

eRecorded in Philadelphia PADoc Id: 5295394308/14/2015 02:29PMReceipt#: 1516664Page 1 of 5Rec Fee: \$252.00Commissioner of RecordsDoc Code: DSState RTT: \$862.54Local RTT: \$2,587.62

# Know all Men by these Presents

THAT I, JEWELL WILLIAMS, Sheriff of the County of Philadelphia in the Commonwealth of

Pennsylvania, for and in consideration of the sum of Twenty-seven Thousand (\$27,000.00), to me

in hand paid, do hereby grant and convey to Home 4 Rent

#### **DESCRIPTION**

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected,

**SITUATE** on the Southeasterly side of Stafford Street at the distance of 130 feet 7 inches Northeastwardly from the Northeasterly side of Chew Street in the 59th Ward of the City of Philadelphia.

**CONTAINING** in front or breadth on said Stafford Street 24 feet 6 inches and extending of that width in length or depth Southeastwardly between parallel lines at right angles to the said Stafford Street, on the Southwesterly line thereof 49 feet 5-5/8 inches and on the Northeasterly line thereof 49 feet 4-7/8 inches.

BEING KNOWN AND NUMBERED AS: 816 East Stafford Street, Philadelphia, PA 19138

**BEING** the same premises which Patrick F. Wood, Widower, by Deed dated April 12, 1966 and recorded April 14, 1966 in and for Philadelphia County, Pennsylvania, in Deed Book Volume 695, Page 469, granted and conveyed unto Evelyn B. Smith widow.

PARCEL NO./BRT NO.: 591030200

The same having been sold, on the 7th day of July Anno Domini Two Thousand and Fifteen after due advertisement, according to the law, under and by virtue of a writ of Execution issued/Decree entered on the 13th day of March Two Thousand and Fifteen out of the Court of Common Pleas as of February Term, Two Thousand Fourteen Number 2343 at the suit of

NationStar Mortgage

Vs.

Evelyn B. Smith

In witness whereof, I have hereunto affixed my signature, this 26th

day of July Anno Domini Two Thousand and Fifteen

#### SEALED AND DELIVERED IN THE PRESENCE OF

Harityn & Franks

Marilyn R Franks

Richard Fer

Richard Tyer

Richard Verrecchio, Real Estate Captain

Richard Verrecchio, Real Es

Jewell Williams, SHERIFF

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 Commonwealth of Pennsylvania :

 County of Philadelphia

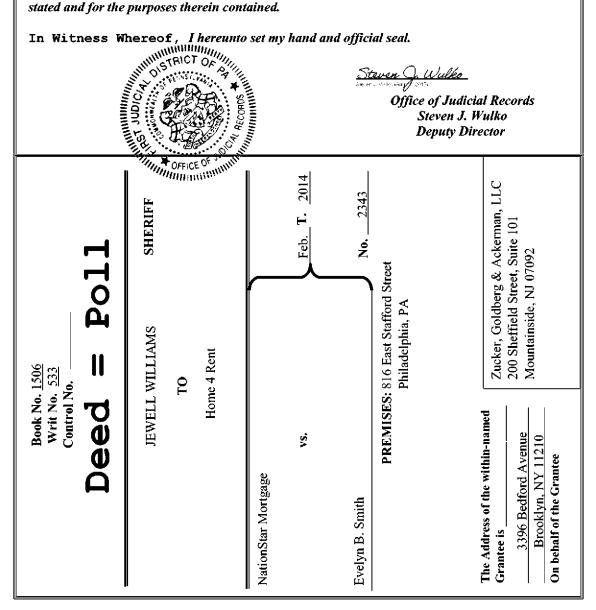
 On this, the Aug 7, 2015

 , before me, the undersigned Officer, personally appeared

 JEWELL WILLIAMS, BY HIS DESIGNEE CAPTAIN, RICHARD VERRECCHIO, Sheriff of

 the County of Philadelphia, known to me (or satisfactorily proven) to be the person described in

 the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein



52953943 Page 4 of 5 08/14/2015 02:29PM

REV.183 EX (9-86)	REALTY TRANSFER TAX STATEMENT OF VALUE	RECORDER'S USE ONLY
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OFINDIVIDUAL TAXES POST OFFICE BOX 8910 HARRISBURG, PA 17105-8910	STATEMENT OF VALUE	State Tax Paid Book Number Page Number
	See Reverse for Instructions	Date Recorded
(1) family relationship or (2) public utility easement. If	tion is claimed. A Statement of Value is not requir	red if the transfer is wholly exempt from tax based on:

Name: CITY LINE ABSTRACT CO. Grantee(s)/Lessee(s)

#### 15 ST. ASAPH'S ROAD, BALA CYNWYD, PA 19004

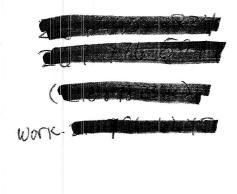
B TRANSFER DATA			Date of Acceptance of Document	t	
Grantor(s)/Lessor(s)			Grantee(s)/Lessee(s)		
Sheriff of PHILADELPHIA County		Home 4 Rent			
Street Address			Street Address		
100 SOUTH BROAD STREET			3396 Bedford Avenue		
City	State	Zip Code	City	State	Zip Code
PHILADELPHIA, PA 19110			Brooklyn, NY 11210		
C PROPERTY LOCATION					
Street Address			City, Township, Borough		
816 East Stafford Street					
County		School District		Tax Parcel Number	
D VALUATION DATA				•	
1. Actual Cash Consideration		2. Other Consideration		3. Total Consideration	
\$27,000.00		+\$		= \$27,000.00	
4. County Assessed Value		5. Common Level Ratio Factor		6. Fair Market Value	
\$85,400.00		X 1.01		= \$86,254.00	
E EXEMPTION DATA					
1a. Amount of Exemption Claimed		1b. Percentage of Interest Con	veyed		

#### 2. Check Appropriate Box Below for Exemption Claimed

Will or intestate succession	(Name Of Decedent)	(Estate File Number).	
Transfer to Industrial Development Ag			
Transfer to agent or straw party. (Atta	ch copy of agency/straw party agreeme	nt).	
Transfer between principal and agent.	(Attach copy of agency/straw trust agre	eement). Tax paid prior deed \$	
Transfers to the Commonwealth, the Control (Altach copy of resolution).	Inited States, and Instrumentalities by	gift, dedication, condemnation or in lieu of condemnation	1.
Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number, Page Number,			
Corrective deed (Attach copy of the pr	ior deed).		
Statutory corporate consolidation, me	ger or division. (Attach copy of articles)		
D Other (Please explain exemption claim	ned, if other than listed above.)		
nder penalties of law or ordinance, I decla nowledge and belief, it is true, correct and		nt, including accompanying information, and to the	best of my
nature of Correspondent or Responsible Party		Date	
Nicoale Lynch			

		Г	BOOK NO.	PAGE NO.
			/	
PHILADELPHIA	REAL ESTAT	re		
		-		
			DATE RECORDED	
TRANSFER TAX CERTIFICATION		CITY TAX PAID		
Complete each section and file in duplicate w	ith Recorder of Deeds v			not set forth in the deed. (2)
when the deed is without consideration, or by	gift, or (3) a tax exemp	tion is claimed. If more		
A. CORRESPONDENT - All inquiries may be directed to the following person: NAME CITY LINE ABSTRACT CO.		TELEPHONE NUMBER		
15 ST. ASAPH'S ROAD, BALA CYNWYD	, PA 19004	T		
B. TRANSFER DATA GRANTORISUESSORIS		DATE OF ACCEPTANCE OF DOCUMENT GRANTEE(S)/LESSEE(S)		
Sheriff of PHILADELPHIA County		Home 4 Rent STREET ADDRESS		
100 SOUTH BROAD STREET		3396 Bedford Avenu CITY STATE ZIP CODE	le	
PHILADELPHIA, PA 19110 C. PROPERTY LOCATION		<u>  Brooklyn, NY 11210</u>		
STREET ADDRESS CITY, TOWNSHP, BOROUGH		CITY, TOWNSHIP, BORQUCH		
COUNTY	SCHOOL DISTRICT	1	TAX PARCEL NUMBER	
D. VALUATION DATA				
1. ACTUAL CASH CONSIDERATION \$27,000.00	2 OTHER CONSIDERATION		3. TOTAL CONSIDERATION = \$27,000.0	D
4. COUNTY ASSESSED VALUE 5 COMMON LEVEL RATIO FACTOR \$85,400.00 1.01			6. FAIR MARKET VALUE = \$86,254.00	0
	EXEMPTION DATA			-
	MOUNT OF EXEMPTION 1B. PERCENTAGE OF INTEREST CONVEYED			
2. Check Appropriate Box Below for Exem	ntion Claimed			
	puon orannou			
Will or intestate succession	(NAME OF	DECEDENT)		STATE FILE NUMBER).
Transfer to Industrial Development Agency.				
Transfer to agent or straw party. (Atta	ach copy of agency/straw	v party agreement).		
Transfer between principal and agent	t (Attach copy of agency	/straw trust agreement	) Tax paid prior d	eed \$
Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).				
Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number, Page Number				
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed.)				
Corrective deed (Attach copy of the prior deed).				
Other (Please explain exemption claimed, if other than listed above.)				
Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the				
best of my knowledge and belief, it is true, correct	and complete.			DATE
Miceale Lynch				
1 incant orginan				

