



United Way Building, 1709 Benjamin Franklin Parkway
Second Floor, Philadelphia, PA 19103

www.pubintl.org

PublicInterestLawCenter 
@PubIntLawCtr 

November 17, 2017

Moshe Zenwirth
1613 52nd Street
Brooklyn, NY 11204
VIA OVERNIGHT MAIL

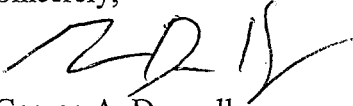
**Re: Imminent Suit against Moshe Zenwirth and EY Realty for
Violation of Philadelphia and Pennsylvania Law**

Dear Mr. Zenwirth:

Our clients, Curtis and Carolyn Shiver, will file the enclosed complaint against you and EY Realty, Inc. unless the Shivers receive an amenable settlement offer. Such an offer must include: (1) compensation for the damages suffered by the Shivers during their tenancy at 1620 French Street, Philadelphia, PA, (2) a commitment by you and EY Realty to cease violations of Philadelphia and Pennsylvania law, as detailed in the enclosed complaint, and (3) attorney's fees and costs.

We look forward to receiving your response by November 27, 2017.
You can contact us via email at gdonnelly@pubintl.org and phone at 267-546-1307.

Sincerely,


George A. Donnelly

Enclosure

PUBLIC INTEREST LAW CENTER

By: George A. Donnelly, Esquire

Atty. ID No.: 321317

gdonnelly@pubintl.org

By: Daniel Urevick-Ackelsberg, Esquire

Atty. ID No.: 307758

dackelsberg@pubintl.org

1709 Benjamin Franklin Parkway

2nd Floor

Philadelphia, PA 19103

215-627-7100

Attorneys for Plaintiff

This is not an arbitration case.

Jury Trial Demanded

CURTIS SHIVER and
CAROLYN SHIVER
1705 N. 18th Street
Apt. A
Philadelphia, PA 19121

Plaintiffs,

v.

MOSHE ZENWIRTH
1613 52nd Street,
Brooklyn, NY 11204

and

EY REALTY, INC.
2655 Philmont Avenue,
Huntingdon Valley, PA 19006,

Defendants.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

CIVIL DIVISION

NOVEMBER TERM, 2017

NO.

NOTICE TO DEFEND

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Philadelphia Bar Association
Lawyer Referral and Information Service
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107-2911
Telephone: (215) 238-6333

AVISO

Lo(a) han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Asociación de Licenciados de Filadelfia
Servicio de Referencia E Información Legal
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107-2911
Teléfono: (215) 238-6333

COMPLAINT—CIVIL ACTION

INTRODUCTORY STATEMENT

1. Like thousands of low-income Philadelphians, Plaintiffs Curtis and Carolyn Shiver lived in a home that was in deplorable condition. During their brief tenancy, the Shivers contended with, among other issues, a drainage system malfunction which led to continuous

flooding in their kitchen and basement, a crumbling back wall and foundation, an inoperable heating system, and a sewage backup which caused a flood of human feces, urine, and toilet paper in the home's kitchen and living room.

2. The Shivers routinely paid their rent on time and made repeated requests to the property management company, EY Realty, the agent for property owner Moshe Zenwirth, to make the necessary repairs. Despite the Shivers' regular payments, and despite the unremedied, uninhabitable conditions—which were cited by the Philadelphia Department of Licenses and Inspections and reported on by the Philadelphia Inquirer—Zenwirth and EY Realty responded to the Shivers' repair requests with an eviction notice.

3. The Shivers now bring suit under Pennsylvania and Philadelphia law to recover the damages they suffered as a result of the conduct of the Defendants.

PARTIES

4. Plaintiffs Curtis Shiver and Carolyn Shiver are low-income Philadelphia residents who live at 1705 N. 18th Street, Apt. A, Philadelphia, PA 19121.

5. Curtis Shiver works for the Department of Parks and Recreation as a tree keeper and Carolyn Shiver is employed as a home health worker.

6. Defendant Moshe Zenwirth is the record owner of 1620 French Street, Philadelphia, PA 19121. Upon information and belief, he currently resides at 1613 52nd Street, Brooklyn, NY 11204.

7. Defendant EY Realty, Inc. ("EY Realty") is a Pennsylvania-based corporation, with a current address of 2655 Philmont Avenue, Huntingdon Valley, PA 19006.

8. EY Realty worked on behalf of Zenwirth as the property manager of 1620 French Street.

FACTS

9. On June 30, 2016, the Shivers and Zenwirth entered into a written lease agreement to rent a three-bedroom rowhouse located at 1620 French Street, Philadelphia, PA 19121 (“the Property”). *See* Ex. A.
10. Zenwirth was not present at the lease signing.
11. Instead, the Shivers signed the lease with an EY Realty employee at the company’s offices in Huntingdon Valley, PA.
12. EY Realty managed the Property and was the point of contact for the Shivers’ repair requests.
13. Upon information and belief, Zenwirth paid EY Realty to manage the Property.
14. The lease called for the Shivers to pay \$750 a month to live in the Property for a one-year term. *See* Ex. A.
15. As part of the agreement, the parties signed an addendum, acknowledging that a child aged six or under would be living in the Property. *See* Ex. A at 8.
16. For all relevant times, a child aged six or under lived in the Property.
17. The Property was constructed before 1978.
18. EY Realty told the Shivers it would send a lead inspector to the Property in the immediate weeks following the Shivers’ move-in.
19. At no point before the lease signing or during the Shivers’ tenancy did EY Realty ever send a lead inspector to certify the Property as lead safe or lead free.
20. The Shivers never received a lead safe or lead free certificate from Zenwirth or EY Realty.

21. Zenwirth and EY Realty failed to provide the Philadelphia Department of Public Health with a valid lead certification declaring the Property as lead safe or lead free before or during the Shivers' tenancy. *See* Ex. B.

22. In July 2016, the Shivers and their four children moved into the Property.

23. Within weeks of moving in, the Shivers began to experience critical maintenance issues at the Property.

24. In August 2016, the Shivers discovered flooding in the backyard so severe that water poured under the Property's back door and into the kitchen.

25. The oldest Shiver children tried to mitigate the damage from the flooding by putting towels down through the kitchen and against the back door while their parents were at work.

26. The Shivers texted pictures of the flooding to EY Realty and called the office to inform them of the backyard flooding that was spilling into the kitchen.

27. EY Realty said it would make the necessary repairs.

28. It sent a maintenance worker to examine the issue, but no repairs were made to alleviate the backyard flooding.

29. In October 2016, the fuse box in the basement burst, causing the Property to lose all electricity.

30. The Shivers immediately notified EY Realty, who did not send someone out that day.

31. The Shivers paid \$80.00 for an emergency electrician visit, but the electrician was only able to restore electricity to the kitchen and one other room in the Property.

32. When the Shivers asked EY Realty to reimburse them for this visit, EY Realty refused, saying that the company did not accept bills from outside contractors.

33. EY Realty waited three days to send an electrician out to the Property.

34. During that time, the Shiver children stayed at their grandmother's house, since the Property did not have electricity throughout.

35. When EY Realty's electrician came to replace the fuse box, he warned the Shivers that the Property's electrical issues were far more extensive than the fuse box.

36. Throughout the Shivers' time in their home, the malfunctioning electrical system would cause the Property's main circuit breaker to blow once a week.

37. In October 2016, when the Shivers turned on the heat for the first time, the vents began to spew out red dust.

38. When Mr. Shiver called EY Realty to tell it about the heating problem, EY Realty did not send a maintenance worker to the Property but instead instructed Mr. Shiver to buy a new filter and place it in the heating system.

39. The Shivers bought a new filter, with their own money, but the new filter did nothing to alleviate the emissions of red dust.

40. Instead of using the faulty heating system, the Shivers purchased four space heaters with their own money and used them to heat the Property for the duration of the winter.

41. Three of the heaters were placed in the bedrooms, and one was used to heat the entire downstairs living area.

42. The Shiver children routinely complained about the lack of heat downstairs and had to wear coats throughout the house.

43. In late February 2017, after one of the Shivers' children flushed the upstairs toilet, raw sewage containing human feces, urine, and toilet paper began to spill freely through the kitchen sink and the clothes washer.

44. The sordid mixture of water and human waste filled the kitchen and living room and spilled down into the basement, covering the steps and walls with sewage.

45. The Shivers immediately called EY Realty and notified them of this emergency.

46. EY Realty failed to send someone out that day or the day after the sewage explosion.

47. In fact, the Shiver's rental insurance claim adjuster arrived at the Property to survey the damage before EY Realty sent anyone out to view the sewage disaster.

