

EXHIBIT A

THE CITY OF PHILADELPHIA



FAIR HOUSING COMMISSION
Curtis Center Building
601 Walnut St, 3rd Floor, Suite 300
South
Philadelphia, PA 19106
Telephone (215) 686-4670
Fax # (215) 686-4684

David T. Rammler, Esquire
Chairperson
Rue Landau, Esquire
Executive Director

Brenda Harrison
6803 Emlen St., Apt. 407
Philadelphia, PA 19119

vs.

Docket #: F17-04-2814

Pelham Court LP
1412 Avenue M Suite 2513
Brooklyn, NY 11230
Landlord

Pelham Court LP
P.O. Box 945
Lakewood, NJ 08701
Landlord

Rushmore Management
6803 Emlen Street, Front Office
Philadelphia, PA 19119
Agent

FINAL ORDER

On May 23, 2017, the Fair Housing Commission heard the above cited matter; and, the following ORDER was issued, in accordance with the Philadelphia Fair Housing Ordinance, and §§ 9-801, 9-804, 9-805, and/or 9-806 of The Philadelphia Code:

1. On May 23, 2016, the Fair Housing Commission heard this matter for the 1st time.
2. Present at the May 23, 2017 hearing were Tenant Brenda Harrison and, for the Landlord, Rimma Ambartsoumian, Property Manager, and Binyomin Weinberg, Property Manager.
3. Evidence presented at the May 23, 2017 hearing is included in Paragraphs A through V below.
 - A. The Tenant testified, on December 20, 2004, she moved into the property located at 6803 Emlen St., Apt. 407, Philadelphia, PA.
 - B. The Tenant testified, as of May 23, 2017, she still resides in the unit.

- C. The Tenant testified rent is \$1125 per month plus an additional \$37 for electric service.
- D. The Tenant testified she filed her April 21, 2017 Fair Housing Commission complaint after she received a notice from the Landlord, dated April 20, 2017, that threatened eviction because she withheld a portion of rent.
- E. The Tenant testified she withheld rent because the elevator in her building was out from March 10, 2017 through March 29, 2017.
- F. The Tenant testified she is on the 4th floor and has mobility issues and, without the elevator, she was confined to her apartment for 19 days.
- G. The Tenant testified she withheld \$12.09 per day for 19 days in March 2017; the Tenant presented a document from Citizens Bank that showed \$229.84 in the account.
- H. The Tenant testified she notified the Landlord that she intended to deduct a portion of her rent was on the day she paid rent, April 12, 2017.
- I. The Tenant submitted a copy of a letter she gave to the Landlord, dated April 12, 2017, that stated she withheld \$229.84 for 19 days when the elevator was inoperable. This letter further stated that, due to the Tenant's disabilities, the lack of elevator service rendered her unable to leave her apartment to perform any day-to-day tasks outside of her unit.
- J. The Landlord testified, on March 1, 2017, his company took over the building.
- K. The Landlord testified, as a result of a fire or explosion in a nearby PECO Substation, there was a power outage in the entire building and block for about 36 hours.
- L. The Landlord testified when the power came back on, there was an electrical surge in the building which caused the wiring in the elevators to be dislodged from the line.
- M. The Landlord testified technicians were in the building every day and worked for hours until the elevators were repaired.
- N. The Landlord testified he is aware there are on-going issues with the elevators and new elevators are being installed.
- O. The Landlord testified a deposit of \$210,000 was made on new elevators and work should start in about 2 weeks.
- P. The Landlord presented an invoice from Elevator Construction & Repair Co., Inc. for the replacement of 3 elevators in the property.
- Q. The Landlord verified he did send the Tenant a letter, dated April 20, 2017, that stated 'Past Due Rent – Second Notice' in reference to \$277.10 in outstanding rent. This letter further stated if payment was not received within 7 days, legal action would be taken, including but not limited to termination of the lease and eviction.

