

Court of Common Pleas of Philadelphia County  
Trial Division

**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

**JULY 2023**

**01198**

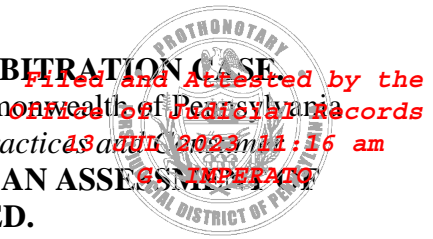
E-Filing Number: 2307022649

PLAINTIFF'S NAME COMMONWEALTH OF PA OFFICE OF ATTORNEY GENERAL		DEFENDANT'S NAME SBG MANAGEMENT SERVICES, INC.	
PLAINTIFF'S ADDRESS 1600 ARCH STREET THIRD FLOOR PHILADELPHIA PHILADELPHIA PA 19103		DEFENDANT'S ADDRESS 120 HUNTINGDON PIKE LOWER LEVEL, SUITE 100 ROCKLEDGE PA 19046	
PLAINTIFF'S NAME		DEFENDANT'S NAME CRESHEIM VALLEY REALTY CO., L.P.	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 1241 WELSH ROAD HUNTINGDON VALLEY PA 19006	
PLAINTIFF'S NAME		DEFENDANT'S NAME OLD CRESHEIM CORPORATION, INC.	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 1241 WELSH ROAD HUNTINGDON VALLEY PA 19006	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 8	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input checked="" type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE E1 - EQUITY - NO REAL ESTATE			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		<p style="text-align: center;"><b>FILED PRO PROTHY JUL 13 2023 G. IMPERATO</b></p>	
		IS CASE SUBJECT TO COORDINATION ORDER? YES    NO	
<p><b>TO THE PROTHONOTARY:</b> Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>COMMONWEALTH OF PA OFFICE OF ATTORNEY GENERAL</u> Papers may be served at the address set forth below.</p>			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY JAMES S. WISE		ADDRESS 1600 ARCH ST 3RD FLOOR PHILADELPHIA PA 19103	
PHONE NUMBER (215) 560-2414	FAX NUMBER none entered		
SUPREME COURT IDENTIFICATION NO. 314913	E-MAIL ADDRESS jwise@attorneygeneral.gov		
SIGNATURE OF FILING ATTORNEY OR PARTY JAMES WISE		DATE SUBMITTED Thursday, July 13, 2023, 11:16 am	

**COMPLETE LIST OF DEFENDANTS:**

1. SBG MANAGEMENT SERVICES, INC.  
120 HUNTINGDON PIKE LOWER LEVEL, SUITE 100  
ROCKLEDGE PA 19046
2. CRESHEIM VALLEY REALTY CO., L.P.  
1241 WELSH ROAD  
HUNTINGDON VALLEY PA 19006
3. OLD CRESHEIM CORPORATION, INC.  
1241 WELSH ROAD  
HUNTINGDON VALLEY PA 19006
4. LINDLEY TOWER REALTY CO., L.P.  
1095 RYDAL ROAD SUITE 325  
RYDAL PA 19046
5. OLD LINDLEY CORPORATION  
1095 RYDAL ROAD SUITE 325  
RYDAL PA 19046
6. PHILIP PULLEY  
1241 WELSH ROAD  
HUNTINGDON VALLEY PA 19006
7. 2ND CHANCE INITIATIVE, LLC  
1417 LARDNER STREET  
PHILADELPHIA PA 19049
8. PAUL EARLY  
1417 LARDNER STREET  
PHILADELPHIA PA 19049

**THIS IS NOT A COMPULSORY ARBITRATION CASE.**  
 This case has been brought by the Commonwealth of Pennsylvania under the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, et seq. **AN ASSESSMENT OF DAMAGES HEARING IS REQUIRED.**



James S. Wise  
 Senior Deputy Attorney General  
 Attorney I.D. #314913  
 Commonwealth of Pennsylvania  
 Office of Attorney General  
 1600 Arch Street, Third Floor  
 Philadelphia, Pennsylvania 19103  
 (215) 560-3684  
 jwise@attorneygeneral.gov  
*Attorney for Plaintiff*

**IN THE COURT OF COMMON PLEAS OF  
 PHILADELPHIA COUNTY, PENNSYLVANIA  
 FIRST JUDICIAL DISTRICT**

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<b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
<b>BY Attorney General MICHELLE A. HENRY,</b>	:	
	:	
<b>Plaintiff,</b>	:	<b>_____ Term 2023</b>
	:	
<b>v.</b>	:	<b>No. _____</b>
	:	
<b>CRESHEIM VALLEY REALTY CO., L.P.</b>	:	
<b>1241 Welsh Road</b>	:	
<b>Huntingdon Valley, PA 19006</b>	:	
	:	
<b>and</b>	:	
	:	
<b>OLD CRESHEIM CORPORATION, INC.</b>	:	
<b>1241 Welsh Road</b>	:	
<b>Huntingdon Valley, PA 19006</b>	:	
	:	
<b>and</b>	:	
	:	
<b>LINDLEY TOWER REALTY CO., L.P.</b>	:	
<b>1095 Rydal Road, Suite 325</b>	:	
<b>Rydal, PA 19046</b>	:	
	:	
<b>and</b>	:	
	:	



fail to do so the case may proceed without you, and a judgment may be entered against you without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

Lawyer Referral and Information Service  
Philadelphia County Bar Association  
1101 Market Street, 11<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19107  
(215) 238-6300  
[www.philadelphiabar.org](http://www.philadelphiabar.org)  
PA Bar Association: [www.pabar.org](http://www.pabar.org)

## **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defenses o sus objections a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED LE DEBE TOMAR ESTA NOTA A SU ABOGADO  
INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO NI NO PUEDE  
PROPORCIONAR UNO, IR A NI TELEFONEAR EL CONJUNTO DE LA OFICINA  
(OFICINAS) ADELANTE ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR  
CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.**

**SI USTED NO PUEDE PROPORCIONA PARA EMPLEAR UN ABOGADO,  
ESTE MAYO DE LA OFICINA ES CAPAZ DE PROPORCIONARLO CON  
INFORMACION ACERCA DE AGENCIAS ESA OFERTA DE MAYO LOS SERVICIOS  
LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO.**

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**IN THE COURT OF COMMON PLEAS OF  
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FIRST JUDICIAL DISTRICT**

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<b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
<b>BY Attorney General MICHELLE A. HENRY,</b>	:	
	:	
<b>Plaintiff,</b>	:	<b>_____ Term 2023</b>
	:	
<b>v.</b>	:	<b>No. _____</b>
	:	
<b>CRESHEIM VALLEY REALTY CO., L.P.</b>	:	
<b>1241 Welsh Road</b>	:	
<b>Huntingdon Valley, PA 19006</b>	:	
	:	
<b>and</b>	:	
	:	
<b>OLD CRESHEIM CORPORATION, INC.</b>	:	
<b>1241 Welsh Road</b>	:	
<b>Huntingdon Valley, PA 19006</b>	:	
	:	
<b>and</b>	:	
	:	
<b>LINDLEY TOWER REALTY CO., L.P.</b>	:	
<b>1095 Rydal Road, Suite 325</b>	:	
<b>Rydal, PA 19046</b>	:	
	:	
<b>and</b>	:	
	:	





equitable relief against the Defendants. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary or permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by the Consumer Protection Law.

The Commonwealth believes that the Defendants are using, have used and/or are about to use methods, acts or practices complained of herein which are in violation of the Consumer Protection Law. The Commonwealth believes that its citizens are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined.

The Commonwealth seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, and to recover its costs for enforcement of the Consumer Protection Law. In support thereof, the Commonwealth respectfully represents the following:

### **JURISDICTION**

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code. 42 Pa. C.S.A. § 931(a).

### **VENUE**

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a), (c) and Pa. R.C.P. 2156(a).

### **INTRODUCTION**

3. This Complaint involves the unlawful acts and practices of certain real estate business entities, property management companies, and their principals, and the resulting harm

suffered by tenants who leased apartments from, or otherwise engaged in trade and commerce with, these entities, either directly or indirectly.

4. The Pennsylvania Office of Attorney General, Bureau of Consumer Protection (“Bureau”), has received numerous complaints from tenants who resided in apartments which were being operated by Defendants without valid rental licenses nor mandatory lead-based paint safety precautions. The tenants allege that they experienced serious and repeated problems with the condition of their apartments, including deteriorating interior and exterior surfaces, rodent and cockroach infestations, broken and unsecured doors and locks, excessive leaks and water damage, and exposure to raw sewage and mold. Even though these issues were brought to the attention of the property owners and managers, the issues were not fixed in a timely manner, if at all—even where the requests involved urgent, potentially dangerous conditions such as exposure to raw sewage and a lack of heat in the winter.

5. With their maintenance requests routinely overlooked, the tenants and their families were forced to live with unsafe conditions in the deteriorating buildings—all while ownership and management continued to collect full rent payments, impose punitive fees upon the tenants, and violate prohibitions against illegal, self-help eviction practices.

6. When certain tenants complained to the Bureau about these practices, rather than correct the conditions, Defendants instead hit the tenants with staggering charges for “legal expenses” and told them they could move out if they so desired—after the tenant paid the legal expenses and other fees.

7. Defendants’ deplorable conduct has risen to such a level that one of their buildings has been declared “imminently dangerous” by the City of Philadelphia and deemed uninhabitable in order to protect the health and safety of residents.

8. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Bureau and have been harmed due to the methods, acts, and practices of Defendants, which include, but are not limited to, the practices alleged herein.

9. As a result of the conduct described above, the Commonwealth seeks relief in the form of restitution, civil penalties, costs, and injunctive relief.

### **THE PARTIES**

10. Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry (“Commonwealth”), which has offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania, 19103.

11. Defendant Cresheim Valley Realty Co. LP (“Cresheim”) is a limited partnership registered with the Pennsylvania Department of State, Bureau of Corporations (“DOS”), with Defendant Old Cresheim Corporation, Inc. listed as the General Partner, and with a registered business address as 1241 Welsh Road, Huntingdon Valley, Pennsylvania 19006. Defendant Cresheim is the record owner of Cresheim Valley, also known as Cresheim Valley Apartments, a residential multi-family apartment building consisting of approximately 25 rental units, located at 7200 Cresheim Road, Philadelphia, PA 19119 (“Cresheim Valley Apartments”).

12. Defendant Old Cresheim Corporation, Inc. is a business corporation registered with DOS and is the General Partner of Defendant Cresheim (collectively, the “Cresheim Partners”). The Cresheim Partners share the same registered business address of 1241 Welsh Road, Huntingdon Valley, Pennsylvania 19006. Defendant Old Cresheim Corporation, Inc. lists Defendant Philip Pulley as President.

13. Defendant Lindley Tower Realty Co., L.P. (“Lindley”) is a limited partnership registered with the DOS, with Defendant Old Lindley Corporation, Inc. listed as the General Partner, and with a registered business address of 1095 Rydal Road, Suite 325, Rydal, Pennsylvania 19046. Defendant Lindley is the record owner of The Tower at 1220, also known as Lindley Towers, a residential multi-family apartment building consisting of approximately 106 rental units, located at 1220 Lindley Avenue, Philadelphia, PA 19141 (“Lindley Towers”).

14. Defendant Old Lindley Corporation is a business corporation registered with DOS and is the General Partner of Defendant Lindley (collectively, the “Lindley Partners”). The Lindley Partners share the same registered business address of 1095 Rydal Road, Suite 325, Rydal, Pennsylvania 19046.

15. Defendant SBG Management Services, Inc. (“SBG”), formerly named SBG Management Services PA, Inc., is a Delaware business corporation registered with the Delaware Department of State. Defendant SBG is registered as a foreign business corporation with DOS, with Defendant Philip Pulley listed as President, and with a registered business address of 120 Huntingdon Pike, Lower Level, Suite 100, Rockledge, PA 19046.

16. Defendant Philip Pulley (“Pulley”) is an adult individual residing at 1241 Welsh Road, Huntingdon Valley, Pennsylvania 19006 and is the principal and sole shareholder of numerous real estate business entities, including the Lindley Partners and the Cresheim Partners, which have purchased properties in Pennsylvania and rented out units in such properties to Pennsylvania consumers.

17. Defendant Pulley is also the principal of Defendant SBG, which was engaged and utilized by Pulley’s real estate businesses to manage and maintain the properties, collect rent payments, and impose various fees upon consumers. Defendant SBG’s Twitter bio states that

SBG is “[f]amily-owned and operated” and Pulley has referred to himself as SBG’s Director of Operations.

18. Defendant 2<sup>nd</sup> Chance Initiative, LLC (“2<sup>nd</sup> Chance”) is a limited liability company registered with DOS, and with a registered business address of 1417 Lardner Street, Philadelphia, PA 19149.

19. Defendant Paul Early (“Early”) is an adult individual residing at 1417 Lardner Street, Philadelphia, PA 19149 and is the principal of Defendant 2<sup>nd</sup> Chance.

20. Defendant Early is and/or was an employee and/or agent of, or otherwise maintains a business relationship with, Defendant Pulley, Defendant SBG, and the Lindley Partners. At various times relevant and material hereto, he has, as the principal of 2<sup>nd</sup> Chance and/or through his business relationship with Defendant Pulley, Defendant SBG, and the Lindley Partners, subleased units in Lindley Towers to Pennsylvania tenants, shown available rental units to interested applicants, processed rental applications, signed leases with tenants, moved tenants into units, collected rent, and responded to repair requests for tenants residing in units owned by Defendant Lindley.

### **FACTS**

21. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by purchasing and/or managing real properties in Pennsylvania and advertising, marketing, and offering those properties as residential housing for rent to Pennsylvania consumers (“consumers” or “tenants”).

22. The Lindley Partners, the Cresheim Partners, SBG, and Pulley (collectively, the “Pulley Defendants”) are interconnected and have jointly and severally engaged in the common scheme and enterprise attributed to the Pulley Defendants as described herein.

23. Unless otherwise specified, whenever reference is made in this complaint to any act of one of the Pulley Defendants, such allegations shall be deemed to mean the act of that Defendant acting jointly, severally, or in concert with the other Pulley Defendants.

24. At all times relevant and material hereto, the Lindley Partners engaged in trade or commerce by owning and operating, through Defendant SBG, Lindley Towers.

25. At all times relevant and material hereto, the Cresheim Partners engaged in trade or commerce by owning and operating, through Defendant SBG, Cresheim Valley Apartments.

26. At all times relevant and material hereto, Defendant SBG engaged in trade and commerce within the Commonwealth of Pennsylvania by operating and managing approximately fifteen (15) residential properties located in and around Philadelphia, Pennsylvania, including Lindley Towers and Cresheim Valley Apartments. The Lindley Partners and Cresheim Partners utilized Defendant SBG to, among other things, manage the properties, collect rent payments—often via SBG’s online tenant portal (“Portal”)—and impose fees upon consumers.

27. The aforementioned fifteen (15) properties managed by SBG are owned by various real estate entities for which Defendant Pulley is the sole shareholder and principal, including, but not limited to, Lindley Tower Realty Co. L.P. and Cresheim Valley Realty Co. L.P.<sup>1</sup>

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<sup>1</sup> In addition to Lindley Towers and Cresheim Valley Apartments, SBG manages the following properties which are owned by entities formed by Defendant Pulley: Allens Lane (located at 126 W. Allens Lane, Philadelphia, PA 19119); Darrah School Realty (718 N. 17<sup>th</sup> Street, Philadelphia, PA 19130); Fern Rock (910 W. Godfrey Avenue, Philadelphia, PA 19141); Greene Tree Apartments (330 W. Johnson Street, Philadelphia, PA 19144); Harrison Court (385 Harrison Avenue, Upper Darby, PA 19082); Marshall Square (844 N. 6<sup>th</sup> Street, Philadelphia, PA 19123); Oak Lane Court (1623-35 Cheltenham Avenue, Philadelphia, PA 19126); Residences at Marchwood (5515 Wissahickon Avenue, Philadelphia, PA 19144); Simon Garden (6731 Musgrave Street, Philadelphia, PA 19119); Squirrel Hill (1014-18 S. 48<sup>th</sup> Street, Philadelphia, PA 19143); The Steeple at University City (3801 Spring Garden Street, Philadelphia, PA 19104); Stonehurst Apartments (2 Copley Road, Upper Darby, PA 19082); and Winchester (4804 Chester Avenue, Philadelphia, PA 19143).

28. At all times relevant and material hereto, Defendant Pulley engaged in trade and commerce within the Commonwealth of Pennsylvania by acting as the owner and principal of the Lindley Partners, the Cresheim Partners, and SBG.

29. Defendant Pulley directed, supervised, controlled, approved, formulated, authorized, ratified, benefited from, failed to correct, and/or otherwise participated in the unlawful acts and practices of all of the Pulley Defendants described herein.