# **EXHIBIT B**



# **HOME4RENT** Inc. P.O. BOX 297098 Brooklyn N.Y 11229 LEASE AGREEMENT

06-02-17-Date: 05/17/1

Phone: 347-662-9675

Tenant: CORRINE LYNELLE MORRIS & CHARLES W HAGOOD JR Phone: (Main) \_\_\_\_\_(Work) \_\_\_\_(Emergency Contact) \_\_\_\_\_

Landlord: Home Rent Inc. Phone: 347-662-9675

# Landlord Address: P.O. BOX 297098 BROOKLYN NY 11229

This lease, between: Home4Rent inc. (Landlord) and corrine morris & charles hagood jr (Tenant)  $\frac{76}{95} - \frac{97}{17}$  was made on,  $\frac{95}{17} - \frac{17}{17}$  for the property located at : (Tenant)

# <u>816 E Stafford st Philadelphia, Pa 19138</u>

The word TENANT refers to each Tenant named above.

- 1. PROPERTY: Tenant agrees to rent from Landlord and Landlord agrees to rent to Tenant the aforementioned premises.
- 2. The term of this lease is for <u>Twelve (12)</u> months, beginning on <u>05-17-17</u> and ending at midnight on 06-01-18

The landlord is not responsible if the landlord cannot give the tenant possession of the premises at the start of this lease. However, rent will only be charged from the date on which possession of the premises is made available to the tenant. If the landlord cannot give possession within thirty days after the stating date the tenant may cancel this lease.

3. RENT: The tenant agrees to pay **<u>NINE HUNDRED AND FIFTY DOLLAR</u>** (950), as rent to be paid as follows:

(950), per month to be paid on or before the first day of each month.

The first payments to include the first month's rent and  $\underline{\$950}$  security deposit of  $\underline{\$950}$ , (§ 950), are due prior to moving in. The tenant must pay a late charge of Fifty seven dollars (\$57 00) if rent is not received by the Tenth.(10th) day of each month. If the rent was still not received by the First,(1st) day of the next month, this lease will be terminated and void and the tenant must leave the premises immediately and be liable for the balance of the rent for the term of this lease.

The late charge is due with and shall be considered a part of the monthly rent payment for the month in which the rent was paid late.

Rent is due in money order, bank check or cash.

1 CH ('M

4. Security Deposit: The tenant will deposit the sum of <u>NINE HUNDRED AND</u> FIFTY DOLLAR

(§ 950) with the landlord, into an escrow account, as security that the tenant will comply with all the terms of this lease. If the tenant complies with the terms of this lease, the landlord will return this deposit within 30 days after the end of the lease, including any extension. The landlord may use as much of the security deposit as necessary to pay for damages resulting from the tenant's occupancy or, at landlord's sole option and election to pay for delinquent or unpaid rent and late charges.

sole option and election to pay for definition of anjoint total and that the tend and the formation of the lease termination, the landlord lif the deposit is so used by the landlord prior to the lease termination, the landlord may demand that the tenant replace the amount of the security deposit used by the landlord. If the landlord sells the property, the landlord may transfer the deposit to the new owners for the tenant's benefit. The landlord will notify the tenant of any sale and transfer of the deposit. The landlord will thereupon be released of all liability to return the security deposit.

5. LANDLORD'S AGENT: The Landlord authorized the following person(s) to manage the premises on behalf of the Landlord: JEROL

6. USE OF THE PREMISES: The TENANT may use the PREMISES only as a single family residence.

7. UTILITIES: The tenant will pay for the following utilities: <u>Gas, Electric and</u> Water.

8. EVICTION: The Landlord may evict the tenant if the tenant does not comply with all of the terms of this lease, or for any other causes allowed by law. If evicted, the tenant must continue to pay the rent for the rest of the term, The tenant must also pay all the costs, including reasonable attorney fees related to the eviction and the collection of any moneys owed to the landlord along with the cost of re-entering, rerenting, clearing and repairing the PREMISES. Rent received from any new tenant during the remaining term of this lease will be applied by the landlord to reduce rent only which may be owed by the tenant.

9. PAYMENTS BY LANDLORD: If the tenant fails to comply with the terms of this lease, the landlord may take any required action and charge the cost, including reasonable attorney fees to the tenant. Failure to pay such costs upon demand is a violation of this lease.

10. CARE OF THE PREMISES: The tenant has examined the premises, including (where applicable) the living quarters, all facilities, furniture and appliances and is satisfied with its present physical condition. The tenant agrees to maintain the premises in as good condition as it is at the start of this lease except for ordinary wear and tear. The tenant must pay for all repairs, replacement and damages caused by the act of neglec. of the tenant. The tenant will remove all of the tenant's property at the end of this lease. Any property that is left becomes the property of the landlord and may be thrown out. All of the tenant's garbage will be disposed of properly by the tenant in the appropriate receptacles for garbage collection. Accumulations of garbage in and around the premises or depositing by the tenant or those residing with tenant of garbage in areas not designated and designed as garbage receptacles shall constitute a violation of this lease. Tenant shall generally maintain the premises in a

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neat and orderly condition. This includes shoveling snow on sidewalk in front of the premises. Damage or destruction by tenant, tenant's employees or tenant's visitors of the premises shall constitute a violation of this lease.

11. DESTRUCTION OF PREMISES: If the premises are totally destroyed through no fault of the tenant, the tenant's employees or tenant's visitors, then the Lease will end and the tenant will pay rent up to the date of destruction. While landlord is required to carry a state minimum insurance policy on said property to cover possible structural damages, it is encouraged and recommended that lease purchase an individual renters insurance policy to cover any accidental loss or damages to tenant personal property.

12. INTERUPTION OF SERVICES: The landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the landlord's control.

13 ALTERATIONS: The tenant must get the Landlord's prior written consent to alter, improve, paint or wallpaper the premises. Alterations, additions, and improvements become the landlord's property.

14, COMPLIANCE WITH LAWS: The tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering the premises and/or its contents.

15. NO WAIVER BY LANDLORD: The landlord does not give up or waive any rights by accepting rent or by failing to enforce any terms of this lease.

16. NO ASSIGNMENT OR SUBLEASE: The tenant may not sublease the premises or assign this lease without the landlord's prior written consent.

17. ENTRY BY LANDLORD: Upon reasonable notice, the landlord may enter the premises to provide services, inspect, repair, improve or show it. The tenant must notify the landlord if the tenant will be away for ten days or more. In case of emergency or the tenant's absence, the landlord may enter the premises without the tenant's consent.

18. QUIET ENJOYMENT: The tenant may live in and use the premises without interference subject to the terms of this lease.

19 SUBORDINATION: This lease and the tenant's rights are subject and subordinate to present any future mortgages on the property which include the premises. The landlord may execute any papers on the tenant's behalf as the tenant's attorney in fact to accomplish this.

20. HAZARDOUS USE: The tenant will not keep anything in the premises which is dangerous, flammable, explosive, or which might increase the danger of fire or any other hazard, or which would increase landlord's fire or hazard insurance.

21. INJURY OR DAMAGE: The tenant will be responsible for any injury or damage caused by the act or neglect of the tenant, the tenant's employees or tenant's visitors. The landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of the landlord.

22. RENEWALS AND CHANGES IN LEASE: Upon expiration of the rental term provided for above this lease shall automatically renew itself, indefinitely for successive one month periods, unless modified by the parties. The landlord may modify this lease or offer the tenant a new lease by forwarding to the tenant a copy of the proposed changes or a copy of the new lease. If changes in this lease or a new

3 CH (M

lease are offered, the tenant must notify the landlord of the tenant's decision to stay, within thirty days of the date the proposed changes or the copy of the new lease is received by the tenant. If the tenant fails to accept the lease changes or the new lease within thirty days of the date the proposed changes or new lease is offered, the tenant may be evicted by the landlord, as provided for in PA law. Nevertheless, if the rent is increased by the lease changes, or new lease, the tenant will be obligated to pay the new rent; regardless of whether the tenant has affirmatively accepted the lease changes or new lease, if the tenant continues to occupy the property on the date the new rent becomes affective.