- R. On March 6, 2017, L&I issued a written report for case # 574713 that cited numerous common area code violations.
 - S. The Landlord testified L&I violations were corrected.
 - T. The Landlord presented an email, dated May 22, 2017, to L&I Inspector Lloyd Miner that stated all repairs were made.
 - U. On March 15, 2017, the Landlord renewed his rental license for the property.
 - V. Paragraph 8(a) of the written lease, entitled Destruction or Damage, states, in part, 'if the destruction or damage makes the property partly or completely unlivable, the tenant can choose to' move out as soon as possible or 'until the landlord repairs the damage, the rent is reduced by the percentage of the property that is unlivable'.
- 4. Pursuant to § 9-804(1) of The Philadelphia Property Maintenance Code, whenever any premises are found in violation of any provision of The Philadelphia Code and a notice of violation has been issued by any department or agency of the City, it shall be unlawful for any owner, landlord, agent or other person operating or managing such premises to terminate the lease; and, alter amend or modify any term or condition of any existing lease or arrangement of tenancy at the time notice of violation is issued until the violation has been corrected.
 - 5. Pursuant to § 9-804(2) of The Philadelphia Property Maintenance Code, it shall be unlawful for any owner, landlord, agent or other person operating or managing premises to terminate a lease with a tenant or make, alter, amend or modify any term or condition of any existing lease or arrangement of tenancy with a tenant in retaliation for the exercise of any legal right by the tenant.
 - 6. Pursuant to § 9-804(2)(d) of The Philadelphia Property Maintenance Code, in any civil proceeding involving this provision in which the notice of termination was found, a right of the tenant against the landlord, agent or other person operating or managing premises was exercised, or a correction made, whichever is the latest, it shall be the burden of the owner, landlord, agent or other person operating or managing such premises to prove that the notice was not given in retaliation for the exercise by the tenant of his legal rights.
 - 7. Under Pennsylvania law, the non-working elevator constituted a violation of the covenant of quiet enjoyment and Warranty of Habitability that justified a reduction in rent by the Tenant.
 - 8. On May 23, 2017, the Fair Housing Commission issued a Final Order that instructed the following:
 - A. The written lease states the Tenant has a right to withhold rent for any deprivation of services or benefits gained through the lease.

- B. The Landlord's April 20, 2017 letter to the Tenant which threatened termination of the lease and eviction is void pursuant to §§ 9-804(1) and 9-804(2) of The Philadelphia Property Maintenance Code.
- C. As the Tenant could not use the elevator for 19 days, the amount withheld by the Tenant was a fair reduction in rent based upon the reduction of services to the Tenant.
- D. The Tenant shall continue to occupy the premises pursuant to the terms and conditions of the written lease.
- E. The Landlord shall give the Tenant a 24-hour notice before entering the property or sending service contractors to the home to make repairs.
- F. Upon sufficient notice from the Landlord, the Tenant must make the property accessible to the Landlord and service contractors.
- G. There shall be no harassment or retaliation by either party.
- H. This matter is closed.



COMMISSIONER

FAIR HOUSING COMMISSION

Docket #: F17-04-2814

6/17/17

If you wish to appeal the Final Order of the Philadelphia Fair Housing Commission you must do so in the Court of Common Pleas. You do this by filing a Notice of Appeal with the Prothonotary of the Court of Common Pleas, Room 280 City Hall. You have thirty (30) days in which to file an Appeal of the Commission's Order. If you are the Tenant you will be required to put any Escrow monies into an account with the Prothonotary. The amount must be enough to bring you current and up to date with what you would have normally paid in rent.

If you wish to appeal this order or are named as a party in an appeal, it is strongly recommended that you get a lawyer. All appeals are governed by the Rules of Civil Procedure of the Court of Common Pleas and strict compliance is required. **IF YOU FAIL TO COMPLY WITH THESE RULES, YOU CAN LOSE YOUR CASE.** If you do not have a lawyer or cannot afford one, you may call the Philadelphia Bar Association, Lawyer Referral & Information Service, at (215) 238-6333, Monday to Friday, 9A.M. to 5 P.M.

EXHIBIT B



PELHAM COURT
APARTMENTS

Pelham Court LP
PO Box 945
Lakewood NJ08701

Brenda Harrison
6803 Emlen Street
Unit 407
Philadelphia PA 19119

Re: Notice Termination Lease and Notice to Increase Rent

Dear Brenda Harrison:

You now rent Apartment 407 located at 6803 Emlen Street Philadelphia, PA 19119 as a tenant.