30. At all times relevant and material hereto, Defendant 2<sup>nd</sup> Chance engaged in trade and commerce within the Commonwealth of Pennsylvania by subletting certain rental units within Lindley Towers to consumers, managing rental units, and collecting rent payments from consumers.

31. At all times relevant and material hereto, Defendant Early engaged in trade and commerce within the Commonwealth of Pennsylvania by acting as the principal for 2<sup>nd</sup> Chance and as an employee and/or agent of, or otherwise maintaining a business relationship with, Defendant Pulley, Defendant SBG, and the Lindley Partners.

32. Defendant Early directed, supervised, controlled, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the unlawful acts and practices of the Lindley Partners and 2<sup>nd</sup> Chance described herein.

33. 2<sup>nd</sup> Chance and Early (collectively, the “Early Defendants”) are interconnected and have jointly and severally engaged in the common scheme and enterprise attributed to the Early Defendants as described herein.

34. Unless otherwise specified, whenever reference is made in this complaint to any act of one of the Early Defendants, such allegations shall be deemed to mean the act of that Defendant acting jointly, severally, or in concert with the other Early Defendants.

35. The Commonwealth asserts that Defendants<sup>2</sup> have engaged in unfair and deceptive acts and practices in violation of the Consumer Protection Law, as more fully set forth herein.

**I. Defendants Have Failed to Adequately Maintain their Rental Properties, Including Lindley Towers and Cresheim Valley Apartments, and Consistently Failed to Respond to Repeated Requests for Maintenance or Repairs.**

36. The Pulley Defendants affirmatively represent to the public, via their website, that they will provide “beautiful properties” and “efficient, considerate” service to tenants who choose to rent one of their units. A true and correct copy of the “About Us” section of SBG’s website, as of June 26, 2023, is attached hereto and incorporated herein as Exhibit A.

37. In addition to touting the quality of their tenant service, the Pulley Defendants specifically promise, via the plain language of their form lease, that the “Landlord will repair the premises with reasonable promptness, unless caused by Tenant’s act or neglect.” A true and correct exemplar of the Pulley Defendants’ form lease, redacted of the tenant’s identifying information, and with the above-referenced language in Section 9, is attached hereto and incorporated herein as Exhibit B.

38. The Pulley Defendants also represent, via the lease, that “[p]rior to [the tenant’s] occupancy, the unit did not contain any roaches, termites, mice, lice, bedbugs, rats, or fleas.” Exhibit B at Section 26.1.0. Additionally, in the Lease Addendum on Pests, which is included as an addendum to the lease and requires the signature of both landlord and tenant, the Pulley Defendants represent to the tenant, prior to move-in and upon the signing of the lease, that “[y]ou have obtained your apartment bedbug, roaches, termite, lice, and rodent [free].” A true and correct exemplar of the Lease Addendum on Pests, redacted of the tenant’s identifying

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<sup>2</sup> Unless otherwise noted, “Defendants” shall refer to all Defendants.



information, and which is included as an addendum to the Pulley Defendants' form lease, is attached hereto and incorporated herein as Exhibit C.

39. Numerous tenants, however, have reported that the units leased from the Pulley Defendants—or subleased from the Early Defendants—were infested with rodents and bugs and that Defendants have consistently and repeatedly failed to maintain the properties, often ignoring their tenants' repair requests or waiting an inordinately long time before addressing or completing the repair.

40. As a result, tenants have experienced continual and egregious problems with the condition of their properties, including but not limited to: deteriorating and collapsing interior and exterior surfaces, chipping paint, rodent and cockroach infestations, broken and unsecured doors and locks, broken refrigerators, excessive leaking and water damage, exposure to raw sewage, and mold.

41. Tenants have contacted Defendants regarding the damaged or defective condition of their apartments through in-person conversations, telephone calls, text messages, emails, and/or maintenance requests through Defendant SBG's Portal.

42. Even though tenants have put Defendants on notice of the dangerous and defective conditions, and Defendants represented to tenants that the conditions would be promptly resolved, Defendants have failed to repair the damage or defects in a timely manner, if at all.

43. For example, one tenant who resides in Cresheim Valley Apartments with her two children, has complained to Defendant SBG about numerous damaged and/or defective conditions dating back to her initial walk-through prior to signing the lease. During the walk-through, the tenant pointed out to SBG that the kitchen counter was damaged and SBG told her it

would be replaced—however, it never was. After moving in, the tenant complained to Defendant SBG that the paint in her bathtub was chipping and made multiple requests for the paint to be fixed before management finally attempted to fix the paint. As soon as she resumed use of the tub, however, the paint began to chip again. She has expressed these concerns to Defendant SBG, yet the problem remains unresolved. Additionally, she pointed out to SBG that the water coming out of her bathroom sink had black debris in it, but management has thus far failed to correctly address the issue. The tenant has also complained of a rodent problem in her apartment, as she would routinely find droppings around her apartment, including in her son’s closet. After SBG failed to fix the infestation, the tenant eventually adopted a cat in order to get the rodents under control. The tenant has also experienced repeated issues with a lack of heat in her apartment, including at least one instance where she and her children went entirely without heat for several days during the winter. Although her heat was subsequently restored, she has continued to experience heat-related problems, including an ongoing issue where the temperature in her apartment consistently drops well below her thermostat setting.

44. By way of another example, a senior citizen tenant who resides in Cresheim Valley Apartments with her spouse and young child has complained to SBG throughout her time in the building regarding numerous defective conditions, including the presence of black mold in a bathroom that has rendered the bathroom unusable. The tenant complained to management about the black mold, and a regional supervisor of SBG came to the apartment to take photographs of the mold and told the tenant that they would “get on it right away,” but management has thus far failed to otherwise address the dangerous condition. Due to the danger presented by the mold, the tenant has to keep the door to that bathroom shut. The tenant also reported that animals have been living inside the crawl spaces and walls of her apartment for

months due to holes in the exterior of the building that have gone unfixed. Additionally, at one point during the winter of 2021, the tenant's hot water heater broke and she and her family were without hot water for an extended period of time before management finally had the issue fixed.

45. Situations like those described in paragraphs 43 and 44, herein above, are not unique among Defendants' tenants; numerous other tenants have complained about Defendants' continual failure to maintain their homes or respond to repair requests. The following are additional, non-exhaustive examples from tenants who complained to the Bureau:

- Infestations
  - A Cresheim Valley tenant found 30-40 dead mice when she moved into her unit and advised Defendant SBG of an apparent infestation, but says that it took no corrective action. When the infestation problem subsequently resurfaced in the form of both mice and cockroaches, she again informed management. The tenant states that an exterminator eventually came but failed to fully resolve the problem.
  - A Lindley tenant found dead rodents in and around his stove after he moved into his unit. The tenant thereafter dealt with additional rodents, as well as cockroaches, in the unit. He set mouse traps and caught numerous additional mice. He states that he reported the rodent and cockroach infestations to Defendant 2<sup>nd</sup> Chance but they ignored his requests and nothing was done to address the infestations.
  - Another Lindley tenant dealt with a mice infestation in his unit. He reported the issue to Defendant 2<sup>nd</sup> Chance numerous times and, although management told the tenant they would fix the issue, they never did.
- Lack of Heat
  - A Cresheim Valley tenant has experienced numerous, repeated issues regarding a lack of heat in her unit. The windows to the unit are poorly insulated, which makes it "freezing" in the unit during Winter months.

Additionally, one of the unit's bathrooms lacks a heat vent, rendering the bathroom "ice cold" and "unusable" during the Winter. When the tenant complained about the window insulation specifically, Defendant SBG's property manager told the tenant to go out and buy more sheeting.

- Another Cresheim Valley tenant who is a senior citizen and has resided in the building for more than 20 years reported that her unit has become progressively colder over the years due to an inadequate heating system and a lack of maintenance by SBG. The unit's heating system fails to heat the entire apartment and loses heat very quickly. In addition to these ongoing issues, the elderly tenant also reported that she once went entirely without heat for more than a week during the Winter.
- Ceiling Leaks and Water Damage
  - A Cresheim Valley tenant has dealt with water "constantly" leaking from her bathroom ceiling, causing water damage to the ceiling tiles and infiltrating the tenant's unit. When the tenant notified SBG's property manager of the issue, they blamed the leak on the tenant living upstairs. Due to the leaking, the tenant reports that SBG has had to constantly replace her ceiling tiles but has never actually repaired the underlying cause of the leak.
  - Another Cresheim Valley tenant has dealt with water leaking from her bedroom ceiling directly above her bed, which leaves her feeling unsafe in her unit. When the tenant notified SBG's property manager of the issue, the tenant says they sent unqualified maintenance personnel to fix the leak. However, just days later, it rained again and the leaks returned, in even worse condition, necessitating second and third requests to SBG before the problem was finally resolved.
  - A Lindley tenant dealt with, among other things, significant ceiling damage due to water leaking from above his unit. The tenant reported sizeable holes in his ceiling and at times had water pouring through the ceiling onto the bathroom floor. Prior to moving into the unit, the tenant had completed a walk-through of the unit with Defendant SBG and/or 2<sup>nd</sup>

Chance and management represented that it would fix up the apartment prior to the tenant moving in. The problems with the unit, including the holes in his ceiling, were never fixed by SBG or Early, and the tenant ultimately had to attempt to patch the holes himself with sheet rock.

46. Numerous tenants in Cresheim Valley Apartments have complained to the Bureau about problems with sewage in their units, creating an unsafe and unsanitary condition. Specifically, various tenants have reported that: raw sewage was coming up through their bathtub; that their water had an unpleasant odor; that their water was discolored; and that the toilet from the unit above theirs was leaking into their apartment. The tenants repeatedly put Defendant SBG on notice of the need for repairs but, time and again, it has failed to adequately fix the problems.

47. Along with Defendants' failure to maintain individual units, a number of tenants who filed complaints with the Bureau also reported unsafe and unsanitary, or otherwise defective, conditions in common areas of the buildings.

48. By way of example, numerous tenants have reported that the basement of Cresheim Valley Apartments, where the building's washer and dryer reside, has filled with raw sewage on repeated occasions—and that tenants have been forced to walk through the sewage-filled basement because construction was taking place on the front entrance of the building. SBG, however, failed to adequately fix the issue that led to the flood of raw sewage and would instead clean up and spray the area with bleach each time the sewage would reappear, only for it to inevitably come back shortly after.

49. In addition to the serious problems reported by tenants residing in Defendants' properties, the City of Philadelphia has also put the Pulley Defendants on notice of serious, recurring issues.

50. Dating back to just 2020, Lindley Towers and Cresheim Valley Apartments have been the subject of at least twenty-four (24) total citations issued by the City of Philadelphia’s Department of Licenses and Inspections (“L&I”), amounting to at least one hundred eighteen (118) total code violations, including but not limited to concerns regarding unfit structures, electrical hazards, fire safety issues, heating issues, plumbing issues, issues with the water supply, interior surfaces, exterior structures, and, in at least one instance, an unsafe and “imminently dangerous” condition. A true and correct copy of the L&I Property History for Lindley Towers is attached hereto and incorporated herein as Exhibit D. A true and correct copy of the L&I Property History for Cresheim Valley Apartments is attached hereto and incorporated herein as Exhibit E

51. The Pulley Defendants’ years-long, systematic failure to reasonably maintain their rental properties ultimately came to a head on September 14, 2022, when the roof and exterior façade of Lindley Towers partially collapsed while tenants were present in the building, ultimately giving rise to the “imminently dangerous” condition cited in paragraph 50, herein above.

52. Shortly after the collapse, personnel from L&I arrived at the premises and cited Defendant Lindley for multiple code violations based on, among other things, “a condition of immediate danger or hazard to health safety and welfare.” An L&I Notice of Violation dated September 16, 2022 shows, among other things, that Defendant Lindley failed to submit a façade assessment report, as they are required to do every five years by the Philadelphia Property Maintenance Code. A true and correct copy of the Violation Notice and Order to Correct for L&I File Number: CF-2022-094607 is attached hereto and incorporated herein as Exhibit F.

53. Following the façade collapse, a façade assessment report was completed, the purpose of which was to observe the general condition of the façade, to identify and record deterioration that requires repair and maintenance, assess the framing elements that were exposed as part of a localized façade collapse, and to provide a classification of the building façade in accordance with the Philadelphia Property Maintenance Code. The report ultimately recommended that the building be closed due to the numerous unsafe conditions observed. A true and correct copy of the Façade Assessment Report, dated September 23, 2022, is attached hereto and incorporated herein as Exhibit G.

54. Due to the dangerous condition of the structure, in addition to the numerous code violations already open against the property, Lindley Towers' tenants were not allowed to return to their units and have since been forced to relocate entirely. *See* Ex. F.

## **II. Defendants Threatened to Engage in, and/or Engaged in, Illegal, Self-Help Eviction Practices**

55. Section 9-1603 of the Philadelphia Code states that, “No landlord or landlord’s agent may engage in self-help eviction practices, as defined in Section 9-1602 of this Chapter, under any circumstances, in the City of Philadelphia.” Philadelphia Code § 9-1603(1).

56. Unlawful self-help eviction practices are defined as, “actions by a landlord or landlords’ agents taken without legal process to dispossess or attempt to dispossess a tenant from a dwelling unit or engaging or threatening to engage in any other conduct which prevents or is intended to prevent a tenant(s) from lawfully occupying their dwelling unit. Such self- help eviction practices include, but are not limited to, the following activity: ... interfering with utility services to the unit, including, but not limited to, electricity, gas, hot or cold water, heat, or telephone service; ... engaging in any other activity or pattern of activity rendering a dwelling

unit or any part thereof inaccessible.” Philadelphia Code § 9-1602(1)(a). The definition similarly includes “the failure to take reasonable and prompt remedial action to restore access and habitability to a dwelling unit following any incident of the landlord conduct described in subsection (1)(a) above.” Philadelphia Code § 9-1602(1)(b).

57. The Philadelphia Code further provides that “[a]ny agreement between a landlord and tenant which purports to exempt the Landlord from the prohibitions of this Chapter 9-1600 or any penalty imposed hereunder shall be void and unenforceable.” Philadelphia Code § 9-1603(2).

58. Sections 250.501 to 250.504 of the Pennsylvania *Landlord and Tenant Act of 1951*, as amended, 68 P.S. § 250.501, *et seq.* (“Landlord Tenant Act”) sets forth the requirements that must be followed for a landlord to properly recover possession of leased premises through judicial process. It is well-established that Pennsylvania law does not allow self-help eviction practices.

59. The Pulley Defendants’ form lease, and the numerous addendums attached thereto, is more than 50 pages long—and well over 100 pages including various pamphlets—and contains various impermissible and/or unenforceable terms buried throughout, including provisions that attempt to authorize self-help eviction practices and are thus void and unenforceable. *See* Exhibit B.

60. For example, Section 45 of the lease states that if the tenancy “is terminated for any reason, and the Tenant remains in possession of the Apartment, the Tenant shall be considered a ‘hold-over tenant’ and the Landlord shall have the right to remove the Tenant and the Tenant’s possessions from the premises. Also, the Landlord shall have the right to change



the locks and take such other steps as the Landlord finds appropriate to regain possession of the premises.” Ex. B.

61. Section 23 of the lease further attempts to authorize self-help eviction, stating that, in the event of the tenant’s default (including if “rent or added rent is not paid on time”), the landlord is allowed to “peacefully enter the Apartment and remove Tenant and any person or property[.]” *Id.*

62. Additionally, Section 6 of the lease states that “[u]tility charges are considered added rent. If not paid within 60 days, Tenant hereby authorizes Landlord to enter the Lease Premises and terminate service.” *Id.*

63. While the Pulley Defendants impermissibly attempt to exempt themselves via lease from the prohibitions against self-help eviction practices, the Early Defendants have actually carried out such illegal measures when tenants failed to make timely rent payments.

64. For example, a tenant in Lindley Towers withheld rent at one point due to issues with his unit. Rather than give the tenant a notice to quit or file an eviction action, the Early Defendants instead shut off the tenant’s electricity. As soon as the tenant made his rent payment, the electricity was immediately turned back on.

65. Another tenant in Lindley Towers asked the Early Defendants to fix her front door, which was broken prior to her moving into the unit. When the Early Defendants ignored her requests and failed to fix the door, the tenant withheld her rent payment and her electricity was shut off. When she asked the Early Defendants to turn the electricity back on, she was told the electric company had turned it off. However, as soon as she made her rent payment, the electricity was immediately turned back on.

66. Defendants' self-help eviction practices also violate the Pennsylvania *Fair Credit Extension Uniformity Act*, 73 P.S. § 2270.1, *et seq.* ("Fair Credit Act"), and by extension, the Consumer Protection Law.

