

PUBLIC INTEREST LAW CENTER

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CORRINE MORRIS
1245 N. Frazier Street
Philadelphia, PA 19131

and

CHARLES HAGOOD
6419 N. 10th Street
Philadelphia, PA 19126

Plaintiffs,

v.

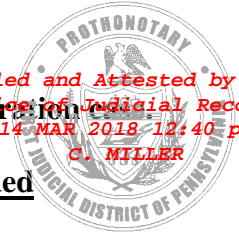
HOME 4 RENT INC.
3396 Bedford Avenue
Brooklyn, NY 11210

Defendant.

This is not an arbitration.

Jury Trial Demanded

Filed and Attested by the
Office of Judicial Records
14 MAR 2018 12:40 pm
C. MILLER



COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
CIVIL DIVISION
MARCH TERM, 2018
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
T TY (215) 451-6197

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.

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COMPLAINT—CIVIL ACTION
INTRODUCTORY STATEMENT

1. Throughout low-income neighborhoods in Philadelphia, many landlords fail to properly maintain their properties and instead force families to live in squalid, unsafe housing conditions.

2. These hazardous conditions often include a lack of basic housing systems, such as heat in the winter, flushable toilets, or running water.

3. Landlords allow these conditions to persist in violation of Pennsylvania and Philadelphia law.

4. This illegal behavior continues unchecked because of the gross power imbalance between tenants and landlords in Philadelphia, as landlords know that they are unlikely to be held accountable for their misdeeds by the poor families to whom they rent. Landlords frequently respond to repair requests with eviction notices.

5. Plaintiffs Corrine Morris and Charles Hagood were the victims of such illegal conduct. The property where they lived with Ms. Morris's three-year old daughter violated Philadelphia licensing requirements and building codes, had numerous habitability issues, and, most disturbingly, lacked running water for most of their tenancy.

6. Defendant, a Brooklyn-based landlord, failed to make the necessary repairs despite repeated requests from Plaintiffs, and instead tried to evict Plaintiffs illegally.

7. Plaintiffs eventually were forced to vacate the Property (as defined below) because of the lack of running water and horrid conditions.

8. Plaintiffs now bring suit, under Pennsylvania and Philadelphia law, to recover damages exceeding \$50,000, for past rent paid, security deposit paid, out-of-pocket expenses,

emotional distress, consequential damages, punitive damages, attorneys' fees, and costs, and any other such relief the court deems appropriate.

PARTIES

9. Plaintiff Corrine Morris is a Philadelphia resident currently residing at 1245 N. Frazier Street, Philadelphia, PA 19131.

10. Plaintiff Charles Hagood is a Philadelphia resident currently residing at 6419 N. 10th Street, Philadelphia, PA 19126.

11. Home 4 Rent, Inc. ("Home 4 Rent" or the "Landlord") is the record owner of 816 E. Stafford Street, Philadelphia, PA 19138 (the "Property") and is, upon information and belief, a New York corporation with an address of 3396 Bedford Avenue, Brooklyn NY 11210. *See* Deed at Ex. A.

12. Home 4 Rent owns at least fifty properties in Philadelphia.

FACTS

Plaintiffs Move Into 816 E. Stafford Street

13. In April 2017, Ms. Morris, a life-long Philadelphia resident and young mother, and her partner, Mr. Hagood, were searching for a house for themselves and Ms. Morris's three-year old daughter.

14. Ms. Morris was also pregnant with the couple's first child, and Mr. Hagood had children from previous relationships whom the couple planned to have over for visits at the Property.

15. Ms. Morris found a listing for the Property online, and when she and Mr. Hagood visited the Property in April 2017 with Ms. Morris's three-year old daughter, they both agreed that it would serve as the foundation upon which to bring their two families together.

16. At the Property, Plaintiffs met with a realtor who, upon information and belief, was showing the Property on behalf of Home 4 Rent.

17. The realtor told Ms. Morris and Mr. Hagood that Home 4 Rent was making major repairs to the Property, but that those repairs would be finished by May 2017.

18. Plaintiffs paid Home 4 Rent a \$950 security deposit in April 2017 to reserve the Property as their residence.

19. In May 2017, Ms. Morris and Mr. Hagood again visited the Property to see if they could move in, but Home 4 Rent had not completed any of the necessary repairs.

20. However, Plaintiffs agreed to move in after the Landlord's realtor promised the Landlord could make the repairs quickly, with Plaintiffs living in the Property.