23. PETS; No dogs, cats or other animals are allowed on the premises without the landlord's prior written consent.

24. NOTICES: All notices provided by this lease must be written and delivered personally or by certified mail. To the parties at their addresses listed above or to such other address as the parties may from time to time designate. Notices to the landlord must also be sent to the landlord's agent listed above (if any).

25. SIGNS: The tenant may not put any sign or projection (such as a TV or radio antenna) in or out of the window or exteriors of the premises without the landlord's prior written consent.

26. HOLDOVER RENT: Should this lease be terminated, either through a valid notice of dispossession by the landlord, or through order of a court, and should tenant remain on the premises thereafter, the tenant shall be liable to pay rent at a rate of double the base rent provided for under this lease, from the date of termination until such time as tenant vacated the premises, whether tenant vacates the premises voluntarily or through of enforcement of an order of eviction.

27. VALIDITY OF LEASE: If a clause of provision of this lease is legally invalid, the rest of this lease remains in effect. If a clause or provision of this lease is ambiguous, and it may be interpreted in a manner either consistent or inconsistent with existing law, it should be interpreted in a manner consistent with existing law.

28. PARTIES: The landlord and each of the tenants are bound by this lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

parties who hawfully succeed to then rights and reopendiculate feminine, or neuter) and 29. GENDER: The use of any particular gender (masculine, feminine, or neuter) and case (singular or plural) in this lease is for convenience only. No inference is to be drawn there from. The correct gender and case is to be freely substituted throughout, as appropriate.

30. Landlord has right to bar visitors to the premises. Only the people listed on this lease have right to reside in these premises. If tenant would like to bring in additional guests or residents, they must receive written consent from the landlord.

31. By signing below, tenant acknowledges that tenant has read and understood the

above lease. And Uno Date: 6-2/7 Phone Number: TENANT: Chork Hagor

LANDLORID: HOME4RENT Date:

# **EXHIBIT C**



# Philly's shame: City ignores thousands of poisoned kids

By Barbara Laker, Wendy Ruderman, and Dylan Purcell / Staff Writers Photos and video by Jessica Griffin / Staff Photographer Ringgold Street is in one of the worst neighborhoods in the city for lead hazards. JESSICA GRIFFIN/ Staff Photographer Sunday, Oct. 30, 2016

When Aisha Stafford picked up her cell phone, the pediatrician sounded panicked.

"Whatever you're doing," he told her, "you have to stop." Take your son to the emergency room immediately, he insisted. Her son had a severe case of lead poisoning.

- Physician's 2-year-old son poisoned by lead in their lovely Mount Airy home
- Lawmakers demand action on Philly's lead-paint scourge
- Philly aims to prevent lead poisoning before kids are harmed
- State Sen. Hughes finds money to help fight Philly's lead paint scourge
- <u>Ubiñas: In caring for kids exposed to lead, give Philly a failing grade</u>

Stafford, a health aide, was working at a house in Germantown. She sped to her Brewerytown home, grabbed her 2 1/2-year-old son, Murad, and rushed him to St. Christopher's Hospital for Children, crying the entire way.

"I was so scared," she would later say about that May phone call.

Her husband, Andrew Irby, was seething. For months, Irby and the <u>city's Department of Public Health</u> had been after the landlord to fix the deteriorating lead paint in the 1920s-era house.

Murad and his twin brother, Jihad, moved into the house in March 2015. Eight months later, they tested high for lead. Now the amount in Murad's blood had skyrocketed to 46, nine times higher than the level that triggers medical alarms.



(Left to Right) Jihad and Murad sit with their dad, Andrew Irby, in the park. Irby worries about the future of his twin sons, who were both exposed to high levels of lead in their rented home. **PreviousNext**  Irby dialed <u>Marvin Harrison</u>, the NFL Hall of Fame receiver from North Philadelphia. Harrison, who at one point in his storied career landed a \$67 million contract with the Indianapolis Colts, is president of a company that owns more than 80 properties in Philadelphia, including Irby's.

Irby couldn't understand why the landlord refused to spend a few thousand dollars needed to make the home safe for his twins. The boys can barely speak, which the couple blame on lead contamination.

"They don't have a two-word-sentence vocabulary," Stafford said. "They cry and we've got to figure out what they want and give it to them."

<u>In Flint, Mich.</u>, national attention has highlighted the sudden spike of lead levels among hundreds of children from contaminated drinking water.

But in Philadelphia, <u>thousands of children</u>, year after year, are newly poisoned by lead at a far higher rate than those in Flint. In Michigan, the remedy was switching back to a safe water source.

Here, where the main culprit for this quiet and chronic scourge is deteriorating lead paint in old homes, the fix is elusive.

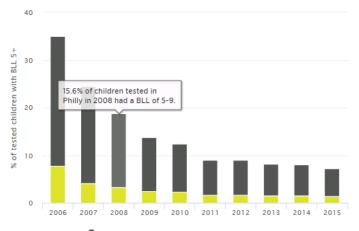
Last year alone, nearly 2,700 children tested in Philadelphia had harmful levels of lead in their blood. Lead poisoning can cause irreversible damage, including lower IQ and cause lifelong learning and behavioral problems.

Lead poisoning can be prevented, and cases have dropped sharply here and across the country. Yet Philadelphia continues to struggle to eradicate the problem, especially in the city's poorest neighborhoods. In some stubborn pockets of the city, as many as one out of five children under age 6 have high lead levels.

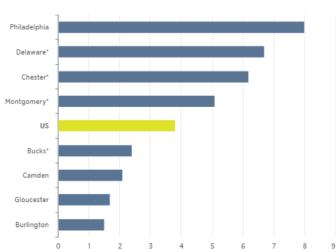


#### Fewer Children With Lead in Philadelphia...

The number of children under six in Philadelphia who have tested positive for high levels of lead has fallen by 76 percent since 2006, mirroring a national trend.



#### Percent with a blood lead level (BLL) of 5-9 ...But Levels Are Still Highest in the Region



The city's lead-exposure rate in 2014 was higher than any of its surrounding suburban counties, and twice the national average.

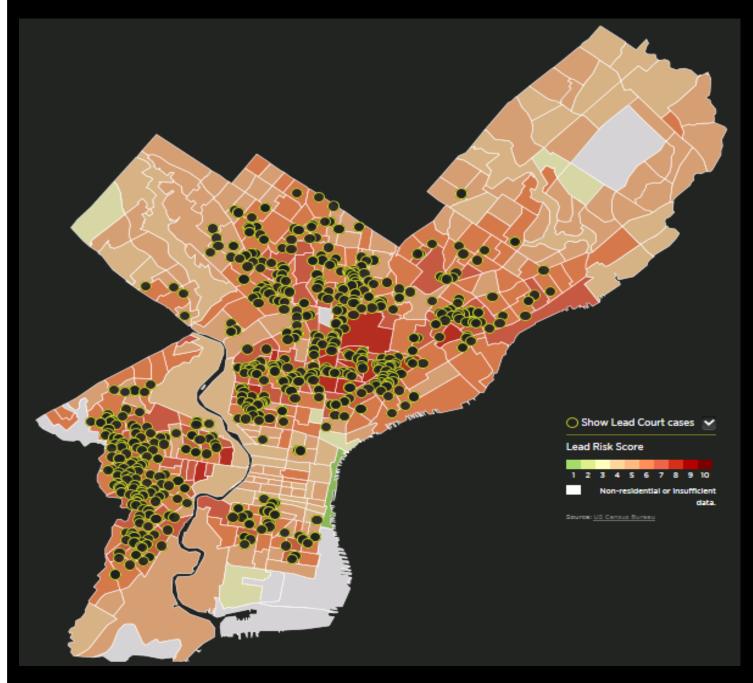
Children Under 7 years old

SOURCE: Philadelphia Department of Healthl Pa. Department of Health; N.J. Department of Health; Centers for Disease Control and Prevention

# **Toxic Lead Risk Remains High in Philadelphia**

Philadelphia's aging housing stock and deep poverty contribute to thousands of children being harmed each year by lead. Generation after generation of children in the same neighborhoods suffer permanent damage from this unseen menace.

The map below ranks census tracts where children are most likely to be exposed. Each of the 705 dots represent homes in which the city took property owners to Lead Court after a child has been poisoned and the property failed two inspections.



Experts say local health officials could do more to predict which children are most at risk and take action before they are harmed. The city only intervenes once a child has a very high level of exposure, offering no remedy for the majority of children with lower but still harmful levels of lead.

These 705 cases, from 2011 to 2016, represent a small fraction of the larger problem but serve as a marker for neighborhoods most at risk.

The lead risk score is calculated by weighting the poverty rate and the percentage of homes built prior 10.1980.301563

Philadelphia, which ranks among the top large U.S. cities at risk for childhood lead poisoning, is uniquely challenged. The city has a timeworn housing stock, with 92 percent of homes built before the country's 1978 lead-paint ban. And with the worst deep poverty of the nation's largest cities, many families find themselves trapped in toxic houses that made their children sick.

