

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

CASSANDRA BAKER, CORRINE MORRIS,  
and all others similarly situated,

Plaintiffs,

vs.

GLENN M. ROSS, P.C. and GLENN M. ROSS

Defendants.

**COMPLAINT - CLASS ACTION**

CIVIL ACTION

No.: 17-4274

**FIRST AMENDED CLASS ACTION COMPLAINT**

**PRELIMINARY STATEMENT**

1. This is a class action brought under the Fair Debt Collection Practices Act against a collection lawyer who engaged in abusive debt collection practices perpetrated primarily against low-income tenants. The lawyer used false, deceptive, and misleading statements for the purposes of collecting rent which was not legally due and evicting tenants when he was not legally entitled to do so.

2. More than 24,000 Philadelphians were sued last year in Philadelphia's Landlord-Tenant Court. They were often poor, unrepresented, and uninformed about their rights under state and local law.

3. While 81 percent of landlords had lawyers, most tenants—over 90 percent—did not. That tenants regularly proceed without counsel creates a dramatic power imbalance in Landlord-Tenant Court and in the Philadelphia rental market.

4. This lawsuit illustrates how collection lawyers exploit this power imbalance, sending scores if not hundreds of debt collection letters and filing scores if not hundreds of

eviction lawsuits in Landlord-Tenant Court against tenants, demanding money that was not owed under Philadelphia law.

5. Those debt collection letters and those eviction suits, directed to those like the named plaintiffs—a grandmother of limited means renting a property with defective heating, and a pregnant mother living in a property without running water—violated federal law.

### **JURISDICTION AND VENUE**

6. This Court has jurisdiction over this matter under 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331 and 1337.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), in that a substantial part of the events giving rise to the claims occurred in this district.

### **PARTIES**

8. Plaintiff Cassandra Baker is a Pennsylvania consumer, currently residing at 913 E. Rittenhouse Street, Philadelphia, PA 19138. She proceeds on her behalf, and on behalf of all others similarly situated.

9. Plaintiff Corrine Morris is a Pennsylvania consumer, currently residing at 1245 N. Frazier Street, Philadelphia, PA 19131. She proceeds on her behalf, and on behalf of all others similarly situated.

10. Defendant Glenn M. Ross, P.C. is a Pennsylvania corporation, registered at 706 Ridge Pike, Lafayette Hill, PA 19444.

11. Defendant Glenn M. Ross is a licensed Pennsylvania attorney, and the principal shareholder of Glenn M. Ross, P.C. He conducts his practice at 566 S. Bethlehem Pike, Fort Washington, PA 19034.

## FACTS

### **Legal Requirements to Rent Properties in the City of Philadelphia**

12. In order to promote public safety and ensure that families have safe and healthy housing, Philadelphia City Council has enacted strict requirements governing the leasing of rental properties and the collection of rent.

13. To collect rent under local law, a landlord must be licensed, and must provide each tenant with a Certificate of Rental Suitability, an attestation as to the suitability of the unit, and a Partners for Good Housing Handbook, which outlines the responsibilities and rights of owners, tenants, and landlords for maintaining houses and apartments in a safe and clean condition.

14. Section § 9-3903 of the Philadelphia Code requires that a landlord “shall, at the inception of each tenancy, provide to the tenant a Certificate of Rental Suitability that was issued by the Department [of Licenses and Inspections] no more than sixty days prior to the inception of the tenancy. The owner shall at the same time provide the tenant a copy of the owner’s attestation to the suitability of the dwelling unit as received by the Department pursuant to § 9-3903(2)(b)(iii), and a copy of the ‘City of Philadelphia Partners for Good Housing Handbook.’” Phila. Code § 9-3903(1)(a).

15. The Code requires that the Philadelphia Department of Licenses and Inspections (“L&I”) issue a Certificate only after determining that, among other things, a property has no outstanding notices of code violations issued by L&I, and that the owner of the home “acknowledges the obligation to provide a fit and habitable property.” *Id.* at § 9-3903(2)(b)(ii)-(iii).

16. The failure to comply with the Certificate provision of the Code denies a landlord “the right to . . . collect rent during or for the period of noncompliance.” *Id.* at § 9-3901(4)(e).

17. These requirements advance important public purposes by requiring landlords to affirmatively verify that a rental property is fit, habitable, and has no outstanding housing code violations, and by requiring that landlords provide a Partners for Good Housing Handbook, which is intended to alert tenants to their legal right to safe, healthy housing.

18. Despite these requirements, many landlords do not comply with the law.

19. Failure to provide a Certificate of Rental Suitability to the tenant alone is enough to preclude the landlord from collecting rent or evicting the tenant. *See* Phila. Code §3901(4)(e).

