

# **EXHIBIT A**

#A

# RESIDENTIAL LEASE

Apartment — Condominium — House

BY THIS AGREEMENT made and entered into on \_\_\_\_\_ (year),

between  
herein referred to as Lessor, and Storm Lopez, Vidya pat. Beg  
herein referred to as Lessee, Lessor leases to Lessee the premises situated at 320 Preston St  
, in the City of Philadelphia, County of \_\_\_\_\_  
, State of PA, and more particularly described as follows:

together with all appurtenances, for a term of 1 years, to commence on 02-04-00  
(year), and to end on 02-04-01, (year), at \_\_\_\_\_ o'clock \_\_\_\_\_ m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of  
Three Hundred & Fifty Dollars (\$ 350.00 ) per month in advance on the 15th day of  
Feb. (year), at \_\_\_\_\_  
City of Phila., or at such other place as Lessor may designate.  
State of Pa

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Elven Hundred  
Dollars (\$ 100.00 ), receipt of which is  
acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to  
Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained,  
Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single  
family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease  
by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other  
than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and  
orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised  
premises, and the sidewalks connected thereto, during the term of this lease.

5. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more  
than 3 persons, consisting of 3 adults and \_\_\_\_\_ children under  
the age of \_\_\_\_\_ years, without the written consent of Lessor.

6. **Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and  
all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean,  
and tenantable condition.

7. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or  
sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assign-  
ment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting,  
concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor,  
or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. **Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or  
construct any building or make other improvements on the demised premises without the prior written consent of  
Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee,  
with the exception of fixtures removable without damage to the premises and movable personal property, shall,  
unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain  
on the demised premises at the expiration or sooner termination of this lease.

9. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other  
casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises  
shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during  
which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should  
be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the  
extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated  
up to the time of the damage.

10. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous,  
inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or  
that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premis-  
es, except that \_\_\_\_\_ shall be provided by Lessor.

12. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this  
lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all build-  
ing and improvements thereon.

**NOTICE:** Contact your local county real estate board for additional forms that may be required to meet your spe-  
cific needs.



# B

**Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

**14. Animals.** Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor.

**15. Display of Signs.** During the last 30 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

**16. Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**17. Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

**18. Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**19. Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 30 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

**20. Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**21. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**22. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in \_\_\_\_\_ . Additional information regarding radon and radon testing may be obtained from your county public health unit.

**23. Lead Paint Disclosure.** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

**24. Other Terms:**

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

[Signature]  
Lessor

\_\_\_\_\_  
Lessor

[Signature]  
Lessee

[Signature]  
Lessee

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

# **EXHIBIT B**



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

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

**LANDLORD AND TENANT COMPLAINT**

Date Filed: 11/16/2017

# LT-17-11-16-5020

Michael Cage 5020 Ogontz Ave Philadelphia, PA 19141	<i>Plaintiff(s)</i>	Storm Lopez 326 N Preston St 2nd Floor Philadelphia, PA 19104	<i>Defendant(s)</i>
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- I. Plaintiff states that he/she/it owns the real property located at the following address: **326 N Preston St, 2nd Floor, Philadelphia, PA 19104**. Plaintiff further states that there is a lease between him/her/it and the above-referenced defendant(s). The lease is **oral** and began on **02/01/2000** for the term of **month to month**. 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.**
- III. Plaintiff states that he/she/it is **in compliance** with Section 102.8 of the Philadelphia Property Maintenance Code by having a business privilege 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.  
  
Plaintiff states that he/she/it is **unaware** of any open notice issued by the Department of Licenses and Inspections (“Department”) alleging that the property at issue is in violation of one or more provisions of the Philadelphia Code.
- V. Plaintiff states that notice to vacate the subject premises by **11/13/2017** was given to the defendant on **11/03/2017**. A copy of the notice is attached.
- VI. The defendant is **in possession of the property and refuses to surrender possession of the property.**
- VII. Plaintiff demands **a judgment of possession** and a **money judgment** in the amount itemized below based on Non Payment of amounts due under the lease.

The amount of unpaid rent below and late fees alleged due.				Summarized alleged amounts due:	
Month	Year	Rent	Late Fee		
October	2017	\$550		Rent	\$1,100.00
November	2017	\$550		Late Fees	\$0.00
				Gas	\$0.00
				Electric	\$0.00
				Water / Sewer	\$0.00
				Attorney's Fees	\$0.00
				Other	\$0.00
				<b>Subtotal</b>	\$1,100.00
				Court Costs	\$95.00
				<b>Total</b>	\$1,195.00

ONGOING RENT IN THE AMOUNT OF **\$550.00** FROM THE DATE OF THE FILING OF THIS COMPLAINT TO THE DATE OF THE HEARING ON THE MERITS IN THIS MATTER.

<b>Filing Party:</b> Alex Shnyder 175 BUSTLETON PIKE, FEASTERVILLE, PA 19053		<b>Phone Number:</b> 215-322-0411
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.  Alex Shnyder  _____ Signature Plaintiff/Attorney	<b>SUMMONS TO THE DEFENDANT:</b> You are hereby ordered to appear at a hearing scheduled as follows:	<b>CITATION:</b> Al demandado por la presente, usted esta dirigido a presentarse a la siguiente:
	<b>LOCATION (SITO):</b> 1339 Chestnut Street 6th Floor Philadelphia, PA 19107 Hearing Room: 3	<b>DATE (FECHA):</b> December 11th, 2017  <b>TIME (HORA):</b> 08:45 AM
<b>NOTICE TO THE DEFENDANT: YOU HAVE BEEN SUED IN COURT. PLEASE SEE ATTACHED NOTICE.</b>		<b>NOTA IMPORTANTE PARA EL ACUSADO: USTED HA SIDO DEMANDO EN CORTE: POR FAVOR MIRA PAPELE ESCRITA.</b>

# EXHIBIT C



**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

# LT-17-11-16-5020

<p>Michael Cage 5020 Ogontz Ave Philadelphia, PA 19141</p> <p style="text-align: right;"><i>Plaintiff</i></p>	<p>Storm Lopez 326 N Preston St 2nd Floor Philadelphia, PA 19104</p> <p style="text-align: right;"><i>Defendant(s)</i></p>
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Alex Shnyder

\_\_\_\_\_  
**Plaintiff/Attorney**  
**Attorney #** 312609


**Address & Phone** 175 BUSTLETON PIKE  
FEASTERVILLE, PA 19053  
215-322-0411

**ORDER**

**AND NOW**, to wit this 2nd day of January, 2018, upon consideration of the above captioned complaint, it is hereby ordered and decreed that the above captioned case be marked as follows:

Judgment for Plaintiff by default. Judgment in the amount of \$2,200.00 Rent and/or Utilities, plus \$0.00 Attorney fees, plus \$0.00 Other fees, plus \$95.00 Costs for a Total Amount due of \$2,295.00, plus Interest from n/a. Judgment for possession from 01/02/2018. Possession granted on the basis of non-payment of rent.

**BY THE COURT:**

  
\_\_\_\_\_  
A. Palmer (M. LOZADA) J.