67. That is, the Fair Credit Act provides that debt collection practices, including self-help measures, whether undertaken by debt collectors *or* creditors, violate the law when they *take or threaten to take* any nonjudicial action to effect dispossession or disablement of property if: (A) there is no present right to possession of the property claimed as collateral through an enforceable security interest; (B) there is no present intention to take possession of the property; or (C) the property is exempt by law from such dispossession or disablement. 73 P.S. § 2270.4(b)(6)(vi).

68. The Fair Credit Act also prohibits a creditor from, among other things, threatening to take any action that cannot legally be taken or that is not intended to be taken. 73 P.S. § 2270.4(b)(5)(v).

69. A violation of the Fair Credit Act also constitutes a violation of the Consumer Protection Law and, by taking and/or threatening to take self-help eviction measures, Defendants have engaged in unfair and deceptive conduct. 73 P.S. § 2270.5(a).

**III. The Pulley Defendants Have Entered into Leases and Collected Rent for Residential Properties in Philadelphia, PA, Including Lindley Towers and Cresheim Valley Apartments, Despite Lacking Valid, Active Rental Licenses for those Properties.**

70. Pursuant to Section 9-3902(1)(a) of the Philadelphia Code, "the owner of any dwelling unit, multiple family dwelling, rooming house, dormitory, hotel, one-family dwelling, two-family dwelling, or rooming unit let for occupancy must obtain a rental license. No person shall collect rent with respect to any property that is required to be licensed pursuant to this

Section unless a valid rental license has been issued for the property.” Philadelphia Code § 9-3902(1)(a).

71. Additionally, pursuant to Section 9-3901(4)(e), “[a]ny owner who fails to obtain a rental license as required by Section 9-3902... shall be denied the right to recover possession of the premises or to collect rent” during the period of non-compliance. Philadelphia Code § 9-3901(4)(e).

72. On January 31, 2014, Defendant Lindley obtained a rental license from L&I for the site of Lindley Towers at 1220 Lindley Avenue, Philadelphia, PA 19141, with license number 616782.

73. Such license subsequently expired on February 28, 2021 and became fully inactive April 28, 2021. A true and correct copy of Lindley’s license status, available through L&I’s website as of June 26, 2023, is attached hereto and incorporated herein as Exhibit H.

74. On February 26, 2013, Defendant Cresheim obtained a rental license from L&I for the site of Cresheim Valley Apartments at 7200 Cresheim Road, Philadelphia, PA 19119, with license number 585442.

75. Such license subsequently expired on February 28, 2022 and became fully inactive April 28, 2022. A true and correct copy of Cresheim’s license status, available through L&I’s website as of September 29, 2022, is attached hereto and incorporated herein as Exhibit I. On May 25, 2023, Defendant Cresheim finally obtained a renewed, valid rental license for Cresheim Valley Apartments.

76. However, at various times relevant and material hereto, following the expiration of their rental licenses for certain properties, including Lindley Towers and Cresheim Valley Apartments, the Pulley Defendants failed to possess valid rental licenses for those properties.

77. Nonetheless, the Pulley Defendants, expressly and/or by implication and/or by material omission, held their rental properties out as suitable, properly-licensed housing, thereby misrepresenting to consumers that they had the requisite legal authority to enter into and renew leases, collect rent, impose and collect fees for late payment of rent, and engage in judicial and nonjudicial actions to recover possession of property.

78. Specifically, even after Philadelphia law expressly prohibited them from recovering possession of leased premises, the Pulley Defendants continued to represent to tenants via their form lease that a tenant's failure to pay rent on time would allow the Pulley Defendants to assess late fees and take any of the following additional steps: (a) peacefully enter the apartment and remove the tenant and any person or property, (b) eviction or other lawful method to take back the Apartment; and (c) sue for money damages. *See* Exhibit B at Sections 3.B and 23.C.

79. Not only did the Pulley Defendants' representations and/or material omissions regarding their legal authority have the capacity to deceive, confuse, or mislead consumers as to the parties' respective legal rights, but consumers have reported that such representations in fact had a chilling effect on the lawful exercise of tenants' rights due to consumers believing that the lease terms are enforceable.

80. For example, one Cresheim Valley tenant who has resided in the building since before SBG took over property management duties says that, after SBG took over management duties, there have been significant changes to maintenance of the building—primarily characterized by a pattern of “neglect” and a low response rate to tenant requests for repairs. Although the tenant considered depositing her rent payments into escrow due to the repeated problems caused by management's serious lack of upkeep, she instead chose to continue paying

rent out of fear that her landlord would bring an eviction proceeding against her. The tenant says that she learned very early on that it's best to "keep a low profile" with SBG in order to avoid retaliation.

**IV. The Pulley Defendants Entered into Leases and Collected Rent for Residential Properties in Philadelphia, PA, Including Lindley Towers and Cresheim Valley Apartments, Despite Failing to Obtain Required Certifications that the Properties were Lead-Free or Lead-Safe.**

81. Dating back to 2012, the Philadelphia *Lead Paint Disclosure and Certification Ordinance*, Philadelphia Code Title 6, Chapter 6-800, *et seq.*, as amended (the "Lead Law") has required landlords to have properties built before March 1978 tested and certified as "lead free" or "lead safe" if there is a child age six or under residing in the property.

82. Starting on October 1, 2020, the Lead Law was amended to eliminate the child-age threshold and instead require that, for *any* property built before March 1978, lessors must provide tenants with a valid certification prepared by a certified lead inspector stating that the property is Lead Free or Lead Safe ("Lead Certification") prior to entering into a lease agreement with a lessee. Lessors are further required to file the certification, along with the associated lab results, with the City of Philadelphia's Department of Public Health. Philadelphia Code § 6-803(3)(a).

83. The Lead Law states that lessors who have not complied with the provisions of 6-803(3) are not entitled to collect rent payments or recover possession of the premises during the period of noncompliance. Philadelphia Code § 6-809(4).

84. Upon information and belief, Lindley Towers and Cresheim Valley Apartments were both built prior to March 1978 and, at all times relevant and material hereto, were occupied by families with children under the age of seven.

85. At various times relevant and material hereto, the Pulley Defendants failed to obtain and hold a valid Lead Certification for either Lindley Towers or Cresheim Valley Apartments.

86. Despite not holding a valid Lead Certification for their rental properties, including Lindley Towers and Cresheim Valley Apartments, the Pulley Defendants have nevertheless attached to their form lease a document, bearing the name and seal of the City of Philadelphia Department of Public Health, titled “Certification of Lead SAFE Status.” A true and correct exemplar of the Certification of Lead SAFE Status included with the Pulley Defendants’ form lease, redacted of the tenant’s identifying information, is attached hereto and incorporated herein as Exhibit J.

87. The document provided by the Pulley Defendants to tenants—and electronically signed by an employee and/or agent and/or representative of the landlord—states, among other things: “interior dust wipe samples were collected in compliance with EPA regulations, were tested, and were found to not contain lead contaminated dust in excess of EPA dust lead standards.” *Id.*

88. Although the document is provided to the tenant as an attachment to their lease, and requires the signature of both the tenant and landlord, the document bears no details regarding the inspection, if any, that had been conducted of the property. *See id.*

89. The inclusion of this document in the Pulley Defendants’ leases has the capacity to mislead or confuse consumers into believing Defendants possessed the required Lead Certifications for their rental properties.

90. Additionally, the Bureau has received consumer complaints from tenants alleging that they have repeatedly requested that the Pulley Defendants provide *completed* Lead Certifications for the property or unit but that those requests have been ignored.

91. Despite failing to possess Lead Certifications for properties including Lindley Towers and Cresheim Valley Apartments, the Pulley Defendants held the properties out as suitable for rent, entered into new residential leases with Pennsylvania consumers, and continued to collect full rent payments on existing leases—all in violation of the Philadelphia Code.

92. Even without this required government approval and authorization, the Lindley and/or Cresheim Partners, and Defendant Pulley, continued to engage Defendants SBG, 2<sup>nd</sup> Chance, and Early to manage the properties, collect rent payments, and impose fees upon consumers.

#### **V. The Pulley Defendants Imposed Unfair and Deceptive Retaliatory Fees Upon Tenants**

93. When certain tenants attempted to exercise their rights by filing a complaint with the Bureau about Defendants' unlawful practices, rather than remediate their misconduct, the Pulley Defendants instead assessed staggering, retaliatory fees against the tenants for "legal expenses" in the amount of Five Thousand Dollars (\$5,000.00).

94. When the tenants questioned Defendant SBG's management about the fees, they were told the fees were assessed specifically *because* the tenants filed a complaint with the Bureau.

95. For example, one Lindley tenant filed a complaint with the Bureau in December 2022. Shortly after the tenant submitted his complaint, and more than three months after he had

been forced to vacate Lindley Towers due to the façade collapse, the tenant was assessed a \$5,000.00 charge by the Lindley Partners and SBG.

96. At least one Cresheim Valley tenant alleged that when she paid her rent through the Portal, the payment was first applied to the legal fees so, even after the tenant had made a payment toward their outstanding rent balance, the Portal still showed that the full balance remained due. The tenant filed a complaint with the Bureau in December 2022 regarding persistent, unfixed chipping paint in her bathtub and a recurring lack of heat throughout her unit. On or about December 19, 2022, and again on January 9, 2023, the Bureau reached out to Defendant SBG in order to engage the business in voluntary mediation in an effort to amicably resolve the tenant’s complaint. On January 10, 2023, the tenant was assessed a \$5,000.00 charge by the Cresheim Partners and SBG via SBG’s Portal. According to the Portal, the \$5,000.00 fee was for “Legal Expenses – Retainer for services. Rcvd letter from Atty General.” On January 18, 2023, the tenant submitted a payment for outstanding rent, and included a note specifically designating the payment as being for outstanding rent. When SBG processed the payment, however, it was applied instead to the \$5,000.00 legal expenses and the tenant’s rent remained outstanding.

97. Another Cresheim Valley tenant filed a complaint with the Bureau in December 2022 regarding, among other things, animal infestation, exposure to sewage, and management’s failure to provide her with a valid Lead Certification. Upon receipt of the tenant’s complaint, the Cresheim Partners and SBG levied a \$5,000.00 fee for legal expenses against the tenant’s account balance. Later, the tenant and her spouse were in the process of buying a house and expressed concern that the outstanding \$5,000.00 charge remained on their account as their settlement date approached.



98. On January 19, 2023, the Bureau sent a letter specifically requesting that SBG cease the practice of assessing excessive charges against tenants who file complaints and remove the charges from tenants' accounts. SBG, however, never responded. The Bureau subsequently confirmed with tenants that such charges had not been removed. A true and correct copy of the January 19, 2023 letter is attached hereto and incorporated herein as Exhibit K.

99. Although the Pulley Defendants' form lease includes multiple provisions which require a tenant to pay the landlord's "attorney fees" or "legal fees" regardless of whether the landlord prevails—or even files—a legal action, none of these unenforceable provisions purport to allow for "legal expenses" to be levied against tenants who merely file complaints with the Bureau.

100. For example, Section 39 of the form lease authorizes the landlord to deduct from the tenant's security deposit "[c]ourt costs and reasonable legal fees **caused by enforcement of the terms and provisions of this Lease[.]**" Exhibit B (emphasis added).

101. Additionally, Section 44 provides that "[t]he Tenant will be responsible for any court costs and/or attorney's fees **incurred for the collection of any delinquent rent, added rent, or any other payment due under the terms of this Lease or resulting from the enforcement of any other provisions of this Lease.** In addition, Tenant will be responsible for any administrative fees or expenses, which shall be a minimum of \$250.00 once any judicial action is taken." *Id.* (emphasis added).

102. As the provisions set forth above refer to "administrative fees...once any judicial action is taken" and costs incurred for the collection of unpaid rent or resulting from enforcement of the terms of the lease, the leases in no way put tenants on notice that they will incur *any* legal

fees as a result of merely filing a complaint against the Pulley Defendants—let alone the exorbitant \$5,000.00 fee charged by the Pulley Defendants.

103. The Pulley Defendants' failure to put tenants on notice that they could incur such fees not provided for in the lease thus has the capacity to deceive or mislead consumers.

104. Moreover, even if the leases *did* include language advising tenants of the fees, the Pulley Defendants' practice of imposing outrageous penalties against tenants who merely seek to protect themselves and their families by sharing their stories with law enforcement is unfair and utterly repugnant to public policy.

105. The Commonwealth believes the public interest is served by seeking before this Honorable Court an injunction to restrain the methods, acts, and practices of Defendants as hereinafter set forth, as well as seeking restitution, civil penalties and other equitable relief for violations of the law.

**COUNT I - VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO ALL DEFENDANTS**

**DEFENDANTS REPEATEDLY AND CONSISTENTLY FAILED TO MAINTAIN THE APARTMENTS THEY LEASED TO PENNSYLVANIA CONSUMERS**

106. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

107. All residential leases contain an implied warranty of habitability. *Pugh v. Holmes*, 486 Pa. 272, 284, 405 A.2d 897, 903 (1979).

108. At a minimum, the implied warranty of habitability in a residential lease means that the premises must be safe and sanitary. *Id.* at 289, 906.

109. The Consumer Protection Law applies to the relationship between landlord and tenant. *Com., by Creamer v. Monumental Properties, Inc.*, 459 Pa. 450, 470, 329 A.2d 812, 822 (1974).

110. At all times relevant and material hereto, the Pulley Defendants and the Early Defendants consistently and repeatedly failed to repair dangerous and/or defective conditions within their rental properties that rendered at least a portion of the tenants' leased premises unsafe, unsanitary, or otherwise uninhabitable.

111. Tenants in Cresheim Valley Apartments and certain tenants in Lindley Towers have contacted the Pulley Defendants, primarily but not exclusively through Defendant SBG, and put them on notice of the dangerous and defective conditions through in-person conversations, telephone calls, text messages, emails, and maintenance requests through Defendant SBG's Portal.

112. Certain tenants in Lindley Towers who subleased units from the Early Defendants have contacted the Early Defendants, primarily but not exclusively through Defendant Early, and put them on notice of the dangerous and defective conditions through in-person conversations, telephone calls, and text messages.

113. Despite being notified of the defective condition of certain units, Defendants consistently and repeatedly failed to make timely, necessary repairs to the rental units and properties and thereby breached the implied warranty of habitability.

114. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to:

- a. Section 201-2(4)(xiv), failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- b. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(xiv) and (xxi).

115. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants.

116. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of Defendants as described herein, as well as seeking restitution and civil penalties for violations of the law.

**WHEREFORE**, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Permanently enjoining Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto;
- C. Directing the Pulley Defendants to make full restitution, jointly and severally, pursuant to Section 201-4.1 of the Consumer Protection Law to all interested persons from whom the Pulley Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;

- D. Directing the Early Defendants to make full restitution, jointly and severally, pursuant to Section 201-4.1 of the Consumer Protection Law to all interested persons from whom the Early Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;
- E. Permanently enjoining Defendants and their agents, employees and all other persons acting on their behalf, directly or indirectly, from offering residential leases for properties located in Pennsylvania, unless and until Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;
- F. Permanently enjoining Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from entering into new or renewed residential leases for properties located in Pennsylvania unless and until Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;
- G. Permanently enjoining Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from collecting rent from tenants for residential properties located in Pennsylvania, unless and until Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;
- H. Directing Defendants and their agents, employees and all other persons acting on their behalf, directly or indirectly, to properly maintain any and all properties owned or managed by Defendants, including but not limited to,

correcting all such maintenance issues within a reasonable amount of time from when Defendants are notified of such issues;

- I. Directing Defendants to pay the Commonwealth a civil penalty pursuant to Section 201-8(b) of the Consumer Protection Law in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- J. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- K. Granting such further relief as this Court may deem appropriate.

**COUNT II - VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO ALL DEFENDANTS**

**DEFENDANTS MADE MISREPRESENTATIONS REGARDING THEIR MAINTENANCE OF RENTAL PROPERTIES AND RESPONSIVENESS TO REPAIR REQUESTS**

117. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

118. The Consumer Protection Law requires the relationship between landlord and tenant to be free from unfairness and deception. *See Com. v. Monumental Prop., Inc.*, 329 A.2d 812, 824 (Pa. 1974).

119. At all times relevant and material hereto, Defendants made false and misleading representations in their advertisements, lease documents, and/or communications with tenants regarding the condition and maintenance of the leased premises.

120. The Pulley Defendants represented to prospective tenants via SBG's website and the plain language of their form lease that they would respond to maintenance requests in a timely and efficient manner, and that their rental properties were free from infestation.

121. Additionally, certain prospective tenants informed Defendant SBG of damage or defects in the units discovered during walk-through and SBG represented that the condition would be fixed prior to the tenant moving in.