20. Collection lawyers for non-compliant landlords nevertheless send notices to vacate properties and sue tenants for unpaid rent and possession of those properties when the law forbids them from doing so, collect rent when it is not legally owed, and obtain possession based on nonpayment of rent that is not legally due under Philadelphia law.

21. Because of these practices of collection lawyers like Defendants, landlords lack incentive to follow the Philadelphia Code—including by ensuring properties are fit and habitable—and many low-income tenants continue to be relegated to substandard rental units.

**Facts Related to Plaintiff Cassandra Baker**

22. Plaintiff Cassandra Baker is a lifelong Philadelphia resident and caregiver for her teenaged daughter and her nine-year-old granddaughter.

23. In December 2014, Ms. Baker entered into a lease agreement with Femope Properties to rent a home at 4449 N. Bancroft Street, Philadelphia, PA 19140.

24. Femope did not provide Ms. Baker with a Certificate of Rental Suitability or Partners for Good Housing Handbook when she moved in to the property.

25. The property had multiple problems that were never resolved.

26. The property was advertised as a three-bedroom home, which Ms. Baker wanted so she, her teenaged daughter, and her then seven-year-old granddaughter, could each have a bedroom.

27. In December 2014, however, Ms. Baker notified her property manager that, contrary to the Philadelphia Code, there was no heat in one of her three bedrooms, making it unusable.

28. The problem was never satisfactorily repaired, and Ms. Baker was therefore forced to either sleep on a couch or share a room and a bed with her teenaged daughter.

29. The thermostat also routinely malfunctioned, as a result of which Ms. Baker had astronomical utility bills.

30. Ms. Baker notified her property manager of this issue as well, but it was never satisfactorily repaired.

31. As a result, among other things, of Ms. Baker regularly requesting repairs, and informing Femope that she would eventually need to find a more suitable home for her family, her relationship with Femope soured, and Femope began preparing to evict her.

32. In or around September 2016, Femope or its agent engaged Defendants Glenn M. Ross, P.C. and Glenn M. Ross to prosecute an eviction action against Ms. Baker.

33. Defendants are experienced eviction practitioners.

34. Upon information and belief, during calendar year 2016, Defendants filed more than 900 eviction lawsuits, each of which had a corresponding demand letter.

35. On September 23, 2016, in apparent preparation for filing an eviction, Femope or its agent for the first time in relation to Ms. Baker's tenancy, downloaded a Certificate of Rental Suitability for the property.

36. In or around the end of September, 2016, Ms. Baker received the Certificate of Rental Suitability in the mail. Prior to this date, she had not been provided with the Certificate.

37. On September 29, 2016, in a letter sent on letterhead of Glenn M. Ross, P.C., and signed or purporting to be signed by Glenn M. Ross, Defendants stated the following:

Please be advised I represent the owner of the premises in which you currently reside. Your right to possession under the lease has been terminated for your failure to pay rental [sic]. There is a balance due of **\$2,300.00** which includes unpaid rent, late fees and legal fees. Pursuant to the above, you must vacate the premises and deliver possession to the owner ten (10) days from the date of this letter.

In addition, your lease is hereby terminated because you have breached its terms and conditions in that you have been chronically delinquent and/or late in the payment of rent.

You are responsible for the payment of rent under the lease until the end of its current term, or until the date the premises are re-rented. In addition, you are responsible for the payment of any expenses my client may incur in connection with the attempted re-rental of this unit, including but not limited to rental commission, and any and all physical damage to the unit which may have been caused during the period of your tenancy.

Unless I hear from you to the contrary, I shall assume that you admit the amount and validity of this debt and the accuracy of the contents of this letter.

Ex. A (emphasis in original).

38. The letter then itemized the alleged \$2,300, as follows:

Unpaid prior rent balance	\$ 900.00
September rent	850.00
September late fee	50
Legal fees	500
<b>TOTAL BALANCE DUE:</b>	<b>\$ 2,300</b>

*Id.* (emphasis in original).

39. Given that Ms. Baker did not receive a Certificate of Rental Suitability until the end of September, 2016, however, Femope was legally precluded from collecting rent for September 2016 or any previous month.

40. Ms. Baker therefore could not possibly owe any back rent, late fees, or legal fees, and there could not legally be any “balance due.”

41. Moreover, with no money owed, Femope was also prohibited from taking possession of the property for non-payment.

42. On October 12, 2016, Defendants filed for eviction against Ms. Baker.

43. The eviction complaint made substantially similar, and legally erroneous, demands of Ms. Baker.

44. That eviction complaint demanded the same \$2,300, for August rent, September rent, late fees, and legal fees, plus added \$110 in court costs. Ex. B, ¶ VII.

