of this document.)

1. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

2. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

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3. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

4. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

5. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

6. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

7. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

8. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

9. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

10. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

11. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

This court form is intended for non-attorneys only

12. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

13. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

14. Admitted. Admitted and denied in part. Denied.
 Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

This court form is intended for non-attorneys only

15. Admitted. Admitted and denied in part. Denied.

Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

NA

16. Admitted. Admitted and denied in part. Denied.

Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

NA

17. Admitted. Admitted and denied in part. Denied.

Denied because I do not have enough knowledge or information to adequately respond to this.

(Explain the reason(s) why this answer was chosen. If you chose "Admitted" you do not need to provide a reason.)

NA

If there are more than 17 paragraphs in the complaint, you can obtain additional pages from the Civil Filing Center.

This court form is intended for non-attorneys only

NEW MATTER

(If you have additional facts that are relevant to this case that you wish to tell the Court, you can write them in the space below. If you need more space, you can add additional pages to this document.)

WHEREFORE, the Defendant hereby demands judgment in their favor and against the Plaintiff.

Date:

12/19/24

By: Patrice Douglas
Signature

Patrice Douglas
Print Name

2250 n Park ave
Street Address

Phila Pa 19132
City, State, Zip Code

This court form is intended for non-attorneys only

VERIFICATION

I, Patrice Douglas
(Name), the Defendant Other
in this case, verify that the facts set forth in the foregoing are true and correct to the best of
my information, knowledge and belief.

I understand that the statements contained herein are subject to the Penalties of 18
Pa.C.S.A., Section 4904 relating to unsworn falsification to authorities.

Date: 12/19/2024

Patrice Douglas
(Print Name)

Patrice Douglas
(Signature)

CERTIFICATION OF SERVICE

I, Patrice Douglas, HEREBY CERTIFY that on 12/19/24, a true and correct copy of the attached Answer, was
(Date)

or will be served to the following individuals at the addresses listed below:

Name: Bart Elliot Levy Counselor at Law LLC
Address: 1650 Market Street #3077
Address: _____
City, State, Zip Code: Phila Pa 19103

Name: _____
Address: _____
Address: _____
City, State, Zip Code: _____

Name: _____
Address: _____
Address: _____
City, State, Zip Code: _____

The attached Motion/Petition was or will be served to these individuals by: (Check all that apply)

U.S. Mail Fax Hand Delivery Other _____

12/19/2024
(Date)

Patrice Douglas
(Print Name)
Patrice Douglas
(Signature)

This court form is intended for non-attorneys only

Summary of Trespassing and Squatter at 2250 N Park Avenue:

On Saturday, November 9th I traveled to 2250 N Park Avenue and assessed the front and back of the property, finding signs of occupancy.

I called 911 and reported the trespassing and awaited arrival of the Philadelphia Police. When the Police arrived, I accessed the lockbox and attempted to enter the property from the front and back to no success, and I presume the locks have been changed.

Police knocked and an occupant opened the door.

The police discovered multiple occupants, one of which produced a fraudulent lease agreement titled to be from Bay Management.

The occupant claims to have found the property on the RedFin App, worked with a leasing agent who claimed to be from Bay Management, began a lease on 9/1/2024, and has been paying the person in cash for all expenses.

From what I saw inside the property from my view and hear from outside was furniture, small dog and cage, and occupants cooking dinner, using utilities, running water, and living as if they were home.

I communicated to the occupant and police that the lease agreement in question is fraudulent and that I want them out of the property. At the occupant's request, I provided them with the official Bay Management Information (Contact info, address, website). The occupant mentioned that they may reach out in hope to gain clarity or pursue a lease...

The police collected the names of all occupants and provided me with a complaint/incident report number **DC# 24-22-08126**. Given the circumstances, they were unable to assist me in taking the property over from the occupant and directed me to take my DC# above to the landlord tenant court to evict.



Bay Property Management Group Philadelphia

1080 N Delaware Ave • Suite 506 • Philadelphia, PA 19125
(267) 244-7215

1. Residential Lease Agreement

1.1 PARTIES

TENANT(S): Namirah Wheeler

TENANT'S MAILING ADDRESS:
2250 N Park Ave
Philadelphia, PA 19132

LANDLORD: Bay Property Management Group Philadelphia

LANDLORD'S MAILING ADDRESS:
1080 N Delaware Ave
Suite 506
Philadelphia, PA 19125

By initialing below, you acknowledge and agree to the terms in Section 1.

X *NW*
Namirah Wheeler

2. Lease Information

2.1 LEASE DATE AND RESPONSIBILITIES

This lease for the Property

2250 N Park Ave
Philadelphia, PA 19132

Dated 09/15/2022, is between the Landlord and the Tenant. Each Tenant is individually responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

X *NW*
Namirah Wheeler

2.2 CO-SIGNERS

Co-Signers (n/a if left blank):

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.

X *NW*
Namirah Wheeler

2.3 PROPERTY CONTACT INFORMATION

Rent Payments (see Paragraph 6(l) for additional information)

Payable to: Bay Property Management Group Philadelphia Phone: (267) 244-7215 Fax: N/A

Address: 1114 St. Paul St. STE 1A Baltimore, MD 21202

Maintenance Requests: Submit online or send to your property manager

Contact: Bay Property Management Group Philadelphia Phone: (267) 244-7215 Fax: N/A

Address:

1080 N Delaware Ave

Suite 506

Philadelphia, PA 19125

Email: Maintenance@bmgphilly.com

Website: <https://www.baymgmtgroup.com/philadelphia>

Emergency Maintenance Contact:

Phone: 267-244-7215 Option #2

Email: CALL FOR EMERGENCIES

Website: www.baymgmtgroup.com/philadelphia

X *NW*
Namirah Wheeler

2.4 STARTING AND ENDING DATES OF LEASE (TERM)

(A) Starting Date: 10/01/2022 at **10:00 am** EST

(B) Ending Date: 09/30/2023 at **5:00 pm EST**

X *NW*
Namirah Wheeler

2.5 RENEWAL TERM

(A) This Lease will AUTOMATICALLY RENEW at a minimum increase of 3% per year for a Renewal Term of 12 months at the Ending Date of this lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires Tenant or Landlord to give at least 180 days written notice before Ending Date or before the end of any Renewal Term.

(B) If notice is given later than required, Rent is due for the entirety of the Renewal Term.

(C) Any renewal will be according to the terms of this Lease or any written changes to it.

X *NW*
Namirah Wheeler

2.6 RENT

(A) Rent is due in advance, without demand, on or before the 1st day of each month (Due Date).

(B) The amount of Total Rent due during the Term is: \$22,740.00

(C) The Rent due each month is: \$1,895.00

(D) If Rent is more than 5 days late, the Tenant owes a Late Charge of: 10% of rent owed.

(E) All other payments due from Tenant to Landlord, 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.

(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. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that would be due next.

(G) Tenant will pay a fee of \$50.00 for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

(H) Landlord will accept the following methods of payment: Check, Money Order, Cashier's Check, or Online Payment through the Online Portal.

Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

(I) The first \$ 1,895.00 of Rent due will be made payable to Bay Property Management Group Philadelphia (Broker for Landlord, if not specified). Security Deposit will be made payable to landlord, or Landlord's representative.

(J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

X NW
Namirah Wheeler

2.7 PAYMENT SCHEDULE

(A) Security Deposit will be held in escrow by Landlord, unless otherwise stated here at (financial institution): M and T Bank

Financial Institution Address: 1111 Light St. Baltimore, MD 21230

	Due Date	Paid	Due
Security Deposit \$1,895.00	09/15/22	\$1,895.00	\$0.00
(B) First Months Rent \$1,895.00	10/01/22	\$0.00	\$1,895.00
(C) Other: Last Month's rent (prepaid rent)	10/01/22	\$0.00	\$3,790.00 (2xLMR)
(D) Other: Prorated rent	N/A	N/A	\$N/A
Total Rent and security deposit received to date		\$1,895.00	
Total amount due:			\$5,685.00

X NW
Namirah Wheeler

2.8 RETURN OF SECURITY DEPOSITS

(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 for which the Landlord claims Tenant is responsible.