122. When tenants contacted the Pulley Defendants, primarily through Defendant SBG, and put said Defendants on notice of damaged and defective conditions in the rental properties through in-person conversations, telephone calls, text messages, emails, and maintenance requests through SBG's Portal, SBG represented to tenants, expressly and by implication, that necessary, timely repairs would be made to their apartments.

123. Despite representing via their website, the plain language of their form lease, and/or communications with tenants that they would respond to maintenance requests in a timely, meaningful, and efficient manner, the Pulley Defendants consistently and repeatedly failed to adequately maintain rental properties that they leased to Pennsylvania consumers.

124. When tenants who subleased units from the Early Defendants contacted the Early Defendants, primarily through Defendant Early, and put said Defendants on notice of damaged and defective conditions in the rental properties through in-person conversations, telephone calls, and text messages, said Defendants represented to tenants, expressly and by implication, that necessary, timely repairs would be made to their apartments.

125. Despite representing via communications with tenants that they would respond to maintenance requests in a timely, meaningful, and efficient manner, the Early Defendants

consistently and repeatedly failed to adequately maintain rental properties that they leased to Pennsylvania consumers.

126. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- (a) Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connect that he does not have;
- (b) Section 201-2(xiv), failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;
- (c) Section 201-2(xvi), making repairs, improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing; and
- (d) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(v), (xiv), (xvi), and (xxi).

127. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants.

128. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices



of Defendants as described herein, as well as seeking restitution and civil penalties for violations of the law.

**WHEREFORE**, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Permanently enjoining Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto;
- C. Directing the Pulley Defendants to make full restitution, jointly and severally, pursuant to Section 201-4.1 of the Consumer Protection Law to all interested persons from whom the Pulley Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;
- D. Directing the Early Defendants to make full restitution, jointly and severally, pursuant to Section 201-4.1 of the Consumer Protection Law to all interested persons from whom the Early Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;
- E. Permanently enjoining Defendants and their agents, employees and all other persons acting on their behalf, directly or indirectly, from offering residential leases for properties located in Pennsylvania, unless and until Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;

- F. Permanently enjoining Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from entering into new or renewed residential leases for properties located in Pennsylvania unless and until Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;
- G. Permanently enjoining Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from collecting rent from tenants for residential properties located in Pennsylvania, unless and until Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;
- H. Directing Defendants and their agents, employees and all other persons acting on their behalf, directly or indirectly, to properly maintain any and all properties owned or managed by Defendants, including but not limited to, correcting all such maintenance issues within a reasonable amount of time from when Defendants are notified of such issues;
- I. Directing Defendants to pay the Commonwealth a civil penalty pursuant to Section 201-8(b) of the Consumer Protection Law in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- J. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

K. Granting such further relief as this Court may deem appropriate.

**COUNT III - VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO ALL DEFENDANTS**

**DEFENDANTS THREATENED TO ENGAGE AND/OR ENGAGED IN ILLEGAL SELF-HELP EVICTION PRACTICES**

129. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

130. The Philadelphia Code prohibits a landlord or a landlord's agent from engaging in self-help eviction practices, including by interfering with utility services to the rental unit. *See* Philadelphia Code § 9-1603(1).

131. Further, "[a]ny agreement between a landlord and tenant which purports to exempt the Landlord from the prohibitions [against self-help eviction practices] shall be void and unenforceable." Philadelphia Code § 9-1603(2).

132. The Landlord Tenant Act sets forth the legal procedures that must be followed to properly recover possession of leased premises and Pennsylvania law further prohibits self-help eviction. *See* 68 P.S. § 250.501-504.

133. The Fair Credit Act further provides that debt collection practices, including self-help measures, violate the law when they take or threaten to take any nonjudicial action to effect dispossession or disablement of property if: (A) there is no present right to possession of the property claimed as collateral through an enforceable security interest; (B) there is no present intention to take possession of the property; or (C) the property is exempt by law from such dispossession or disablement. 73 P.S. § 2270.4(b)(6)(vi)(A). The Fair Credit Act also prohibits a creditor from, among other things, threatening to take any action that cannot legally be taken or that is not intended to be taken. 73 P.S. § 2270.4(b)(5)(v).

134. The form lease used by the Pulley Defendants, along with various addendums thereto, is more than 50 pages long and includes numerous impermissible and/or unenforceable terms buried throughout, including provisions that attempt to exempt the Pulley Defendants from the prohibitions against self-help eviction practices, and thus threaten to take action to effect dispossession or disablement of property that cannot legally be taken.

135. At times, including the numerous examples set forth herein above, the Early Defendants utilized—and the Pulley Defendants benefited from—illegal, self-help measures to force tenants to pay rent, such as by turning off tenants' electricity.

136. Defendants' self-help eviction practices violate the Philadelphia Code, the Landlord Tenant Act, the Fair Credit Act, and the Consumer Protection Law.

137. Section § 2270.5 of the Fair Credit Act states that violations of the Act constitute violations of the Consumer Protection Law. 73 P.S. § 2270.5(a).

138. The aforementioned methods, acts and practices also constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding. 73 P.S. §§ 201-3, and 201-2(4)(xxi).

139. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants.

140. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices

of Defendants as described herein, as well as seeking restitution and civil penalties for violations of the law.

**WHEREFORE**, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Permanently enjoining Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto;
- C. Permanently enjoining Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from taking or threatening to take any self-help eviction practices in violation of the Philadelphia Code, the Landlord Tenant Act, the Fair Credit Act, and the Consumer Protection Law;
- D. Directing the Pulley Defendants to make full restitution, jointly and severally, pursuant to Section 201-4.1 of the Consumer Protection Law to all persons in interest from whom the Pulley Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;
- E. Directing the Early Defendants to make full restitution, jointly and severally, pursuant to Section 201-4.1 of the Consumer Protection Law to all persons in interest from whom the Early Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;

- F. Directing Defendants to pay the Commonwealth a civil penalty pursuant to Section 201-8(b) of the Consumer Protection Law in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- H. Granting such further relief as this Court may deem appropriate.

**COUNT IV - VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO THE PULLEY DEFENDANTS**

**THE PULLEY DEFENDANTS ENTERED INTO LEASES AND COLLECTED RENT FROM TENANTS WITHOUT REQUIRED RENTAL LICENSES**

141. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

142. Pursuant to Philadelphia Code Section 9-3902(1)(a), “the owner of any dwelling unit, multiple family dwelling, rooming house, dormitory, hotel, one-family dwelling, two-family dwelling, or rooming unit let for occupancy *must obtain a rental license*. No person shall collect rent with respect to any property that is required to be licensed pursuant to this Section unless a valid rental license has been issued for the property.” Philadelphia Code § 9-3902(1)(a) (emphasis added).

143. Additionally, pursuant to Section 9-3901(4)(e), “any owner who fails to obtain a rental license as required by Section 9-3902, ... shall be denied the right to recover possession of

the premises or to collect rent during or for the period of noncompliance ... .” Philadelphia Code § 9-3901(4)(e).

144. At various times relevant and material hereto, following the expiration of their rental licenses for certain properties, including Lindley Towers and Cresheim Valley Apartments, the Pulley Defendants failed to possess valid rental licenses for those properties.

145. Nonetheless, the Pulley Defendants, expressly and/or by implication, held their rental properties out as suitable, properly-licensed housing, thereby misrepresenting to consumers that they had the requisite legal authority to enter into and renew leases, collect rent, impose and collect fees for late payment of rent, and engage in judicial and nonjudicial actions to recover possession of property.

146. The aforementioned methods, acts and practices also constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to the following:

- a. Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; and
- c. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(ii), (v), and (xxi).

147. The Commonwealth alleges that all of the practices described above were performed willfully by the Pulley Defendants.

148. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the Pulley Defendants as described herein, as well as seeking restitution and civil penalties for violations of the law.

**WHEREFORE**, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the Pulley Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Permanently enjoining the Pulley Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto;
- C. Directing the Pulley Defendants to make full restitution, jointly and severally, pursuant to Section 201-4.1 of the Consumer Protection Law to all interested persons from whom the Pulley Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;
- D. Permanently enjoining the Pulley Defendants and their agents, employees and all other persons acting on their behalf, directly or indirectly, from offering residential leases for properties located in Pennsylvania, unless and until the Pulley Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;



- E. Permanently enjoining the Pulley Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from entering into new or renewed residential leases for properties located in Pennsylvania unless and until the Pulley Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;
- F. Permanently enjoining the Pulley Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from collecting rent from tenants for residential properties located in Pennsylvania, unless and until the Pulley Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;
- G. Directing the Pulley Defendants and their agents, employees and all other persons acting on their behalf, directly or indirectly, to, within a reasonable period of time, correct all open code violations which presently serve as a barrier to obtaining valid rental licenses;
- H. Directing the Pulley Defendants to pay the Commonwealth a civil penalty pursuant to Section 201-8(b) of the Consumer Protection Law in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- I. Requiring the Pulley Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- J. Granting such further relief as this Court may deem appropriate.

**COUNT V - VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO THE  
PULLEY DEFENDANTS**

**THE PULLEY DEFENDANTS FAILED TO OBTAIN REQUIRED LEAD-SAFE  
CERTIFICATIONS AND MADE MISREPRESENTATIONS TO THE CONTRARY**

149. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

150. The Philadelphia Lead Law requires that, for any property built before March 1978, lessors must, among other things, provide tenants with a valid Lead Certification prior to entering into a lease agreement. Philadelphia Code § 6-803(a).

151. The Lead Law states that lessors who have not complied with the provisions of 6-803(3) are not entitled to collect rent payments during the period of noncompliance, and also cannot recover possession. Philadelphia Code § 6-809(4).

152. At various times relevant and material hereto, the Pulley Defendants failed to obtain and hold a valid Lead Certification for either Lindley Towers or Cresheim Valley Apartments.

153. Despite not having the Lead Certifications required by the local health code, the Pulley Defendants have misrepresented to consumers, expressly and/or by implication, that their properties were safe and suitable for rent, and that they had legal authority to enter into and renew leases, collect rent payments, impose fees, and bring legal actions for tenants' failure to pay rent.

154. Additionally, despite not having required Lead Certifications, the Pulley Defendants have misrepresented, via signed documents attached to their form lease and communications with tenants, that their properties had been certified as lead-free or lead-safe.

155. The aforementioned methods, acts and practices also constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to the following:

- a. Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; and
- c. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(ii), (v), and (xxi).

156. The Commonwealth alleges that all of the practices described above were performed willfully by the Pulley Defendants.

157. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the Pulley Defendants as described herein, as well as seeking restitution and civil penalties for violations of the law.

**WHEREFORE**, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the Pulley Defendants as described herein above be in violation of the Consumer Protection Law;

- B. Directing the Pulley Defendants to make full restitution, jointly and severally, pursuant to Section 201-4.1 of the Consumer Protection Law to all persons in interest from whom the Pulley Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;
- C. Permanently enjoining the Pulley Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto;
- D. Permanently enjoining the Pulley Defendants and their agents, employees and all other persons acting on their behalf, directly or indirectly, from offering residential leases for properties located in Pennsylvania, unless and until the Pulley Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;
- E. Permanently enjoining the Pulley Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from entering into new or renewed residential leases for properties located in Pennsylvania unless and until the Pulley Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;
- F. Permanently enjoining the Pulley Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from collecting rent from tenants for residential properties located in Pennsylvania, unless and until the Pulley Defendants hold all required licenses, registrations, certifications, and/or permits to lease the properties;

- G. Directing the Pulley Defendants to pay the Commonwealth a civil penalty pursuant to Section 201-8(b) of the Consumer Protection Law in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- H. Requiring the Pulley Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- I. Granting such further relief as this Court may deem appropriate.

**COUNT VI - VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO THE PULLEY DEFENDANTS**

**THE PULLEY DEFENDANTS IMPOSED UNFAIR AND DECEPTIVE RETALIATORY FEES UPON CONSUMERS**

158. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

159. The Pulley Defendants included unenforceable provisions in their form lease which require a tenant to pay the landlord's "attorney fees" or "legal fees" incurred when the landlord enforces the terms of the lease, regardless of whether the landlord prevails in—or even files—a legal action.

160. Furthermore, the Pulley Defendants assessed unauthorized and unfair fees for "legal expenses" in the amount of Five Thousand Dollars (\$5,000.00) against tenants simply because the tenants had exercised their rights by filing a complaint with the Bureau.

161. The Pulley Defendants' form lease provides that the tenants will be responsible for attorney's fees incurred for the collection of unpaid rent or resulting from enforcement of the

terms of the lease but in no way put tenants on notice that they will incur legal fees as a result of filing a complaint against the Pulley Defendants.

162. The Pulley Defendants' failure to put tenants on notice of such fees prior to their imposition thus has a tendency to deceive or mislead consumers.

163. Moreover, even if the leases *did* include language advising tenants of the fees, or the Pulley Defendants otherwise put tenants on notice of same, the practice of imposing outrageous penalties against tenants who merely share their stories with law enforcement is unfair and utterly repugnant to public policy.

164. Further, at least one tenant alleged that when they paid their rent through SBG's Portal, the payment was first applied to the legal expenses so, even after the tenant had made a payment toward their outstanding rent, the Portal still showed that the full rent balance remained outstanding.

165. Despite being sent a letter by the Bureau requesting that it cease the practice and remove all such charges from tenants' account balances immediately, the Pulley Defendants failed to remove the retaliatory charges.

166. The aforementioned methods, acts and practices also constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(xxi).

167. The Commonwealth alleges that all of the practices described above were performed willfully by the Pulley Defendants.

168. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the Pulley Defendants as described herein, as well as seeking restitution and civil penalties for violations of the law.

**WHEREFORE**, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the Pulley Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Permanently enjoining the Pulley Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto;
- C. Directing the Pulley Defendants to make full restitution, jointly and severally, pursuant to Section 201-4.1 of the Consumer Protection Law to all persons in interest from whom the Pulley Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;
- D. Directing the Pulley Defendants to pay the Commonwealth a civil penalty pursuant to Section 201-8(b) of the Consumer Protection Law in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Requiring the Pulley Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

F. Granting such further relief as this Court may deem appropriate.

Respectfully submitted:

COMMONWEALTH OF PENNSYLVANIA

MICHELLE A. HENRY  
ATTORNEY GENERAL



Date: July 13, 2023

By: \_\_\_\_\_

James S. Wise  
Senior Deputy Attorney General  
Attorney I.D. #314903  
Commonwealth of Pennsylvania  
Office of Attorney General  
1600 Arch Street, Third Floor  
Philadelphia, Pennsylvania 19103  
(215) 560-3684  
jwise@attorneygeneral.gov  
*Attorney for Plaintiff*







Filed and Attested by the  
Office of Judicial Records  
13 JUL 2023 11:16 am  
G. IMPERATO



# EXHIBIT A

## About Us

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A quick glance around Center City, Northern Liberties, Fairmount, and Francisville will show even a Pennsylvania newcomer just how popular Philly truly is. SBG Management Services Inc. understands that the process of finding the right apartment to suit your needs can be downright daunting without assistance, and is happy to lend its expertise to those eagerly considering a place to live. In addition to efficient, considerate tenant service after your move to one of our beautiful properties, we offer plenty of special assistance beforehand as well.

We're committed to providing beautiful homes providing beautiful homes in the cradle of Liberty, no matter what their needs may be. Our business and our hearts belong in the City of Brotherly Love, and so do you! Call or visit SBG Management Services Inc. today to ask about our current rental availability - your new home is waiting.

Whether you're looking for clubs, theater, restaurants, these properties give you more history than you can imagine.

### CONTACT

[rent@sbgmanagement.com](mailto:rent@sbgmanagement.com)

p: (215) 938-6665

[Email Us](#)

### OFFICE HOURS

8:00 a.m. to 4:00 p.m. Monday - Friday

### BE SOCIAL

# EXHIBIT B

WELCOME! We are pleased that you have chosen Cresheim Valley as your new home. We want to make your move as easy as possible so we have compiled the following information to make your transition a smooth one.

You are scheduled to move in to your new home on 08/01/2013 at . If you are unable to keep this appointment, please call the leasing office at (215) 938-6665 to reschedule.

Your new address is: 7200 Cresheim Road Unit # [REDACTED] Philadelphia, PA 19119.

Below you will find a checklist of items that need to be completed prior to move-in. Please note all required items must be completed including providing account numbers as indicated.

Please prepare to transfer accounts ahead of time if moving in on the weekends as we will require account numbers as indicated below in order to give you keys to the apartment.

Please contact your insurance provider in order to obtain your renter's insurance liability. A copy of your Renter's Insurance Declaration, Certificate of Insurance, or Binder must be provided at move-in along with a paid in full receipt. All pets must be specifically referenced on the proof of insurance. Please note: Declaration must list SBG Management Services, Tenant as an Additional Interest and shall provide that the insurance indicated therein shall not be cancelled without at least a ten (10) days written notice to the Landlord.