45. Femope’s failure to provide Ms. Baker with a Certificate of Rental Suitability prior to the end of September 2016 meant no rent was owed as a matter of law for August or September, or any month prior.

46. With no rent legally owed, no late fees were owed, either.

47. The eviction complaint demanded legal fees of \$500 and court costs of \$110.

48. In fact, with no rent owed, there was no violation of the lease, and no legal basis to sue Ms. Baker, so no legal fees or court costs were owed.

49. The eviction complaint also repeated that Ms. Baker was “chronically delinquent and/or late,” presumably referring to her rent payments. *Id.*

50. With no rent legally due and owing, she could not have been chronically delinquent or late on her rent.

51. The eviction complaint demanded possession of the property. *Id.* ¶¶ VI-VII.

52. With no rent owed, however, there was no violation of the lease, and thus, no legal basis to seek possession of the property.

53. Facing the prospect of an eviction caused Ms. Baker stress and anguish.

54. The eviction action was listed for a hearing on November 10, 2016.

55. Femope, however, did not wait until the hearing to force Ms. Baker out of her home.

56. Instead, in October, 2016, while Ms. Baker, her daughter, and granddaughter were out of the house, Femope or its agent changed the locks at Ms. Baker's home, preventing her and her family from reentering.

57. Self-help evictions are a crime in the City of Philadelphia, punishable by up to 90 days' imprisonment. *See* Phila. Code. §§ 9-1601-1608.

58. Being locked out of her home caused Ms. Baker significant emotional distress and expense, and among other indignities, forced her to repurchase basic necessities such as school uniforms for her daughter and granddaughter.

59. On November 10, 2016, Ms. Baker appeared in landlord-tenant court.

60. Like the vast majority of Philadelphia tenants, Ms. Baker was unrepresented.

61. Still under the duress of being illegally locked out of her home, and feeling as if she had no choice, Ms. Baker executed an agreement with Defendants, agreeing to a judgment of \$3,250 against her.

62. In exchange, Defendants agreed to let Ms. Baker back into the property for a single morning—the morning following the eviction hearing—to collect her family's belongings.



63. As a result of Defendants' illegal collection efforts, Ms. Baker was evicted for nonpayment of rent she did not owe, deprived of her security deposit, induced to enter into a judgment against her for monies she did not legally owe, and suffered emotional distress.

**Facts Related to Plaintiff Corrine Morris**

64. Plaintiff Corrine Morris is a Philadelphia resident and mother of a three-year old child.

65. Beginning with a payment in May 2017, and then with a document signed in June 2017, Ms. Morris entered into a lease agreement with Home 4 Rent Inc. to rent a home at 816 E. Stafford Street, Philadelphia, PA 19138.

66. Ms. Morris rented the property to live with her then two-year-old daughter, her boyfriend, Charles Haygood, and the child they expect in January 2018.

67. Home 4 Rent did not provide a Certificate of Rental Suitability or Partners for Good Housing Handbook upon lease signing or move in.

68. There were multiple problems with the property when Ms. Morris moved in.

69. At the outset, the water did not reach the first two floors of the property, and could instead only be accessed by a pipe in the basement.

70. Ms. Morris had to fill buckets with water from the pipe in the basement and walk up flights of stairs in order to pour water into the toilet for flushing and to bring water into the kitchen for cooking, all while four months pregnant with her second child.

71. Ms. Morris and Mr. Haygood showered at friends and family members' houses while they waited for the landlord to repair the property.

72. In late August, water was provided throughout the property.

73. This led to other problems, however, including water spilling out from an apparent burst pipe in the second floor, and pouring down the kitchen ceiling and wall.

74. As a result of the pipe break the stove became unusable, and mold broke out down the kitchen wall.

75. By mid-September the water was again shut off, because, upon information and belief, contractors hired to repair the water issue did not have adequate permits.

76. The mold, however, remained.

77. The property had a crumbling foundation, numerous fire code violations, and broken windows and doors.

78. The Philadelphia Department of Licenses and Inspections cited the property for violations on August 24, 2017, none of which were brought into compliance while Ms. Morris lived at the property.

79. Ms. Morris notified the landlord and its agents about the repairs needed for the property on a regular basis beginning in early June, and continuing regularly thereafter.

80. In or around September 2017, Home 4 Rent or its agent engaged Defendants Glenn M. Ross, P.C. and Glenn M. Ross to prosecute an eviction action against Ms. Morris.

81. On September 1, 2017, in apparent preparation for filing an eviction, Home 4 Rent or its agent for the first time in relation to Ms. Morris's tenancy downloaded a Certificate of Rental Suitability for the property.