21. On June 2, 2017, Plaintiffs entered into a lease with Home 4 Rent to rent the Property. *See* Lease, Ex. B.

22. At the lease signing, Plaintiffs paid \$950 in first month's rent and an additional \$950 security deposit.

23. In sum, Plaintiffs paid \$2,850 to move into the Property.

24. At the lease signing, an agent for Home 4 Rent told Plaintiffs that, although work was ongoing, the Property was ready for them to move in and needed no major repairs at that time.

25. Plaintiffs and Ms. Morris's three-year old daughter moved into the Property on the date of the lease signing, June 2, 2017.

Home 4 Rent Fails to Comply With Philadelphia's Lead Ordinance

26. The Property was built before 1978.

27. Home 4 Rent did not provide Plaintiffs with a lead free or lead safe certificate prepared by a certified lead inspector at the lease signing or at any time during their tenancy, as required by Philadelphia law. *See* Phila. Code § 6-803(3)(a).

28. Home 4 Rent was aware of its responsibility to provide this lead safe or lead free certificate pursuant to Philadelphia law.

29. In fact, a 2016 *Philadelphia Inquirer* article about Philadelphia's child lead poisoning epidemic featured one of Home 4 Rent's properties (and Home 4 Rent's president, Simon Bouhadana). That home had a child living in it who, because of lead paint exposure, had a blood lead level of 18. *See* Barbara Laker, et al., *Philly's Shame: City Ignores Thousands of Poisoned Kids*, PHILA. INQUIRER, Oct. 30, 2016, attached hereto as Ex. C.

30. Moreover, the City of Philadelphia issued a cease and desist order to Home 4 Rent after its workers dangerously tried to remediate lead paint in one of its properties by using a blowtorch to burn paint off the walls and splashing the walls with paint stripper. *See id.*

The Property's Inhumane Condition

31. For the first three weeks of Plaintiffs' tenancy, the only source of water at the Property was a broken pipe in the basement.

32. As a result, the water did not reach the faucets, toilet, or shower in the house.

33. Ms. Morris, who was three months pregnant at the time, had to fill up buckets of water under the broken pipe in the basement, carry those buckets up two flights of stairs, and then pour the water into the toilet for it to flush, in pots to cook dinner, and in the tub to wash her young daughter.

34. When water finally did begin flowing through the Property, only cold water worked and only in the second-floor bathroom sink.

35. The toilet and shower still had no running water.

36. Since the hot water in the Property did not work, Ms. Morris and Mr. Hagood were still forced to fill buckets of water in the bathroom, walk downstairs to boil the water in the kitchen, and then take the scalding hot water back to the bathroom in order to bathe themselves and Ms. Morris's three-year old daughter.

37. Ms. Morris and Mr. Hagood frequently traveled to the homes of friends and family members to shower.

38. Moreover, once water began running to the upstairs bathroom, the pipe under the bathroom and above the kitchen started leaking.

39. This leak worsened over the next few months, eventually causing parts of the ceiling to collapse and mold to spread on the ceiling and wall in the kitchen. *See Photographs of the Property, attached hereto as Ex. D.*

40. Plaintiffs alerted Home 4 Rent to these problems in dozens of phone calls and texts in June, July, and August of 2017, yet no repairs were made in June, July, or the first half of August to rectify the lack of hot water, or any water, running through the Property.

41. The Property's woefully deficient plumbing was far from its only defect.

42. While working on the plumbing, Home 4 Rent's unlicensed maintenance men dug a large, dangerous hole in the front yard.

43. This hole and accompanying mound of dirt remained at the Property for months, despite Plaintiffs' persistent requests and requests from neighbors to Home 4 Rent to have the work completed and the hole filled.

44. The condition of the backyard was also dangerous. There were broken steps and concrete leading to the backyard.

45. As a result of the backyard's condition, Ms. Morris, Mr. Hagood, and their children were never able to use it.

46. Moreover, the front window, door, and wall were in disrepair, with holes and seams which allowed air, water, and pests to enter the Property freely and made the living room unusable.

47. Finally, the Property lacked smoke and carbon monoxide detectors throughout.

48. On August 24, 2017, the Philadelphia Department of Licenses and Inspections cited Home 4 Rent for nine Philadelphia Code violations at the Property. *See* L&I violations, attached hereto as Ex. E.

49. The violations related to the plumbing, interior surfaces, exterior structures, doors and windows, sidewalks, and the lack of smoke and carbon monoxide detectors. *See id.*

50. Home 4 Rent never remediated the violations at any point during Plaintiffs' tenancy and, in fact, as of March 13, 2018 they remain open.

51. In mid-August, after dozens of calls and texts to Home 4 Rent and its agents, Plaintiffs wrote a letter to Simon Bouhadana, president of Home 4 Rent ("Bouhadana"). *See* Correspondence attached hereto as Ex. F.