48. For two nights, the Shivers slept in a home with raw sewage spewed throughout the first floor while the children stayed with their grandmother.

49. The Shivers asked EY Realty to move them into a different Property managed by the company, but EY Realty refused.

50. With no functioning toilet and a first floor covered in raw sewage, the Shivers and their four children were forced to move out of the Property and live in hotels around Philadelphia and New Jersey for nearly a month.

51. While the Shivers' rental insurance covered three weeks of hotel stays, the rental insurance funds for the hotel ran out before adequate repairs were made to the Property, causing the Shivers to incur out-of-pocket expenses for additional nights in a hotel and takeout food while they waited for the necessary repairs.

52. During this time, the Shivers also had to drive long distances to take their children to school and get to work. There were multiple nights in March 2017 where the Shiver children had to stay with friends and family members just so they could get to school on time.

53. EY Realty did eventually send a plumber out to the Property several days later, but the plumber failed to take any corrective action.

54. The Shivers called and texted EY Realty on an almost daily basis throughout the month of March.

55. EY Realty and the plumbing company each passed the blame to the other entity in explaining to the Shivers the delay in the repairs.

56. The problem persisted for so long that the Shiver's insurance company called EY Realty and asked what was taking so long to fix the Property.

57. On March 16, the Shivers moved back into the Property after EY Realty said the problem was fixed.

58. On March 17, another sewage explosion occurred and flooded the first floor of the Property with human waste.

59. The Shivers promptly left the Property again, with the kids going to stay at their grandmother's house and the parents sleeping at yet another hotel.

60. The Shivers were finally able to move back into the Property in late March 2017 after the disastrous sewage problems were rectified.

61. During March 2017, Ms. Shiver was forced to miss many of her shifts as a home health worker in order to meet maintenance people at the Property.

62. On several occasions the maintenance people failed to show up for scheduled appointments.

63. Ms. Shiver eventually lost one of her two clients after calling out of work several times.

64. As a result, Ms. Shiver's income dropped precipitously.

65. In March 2017, the Department of Licenses and Inspections ("L&I") inspected the Property and found numerous violations of the City's property maintenance and fire codes. *See* Ex. C.

66. The violations included the raw sewage leak, a deteriorating foundation, rampant basement flooding, and a crumbling wall. *Id.*

67. L&I also marked the property unfit for human habitation. *See* Ex. D.

68. Although the L&I notice ordered Zenwirth to correct the violations by the re-inspection date of April 26, 2017, sufficient repairs were not made and the violations remain active as of the date of this complaint's filing.

69. The plumbers that worked on the sewage leak dug several holes in the backyard which were not later filled in.

70. As a result, the backyard flooding which the Shivers had dealt with for the duration of their tenancy got worse, as instead of filling up in the backyard and seeping under the back door, water now poured into the basement.

71. In April 2017, the Shivers repeatedly contacted EY Realty about repairing the backyard flooding which was now spilling into the basement.

72. EY Realty said it would make repairs but did not immediately send anyone out to the Property.

73. EY Realty eventually sent a maintenance person out to the Property, and he informed the Shivers that the Property needed a drainage system installed in the backyard to stop the basement flooding.

74. However, neither Zenwirth nor EY Realty sent someone out to the Property to install the drainage system for the backyard.

75. As a result of the continuous basement flooding, the Shivers lost numerous items, including, but not limited to, clothing, a computer, and a speaker set.

76. The Shivers again asked EY Realty to move the family elsewhere due to the unlivable conditions at the Property.

77. EY Realty declined this request, instead demanding that the Shivers find a new place on their own and move out of the Property.

78. Despite the uninhabitable conditions caused by the raw sewage leaks, faulty electric wiring, crumbling wall, and basement flooding, and despite the significant out of pocket expenses incurred due to the Property's sordid conditions, the Shivers paid their monthly rent in a timely fashion from July 2016 to June 2017.

79. In July 2017, the Shivers were featured in a Philadelphia Inquirer article discussing properties labeled unfit for human habitation in the City of Philadelphia. *See* Ex. E.

80. The article noted that the author contacted both Defendants for comment but received no response.

81. Despite the Property's squalid condition, Zenwirth, through counsel, sent the Shivers a notice to vacate the Property, demanding \$2,100, including July and August rent and late fees, plus attorney's fees. *See* Ex. F.

82. In fact, the Shivers did not owe this back rent because Zenwirth and EY Realty had failed to deliver a lead safe or lead free certificate to the Shivers and the Philadelphia Department of Public Health. *See* § 6-809(4).

83. Additionally, the Shivers did not owe this back rent because the Property had been designated unfit for human habitation by the Department of Licenses and Inspections. *See* § PM – 109.1.1.

84. Moreover, because the Property’s violations were unresolved more than thirty days after the initial notice to Zenwirth, the Shivers owed no back rent and Zenwirth was not legally entitled to regain possession of the Property. *See* § 9-3903(d).

85. On September 11, 2017, Zenwirth filed an eviction complaint through counsel, which demanded the same \$2,100.00, plus an additional \$115.00 in court costs. *See* Ex. G.

86. The eviction complaint stated that the Property was “fit for its intended purposes” despite the fact that the Property remained designated as “unfit for human habitation” by the Department of Licenses and Inspections. *Id.*

**COUNT I: VIOLATION OF PHILADELPHIA CODE § 6-803
(Curtis Shiver and Carolyn Shiver v. Moshe Zenwirth)**

87. Mr. and Ms. Shiver incorporate paragraphs 1 through 86 by reference.

88. For all rental properties built before 1978, where a child six years of age or under will reside, Philadelphia Code § 6-803(3)(a) requires landlords to provide tenants and the Philadelphia Department of Public Health with a valid certification prepared by a certified lead inspector that the rental unit is lead free or lead safe. Phila. Code § 6-803(3)(a).

89. Failure to comply with § 6-803(3) prohibits a landlord from collecting rent “during or for the period of noncompliance,” *id.* at § 6-809(4), and entitles the tenant “to bring an action in a court of competent jurisdiction” to seek, among other things, a refund of rent paid

“for any period in which the lessee occupies the property without a certification having been provided,” exemplary damages up to \$2,000, and attorney’s fees and costs. *Id.* at 6-809(3).

90. At all relevant times, a child aged six or under resided in the Property.

91. Zenwirth failed to comply with § 6-803(3) from July 2016 through September 2017 by not providing the Shivers or the Philadelphia Department of Public Health with a lead safe or lead free certification before or during the lease signing or at any point during the tenancy.

92. Wherefore, the Shivers demand judgment in their favor and against Zenwirth, including a refund of rent paid during the period of noncompliance, exemplary damages of \$2,000, reasonable attorney’s fees and costs, and any other such relief as the Court deems appropriate.

**COUNT II: UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW
(Curtis Shiver and Carolyn Shiver v. Moshe Zenwirth and EY Realty)**

93. Mr. and Ms. Shiver incorporate paragraphs 1 through 92 by reference.

94. The Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”) prohibits “[p]assing off goods or services as those of another,” “[r]epresenting that goods or services have . . . characteristics, . . . uses, [and] benefits . . . that they do not have,” “[r]epresenting that goods or services have “approval [or] status . . . that they do not have,” and “[e]ngaging in . . . fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.” 73 P.S. § 201-2(4).

95. The UTPCPL applies to residential leases. *Commonwealth v. Monumental Properties, Inc.*, 329 A.2d 812, 818 (Pa. 1974).

96. Zenwirth and EY Realty violated the above provisions by, among other things:

- a. demanding and collecting rent that was not owed;

- b. promising the Shivers that they would make repairs and then failing to make those repairs;
- c. continually and systematically breaching the implied warranty of habitability by failing to make repairs to the Property.

97. The Shivers reasonably relied on the implied and actual representations of Zenwirth and EY Realty.

98. As a result of the misrepresentations and deceptive conduct of Zenwirth and EY Realty, the Shivers suffered ascertainable losses, including rent paid, lost wages, and out of pocket living and transportation living expenses.

99. The UTPCPL provides a private right of action for “[a]ny person who purchases or leases goods or services primarily for personal, family, or household purposes and thereby suffers any ascertainable loss of money or property as a result of the use or employment by any person of a method, act or practice declared unlawful by ... [the UTPCPL].” 73 P.S. § 201-9.2(a).

100. The UTPCPL provides for trebled damages and reasonable attorney’s fees and costs. 73 P.S. § 201-9.2(a).

101. Wherefore, the Shivers demand judgment in their favor against Zenwirth and EY Realty, including an award of three times their damages, reasonable attorney’s fees and costs, and other such relief as the Court deems appropriate.