Required unless otherwise stated:

PECO 800-494-4000 Account #

PGW 215-235-1000 Account #

Renter's Insurance Declaration, Certificate of Insurance or Binder Policy #

Copy of Vehicle Registration

Pet Owner, rabies vaccination documentation

Comcast-Xfinity - 1-800-COMCAST

The following is a summary of your move in costs/payments: All checks shall be payable to: . Your monthly rent will be \$1,400.00 plus Parking \$

Prorated Pet Fee \$ (If Applicable)

Prorated Parking Fee \$ (If Applicable)

Security Deposit: \$

Total Owed: \$

Please be advised that total rent is due again on 09/01/2022 in the amount of \$1,400.00.

Chris Printup, the property coordinator will assist you with the move in process. Their Number is (215) 938-6665.

DO NOT park in the lot until you are given a parking sticker.

 <sup>2</sup> Geoff Beauportant

Case ID: 230701198

APARTMENT LEASE

Notice to Tenant: This Lease contains waivers of consumer rights. If you do not meet your Lease obligations, you may lose your security deposit. You may also be evicted and sued for money damages. By signing this Lease, you are waiving certain important rights. Please read it slowly and carefully and ask about anything you do not understand.

The Landlord and Tenant agree to lease the apartment on the following terms:

LANDLORD: Cresheim Valley

TENANT: [REDACTED]

Apartment: [REDACTED] Address: 7200 Cresheim Road Unit # [REDACTED] Philadelphia, PA 19119

Security Deposit: \$ Security Fee: \$

Lease Date: 08/01/2022 Term: 12 #Bedrooms: 3

Number of Occupants (Adults): 1

Beginning 08/01/2022 Monthly rent \$1,400.00 No. of Occupants (Minors):

Ending 07/31/2023 Yearly rent \$16,800.00 Monthly Utility Payment \$

Utilities and services paid by Landlord: water  sewer

APPLICATION FEE	\$	PAID	\$	DUE
KEY CHARGE	\$	PAID	\$	DUE
FIRST MONTH'S RENT	\$	PAID	\$	DUE
SECURITY DEPOSIT or FEES	\$	PAID	\$	DUE
BALANCE DUE ON OR BEFORE POSSESSION: \$				

Attached are pages including this page, which is a part of this Lease.

1. Use. The Apartment must be used and occupied only as a private residence of the Tenant. No adults other than persons signing this lease may occupy said premises without written consent of the Landlord. All minors under the age of 18 who will occupy the Apartment are:

Name: SSN:

Violation of this term shall constitute a breach of the lease agreement. Subletting is not permitted. Violation of this term shall be considered trespassing.

The Apartment and Complex are being rented "as is" and has been accepted by Tenants in its current condition. By execution of the lease, there are no other changes, modifications or items that are outstanding. This Complex may not comply with the American with Disabilities Act as it relates to accessibility. By execution of this lease, you acknowledge that the owner has no obligation, liability, responsibility to make any modifications or changes to the Complex or the Apartment as it relates to compliance with the Americans with Disabilities Act.

If you have another child, adopt a child or foster a child, it is your responsibility to immediately notify the Landlord of this change under your Lease.

Should your marital status change, it is your responsibility to immediately notify the Landlord of this change. In the event of divorce, separation or other claim by spouse or roommate, Landlord will require both parties' authorization to remove the other person from the Lease or release security deposit(s). In the event of dispute, Landlord reserves the right to hold security deposit awaiting copy of court order.

Tenants may have no overnight guests for more than two days per month.

Apartment may not be used for babysitting or daycare of minor not on the Lease.

Tenant may not have any roommates unless they are on the Lease.

2. Failure to give possession. Landlord shall not be liable if it cannot give Tenant possession on the beginning date of the Term. Rent starts at the beginning of the Term unless Landlord cannot give possession (rent shall then be payable when possession is available). Landlord must give possession within seven (7) days after the date on the application, or else Tenant may cancel and obtain a refund of

Date: Initials:

AP

money deposited. Application Credit Reporting Fees and monies are not refunded under any circumstances. Landlord will notify Tenant when possession is available. The ending date of the Term will not change.

3. **Rent, added rent, late payment charge.**

A. The rent for each month must be paid to and received by Landlord, on or before the first (1st) day of each month, at the Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent (and any partial or additional month's rent) will and Security Deposit be paid when Tenant signs this Lease. Tenant may be required to pay other charges or deposits to Landlord under the terms of this Lease. Whether or not stated as such, those other charges are considered "added rent". Added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Partial payment of rent, added rent or other charges does not waive Tenants responsibility for full payment, late fees and interest.

B. Monthly rent will be considered past due if it is not received on or before the close of business on the first (1st) day of the month in which it is due. If the Tenant fails to make payment by midnight of the fifth (5th) day of the month, the Landlord, without notice to the Tenant, may commence any legal action available to Landlord to obtain a money judgment against Tenant and/or regain possession of the Apartment and evict the Tenant for the default. Until the Landlord commences such a legal action for default, Tenant shall be liable for a late fees and interest at a rate of eighteen (18) percent per month for each payment that is late.

C. If Tenant makes partial payment, it is still subject to late fees and interest.

D. Cash will not be accepted.

E. If your rent is late or your check or money order bounces three times within a twelve-month period, the Landlord reserves the right to not only charge you with additional fees, but may also seek to evict you from the Apartment. Tenant may become subject to added cost or deduction from security deposit as denoted herein.

F. The late payment fee shall be 10% of the rent or added rent.

4. **Term.** The Term will end on the date stated above. Sixty (60) days Written notice from Tenant is required to end the Term. Landlord has no obligation to renew tenant's Lease. If Tenant does not receive Notice for Landlord extending Lease, then Tenant shall be considered a year to year Tenant

5. **Notices.** A. Any bill, statement, approval, consent, permission or notice must be in writing. If to Tenant, it must be delivered, posted on door or mailed to the Tenant at the Apartment. If to Landlord, it must be mailed or delivered to Landlord's address. It will be considered delivered on the day mailed provided, it was given by (i) certified or registered mail, return receipt requested. Each party must accept and claim the notice given by the other. Landlord will notify Tenant if Landlord's address changes.

B. All notices required to be given by Landlord to Tenant shall be sufficiently given by leaving same upon the desired premises or mailed to Tenant.

C. Notices to the Landlord must be given by certified or registered mail, return receipt requested, and addressed to Landlord. The only admissible evidence that notice has been given by Tenant shall be Return Receipt signed by Landlord, or, his agent. Landlord Notices, Address: P.O. Box 549, Abington, PA 19001.

Handwritten or typed letters, memos, correspondence in English are the only acceptable forms of notice.

6. **Utilities and Services.** A. Tenants will arrange and pay for all utilities and services, except the utilities to be paid by Landlord as stated above. Landlord has no obligation to provide (or liability for not providing) the utilities Landlord pays for or provides. Damage or theft to the equipment or appliances supplied by Landlord, caused by Tenant's, their guests, invitees or guests act or neglect, may be repaired or replaced by Landlord at Tenant's expense. The repair or replacement costs will be added rent.



B. Tenant may not use the dishwasher, washing machine, dryer, freezer, heater, ventilator, air conditioner equipment or other appliance unless installed by Landlord or with Landlord's written consent.

C. At the sole discretion of the Landlord, the Landlord may stop service, temporarily or permanently, of any utility including, but not limited to: plumbing, heating, elevator, air conditioner, electrical or other systems because of accident, emergency, repairs or changes, until the work is complete.

D. Landlord reserves the right to sub meter and bill Tenant for any utilities provided. Tenant will be billed for their consumption of said service. The cost for the utilities shall be invoiced as so desired by Landlord and are due within 30 days of the date of invoice. Utility charges are considered added rent. If not paid within 60 days, Tenant hereby authorizes Landlord to enter the Lease Premises and terminate service.

E. The Landlord, at its sole discretion, reserves the right to issue exclusive contracts or license agreement to suppliers for cable, electric, television, telephone, gas, and data. As a result, this may cause a disruption in the Tenant's services. Should Landlord issue an exclusive contract, then Tenant agrees not to use any other suppliers. The Landlord owns all supply sources into the complex and they are under his exclusive control.

F. Tenant is responsible for any overloading of electrical circuits. The Landlord makes no representations or warranties as to the ability of the electric service to handle any appliances or equipment. Tenant must not use more electric than the apartment or the building can safely carry.

G. Any required telephone or cable repairs will be performed at the expense of the Tenant.

H. In the event that any of Landlord's utility costs increase more than 10% in any given year, the Landlord reserves the right to increase Tenant's rent to cover the increased operating costs of the complex. The Landlord shall absorb the first 10% of any such increase and the Tenants shall absorb the remaining 90% of the increase, divided by the number of units in the complex. This shall be considered additional rent.

7. **Security Deposit.** Tenant gave security to Landlord in the amount stated above.

If Tenant fails to timely perform any term in this Lease (such as paying rent on time), Landlord may use the security. If the Landlord uses the security, Tenant shall (upon notice from Landlord) restore the security. The amount is due, when billed, as added rent, At all times Landlord shall have the amount of security stated above.

If Tenant (i) fully performs all terms of this Lease, (ii) pays rent and added rent on time, and (iii) leaves the Apartment in good condition on the last day of the term, then Landlord will return the security being held within thirty (30) days of vacating. The check will be addressed jointly to all persons whose names appear on the Lease as Tenants. Tenant may not apply security to pay rent or added rent.

If Landlord sells or leases the building, Landlord may give the security to the new buyer or lessee. In that case, Tenant will look only to the new buyer or lessee to return the security, and Landlord will be deemed released from all liability and obligations. Landlord may purchase security anywhere permitted by law.

Tenant's security will earn interest only when and as required by law, otherwise security will not earn interest. Interest on the security deposit will begin to accrue to Tenants benefit on the third anniversary of Tenant's occupancy provided Tenant is not in default of any other provisions contained herewith. The applicable interest rate should be that amount of interest paid on a passbook saving account at Commonwealth Bank.

Upon Tenant's vacating the Apartment, the Landlord shall inspect the apartment and deductions shall be made from the Tenant's security deposit. Tenant agrees to pay damages in excess of deposit amount within ten (10) days of written notification.

8. **Alterations.** Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built in" decorations, partitions, railings, or to make alterations or to paint or wallpaper the Apartment. Tenant must not change or impair the plumbing, ventilating, air conditioning, electric, heating or other systems. If consent is given, the alterations and installations will become the property of Landlord when completed and paid for. They will remain as part of the Apartment at the end of the Term. If Landlord

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Date: \_\_\_\_\_ Initials: \_\_\_\_\_

wants them removed, Landlord will give Tenant at least fifteen (15) days notice before the end of the Term. Tenant will comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a lien is filed on the Apartment or Building for any reason relating to Tenant, Tenant must immediately pay or bond the amount of lien within twenty (20) days. If not, Landlord may pay or bond the lien or take other action, as Landlord deems necessary at Tenants cost. Landlord's cost shall be added rent.

9. **Repairs.** Tenant must take good care of the Apartment and all equipment, appliances, property and fixtures in it. Landlord will repair the premises with reasonable promptness, unless caused by Tenant's act or neglect. In that case, Tenant must, at Tenant's cost, make all repairs and replacements. If Tenant fails to make a needed repair or replacement, Landlord may do so at Tenants cost. Landlord's cost will be added rent.

Charges for breakage and damage to property are pursuant to attached list which may be revised from time to time.

NOTE: For items not listed above the actual cost will be assessed plus 25%. Prices are subject to change without notice as prevailing costs change. Any items broken or damage during the term or move out of the Lease shall be considered added rent.

Upon Tenant's vacating the Apartment, the Landlord shall inspect the apartment and deductions shall be made from the Tenant's security deposit, in accordance with the above price list. Tenant agrees to pay damages in excess of deposit amount within ten (10) days of written notification.

10. **Fire, accident, defects, damage.** Tenant must give Landlord immediate notice of fire, accident, damage, or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable (as long as not caused by Tenant). If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable.

If the Apartment or Building is damaged by fire or other casualty, Landlord may cancel the Lease. If Landlord decides to cancel, Landlord will notify Tenant within thirty (30) days of the fire or casualty. If not, Landlord shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to delays such as settling insurance claims, weather, public authorities, Tenant's act or neglect. Obtaining estimates, labor or supply problems, or any other cause not fully within Landlord's reasonable control. If the fire or other casualty is caused by an act or neglect of Tenant (or Tenant's family, employee, guest or invitee), then all repairs will be made at Tenant's expense. However, Tenant must still pay the full rent with no adjustment. The cost of the repairs will be added rent.

**Under no circumstance shall Landlord ever be liable for any loss, theft, criminal action, repair, replacement, expense or damage to any person, property, fixtures, furnishings, personal property or decorations.**

If canceled, the Lease will end thirty (30) days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice, and pay all rent due through the date of the fire or casualty. The cancellation does not release Tenant of liability in connection with the fire or casualty or rent or added rent before the date of event.

11. **Liability. Under no circumstance shall Landlord ever be liable for any loss, theft, criminal action, repair, replacement, expense or damage to any person, property, fixtures, furnishings, personal property or decorations. In addition the Landlord is not responsible for any damage or injury caused by any other tenant, guest visitor, person, employee or invitee in the apartment, building or upon the complex.**

A. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

B. Landlord is not liable for damage or loss of personal property stored in any lockers. Any locker areas are not represented, as secure and only non-valuable objects should be kept in these storage facilities and any other storage facilities.

C. Tenant must pay for damages suffered and expenses of Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord because of Tenant's act or neglect, Tenant will defend Landlord at Tenant's expense, with an attorney of Landlord's choice.

D. Tenant is responsible for all acts or neglect of Tenant's family, employees, guests or invitees.

E. Tenant, Tenant's family, employees, guests or invitees are responsible for their conduct and the conduct of any animals they own. Tenant agrees to defend Landlord at Tenant's expense with an attorney of Landlord's choice should a suit be brought against Landlord for the conduct of an animal as stated above.

F. Landlord reserves its right to report to any governmental agencies, authorities, or social services office any conduct of Tenant, their guest, Tenant's family, employees, or invitees, which in the sole discretion of Landlord represents a threat to the Landlord, management staff or other Tenants.

G. Landlord reserves the right to contact the police and notify them of any criminal activity or suspicious behavior that in the sole discretion of Landlord, warrants police or other governmental agency action.

12. **Entry by Landlord, signs.** Landlord may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install, maintain, replace or perform other work that Landlord decides is necessary or desirable.

Management and management representative and servicemen may enter the Apartment at all reasonable times for any reasonable purpose. At reasonable hours Landlord may show the Apartment to possible buyers, lenders or lessees (of the entire Building or land, or for the Apartment). Landlord will try to give reasonable notice, except in emergency. Landlord may place "for sale" or "for rent" signs on the Apartment or Building.

Landlord is not required to provide Tenant with notice, but Landlord will try when circumstances permit.

In the event of emergency Landlord or its agents may enter upon the premises without notice to Tenant to perform those repairs and work as required or deemed necessary in the sole discretion of Landlord.

If the Landlord does not have keys to your apartment, the Landlord will request that you provide keys. If you do not supply keys to the Landlord within five (5) days of any request, this may be considered a breach of this agreement. Please consult Section 26.2 for additional regulations. Landlord reserves the right to not perform services in any unit whose Tenant has not provided keys.

13. **Assignment and sublease.** Tenant may not assign or transfer all or part of this Lease, or sublet all or part of the Apartment, or permit any other person to use the Apartment without written consent of Landlord.

14. **Subordination and Attornment.** This Lease and Tenant's rights are subject and subordinate (inferior) to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building of land, (c) agreements securing money paid or to be paid to a lender, and (d) terms, conditions renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. For example, if the Building or land is sold in a court proceeding known as "foreclosure", the new owner may cancel this Lease before the Term ends. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant. A new owner may want Tenant to remain as a tenant under the Lease. If the new owner requests, Tenant will sign as agreement recognizing that. This is known as "Attornment".

15. **Condemnation.** "Condemnation" means that a legal authority can take the Apartment, Building or land by paying Landlord. If all of the Apartment, Building and land are taken, the Term and Tenant's rights shall end when the authority takes title. If any part of the Apartment, Building or land is taken, Landlord may cancel this Lease on notice to Tenant. The cancellation date will be at least thirty (30) days after notice. If the Lease is canceled, Tenant must deliver the Apartment to Landlord on the cancellation date, together with all rent due to that date. The entire payment for any taking belongs to Landlord. Tenant

assigns to Landlord any interest Tenant may have to any part of the payment. Tenant shall not make a claim for the value of the remaining Term, or for Tenant's interest in the Lease.

16. **Construction or demolition.** Construction or demolition may be performed in or near the Building. This shall not affect Tenant's obligations in this Lease, even if it interferes with Tenant's use or enjoyment of the Apartment.

17. **Tearing down the building.** If the Landlord wants to tear down the entire Building, Landlord shall have the right to end this Lease by giving six (6) months' notice to Tenant.