(C) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Any remaining Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property.

X NW
Namirah Wheeler

2.9 USE OF PROPERTY AND AUTHORIZED OCCUPANTS

(A) Tenant will use Property as a residence only.

(B) Only the Tenant and Other Occupants listed below have permission to live at the Property:

Name(s) (n/a if left blank):

X NW
Namirah Wheeler

2.10 POSSESSION

(A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.

(B) If Tenant cannot move in within **10** days after Starting Date because the previous tenant is still there or because of property damage, Tenant's exclusive rights are to:

1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until Property is available; OR
2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of Landlord or Tenant.

X NW
Namirah Wheeler

2.11 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.

(B) When possible, Landlord will give Tenant 24 hours notice of the date and reason for the visit.

(C) In emergencies, Landlord may enter Property without notice. If Tenant is not present, Landlord will notify Tenant who was there and why. Showing the property is not considered an emergency.

(D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on or near Property.

X NW
Namirah Wheeler

2.12 RULES AND REGULATIONS

(A) Rules and Regulations for use of the Property and common areas are attached.

Homeowners Association or Condominium rules and regulations for the Property are attached.

(B) Any violation of the Rules and Regulations is a breach of this Lease.

(C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant or improve 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.

(E) If any fine is imposed on Landlord because of the actions of Tenant, or Tenant's family or guests, Tenant will reimburse the Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

X NW
Namirah Wheeler

2.13 PETS

Tenant will not keep or allow any pets on any part of the Property without prior permission from the landlord. Service animals are not pets.

X NW
Namirah Wheeler

2.14 CONDITION OF PROPERTY AT MOVE IN

Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: N/A

X NW
Namirah Wheeler

2.15 APPLIANCES INCLUDED

The following appliances are included in the lease if checked:

- (Stove)
- (Refrigerator)
- (Dishwasher)
- (Washer)
- (Dryer)
- (Garbage Disposal)
- (Microwave)
- (Air Condition Units-Number: N/A)
- (Other)

Landlord is responsible for repairs to appliances listed above unless otherwise stated here: Tenant is found to be at fault for necessary repairs.

X NW
Namirah Wheeler

2.16 UTILITIES AND SERVICES

Landlord and Tenant agree to pay for the charges for utilities and services provided for the Property as listed below. Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlord's control. Utility accounts paid by Tenant must remain

active in Tenant's name until the end of the Lease Term. Tenant will notify Landlord if Tenant receives any notices from utility companies of a pending termination of service. Tenant will be in default of this lease if all utilities and services for which the tenant is responsible do not remain active.

Tenant Responsibilities:

Tenant Utilities: Cooking Gas/Fuel, Electricity, Heat, Hot Water, Cold Water, Sewage and Storm Water Fees, Cable/Satellite/Television/Internet, Telephone Service

Services: Pest/Rodent Control, Bed Bugs, Snow/Ice Removal, Lawn and Shrubbery Care (if applicable), Parking Fee (if applicable)

X NW
Namirah Wheeler

2.17 TENANTS 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, ventilation or other facilities or appliances on the Property, including any elevators.
4. Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
5. Obey all federal, state, and local laws that relate to the Property.
6. Clean up after service animals and pets on the Property, including common areas.
7. Refrain from smoking within the confines of the Property.

(B) Tenant will not:

1. Keep any flammable, hazardous 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 will have breached this Lease and will be responsible for damages if Tenant does not comply with (A) and (B).

(D) Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or service animals.

2.18 DETECTORS AND FIRE PROTECTION SYSTEMS

(A) Landlord has installed smoke detectors, carbon monoxide detectors, and fire extinguishers (if required by code) in the Property. Tenant will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.

(B) Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning detectors. Failure to do so is a breach of this Lease.

(C) Failure to properly maintain detectors, replace detector batteries or notify Landlord or Landlord's representatives of any broken or malfunctioning detectors is a breach of this Lease.

(D) 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.

(E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.

X NW
Namirah Wheeler

2.19 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 representative of any condition in the Property that could severely damage or destroy the Property.

(B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

(C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:

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 damage is repaired, OR
2. If the law does not allow Tenant to live on the Property, this Lease is ended.

(D) If lease is ended, Landlord will return any unused security deposit to Tenant.

2.20 LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

- Property was built in or after 1978. This section does not apply.
 Property was built before 1978. Landlord and Tenant must provide information in this paragraph.

Lead Hazards Disclosure Requirements

Lead Warning Statement

(A) 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 lead-based paint hazards.

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

X Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the Property. *Lists and reports given separately.*

(C) Tenant agrees to the following:

- X Tenant has received the pamphlet Protect Your Family From Lead in Your Home
 X Tenant has read the information given by Landlord in paragraph 20 (A) and (B) above, if any.
 X Tenant has received all records and reports that Landlord listed in paragraph 20 (B) above, if any.

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

X 

Namirah Wheeler

2.21 INSURANCE AND RELEASE

(A) 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 tenant procures Renter's Insurance, Tenant will provide proof of insurance upon requests. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.

For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- **\$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").**

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage

through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is **NOT** personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$9.50) per month. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of Three Dollars (\$3.00) to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

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

(C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including attorney's fees associated with that loss.

X NW
Namirah Wheeler

2.22 HOLDOVER TENANT

If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will be causing the Landlord damages. These damages will be equal to 3 times the monthly Rent plus any lodging expenses of the new occupant, eviction costs and attorney fees, paid on a daily basis without demand.

X NW
Namirah Wheeler

2.23 TENANT ENDING LEASE EARLY

Tenant may not end this Lease and move out of the Property before the Ending Date of the Lease or any Renewal Terms **UNLESS Tenant does ALL of the following:**

- (A) Tenant continues to pay all Rent until the Ending 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, **AND**
- (B) Tenant gives Landlord at least 60 days written notice, **AND**
- (C) Tenant pays Landlord a Termination Fee of **TWO MONTHS RENT**

X NW
Namirah Wheeler

2.24 ABANDONMENT

(A) Tenant has abandoned the Property if:

1. Tenant has physically vacated the premises, removed substantially all personal property, OR
2. A court grants the Landlord possession of the Property.

(B) If Tenant abandons Property while Rent is due and unpaid, Landlord may take possession of the Property and immediately rent the Property to another tenant.

(C) If Tenant abandons OR moves out of the Property, Tenant will:

1. Remove all of Tenant's personal property, AND
2. Provide a forwarding address or written notice stating that Tenant has vacated the premises, AND
3. Contact the landlord within ten (10) days regarding the Tenant's intent to remove any remaining personal property.
 - a. If the intent is communicated to the landlord, the personal property shall be stored by the landlord at a location of the landlord's choosing for thirty (30) days.
 - b. If no communication is made to the landlord within ten (10) days, the property may be disposed of at the end of the ten days at the discretion of Landlord and Tenant will pay all costs related to the removal and/or storage.

X *NW*
Namirah Wheeler

2.25 LANDLORD REMEDIES 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 and Landlord's agent to attend court hearings.
2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal period. If Landlord wins (gets a money judgement 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.
3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.

TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT.

X *NW*
Namirah Wheeler

2.26 TRANSFER AND SUBLEASING

(A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with new landlord.

(B) Tenant may not sublease (rent to another person) the Property or any part of the Property without Landlord's written permission.

(C) Tenant may transfer the lease to another person or persons as long as the following occurs:

1. Permission has been granted by the Landlord
2. Current Tenant (Vacating Tenant) must market the Property and find replacement Tenant (Incoming Tenant)
3. Incoming Tenant must apply through the Landlord and be approved by the Landlord
4. All escrow funds stay on file with the Landlord and Incoming Tenant must provide escrow funds to Current Tenant (Vacating Tenant)
5. Incoming Tenant assumes all damages and the property "as-is" from the Current Tenant (Vacating Tenant)
6. Current Tenant (Vacating Tenant) pays rent up until the Incoming Tenant occupies the Property
7. Current Tenant (Vacating Tenant) pays a \$300 Lease Transfer Fee to the Landlord

X *NW*
Namirah Wheeler

2.27 SALE OF PROPERTY

(A) If Property is sold, Landlord will give Tenant in writing:

1. Notice that Security Deposit and/or prepaid Rent has been transferred to the new landlord.
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.