COUNT III: BREACH OF CONTRACT
(Curtis Shiver and Carolyn Shiver v. Moshe Zenwirth)

102. Mr. and Ms. Shiver incorporate paragraphs 1 through 101 by reference.

103. The Shivers and Zenwirth had a written lease for the property.

104. Implied in each Pennsylvania lease is a warranty of habitability.

105. Zenwirth breached the implied warranty of habitability when he failed to make the necessary repairs to the Property despite knowledge of the defects.

106. Zenwirth's breach caused damage to the Shivers.

107. Wherefore, the Shivers demand judgment in their favor and against Zenwirth, reflecting the difference between the rent paid during the tenancy and the diminution in the Property's rental value during the tenancy, moneys paid by the Shivers to remedy the squalid housing conditions in the Property, foreseeable economic loss as a result of the breach, including lost wages and out of pocket living expenses, and other such relief as the Court deems appropriate.

COUNT IV: UNJUST ENRICHMENT
(Curtis Shiver and Carolyn Shiver v. EY Realty, Inc.)

108. Mr. and Ms. Shiver incorporate paragraphs 1 through 107 by reference.

109. EY Realty received benefits from the Shivers in the form of property management fees retained when the Shivers paid their monthly rent.

110. EY Realty appreciated these benefits.

111. However, EY Realty failed to adequately manage the Property when it failed to make repairs and allowed the Property's conditions to deteriorate.

112. Wherefore, the Shivers demand judgment in their favor and against EY Realty for restitution damages and any other such relief as the Court deems appropriate.

COUNT V: NEGLIGENCE
(Curtis Shiver and Carolyn Shiver v. Moshe Zenwirth and EY Realty)

113. Mr. and Ms. Shiver incorporate paragraphs 1 through 112 by reference.

114. Pennsylvania law allows for tenants to recover items lost due to a landlord's negligence when that landlord fails to respond to the tenants' repair requests. *See Echeverria v. Holley*, 142 A.3d 29, 34 (Pa. Super. Ct. 2016).

115. The Shivers informed Zenwirth and EY Realty of the chronic basement flooding and Zenwirth and EY Realty failed to rectify the issue.

116. As a result, the Shivers lost numerous personal items to water damage, including, but not limited to, clothes, a laptop computer, and a speaker system.

117. Wherefore, the Shivers demand judgment in their favor and against Zenwirth and EY Realty for actual damages and any other such relief as the Court deems appropriate.

**COUNT VI: FAIR CREDIT EXTENSION UNIFORMITY ACT
(Curtis Shiver and Carolyn Shiver v. Moshe Zenwirth)**

118. Mr. and Ms. Shiver incorporate paragraphs 1 through 117 by reference.

119. The moneys demanded by Zenwirth through counsel in both the notice to vacate and the eviction suit constitute debts under the Pennsylvania Fair Credit Extension Uniformity Act (FCEUA), in that they result from a "lease [of] real or personal property for personal, family or household purposes." 73 P.S. § 2270.3.

120. The notice to vacate and eviction complaint, both constitute communications under the FCEUA.

121. Under the FCEUA, Zenwirth, as one to whom a debt is owed, is a creditor.

122. Zenwirth violated the FCEUA by using "false, deceptive [and] misleading representation or means in connection with the collection of [a] debt," 73 P.S. § 2270.4(b)(5), including, but not limited to:

- a. demanding back rent in the notice to vacate and eviction notice that was not owed; and

- b. making multiple false and misleading statements in the eviction complaint regarding rent owed and the habitability of the Property.

123. The Shivers suffered actual damages as a result of the defendants' actions, including, but not limited to, costs incurred moving to a new home and costs incurred defending the eviction suit.

124. Violation of the FCEUA is considered a violation of the UTPCPL, which provides for trebled damages, statutory damages, and reasonable attorney's fees.

125. Wherefore, the Shivers demand judgment in their favor and against the defendants, including an award of three times their damages, reasonable attorney's fees and costs, and other such relief as the Court deems appropriate.

JURY DEMAND

126. Mr. and Ms. Shiver demand a trial by jury on all appropriate issues.

Dated: November __, 2017

George A. Donnelly, Esquire
Atty. ID. No.: 321317
gdonnelly@pubintl.org
Daniel Urevick-Ackelsberg, Esquire
Atty. ID. No.: 307758
dackelsberg@pubintl.org
PUBLIC INTEREST LAW CENTER
1709 Benjamin Franklin Parkway
2nd Floor
Philadelphia, PA 19103
215-627-7100

EXHIBIT A

RESIDENTIAL LEASE

LR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

LANDLORD'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) Huntingdon Valley Realtors PHONE (215) 938-1123
 ADDRESS 111 Buck Rd Suite 600 Huntingdon Valley PA 19006 FAX (215) 613-7385
 LICENSEE(S) Dmytro Goldenberg Designated Agent? ☐ Yes ☐ No
 BROKER IS THE AGENT FOR LANDLORD. OR (if checked below):
 Broker is NOT the Agent for Landlord and is a/an: ☐ AGENT FOR TENANT ☐ TRANSACTION LICENSEE

TENANT'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) Huntingdon Valley Realtors PHONE (215) 938-1123
 ADDRESS 111 Buck Rd Suite 600 Huntingdon Valley PA 19006 FAX _____
 LICENSEE(S) Dmytro Goldenberg Designated Agent? ☐ Yes ☐ No
 BROKER IS THE AGENT FOR TENANT. OR (if checked below):
 Broker is NOT the Agent for Tenant and is a/an: ☒ AGENT FOR LANDLORD ☐ SUBAGENT FOR LANDLORD ☐ TRANSACTION LICENSEE

When the same broker is Agent for Landlord and Agent for Tenant, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Landlord and Tenant. If the same Licensee is designated for Landlord and Tenant, the Licensee is a Dual Agent. Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Lease.

PARTIES

1. This LEASE, dated June 30, 2016 is between
 2. LANDLORD(S) EY REALTY INC F/MOSHE ZENWIRTH called "Landlord," and
 3. TENANT(S) Curtis J. Shiver, Carolyn M. Shiver
 4. called "Tenant," for
 5. the Property located at 1620 French St, Philadelphia, PA 19121-1613
 6. called "Property."

Each Tenant is individually responsible for all obligations of this Lease, including rent, late fees, damages and other costs.

CO-SIGNERS

Co-signers: n/a

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.

LANDLORD CONTACT INFORMATION

Rental Payments:

Payable to: EY REALTY INC
 Address: P. O. BOX 52795
PHILADELPHIA PA 19115
 Phone #: (215) 938-1123
 Fax #: _____

Maintenance Requests:

Contact: Office
 Address: _____
 Phone #: (215) 938-1123
 Fax #: (215) 613-7385

RENTAL TERM

4. START AND END DATES OF LEASE (also called "Term")

(A) Start Date: June 30, 2016, at 12 ☐ a.m. ☐ p.m.
 (B) End Date: June 30, 2017, at 12 ☒ a.m. ☐ p.m.

5. RENEWAL TERM (check one)

☒ This Lease will AUTOMATICALLY RENEW for a term of Month to Month (also called the "Renewal Term") at the End Date of this Lease or at the end of any Renewal Term unless:
 1. Tenant gives Landlord at least 30 days written notice before End Date or before the end of any Renewal Term, OR
 2. Landlord gives Tenant at least 30 days written notice before End Date or before the end of any Renewal Term.
☐ This Lease will TERMINATE on the End Date unless extended in writing.

