

THE CITY OF PHILADELPHIA



FAIR HOUSING COMMISSION
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Renee Chenault-Fattah, Esq.
Executive Director

Kadi Ashby
5500 Wissahickon Avenue
Apt. MAB00104
Philadelphia, PA 19144
Tenant

v.

FHC Docket Number: 2025-09-23-21494

L3C Alden Park Apartment TIC I, LLC
d.b.a. Alden Park Master Tenant, LLC
2961 W. School House Lane
Philadelphia, PA 19144

222 Rockaway Turnpike, Suite 4
Cedarhurst, NY 11516
Landlord

Ponte Management
7 Penn Plaza, Suite 601
New York, NY 1001
Agent

FINAL ORDER

On April 7, 2026, the Fair Housing Commission heard the above captioned matter; and issued the following FINAL ORDER, in accordance with Section 9-800 et. seq. of the Philadelphia Code:

1. On April 7, 2026, the following parties appeared for the second hearing before the Fair Housing Commission: Tenant Kadi Ashby represented by Madison J. Gray, Esq., and Area Vice President Jessica Cartaya and Property Manager Theo Berry, for Landlord and Agent, represented by Ann R. Schildhammer, Esq.
2. On January 7, 2026, the Commission conducted its first hearing in this matter, after which it issued its October 28, 2025 Preliminary Order. (Exhibit 1)
3. The findings of fact and conclusions of law contained the January 7, 2026 Preliminary Order are incorporated herein as though fully set forth therein. (See Exhibit 1)
4. On April 7, 2026, the Commission made the following findings of fact included in Paragraphs A through DD below:

- A. Tenant filed the subject Complaint on October 21, 2025. (Exhibit 1)
- B. Since June 2023, Tenant occupied, and as of April 7, 2026, continue to occupy the apartment located at 5500 Wissahickon Avenue, Apt. MAB00104¹, Philadelphia, PA 19144 (the “property”).
- C. On June 22, 2023, the parties executed a written lease agreement (the “2023 Lease”) for the property for an initial term of June 22, 2023, through September 21, 2024, at a monthly rent of \$1,210.00. (Exhibit 3, Paragraphs 3 & 6)
- D. Upon moving into the property, Tenant paid Landlord a total of \$866.00 comprised of \$366.00 for prorated rent for the month of June 2023 and \$500.00 for security deposit. (See Exhibit 3, Paragraphs 4 & 6)
- E. As of April 7, 2026, Landlord retained a total of \$500.00 in deposits on Tenant’s behalf. (See Exhibit 3, Paragraph 4)
- F. On July 24, 2024, the parties executed a written lease renewal agreement (the “subject lease”) for the property, for a renewal term of September 22, 2024, through December 21, 2025. (Exhibit 4, Paragraph 3)
- G. At all relevant times, Tenant’s monthly rent was \$1,282.00. (See Exhibit 4, Paragraph 6)
- H. Paragraph 19 of the subject lease states in relevant part that, “[y]ou, your occupants or guests may not engage in the following activities: [...] (b) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including [...] [Landlord’s] agents and employees) in or near the apartment community.” (See Exhibit 4, Paragraph 19)
- I. Tenant testified that she last paid rent to Landlord April 2026 for the month of April 2026. Landlord did not contest Tenant’s testimony regarding payment.
- J. At the first hearing, Tenant testified extensively regarding her multiple reports to Landlord, then subsequent report to the City of Philadelphia Department of Licenses and Inspections (“L&I”), that the property’s concrete balconies were in disrepair and causing large pieces of concrete to fall from up high. (See Exhibit 1, Paragraphs 2. P. – 2. R.)
- K. On January 30, 2025, L&I inspected the property and issued L&I report CF-2025-006462 citing code violations for, “concrete components,” “architect/engineer services,” “unsafe structure,” and “structural repair.” (Exhibit 5, Pages 1-2; Exhibit 6, Pages 1-5)
- L. At the first hearing, Tenant also testified extensively regarding her status as a founding member of the apartment complex’s tenant association. (the “Tenant Association”) and

¹ Tenant’s apartment was located in the apartment complex’s “Manor Building”.

the Tenant Association's public chat on "What's App" (the "Tenant Association 'What's App' Chat"), both of which Landlord was aware. Tenant also testified, and Landlord agreed, that at least one of Landlord's employee had full access to the Tenant Association "What's App" Chat. (See Exhibit 1, Paragraphs 2. T. – 2. V.)