X *NW*
Namirah Wheeler

2.28 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, Tenant will move out and Landlord will return to Tenant any unused Security Deposit or prepaid Rent.

(C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

X *NW*
Namirah Wheeler

2.29 TENANT'S RIGHTS

(A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.

(B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before rights of the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. Landlord will notify Tenant immediately if Owner or Landlord receive a notice of foreclosure.

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

X *NW*
Namirah Wheeler

2.30 PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

X NW
Namirah Wheeler

2.31 INDEMNIFICATION

Tenant shall indemnify and hold Owner, its members, managers, agents and representatives harmless against and from any and all liability arising from any injury or death, property damage, or other loss during the Term to person or property arising within those portions of the Property, or of any agent, employee, invitee, or family member of Tenant. Tenant also releases Agent from liability for Tenant's failure to fulfill any condition of this Lease Agreement, from Tenant's failure to comply with any requirements imposed by any governmental authority, or from any judgement, lien, or any encumbrance filed against residence as a result of tenant's action.

X NW
Namirah Wheeler

2.32 MAINTENANCE AND REPAIRS

Landlord will make necessary repairs with commercially reasonable promptness after receipt of written notice from Tenant of the nature and extent of said condition requiring repair. Landlord shall maintain, and/or repair/replace the plumbing, heating, cooling, electrical systems, and the exterior walls and roof of the Property. Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related services results from the negligence or misuse by Tenant, other tenants of the Property, servants, employees, invitees, or family members. Tenant agrees to promptly notify Landlord of any condition which is the obligation of Landlord to repair or replace.

Except as provided above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the Property (to include burst water pipes due to freezing caused by neglect or carelessness of the Tenant, his family, or any of his guests), in excess of ordinary wear and tear, shall be promptly repaired or replaced by tenant, at Tenant's sole expense, so as to restore the Property to the same condition as existed prior to the commencement of the Term. If Tenant shall fail to make any such repair or replacement, Landlord, in Landlord's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such costs as Landlord has for the non-payment of rent under this Lease. Any damage to window glass or entry doors is the sole responsibility of the Tenant. Tenant shall furnish the HVAC system filters, batteries, trash cans, janitorial services, electric light bulbs, fuses, refrigerator filters, or any other services not specifically listed as supplied in this Lease Agreement at Tenant's expense.

As of the date of this Agreement, Landlord warrants that the Property sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept items such as paper diapers, toys, sanitary napkins, tampon applicators, balls of hair, grease, table scraps (if no garbage disposal), clothing, rags, sand, dirt, newspapers, or similar items. Tenant agrees to pay all expenses associated with clearing all drains of any and all stoppages except those that the plumber, who is called to clear the stoppage, will attest to in writing were caused by defective plumbing, tree roots, or act of God. Upon the failure of the Tenant to make any such repair, Landlord, in Landlord's discretion, may make such repair and the cost of such repair shall be added to and deemed a part of the rental sum, and shall be payable, on demand, by Tenant to Landlord. The Landlord shall have the same remedies for the collection of such costs as Landlord has for non-payment of rent. Any such repairs made by Landlord will be billed at market rates plus the cost of any materials. When a maintenance request is made, the request will serve as notice to the Tenant that a maintenance technician will be entering the property in reasonable time.

Tenants agree to the following if applicable:

1. The furnace filter must be changed quarterly. Failure to do so may result in damage to the heat and/or A/C unit. It is the tenant's responsibility to change the filter each quarter. Any repairs due to a clogged filter will be the tenant's financial responsibility.
2. The A/C condensation line and/or the washing machine's drainage hose may empty into the laundry room sink. The sink's drain must be regularly cleaned and kept free of any debris to avoid possible overflow or flooding. Failure to clean the drain may result in flooding that could cause significant water damage. It is the tenant's responsibility to ensure the drain remains clear. Failure to do so will be the tenant's financial responsibility for any water damage.
3. It is the tenant's responsibility to keep exterior drains leading to the basement clear of leaves and debris. Failure to do so will be the tenant's financial responsibility for any water damage and/or cleanup.
4. It is the tenant's responsibility to clean the dryer lint trap after each use. It is also the tenant's responsibility to leave the washing machine door open when not in use.
5. The property's landscaping must be properly maintained by the tenant, on a regular basis, during the active growing season (March – October). This includes cutting the grass, trimming the shrubs, and trimming any tree limbs that overhang any fencing. This is only if the Tenant is responsible for lawn/shrubbery care.
6. The landlord is not responsible for any lost pets due to any gates being left open, or openings in the fencing.

7. In the event of snow and/or ice, the tenant is responsible for clearing the property's driveway and sidewalks.
8. Window A/C units, lawn maintenance equipment, gas grills, etc. left by the landlord as a courtesy to the tenant will not be repaired or replaced under any circumstances.
9. Tenant will not put any item in the garbage disposal if the Property contains a garbage disposal. This includes but is not limited to fruit pits, egg shells, bones, celery, coffee grounds, grease, potato peels, etc.
10. Tenant will NOT put grease down any drain.
11. Tenant is responsible for all municipal fines associated with the property during tenancy. This includes but is not limited to trash, snow removal, lawn care, etc.
12. In the event that the Tenant is locked out of the property, Tenant is to call Landlord. Landlord may be able to assist with costs passed along to the Tenant. If Landlord cannot assist then the Tenant must call a Locksmith. Tenant must deliver any new keys to the Landlord within 3 business days of the changing of any locks.

X NW
 Namirah Wheeler

2.33 MILDEW AND MOLD

To minimize the occurrence and growth of mold in the Leased Premises, Tenant hereby agrees to the following:

1. **Moisture Accumulation.** Tenant shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.
2. **Apartment Cleanliness.** Tenant shall clean and dust the Lease Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean.
3. **Notification of Management.** Tenant shall promptly notify management in writing of the presence of the following conditions:
 1. A water leak, excessive moisture, or standing water inside the Leased Premises;
 2. A water leak, excessive moisture, or standing water in any community common area;
 3. Mold growth in or on the Leased Premises that persists after tenant has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
 4. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.
4. **Liability.** Tenant shall be liable to Landlord for damages sustained to the Leased Premises or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this Addendum.
5. **Violation of Addendum.** Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity. Landlord also has all other rights and remedies set forth in the Lease Contract including damages, eviction, and attorney fees to the extent allowed by law.

X NW
 Namirah Wheeler

2.34 BED BUGS

Landlord has inspected the Property prior to lease and knows of no bedbug infestation. Tenants have an important role in preventing and controlling bedbugs. While the presence of bedbugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem by identifying bedbugs, minimizing infestation, and limiting its spread.

1. **TENANT REPRESENTATION.** TENANT REPRESENTS AND WARRANTS THAT ALL FURNISHINGS AND OTHER PERSONAL PROPERTY THAT WILL BE MOVED INTO THE PROPERTY AT ANY TIME HAVE BEEN INSPECTED BY TENANT AND ARE FREE OF BEDBUGS.
2. **TENANT RESPONSIBILITIES.** Tenant agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation, and to respond appropriately to any infestation. Tenant agrees to comply with the following responsibilities:
 1. **TENANT MUST REPORT ANY SIGNS OF BEDBUGS IMMEDIATELY.** Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive to the occupants than when the infestation is more advanced.
 2. **TENANT SHALL PRACTICE GOOD HOUSEKEEPING TO PREVENT INFESTATION:**
 - **Remove clutter.** Bedbugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, and laundry, especially under the beds and in closets. Reducing clutter also makes it easier to carry out housekeeping. If the apartment is excessively

cluttered, Landlord has a right in its sole discretion, to demand that the clutter be reduced to a reasonable amount.