TERMINATION OF OCCUPANCY. Your occupancy is TERMINATED (ended) as of 12/31/2017

DEMAND FOR POSSESSION. You must leave and vacate this property on or before that date (date of termination). This means you must move out and deliver possession to me, your landlord.

NOTICE OF RENT INCREASE. You may remain in the apartment if you choose to pay the following rent increase.

You are hereby offered a new tenancy at an increased rent. Your present rent is \$1,125.00. Your rent is being increased by 7.00% . Therefore, your new rent will be \$1,203.75 effective 1/1/2018. If you wish to remain as a tenant in this apartment, your new rent will be \$1,203.75 beginning 1/1/2018. Imposing this rent increase now shall not serve as a waiver of the Landlord's right to increase your rent on your next anniversary date. Your Anniversary date shall remain as 12/31/2018.

WINDOW GUARD OPTION. The tenant may have window guards installed by the landlord in the tenants apartment and the public halls, provided that 1- the tenant makes a written request to the landlord for such installation; and 2- A child 10 years of age or younger resides in the apartment or are regularly present in the apartment for a substantial period of time; and 3- the tenants apartment is located higher than the first floor. Tenants living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the tenants unit have access without having to exit the building. Window guards shall not be installed on any windows giving access to a fire escape. No tenant shall obstruct or interfere with the installation of the window guards and no tenant shall remove or otherwise render ineffective such window guards. The tenant shall grant the landlord access to the apartment to inspect each window guard in the apartment.

LEASE RENEWAL/ADDENDUM FOR HEATING COST ALLOCATION. Tenant shall pay to Landlord or designee of Landlord, the cost for energy utilized by Landlord to provide heat to tenant's apartment. During the heating season the Tenant's heating bill shall be composed of three parts:

- BA
1. Direct Heat-The energy consumed to provide space heating within the Tenant's apartment as monitored by the Landlord or designee of Landlord.
 2. Billing Cost-Tenant will be assessed an administrative fee of \$2.95 per billing period.
 3. Heat used to control the hot water temperature.

Energy charges per energy unit shall be equal to Landlord's cost for same energy or utility company's residential cost per unit. Landlord or designee of Landlord shall bill tenant monthly for such energy use. Payment for energy use shall be due on the due date stated on the monthly bill. Landlord reserves the right to charge 1.5% per month late charges on the past due balances. ALL ENERGY CHARGES ARE CONSIDERED RENT. THEREFORE IN THE EVENT OF NON-PAYMENT, THE LANDLORD MAY RESORT TO THE EXTRAORDINARY REMEDIES PROVIDED IN THE CASE OF LEASE DEFAULT, INCLUDING EVICTION.

BH

Please note the following: ~~Elevator use and maintenance is not an obligation of the Landlord to the Tenant. Therefore, Landlord does not accept responsibility for elevator down time due to mechanical error or maintenance. By signing this agreement, Tenant agrees as such and that there is to be no rent deduction due to elevator down time.~~

This offer shall in no way serve as a waiver of the Landlords rights to pursue any claims for unpaid rent, unpaid additional rent, breach of lease, tenancy terms, breach of the rules and regulations and/or to collect any outstanding balance.

We hereby request that you initial your option, sign and return a copy of this letter 60 days prior to your lease end date. If you are not renewing your lease agreement, please indicate your intentions of vacating by replying in writing in accordance to the lease terms by providing 60 day required notice to vacate the property.

Please let us know if you have any questions or concerns regarding your renewal invitation. We are looking forward to serving you as our tenant for the upcoming year.

I choose to stay in the apartment for this yearly term and accept the rent increase

X Brenda Harrison

Harrison, Brenda , 6803 Emlen Street Unit 407

I choose to vacate my apartment on my lease end date.

X _____

Harrison, Brenda , 6803 Emlen Street Unit 407

If you do not sign this lease or give us your notice of intent to vacate and you continue to stay in the apartment after the terminated date, then the default is to look to the holdover provision of your current lease. you will begin a Month to Month tenancy under the same rules of your original lease.