82. On September 18, 2017, in a letter sent on letterhead of Glenn M. Ross, P.C., and signed by Glenn M. Ross, Defendants stated the following:

Please be advised I represent the owner of the premises in which you currently reside. Your right to possession under the lease has been terminated for your failure to pay rental [sic]. There is a balance due of **\$3,951.00** which includes unpaid rent, late fees and legal

fees. Pursuant to the above, you must vacate the premises and deliver possession to the owner ten (10) days from the date of this letter.

In addition, your lease is hereby terminated because you have breached its terms and conditions in that you have been chronically delinquent and/or late in the payment of rent.

You are responsible for the payment of rent under the lease until the end of its current term, or until the date the premises are re-rented. In addition, you are responsible for the payment of any expenses my client may incur in connection with the attempted re-rental of this unit, including but not limited to rental commission, and any and all physical damage to the unit which may have been caused during the period of your tenancy.

Unless I hear from you to the contrary, I shall assume that you admit the amount and validity of this debt and the accuracy of the contents of this letter.

Ex. C (emphasis in original).

83. The letter then itemized the alleged \$3,951.00 as follows:

Unpaid prior rent balance	\$ 2,014.00
September rent	950.00
September late fee	57
Unpaid water/sewer bills	430
Legal fees	500
<b>TOTAL BALANCE DUE:</b>	<b>\$ 3,951.00</b>

*Id.* (emphasis in original).

84. Given that Home 4 Rent did not obtain a Certificate of Rental Suitability until September 2017, however, Home 4 Rent was legally precluded from collecting rent for August 2017 or any month prior.

85. On September 26, 2017, Defendants filed an eviction action against Ms. Morris.

86. The eviction complaint made substantially similar, and legally erroneous, demands of Ms. Morris.

87. The eviction complaint stated “that the subject premises is fit for its intended purpose,” despite the fact that water had been shut off at the property and the Philadelphia

Department of Licenses and Inspections had cited the property for numerous housing code violations which were still outstanding at the time Defendants filed the complaint. Ex. D, ¶ IV

88. That eviction complaint demanded a total of \$4,066.50, for July rent, August rent, September rent, late fees, water/sewer, legal fees, service costs, and court costs. *Id.*, ¶ VII.

89. Home 4 Rent's failure to obtain a Certificate of Rental Suitability prior to September 2017 meant no rent was owed as a matter of law for July or August, or any month prior.

90. The eviction complaint also demanded \$450 in water/sewer fees. *Id.*

91. In fact, water bills provided to Ms. Morris by the Water Department show the total bill to amount to only \$122.81 for the time period when Ms. Morris lived in the property.

92. The eviction complaint also repeated that Ms. Morris was "chronically delinquent and/or late," presumably referring to her rent payments. *Id.*, ¶ VII.

93. With no rent legally due and owing, she could not have been chronically delinquent or late on her rent.

94. Facing the prospect of an eviction and money judgment caused Ms. Morris stress and anguish.

95. Unlike most Philadelphia tenants, Ms. Morris and Mr. Haygood secured an attorney to represent them in Landlord-Tenant Court.

96. In November 2017, the eviction complaint was withdrawn without prejudice.

97. Ms. Morris and Mr. Haygood have left the property.

98. As a result of Defendants' illegal collection efforts, Ms. Morris was sued for nonpayment of rent she did not owe, incurred moving costs, and suffered emotional distress.

### **CLASS ACTION ALLEGATIONS**

99. Plaintiffs incorporate paragraphs one through ninety-eight as if written fully herein.

100. Plaintiffs bring this suit individually and as a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure on behalf of all similarly situated individuals.

101. The class that Plaintiffs seek to represent is composed of all Philadelphia consumers who at any time subsequent to one year prior to the filing of this action received a Notice to Vacate a rental unit from Defendants and/or were sued in Landlord-Tenant Court by Defendants, where that Notice or Complaint demanded moneys for periods prior to the issuance of a Certificate of Rental Suitability by the City of Philadelphia.

102. The class is so numerous that joinder of all members is impracticable. In 2016, for example, Defendants filed over 900 evictions against Philadelphia consumers. While discovery will reveal how many of these consumers lived in properties for which rent was sought for periods when there was no validly issued Certificate of Rental Suitability, the class is, upon information and belief, ascertainable from public records and records maintained by Defendants, and there are more than 100 members.