- **Keep the property clean.** Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the night stand. While cleaning, look for signs of bedbugs and report any immediately.
- **Avoid using secondhand or rental furnishings,** especially beds and mattresses. Used items may be infested with bedbugs. If you must use rented or secondhand items inspect them carefully and never accept any item that shows signs of bedbugs. Do not bring discarded items from the curbside into the property.
- **Cover mattresses and box springs with zippered, vinyl coverings.** These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer. Though using these coverings is only a suggestion at this time, if a bedbug infestation occurs in your apartment, you will then be required to encase any salvageable mattress and box springs at your expense, and failure to do so will be a violation of the Lease Agreement.
- **Arrange furniture to minimize bedbug hiding places.** If possible, keep beds and upholstered furniture several inches away from the walls. Bedbugs can jump as far as three inches.
- **Check for hitch-hiking bedbugs.** If you stay in or just visit a hotel room or another home, inspect your clothing, luggage, shoes, and belongings for signs of bedbugs before you enter your apartment. After guests visit you, inspect beds, bedding, and upholstered furniture.

1. TENANT SHALL COOPERATE WITH PEST CONTROL EFFORTS TO TREAT INFESTATION.

If infestation of Tenant's property is reported, a pest management professional will be called in for an evaluation and treatment if necessary. ONCE INFESTATION IS REPORTED, Tenant will pay for the costs of evaluation and treatment. Treatment is much more likely to be effective if the leased property is properly prepared. If the treatment is ineffective because Tenant did not properly prepare the property, the treatment will be rescheduled. Tenant will again be responsible for the cost of treatment, regardless of the origin of the infestation. These charges will be considered additional rent, and will continue to be assessed until the Tenant has properly prepared the property. If treatment is required, Tenant must comply with the recommendations from the pest management professional, in addition to the following:

- Remove all bedding, drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- Check mattresses and box springs carefully; those with minimal infestation must be cleaned, then encased in vinyl covers, before being returned to service after treatment. Heavily infested mattresses are not salvageable; they must be sealed in plastic and disposed of properly. It is within the sole discretion of the pest management professional whether a mattress and/or box spring is salvageable.
- Empty dressers, night stands, and closets. Remove all items from floors and surfaces, and inspect every item for signs of bedbugs. Use sturdy plastic bags to bag all clothing, shoes, boxes, toys, stored goods, etc., separating washable and non-washable items. Seal the bags well.
- Vacuum floors, including insides of closets. Pay special attention to corners, cracks and dark places.
- Vacuum all furniture, including inside drawers, vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
- Carefully remove vacuum bags, seal them in plastic, and discard.
- Clean all machine-washable bedding, drapes, clothing, etc., in the hottest water possible, and dry at the highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
- Move furniture toward the center of the room so that technicians can easily treat the carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- Comply with any other instructions provided to you by the Landlord or the pest professional.

3. **INDEMNIFICATION.** Tenant agrees to indemnify and hold harmless the Landlord from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Landlord may incur as a result of a bedbug infestation or treatment in Tenant's property or resulting from a violation of this Addendum by the Tenant or any guest or person occupying or using the premises. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Landlord.

4. **DEFAULT.** Failure to promptly report bedbugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a violation and breach of the Lease Agreement. Said violation and breach constitutes grounds for eviction, and/or termination of occupancy, and/or subjecting the Tenant to other penalties as stated in the Lease Agreement and/or this Addendum. In addition, Tenant may be held liable for all costs, damages, and expenses, as additional rent, including the costs of treatment, resulting from any bedbug infestation during, or as a result of, Tenant's occupancy if any of the following apply: The Tenant failed to promptly report the infestation, and/or failed to properly prepare the apartment for treatment, and/or failed to comply with any other term of this Addendum.

5. **SEVERABILITY, WAIVER AND SURVIVAL.** The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any

right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this clause shall survive the termination of the Lease Agreement.

X NW
Namirah Wheeler

2.35 PEST CONTROL

Whereas, both parties desire to clarify their respective rights and obligations relative to the potential of infestation of roaches, water bugs, spiders, fleas, mice, rats, and all other pests. It is agreed as follows:

1. Prior to occupying the unit, tenants verify that they have visually inspected the premises carefully and have discovered no evidence of infestation of insects or rodents. As a condition of leasing the unit, the tenant shall release the landlord and all related parties from any liability from insect or rodent infestation and/or any consequence thereof, which may occur for any reason.
2. Should tenant's leased unit become infested by insects or rodents, then tenant shall notify landlord at once of said infestation, and tenant shall, at tenant's sole expense, promptly cause the unit to be treated by a Pest Control company selected by tenant and approved by landlord.
3. Should tenant fail to promptly treat any infestation of insects or rodents in tenant's unit, then landlord may enter the premises upon 24 hours' notice and proceed to treat the unit, through any Pest Control company of landlord's choice, and the expense of said treatment shall be completely paid or reimbursed by tenant.
4. The failure of tenant to promptly treat the unit for a known infestation of insects or rodents, or the failure of the tenant to immediately notify the landlord of such infestation, or the failure of the tenant to pay the full cost of insect or rodent extermination in the tenant's unit, or the failure to promptly reimburse the landlord for the full cost of extermination of insects or rodents, will be deemed a breach of the Lease Agreement and subject to eviction.

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Namirah Wheeler

2.36 UTILITIES

WATER/SEWER BILL TO BE PAID BY TENANT: It is the responsibility of the tenant to pay the metered water bill, sewer charge and any storm water charges on the above mentioned property immediately on presentation of these bills when issued by the City of Philadelphia, Aqua, American Water Company, or any other provider dedicated to the aforementioned property AS ADDITIONAL RENT. Failure to pay such additional rent when notified by Bay Management Group Philadelphia shall give Bay Management Group Philadelphia the right to file summary ejectment for nonpayment of rent in the Rent Court Division of the Municipal Court of Pennsylvania, and the tenant shall be subject to eviction for nonpayment of water and sewer service charge in the same manner as any other rent.

WATER USAGE FEE: In the case where a water bill is not subject to a specific unit, there will be either a

\$N/A - pay actual usage amount

water usage fee each month that will be considered as additional rent, per the duration of the lease or the water bill will be pro-rated between units in the given property.

PGW/PECO: The electric and gas provided by PECO and PGW must be set up under the tenants names beginning the day the lease begins. The tenants will provide an account number to the Landlord at least 7 days before the start date of the lease. Failure to comply with establishing PECO and/or PGW will put the tenants in breach of lease.

X NW
Namirah Wheeler

2.37 MULTIPLE TENANT SECURITY DEPOSIT AND LAST MONTH'S RENT

The security deposit and last month's rent are deposits to secure the terms and conditions of the rental agreement

It is understood and agreed by all parties that the security deposit stays with the Landlord until the LAST individual(s) on this agreement vacates the premises and ALL financial responsibilities have been fulfilled. The last month's rent will be applied to the last month of the

tenants residing in the property and will stay with the Landlord until the last month of the lease term or renewal term commences. The original tenants of the rental agreement, who paid the security deposit and last month's rent, agree that any refund or applied credit (last month's rent) is to be given/applied to the last remaining tenant(s) listed on this addendum who is still residing in the rental property at the termination of the lease. In the event there is more than one of the undersigned individuals residing in the rental home at the termination of the tenancy, the refund/applied credit will be equally divided between those remaining individuals, unless Landlord is instructed otherwise in writing.

It is the responsibility of the Tenant to make sure their forwarding address is on file with the Landlord

X NW
Namirah Wheeler

2.38 NOTICES AND INFORMATION

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

INFORMATION REGARDING SECURITY DEPOSITS

Taking Security Deposits

During the first year of a Lease, a Landlord may not require a security deposit of more than two months' rent. After the first year of a Lease, this amount cannot exceed one month's rent, and any security deposit of more than one month's rent must be returned to the Tenant. If rent is increased during the first five years a Tenant is in a Property, Landlord may require that the amount of the security deposit be increased as well. After five years, the security deposit cannot be increased even if the rent goes up.