52. The letter detailed Plaintiffs' numerous requests for repairs at the Property, the problems Plaintiffs had experienced with the conditions of the Property, the abrasiveness and dismissive nature of the maintenance people who would occasionally come to work at the Property, and the cumulative effect these issues had on Plaintiffs and Ms. Morris's three-year old daughter.

Plaintiffs Are Not Able to Start Their Life Together as a Family

53. Because of the deplorable state of the Property, Ms. Morris and Mr. Hagood were not able to build their blended family as they had hoped.

54. Because of the Property's inhumane conditions, Ms. Morris often sent her three-year old daughter to sleep at a family member's home.

55. Mr. Hagood's children could not visit him at the Property because of its dilapidated condition.

56. Moreover, Ms. Morris and Mr. Hagood incurred economic loss as a result of Home 4 Rent's failure to maintain the Property.

The City Shuts Off Water at the Property. Defendant Responds to Repair Requests By Attempting to Evict Plaintiffs.

57. On September 12, 2017, the Philadelphia Water Department shut off the water at the Property due to "incomplete repairs" of a plumbing defect. *See* Shut Off Notification, Philadelphia Water Dep't (9/12/17), attached hereto as Ex. G.

58. The shut-off notice required that the defect be repaired by a licensed, registered plumber. *See id.*

59. The defect was never repaired.

60. From September 12, 2017 until the end of Plaintiffs' tenancy, the Property had no running water, as Home 4 Rent failed to make the repairs required by the Water Department.

61. The same day the water was shut off, Plaintiffs informed Bouhadana of the shut off and again requested by phone that Home 4 Rent make the necessary repairs.

62. Home 4 Rent responded to Plaintiffs' repair requests with an eviction notice.

63. On September 18, 2017, Home 4 Rent sent Plaintiffs a notice to vacate the Property. A true and correct copy of that notice is attached hereto as Exhibit H.

64. The notice claimed that Plaintiffs owed three months of back rent, despite the fact that Home 4 Rent had no right to collect rent under Philadelphia law.

65. The notice also claimed, incorrectly, that Plaintiffs owed \$450 in unpaid water bills.

66. On September 26, 2017, Home 4 Rent filed an eviction complaint against Plaintiffs in Philadelphia Municipal Court. *See* Compl. for Eviction, attached hereto as Ex. I.

67. The complaint claimed that Plaintiffs owed back rent, when in fact no rent was due under Philadelphia law. *Id.*

68. The complaint also stated that the Property was “fit for its intended purpose” despite having no running water and nine open code violations. *Id.*

69. Home 4 Rent eventually withdrew its meritless eviction complaint.

Plaintiffs Are Forced to Leave the Property

70. By the time Home 4 Rent illegally tried to evict Plaintiffs from the Property, Plaintiffs already were sleeping at the homes of friends and family, as the Property had no running water and was uninhabitable.

71. Home 4 Rent not only filed a misleading and meritless eviction complaint, but Bouhadana threatened Plaintiffs with an illegal lockout via text message. *See* Text message between Bouhadana and Hagood, attached hereto as Ex. J.

72. For Plaintiffs, the Property had become a glorified storage unit where they kept their furniture and some clothes while they searched for a new place to move their young family.

73. In November of 2017, Plaintiffs moved their belongings and formally vacated the Property.

74. Plaintiffs left the Property because it was not habitable, with no fully functioning plumbing for the duration of their tenancy and no running water at all for the previous two months, and because of the illegal, meritless attempted eviction brought by Home 4 Rent.

75. Plaintiffs incurred moving expenses when leaving the Property, including, but not limited to, the cost of storage, the cost of renting a moving truck, and lost furniture that would not fit in the storage unit.

76. Over the course of the tenancy, Mr. Hagood lost wages when he had to call out of work to meet maintenance people at the Property, the family had to eat out often because of the lack of running water and moldy conditions in the kitchen, and both Ms. Morris and Mr. Hagood incurred other miscellaneous out of pocket expenses as a result of the Property's condition.

77. Plaintiffs requested the return of their \$1,900 security deposit in December of 2017.

78. Home 4 Rent never responded to this request, nor did it return the security deposit to Plaintiffs.

**COUNT I: CONSTRUCTIVE EVICTION
(Corrine Morris and Charles Hagood v. Home 4 Rent Inc.)**

79. Plaintiffs incorporate paragraphs 1 through 78 by reference as if fully set forth herein.

80. Constructive eviction occurs when a landlord so interferes with his tenants' possession of a leased property that it deprives the tenants of the beneficial enjoyment of part or the whole of the property.