103. There are questions of law and fact common to each class, including, but not limited to the following:

- a. Whether Defendants' demand for rent for a period when a Certificate of Rental Suitability had not been issued constitutes a threat to take an action that cannot legally be taken, in violation of 15 U.S.C. § 1692e(5);

- b. Whether Defendants' demand for and collection of rent for a period when a Certificate of Rental Suitability had not been issued constitutes collection of an amount not permitted by law, in violation of 15 U.S.C. § 1692f(1);
- c. Whether Defendants' demand for rent for a period when a Certificate of Rental Suitability had not been issued constitutes a false, deceptive, misleading representation, in connection with collection of a debt, in violation of 15 U.S.C. § 1692e, e(10);
- d. Whether Defendants' sending debt collection letters which demand rent for a period when a Certificate of Rental Suitability had not been issued are false representations of "the character, amount, or legal status" of an alleged debt, in violation of 15 U.S.C. § 1692e(2)(A);
- e. Whether Defendants' sending of notices to vacate and/or initiating eviction lawsuits which demand rent for a period when a Certificate of Rental Suitability had not been issued are false, deceptive, misleading representations, in connection with a debt, in violation of 15 U.S.C. § 1692e, e(10);
- f. Whether Defendants' sending of notices to vacate and/or initiating eviction lawsuits which demand rent for a period when a Certificate of Rental Suitability had not been issued are false representations of "the character, amount, or legal status" of an alleged debt, in violation of 15 U.S.C. § 1692e(2)(A);
- g. Whether the above practices caused class members to suffer injury; and
- h. The proper measure of damages for such unlawful practices.

104. Ms. Baker and Ms. Morris's claims are typical of the claim of the class as all members were similarly treated and affected by Defendants' conduct as alleged herein, in violation of the FDCPA.

105. Ms. Baker and Ms. Morris will fairly and adequately protect the interests of the class. They both qualify as consumers under the FDCPA, received the same type of debt collection communications that are at issue in this matter as other class members, and have no conflicts with other class members.

106. Counsel for Plaintiffs are experienced in handling federal class action litigation, and will adequately and zealously represent the interests of the class. The Public Interest Law Center is a forty-eight year-old impact litigation law firm, and has litigated numerous class actions, across a number of subject areas, on behalf of low-income Pennsylvania residents.

107. The National Consumer Law Center is a nationally recognized nonprofit law firm, has litigated numerous consumer class actions, including FDCPA class actions, around the nation, and regularly publishes respected treatises on consumer law generally, and consumer class actions specifically.

108. Chimicles & Tikellis, LLP, is an experienced class action law firm, successfully representing consumers in numerous class actions filed in the Commonwealth of Pennsylvania and around the nation.

109. Upon information and belief, no similar litigation concerning the claims herein has been filed against Defendants or either of them by any class member.

110. A class action is superior to other methods for fair and efficient adjudication of this controversy. A class action regarding the issues in this case does not create any problems of manageability.

111. A class action is a particularly appropriate means of resolving this controversy, because class members are unlikely to be aware of their rights, the harms they have suffered are generally small and unlikely to be sufficient to permit the hiring an attorney to sue a debt collector lawyer, and without attorneys representing them, those that do know their rights are unequipped to enforce them.

**COUNT I: FAIR DEBT COLLECTION PRACTICES ACT**

112. Plaintiffs incorporate paragraphs one through 111 as if written fully herein.

113. Defendants regularly attempt to collect consumer debts alleged to be due to another, and are debt collectors as that term is defined in the Fair Debt Collection Practices Act (“FDCPA”). *See* 15 U.S.C. § 1692a(6).

114. The moneys sought by the Defendants is a debt under the FDCPA. *See id.* at § 1692a(5).

115. The statements related to the alleged debt, in both the notices to vacate and the eviction complaints, were communications under the FDCPA. *See id.* at § 1692a(2).

116. The Defendants’ acts—particularly the demand of moneys not legally due and owing—were false, deceptive, misleading representations, in connection with a debt. *See id.* at § 1692e, e(10).

117. The Defendants’ acts constituted a threat to take an action that cannot legally be taken. *See* 15 U.S.C. § 1692e(5).

118. Defendants falsely represented “the character, amount, or legal status” of an alleged debt. *Id.* at § 1692e(2)(A).

119. The Defendants collected amounts not permitted by law. *See* 15 U.S.C. § 1692f(1).



120. The acts described above by the Defendants caused Ms. Baker, Ms. Morris, and all members of the class injury.

121. Defendants are liable to Ms. Baker, Ms. Morris, and the class for actual damages, statutory damages, and costs and attorney fees.