Sincerely,

EXHIBIT C

November 10, 2017

Pelham Court LP
6803 Emlen St. - Office
Phila., PA 19119

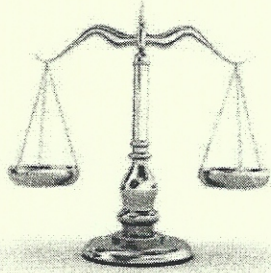
RE: Pelham Court, Apt. 407
Lease Renewal for 2018

Enclosed is my signed Lease Renewal for 2018. Please note that I am not in agreement with your Addendum regarding paying the cost of heat and hot water as I have concerns as to how my individual usage would be determined. In addition, I do not agree to forfeit my legal rights to make a deduction to my rent when the elevator is inoperable. As you are already aware, I have serious mobility issues and am disabled.

Very truly yours,

Brenda Harrison

EXHIBIT D



KOSACCI LAW FIRM, P.C.

4821 E. STREET ROAD • FEASTERVILLE-TREVOSE, PA 19053

PHONE (215) 436-9848 • FAX (215) 703-3743

WWW.MYPALAW.COM

Emanuel Kosacci, Esquire
Licensed in PA and NJ
ekosacci@mypalaw.com

Maria Kaplun, Paralegal
Notary Public
mkaplun@mypalaw.com

November 16, 2017

Brenda Harrison
6803 Emlen Street
Unit 407
Philadelphia, PA 19119

Re: Lease Termination/ Non-Renewal for Pelham Court, Apt 407

Dear Ms. Harrison,

Please be advised that I represent your Landlord, Pelham Court, LP, in connection to your lease termination/ non-renewal. As you know, your lease term ends on December 31, 2017. My client previously sent you a notice advising you that they intended to terminate the lease on the above mentioned date unless you accepted the terms of an offer of lease renewal that was mailed to you. The terms that were mailed to you were not an invitation to negotiate or a proposal to open negotiations. Instead, the terms represent the Landlords' required terms for lease renewal, with each term being an essential consideration to the Landlord in order to enter into a new contractual term with you.

My client recently received a letter from you dated November 10, 2017 wherein you agreed to certain terms of the proposed lease renewal, but rejected others. As previously mentioned, each and every term of the proposed lease renewal are integral and non-negotiable in the Landlords' eyes. As such, your counter offer is hereby **REJECTED** and your actions are interpreted as a rejection of my clients offer to renew your lease according to the terms outlined in their proposal. Accordingly, my client will **NOT BE RENEWING** your lease at the conclusion of your current lease term.

Please make arrangement to vacate the property on or before December 31, 2017 in broom swept condition and returning your keys to your Landlord. Should you fail to return possession on or before this date, my client will be forced to file suit for Eviction, which may include Attorney's Fees and Court Costs. As previously stated, the Holdover provisions of your current lease will control, should you stay in the property past this date, which provisions may significantly increase your rental payment during your eviction process.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Emanuel Kosacci', with a large, stylized flourish at the end.

Emanuel Kosacci, Esq.

EXHIBIT E



PELHAM COURT
APARTMENTS

New Elevators Underway!

Dear Valued Residents,

Please be advised the elevator modernizations will commence on **Monday, November 27, 2017**, in the North-East Zone Elevator. We are estimating the elevator to take approximately 3-5 weeks, which will require the elevator to be shut down and out of service due to the construction of the new elevator.

We will continue to work with our new elevator company to keep tenants better informed as to the progress of the modernization.

We thank you for your anticipated patience and cooperation as we bring you a brand-new elevator just in time for the New Year! If you have any questions, please call us at 215.438.8060 or email us at service@pelhamcourtapts.com.

Sincerely,

-Management

EXHIBIT F

From: Pelham Court Management <service@pelhamcouraptts.com>

To: bhllc6 <bhllc6@aol.com>

Subject: Elevator Now Open! 0

Date: Thu, Feb 1, 2018 4:44 pm

[View this email in your browser](#)



PELHAM COURT
APARTMENTS

North East Zone Elevator

February 1, 2018

Dear Valued Tenants,

Great news! The installation work for the new elevator in the North East Zone has been completed and the elevator is ready to be used. This project is part of the ongoing efforts by Rushmore Management to modernize and improve Pelham Court throughout the past year. Enjoy your new Elevators and any feedbacks are always welcome.

If you have any questions or concerns, please email us at service@pelhamcouraptts.com or call (215) 438-8060.

P.S. Here are some pictures of the new elevators!