31 Tenant Initials: CS. CL.

LR Page 1 of 5

Landlord Initials: AM



Pennsylvania Association of REALTORS®

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2007
 03/07

Huntington Valley REALTORS 111 Bucks Road, Ste #600 Huntingdon Valley, PA 19006
 Phone: 267-230-6032 Fax: Dmytro Goldenberg

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48066 www.ziplogix.com

lease @reality

RENT AND DEPOSIT

6. RENT

- (A) Rent is due in advance, without demand, on or before the 1st day of each month. \$ 750.00
- (B) The total Rent due each month is: \$ 9,000.00
- (C) The total amount of Rent due during the Term is: \$ 50.00
- (D) If Rent is more than 5 days late, Tenant pays a Late Charge of: \$ 50.00
- (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.
- (G) Tenant will pay a fee of \$ 50.00 for any payment that is returned by any financial institution for any reason. Any Late Charge will continue to apply until a valid payment is received.
- (H) Landlord will accept the following methods of payment: ☐ Cash ☒ Money Order ☐ Personal Check
☐ Credit Cards ☐ Other: _____

7. PAYMENT SCHEDULE

	Due Date	Paid	Due
(A) Security Deposit, held in escrow by: <u>Landlord</u>		\$ <u>750.00</u>	\$ _____
Held at (financial institution): _____			
(B) First month's rent:		\$ <u>750.00</u>	\$ _____
(C) Other: <u>LAST MONTH</u>		\$ _____	\$ _____
(D) Other: _____		\$ <u>750.00</u>	\$ _____
Total Rent and security deposit received to date: _____		\$ <u>2,250.00</u>	\$ _____
Total amount due: _____			\$ _____

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

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

CARE AND USE OF PROPERTY

9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS

- (A) Tenant will use Property as a residence ONLY.
- (B) Not more than 5 people will live on Property. List all other occupants who are not listed as Tenants in paragraph 1: Manaya Mason, Shahirah Bailey, Shikarah Mason, Shidire Shiver

10. POSSESSION

- (A) Tenant may move in (take possession of the Property) on the Start Date of this Lease.
- (B) If Tenant cannot move in within _____ days after Start 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 rent until Property is available; OR
 2. End the Lease and have all money already paid as rent or security deposit returned, with no further liability on the part of Landlord or Tenant.

11. LANDLORD'S RIGHT TO ENTER

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

12. CONDITION OF PROPERTY AT MOVE IN

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

85 Tenant Initials: CS, CL

LR Page 2 of 5

Landlord Initials: MM

86 13. APPLIANCES INCLUDED

87 ☒ Stove ☐ Refrigerator ☐ Dishwasher ☒ Washer ☒ Dryer ☐ Garbage Disposal ☐ Microwave
 88 ☐ Air Conditioning ☐ Other _____ ☐ Other _____

89 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: _____
 90

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

Landlord pays	Tenant pays	Landlord pays	Tenant pays
<input type="checkbox"/>	<input checked="" type="checkbox"/> Cooking Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/> Air Conditioning
<input type="checkbox"/>	<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/> Cable Television
<input type="checkbox"/>	<input checked="" type="checkbox"/> Heat	<input type="checkbox"/>	<input type="checkbox"/> Condominium Fee
<input type="checkbox"/>	<input checked="" type="checkbox"/> Hot Water	<input type="checkbox"/>	<input type="checkbox"/> Parking Fee
<input type="checkbox"/>	<input checked="" type="checkbox"/> Cold Water	<input type="checkbox"/>	<input checked="" type="checkbox"/> Maintenance of Common Areas
<input type="checkbox"/>	<input checked="" type="checkbox"/> Trash Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/> Pest/Rodent Control
<input type="checkbox"/>	<input checked="" type="checkbox"/> Sewage Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/> Snow/Ice Removal
<input checked="" type="checkbox"/>	<input type="checkbox"/> Sewer Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/> Telephone Service
<input type="checkbox"/>	<input checked="" type="checkbox"/> Lawn and Shrubbery Care	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/> Heater Maintenance Contract	<input type="checkbox"/>	

106 Comments: _____
 107

108 15. TENANT'S CARE OF PROPERTY

- 109 (A) Tenant will:
- 110 1. Keep the Property clean and safe.
 - 111 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
 - 112 3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the
 - 113 Property, including any elevators.
 - 114 4. Tell Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
 - 115 5. Obey all laws.
- 116 (B) Tenant will not:
- 117 1. Keep any flammable, hazardous and/or explosive materials on the Property.
 - 118 2. Destroy, damage or deface any part of the Property or common areas.
 - 119 3. Disturb the peace and quiet of other tenants or neighbors.
 - 120 4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant
 - 121 agrees that any changes or improvements made will belong to the Landlord.
 - 122 5. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
- 123 (C) Tenant is solely responsible to pay the costs for repairing any damage that is the fault of Tenant or Tenant's family or
- 124 guests.

125 16. SUBLEASING AND TRANSFER

- 126 (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
- 127 (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without
- 128 Landlord's written permission.

129 17. PETS

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

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

132 18. RULES AND REGULATIONS

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

138 19. SMOKE DETECTORS AND FIRE PROTECTION SYSTEMS

- 139 (A) Landlord has installed smoke detectors in the Property. Tenant will maintain and regularly test smoke detectors to be sure
- 140 they are in working order, and will replace smoke detector batteries as needed.
- 141 (B) Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors.
- 142 (C) Failure to properly maintain smoke detectors, replace smoke detector batteries or notify Landlord or Landlord's agent of any
- 143 broken or malfunctioning smoke detectors is a breach of this Lease.
- 144 (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these sys-
- 145 tems is stated in the Rules and Regulations, if any.
- 146 (E) Tenant will pay for damage to the Property if Tenant fails to maintain smoke detectors or other fire protection systems.

147 Tenant Initials: AS.C.L.

LR Page 3 of 5

Landlord Initials: MM

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

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

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

(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:

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

(C) Tenant initial all that are true:

5/25 Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

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

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

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

21. DESTRUCTION OF PROPERTY

(A) Tenant will notify Landlord or Landlord's agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord or Landlord's agent of any condition in the Property that could severely damage or destroy the Property.

(B) If the Property is severely damaged or destroyed for any reason:

1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired, OR

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

(C) If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.

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

22. INSURANCE AND RELEASE

(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 CHECKED, Tenant must have insurance policies providing at least \$ 50,000.00 property insurance and \$ 500,000.00 liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request.

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

ENDING LEASE

23. 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 or Landlord's agent to attend court hearings.

2. Filing a lawsuit against Tenant for rents, damages and unpaid charges, and for rents and charges for the rest of the Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks.

3. Keeping Tenant's Security Deposit to be applied against unpaid rent or damages, or both.

(B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice.

TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT NOTICE PERIOD IS STATED HERE:

24. TENANT ENDING LEASE EARLY

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

(A) Tenant gives Landlord at least 30 days written notice, AND

(B) Tenant pays Landlord a Termination Fee of \$750.00, AND

(C) Tenant continues to pay all rent until the End Date of the Lease, or any Renewal Term, or until a new tenant is approved by Landlord and a new lease takes effect, whichever happens first.

25. ABANDONMENT

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

Tenant Initials: 5/25

LR Page 4 of 5

Landlord Initials: nn

210 (B) Any of Tenant's personal property or possessions remaining on the Property after Tenant moves out will be considered to
211 be abandoned property. Landlord will have the right to remove and dispose of any abandoned property in any manner det-
212 ermined by Landlord. Tenant will pay for the cost of removal and disposal of abandoned property.

213 **26. SALE OF PROPERTY**

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

221 **27. IF GOVERNMENT TAKES PROPERTY**

- 222 (A) The government or other public authority can take private property for public use. The taking is called condemnation.
223 (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property
224 is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused
225 Security Deposit or advanced rent.
226 (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

ADDITIONAL TERMS

227 **28. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER** Landlord may have a mortgage on the Property. The
228 rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the
229 mortgage lender could take the Property and end this Lease.)

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

232 **29. CAPTIONS** The headings in this Lease are meant only to make it easier to find the paragraphs.
233 **30. ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements
234 made before are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease
235 during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant.

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

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

239 By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory infor-
240 mation set forth in this Lease.

241 WITNESS _____ TENANT Curtis J. Shiver DATE 06/30/2016
242 WITNESS _____ TENANT Carolyn M. Shiver DATE 06/30/2016
243 WITNESS _____ TENANT _____ DATE _____
244 WITNESS _____ CO-SIGNER _____ DATE _____
245 WITNESS _____ CO-SIGNER _____ DATE _____
246 WITNESS _____ CO-SIGNER _____ DATE _____
247 WITNESS _____ LANDLORD EY REALTY INC F/MOSHE ZENWIRTH DATE 06/30/2016
248 WITNESS _____ LANDLORD _____ DATE _____

249 **Brokers'/Licensees' Certifications** By signing here, Brokers and Licensees involved in this transaction certify that: (1) The information
250 given is true to the best of their knowledge; AND (2) They have told Landlord of Landlord's responsibilities under the Residential Lead-
251 Based Paint Hazard Reduction Act (42 U.S.C. §4852d), described in the Lead Hazard Disclosure Requirements (see Lead-Based Paint
252 Hazards Notice). Brokers and Licensees must make sure that Landlord gives Tenant the information required by the Act.

253 **BROKER FOR LANDLORD (Company Name)** Huntingdon Valley Realtors DATE _____
254 **ACCEPTED BY** _____

255 **BROKER FOR TENANT (Company Name)** Huntingdon Valley Realtors DATE _____
256 **ACCEPTED BY** Dmytro Goldenberg

257 **IF LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

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

260 WITNESS _____ LANDLORD _____ DATE _____

261 WITNESS _____ LANDLORD _____ DATE _____

NOTICES AND INFORMATION

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.