**JURY DEMAND**

122. Ms. Baker and Ms. Morris demand a trial by jury on their claims.

**RELIEF REQUESTED**

WHEREFORE, Ms. Baker and Ms. Morris respectfully request the following relief:

- A. Certify this case as a class action and appoint Ms. Baker and Ms. Morris to be class representatives and their attorneys to be class counsel;
- B. An Order declaring the acts and practices of Defendants to constitute a violation of the FDCPA;
- C. An award of actual damages to Ms. Baker, Ms. Morris, and the class in the form of any moneys paid or expenses incurred as a result of Defendants' unlawful actions;
- D. An award of statutory damages to Ms. Baker, Ms. Morris, and the class, pursuant to 15 U.S.C. § 1692k;
- E. An award of costs and reasonable attorney fees pursuant to 15 U.S.C. §§ 1692k, 1692e, e(2), and e(10); and
- F. For other such relief as the Court may deem just and proper.

Dated: December 8, 2017

Respectfully submitted,

/s/ Daniel Urevick-Ackelsberg  
Daniel Urevick-Ackelsberg, Esq.

Charles M. Delbaum  
*Admitted Pro Hace Vice*  
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361 West Lancaster Ave  
One Haverford Centre  
Haverford, PA 19041  
(610) 642-8500

**CERTIFICATE OF SERVICE**

I hereby certify that on December 8, 2017, I made service of a true and correct copy of the foregoing, via ECF, to:

Marc L. Bogutz  
Enrico C. Tufano  
Two Commerce Square  
2001 Market Street  
Suite 3100  
Philadelphia, PA 19103

/s/ Daniel Urevick-Ackelsberg  
Daniel Urevick-Ackelsberg, Esquire  
Mary M. McKenzie, Esquire  
PUBLIC INTEREST LAW CENTER  
1709 Benjamin Franklin Parkway  
2nd Floor  
Philadelphia, PA 19103

# Exhibit A

**GLENN M. ROSS, P.C.**

Attorneys-at-Law  
566 South Bethlehem Pike  
Fort Washington, PA 19034

Glenn M. Ross  
Elena M. Baylarian

Telephone: 215.643.7200  
Fax: 215.643.7205  
Email: glennrosspc@comcast.net

September 29, 2016

Cassandra Baker  
4449 Bancroft Street  
Philadelphia, PA 19140

RE: 4449 Bancroft St

Please be advised that I represent the owner of the premises in which you currently reside.

Your right to possession under the lease has been terminated for your failure to pay rental. There is a balance due of \$2,300.00 which includes unpaid rent, late fees and legal fees. Pursuant to the above, you must vacate the premises and deliver possession to the owner ten (10) days from the date of this letter.

In addition, your lease is hereby terminated because you have breached its terms and conditions in that you have been chronically delinquent and/or late in the payment of rent.

You are responsible for the payment of rent under the lease until the end of its current term, or until the date the premises are re-rented. In addition, you are responsible for the payment of any expenses my client may incur in connection with the attempted re-rental of this unit, including but not limited to rental commission, and any and all physical damage to the unit which may have been caused during the period of your tenancy.

Unless I hear from you to the contrary, I shall assume that you admit the amount and validity of this debt and the accuracy of the contents of this letter.

Very truly yours,



GLENN M. ROSS  
GMR/lcp  
cc: Owner

September 29, 2016  
Page 2.

STATEMENT OF AMOUNTS DUE

Unpaid prior rent balance	\$ 900.00
September rent	850.00
September late fee	50.00
Legal fees	500.00
<u>TOTAL BALANCE DUE:</u>	<u>\$ 2,300.00</u>

September 29, 2016  
Page 3.

NOTICE  
PURSUANT TO THE FAIR DEBT COLLECTIONS ACT

1. The amount of the original debt as of the date of the Notice of Unpaid Rental Charges is set forth in the notice to which this document is attached.
2. Claimant/Creditor who is identified in the Notice of Unpaid Rental Charges is the Creditor to whom the debt is owed.
3. Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid.
4. If you notify this office in writing within thirty (30) days from receiving this notice, this office will obtain verification of the debt and mail it to you.
5. If you request this office in writing within thirty (30) days from receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

THIS IS AN ATTEMPT TO COLLECT A DEBT;  
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

# Exhibit B





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

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107  
 Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