Research now shows there is no safe level of lead exposure for infants and young children.

"Even at very low levels, children can have trouble learning and have other problems with their brain function," said <u>Dr. Kevin Osterhoudt</u>, medical director of the Poison Control Center at the Children's Hospital of Philadelphia. "[It] robs them of their potential to achieve all they may have otherwise."

At a time of new urgency, the city does little to protect the majority of children exposed to lead.

Of the nearly 2,700 children with high lead levels in 2015, the Public Health Department checked on the houses of only the sickest of the sick, some 500 children.

Cities such as Baltimore, Cleveland, and others take action when a child's "blood lead level" reaches five micrograms per deciliter — the level the <u>Centers for Disease Control and Prevention</u> has used since 2012 for public health officials to intervene. Philadelphia only steps in when a child is poisoned at level 10. But by then, it's too late, medical experts say. The damage is done.

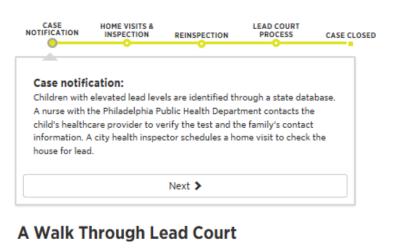
City health officials say they want to do more but over the last three years have lost \$3 million in federal funding out of a \$9 million program and cut 40 of 65 positions in the Lead and Healthy Homes program.

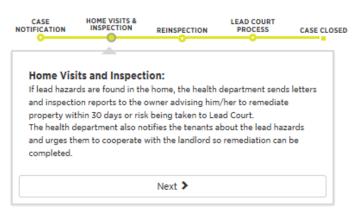
The city did take a stab at prevention in 2012, enacting <u>a law</u> regulating homes built before 1978. Landlords renting to families with children age 6 and under must have their properties certified as lead-safe and provide proof to their tenants and to the Department of Public Health.

But landlords <u>largely ignore the law</u>. City health officials said they know of no fines collected for such violations.

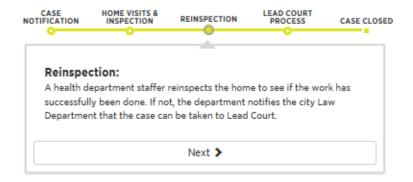
The city has the nation's first <u>Lead Court</u>, created in 2002, to force landlords and homeowners to rid their properties of lead perils. Typically, the city drags only the most serious cases into Lead Court — 121 cases last year.

## A Walk Through Lead Court





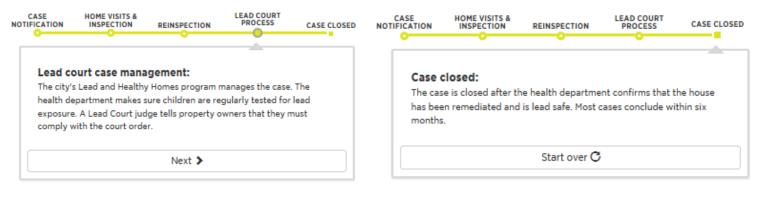
# A Walk Through Lead Court



#### SOURCE: Philadelphia Department of Public Health

#### A Walk Through Lead Court

### A Walk Through Lead Court



SOURCE: Philadelphia Department of Public Health

SOURCE: Philadelphia Department of Public Health

The city has <u>housing laws</u> and public health codes that could largely protect kids from being exposed to lead hazards, but they aren't enforced, said George Gould, a lawyer for Community Legal Services, which assists low-income families.

"We want to help every single kid and we want to prevent lead poisoning but we have to focus on the kids with the highest risk"

> Palak Raval-Nelson, director of environmental health for the city's Department of Public Health

Public health officials say lack of money and staff are to blame. "We want to help every single kid and we want to prevent lead poisoning but we have to focus on the kids with the highest risk," said Palak Raval-Nelson, director of environmental health for the city's Department of Public Health.

Medical intervention and court orders to remediate homes only happen after public health workers learn that a child has been poisoned.

"We use children to determine whether or not there is dangerous lead paint in houses," Gould said. "We should not use a child like a canary in the coal mine."

# "It's like a candy shop"

On a warm September morning, Jalen Absolum joined his second-grade class in a West Philadelphia school yard, lining up for the 8:30 bell. At 9, Jalen was a head taller than his 7-year-old classmates.

Jalen was a toddler when his mother, Avril Absolum, and aunt moved into a house on Kenmore Road in the city's Overbrook section in 2009. Their new landlord was a longtime Philadelphia Common Pleas judge, Paul Panepinto.



Avril Absolum and son Jalen are very close. He looks to her for guidance as they work their way through flash cards. **PreviousNext** 

Absolum used to live next door to Panepinto's parents. She said when she asked the judge if he knew of a house big enough for her family, he told her about the four-bedroom rental on Kenmore. Her sister and her sister's husband signed the lease.

After moving in, Absolum said she noticed flaking paint around the windows on the enclosed front porch and the bedroom she shared with Jalen. "I just thought the paint was a little old," she said.

About a year later, in 2010, Jalen's pediatrician discovered that Jalen had an alarming blood lead level of 29, up markedly from only 3 in an October 2008 test, public-health records show. The doctor immediately referred the boy to Children's Hospital of Philadelphia.

Suddenly, it became clear. Absolum, 50, remembered Jalen being drawn to window sills on the front porch. She would pull him away and see white chips around and inside his mouth.

"I did not know anything about lead at all," Absolum would later say.

"It feels like your child was robbed."

She learned that lead paint chips taste sweet. "Once a kid starts eating the paint, it's like a candy shop," she said.

At the time, Jalen was only 2, a critical point in his development, as his brain produced <u>700 new neural</u> connections every second. At that age, the toxic metal short-circuits the brain and disrupts pathways to developing sensory, motor, emotional, and cognitive skills.

Avril Absolum

Her son's case illustrates the terrible toll lead can wreak on a family and its future. "It feels like your child was robbed," Absolum said.

A Children's Hospital evaluation at the time found that at nearly 3 years old, Jalen had a vocabulary of only 20 words and could not put the words together. He exhibited "very aggressive" play and had "no back and forth play." He also was hyperactive and demonstrated a "lack of safety awareness," according to the evaluator, Dr. Jennifer Walton of Developmental and Behavioral Pediatrics.

"Though we may not know the reason as to why Jalen is delayed, lead toxicity is known to cause cognitive delays in children," Walton wrote.

Jalen's mother said she fears her sweet and gentle son will forever seem like a little boy. "All these things that a 9-year-old would have, he doesn't have," she said. "He's oblivious to everything around him."



AP Philadelphia Common Pleas Judge Paul Panepinto

Anytime a child gets a blood test for lead, the results are entered into a statewide database. A city nurse routinely checks the database to identify children with high lead levels. If a level is 10 or higher, a city health inspector visits the home to check for lead contamination, generally within a month or so.

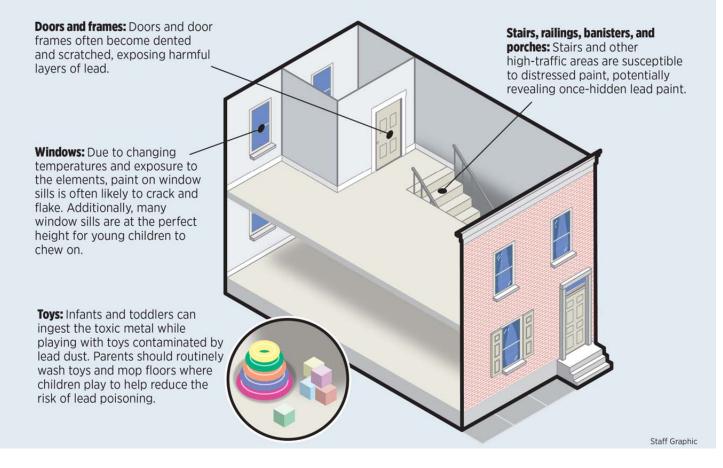
In Jalen's case, it took five months for the inspector to visit. Health Department spokesman Jeff Moran said the agency had trouble locating the family because the pediatrician's office had provided an old address.

The inspector found flaking lead paint on the wood around seven windows, including the one in Jalen's bedroom. The city ordered Panepinto to paint or replace them within 10 days.

Resource: Where is lead found in the home?

# Where Are Lead Hazards Found In the Home?

Lead was used in a variety of common household items until it was banned in 1978. Decades later, however, many homes are still full of dangerous lead paint. While painting over the contaminated walls and fixtures will temporarily prevent lead exposure, the wear-and-tear of life often exposes the toxic lead paint below.



After 20 days, the city came back, found that Panepinto hadn't done the repairs, and told him in a Feb. 1, 2011, letter that it "is proceeding with legal actions."