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 to involve the courts. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS® or to another mediator. Landlord and Tenant can agree to mediation as 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 at www.pameganslaw.state.pa.us.

ADDENDUM to lease

Addendum to contract dated June 30, 2016 between:
EY REALTY INC F/MOSHE ZENWIRTH (Sellers) and
Curtis J. Shiver, Carolyn M. Shiver (Buyers) on property located
at 1620 French St, Philadelphia, PA 19121-1613

1. All security deposits will be held by Landlord. EY Realty is not liable for security deposit.
2. Utilities (Electric and Gas) must be in tenant name 3 days from date lease is signed.
3. Tenant is responsible for paying the water bill. This includes usage charge, service charge, and storm water charge.
4. Water Bill will remain in THE OWNER NAME - As tenant you responsible to pay the bill.
5. If Key is LOST OR MISPLACED OR YOU LOCKED YOURSELF OUT and MANAGEMENT have to come let you in and have to REPLACE KEY there will be a \$50 Charge.
6. If you need a replacement lease there will be a \$25 charge.
7. If landlord/owner have to file EVICTION you will be responsible for all court fees.
8. If landlord/owner receive citation from City of Philadelphia due to trash being set out to early, etc. you will be responsible to pay the citation.
9. NO Dogs are allowed in property not as a pet or pet sitting (if a dog is found in the property you would be in breach of lease). Only pets are allowed in the property are CATS.
10. At time of lease signing Smoke Detector & Carbon Monoxide Detector was in property
Tenant Signature X Carolyn Shiver
Once I choose to vacate the property if Smoke Detector and Carbon Monoxide Detector is missing or damage there will be a charge for the item with drawn from security deposit.

Smoke Detector \$75
Carbon Monoxide Detector \$100
11. Will there be children under the age of 6 yrs of age living in the property? Y N
Tenant Signature X Carolyn Shiver
12. Tenant is responsible for EXTERMINATION. Property have been exterminated prior to rental.
13. Tenant will be charge a service fee if workman come to property to do work and can not gain access into property, tenant will be charged \$75 initial
14. Refrigerator in apartment was there from previous tenant management is not responsible for any repairs if refrigerator stops working.

Initials: mn

Initials: _____

EXHIBIT B



CITY OF PHILADELPHIA

DEPARTMENT OF PUBLIC HEALTH**Public Health Services**

2100 W. Girard Ave. Bldg. #3
Philadelphia, PA 19130

Lead and Healthy Homes Program

Telephone (215) 685-2788

Fax (215) 685-2978

October 19, 2017

George Donnelly
Langer, Grogan & Diver Social Justice Fellow
Public Interest Law Center
1709 Benjamin Franklin Parkway
Philadelphia, PA 19103

Re: Lead Certification for
1620 French Street, Philadelphia, PA

Dear Mr. Donnelly:

I have received your request for information relating to lead certification at the above-referenced properties.

Please be advised that I am the Program Administrator for the City of Philadelphia, Department of Public Health Environmental Services, Lead and Healthy Homes Program located at 2100 Girard Avenue, PNH Building #3, Philadelphia, PA 19130. In that capacity, I also serve as the Custodian of Records for the Lead Free and Lead Safe Certificates maintained by the City of Philadelphia.

After conducting a diligent search on October 11th of 2017 of the Lead Free and Lead Safe certificates maintained by the City of Philadelphia Department of Public Health Environmental Health Services Lead and Healthy Homes Program, I was unable to locate a Lead Free or Lead Safe Certificate on file for the property located at 1620 French Street, Philadelphia, PA.

Sincerely,

A handwritten signature in cursive script that reads "Paulette Smith".

Paulette Smith

Program Administrator and
Custodian of Records
Lead and Healthy Homes Program

EXHIBIT C



CITY OF PHILADELPHIA
DEPARTMENT OF
LICENSES AND
INSPECTIONS

Operations Division, North District
4000 N. American Street
Philadelphia, PA 19140
Office: 215-685-3054
Email : OperationsNorth@phila.gov

INITIAL NOTICE OF VIOLATION AND ORDER

ZENWIRTH MOSHE
1613 52ND ST
BROOKLYN NY 11204

L&I Case Number: 576455

Date of Notice: 03/27/2017

Property In Violation: 1620 FRENCH ST

Dear Sir/Madam,

On 03/22/2017 the Department of License and Inspections conducted an inspection/investigation of the above property and found it in violation of the Philadelphia Code. The results of the inspection are included in the violation section below. A re-inspection will be conducted on or about 04/26/2017 to determine compliance with this order.

If you have any questions regarding this notice please contact Inspector Denita Smith (Denita.Smith@phila.gov) or the District Office noted above.

YOU ARE ORDERED TO CORRECT THE FOLLOWING VIOLATIONS PRIOR TO THE NEXT REINSPECTION DATE INCLUDED ON THIS NOTICE

VIOLATIONS:

There is an accumulation of combustible waste material that creates a fire hazard at this location.

Combustible waste material creating a fire hazard must not be allowed to accumulate in buildings or structures or upon premises.

You must eliminate any accumulation of rubbish, waste, paper, boxes, shavings or other combustible materials, or excessive storage of any combustible material as specified below. (See F-304.1)

Location: PROPERTY-BASEMENT

INOPERABLE HOTWATER TANK THAT IS IN THE BASEMENT MUST BE REMOVED.

Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures; extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. (See F-605.5)



CITY OF PHILADELPHIA
DEPARTMENT OF
LICENSES AND
INSPECTIONS

Operations Division, North District
4000 N. American Street
Philadelphia, PA 19140
Office: 215-685-3054
Email : OperationsNorth@phila.gov

INITIAL NOTICE OF VIOLATION AND ORDER

L&I Case Number: 576455

Location: PROPERTY-KITCHEN, LIVING ROOM AND REAR BEDROOM
ALL EXTENSION CORD AND INDUSTRIAL EXTENSION CORDS MUST BE REMOVED.

The subject premises lacks an operable approved smoke alarm(s) required by the Fire Code. Except as otherwise provided by the Fire Code, existing residential buildings and structures or residential parts thereof must be equipped with smoke alarms. You must have the required smoke alarm(s) properly installed.
(See F-907.3.2)

Location: PROPERTY-1ST FLOOR AND BASEMENT
MUST INSTALL SMOKE DETECTOR ARE MISSING FROM THESE FLOORS AND MUST BE INSTALLED.

Location: PROPERTY-1620 FRENCH ST
RAW SEWAGE IN KITCHEN SINK AND LAUNDRY DRAIN.

DOORS SHALL BE EQUIPPED WITH A DEADBOLT LOCK DESIGNED TO BE READILY OPENABLE FROM THE SIDE FROM WHICH EGRESS IS TO BE MADE WITHOUT THE NEED FOR KEYS, SPECIAL KNOWLEDGE OR EFFORT AND SHALL HAVE A LOCK THROW OF NOT LESS THAN 1 INCH (25 MM). PM-304.18.1

Location: PROPERTY-FRONT STORM DOOR
DOUBLE KEY LOCK MUST BE REMOVED FROM THE FRONT MAIN DOOR

ALL INTERIOR SURFACES, INCLUDING WINDOWS AND DOORS, SHALL BE MAINTAINED IN GOOD, CLEAN AND SANITARY CONDITION. PEELING, CHIPPING, FLAKING OR ABRADED PAINT SHALL BE REPAIRED, REMOVED OR COVERED. CRACKED OR LOOSE PLASTER, DECAYED WOOD AND OTHER DEFECTIVE SURFACE CONDITIONS SHALL BE CORRECTED PM-305.3

Location: PROPERTY-REAR BEDROOM AND KITCHEN (NEAR REAR DOOR)
BASEBOARDS NEED TO BE REPLACED OR SEALED TO PREVENT RODENT ENTRY AND RED DIRT FROM THE EXTERIOR BRICKS FROM ENTERING THE PROPERTY

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair PM-305.4

Location: PROPERTY-BOTTOM STEP IS MISSING AND BOTTOM 2 NEED TO BE REPAIRED
MUST INSTALL SMOKE DETECTOR ARE MISSING FROM THESE FLOORS AND MUST BE INSTALLED.