**LANDLORD AND TENANT COMPLAINT**

Date Filed: 10/12/2016

# LT-16-10-12-4210

MICHELLE BUCKNER  
 59009 CASTOR AVENUE  
 PHILADELPHIA, PA 19149

*Plaintiff(s)*

CASSANDRA BAKER, AKA/DBA: AND ALL OCCS  
 4449 N. BANCROFT STREET  
 PHILADELPHIA, PA 19140

*Defendant(s)*

- I.** Plaintiff states that he/she/it owns the real property located at the following address: **4449 N. BANCROFT STREET, PHILADELPHIA, PA 19140**. Plaintiff further states that there is a lease between him/her/it and the above-referenced defendant(s). The lease is **written, attached** and began on **12/01/2014** for the term of **a year or more**. Additionally, plaintiff states that the lease is **residential**.
- II.** Plaintiff states that he/she/it is **in compliance** with Section 102.1 of the Philadelphia Property Maintenance Code by having a valid housing inspection license at the time of filing. **A copy of the license is attached.**
- IV.** Plaintiff states that the subject premises is **fit** for its intended purpose.
- V.** Plaintiff states that notice to vacate the subject premises by **10/09/2016** was given to the defendant on **09/29/2016**. A copy of the notice is attached.
- VI.** The defendant is **in possession of the property and refuses to surrender possession of the property**.
- VII.** Plaintiff demands **a judgment of possession** and a **money judgment** in the amount itemized below based on Non Payment of amounts due under the lease.

The amount of unpaid rent below and late fees alleged due.				Summarized alleged amounts due:	
Month	Year	Rent	Late Fee	Rent	\$1,700.00
AUG 2016	RENT	\$850.00	LATE FEE \$50.00	Late Fees	\$100.00
SEP 2016	RENT	\$850.00	LATE FEE \$50.00	Gas	\$0.00
				Electric	\$0.00
				Water / Sewer	\$0.00
				Attorney's Fees	\$500.00
				Other	\$20.00
				<b>SERVICE FEE</b>	<b>\$20.00</b>
				<b>Subtotal</b>	<b>\$2,320.00</b>
				Court Costs	\$90.00
				<b>Total</b>	<b>\$2,410.00</b>

ONGOING RENT IN THE AMOUNT OF **\$850.00** FROM THE DATE OF THE FILING OF THIS COMPLAINT TO THE DATE OF THE HEARING ON THE MERITS IN THIS MATTER.

Breach of a condition(s) of the lease other than nonpayment of rent. The conditions allegedly breached were:  
**CHRONICALLY DELINQUENT AND/OR LATE**

<b>Filing Party:</b> GLENN M ROSS 566 SOUTH BETHLEHEM PIKE, FORT WASHINGTON, PA 19034		<b>Phone Number:</b> 215 643-7200
I am an attorney for the plaintiff(s), the plaintiff's authorized representative or have a power of attorney for the plaintiff(s) in this landlord tenant action. I hereby verify that I am authorized to make this verification; that I have sufficient knowledge, information and belief to take this verification or have gained sufficient knowledge, information and belief from communications with the plaintiff or the persons listed below and that the facts set forth are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities. If I am an authorized representative or have a power of attorney, I have attached a completed Philadelphia Municipal Court authorized representative form or a completed power of attorney form.  GLENN M ROSS  _____ Signature Plaintiff/Attorney	<b>SUMMONS TO THE DEFENDANT:</b> You are hereby ordered to appear at a hearing scheduled as follows:  <b>LOCATION (SITO):</b> 1339 Chestnut Street 6th Floor Philadelphia, PA 19107 Hearing Room: 3	<b>CITATION:</b> Al demandado por la presente, usted esta dirigido a presentarse a la siguiente:  <b>DATE (FECHA):</b> November 10th, 2016  <b>TIME (HORA):</b> 12:45 PM
	<b>NOTICE TO THE DEFENDANT: YOU HAVE BEEN SUED IN COURT. PLEASE SEE ATTACHED NOTICE.</b>	

# Exhibit C

**GLENN M. ROSS, P.C.**

Attorneys-at-Law  
566 South Bethlehem Pike  
Fort Washington, PA 19034

Glenn M. Ross  
Elena M. Baylarian

Telephone: 215.643.7200  
Fax: 215.643.7205  
Email: glennrosspc@comcast.net

September 18, 2017

Corrine Lynelle Morris  
Charles W. Hagood, Jr  
816 East Stafford Street  
Philadelphia, PA 19138

RE: 816 E. Stafford St

Please be advised that I represent the owner of the premises in which you currently reside.

Your right to possession under the lease has been terminated for your failure to pay rental. There a balance due of **\$3,951.00** which includes unpaid rent, late fees and legal fees. Pursuant to the above, you must vacate the premises and deliver possession to the owner ten (10) days from the date of this letter.

In addition, your lease is hereby terminated because you have breached its terms and conditions in that you have been chronically delinquent and/or late in the payment of rent.

You are responsible for the payment of rent under the lease until the end of its current term, or until the date the premises are re-rented. In addition, you are responsible for the payment of any expenses my client may incur in connection with the attempted re-rental of this unit, including but not limited to rental commission, and any and all physical damage to the unit which may have been caused during the period of your tenancy.