- M. On April 4, 2025, L&I marked the code violations cited in L&I report CF-2025-006462 complied. (See Exhibit 5, Pages 1-5)
- N. On July 18, 2025, L&I inspected the property and issued L&I report CF-2025-072268 citing code violations for, "architect/engineer services," "unsafe structure," and "decks, balconies, & exterior stairs." (See Exhibit 5, Pages 3-4; See Exhibit 6, Pages 6-8)
- O. On September 8, 2025, L&I inspected the property and issued L&I report CF-2025-097635 citing code violations for, "periodic testing," "suppression system testing and maintenance," and "exit doors." (See Exhibit 10, Pages 5-6; See Exhibit 11, Pages 9-11)
- P. At the first hearing, Tenant testified that, on or about September 17, 2025, she used the internet to identify the individual Presidents of Landlord's LLC and located their homes on the websites "Zillow" and "Realtor.com." (See Exhibit 1, Paragraph Z)
- Q. On September 17, 2025, Tenant posted the following message in the Tenant Association "What's App" Chat, "I wanted to see where our money was going. The presidents of L3C (company that owns Alden) and their multi million dollar [sic.] houses." Tenant then added links to the Zillow and Realtor.Com websites, including full addresses, to the Tenant Association "What's App" Chat." (Exhibit 7)
- R. At the first hearing, Landlord's witness, Security Manager Anthony Pearce, testified that he took screenshots of Tenant's posts and sent them to Landlord's attorneys, as well as Property Manager Theo Berry. (See Exhibit 1, Paragraph BB.)
- S. Landlord presented an email thread between Landlord's attorney and Landlord's witnesses dated September 18, 2025. (Exhibit 8)
- T. On September 18, 2025, an attorney for Landlord emailed Landlord's witnesses Jessica Cartaya and Theo Berry, as well as Landlord's LLC President Chaim Kiffel that, "[g]iven that Kadi Ashby has now posted ownership's home addresses in a group thread titled 'Grievances,' we have reason to believe she has intentionally jeopardized personal safety. [...] For these reasons, we will be sending a non-renewal to Ms. Ashby, at the appropriate time. When did her lease most recently renew? If it recently renewed, we will then discuss the other ways she has now breached her lease agreement. [...] Also, please identify other residents who have engaged in this behavior." (See Exhibit 8, Page 3)
- U. In response, on September 18, 2025, Landlord's LLC President Chaim Kiffel responded, "[w]e should focus on the 2-3 ringleaders." (See Exhibit 8, Page 2)
- V. On September 18, 2025, the attorney for Landlord answered, "[t]his resident's lease ends in December. The timing could not have worked out better. Her non-renewal will be sent

in the coming weeks. Theo and I are in the process of discussing others, as well.” (See Exhibit 8, Page 2)

- W. On September 19, 2025, Landlord sent Tenant a Notice to Vacate informing Tenant that the subject tenancy would not renew at the end of its current term on December 21, 2025, and that Tenant was required to vacate the property on or before December 21, 2025. (Exhibit 9)
 - X. On September 22, 2025, Landlord sent Tenant a Notice of Lease Violation alleging that Tenant had violated the subject lease by, “disturbing or threatening the rights, comfort, health, safety or convenience of other (including [...] [Landlord’s] agent or employees) in or near the apartment community,” by disseminating the home address of Landlord in a group titled ‘Grievances...’” (Exhibit 10)
 - Y. At the subject hearing, Property Manager Anthony Pearce testified that subject tenancy was terminated solely because Tenant had posted the address of Landlord’s presidents and that such action was done without regard to its potential to insight harm or violence against those individuals. Property Manager Pearce testified that no other members of the Tenant Association ‘What’s App’ Chat were terminated following the September 17, 2025 incident.
 - Z. On September 25, 2025, L&I inspected the property and issued L&I report CF-2025-106037 citing a code violation for, “high-rise building.” (See Exhibit 5, Page 7; See Exhibit 6, Pages 12-13)
 - AA. On October 21, 2025, Tenant filed the subject Complaint alleging that Landlord violated Section 9-804(1) of the Philadelphia Code by ending the subject tenancy when the property had open code violations, and Section 9-804(2) of the Philadelphia Code by ending the subject tenancy in retaliation for Tenant reporting repairs and reporting the property to L&I. (See Exhibit 2, Paragraphs 14 & 15)
 - BB. On November 17, 2025, L&I marked the code violation is L&I report CF-2025-106037 complied. (See Exhibit 6, Page 7)
 - CC. On November 18, 2025, L&I marked the code violations cited in L&I report CF-2025-072268 complied. (See Exhibit 6, Pages 3-4)
 - DD. On December 3, 2025, L&I marked the code violations cited in L&I report CF-2025-097635 complied. (See Exhibit 6, Pages 5-6)
- 5. Per Section 9-804(1) of the Philadelphia 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 landlord to terminate, alter, amend, or modify any term or condition of a lease, at the time the notice is issued until the violation has been corrected.
 - 6. Pursuant to Section 9-804(2) of the Philadelphia Code, it shall be unlawful for any residential landlord to terminate a lease with a tenant or make, alter, amend or modify any term or