CITY OF PHILADELPHIA
DEPARTMENT OF
LICENSES AND
INSPECTIONS

Operations Division, North District
4000 N. American Street
Philadelphia, PA 19140
Office: 215-685-3054
Email : OperationsNorth@phila.gov

INITIAL NOTICE OF VIOLATION AND ORDER

L&I Case Number: 576455

EVERY EXTERIOR AND INTERIOR FLIGHT OF STAIRS HAVING MORE THAN FOUR RISERS SHALL HAVE A HANDRAIL ON ONE SIDE OF THE STAIR AND EVERY OPEN PORTION OF A STAIR, LANDING, BALCONY, PORCH, DECK, RAMP OR OTHER WALKING SURFACE WHICH IS MORE THAN 30 INCHES (762 MM) ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS. HANDRAILS SHALL NOT BE LESS THAN 30 INCHES (762 MM) HIGH OR MORE THAN 42 INCHES (1067 MM) HIGH MEASURED VERTICALLY ABOVE THE NOSING OF THE TREAD OR ABOVE THE FINISHED FLOOR OF THE LANDING OR WALKING SURFACES. GUARDS SHALL NOT BE LESS THAN 30 INCHES (762 MM) HIGH ABOVE THE FLOOR OF THE LANDING, BALCONY, PORCH, DECK, OR RAMP OR OTHER WALKING SURFACE.
PM-307

Location: PROPERTY-BASEMENT STAIRS
BASEMENT RAIL IS MISSING. ONE NEEDS TO BE INSTALLED.

ALL PLUMBING FIXTURES SHALL BE PROPERLY INSTALLED AND MAINTAINED IN WORKING ORDER, AND SHALL BE KEPT FREE FROM OBSTRUCTIONS, LEAKS AND DEFECTS AND BE CAPABLE OF PERFORMING THE FUNCTION FOR WHICH SUCH PLUMBING FIXTURES ARE DESIGNED. ALL PLUMBING FIXTURES SHALL BE MAINTAINED IN A SAFE, SANITARY AND FUNCTIONAL CONDITION
PM-504.1

Location: PROPERTY-MAIN DRAIN IN THE REAR, KITCHEN SINK, LAUNDRY DRAINS
KITCHEN SINK AND LAUNDRY DRAIN HAS RAW SEWAGE IN IT. MAIN DRAIN IN THE REAR MUST BE REPAIRED. BY A LICENSED PLUMBER AND A RECEIPT MUST BE PROVIDED.

THE PLUMBING SYSTEM IN THIS STRUCTURE CONSTITUTES A HAZARD TO THE OCCUPANTS DUE TO ONE OR MORE OF THE FOLLOWING: INADEQUATE SERVICE, INADEQUATE VENTING, CROSS CONNECTION, BACK SIPHONAGE, IMPROPER INSTALLATION, DETERIORATION OR DAMAGE OR FOR SIMILAR REASONS, AND MUST BE CORRECTED TO ELIMINATE THE HAZARD PM-504.3

Location: PROPERTY-RAW SEWAGE IN KITCHEN SINK AND LAUNDRY DRAIN
KITCHEN SINK AND LAUNDRY DRAIN HAS RAW SEWAGE IN IT. MAIN DRAIN IN THE REAR MUST BE REPAIRED. BY A LICENSED PLUMBER AND A RECEIPT MUST BE PROVIDED.

ALL PLUMBING FIXTURES SHALL BE PROPERLY CONNECTED TO EITHER A PUBLIC SEWER SYSTEM OR TO AN APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM PM-506.1

Location: PROPERTY-RAW SEWAGE IN KITCHEN SINK AND LAUNDRY DRAIN
KITCHEN SINK AND LAUNDRY DRAIN HAS RAW SEWAGE IN IT. MAIN DRAIN IN THE REAR MUST BE REPAIRED. BY A LICENSED PLUMBER AND A RECEIPT MUST BE PROVIDED.

EVERY PLUMBING STACK, VENT, WASTE AND SEWER LINE SHALL FUNCTION PROPERLY AND BE KEPT FREE FROM OBSTRUCTIONS, LEAKS AND DEFECTS PM-506.2

Location: PROPERTY-RAW SEWAGE IN KITCHEN SINK AND LAUNDRY DRAIN
KITCHEN SINK AND LAUNDRY DRAIN HAS RAW SEWAGE IN IT. MAIN DRAIN IN THE REAR MUST BE



CITY OF PHILADELPHIA
DEPARTMENT OF
LICENSES AND
INSPECTIONS

Operations Division, North District
4000 N. American Street
Philadelphia, PA 19140
Office: 215-685-3054
Email : OperationsNorth@phila.gov

INITIAL NOTICE OF VIOLATION AND ORDER

L&I Case Number: 576455

REPAIRED. BY A LICENSED PLUMBER AND A RECEIPT MUST BE PROVIDED.

RIGHT TO APPEAL

You have the right to appeal these violations within thirty (30) days of the Date of this Notice or five (5) days for Unsafe or Imminently Dangerous violations. Appeals must be submitted in writing on approved forms to the Boards Administration Unit 11th floor Municipal Services Building 1401 John F Kennedy Blvd Philadelphia PA 19102. The appeal form can be downloaded from the L&I website at www.phila.gov/li. If you have any questions call (215) 686-2427.

PLEASE NOTE: TO APPEAL FIRE CODE VIOLATIONS ONLY, designated by an "F" prefix, you will need to file a FIRE CODE VIOLATION APPEAL with the Board of Safety and Fire Prevention.

The appeal form and directions can be downloaded from the Fire Department website by going to www.phila.gov/fire and clicking on FORMS.

PENALTIES AND FEES

Fines shall be imposed from the date of this notice and shall be assessed in the amount of \$150 to \$2000 per violation each and every day the violation remains uncorrected.

Your failure to correct the violations may result in the revocation or suspension of certain licenses and permits. Your failure to correct the violations may also result in the City filing a legal action against you to obtain compliance, an injunction, and the imposition of fees and fines.

Failure to comply with the terms of this Notice will result in an automatic assessment of reinspection fees in accordance with Chapter 9 of the Philadelphia Code. \$75 will be imposed on the second failed reinspection doubling with each subsequent failure up to a \$300 fee per reinspection.

EXHIBIT D



CASE NUMBER: 576455

CD ENFORCE

[phila.gov](#) / [L&I Property History Search](#) / [L&I Property History Results](#) / 1620+french+st



OWNER
ZENWIRTH MOSHE

MAILING ADDRESS
1620 FRENCH ST
19121 - 1613

CASE DETAILS

Case Number

576455

Status

OPEN

Case Group

HCEU

Resolution Date

-

Date Added

Fri Mar 24 2017

Priority

NON HAZARDOUS (NH)

Date Updated

Wed Jul 12 2017

Violation Number: PM15-506.2

Violation Number: PM15-506.1

Violation Number: PM15-504.3

Violation Number: PM15-504.1

Violation Number: PM15-307

Violation Number: PM15-305.4

Violation Number: PM15-305.3

Violation Number: PM15-304.181

Violation Number: PM15-109.1

Code

PM15-109.1

Date

Wed Mar 22 2017

Type

UNFIT STRUCTURE

Status

Violation Number: FC-907.3/20

Violation Number: FC-605.5/1

Violation Number: FC-304.1/1

Philly311

311 (<http://www.phila.gov/311>) provides direct access to City government information, services, and real-time service updates. Multiple languages are available. Call 311 or tweet @philly311 (<https://twitter.com/philly311>) for a quick response.

Interact with 311 online

**REPORT A PROBLEM**

([HTTP://IFRAME.PUBLICSTUFF.COM/#?](http://iframe.publicstuff.com/#?CLIENT_ID=242)

**ASK A QUESTION**

([HTTP://WWW.PHILA.GOV/311/FINDANANSWER/PAGES/DEFAULT.ASPX](http://www.phila.gov/311/FINDANANSWER/PAGES/DEFAULT.ASPX))

**TRACK A REQUEST**

([HTTPS://CITYOFPHILADELPHIA.GITHUB.IO/SERVICE-REQUEST-TRACKER/](https://cityofphiladelphia.github.io/service-request-tracker/))

Trending requests

Apply for a Homestead Exemption

(<http://www.phila.gov/OPA/AbatementsExemptions/Pages/Homestead.aspx>)

Correctional facilities (<http://www.phila.gov/prisons/Facilities/Pages/default.aspx>)

Pay a parking violation (https://prodpci.etimspayments.com/pbw/include/philadelphia_parking/input.jsp)

Pay a water bill (<https://secure.phila.gov/WRB/WaterBill/Account/GetAccount.aspx>)

Pay a Real Estate Tax bill (<https://ework.phila.gov/revenue/>)

Search for property information (<http://property.phila.gov/>)

Trash and recycling schedule (<http://www.philadelphiastreet.com/sanitation/residential/collection-schedules>)