Holding Security Deposits

If a Security Deposit is more than \$100, the Landlord must keep the Security Deposit in a special bank account called an escrow account. Landlord is required to tell Tenant the name and address of the bank where the escrow account is located, as well as the amount of the deposit in the escrow account. After the second year of a lease the Security Deposit must be in an escrow account that earns interest. Interest that is earned on Security Deposits belongs to the Tenant, but each year Landlord has the right to keep some or all of that interest up to an amount equal to 1% of the Security Deposit to cover certain administrative expenses. [For example, if a Security Deposit of \$500 is held in an escrow account that earns \$10 of interest in a year, Landlord has the option to retain up to 1% of the Security Deposit amount (\$5) out of that interest.] If the interest earned is less than 1% of the Security Deposit amount, Landlord may keep all the interest, but Landlord can never take any money out of the original Security Deposit for administrative expenses. After the second year of a lease, any interest belonging to Tenant must be returned to Tenant once a year on the anniversary of the first day of the original lease term.

Returning Security Deposits

When a lease is ended, Landlord has 30 days to give Tenant a written list of any damage to the Property that Landlord claims Tenant is responsible for. If the cost to repair this damage is less than the amount of the Security Deposit being held, Landlord must return the amount of the deposit not being held back to fix those damages when the list is provided, along with any additional interest that has not yet been paid to Tenant. If damages are more than the amount of the Security Deposit plus interest, Landlord may keep the entire Security Deposit. Landlord may not keep any of the Security Deposit to cover damages if a list of damages is not given to Tenant within that 30 day period. If Landlord doesn't return Tenant's Security Deposit within 30 days of the end of the Lease, Tenant may sue and Landlord may be required to pay Tenant up to twice the amount of the portion of the Security Deposit that should have been returned. It is the responsibility of Tenant to give Landlord his/her new address after the Lease is ended. If Tenant does not provide a new address to Landlord, Landlord is not liable for damages for failing to return Security Deposit monies within 30 days.

LEAD -BASED PAINT HAZARDS

Lead Hazards Disclosure Requirements –

The Residential Lead -Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the Tenant an EPA pamphlet titled Protect Your Family From Lead in Your Home. The Landlord also must tell the Tenant and the Broker for Landlord what the Landlord knows about lead -based paint and lead -based paint hazards that are in or on the property being rented. Landlord must tell the Tenant how the Landlord knows that lead -based paint and lead -based paint hazards are on the property, where the lead -based paint and lead -based paint hazards are, and the condition of the painted surfaces. Any Landlord of a pre -1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead -based paint or lead -based paint hazards in or around the property being rented, the common areas, or other dwellings in multi -family housing. It is also required that the EPA pamphlet be given to tenants before the Landlord starts any major renovations on a pre -1978 structure. The Act does not apply to housing built in 1978 or later.

Lead Warning Statement

Housing built before 1978 may contain lead -based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care

of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre -1978 housing, Landlords must disclose the presence of known lead -based paint and lead -based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

INFORMATION REGARDING MEDIATION

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

INFORMATION REGARDING TENANTS' RIGHTS

Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant:- (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a Tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.

INFORMATION REGARDING MOLD AND INDOOR AIR QUALITY

Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen, and viruses) have been associated with allergic responses including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been made that exposure, to mold contamination and bioaerosols has led to serious infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of any indoor contamination. Because individuals may be affected differently, or not affected at all, by mold contamination, the surest approach to determine the presence of contamination is to engage the services of a qualified professional to undertake an assessment and/or sampling. Assessments and samplings for the presence of mold contamination can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information pertaining to indoor air quality is available through the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318. Tenants should immediately notify Landlord if there is any condition in the Property that may lead to the growth of mold or if the Tenant believes that mold growth is present in the Property.

NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et. seq.) providing for community notification of the presence of certain convicted sex offenders, Tenants with concerns on this issue are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site.

2.39 ENTIRE AGREEMENT

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease 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.

By initialing below, you acknowledge and agree to the terms in Section 2.

X NW
Namirah Wheeler

PARTNERS FOR GOOD HOUSING



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





PARTNERS FOR GOOD HOUSING

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

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

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

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

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



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WHO NEEDS A RENTAL LICENSE?

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

1. RENTAL LICENSE

For more information see section 9-3900 of the Philadelphia Code online at www.phila.gov/li.

EXCEPTIONS:

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

Landlord Lead Paint Responsibilities

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

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

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

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

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

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



2. COMMERCIAL ACTIVITY LICENSE (CAL)

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

EXCEPTION:

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

3. BUSINESS TAX ACCOUNT NUMBER

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

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

4. ZONING APPROVAL

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

OTHER REQUIREMENTS

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

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

GENERAL REQUIREMENTS

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

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

- Except for one- and two-family dwellings, lighting is required in common corridors, stairways, and the exit discharge (exterior) to provide a light level of one foot-candle at the floor. This lighting must be on a circuit independent of any dwelling unit. In buildings that have more than one required exit, this lighting must have an emergency power source.
- In buildings that are required to have more than one exit (including fire escapes), exit signs are required to identify the means of egress from each floor. These signs are required to be illuminated at all times by both the normal and emergency power sources.
- In existing buildings that have more than one required exit stair, the stairs must be enclosed and separated from the corridor by fire-resistant construction. In non-high-rise buildings, doors in these exit or stair enclosures must be one-hour fire-rated self-closing doors or 1 ¾ -inch thick solid core wood self-closing doors.
- In buildings that have only one required exit, the doors from the apartments must be self-closing and one-hour fire-rated or 1 ¾-inch solid core wood door.



1. REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS

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

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

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

SMOKE ALARMS

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

FOR YOUR INFORMATION:

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

FIRE ALARM SYSTEMS

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

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

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



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

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

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

5. FIRE ALARM REQUIREMENTS FOR MIXED OCCUPANCIES

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

FOR YOUR INFORMATION:

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

BASIC FACILITY REQUIREMENTS

REQUIRED PLUMBING FACILITIES

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

REQUIRED KITCHEN FACILITIES

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

FOR YOUR INFORMATION:

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

WATER SYSTEMS

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



HEATING FACILITIES

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

ELECTRICAL SYSTEMS

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

KEEPING THE HOME HEALTHY AND SAFE

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

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

For more information, please visit www.hud.gov/healthyhomes.

GARBAGE AND TRASH

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



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

RECYCLING

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

CARE AND MAINTENANCE OF YARDS AND FENCES

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

INSECTS AND RODENTS

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

FOR YOUR INFORMATION:

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

REPAIRS

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

LEAD PAINT

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

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

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



GENERAL

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

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

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

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

COMPLAINTS

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

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

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

The Department does not divulge the identity of a complainant.

APPEALS

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

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



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

phila.gov/LI

Bay Property Management Group Philadelphia

1080 N Delaware Ave • Suite 506 • Philadelphia, PA 19125
(267) 244-7215



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IP Address: 174.198.3.148
09/15/2022 11:34pm EDT

A Guide to Bed Bug Safety

The Basics

Protect your belongings!

Bed bugs like to ride on personal items like jackets and bags. Bed bugs rarely climb onto a moving body.

Limit the number of items you carry with you. If you enter an area you think might have bed bugs, do not place your belongings on the floor or on furniture. Seal these items in plastic bags or plastic bins when you stay in a suspected area for any length of time.

Place clothing and belongings in a clothes dryer when you get home to kill any bed bugs and their eggs. Keep the dryer on high heat for at least 20 minutes.

For More Information

The Centers for Disease Control & Prevention, or CDC, has information about bed bugs here:

<https://www.cdc.gov/parasites/bedbugs/index.html>

The Environmental Protection Agency, or EPA, has information about bed bugs here:

<https://www.epa.gov/bedbugs/>



Department of
Public Health

CITY OF PHILADELPHIA

About Bed Bugs

Bed bugs (*Cimex Lectularius*) are small insects that feed on human and animal blood. They are most active when people are asleep. Bed bugs can get into your home by attaching themselves to used furniture and personal items like bags and clothing.

You may not notice bed bugs because they hide in cracks when they are not feeding. Bug sprays and pesticides alone are not enough to get rid of bed bugs. The best way to treat a bed bug problem is to use both non-chemical and chemical methods.



How Do I Recognize Bed Bugs?