Sincerely,

— Management

EXHIBIT G

THE CITY OF PHILADELPHIA



FAIR HOUSING COMMISSION
Curtis Center Building
601 Walnut St, 3rd Floor, Suite 300
South
Philadelphia, PA 19106
Telephone (215) 686-4670
Fax # (215) 686-4684

David T. Rammler, Esquire
Chairperson
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Executive Director

Brenda Harrison
6803 Emlen St., Apt. 407
Philadelphia, PA 19119

vs.

Docket #: F17-11-2937

Pelham Court LP
1412 Avenue M Suite 2513
Brooklyn, NY 11230
Landlord

Pelham Court LP
P.O. Box 945
Lakewood, NJ 08701
Landlord

FINAL ORDER

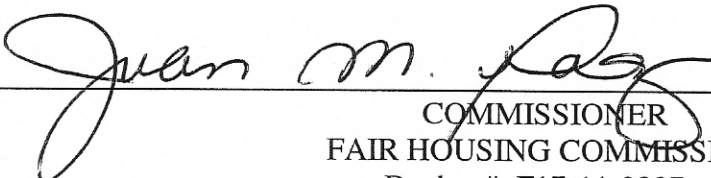
On May 23, 2018, the Fair Housing Commission reviewed the above cited matter; and, the following ORDER was issued, in accordance with the Philadelphia Fair Housing Ordinance, and §§ 9-801, 9-804, and/or 9-806 of The Philadelphia Code:

1. On May 15, 2018, the Fair Housing Commission heard this matter for the 1st time.
2. Present for the May 15, 2018 hearing were Tenant Brenda Harrison and, Darlene Hemerka Esquire, for Tenant; Landlord Ben Weinberger; Property Manager Rimma Ambartsoumian; and, Emanuel Kosacci, Esquire, for the Landlord.
3. Evidence presented at the May 15, 2018 hearing is included in Paragraphs A through N below:
 - A. The Tenant testified that, on December 20, 2004, she moved into the property located at 6803 Emlen St., Apt. 407, Philadelphia, PA 19119.
 - B. The Tenant testified, as of May 15, 2018, she still resides in the unit.

- C. The Tenant filed her 1st complaint with the Fair Housing Commission and a Final Order was issued in that matter in May 2017.
- D. On November 27, 2017, the Tenant filed this 2nd complaint with the Fair Housing Commission against the Landlord.
- E. On or about October 30, 2017, the Tenant testified that she received a lease renewal from the Landlord that contained 2 new modifications: 1) tenant was responsible for heat in the apartment; and, 2) tenant would agree that she would not reduce her rent for elevator downtime.
- F. The Tenant testified that the lease renewal also included a rent increase from \$1125 per month to \$1203.75 per month.
- G. On November 10, 2017, the Tenant notified the Landlord in writing that she wanted to renew her lease but that she objected to the 2 new lease modifications.
- H. The Tenant testified that she objected to the 2 modifications because: 1) there is neither a meter nor a thermostat in her unit; and, 2) the Tenant needs the elevator to access her 4th floor unit.
- I. The Tenant presented a letter from the Landlord, dated November 16, 2017, that stated Tenant's lease was terminated as of December 31, 2017 because Tenant did not agree to the lease modifications.
- J. The Tenant presented a notice from the Landlord that stated, beginning November 27, 2017, the 'elevator modernizations' would commence and that it would take approximately 3-5 weeks to be installed.
- K. The Tenant presented a copy of her letter, dated December 14, 2017, to the Landlord that stated rent for December 2017 was reduced from \$1125 to \$925 due to the lack of an elevator that created a 'tremendous hardship' for Tenant.
- L. The Tenant presented a copy of her email to the Landlord, dated January 11, 2017, that stated rent for January 2018 was reduced from \$1125 to \$787.50 due to lack of elevator service and Tenant's 'inability to leave my apartment due to limited mobility'. In this same email, the Tenant stated the elevator was out of service for 27 days from November 28, 2017 through January 11, 2018.
- M. The Tenant testified that she paid May 2018 rent to the Landlord on May 9, 2018.
- N. The Tenant testified that she withheld 1/3 of \$1125 rent from the Landlord from November 29, 2017 through February 1, 2018 because of lack of elevator service.
- O. The Tenant presented a May 14, 2018 rent withholding account from Citizens Bank that showed \$775 for November 2017 through February 2018 rent.