Turn water service on or off (<https://beta.phila.gov/services/become-a-water-customer/property-owners/>)

Take action in your community

SERVE Philadelphia (<http://serve.phila.gov/>)

Greenworks on the Ground initiative
(<https://beta.phila.gov/departments/office-of-sustainability/greenworks/greenworks-on-the-ground/>)

Citizens Planning Institute
(<http://citizensplanninginstitute.org/>)

Neighborhood Liaison program
(<http://www.phila.gov/311/aboutus/Pages/NeighborhoodLiaison.aspx>)

Know your City government

Mayor's Office
(<https://beta.phila.gov/departments/mayor/>)

City Council (<http://philcouncil.com/>)

City government directory
(<https://beta.phila.gov/departments/>)

City budget (<http://www.phila.gov/openbudget/>)

Philadelphia Code & Charter
(http://www.amlegal.com/codes/client/philadelphia_pa/)

Connect with City government



(<https://www.facebook.com/PhiladelphiaCityGov>)



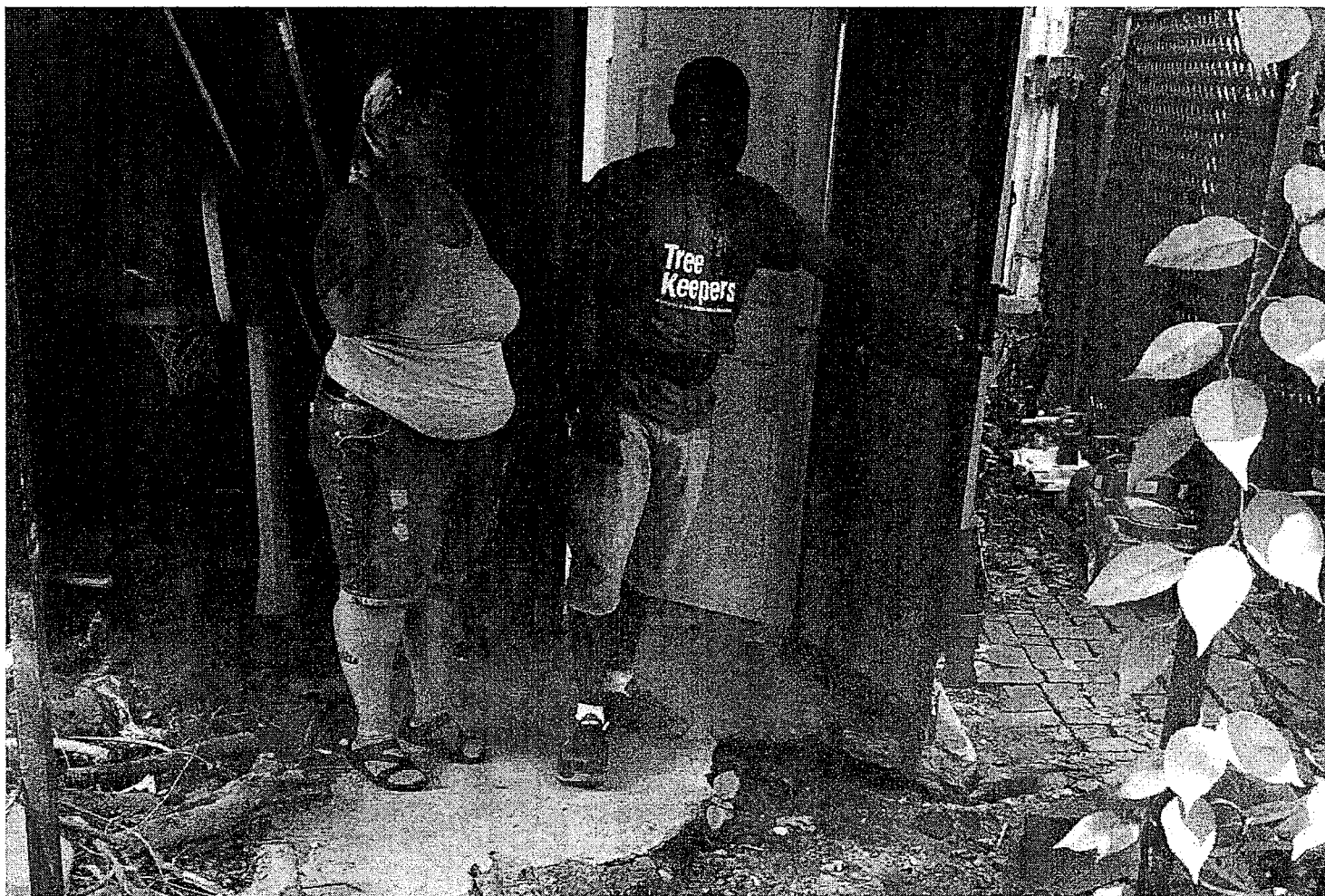
(<https://twitter.com/PhiladelphiaGov>)

EXHIBIT E

News (<http://www.philly.com/news>) — **Politics** (<http://www.philly.com/philly/news/politics>)

Hundreds of properties in Philadelphia are 'unfit for human habitation'

Updated: JULY 8, 2017 — 9:59 PM EDT



(<http://www.philly.com/philly/news/politics/hundreds-of-properties-in-philadelphia-are-unfit-for-human-habitation-20170709.html?viewGallery=y>) (http://philly.reprintmint.com/006-default.html?src=http%3A%2F%2Fmedia.philly.com%2Fimages%2F250*250%2Fdixon-56086-f-wp-content-uploads-2017-07-713829_75228a0f205148c-e1499371438883-1200x799.jpg&verification=http%3A%2F%2Fmedia.philly.com%2Fimages%2Fdixon-56086-f-wp-content-uploads-2017-07-713829_75228a0f205148c-e1499371438883-1200x799.jpg&source=006&title=selunfit&caption=Curtis and Carolyn Shiver in the backyard of their home. It was dug up by contractors in order to fix a damaged sewage pipe.)

<http://www.philly.com/philly/news/politics/hundreds-of-properties-in-philadelphia-are-unfit-for-human-habitation-20170709.html?viewGallery=y>

<http://www.philly.com/philly/news/politics/hundreds-of-properties-in-philadelphia-are-unfit-for-human-habitation-20170709.html?viewGallery=y>

Curtis and Carolyn Shiver in the backyard of their home. It was dug up by contractors in order to fix a damaged sewage pipe.)

CLAUDIA VARGAS / STAFF

Curtis and Carolyn Shiver in the backyard of their home. It was dug up by contractors in order to fix a damaged sewage pipe.

by **Claudia Vargas**, Staff Writer [@lnqCVargas](https://twitter.com/lnqCVargas) (<http://twitter.com/lnqCVargas>) |

cvargas@phillynews.com (<mailto:cvargas@phillynews.com>)

Shortly after moving into their North Philadelphia home last summer, the Shiver family had a leaking sink and a shower that no longer worked. The electricity largely soon gave out, too.

Curtis Shiver, his wife, and their four children could deal with most of that, or could wait the few weeks it took for their landlord to resolve the problem. What they were not ready for was the sewage backup in late February.

“We had literally poop everywhere. Poop, tissue, pee everywhere throughout the whole house,” Carolyn Shiver said.

The city’s Department of Licenses and Inspections found 10 violations inside the house, including raw sewage in the kitchen. The house was labeled as unfit for human habitation.

That designation is one that L&I gives to more than 300 homes each year for not having proper plumbing, running water or electricity, heat in the winter, or other basic necessities. Although some of those homes are owner-occupied or city-owned housing, many are private rentals — yet don’t have rental licenses. An Inquirer and Daily News review of 507 properties deemed “unfit for human habitation” between January 2016 and the end of May of this year showed 180 had rental licenses and 34 more had vacant-property licenses. The rest had no licenses.

According to Philadelphia code, a landlord without a rental license has no right to collect rent.

In cases where a property owner does have a rental license but L&I deems the house or apartment unfit for human habitation, the landlord cannot collect rent. Landlords, however, don’t always follow that rule.

Shiver said that following the sewage backup, the rental-management company that oversees his home on the 1600 block of French Street told him not to worry about the \$750 monthly rent payment for March. The Shivers didn’t live at the house during most of March anyway. Shiver said his rental insurance paid for various hotels (one in Center City, one in the Northeast, and one in Cherry Hill) for his family to stay while they waited for their landlord, Brooklyn, N.Y.-based Moshe Zenwirth, to fix the plumbing problem.