18. **No liability for Tenant's property.** Landlord is not responsible for any reason (a) loss, theft or damage to the Tenant's property, or (b) injury caused by the Tenant's property or its use. Landlord does not carry insurance for Tenant's personal property. Tenant is hereby advised that they should obtain renters insurance at Tenants expense.

If Tenant moves out and fails to remove any of Tenant's personal property, than the personal property shall be deemed abandoned after 24 hours.

19. **Sidewalks, steps, terraces, courtyard and balconies.** The complex may have sidewalks, steps, terrace, courtyard or balcony. The terms of this Lease apply to the sidewalks, steps, terrace, courtyard and balcony, and they are considered part of the common areas and not the Apartment. The Landlord may make special rules for the sidewalks, steps, terrace, courtyard and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the sidewalks, steps, terrace, courtyard and balcony clean and free from snow, ice, leaves, garbage and any other items or obstructions. Tenant must keep all screens and drains in good repair. No cooking is allowed on the sidewalks, steps, terrace, courtyard or balcony.

Tenant may not keep plants; install a fence or any addition or obstruction, to the sidewalks, steps, terrace, courtyard or balcony. If Tenant does, Landlord has the right to remove, dispose and/or store items at Tenant's expense which shall be considered added rent. Tenant shall maintain the sidewalks, steps, terrace, courtyard and balcony in good repair.

20. **Tenants certificate.** Upon request by Landlord, Tenant shall sign a certificate confirming the following: (1) this Lease is in full force and unchanged (or if changed, how it was changed); (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; (3) Tenant is fully performing all the terms of this Lease and will continue to do so; (4) rent and added rent have been paid to date; and (5) any other reasonable statement required by Landlord. The certificate will be addressed to the party Landlord chooses.

21. **Correcting Tenant's defaults.** If Tenant fails to timely correct a default, Landlord may correct it as Tenant's expense. Landlord's costs to correct the default shall be added rent.

22. **Tenant's duty to obey laws and regulations.** Tenant, guest, invitees, or employees must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant will promptly deliver to Landlord notices from any authority or group. Tenant will not do anything to increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

23. **Tenant's default.** The following are not the only rights and remedies. They are in addition to those provided or permitted by law.

A. **Tenant's Waiver of Notices.** Landlord shall not be required to give Tenant a notice of default, or any opportunity to correct any default. Tenant also waives the right to receive a "notice of quit" or "note to vacate" from Landlord. This means Landlord is not required to notify Tenant to remove from (leave) the Apartment. Landlord may give Tenant a termination notice (but Landlord is not obligated to give that notice). If given, the termination notice will state the date the Term will end. Tenant must leave the Apartment and give Landlord the keys on or before the termination date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Apartment contains any misstatement of fact that is a default.

C. If (1) the Lease is terminated, or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment; or (4) the Term has ended; or (5) Tenant has defaulted in any obligation under this Lease, Landlord may, in addition to other rights and remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Tenant and any person or property, (b) eviction or other lawful method to take back the Apartment; and (c) sue for money damages.

D. If this Lease is terminated, or Landlord takes back the Apartment, the following shall take place:

1. Rent and added rent for the un-expired Term becomes due and payable at once.
2. Landlord may relet the Apartment and anything in it. The reletting may be for any term. Landlord may charge any rent (or no rent) and give allowances to the new Tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably feels needed to put the Apartment in good repair and to prepare it for renting. Tenant remains liable and is not released except as provided by law.
3. Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and last to pay any amounts Tenant owes under this Lease. Landlord's expenses include the cost of getting possession and re-renting the Apartment, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.
4. From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.
5. Money received by Landlord from the next tenant (other than the monthly rent) shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it. If Landlord relets the Apartment, the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses, without offset.
6. Tenant will pay Landlord all reasonable costs and expenses Landlord incurs to enforce this Lease. This includes reasonable attorney's fees, court costs and Administrative fees and expenses.
7. If Tenant changes employers and fails to notify Landlord of said change this is a default. If Tenant becomes unemployed than Tenant must immediately notify Landlord.
8. Tenant or Tenants insurance Company will be liable for all costs resulting from negligence or failure on behalf of Tenant to report problems with equipment, apartment, complex or facilities to Landlord.

24. **No waiver, illegality.** Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal or unenforceable, the rest of this Lease remains in full force.

25. **Insolvency.** If (1) Tenant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant thirty (30) days notice of termination of this Lease. If any of the above is not fully dismissed within the thirty (30) days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses, without offset.

26. **Rules and Regulations.** Tenant agrees to observe and abide by the following Rules and Regulations and SBG Management Policy/Resident Handbook, but not limited too for safety and care of the buildings and the comfort of all tenants in the complex. Notice of new Rules will be given to Tenant. Landlord need not enforce Rules against other tenants. Landlord is not liable to Tenant if another tenant(s) violates these Rules. Tenant receives no rights under these Rules. The Landlord may make further Rules and Regulations for the safety and proper care of the buildings, as well as the comfort of the Tenants. The Tenant agrees to abide by them. If Tenant, their guests, invitees or employees fails to

comply with any of the rules in the in the sole discretion of the Landlord, Landlord reserves the right to terminate the lease for an unreasonable conduct in accordance with Section 42.

**26.1. Noise** -The comfort or rights of other Tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed. For example, the Tenant shall not play any musical instrument, radio or television on the leased premises before 8:00 a.m. or after 7:00 p.m. The Tenant shall keep the volume of any radio, television or musical instrument sufficiently reduced at all times so as not to disturb other tenants in the building. Tenants may not conduct vocal or instrumental practice or instruction on the premises.

**26.1.0 Cleanliness/ Trash/ Housekeeping** - Landlord has instituted a proactive termite control program utilizing safe chemicals. Prior to your occupancy, the unit did not contain any roaches, termites, mice, lice, bedbugs, rats, or fleas. Any infestation of the above within 90 days of your occupancy shall not be the responsibility of Landlord. Please properly insure that when moving your furniture, carpets, and belongings, that they are not infested.

If there should become a lice or bedbug infestation, the Tenant is responsible for cost of cleaning and extermination.

As part of the Landlord's proactive termite control problem, the Landlord reserves the right to inspect any unit at any time for housekeeping and cleanliness. If the Tenant does not maintain its unit and appliances in a clean condition in accordance with the guidelines of the Landlord's housekeeping program, then this may be cause for eviction.

Tenants are not permitted to store clothes on the floor, place mattresses directly on the carpet, or sleep directly on the carpet.

Tenant shall maintain the Apartment in a good state, safe and clean, and will not store or bring hazardous or flammable materials into the Building or the Apartment. Tenant will not perform any hazardous act that might cause fire or increase insurance premiums on the premises. Garbage shall be sealed and removed from the Apartment daily and placed in the dumpsters provided by landlord. Tenant is responsible for the Cleanliness and housekeeping of their Apartment, balcony and fire escapes. If because of Tenants poor housekeeping a terminate problem evolves than Tenant will become responsible for additional exterminating costs.

Tenant will be fined \$50.00 for each bag of trash and \$100.00 for each piece of furniture not placed in the dumpsters.

**26.2. Keys, Locks and Doors** -Tenant must give to Landlord keys to all locks. Doors must be kept locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term. Landlord shall provide a lock for Tenant's exterior door. Tenant agrees not to change or add additional locks to any doors on the apartment or building complex. Tenant agrees that locks will not be changed without prior written permission by Landlord. Landlord provides no lock-out service.

1. If Tenant, their employees, guests or invitees are found disabling, modifying, vandalizing or otherwise disabling or leaving open any door or gate on the premises, landlord may:

- a. Make repairs at Tenants expense of which said cost shall be considered added rent or
- b. Take further action to evict tenant for unreasonable conduct in accordance with Section 42.

2. Duplication of keys or key cards is prohibited. Anyone found in possession of a key and/or key card that was not distributed by Landlord will have the key and/or key card immediately confiscated and access denied, pursuant to Section II.

3. If you place a security lock on your apartment door, you **MUST** provide the office with a key. Failure to do so will result in Lessee's liability for any and all damages resulting from our inability to enter the apartment, or for any and all damages resulting from our attempts to enter the apartment. Maintenance will not be scheduled or performed for Tenant refusing to provide us keys.

4. Failure to return all keys to the Landlord by noon of the last day of this Lease will result in forfeit of the entire security deposit.

5. **The Landlord provides no lock-out service.** If a Site Manage or Maintenance person desires to provide a lock-out service at the sole discretion of the employee, then it is done with the following understanding.

- a. The Landlord has no responsibility or liability.
- b. Between 8:00 a.m. and 9:00 p.m., there is a fee of \$25.00 paid in cash. Between 9:00 p.m. and 8:00 a.m., there is a fee of \$50.00 paid in cash.

Once again, we do not provide any lock out service. If Tenant does not wish to pay employees, then they are to get a Locksmith, at the Tenant's sole cost and expense.

26.3. **Waterbeds** -No waterbeds or water filled furniture are allowed in the Apartment.

26.3.1 **Carpet and Flooring** - The Tenant is responsible for having its carpet cleaned once per year or as directed to do so by Landlord. Upon this being completed, the Tenant shall provide to Landlord a copy of the receipt.

It is the responsibility of a Tenant who has carpeting in its apartment to have a vacuum. During the Housekeeping inspection, the Landlord reserves the right to check the condition of the carpet to see that it is vacuumed. If there is no vacuum on the premises, this may be subsequent cause for further action under the terms and conditions of this lease.

26.4. **Dogs, cats, birds or other animals or pets** are not allowed in the Apartment or Building without prior written consent. Feeding animals from the Apartment, sidewalks, steps, terrace, balcony or public areas is not allowed. Feeding of stray or wild animals is strictly prohibited.

Tenants are responsible for the conduct and damage caused by their animals. Tenants may be evicted for having animals without consent.

26.5. **Laundry** machines are used at Tenant's risk and cost. Instructions must be followed. Tenant agrees not to hang or place laundry on the exterior of any building or lawn. Tenant also agrees not to hang laundry in the laundry areas. Hanging of clothes, towels, or any other items outdoors or out of windows is strictly prohibited. Tenant agrees, under any circumstances not to use any laundry or drying machines in the Apartment. Installation or use of same shall constitute a breach of lease. Tenant may, at his/her option, use laundry and vending facilities provided by the Landlord, but it is understood that such use is at Lessee's sole risk and expense and Tenant will assume no responsibility for items lost or damaged as a result of such use.

26.6. **Moving** - furniture, fixtures or equipment to and from the leased premises is only permitted between the hours of 8:00a.m. And 7:00p.m. Tenant authorizes Landlord to keep moving companies or trucks off the premises if Tenant's rent is not paid in accordance with the terms of this Lease. Any packing cases, barrels, or boxes, which are used in moving, must be removed by Tenant or by the moving company.

26.7. **Complex Employees** - Tenant must not send Landlord's employees on personal errands. Landlord is not responsibility for any property left with employees. Any threat or harassment of an employee or subcontractor are grounds for eviction.

The Complex employees are to be treated with the utmost respect and dignity, and shall not be subject to any threatened or actual verbal or physical abuse from any Tenant, guest, invitee, or any other person or occupant of a unit. Any violation of this shall be met with the strictest of consequences including criminal action, civil action and expulsion in accordance with Section 42.

26.8. **Vehicles and Parking** – The Tenant only at his sole risk and without any liability on the part of Landlord may use a parking space, if available. It is agreed that if no parking spaces are designated, then the Landlord reserves the right to assign and limit parking. Landlord provides parking on a Tenant only first come first serve basis. No parking is reserved. Tenant is not permitted to park in driveways, sidewalk or restricted areas.

Improperly parked vehicles may be removed without notice at owner's expense. Tenant is not permitted to park in driveways or restricted areas.

No commercial vehicles, trailers, mobile homes, boats, campers or any object or vehicle with a hitch or any vehicle larger than a pickup is permitted in the parking lot. Violation of any of these rules may result in vehicle being towed without notice at owners expense and risk.

Tenant agrees not to have any vehicle in the parking area that is not in working condition, lacking current inspection, registration or is unlicensed.

Landlord reserves the right to change parking rules, discontinue use of parking lot or charge for parking at Landlords sole discretion.

Landlord is not responsible for theft of personal property, theft of vehicle or damage to any vehicle in parking lot. Tenant assumes full risk for use of parking lot.

No washing, changing of fluids or servicing of vehicles is permitted.

The use or storage of Tenant's or any other person's vehicle, whether or not parked or being driven in or about the parking area or garages, if any, shall at all times be at the sole risk of Tenant or owner.

Should any employee or Landlord assist Tenant with parking, moving or handling Tenant's or any other person's vehicle or other property, that employee is considered the agent of Tenant or such other person and not of Landlord. None of them shall be liable to Tenant or to any other person for the act of omission of any employee, or for the loss of or damage to the vehicles of any of its contents, or other property.

No parking is permitted in front of the dumpster areas or in such a way as to obstruct trash removal or to block another vehicle.

Tenant shall operate all vehicles in accordance with all Governmental regulations.

No guest, invitee or employee of Tenant may use parking areas.

26.9. **Debris** -Tenant will not throw anything from the Apartment, or hang or shake anything from sidewalks, steps, windows, terraces or balconies.

26.10. **Christmas Trees** - Tenant may not have live Christmas trees. If the Tenant should us a live Christmas tree, it is the Tenant's responsibility to see that the live tree is sprayed with a fire retardant spray. Any damage or additional cleaning necessary as a result of the use of a live tree will be assessed against the Tenant and considered added rent.

26.11. **Roof** -No one is permitted on the roof.

26.12. **Common Areas** - Nothing may be used in, kept in, stored, placed on or attached to fire escapes, sills, windows, balcony, stairs or exterior walls of the Apartment or in the hallways, public and common areas. Tenant will not place trash, garbage, or trash containers on patios, stoops, hallways, stairs, laundry areas, terraces, balconies and/or public common areas. Tenant must place trash in sealed containers in designated locations or dumpsters.

26.13. **Energy** -Tenant shall conserve energy. Tenants shall not open widows during heating season. The Tenant will not regulate heat in the Apartment by opening windows. If the Tenant opens windows to regulate heat, the Tenant will be fined Twenty-five (\$25.00) dollars each time. This charge is considered added rent.

Do not use oven for heat.

No kerosene heaters are permitted.

26.14. **Plumbing and Equipment** - Plumbing fixtures and all other property and equipment must be used only for their intended purpose.



26.15. **Instruments** -Tenant agrees not to install piano, organ, or percussion instruments of any kind in or upon the Apartment without prior written consent of Landlord.

26.16. **Water**-Using water for any purpose outside the Tenant's apartment is prohibited.

26.17. **Returned Check** - A service charge of Fifty (\$50.00) dollars will be made upon the Tenant if a bank refuses payment of a check or money order from the Tenant for any amount due under the Lease. This charge is considered added rent.

26.18. **Return Payment Fee** - Any returned check or money order which makes any payment for an amount due under this Lease late will cause late fees to be charged in addition to the returned check or money order fee of \$50.00. This charge will also be considered added rent.

26.19. **Antenna/Dish** -The Tenant will not erect an antenna or dish of any type on the exterior of the Building or chimney. Any such antenna will be removed at the Tenant's expense. This expense is considered added rent.

26.20. **Fire Protection** -The Landlord acknowledges that the Tenant has been instructed by the Landlord on procedures needed to test the smoke detectors in the Apartment and in the Building of which the Apartment is located. Landlord acknowledges that Tenant fully understands how to test the smoke detectors. Tenant promises to test monthly or more frequently, as recommended by the manufacturer, all smoke detectors in the Apartment. Tenant agrees to notify the Landlord immediately if any smoke detector is found not working for any reason. Tenant agrees to pay for and keep fresh batteries in each smoke detector in the Apartment when applicable. Tenant agrees not to remove, tamper or disarm any smoke detector or part of fire alarm or life safety systems. The cost for a false alarm will be \$250.00. The cost of emptying a fire extinguisher in a none-emergency is \$100.00. This shall be considered added rent.

26.21. **Light Bulbs and Fuses** - Landlord will supply Tenant's Apartment with light bulbs, fuses and fluorescent starters when Tenant moves in. Tenant will furnish replacement light bulbs, fuses and fluorescent starters and agrees to leave these light bulbs, fuses and fluorescent starters when the Tenant vacates the Apartment.

26.22. **No Loitering** -There shall be no loitering in the halls, stair towers, fire escapes, courtyard, rear of the complex, public or common areas, parking lot or any other areas.

26.23. **Playing** -There shall be no ball playing, horseplay, sporting activities, game playing bicycling, roller-skating or the like in the halls, stair towers, fire escape, courtyard, rear of the complex, public or common areas, parking lot or any other areas.