- P. The Landlord testified that the elevator was inoperable from December 5, 2017 through March 5, 2017.
- Q. The Landlord testified that there was an offer to the Tenant to renew the lease and that the Tenant rejected 2 of the provisions: Tenant shall pay for heat in Tenant's apartment and Tenant would not deduct rent for elevator down time.
- R. The Landlord testified that he did issue the November 16, 2017 notice to the Tenant that her lease was terminated effective December 31, 2017.
4. Pursuant to § 9-804(2) of The Philadelphia Property Maintenance Code, it shall be unlawful for any owner, landlord, agent or other person operating or managing premises to terminate a lease with a tenant or make, alter, amend or modify any term or condition of any existing lease or arrangement of tenancy with a tenant in retaliation for the exercise of any legal right by the tenant.
 5. Pursuant to § 9-804(13) of The Philadelphia Property Maintenance Code, no provision of § 9-804 of The Philadelphia Fair Housing Ordinance can be waived or made subject to a contract between the parties depriving a tenant of the benefits of this Section.
 6. Based on the Warranty of Habitability (Pugh v Holmes, 486 PA 272, 405 A.2d 897 (1979)), a non-working elevator is a violation of the covenant of quiet enjoyment and Warranty of Habitability that justified a reduction in rent by the Tenant.
 7. On May 22, 2018, the Fair Housing Commission reviewed this matter, and based on findings of fact and conclusions of law, the following Final Order was issued:
 8. Pursuant to §9-804(13) of the Philadelphia Code, no provision of §9-804 of The Philadelphia Fair Housing Ordinance shall be waived or made subject to a contract that deprives the tenant from the protection of the Ordinance.
 9. The Landlord violated § 9-804(13) when they added a stipulation in the lease renewal that required the Tenant to forgo exercising a legal right under § 9-804(2) of The Philadelphia Property Maintenance Code.
 10. When the Tenant objected to waiving her legal right under § 9-804, the Landlord retaliated against the Tenant by issuing a notice of lease termination on November 16, 2017.
 11. As the Landlord is in violation of §§ 9-804(2) and 9-804(13) of The Philadelphia Property Maintenance Code, the notice of lease termination from the Landlord to the Tenant is void.
 12. The lease between the Tenant and the Landlord is extended through December 2018.
- A. While the Landlord made great effort to make improvements to the building, 60 days without a working elevator is a long time and would deprive the Tenant of enjoyment of the rental property.

- B. The Tenant is, thus, awarded \$775 in withheld rent for the 60 days that the elevator was not working.
- C. As rent is \$1203.75 per month and not \$1125 per month, the Tenant owes the Landlord \$78 rent for the months of January 2018 through March 2018, for a total of \$390.
- D. The Commission made no decision on the matter of the gas bill and this issue shall be worked out between the parties.
- E. Both parties are bound by the terms and conditions of the written lease.
- F. The Landlord shall give the Tenant a 24-hour notice before entering the property or sending service contractors to the home to make repairs.
- G. Upon sufficient notice from the Landlord, the Tenant must make the property accessible to the Landlord and service contractors.
- H. There shall be no harassment or retaliation by either party.
- I. This matter is closed.



COMMISSIONER
FAIR HOUSING COMMISSION
Docket #: F17-11-2937

5/23/18

If you wish to appeal the Final Order of the Philadelphia Fair Housing Commission you must do so in the Court of Common Pleas. You do this by filing a Notice of Appeal with the Prothonotary of the Court of Common Pleas, Room 280 City Hall. You have thirty (30) days in which to file an Appeal of the Commission's Order. If you are the Tenant you will be required to put any Escrow monies into an account with the Prothonotary. The amount must be enough to bring you current and up to date with what you would have normally paid in rent.

If you wish to appeal this order or are named as a party in an appeal, it is strongly recommended that you get a lawyer. All appeals are governed by the Rules of Civil Procedure of the Court of Common Pleas and strict compliance is required. **IF YOU FAIL TO COMPLY WITH THESE RULES, YOU CAN LOSE YOUR CASE.** If you do not have a lawyer or cannot afford one, you may call the Philadelphia Bar Association, Lawyer Referral & Information Service, at (215) 238-6333, Monday to Friday, 9A.M. to 5 P.M.