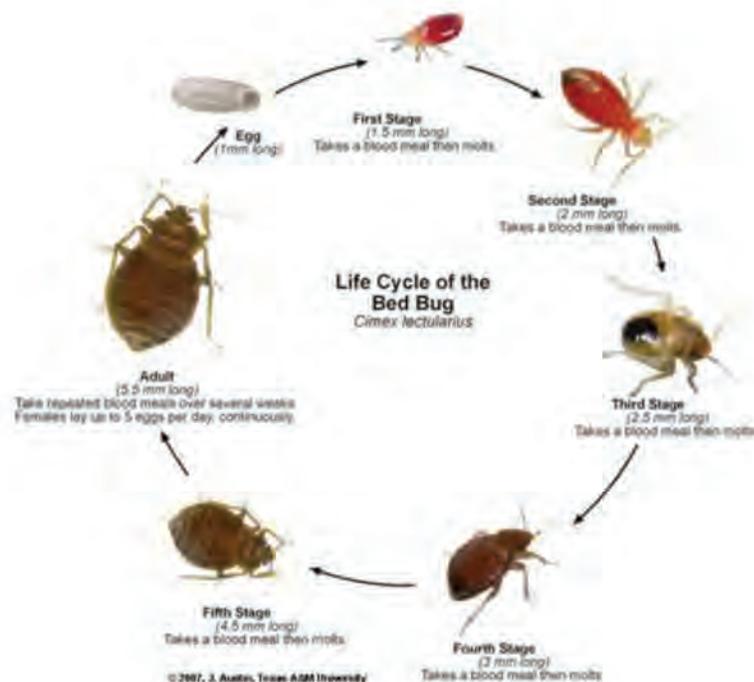
You can recognize bed bugs from their:

- Droppings and blood stains on mattresses or furniture
- Appearance

Bed bugs have three basic life stages: egg, nymph, and adult.

An adult bed bug is about the size of an apple seed, oval shaped, rusty brown in color, wingless, and as thin as a credit card. Bed bug nymphs are smaller and clear or tan in color. Bed bugs that have just fed will be swollen and stretched out. All bed bugs have six legs and two antennae.

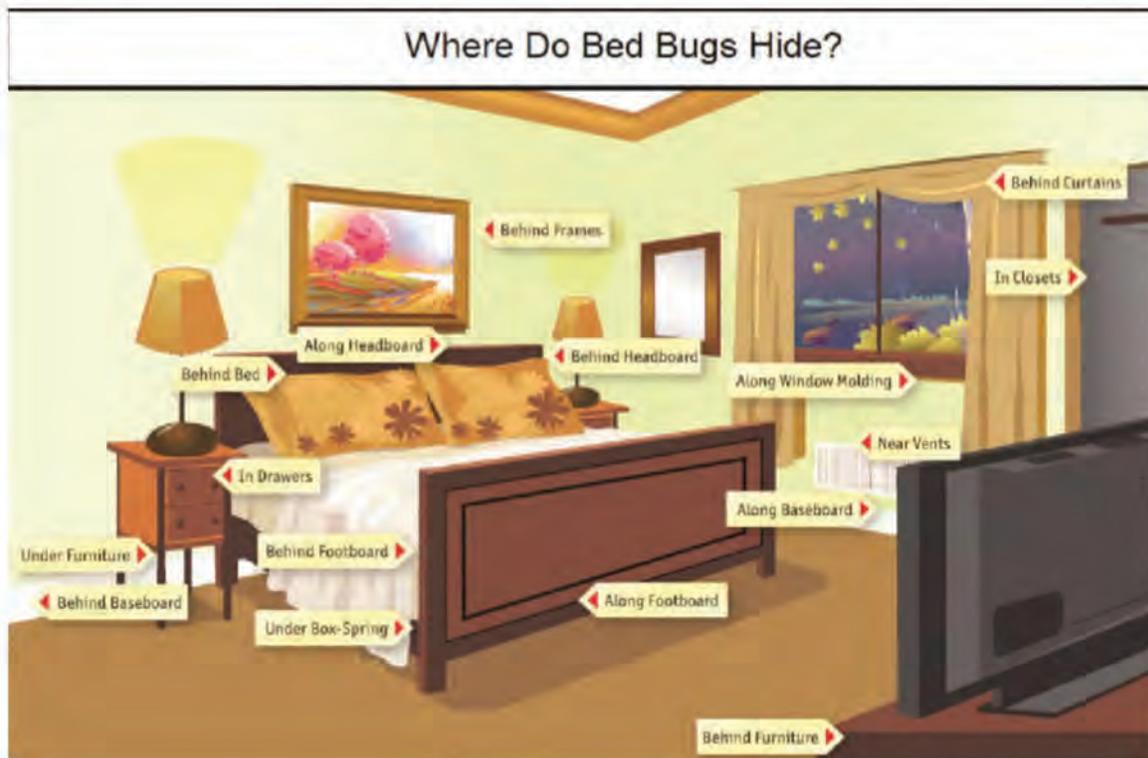
Many common household insects can be mistaken for bed bugs. Proper identification is required to provide the correct treatment.



How Do I Inspect My Home For Bed Bugs?

Despite their name, bed bugs do not live only in beds. They can be found almost anywhere in your home that provides a place to hide. Any crack or crevice with an opening as thin as a credit card can provide a hiding place.

You can often find where bed bugs are hiding by looking for black or brown spots on and around surfaces where they rest. Eggs and shed skin casings will also be found near these areas. Bed bugs do not hide in brightly lit areas. Be sure to use a flashlight, magnifying glass, and crevice tool to help you with your inspection.



Places Bed Bugs Are Commonly Found

- Mattresses and box springs
- Bed frames & head boards
- Night stands and dressers
- Curtains
- Window and door frames
- Pictures and picture frames
- Loose wallpaper and peeling paint
- Hard and upholstered furniture
- Behind baseboards and electrical outlets
- Joints in hard wood floors
- Crevices behind molding
- Any other places that provide a dark, narrow crevice

How Do I Find A Reliable Pest Control Professional

- Call several licensed and insured pest management companies and get written estimates.
- Insist on and check references.
- Look for companies that offer both chemical and non-chemical control.
- Insist on pre-inspection as part of the estimate process.
- Technicians should be willing to talk with you about treatment options and guarantees.
- An effective bed bug control plan should take multiple treatments and inspections. Make sure these are covered in the estimate.
- Compare warranties and guarantees.
- The best way to get rid of bed bugs is to hire a professional pest control company with experience in bed bug control. If you do not use a professional, you can use products or procedures described on the following pages to control bed bugs.

What You Can Do to Help Your Pest Control Professional

Vacuuming

Vacuum cracks and crevices on a regular basis. Take your time. Use the crevice tool attachment to remove the largest number of bugs and eggs. Do not use a bristle attachment, which may transfer eggs from one room to another. You should also vacuum mattresses before you purchase mattress encasements (see below). Vacuums do not kill bed bugs or their eggs, so be sure to empty the bag or canister into a sealed trash bag after you vacuum.

Sealing

Bed bugs can travel between row homes through small openings and areas with wires and cables. Protect yourself by sealing wall/floor junctures with caulk to prevent bed bugs from traveling through. Install foam padding behind electrical outlet faceplate covers to create a tight seal.

Mattress Encasements

It is a bad idea to throw out your mattress at the first sign of bed bugs. Bed bugs will follow you wherever you sleep. It is a better idea to use the money you would need to buy new mattress to hire a professional pest management company. You can use bed bug encasements to protect both mattresses and box springs.

Encasements reduce hiding spots and make it easier to detect an infestation. Be sure to purchase an encasement made for bed bugs. Allergen covers will not work. Always check the encasement from time to time for any rips or tears.



What You Can Do To Help Your Pest Control Professional (continued)

Cleaning

When you see a blood spot, clean it up right away. Cleaning up blood spots will make it easier to detect new bed bugs and provide a more sanitary home environment.

General cleaning will also remove bed bugs and eggs. Cleaning can also help you to tell the difference between roaches and bed bugs. Bed bug excrement will smear reddish brown before washing away.