81. Home 4 Rent's conduct caused the Property to become uninhabitable for Plaintiffs—the water was shut off, major repairs went ignored, and the City issued numerous code violations that Home 4 Rent never remedied.

82. Home 4 Rent then filed an illegal, meritless eviction suit against the Plaintiffs and threatened to lock them out of the Property illegally.

83. This conduct deprived Plaintiffs of the beneficial enjoyment of the whole of the Property for the entirety of their tenancy.

84. This conduct forced Plaintiffs to vacate the Property.

85. Home 4 Rent's conduct was intentional, willful, wanton, or reckless.

86. As a result of Home 4 Rent's intentional, willful, wanton, or reckless conduct, Plaintiffs suffered harm and damages.

WHEREFORE, Plaintiffs demand judgment in their favor and against Home 4 Rent, including an award of actual damages, punitive damages, reasonable attorneys' fees and costs, and other such relief as the Court deems appropriate.

**COUNT II: UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION
LAW - VIOLATION OF 73 P.S. §§ 200, et seq.
(Corrine Morris and Charles Hagood v. Home 4 Rent Inc.)**

87. Plaintiffs incorporate paragraphs 1 through 86 by reference as fully set forth herein.

88. 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).

89. The UTPCPL applies to residential leases.

90. Home 4 Rent violated the above provisions by, among other things:

- a. misrepresenting the condition of the Property before Plaintiffs moved in;
- b. promising Plaintiffs that it 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;
- d. hiring unlicensed maintenance workers to work on the plumbing systems, which resulted in the water being shut off at the Property;
- e. demanding rent that was not legally owed; and
- f. making illegal threats of eviction and filing a meritless eviction complaint.

91. Plaintiffs reasonably relied on the implied and actual representations of Home 4 Rent.

92. As a result of the misrepresentations and deceptive conduct of Home 4 Rent, Plaintiffs suffered ascertainable losses, including, but not limited to, rent paid, lost wages, and out of pocket expenses.

93. The UTPCPL establishes a private right of action which provides for trebled damage and reasonable attorney's fees and costs. 73 P.S. § 201-9.2(a).

WHEREFORE, Plaintiffs demand judgment in their favor and against Home 4 Rent, including an award of treble damages, reasonable attorneys' fees and costs, and other such relief as the Court deems appropriate.

COUNT III: BREACH OF CONTRACT
(Corrine Morris and Charles Hagood v. Home 4 Rent Inc.)

94. Plaintiffs incorporate paragraphs 1 through 93 by reference as if fully set forth herein.

95. Plaintiffs had a written lease for the Property.

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

97. Home 4 Rent breached the implied warranty of habitability when it failed to make the necessary repairs to the Property despite knowledge of the defects.

98. Home 4 Rent's breach caused damage to the Plaintiffs.

WHEREFORE, Plaintiffs demand judgment in their favor and against Home 4 Rent, 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 Plaintiffs to remedy the squalid housing conditions in the Property, foreseeable economic loss as a result of the breach, and other such relief as the Court deems appropriate.

**COUNT IV: VIOLATION OF PHILADELPHIA CODE § 6-803
(Corrine Morris and Charles Hagood v. Home 4 Rent Inc.)**

99. Plaintiffs incorporate paragraphs 1 through 98 by reference as if fully set forth herein.

100. For all rental properties built before 1978, where a child six years of age or under resides or 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.

101. 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 attorneys' fees and costs. *Id.* at 6-809(3).

102. The Property was built before 1978.

103. During the tenancy, a child aged six or under resided in the Property.

104. Home 4 Rent failed to comply with §6-803 by not providing Plaintiffs and 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.

WHEREFORE, Plaintiffs demand judgment in their favor and against Home 4 Rent, including a refund of rent paid during the period of noncompliance, exemplary damages of \$2,000, reasonable attorneys' fees and costs, and any other such relief as the Court deems appropriate.

**COUNT V: VIOLATION OF 68 P.S. §§ 250.512
(Corrine Morris and Charles Hagood v. Home 4 Rent Inc.)**

105. Plaintiffs incorporate paragraphs 1 through 104 by reference.

106. Plaintiffs paid a total security deposit of \$1,900 to move into the Property.

107. Home 4 Rent did not return the security deposit within thirty days of Plaintiffs' requesting its return through their counsel, nor did it provide any reason for its refusal to return the security deposit.

WHEREFORE, Plaintiffs demand judgment in their favor and against Home 4 Rent for double damages, interest, and any other such relief as the Court deems appropriate.

JURY DEMAND

108. Plaintiffs demand a trial by jury on all appropriate issues.

Dated: March 14, 2018

/s/ George A. Donnelly
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