condition of any existing lease in retaliation for: (a) any violation having been found against the rental property, (b) the filing of a complaint alleging a violation, (c) the joining of any lawful organization, or (d) any other exercise of a legal right.

7. On April 1, 2026, the Commission made the following conclusions of law and issued this Final Order:
 - A. The Commission finds that there were open code violations on the property, specifically concerning Tenant's building, and of the kind that Tenant reported to L&I from January 30, 2025, through April 4, 2025, and July 18, 2025, through December 3, 2025. (See Exhibit 5)
 - B. The Commission finds, per Section 9-804(1) of the Philadelphia Code, that Landlord's September 19, 2025 Notice to Vacate is invalid and unenforceable because it was sent when there were open code violations on the property. (See Exhibits 5 & 9)
 - C. The Commission finds, after reviewing the testimony and credibility of the parties, as well as the documentary evidence, that the subject hearing record contains substantial evidence to show that Landlord violated Section 9-804(2) of the Philadelphia Code by ending the subject tenancy in retaliation for Tenant's participation in the Tenant Association.
 - D. Specifically, the Commission finds that Landlord's September 18, 2025 emails, make it clear that Landlord's primary reason for terminating the subject tenancy was because Landlord was unhappy with Tenant's role in the Tenant Association and that Tenant's September 17, 2025 "What's App" post served as a convenient excuse to terminate Tenant without seeming to target Tenant as a member of the Tenant Association. (See Exhibit 8)
 - E. The Commission found the following email comments to be clear evidence of retaliation: (1) Landlord's attorney stating, "[t]he timing could not have worked out better;" (2) the admission that Landlord's attorney and Property Manager Theo Berry, "were in the process of discussing others, as well;" and (3) President Chaim Kiffel directing Landlord's attorney to, "focus on the 2-3 ringleaders." (See Exhibit 8, Page 1)
 - F. Accordingly, the Commission finds that Landlord's September 19, 2025 Notice to Vacate is also invalid and unenforceable, per Section 9-804(2). (See Exhibit 9)
 - G. The lease agreement between the parties shall continue to govern the relationship.
 - H. There shall be no modification, alteration or termination of the lease pending a Final Order by this Commission.
 - I. Tenant shall notify Landlord of any necessary repairs in writing.
 - J. Landlord shall provide Tenant with 24 hours' notice before entering the property, showing the property to potential future renters, or sending service contractors to the property, except in case of emergencies.

- K. Tenant must permit access and must make the property available once notice is received.
- L. Tenant may not interfere with, nor impede, Landlord gaining access to the property and/or in having repairs made in the property.
- M. Landlord and Landlord's agents or workers shall take reasonably appropriate safety precautions when entering the property.
- N. There shall be no harassment or retaliation by either party.



COMMISSIONER
FAIR HOUSING COMMISSION

May 12, 2026

COMMISSIONER
FAIR HOUSING COMMISSION
FHC Docket Number: 2025-09-23-21494

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 Office of Judicial Records of the Court of Common Pleas, Room 296 City Hall. You have thirty (30) days in which to file an Appeal of the Commission's Order.

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.