As a judge, Panepinto occasionally handled Lead Court cases over the years and for a time had been supervisory judge of Family Court.

Panepinto did not reply to numerous messages left at his office and his home. But a lawyer for the judge, Paul Masciantonio, wrote in a recent email: "In 2011, Judge Panepinto was notified to remediate the premises and he complied. Judge Panepinto had no prior knowledge of any issues with respect to this premises and no knowledge of any children residing at this property. No children should have been residing at this property."

On Feb. 25, 2011, the Health Department determined that Panepinto had remediated the lead and the case was closed that April.

A public health staffer helped arrange speech and occupational therapy for Jalen.

"The city was actually very, very helpful afterward," Absolum said.

Absolum said her son likely will spend his remaining school years in special education, which economists estimate costs public school systems about \$17,000 a year extra per child.

He reads at a kindergarten level, she said. He is impulsive, runs into the street, and can't read emotion on others' faces.

Doctors use *delayed* to describe Jalen, a word Absolum believes gives parents false hope. "This is not a delay — it's a permanent condition," she said. "It's irreversible and the sooner parents understand that this is permanent, it's better for them to understand."

Absolum said she had to go through "a grieving process" to accept that Jalen faces a lifelong struggle. She still can't help but compare her 9-year-old son to the children of her friends and to those she cares for as a nanny for families on the Main Line.

"It's very hard for [me] to see other friends with kids who are doing this and doing that and they just have it together and you can't talk about it," she said.

### Highest lead level in years

Andrew Irby got Marvin Harrison on the phone and told the Hall of Famer that one of his sons was in the emergency room, extremely sick from the chipping and peeling paint in the home on Ringgold Street.

Harrison, a former Roman Catholic High star, who used to be what Irby called one of his "favorite NFL legends," brushed him off, saying most houses in Philadelphia have lead in them, Irby said.

He blamed Harrison for making his kids sick and wanted him to do something immediately. The conversation turned heated, with both men swearing, Irby said.

Harrison did not return several phone calls or reply to messages from a reporter.

# How Lead Affects a Child's Body

#### Brain

Exposure to lead can result in brain damage and has been linked to lowered IQ, ADHD, hearing loss, blindness, and damaged nerves. Acute exposure can cause convulsions, loss of body movement, coma, stupor, hyperirritability, and even death.

#### Stomach and Kidneys

Sever lead exposure can create intense abdominal pain and cramping. Chronic exposure can cause chronic inflammation, which can lead to kidney failure, bloody urine, fever, nausea, vomiting, drowsiness, coma, weight gain, confusion, rash, and urinary changes.

SOURCE: CDC

At St. Christopher's, doctors did tests on Murad but fortunately did not find chips of lead paint in his

#### Heart and Blood

Studies suggest that adults who endured lead poisoning as children had significantly higher risks of high blood pressure 50 years later. Lead inhibits the body's ability to make hemoglobin, which can lead to anemia. This reduces oxygen flow to organs, causing fatigue, lightheadedness, rapid heartbeat, dizziness, and shortness of breath.

#### **Reproductive System**

A moderate exposure can not only lower sperm count, but can also damage them. Chronic exposure can diminish the concentration, total count, and motility of sperm, though it's unclear how long these effects last after the exposure ends.

#### Bones

Lead may impair development and the health of bones, which can slow growth in children.

ROBERT WEST / Staff Artist

stomach nor was he anemic, which is associated with lead poisoning. Murad and Jihad were particularly

vulnerable to lead hazards because they were born premature, each weighing 3½ pounds and exhibiting an anemia-related disorder called hemoglobin Bart's.

Because Murad's lead level was so astronomical, at 46 — the highest the public health department had seen in years — the hospital alerted the city's Department of Human Services. A staffer there told Aisha Stafford that she had to find a safe place for both of her boys to live. Stafford took them from their \$725-a-month, redbrick rowhouse on a slice of a street in Brewerytown and sent them to live with her sister in South Philadelphia. Both boys started to get speech therapy twice a week.

Stafford felt trapped, unable to come up with the two months' rent and security deposit typically required to lease a new place.



GENE J. PUSKAR / AP, File NFL Hall of Famer Marvin Harrison owns 85 properties

Harrison, 44, is president of Harrison Inc. and Morris-Harrison Inc., which together own 85 properties, including a sports bar, Playmakers, and Chuckie's Garage. Most of them are within 15 blocks of one another in Brewerytown. Some are renovated with new windows and gleaming hardwood floors. Some look aged and worn. Other properties are vacant lots, a few with rusted old cars.

Harrison is practically a king on these streets, where he grew up and never really left. This rough-andtumble neighborhood, about eight blocks up a hill north of the Philadelphia Museum of Art, has one of the highest rates of childhood lead poisoning in the city, 13 percent, an analysis of federal data shows. Just a little farther north is ground zero: Strawberry Mansion, where 21 percent of children tested had lead poisoning.

In January, four months before the emergency-room visit, a city health inspector found chipping lead paint and residue throughout the Ringgold Street house. The Health Department, which requires landlords to use certified workers to remove lead hazards, ordered Harrison to make the repairs within 30 days.

Inspectors flunked the house again for lead in late February.

In May, the Health Department nurse learned that Murad's blood-lead level had spiked to 46, sparking the ER visit. Jihad's was also extremely high, at 23.

Within a day, department staffers were at the home. Stafford told them that Harrison had sent over an uncertified worker who did repairs "incorrectly," according to a court record. "My child was still able to peel the paint off the window sill — it was horrible," she later said in an interview.

The Health Department did a "super clean" at the rental house to remove all lead chips and dust, and 12 days later had workers start to prime and paint all the unsafe surfaces.

When Harrison got word of the city's abatement work, he went to the Ringgold Street house to ask the workers what they were doing there, court records show. The next day, he told their supervisor he already had completed most of the repairs.

But "it wasn't to the city's liking," said Harrison's lawyer, David Denenberg. "We didn't ignore it."

But city inspectors still found lead, and completed the work. The city took Harrison and Harrison Inc. to Lead Court later that May.

It wasn't his first involvement in Lead Court. Years earlier, in a house about two blocks away on West College Avenue, a 1-year-old girl had tested high for lead. After the house failed a second inspection, the city took Morris-Harrison Inc. to court. The company made the repairs.

#### Graphic: What are other cities doing about lead?

#### Philadelphia Lags Behind Other Cities

Nearly two decades after the nation's political leaders vowed to end childhood lead poisoning, the task remains unfinished. Some cities are fighting an old, persistent problem - children plagued by lead paint in poor-quality homes -- in more aggressive ways.

	Comprehensive inspections of flagged landlords	Proactive inspections in high risk areas	Routine Inspections of all units
Philadelphia	×	×	×
Portland, Ore.	When a landlord is flagged for a lead-poisoned child in one home, city workers inspect other homes owned by that landlord.	×	×
Oakland, Calif.	×	A proactive enforcement program is focused in high-risk, low-income neighborhoods.	×
Boston	×	✓	All rental units need to be registered annually and inspected every five years.
Los Angeles	×	1	All rentals are inspected for lead on a four-year cycle.
Rochester, N.Y.	×	City workers perform a dust-wipe test before clearing a house for rental in hot-spot neighborhoods.	All rentals are inspected for lead every three years.

SOURCE: Strategies to Address Unsafe and Unhealthy Housing in Philadelphia, Temple University Beasley School of Law

Unlike Philadelphia, other cities target first-time offenders to prevent future cases. In <u>Portland</u>, <u>Ore.</u>, once a landlord is flagged for a lead-poisoned child, city workers inspect any other homes owned by that landlord. <u>Rochester</u>, <u>N.Y.</u>, requires that all rentals be inspected for lead every three years; in hot-spot neighborhoods, Rochester tests all homes before they can be rented.

In Philadelphia, property owners can rent homes without a city inspection for lead hazards or any violations. They simply pay \$50 to get the required rental license. Landlords have only bothered to get a license for about one-third of the city's 250,000 rentals. They are almost never penalized.

Since 2012, landlords have to provide proof their homes are lead-free or lead-safe for families with young children. But most fail to provide the certificate to the public health department and the tenant, and the city doesn't hold them accountable. In fact, less than 1 percent of landlords comply, public health officials estimate.

Harrison Inc. never filed the certification with the Health Department before he rented to Stafford and Irby in 2015, court records show.

In this case, the city did ask a Lead Court judge in October to hold Harrison personally accountable, not just Harrison Inc.

The city requested a judge to fine them \$2,000 for every day that Harrison and Harrison Inc. had been in violation of the certification law.

The city also asked that Harrison and Harrison Inc. be fined \$300 a day for each day they had collected rent from Stafford and Irby while failing to comply with a February lead-abatement order.