Unless I hear from you to the contrary, I shall assume that you admit the amount and validity of this debt and the accuracy of the contents of this letter.

Very truly yours,



GLENN M. ROSS

GMR/lcp

cc: Home 4 Rent, Inc

September 18, 2017  
Page 2.

**STATEMENT OF AMOUNTS DUE**

Unpaid prior rent balance	\$ 2,014.00
September rent	950.00
September late fee	57.00
Unpaid water/sewer bills	430.00
Legal fees	500.00
<b><u>TOTAL BALANCE DUE:</u></b>	<b><u>\$ 3,951.00</u></b>

September 18, 2017

Page 3.

NOTICE  
PURSUANT TO THE FAIR DEBT COLLECTIONS ACT

1. The amount of the original debt as of the date of the Notice of Unpaid Rental Charges is set forth in the notice to which this document is attached.
2. Claimant/Creditor who is identified in the Notice of Unpaid Rental Charges is the Creditor to whom the debt is owed.
3. Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid.
4. If you notify this office in writing within thirty (30) days from receiving this notice, this office will obtain verification of the debt and mail it to you.
5. If you request this office in writing within thirty (30) days from receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

THIS IS AN ATTEMPT TO COLLECT A DEBT;  
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

# Exhibit D



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

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107  
 Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

**LANDLORD AND TENANT COMPLAINT**

Date Filed: 09/26/2017

# LT-17-09-26-6125

HOME 4 RENT INC  
 3396 BEDFORD AVENUE  
 BROOKLYN, NY 11210

CORRINE LYNELLE MORRIS, AKA/DBA: AND ALL OCCS  
 816 E. STAFFORD STREET  
 PHILADELPHIA, PA 19138

CHARLES W. HAGOOD, JR., AKA/DBA: AND ALL OCCS  
 816 E. STAFFORD STREET  
 PHILADELPHIA, PA 19138

*Plaintiff(s)**Defendant(s)*

- I. Plaintiff states that he/she/it owns the real property located at the following address: **816 E. STAFFORD STREET, PHILADELPHIA, PA 19138**. Plaintiff further states that there is a lease between him/her/it and the above-referenced defendant(s). The lease is **written, attached** and began on **05/17/2017** for the term of **a year or more**. Additionally, plaintiff states that the lease is **residential**.
- II. Plaintiff states that he/she/it is **in compliance** with Section 102.1 of the Philadelphia Property Maintenance Code by having a valid housing inspection license at the time of filing. **A copy of the license is attached.**
- IV. Plaintiff states that the subject premises is **fit** for its intended purpose.
- V. Plaintiff states that notice to vacate the subject premises by **09/28/2017** was given to the defendant on **09/18/2017**. A copy of the notice is attached.
- VI. The defendant is **in possession of the property and refuses to surrender possession of the property**.
- VII. Plaintiff demands **a judgment of possession** and a **money judgment** in the amount itemized below based on Non Payment of amounts due under the lease.

The amount of unpaid rent below and late fees alleged due.				Summarized alleged amounts due:	
Month	Year	Rent	Late Fee	Rent	\$2,850.00
JUL 2017	RENT	\$950.00	LATE FEE \$57.00	Late Fees	\$171.00
AUG 2017	RENT	\$950.00	LATE FEE \$57.00	Gas	\$0.00
SEP 2017	RENT	\$950.00	LATE FEE \$57.00	Electric	\$0.00
UNPAID WATER BILLS		\$430.00		Water / Sewer	\$430.00
				Attorney's Fees	\$500.00
				Other	\$20.00
				<b>SERVICE FEE</b>	<b>\$20.00</b>
				<b>Subtotal</b>	<b>\$3,971.00</b>
				Court Costs	\$95.50
				<b>Total</b>	<b>\$4,066.50</b>

ONGOING RENT IN THE AMOUNT OF **\$950.00** FROM THE DATE OF THE FILING OF THIS COMPLAINT TO THE DATE OF THE HEARING ON THE MERITS IN THIS MATTER.

Breach of a condition(s) of the lease other than nonpayment of rent. The conditions allegedly breached were:  
**CHRONICALLY DELINQUENT AND/OR LATE**

<b>Filing Party:</b> GLENN M ROSS 566 SOUTH BETHLEHEM PIKE, FORT WASHINGTON, PA 19034		<b>Phone Number:</b> 215 643-7200
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	<b>NOTICE TO THE DEFENDANT: YOU HAVE BEEN SUED IN COURT. PLEASE SEE ATTACHED NOTICE.</b>	