Laundry

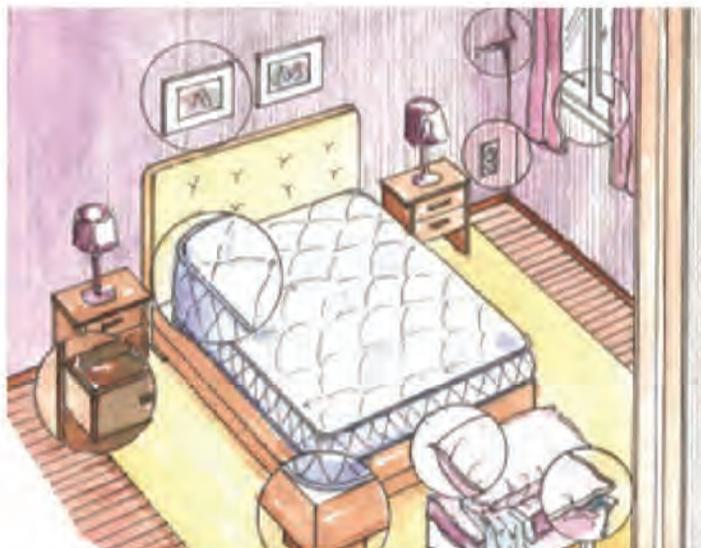
Laundering items on the hottest setting will kill bed bugs and eggs. You should allow items to dry on the hottest setting for at least 20 minutes after they appear to be fully dry. Pillows, comforters and other thick items may take longer. After laundering, store items in airtight bags to prevent re-infestation.

How Do I Control Bed Bugs?

- Do not bring discarded bed frames, mattresses, box springs or upholstered furniture found on the street into your home.
- Check all used or rented furniture for bed bugs.
- While traveling, inspect the bed and furniture.
- Keep suitcases off the floor and bed, and inspect them before you leave.
- If you suspect you have been around bed bugs, immediately wash and dry your clothing on the hot settings.

What Not To Do When Dealing With Bed Bugs

- Do not relocate to another area of the house. Bed bugs will follow their host and may infest new areas of your house.
- Do not use a total release fogger for bed bug control. Foggers will spread an infestation to other areas of your home and possibly to neighboring properties.
- Do not turn up the thermostat to kill bed bugs. A home furnace will not reach the required temperatures to kill bed bugs.
- Do not bag up furniture and leave it outside during winter months. Freezing temperatures may not kill all bed bugs and their eggs.
- Do not throw out your furniture at the first sighting of bed bugs. Most furniture can be treated by a professional to remove bed bugs and eggs.



What Must Landlords Do?

If you are a landlord, to rent a property in Philadelphia you must:

- Develop a written Bed Bug Control Plan that follows best practices as defined by the National Pest Management Association and follow it;
- Give this brochure to your tenant before you enter into a new lease; and;
- Inform the tenant in writing before you enter into a new lease about any bed bug infestation in the rental unit in the previous 120 days and what steps were taken to remediate it. If there was no infestation during that time, you must inform the tenant of this in writing.

If you are a landlord and you receive a complaint that one of your rental units is (or is reasonably suspected to be) infested with bed bugs, you must:

- Acknowledge the complaint within five days;
- Have a pest management professional investigate the rental unit for the presence of bed bugs within 10 days;
- If there is an infestation, remediate the rental unit until a pest management professional determines that there is no evidence of bed bugs in the unit;
- In buildings with four or more units, have a pest management professional investigate the rental units above, below, and adjacent to the unit about which you received the complaint;

(continued on next page)

What Must Landlords Do? (continued)

- Provide tenants with at least 24-hours notice before entering a unit to inspect, remediate or monitor it for bed bugs;
- Provide any tenants in units affected by a bed bug complaint a written notice of the pest management professional's determination of whether there is a bed bug infestation within five business days of when you receive it;
- Provide all tenants in a building notification of results of an investigation of the presence of bed bugs in common areas of that building;
- Obtain bed bug monitoring services for 12 months after an infestation has been remediated, and if the unit is leased to a new tenant during the monitoring period, explain the monitoring activities to the new tenant and continue monitoring; and
- Maintain a written record for two years of all bed bug complaints and control measures provided, including reports of chemicals and other remedies used by the pest management professional and any other reports prepared by the pest management professional.

Who Must Pay for Remediation?

The landlord is responsible for hiring pest control professionals to investigate bed bug complaints and eliminate infestations. The landlord is responsible for the full cost if the infestation is reported within 365 days after "lease commencement" (the first day you are permitted to live in the rental unit) or within 180 days after bed bugs were found in an adjoining unit. After this time period, the landlord and tenant share in reasonable costs for the pest control services.

Exception: A tenant who lives in housing managed by the Philadelphia Housing Authority or who pays rent with government vouchers or subsidies is not responsible for a share of the costs.



Department of
Public Health

CITY OF PHILADELPHIA

What Must Tenants Do?

In Philadelphia, if you are a tenant, you must:

- Not knowingly bring into the building furniture or other personal items that are infested with bed bugs;
- Notify your landlord in writing within five business days if you suspect that your unit or a building common area is infested with bed bugs;
- Cooperate with any reasonable recommendations made by a pest management professional hired by the landlord to investigate and remediate a bed bug infestation, including:
 - ◆ Allowing the pest management professional to come into your rental unit at reasonable times to inspect for bed bugs or remediate the bed bugs;
 - ◆ Not interfering with the pest management professional's inspections or remediation efforts;
 - ◆ Preparing your unit for treatment, such as cleaning or moving furniture, as recommended by the pest management professional; and
 - ◆ Carrying out other reasonable recommendations of the pest management professional.

Bay Property Management Group Philadelphia

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IP Address: 174.198.3.148
09/15/2022 11:34pm EDT



Protect Your Family From Lead in Your Home



September 2013

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.⁷

⁷ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

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Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

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For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call 1-800-424-LEAD (5323).

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

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U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wyrkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-R-12-001
September 2013

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Bay Property Management Group Philadelphia

1080 N Delaware Ave • Suite 506 • Philadelphia, PA 19125
(267) 244-7215



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Protect_Your_Family_Pamphlet.pdf

X *Namirah wheeler*

Lessee

IP Address: 174.198.3.148
09/15/2022 11:34pm EDT

Bay Property Management Group Philadelphia

1080 N Delaware Ave • Suite 506 • Philadelphia, PA 19125
(267) 244-7215



6. Tenant PaSign and Accept

6.1 NOTICE BEFORE SIGNING

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

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

A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

Brokers' Licensees' Certifications By signing here, Brokers and Licensees involved in this transaction certify that: (1) The information given above about Lead-Based Paint is true to the best of their knowledge; AND (2) They have told Landlord of Landlord's responsibilities under the Residential Lead-Based Hazard Reduction Act (42 U.S.C. §4852d), 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.

X NW
Namirah Wheeler

X Namirah wheeler
Lessee IP Address: 174.198.3.148
09/15/2022 11:34pm EDT

X Dana Anderson
Lessor IP Address: 74.92.91.235
09/16/2022 10:10am EDT



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

BCS Case Number (4107961)

LANDLORD/TENANT COMPLAINT

LT-23-03-24-5206

Table with 2 columns: Plaintiff(s) and Defendant(s). Plaintiff: GAMC Holdings LLC, 2250 N Park Ave, Philadelphia, PA 19132. Defendant: Namirah Wheeler, AKA/DBA: AND ALL OCCUPANTS, 2250 N Park Ave, Philadelphia, PA 19132.

JUDGMENT BY AGREEMENT

(Judgments by Agreement are not appealable)

- [X] Judgment for the Plaintiff for the Amount of: 5245.55 Plus Costs: 121.75 For a Total of: 5367.30
[X] Judgment for Possession as of: 04-17-2023
[] Judgment for Possession only as of:
[] Money Judgment only: Plus Costs: For a Total of:
[] Money Judgment to be Satisfied if Defendant vacates by:
[X] Judgment of Possession to be Satisfied if Defendant pays (as outlined in Other Conditions) by: see below
[] Judgment of Possession to be Satisfied if (see Other Conditions)

Other Conditions:

All writs may issue forthwith, parties waive the 180 day rule. Defendant may remain in leasehold and judgment shall be deemed satisfied IF AND ONLY IF:
1 - Defendant shall pay \$440 toward this judgment on the TWENTIETH of each consecutive month starting 5/20/23 until this judgment is paid in full, and
2 - Defendant shall pay regular rent on the FIFTH of each month starting with MAY-2023, and
3 - All new utility bills due and owing are paid when due or within 10 days of presentment by the landlord, and
4 - The landlord is allowed access with 24 hours notice.
Provided defendant complies with this JBA, then no late fees shall accrue on her rent account receivable.