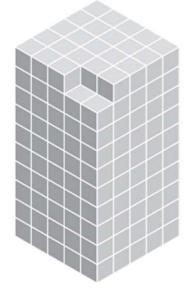
Denenberg said his client is not responsible. "Marvin Harrison does not own the house. Harrison Inc. owns it."

Denenberg said that Harrison and Harrison Inc. are not one and the same and that Harrison did not sign Irby and Stafford's lease.

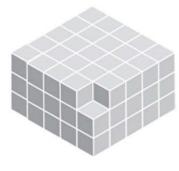
The city argued that Harrison Inc. is Marvin Harrison's "alter ego," and was formed to mask his ownership and insulate him from liability.

The city Health Department shelled out \$2,297 to remove the lead hazards at the Ringgold Street home. The city asked a judge to make Harrison foot the bill. Denenberg said Harrison Inc. has offered to pay. A hearing is scheduled for Tuesday.

# Many Rental Properties, Few Are Proven Lead-Safe



Housing experts estimate that there are **248,000** rental units in Philadelphia.



But the Department of Licenses and Inspections says only **74,000** rentals have the required rental license.

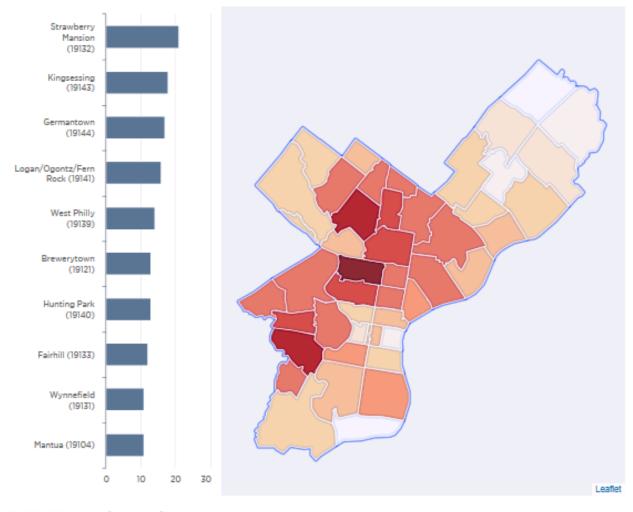
City law requires landlords with pre-1978 properties renting to families with children under the age of 7 to obtain a lead-free or lead-safe certificate. Officials estimate only 1 percent of landlords have complied.



Only **1,596** landlords have submitted a certificate since 2012. Case ID: 180301563 <sub>Staff Graphic</sub> Last month, the Irby twins moved back home while their parents search for another place to live.

## **City Neighborhoods Hit Hardest by Lead**

These zip codes have the highest percent of children tested in 2014 who had a blood lead level (BLL) of at least five micrograms per deciliter – the level the Centers for Disease Control and Prevention (CDC) has used since 2012 to indicate public health officials should intervene. In Philadelphia, health officials only inspect houses for lead after a child reaches a level of 10 or above.



SOURCE: CDC; Inquirer/Daily News/Philly.com analysis

# A trail of toxic confetti

The city relies on Lead Court to hammer landlords into compliance. But the system is far from perfect. And in some cases, it's ineffective, particularly when up against landlords who repeatedly shrug off city laws.

Take the case of Simon Bouhadana, of Brooklyn, president of Home 4 Rent, which owns 53 properties in Philadelphia.

Home 4 Rent rented a house in the city's Germantown neighborhood to Gregory Jackson and his longtime girlfriend, Sophia Pope, for \$750 a month. Jackson and Pope moved into the two-bedroom house on Bonitz Street with their four young children in March 2014. At the time, the couple's youngest son, Vaughn, was only 6 months old.

That meant Home 4 Rent, under the city's 2012 law, was required to hire a trained professional to take dust samples from the house and certify that the house was lead-safe before the family moved in. The landlord was supposed to file the certificate with the Health Department and provide a copy to Jackson and Pope to sign.



**CBS NEW YORK** 

Simon Bouhadana of Brooklyn, president of Home 4 Rent, which owns 53 properties in Philadelphia.

The city said the landlord didn't file a certificate.

Jackson and Pope had no idea that the house was toxic. Tests by the Health Department would later show lead paint was everywhere: on the walls that Vaughn hugged as he learned to walk, on the stairwell banister that he gripped with tiny hands, in the basement that doubled as a play space on cold and rainy days, in his bedroom, on the windowsills in the living room where Vaughn liked to perch — his place to peek out on the world.

By age 2, Vaughn's blood lead level was a 12.

"I was super stressed because we didn't have the money to just up and move," said Pope, 32, who earns \$10.45 an hour as a manager at a Burger King. Jackson, 41, works in an insurance company mail room and makes \$13.69 an hour.

He pressed Bouhadana to have the house fixed. But Jackson said Bouhadana seemed indifferent, using the landlord mantra that all old houses have lead, Jackson recalled.

"I'm like, 'Oh, OK, all old houses have lead, but OK, you don't live here," Jackson said. "'You live in New York. And your kid doesn't have lead. My kid has lead."

Bouhadana did not return three phone calls or respond to a note left at his Brooklyn home, where a Mercedes sat in the driveway and a woman told a reporter, through an intercom at the front door, to leave.

In early November 2015, the city sent Home 4 Rent a letter ordering the landlord to remove the lead hazards or face fines. If not, Jackson and Pope had the right to withhold rent and the landlord could not evict them, under the city health code.

It was only then that Bouhadana drove down from Brooklyn. He looked Jackson in the eye and shook his hand, "man to man," promising to get workers out to remediate, Jackson said.

Before parting, Jackson said he handed Bouhadana November's rent in cash.



Gregory Jackson and longtime partner Sophia Pope with their son Vaughn Jackson, 3, at their home in Germantown. Sophia and Gregory are happy that Vaughn is once again more active and alert, but they have concerns for his future development.

**PreviousNext** 

November came and went and no work was done.

In December, the city moved to take legal action against Home 4 Rent.

The city told Jackson and Pope in a letter that the landlord was "prohibited from collecting rent" and "cannot evict you through court action."

A few days after Home 4 Rent was issued a court summons, three workers showed up at the rental house. Under local and federal laws, those workers were required to be certified in lead-paint removal and follow strict rules. For example, work cannot be done when children are present. Nor can workers use open-flame torches, sandpaper, and chemicals to remove lead paint.

#### Resource: What can I do about lead paint in my house?

#### How to deal with lead paint in older homes Lead exposure can be prevented, but improper remediation techniques can cause harm. Use the following check list to make sure you and your family are kept safe. Don't Do +When considering a pre-1978 house to rent for you and your children, ask \*Don't allow children to chew on painted surfaces. the landlord for a copy of a certificate showing it's lead-free or lead-safe. \*Don't allow an uncertified contractor to work in your home. Alert your landlord to any chipping or peeling paint, especially on \*Don't allow children or pregnant women around any lead paint removal windowsills, doors and stair rails, work until clean-up is complete. +Regularly wet-moo floors and vacuum with a HEPA-filter to trap any lead \*Don't use an open-flame torch to remove lead paint. dust. Don't use sandpaper on surfaces with lead paint. +Clean window frames and sills weekly with warm water and an all-purpose cleaner. \*Don't use a heat gun at temperatures greater than 1100° F. +If you own your home and want to abate lead paint yourself, seal off rooms \*Don't use an electric heat sander without a HEPA attachment to capture with plastic sheeting and use drop cloths to contain lead dust. dust. +Cover windowsills with vinyl or aluminum or replace windows and doors \*Don't power wash without a method to trap the water and paint chips. with new ones. \*Don't burn lead debris. +If you choose encapsulation, use a special paint-like coating (search "lead paint encapsulation" online) that bonds with and seals in lead paint. If you or your landlord hire a contractor, make sure the contractor is certified in lead abatement. +When the work is done, wet mop with plenty of rinse water, and make sure no dust, paint chips or debris remain.

One worker, however, began using a blowtorch to burn paint from the walls, windowsills, and baseboards, Jackson and Pope said. Another splashed the walls with paint stripper. As the paint began to bubble and crack, the workers scraped and sanded it off.

Jackson, with the city's guidelines in hand, tried to stop them. "Look, it says directly on the paper, 'Warning, do not burn anything.' You are contaminating everything," he said he told them.

Jackson said the workers kept on, burning and scraping, leaving a trail of toxic confetti.

Frustrated and panicked, Jackson took cellphone photos and texted them to the Health Department. The kids were sent to a relative's house a few blocks away.

The city quickly issued a "cease and desist" order to Home 4 Rent that read, in part: "The practice of burning leaded paint and doing lead hazard control while the family is present must immediately stop. When lead paint is burned, it aerosolizes and exposes everyone in that household environment to a high concentration of lead by the most efficient route of exposure, inhalation."

Jackson and Pope said they were deeply worried for their kids. So was the Health Department, which urged them to get all four kids retested for lead.