26.24. **Storage** -Tenants is not permitted to place or store belongings of any sort in stair towers, building hall closets, building hallways, laundry rooms, building foyers, heater closets, balconies or fire escapes or any other area outside of Apartment. Any items found in these locations will be disposed of without notice and with no liability on the part of the Landlord.

26.25. **Barbecuing** – Barbecuing or storing of barbecue grill is not permitted any where inside or outside the complex.

26.26. **Drugs** - If Tenant, his employees, guest or invitees are suspected, accused, charged or found guilty of drug use, drug dealing or possession of drugs or drug paraphernalia, Landlord reserves the right to terminate Tenants lease for unreasonable conduct in accordance with Section 42. This applies to illegal drugs.

26.27. **Guns** - If Tenant, his employees, guest or invitees are suspected, accused or found guilty of illegal gun dealing or in possession of guns without a proper carry or dealers permit. Landlord reserves the right to terminate Tenants lease for unreasonable conduct in accordance with Section 42.

26.28. **Video Surveillance and Security.** Landlord has no obligation to supply security at the complex. Landlord makes no representation, warranty or guarantee as the security or safety at the complex. The Landlord has no duty to protect any Tenant, guest, invitee or other persons, whether in an apartment, building complex, or adjacent to any Complex.

Tenant recognizes that video surveillance systems may be in use at the sole discretion of the Landlord. Landlord reserves the right to turn all surveillance videos to the authorities for their use.

If someone is in your unit without written authorization and are not on the Lease, this will be treated as a break in by the Landlord and referred to the authorities for prosecution.

Tenant acknowledges that Maintenance personnel, Property Managers and subcontractors under the control of Landlord, shall be in their Apartment. It is the responsibility of Tenant to secure all valuables. It is not the responsibility of Landlord for any lost or stolen items, whether in the Apartment or Building Complex.

26.29. **Carpet and Flooring.** The carpets and flooring installed in and about the demised premises are and shall remain the property of the Landlord. Tenant shall maintain the same in as good condition and order as they are at the beginning of this Lease, reasonable wear and tear alone excepted. Tenant shall be responsible for any loss of, or damage to, said carpets or flooring and shall further be responsible for the cleaning thereof. Any damage to flooring by pets or children is the Tenants responsibility.

26.30. **Hardwood Flooring.** The hardwood flooring and vinyl tile installed in and about the demised premises are and shall remain the property of the Landlord. Tenant shall maintain the same in as good condition or order as they are at the beginning of this Lease, reasonable wear and tear alone accepted. Tenant shall be responsible for damp mopping of the hardwood floor on a monthly basis. Tenant shall be responsible for any loss of, or damage to, said hardwood or vinyl tile and shall further be responsible for cleaning thereof. Any damage to flooring by pets and children is the Tenant's responsibility.

26.31. **Social Gathering and Parties –**

**Guests** – Tenants are solely responsible for their guests, visitors and invitees behavior, disturbance or vandalism.

**Alcohol Use** – Tenants, their guests, visitors and invitees are not permitted to drink alcoholic beverages in the common areas, courtyard, halls, stair towers, fire escapes parking areas or any other place at the complex except inside their Apartment.

**Noise Levels and Conduct** – As judged in the Landlords sole discretion, hosting a loud, boisterous party that interferes with the rights of quiet enjoyment of other tenants is a violation of this lease and can lead to the Tenants eviction. If the police are called in response to any party this is automatic ground for eviction.

26.32. **Candles and Incense** – The burning of candles or incense is strictly forbidden as it may result in fire.

26.33. **Emergency** – If you ever need emergency service call 911 immediately. The landlord is not responsible for emergency response or service.

26.34. **Incident Report** - If anything happens at the complex for which the Tenant needs to claim, the Tenant is required to submit an incident report on the attached form within 24 Hours of the incident.

26.35. **Service Request** - All non-emergency service requests must be made in writing on the attached form. The complex employees may not perform non-emergency work without this paper work.

26.36. **Smoking** - It is not the Landlord's intent restrict anyone from smoking within their apartment, however, Tenant recognizes that if Tenant is a smoker or allows their guests or invitees to smoke in the apartment, then the Tenant will automatically be billed the cost to repaint the apartment and shampoo the carpet. This is in accordance with Section 39, Subsections 8a and c.

26.37. **Mail and Packages** - The Landlord has no responsibility to receive or distribute Tenant's mail, packages, express deliveries or hand deliveries. The Landlord makes no representation as to the condition of mailboxes and/or the facilities ability to receive packages.

27. **Representations, changes in Lease.** Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in

writing signed by and delivered to each party. Any bill, statement, approval, consent, permission or notice must be in writing.

28. **Landlord unable to perform.** Landlord may be delayed or unable to: (a) carry out Landlord's promises or agreement; (b) provide any service or utility required to be provided; (c) make any required repair or change to the Apartment or Building, or (d) supply any equipment or appliances required to be supplied. Tenant's obligations are not affected if that results from settling insurance claims, obtaining estimates, weather, labor or supply problems, public authorities, Tenant's act or neglect, emergency or any other cause not fully within Landlord's reasonable control.

29. **Intentionally left blank.**

30. **Transfer of Tenant.** If at any time, Tenant has to transfer from one Apartment to another as a result of no failure or default on behalf of Landlord, then Tenant shall be subject to those costs as outlined in Section 39, Subparagraph 8, Sections 40 & 41.

31. **Quiet enjoyment.** Subject to the terms of this Lease, as long as Tenant is not in default, Tenant may peaceably and quietly have and enjoy the Apartment for the Term.

32. **Landlord's consent.** If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court for a declaratory judgment to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money (or subtract any sum from the rent) because such consent was not given.

33. **Limit of recovery against Landlord.** Tenant is limited to Landlord's interest in the Building for payment of a judgment.

34. **Parties bound by Lease.** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

35. **Landlord.** Landlord means the owner of the Apartment, or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Apartment is transferred. Landlord's agents or employees may perform any acts Landlord may do.

36. **Paragraph headings.** The paragraph headings are for convenience only. They should not be used to interpret the Lease.

37. **Furnishings.** If the Apartment is furnished, the furniture and other items are accepted as is. If an inventory is supplied, each party shall sign a copy. At the end of the Term, Tenant shall return them clean and in good order and repair. Tenant is not responsible for ordinary wear and tear.

38. **Broker.** Tenant states that no broker assisted with leasing the Apartment except the Broker named in the heading of this Lease. Tenant will pay Landlord any money Landlord may spend if this statement is incorrect.

39. **Deduction from security deposit.** The Tenant authorizes the Landlord to deduct from the Tenant's security deposit the following charges when applicable, but not limited to:

1. Any rental payment or portion of a rental payment or added rent required under this Lease, which is not paid;
2. Any late charge or check or money order return fee as discussed in this Lease;
3. Reasonable attorney fees caused by enforcement of the terms and provisions of this Lease;
4. Court costs and reasonable legal fees caused by enforcement of the terms and provisions of this Lease;
5. The costs of any repairs, replacements, redecorating and/or refurnishing of the premises or any fixtures, systems or appliances not caused by reasonable wear and tear;

6. Any costs and expenses incurred by the Landlord, which arise from the Tenant's failure to perform any obligation under this Lease;
7. Those charges identified herein, but not limited too;
8. If the Tenant moves out before one (1) full year of occupancy, or is evicted before one full year of occupancy, the following charges shall be deducted from any security deposits or included as part of your default amount.
 

a) Repaint Apartment	\$800.00
b) Clean Apartment	\$400.00
c) Shampoo Carpet	\$400.00

If the Tenant occupies the Apartment for a period longer than three years, the Landlord may pay the cost of repainting when the tenant vacates.

9. Upon Tenant's vacating the Apartment, the Landlord shall inspect the Apartment and deductions shall be made from the Tenant's security deposit, in accordance with the price list noted in section 9. Tenant agrees to pay damages in excess of deposit amount within ten (10) days of written notification.

40. **Release of security deposits.** The Landlord will release the Tenant's security deposit subject to the following provisions:

1. At the end of the Term, Tenant must leave the Apartment clean and in good condition, subject to ordinary wear and tear. Tenant will remove all of Tenant's property, installations, alterations and decoration. Tenant will repair all damages to the Apartment and Building caused by moving. Tenant will restore the Apartment to the same as or better condition than at the beginning of the Term.
2. At the expiration of the lease the Tenant must give sixty (60) days written notice prior to vacating the Apartment. The sixty (60) day written notice must be given from the first (1st) day of the month prior to vacating. For example, if the Tenant plans on vacating the Apartment in the middle of the month of May, the Tenant must still give notice sixty (60) days prior to May 1st.
3. The entire Apartment, including but no limited to the range, refrigerator, carpets, bathrooms, closets, cupboards, windows, blinds, flooring etc. must be cleaned.
4. The refrigerator must be defrosted.
5. There must be no outstanding late charges, check return fees, delinquent rents, added rents or other charges.
6. All debris, rubbish, trash and discard must be place in the dumpster containers provided.
7. There must be no damage to the property beyond normal wear and tear.
8. All keys and key cards must be returned to the Landlord.
9. A written forwarding address must be left with the management office.
10. If Tenant fails to give sixty (60) days written notice, Tenant shall forfeit the security deposit.
11. All utility bills are paid.
12. All added rent is paid
13. Compliance with all terms of Lease.

41. **Early Termination of Lease.** A. Tenant or the Landlord may terminate this Agreement at the end of the Term by giving the other party at least sixty (60) days prior written notice. If no such notice is given,

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

the Term of this Agreement will be extended for a one (1) year term. If the Term of this Agreement is extended for one (1) year, the rent increase will be determined by management from year to year until the Agreement is terminated by either the Landlord or the Tenant upon sixty (60) days written notice at the end of the Lease Term.

If the Tenant's present employer transfers the Tenant's place of employment outside of the sixty (60) mile radius of the Premises, the Tenant may terminate this Agreement. If the Tenant's employment is transferred outside of the sixty (60) mile radius of the Premises, the Agreement may be terminated by Tenant giving sixty (60) days written notice and paying an additional sum equal to one (1) month's rent under the Lease. Written notice of such transfer from the Tenant's employer is required.

If the Tenant is inducted, recalled, transferred or discharged from military service, the Tenant may, upon giving sixty (60) days written notice and paying an additional sum equal to one (1) month's rent, terminate this Agreement. A copy of a Tenant's military orders is required.

Under all circumstances, herewith, the cost denoted in Section 39 shall apply.

42. **Unreasonable Conduct and Behavior Eviction.** If at any time the Landlord in his sole discretion determines that the Tenant's conduct or the conduct of other occupants of the leased premises visitors, employees, guests or invitees is unreasonable or interferes with the quiet enjoyment of other tenants or violates any of the rules and regulations then the Landlord or governmental authority may ask the conduct be discontinued. If the conduct continues, after the Tenant, other occupants or visitors, employees, guests or invitees have been asked to discontinue such conduct, the Landlord has the right to terminate this Lease by giving the Tenant personally or by leaving at the leased premises, a five (5) days written notice to vacate the premises. The term of this Lease shall terminate upon the expiration of the five (5) days and the Landlord will be entitled to the immediate possession of the premises upon the same terms and conditions as denoted herein 44 shall apply. Landlord may also evict the Tenant for any other cause that the law allows.

Tenant may also be evicted if Police or other law enforcement agency of governmental authority is summoned to apartment or building complex as a result of Tenant, guest or invitees conduct or at the request of said agency.

43. **Eighteen Percent Interest on all Amounts Due.** If the Landlord fails to receive the Tenant's monthly rent installment, added rent, or money due under the terms of this Lease, including but not limited to attorney's fees, costs, etc., the Tenant in addition to the rent, added rent, or other payments due, shall pay ten percent (18%) interest on all amounts due from the date the payments are due.

44. **Attorney Fees and Costs.** The Tenant will be responsible for any court costs and/or attorney's fees incurred for the collection of any delinquent rent, added rent, or any other payment due under the terms of this Lease or resulting from the enforcement of any other provisions of this Lease. In addition, Tenant will be responsible for any administrative fees or expenses, which shall be a minimum of \$250.00 once any judicial action is taken.

45. **Holding Over.** In the event tenancy under this Lease is terminated for any reason, and the Tenant remains in possession of the Apartment, the Tenant shall be considered a "hold-over tenant" and the Landlord shall have the right to remove the Tenant and the Tenant's possessions from the premises. Also, the Landlord shall have the right to change the locks and take such other steps as the Landlord finds appropriate to regain possession of the premises.

In the event of holdover past the lease expiration date, Lessee will be liable for rental payments of double the monthly rent amount specified within the lease until such time as apartment is vacated.

46. **Tenant's Knowledge and Understanding of Lease Contents.** The Tenant was interviewed and had explained to him/her the management policy, admission and occupancy policies, regulations and standards of conduct, the Lease, and vacating procedures and he/she fully understands them.

47. **Notice of Tenancy Registration.** Your new tenancy may be registered with The Registry, Inc., and a consumer-reporting agency for real property new transactions. At the end of your tenancy, the closing status will also be reported. A faithful performance of your rental agreement/lease, and a satisfactory termination of your tenancy will reflect favorably on your real property consumer life.

Misconduct and/or a serious breach of your performance of your rental agreement (nonpayment or late payment of rent or added rent) and/or abnormal termination of your tenancy will reflect badly on your real property consumer file and may seriously hamper your ability to obtain desired housing in the future and/or hamper your ability to obtain any credit and/or loans. Credit ratings may be filed monthly with The Registry. All late payments are reported. Any unsatisfactory lease termination will be reported immediately.

48. **Signatures, effect date.** Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties. With more than one Tenant signing this Lease, their liability will be joint and several. This means that each is fully responsible for performing all obligations, and for all payments.

49. **Appliances,** The Apartment has been provided to Tenant with the following Appliances:

	Tenant Initials
One Refrigerator	_____
One Stove and oven	_____
One Air conditioner	_____

Stove and oven: It is the responsibility of the Tenant to keep the stove and oven clean. These items will be reviewed during the housekeeping inspection for cleanliness. The Landlord will not service any stove or oven that is dirty, greasy, or filthy. Stove and oven should be cleaned monthly.

Refrigerator: If you are at a Complex in which a refrigerator has been provided, you are required to defrost the refrigerator each month. If damage to the freezer is caused as a result of failure to defrost or as a result of the way in which you defrost, you shall be billed the full cost of \$400.00 for the refrigerator.

50. **"AS IS".** The Landlord is renting this apartment to the Tenant **"as is"**. The Landlord is not responsible for allergies, mold, breathing disorders, changing of air filters, or housekeeping of Tenant.

Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment "as is".

51. **Documents.** Any and all documents provided to Landlord or obtained by Landlord from third parties, shall remain the sole and exclusive property of Landlord.

52. **Community Groups/ Civic Groups.** The Landlord has no obligation to recognize any Tenant groups, civic groups, civic associations, or other mercantile or Tenant organizations. Any recognition by the Landlord is done as a courtesy only. The Landlord reserves the right to recognize some groups and not others.

53. **Inspection.** Should a Tenant require an inspection of the unit by a governmental agency for compliance, it is the responsibility of the Tenant to be present and allow access to the unit for the Inspector. Any failure on behalf of the Tenant to admit an Inspection or to delay the repairs of the work as outlined in an Inspection Report will cause the Tenant to be fully obligated and liable for all rents and added rents under the Lease, should the governmental agency suspend assistance, voucher, payment or other financial aid.

I HAVE READ THIS ENTIRE FORM AND FULLY UNDERSTAND ITS CONTENTS

BY:

\_\_\_\_\_  
FOR Cresheim Valley REALTY CO. L.P.  
LANDLORD

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TENANT

ATTACHMENTS:

- Welcome Letter
- Lease
- Smoke Detector Fire Alarm
- Drug Fee Housing
- Disclaimer of Liability
- Criminal
- Disclosure of info on Lead Based Paint
- Utilities Agreement
- Damage Charges List
- Key Plan
- Bed Bug Addendum
- Bed Bugs: A Guide
- Childhood Lead Poisoning Prevention
- Pest Addendum
- Parking Addendum
- Partners For Good Housing
- Patriot Act
- Policy Resident Handbook Signature Page
- Satellite Dish - Roof Access Addendum
- Trans Union Credit Bureau
- Mold Addendum
- Mold, Moisture, and Your Home
- Mold, Moisture signature page
- Protect Your Family from Lead In Your Home
- Childhood Lead Poisoning Form

SBG/LEASE TEMPLATES  
Cresheim Valley LEASE 113012

Date: \_\_\_\_\_ Initials: \_\_\_\_\_



<sup>18</sup> Geoff Beauparlant

**SMOKE DETECTORS/FIRE ALARM SYSTEMS**

An operating smoke Detector is installed in the unit you are occupying. You are required to test the detector for proper operation during your inspection of the unit prior to move in. If the detector is not operable, a notation to that effect should be made on the move in inspection sheet. As a tenant, your on going responsibilities are as follows:

- a. Periodically check the detector for proper operation.
- b. Report any inoperative detector to the Complex Manager.
- c. If a battery operated detector is installed in your unit, you are responsible for the replacement of expended batteries. When the battery is beginning to wear out, the detector will omit a beep which indicates that it is time to replace the battery.
- d. Under no circumstances should the detector be disabled, removed or tempered with by the tenant, guest or invitee. During the Annual Physical Inspection of the unit by the management, any detector noted that has been disabled, removed or tampered with by the tenant, guest or invitee will be grounds for eviction or charge for repair and re-certification.
- e. Report repeated false alarms to management.
- f. Under no circumstances should tenant, guest or invitee touch, disable, or tamper with any part of the fire alarm or life safety systems.