A month later, the Shivers returned to flushable toilets but a myriad of other issues — a backyard with broken and uneven concrete slabs where contractors dug to fix the problem pipe and a hole into the basement that allows water to gush through whenever it rains.



Curtis and Carolyn Shiver point to where contractors had to dig to fix sewer pipe that caused a sewage backup in their home.

Nevertheless, Curtis Shiver, who is paid \$13 an hour as a tree-keeper for the Department of Parks and Recreation, paid rent in April, May and June. As of Friday, the property was still labeled as unfit by L&I. Shiver says he wants a refund.

Zenwirth did not respond to calls for comment. Calls to the management company Shiver says is in charge also went unreturned.

Rasheeda Phillips, managing attorney of the Community Legal Services housing unit, said that sometimes landlords will simply evict tenants because they complained to L&I or withheld rent until the owner fixed the issues.

Yazmin Vasquez had to fight her landlord in court last year after he evicted and sued her for lack of payment. Vasquez's apartment in the city's Logan section was deemed unfit for human habitation because of various issues, including lack of heat in the winter, and rodent and cockroach infestation. Her house smelled like sewage, too, she said.

"But I had nowhere else to go," said Vasquez, who is on a fixed disability income.

She said she tried reasoning with her landlord to get him to fix the apartment, turn on the heat, or at least lower her rent.

"I complained over and over about my sewage problems and my heating problems, and it was always, 'It's too costly,'" she said.

Vazquez said she learned from the Tenant Union Representative Network (TURN) that she could put rent money into escrow and ask the landlord to fix the problems. She did so in a written notice to her landlord in March 2016.

"He comes back three days later with an eviction notice, telling me to go," she said. He then sued Vazquez for lack of payment.

Vasquez connected with Dan Ackelsberg-Urevick, an attorney at the Public Interest Law Center, who represented her in court. She won her case and is now living elsewhere.

Sometimes, it's L&I that, by doing its job and issuing a cease-operations order on a hazardous property, is "effectively evicting" residents, Phillips said.

Just last week, L&I had to shut down a property on the 900 block of Duncannon Avenue in Logan due to severe uninhabitable conditions.

Based on a complaint from the son of a man who lived at the property, L&I obtained a court order to go inside the single-family home that was housing at least five tenants, and it was full of filth. An L&I inspector had to wear a hazmat suit to go inside because of a severe bedbug infestation, said Ralph DiPietro, deputy commissioner.

The residents were ordered to leave the house because it was labeled hazardous and unfit for human habitation.

The property had previously been labeled unfit for human habitation in 2006 and the owner, Janice Hammond, was cited with numerous violations. It was again cited in 2014 for structural issues, including the roof and supporting walls, but L&I's public portal shows the violations as unresolved. L&I's internal system should have flagged Hammond's rental license renewal application when it came up. It didn't.

"The property owner should not have been able to get a rental license with outstanding violations," said Karen Guss, spokeswoman for L&I. She said the system that manages 80,000 rental license is not perfect, and some things fall through the cracks.

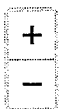
"For the most part, we've been reassured that there's not some huge systemic problem where licenses are being given out willy-nilly, but there's definitely mistakes," she said. L&I is investigating the other six properties Hammond owns (all but two have active rental licenses).

Unfit for Human Habitation

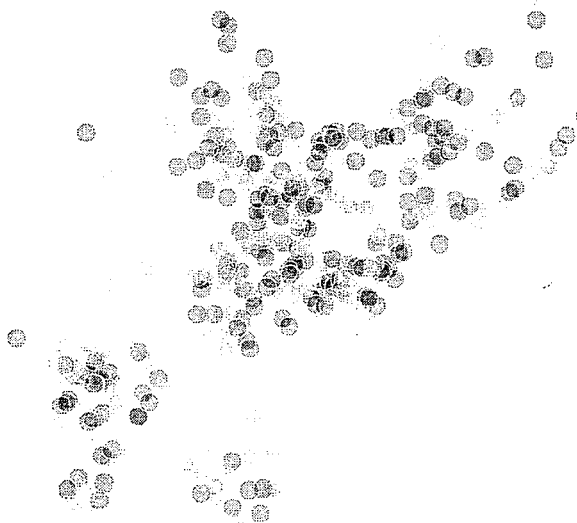
The following map shows properties that were deemed to be unfit for human habitation by the Department of Licenses and Inspections between Jan. 1, 2016 and May 31, 2017.

Rental license

Non-rental license



Select a dot for more information
about licenses and violations



Leaflet | © OpenStreetMap, ©CARTO

Source: City of Philadelphia and Michele Tranquilli / staff

Credit: Garland Potts / staff

Staff writer Michele Tranquilli contributed to this article.

MORE COVERAGE

Map: Philly properties deemed 'unfit for habitation'

(<http://media.philly.com/storage/inquirer/iframe/properties-map2.html>)

Published: July 8, 2017 — 3:01 AM EDT | **Updated:** July 8, 2017 — 9:59 PM EDT

© Copyright (<http://www.philly.com/philly/about/copyright/>) 2017 Philadelphia Media Network (Digital), LLC [Terms of Use & Privacy Policy](#)
(http://www.philly.com/philly/about/terms_of_use/)

EXHIBIT F

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

August 31, 2017

Curtis Shiver & Carolyn M. Shiver
1620 French Street
Philadelphia, PA 19121

RE: 1620 French St

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

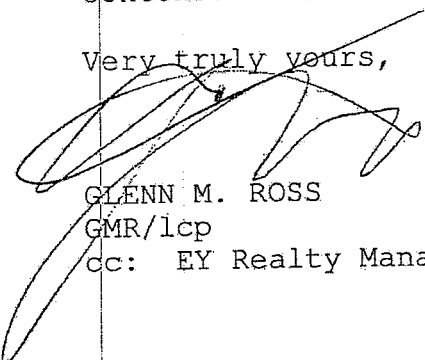
Your right to possession under the lease has been terminated for your failure to pay rental. There is a balance due of \$2,100.00 which includes unpaid rent, late fees and legal fees. Pursuant to the above, you must vacate the premises and deliver possession to the owner ten (10) days from the date of 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: EY Realty Management

August 31, 2017
Page 2.

STATEMENT OF AMOUNTS DUE

Unpaid prior rent balance	\$ 800.00
August rent	750.00
August late fee	50.00
Legal fees	500.00
<u>TOTAL BALANCE DUE:</u>	<u>\$ 2,100.00</u>

August 31, 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 G



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: 09/11/2017

LT-17-09-11-4118

MOSHE ZENWIRTH 1613 52ND STREET BROOKLYN, NY 11204	CURTIS J. SHIVER, AKA/DBA: AND ALL OCCS 1620 FRENCH STREET PHILADELPHIA, PA 19121 CAROLYN M. SHIVER, AKA/DBA: AND ALL OCCS 1620 FRENCH STREET PHILADELPHIA, PA 19121
<i>Plaintiff(s)</i>	<i>Defendant(s)</i>

- I. Plaintiff states that he/she/it owns the real property located at the following address: 1620 FRENCH STREET, PHILADELPHIA, PA 19121. 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 06/30/2016 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 09/10/2017 was given to the defendant on 08/31/2017. 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	\$1,500.00
JUL 2017	RENT	\$750.00	LATE FEE \$50.00	Late Fees	\$100.00
AUG 2017	RENT	\$750.00	LATE FEE \$50.00	Gas	\$0.00
				Electric	\$0.00
				Water / Sewer	\$0.00
				Attorney's Fees	\$500.00
				Other	\$20.00
				SERVICE FEE	\$20.00
				Subtotal	\$2,120.00
				Court Costs	\$95.50
				Total	\$2,215.50

ONGOING RENT IN THE AMOUNT OF \$750.00 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

Filing Party: GLENN M ROSS 566 SOUTH BETHLEHEM PIKE, FORT WASHINGTON, PA 19034		Phone Number: 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.	SUMMONS TO THE DEFENDANT: You are hereby ordered to appear at a hearing scheduled as follows:	CITATION: Al demandado por la presente, usted esta dirigido a presentarse a la siguiente:
GLENN M ROSS _____ Signature Plaintiff/Attorney	LOCATION (SITO): 1339 Chestnut Street 6th Floor Philadelphia, PA 19107 Hearing Room: 3	DATE (FECHA): October 10th, 2017 TIME (HORA): 12:45 PM
NOTICE TO THE DEFENDANT: YOU HAVE BEEN SUED IN COURT. PLEASE SEE ATTACHED NOTICE.		NOTA IMPORTANTE PARA EL ACUSADO: USTED HA SIDO DEMANDO EN CORTE: POR FAVOR MIRA PAPELE ESCRITA.