It came as no surprise that Vaughn's lead level had climbed to an 18. And the amount of lead in their oldest son's bloodstream rose to a 6, according to test results.

Jackson and Pope withheld December's rent for the contaminated home and continued to look for a new place to live.

In early January, a lawyer for Home 4 Rent filed eviction papers against them in Landlord-Tenant Court.

The couple said they only learned about the eviction action when a prospective landlord, after doing a background check, told them he was wary of renting to them.

Home 4 Rent claimed that Jackson and Pope owed it \$2,059 — \$1,500 for December and January rent, \$114 in late charges, and \$445 in legal fees.

At the Landlord-Tenant Court hearing, the eviction case was dropped. Bouhadana and Home 4 Rent could have been fined up to \$300 a day for trying to evict them, but they were not.

#### Graphic: What is the cost of ignoring lead hazards?

#### The Cost Of Ignoring Lead Hazards

Safely protecting children from dangerous lead paint can be expensive, typically adding thousands of dollars in home repairs. But painting and replacing windows and doors can result in significant societal benefits. For each dollar spent to protect children from this toxic metal, the Economic Policy Institute estimates social benefits of \$17.43

\$1		Lost Earnings	\$261.69
		Lost Tax Revenue	39.65
		Criminal Activity	2.70
		Lead-linked ADHD cases	0.43
		Special Education	0.05
0 17 42		Health Treatment	0.16
\$17.43		Total	\$304.67
	Total cost of lead control		17.48
	Total net benefit		287.19
	Cost-benefit		\$17.43 saved for each \$1 spent on removal

After the family moved into a different house in March, they repeatedly asked Bouhadana for their \$750 security deposit, but he refused, Jackson and Pope said.

Bouhadana personally faced as much as \$4,500 in possible fines for failing to eliminate the lead hazards at his Bonitz Street house. On April 7, a judge in Lead Court penalized him and Home 4 Rent \$500 and gave 30 days to pay. The fine remains unpaid, court records show.

The Health Department deemed the house in compliance with health codes for lead in June and a judge closed the case.

The long, toxic odyssey of the Bonitz house appeared to be over, but a reporter wanted to be sure.



A view of the 1900 block of Bonitz Street, where Gregory Jackson and Sophia Pope's youngest son was poisoned by lead paint in a home they rented. More than 90 percent of the houses in Philadelphia were built before the 1978 lead-paint ban. <u>PreviousNext</u>

### New tenants, new test for lead

By the end of the summer, new tenants had moved in: Juanita Mickens, 94, and her 56-year-old niece, Camilla Hardee Mickens.

On a visit last month, it was clear the living-room walls, once scorched by flames to a brown-yellow hue, had been repainted, now steel blue. The trim and baseboards had a fresh coat of white paint.

It looked as if the landlord had indeed taken care of the lead problem, just as the city had concluded. But friction from opening windows and doors can wear off surface paint and reexpose underlying lead paint, especially from substandard work.

The Mickens women were having a kind of housewarming party for extended family, and welcomed in a reporter. They crowded into the living room to watch a movie and eat pizza, loudly talking over its sound track. A 4-year-old boy, the great-nephew of Camilla, sat on a velvety new couch.

The Mickens women were told of the home's toxic history and gave permission for a swipe test, using a "lead check" swab from a hardware store. The swab turned red, indicating lead paint. They accepted a reporter's offer to have the home tested by experts for unsafe levels of lead.

In September, a state-licensed, lead-risk assessor, Criterion Laboratories of Bensalem took dust-wipe samples throughout the house.

Four of the eight areas tested for lead dust came back as hazardous: the basement floor, a stairwell step leading up to the second-floor bedrooms, a bedroom windowsill, and the foyer floor at the front door.

A sample from the floor of the unfinished basement, where the previous tenants' kids often played, tested at 766 micrograms of lead in dust per square foot — 19 times higher than the residential limit set by federal regulations.

Lead dust at dangerous levels, invisible to the eye, was lying in wait for its next likely victim.

#### lakerb@phillynews.com, 215-854-5933, @barbaralaker

#### ABOUT THIS SERIES

"Toxic City" is an ongoing series that examines how environmental hazards in Philadelphia harm poor and minority children and others. The project is supported by a grant from the University of Southern California Center for Health Journalism and the Dennis A. Hunt Fund for Health Journalism.

TOOLS Lead Risk Map Find out if your neighborhood is a high risk for lead exposure. How to deal with lead paint Learn how to properly deal with lead paint in your home. <u>City neighborhoods hit the hardest by lead</u> See what parts of the city have had the highest rates of lead poisoning. ABOUT THE AUTHORS **Barbara Laker** has been a reporter for more than 30 years, including 23 years at the Daily News. She and **Wendy Ruderman**, won the 2010 Pulitzer Prize for Investigative Reporting for a series about police corruption. Ruderman has worked for both the Daily News and Inquirer since 2002. **Dylan Purcell**, who specializes in data analysis, joined the Inquirer in 1998 and was a member of the reporting team that won the 2012 Pulitzer Prize for Public Service for its examination of school violence.

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# **EXHIBIT D**





# **EXHIBIT E**



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:	602421
Date of Notice:	09/01/2017

HOME 4 RENT 3396 BEDFORD AVE BROOKLYN NY 11210

Property In Violation: 816 E STAFFORD ST

Dear Sir/Madam,

On 08/24/2017 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 10/05/2017 to determine compliance with this order.

If you have any questions regarding this notice please contact Inspector Charlene Jones (Charlene.T.Jones@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:** 

A fire alarm and or automatic detection system is required per section F-907.1 Location: FOR PROP LOC @ 816 E STAFFORD ST ALL THREE FLOORS

Carbon monoxide detector required per section F-908.7.6 Location: FOR PROP LOC @ 816 E STAFFORD ST OUTSIDE 2ND FLOOR SLEEPING AREA

ALL SIDEWALKS, WALKWAYS, STAIRS, DRIVEWAYS, PARKING SPACES AND SIMILAR AREAS SHALL BE KEPT IN A PROPER STATE OF REPAIR, AND MAINTAINED FREE FROM HAZARDOUS CONDITIONSPM-302.3 Location: FOR PROP LOC @ 816 E STAFFORD ST FRONT SIDEWALK REPAIR

1 of 3



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: 602421

EVERY EXTERIOR STAIRWAY, DECK, PORCH AND BALCONY, AND ALL APPURTENANCES ATTACHED THERETO, SHALL BE MAINTAINED STRUCTURALLY SOUND, IN GOOD REPAIR, WITH PROPER ANCHORAGE AND CAPABLE OF SUPPORTING THE IMPOSED LOADS. PM-304.10 Location: FOR PROP LOC @ 816 E STAFFORD ST REAR YARD STEPS, FRONT STEPS GOING TO PORCH

EVERY HANDRAIL AND GUARD SHALL BE FIRMLY FASTENED AND CAPABLE OF SUPPORTING NORMALLY IMPOSED LOADS AND SHALL BE MAINTAINED IN GOOD CONDITION PM-304.12 Location: FOR PRO LOC @ 816 E STAFFORD ST FRONT STEP HANDRAIL

Doors, windows, and openings from the roof or other areas shall be maintained in good repair. They shall be securely locked, fastened, or otherwise secured. Sealing with boards or masonry or other materials that are not windows with frames and glazing or entry doors shall not constitute good repair or being locked, fastened or otherwise secured.

Location: FOR PROP LOC @ 816 E STAFFORD ST

DINING ROOM WINDOW, FRONT DOOR WINDOW SIDE

ALL FOUNDATION WALLS SHALL BE MAINTAINED PLUMB AND FREE FROM OPEN CRACKS AND BREAKS AND SHALL BE KEPT IN SUCH CONDITION SO AS TO PREVENT THE ENTRY OF RODENTS AND OTHER PESTS PM-304.5

Location: FOR PROP LOC @ 816 E STAFFORD ST REPAIR REAR WALL UNDER WINDOW

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: FOR PROP LOC @ 816 E STAFFORD ST

DINING ROOM & KITCHEN CEILINGS, WALL IN KITCHEN

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: FOR PROP LOC @ 816 E STAFFORD ST PIPE IN CEILING LEAKING CAUSING DAMAGE TO CEILINGS IN KITCHEN & DINING ROOM

**RIGHT TO APPEAL** 

2 of 3



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: 602421

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.

3 of 3

## **EXHIBIT F**

#### Simon Bouhadana,

We are your tenants at 816 E. Stafford St, we are writing this letter to inform you that rent will continue to not be paid because you have failed to make sure this house is safe and livable since we signed the lease and moved in on 06/02/2017. It is now the middle of august and we still do not have running hot water, we have made sure that the gas is on so that is not the issue. You are aware of the plumbing/leaking pipe issue since June because you had a plumber come out here to asset why there was no water running in the house because PGW could not solve the issue and he made it known that the ground had to be dug up, the pavement to fix the issue. Instead of having him come back or another professional plumber to fix the problem you hired your own personal maintenance men who came out here at the end of June and dug the hole, however; it is now mid-August the hole is still out there and the pipes are still leaking and we still DO NOT have running hot water in the house because the men you hired do NOT know what they are doing.