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.
[X] (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.

Table with 2 columns: Plaintiff's information and Defendant's information. Rows include Signature, Telephone Number, Attorney, Attorney's I.D. & Telephone Number, and Mediator information.

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.

PLEASE READ THIS!

1. IF YOU ARE UNSURE OF WHAT THIS AGREEMENT MEANS, YOU CAN ASK ANY MEDIATION UNIT EMPLOYEE OF THE MUNICIPAL COURT OR TRIAL COMMISSIONER TO EXPLAIN IT TO YOU, EVEN IF THAT PERSON DID NOT ASSIST YOU IN PREPARING THIS DOCUMENT.

OR, ASK TO HAVE THE AGREEMENT ENTERED BY THE JUDGE.

2. REMEMBER, YOU ARE BOUND BY EACH AND EVERY CONDITION OF THE AGREEMENT!

Procedure in the event of breach:

If any party believes this Agreement has been breached (a failure to comply with the promises required by the Agreement) then an Affidavit must be filed with the Judgment and Petitions Unit, 1339 Chestnut Street, Room 1003, Philadelphia, PA 19107.

If an Affidavit is filed claiming you have failed to keep the promises made here, and you believe you have done what you are supposed to do, then you must request a hearing within five (5) working days (weekends and holidays do not count) of the day you receive the Affidavit from Court.

Finally: You are here because there has been a failure in the Landlord/Tenant relationship. This Agreement is a second chance. If you fail to do what this Agreement requires of you, then the Agreement is breached/void (no longer valid) and all available legal consequences may proceed without further Notice.

JUDGMENTS BY AGREEMENT ARE NOT APPEALABLE.

Tenant Ledger

BCS Case Number (4107961)

Tenants: Namirah Wheeler

Mobile: (267) 584-7203

Unit: --

Property: Park Ave N 2250 - 2250 N Park Ave Philadelphia, PA 19132

Status: Current

Move in date: 10/01/2022

Move out date: --

Lease Expiration: 09/30/2023

Rent: 1,895.00

Deposit Paid: 5,685.00

Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
09/12/2022		Security Deposits	1,895.00		1,895.00
09/15/2022	Namirah Wheeler	ACH Payment (Reference #BFE9-E410) Reversed by NSF		1,895.00	0.00
09/15/2022		Last Month's Rent - Move In Charge: Last Month's Rent	1,895.00		1,895.00
09/15/2022		Last Month's Rent - Move In Charge: 2nd to Last Month's Rent	1,895.00		3,790.00
09/17/2022	Namirah Wheeler	Credit Card Payment (Reference #9D9F-8500)		1,885.00	1,905.00
09/19/2022	Namirah Wheeler	NSF reversal receipt for Reference #BFE9-E410		-1,895.00	3,800.00
09/19/2022		Tenant - Returned Check Fee - NSF Charge	50.00		3,850.00
09/23/2022	Namirah Wheeler	ACH Payment (Reference #81C6-C340) Reversed by NSF		350.00	3,500.00
09/29/2022	Namirah Wheeler	NSF reversal receipt for Reference #81C6-C340		-350.00	3,850.00
09/29/2022		Tenant - Returned Check Fee - NSF Charge	50.00		3,900.00
10/01/2022		Rent - Move In Charge: Rent	1,895.00		5,795.00
10/13/2022	Namirah Wheeler	Payment (Reference #7788984046) Security Deposit		1,000.00	4,795.00
10/13/2022	Namirah Wheeler	Payment (Reference #7788984049) Security Deposit		1,000.00	3,795.00
10/13/2022	Namirah Wheeler	Payment (Reference #778984048) Security Deposit		1,000.00	2,795.00
10/13/2022	Namirah Wheeler	Payment (Reference #778984047)		1,000.00	1,795.00
10/13/2022	Namirah Wheeler	Payment (Reference #77988984051)		800.00	995.00
10/13/2022	Namirah Wheeler	Payment (Reference #778984050)		1,000.00	-5.00
11/01/2022		Rent - November 2022	1,895.00		1,890.00
11/06/2022		Late Fee Income - Late Fee for Nov 2022	189.00		2,079.00
11/07/2022	Namirah Wheeler	Payment (Reference #98) Reversed by NSF		1,900.00	179.00
11/08/2022	Namirah Wheeler	NSF reversal receipt for Reference #98		-1,900.00	2,079.00
11/08/2022		Tenant - Returned Check Fee - NSF Charge	50.00		2,129.00
11/10/2022		Owner-Paid Water Reimbursement - PBO - Water - Billing Period: 10/15/22 to 11/01/22 - 17 Days (Prorated) - Please pay as soon as possible	41.79		2,170.79

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
11/10/2022	Namirah Wheeler	Payment (Reference #1849397526)		500.00	1,670.79
11/10/2022	Namirah Wheeler	Payment (Reference #1849397517)		500.00	1,170.79
11/10/2022	Namirah Wheeler	Payment (Reference #1849397535)		500.00	670.79
11/10/2022	Namirah Wheeler	Payment (Reference #1849397544)		500.00	170.79
12/01/2022		Rent - December 2022	1,895.00		2,065.79
12/06/2022	Namirah Wheeler	Payment (Reference #1851053184)		500.00	1,565.79
12/06/2022	Namirah Wheeler	Payment (Reference #1851053202)		500.00	1,065.79
12/06/2022	Namirah Wheeler	Payment (Reference #1851053193)		500.00	565.79
12/06/2022	Namirah Wheeler	Payment (Reference #1851053211)		500.00	65.79
12/06/2022	Namirah Wheeler	Payment (Reference #1851053229)		66.00	-0.21
12/07/2022		Owner-Paid Water Reimbursement - PBO - Water - Billing Period: 11/01/22 to 11/30/22 - 29 Days - Please pay as soon as possible	56.38		56.17
01/01/2023		Rent - January 2023	1,895.00		1,951.17
01/06/2023		Late Fee Income - Late Fee for Jan 2023	189.50		2,140.67
01/23/2023		Owner-Paid Water Reimbursement - PBO - Water - Billing Period: 11/30/22 to 12/29/22 - 30 Days - Please pay as soon as possible	73.62		2,214.29
02/01/2023		Rent - February 2023	1,895.00		4,109.29
02/06/2023		Late Fee Income - Late Fee for Feb 2023	189.50		4,298.79
02/21/2023		Owner-Paid Water Reimbursement - PBO - Water - Billing Period: 12/29/22 to 01/31/23 - 34 Days - Please pay as soon as possible	65.00		4,363.79
03/01/2023		Rent - March 2023	1,895.00		6,258.79
03/02/2023	Namirah Wheeler	Credit Card Payment (Reference #6165-CAE0)		660.00	5,598.79
03/06/2023	Namirah Wheeler	Credit Card Payment (Reference #CC68-C400)		610.00	4,988.79
03/06/2023		Late Fee Income - Late Fee for Mar 2023	189.50		5,178.29
03/09/2023		Owner-Paid Water Reimbursement - PBO - Water - Billing Period: 01/31/23 to 02/28/23 - 28 Days - Please pay as soon as possible	47.76		5,226.05
03/13/2023	Namirah Wheeler	Credit Card Payment (Reference #6509-5DE0)		600.00	4,626.05
03/21/2023	Namirah Wheeler	Credit Card Payment (Reference #9A4E-EB10)		400.00	4,226.05
03/23/2023	Namirah Wheeler	ACH Payment (Reference #67AD-3A50) Reversed by NSF		6,121.05	-1,895.00
03/28/2023	Namirah Wheeler	NSF reversal receipt for Reference #67AD-3A50		-6,121.05	4,226.05
03/28/2023		Tenant - Returned Check Fee - NSF Charge	50.00		4,276.05
04/01/2023		Rent - April 2023	1,895.00		6,171.05
Total					6,171.05