Despite us trying to reach out to you via phone calls and text messages as well as contacting the men YOU hired you all have failed to keep proper communication with us as well as making sure the YOUR tenants people who paid you \$2,850 to move in to this house are living comfortably here all the while knowing that there is a pregnant woman and three-year-old residing at the residence. The maintenance men you hired are unprofessional rude and fail to complete any tasks set for them, they come to work when the feel like it, leave the front door open when they leave the premises unannounced and are disrespectful to the pregnant tenant living there. We have been here over two months and have not been able to take a hot shower one day in this house, instead we are force to go to relatives houses or fill up water jugs in the bathroom (the only place water runs in the house and cold water at that) then take it to the stove and boil them one by one and then transport the scolding hot water back up the steps just to wash ourselves which is very difficult for a pregnant woman to do seeing as though the man of the house is not home as often as her. We have not lived a comfortable day in this house because we never know when your men are coming to work (which is usually unannounced), we cannot properly clean ourselves due to an issue you failed to get fixed in a timely fashion, there are still repairs inside and out of the house that you and your men are continuing to ignore like the backyard we have never been able to use because of the broken steps and lack of a hand rail as well as the three holes that your men cut into the ceiling of the dining room and kitchen (one of which over the stove I have to cook on).

We came to view this house back in March of this year and the move in date was changed on us three time. We assumed that this was because you wanted to make sure the house was livable and ready for tenants, but that was surely not the case. The sink that was put in here right before we moved in does not work so we have to once again fill up jugs of water in the bathroom and pour them in the sink just to be able to wash dishes and when we drink the sink water pours into the cabinet under the sink causing mildew as well as leak into the basement a problem we made sure you knew about over three weeks ago when you popped up unannounced as well as text messages we sent to your men two week prior to that and have yet to be fix. Also, the "brand new" hot water tank that was supposedly put in the house the day before we moved in has an ignitor that doesn't work an issue that we also bought to your attention when you popped up as well as texted your maintenance men about that you have still not replace although when you were here you and your main maintenance guy said that you would replace that day you came. We do not feel safe or comfortable in this house nor around the men you hired. So, as stated before rent will not be paid until you provide us with the proper living conditions we deserve as your tenants, and please hire professionals who know what they are doing.

> Sincerely, Your tenants at 816 E. Stafford St

# **EXHIBIT G**



*Customer Service Unit* N. 29<sup>th</sup> Street & W. Cambria Street Philadelphia, Pennsylvania 19132 Office: (215) 685-9651 Fax: (215) 228-7473

The Philadelphia Water Department 01563

-80

## SHUT OFF NOTIFICATION

Date: 9/12/17	Date of Notice:	
Service Address: 8/6 E Staf Gord	51	W,O, #
Crew Chief/Inspector:		Radio No. <u>/13</u>
Plumbing Defect(s): Leah ow wat w	11ve 1-6	
Required Permit(s): <u>Footway</u>		

Dear Water Department Customer:

**Non-Compliance**: The property listed above received a Plumbing Notice of Defect from the Philadelphia Water Department. The defect poses imminent danger to public health, safety and/or the City's infrastructure. The water service to the property has been SHUT OFF, due to your failure to respond to the Notice of Defect. You must hire a **licensed, registered plumber** to make the necessary repairs. Note: Please make sure that your plumber obtains all necessary permits. Any work conducted without the necessary permits is considered incomplete.

Incomplete Repairs: The property listed above received a Plumbing Notice of Defect from the Philadelphia Water Department. It has been determined that your plumber did not completely repair the noted defect(s). The water service to the property has been SHUT OFF, due to your failure to respond to the Notice of Defect. Your licensed, registered plumber must complete the repairs and/or acquire the necessary permit(s) IMMEDIATELY. Note: Any work conducted, without the necessary permits are considered incomplete. You may be required to have your plumber re-excavate, at your expense, to prove that your defect has been corrected.

Investigation Request: The Philadelphia Water Department requires access to your property to conduct a plumbing investigation to determine the cause of a problem at a nearby property or location. Notification(s) have been left at your property requesting you contact the Water Department to schedule the inspection. Due to our inability to gain access and your failure to schedule an appointment, the water service to the property listed above has been SHUT OFF. Your water will remain off until the inspection is conducted.

You may be responsible for costs incurred by the Philadelphia Water Department for any actions deemed necessary by the Department to protect public health, safety, and/or the City's infrastructure. If the defect has been repaired or is in the process of being repaired, if the necessary permit(s) are acquired, or if you would like to schedule an internal inspection of your property, contact Customer Service at (215) 685-9651 to speak with a Field Supervisor.

If your water was shut off due to a Notice of Defect, the plumber may only restore the water to the property if all necessary repairs were made and all permit(s) obtained. If an attempt is made to restore your water illegally, the Philadelphia Water Department will shut your water off at the ferrule and you will incur the cost.

\*\* Suspension of water service may affect your fire suppression system if a single/combined comestic and fire service serve the

## **EXHIBIT H**

## GLENN M. ROSS, P.C.

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

Glenn M. Ross Elena M. Baylarian

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

September 18, 2017

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

RE: 816 E. Stafford St

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

Your right to possession under the lease has been terminated for your failure to pay rental. There a balance due of  $\frac{$3,951.00}{$1,951.00}$  which includes unpaid rent, late fees and legal fees. Pursuant to the above, you must vacate the premises and deliver possession to the owner ten (10) days from the date of this letter.

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

You are responsible for the payment of rent under the lease until the end of its current term, or until the date the premises are rerented. 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,

GLÉNN M. ROSS GMR/lcp cc: Home 4 Rent, Inc

September 18, 2017 Page 2.

### STATEMENT OF AMOUNTS DUE

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

September 18, 2017 Page 3.

#### NOTICE

## PURSUANT TO THE FAIR DEBT COLLECTIONS ACT

1. The amount of the original debt as of the date of the Notice of Unpaid Rental Charges is set forth in the notice to which this document is attached.

2. Claimant/Creditor who is identified in the Notice of Unpaid Rental Charges is the Creditor to whom the debt is owed.

3. Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid.

4. If you notify this office in writing within thirty (30) days from receiving this notice, this office will obtain verification of the debt and mail it to you.

5. If you request this office in writing within thirty (30) days from receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

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

# **EXHIBIT I**



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

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

Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

### LANDLORD AND TENANT COMPLAINT

Date Filed: 09/26/2017	# LT-17-09-26-6125	
HOME 4 RENT INC	CORRINE LYNELLE MORRIS, AKA/DBA: AND ALL OCCS	
3396 BEDFORD AVENUE	816 E. STAFFORD STREET	
BROOKLYN, NY 11210	PHILADELPHIA, PA 19138	
	CHARLES W. HAGOOD, JR., AKA/DBA: AND ALL OCCS	
	816 E. STAFFORD STREET	
	PHILADELPHIA, PA 19138	
Plaintiff(s)	Defendan	t(s)

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

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

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

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

Filing Party: GLENN M ROSS 566 SOUTH BETHLEHEM PIKE, FORT WASHINGTON, PA 19034		<b>Phone Number:</b> 215 643-7200
I am an attorney for the plaintiff(s), the plaintiff's authorized representative or have a power of attorney for the plaintiff(s) in this landlord tenant action. I hereby verify that I am authorized to make this verification; that I have sufficient knowledge, information and belief to take this verification or have gained sufficient knowledge, information and belief from communications with the plaintiff or the persons listed below and that the facts set forth are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities. If I am an authorized representative or have a power of attorney, I have attached a completed Philadelphia Municipal Court authorized representative form or a completed power of attorney form.	SUMMONS TO THE DEFENDANT: You are hereby ordered to appear at a hearing scheduled as follows: LOCATION (SITO): 1339 Chestnut Street 6th Floor Philadelphia, PA 19107 Hearing Room: 3	CITATION: Al demandado por la presente, usted esta dirijido a presentarse a la siguiente: DATE (FECHA): October 23rd, 2017 TIME (HORA): 12:45 PM
GLENN M ROSS		
Signature Plantiff/Attorney		
NOTICE TO THE DEFENDANT: YOU HAVE BEEN SUED IN	NOTA IMPORTANTE PARA EL A	CUSAPO; LETED HASEIPO156
COURT. PLEASE SEE ATTACHED NOTICE.	DEMANDO EN CORTE: POR FAV	VOR MIRĂ PAPELE ESCRITĂ.

# **EXHIBIT J**