Management Staff Shall:

- a. Inspect the detector for proper operation during their annual physical inspection of the unit. A notation will be made in the inspection sheet outlining the status of the detector.
- b. Any inoperable detector noted during the physical inspection or called in by the tenant will be repaired or replaced within forty-eight (48) hours.
- c. The move in sheet will be annotated to reflect that a detector was installed in the unit.

We certify that we have read and understand the contents of this memorandum.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date

Sbg/lease addendums  
Smoke Detector Fire Alarm 100804



TTY



Equal Housing Opportunity  
Equal Opportunity Employer



Wheelchair  
Accessible



**DRUG FREE HOUSING**

In consideration of Management, Landlord and Owner allowing you to occupy an apartment, Tenant agree as follows:

1. Tenant, any member of the Tenant's household, or a guest, invitees, or other person under the Tenant's control shall not engage in criminal activity, including drug-related activity, on or near (within 1 mile) property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, or intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substances Act D.S.C. 802).
2. Tenant, any member of the Tenant's household, or guest, invitees, or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near (within 1 mile) property premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest, invitee or other person.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near (within 1 mile) property premises or otherwise.
5. Tenants, any member of the Tenant's household, or a guest, invitees, or other person under the Tenant's control shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms, on or near (within 1 mile) property premises.
6. VIOLATION OF THE PROVISIONS SHALL BE A MATERIAL VIOLATION OF OCCUPANCY RIGHTS AND GOOD CAUSE FOR TERMINATION OF RESIDENCY. A single violation of any of the provisions of this Agreement shall be deemed a serious violation and a material non-compliance. It is understood and agreed that a single violation shall be cause for termination of occupancy or residency.
7. In case of conflict between the provisions of this Agreement and any other provisions of any Policy/Resident Handbook or the rules, the provisions of the Agreement shall govern.
8. Landlord need not provide any evidence and may rely on mere suspicions.
9. Tenant shall be responsible whether Tenant has knowledge or not.

**I hereby certify that I have read, understand, and agree to adhere to  
The terms and conditions stated in this document.**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date

Sbg/Lease Addendum  
Drug Free Housing 100804



**DISCLAIMER OF LIABILITY**

The Management, Landlord, and Owners of this apartment complex hereby notify all residents and occupants that Management, Landlord and Owner are not responsible for the loss or damage to any person's personal property. Such items are not covered by the apartment's insurance. Your persons and personal property is solely your responsibility.

The following are examples, but not limited to, incidents for which the Management, Landlord or Owner has no liability.

**BURGLARY** – Should your apartment be burglarized and some or all of your possessions, cash or valuables are stolen, Management, Landlord or Owner has no liability.

**WATER DAMAGE** – If a water line broke in the building, ruining your apartment and your possessions, Management's, Landlord's or Owner's insurance would cover damages to the building, but not your personal property or possessions.

**FIRE** – In the instance of a fire, again Management, Landlord or Owner maintains insurance coverage for the building, but not your property or possessions.

**PERSONAL** – If you are attacked, killed, mugged, robbed, bitten, raped, fall, trip, infected or slip or incur any other medical illness or injury, Management, Landlord or Owner has no liability or responsibility.

**DISPLACED** – In the event of any displacement because of fire, flood or any other reason your apartment may not be occupied, the Management, Landlord or Owner have no responsibility to move, relocate or provide housing, either temporarily or permanently.

**EXAMINATION** – In the event I am injured on the premises or in the apartment, I agree to immediately notify Management, Landlord or Owner within 24 hours of occurrence.

I also agree that the Management, Landlord or Owner may require me to be examined by their physician at their sole cost and expense. The doctor will only be required to disclose findings to Management, Landlord or Owner and has no obligation to disclose his findings to any other party.

With this information in mind, Management, Landlord or Owner would like to strongly recommend your purchase of a Renter's Insurance Policy or other insurance to provide coverage for your personal property, person or displacement.

**RELEASE:**

I further agree not to bring a suit, claim, litigation or judicial action against Management, Landlord or Owner for any reason.

I hereby certify that I have read and understand the information provided above.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Co-Tenant

\_\_\_\_\_  
Date

Sbg/lease addendum  
Disclaimer of liability 100804

<sup>2</sup> *Geoff Beauparlant*

**TERMINATION OF TENANCY FOR CRIMINAL ACTIVITY**

The Department of Housing and Urban Development (HUD) has issued regulations making criminal activity grounds for termination of tenancy.

Specifically, any of the following shall be grounds for immediate termination of your residency or occupancy rights:

1. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents; guests or
2. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity (within 1 mile) of the Premises; or
3. Criminal activity that threatens the health or safety of any staff responsible for managing the Premises (whether on the premises, or not); or
4. Drug related criminal activity on or near (within 1 mile) the Premises, engaged in by a tenant, any member of the tenant's household, or any guest or other persons under the tenant's control. Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession, or the intent to manufacture, sell, distribute, or use a controlled substance; or
5. Disabling, tampering or otherwise damaging doors, hardware, gates, fencing, entry system, intercom systems, etc.; or
6. Any threat, verbal abuse, act of intimidation, terrorist threat or any other action that interfere with any person's, Management's or Landlord's quiet enjoyment of the Premises.

By signing below, you acknowledge that you understand the above.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Co-Tenant Date

Sbg/Lease Addendum  
Criminal 100804



<sup>2</sup> *Geoff Beauparlant*

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS - CURRENT TENANTS**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Tenants must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

**Tenant's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below:

(i)  Known lead-based paint and/or lead-based paint hazards in the housing (explain).

(ii)  Landlord has no knowledge of lead-based paint and/or paint hazards in the housing.

(b) Records and reports available to the Landlord (Check (i) or (ii) below:

(i)  Landlord has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgement (initial)**

(c) \_\_\_\_\_ Tenant has received copies of all information listed above.

(d) \_\_\_\_\_ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Tenant's Acknowledgement of Opportunity for Testing**

(e) \_\_\_\_\_ Tenant was provided with an opportunity to obtain, at his/her own expense, a comprehensive lead inspection or risk assessment from a certified lead inspector.

(f) \_\_\_\_\_ Tenant declined to take advantage of this opportunity.

(g) \_\_\_\_\_ Tenant took advantage of this opportunity on \_\_\_\_\_ and \_\_\_\_\_ terminated the Lease or \_\_\_\_\_ did not terminate the Lease within the required time period and the Lease remains in effect.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
Date

---

TENANT

Date

CO-TENANT

Date

Sbg/lease addendums

Disclosure of Info on Lead-Based Paint100804

 <sup>3</sup> Geoff Beauparlant

Case ID: 230701198

**Utilities Agreement**

Resident agrees to have all utilities for the apartment, including, but not limited to, electric and gas, turned on and/or transferred to Resident's name as of Resident's scheduled move-in date.

Resident acknowledges that failure to have utilities turned on or transferred in to tenants name may result in SBG Management's withholding of Resident's keys until verification of utilities turn-on and/or transfer of said utilities has been received.

Resident agrees to have electric and gas on during period of occupancy.

Utility turn ons are only facilitated on Wednesdays by appointment.

PGW Account #:

PECO Account #:

Power Management # (Marchwood Tenants Only):

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Signer Signature \_\_\_\_\_ Date \_\_\_\_\_

Property Coordinator Signature \_\_\_\_\_ Date \_\_\_\_\_

/sem  
sbg/lease addendums  
Utilities agreement 100804



<sup>2</sup> *Geoff Beauparlant*

## LIST OF DAMAGE CHARGES

Please be advised that the Management Office is responsible for normal maintenance in the apartment. Requests for maintenance service must be made by phone, do not tell maintenance technician. Any repairs or damages due to negligence, delay or abuse on your part either during occupancy or upon vacating the unit will be charged according to the following price schedule.

<b>KITCHEN</b>	<b>PRICE</b>	<b>BATHROOM</b>	<b>PRICE</b>
Drop in Sink - Stainless	\$250	Sink Top	\$250
Globe	\$50	Drop in Sink	\$100
Formica Counter Top	\$1000	Light Globe	\$50
Painting	\$500	Toilet Seat	\$50
Floor Tile (complete) per room	\$450	Toilet Tank Cover	\$100
Floor Tile (individual)	\$25 per s.f.	Floor Tile	\$800
Replace Range (gas)	\$500	Ceramic Tile	\$20 per s.f.
Range Burner	\$100	Soap Dish	\$100
Replace Refrigerator	\$500	Toothbrush Holder	\$100
Refrigerator Handles & Door Guards	\$100	Towel Bar	\$100
		Toilet Paper Holder	\$100
Faucets	\$250	Medicine Cabinet	\$150
Range Hood	\$250	Mirror	\$100
Exhaust Fan	\$205	Painting	\$200
Range Broiler Pan & Rack	\$100	Shower Rod	\$100
Range Trim Ring	\$100	Vanity Base	\$300
Range Unit Pan	\$100	Faucet	\$200
Ice Cube Tray	\$50	Medicine Cabinet Shelf	\$50 each
Crisper Cover	\$100	Shower Head	\$100
Cabinet Resurfacing	\$300	Adhesive Removal (tub)	\$150
Cabinet Replacement	\$1500	Blocked Sink	\$150
Cabinet - Hang Door	\$150	Toilet stopped/ snaked out	\$150
Refrigerator Door	\$500	Toilet stopped/remove from floor	\$300
Sink Strainer	\$25	Medicine Cabinet Mirror	\$50 each
Aerator	\$25	Cleaning of floor & fixtures	\$100 each
Light Cover or Globe	\$50	Replace Toilet	\$400
Light Fixture	\$150		
Garbage Disposal Replace	\$250	<b>MISCELLANEOUS</b>	
Clean of Range or Refrigerator	\$500	Cleaning of Apartment	\$750
Replace Shelf in Refrigerator	\$40	Carpeting - Shampoo	\$300
Jammed Garbage Disposal	\$250	Air Conditioner Installation	\$100
Cleaning of Kitchen Floor	\$300	Air Conditioner-Clean/replace broken grill	\$100
Cleaning of Kitchen	\$500	Cleaning Blinds	\$100
Unclog Drain	\$200	Fixture shades-ceiling/over sink light- any one	\$50
Defrost Refrigerator	\$125	Light Cover - Living Room	\$50
Replace Dishwasher	\$500	Fixture - Bedrooms	\$150

MISCELLANEOUS			
		Sliding Closet Doors	\$75/ door
Ceiling Fan	\$200	Bi-fold Doors	\$75/ door
Window Screen Replacement	\$75	Single Door (closet)	\$250
Window Glass	\$250	Single Door (entry)	\$750
Window (replacement)	\$500	Unit Interior Door Lock & Knob	\$100
Window (replacement - large)	\$1250	Replace Lock (entry) & Knob	\$125 each
Window Framing	\$100	Mailbox Lock	\$100
Single Door	\$125	Other Door Hardware	\$125 each
Remove Old/Left Behind Air Conditioner	\$100	Window Sill repair/replace	\$250
Air Conditioner Replacement	\$1000	Mirror Removal	\$50/hour
Blinds	\$100	Wallpaper Removal	\$50/hour
Painting	\$200/room	Pull Station	\$500
Drywall Repair	\$50/hole	Fire Alarm Panel	\$5,000
Carpet Repair	Cost 25%	Contact Paper Removal	\$40/hour
Sounder Base	\$500	Carpet Replacement	\$2,000
Replace door key	\$50 each	Replace Canopy	\$2,500
Replace mailbox key	\$50 each	Light switch/receptacle plate	\$50 each
Duplicate mailbox key	\$50	Replace electronic lock	\$2,500
Replace Key Card or Fob	\$50	Replace Exterior Light	\$500
Replace Gate	\$2500	Trash Not in Dumpster	\$250
Furniture left by moving	\$100/piece	False Alarm	\$250
Replace Thermostat	\$200	Fire extinguisher, recharge/missing	\$200
Remove Tire	\$25/each	Smoke Detector Carbon Monoxide Detector	\$500
Remove Bike	\$50	Vacuuming Carpets	\$100 room
Remove Barbecue, toys, pools or any other item left in apartment or common area	\$100	Clean out unit after drug manufacturing	\$3,000
Remove Abandon Car	\$400	Professional Cleaning of Unit	\$3,000

- Any items not listed above will be charged at cost plus 10% overhead and 15% profit, based on labor and material. Management will notify you of the actual charge when billed.
- Any charges for above shall be considered added/additional rent.
- Landlord reserves the right to demand payment prior to work being performed.
- All charges are due on the first of the month along with rent.
- All prices are effective January 2019.

sbg/lease addendums/damage charge list 01/07/2019

### Accepted and Agreed

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date



Co-Signer

Date

 <sup>4</sup> *Geoff Beauparlant*

Case ID: 230701198

# SBG Management Services, Inc.

## KEY PLAN

Landlord has no obligation to supply security at the complex. Landlord makes no representation, warranty or guarantee as to the security or safety at the complex. The Landlord has no duty to protect any Tenant, guest, invitee or other persons, whether in the Apartment, Building, Complex, or adjacent to any Complex collectively called the Complex.

Tenant agrees to defend and hold harmless the Landlord for all losses personal injury and damages.

Tenants recognize that video/audio surveillance systems may be in use at the sole discretion of the Landlord. Landlord reserves the right to turn all surveillance videos/audios to the authorities for their use.

If any of the following security requirements are breached then the property managers should immediately be notified.

### Keys, Key Cards, Key Phob, Locks, Doors and Gates

Doors must be kept locked at all times. Windows must be locked when Tenant is out. All keys, key cards and key phobs must be returned to Landlord at the end of the Term or use by contractor or subcontractor. Landlord shall provide a lock for Tenant's exterior door. Tenant agrees not to change or add additional locks to any doors on the Apartment, Building or Complex. Tenant agrees that locks will not be changed without prior written permission by Landlord. **Landlord provides no lockout service.**

1. If Tenant, their employees, guests or invitees are found disabling, modifying, vandalizing or otherwise disabling or leaving open any door or gate of Complex, landlord may:

- a. Make repairs at Tenants expense of which said cost shall be considered added rent or
- b. Take further action to evict Tenant for unreasonable conduct in accordance with Unreasonable Conduct Section of the Policy/Resident

Handbook.

- c. Take no action until receipt of payment.

2. Duplication of keys, key cards or phobs is prohibited. Anyone found in possession of a key, key card or phob that was not distributed by Landlord will have the key, key card or phob immediately confiscated and access denied.

3. If Tenant places a security lock on an apartment door, it may result in Tenant's liability for any and all damages resulting from Landlord's inability to enter the apartment, or for any and all damages resulting from our attempts to enter the apartment. Maintenance will not be scheduled or performed for Tenant refusing to provide keys.

4. Failure to return all keys, key cards, or phobs to the Landlord by noon of the last day of occupancy will result in forfeit of the entire security deposit.

5. **No other locks on the interior or exterior doors of Tenant's apartment can be installed at any time. Locks may not be changed without the prior approval of management and you will be charged. Management must install all new locks and retain a key.**

6. If children are locked out of the apartment, management, or Landlord will not let them back into the apartment. We will contact the police.

7. It is the policy of the Landlord to only provide keys, key card or phob to Tenants over the age of 12.

8. If there is a heater closet in the Apartment, this door must remain closed and locked at all times.

**ALL ENTRY DOORS AND GATES MUST BE KEPT CLOSED AND LOCKED AT ALL TIMES.** Do not prop open doors or gates. This is for your safety and protection. If a door or gate lock becomes broken, please notify management immediately. Where applicable, please instruct children to keep doors and gates closed and locked at all times. Please instruct guests and invitees to use front doors and complex front gates and intercoms to gain entrance.

A. The following are suggested for your safety and security:

1. Do not, under any circumstances, admit anyone into the Building or Apartment.
2. All visitors, guests or invitees must use the front entrance to the Complex and Building only.
3. When admitting visitors, guests or invitees from your intercom, make sure you are certain of their identity.
4. Do not admit strangers. If you are not familiar with the person, call the Police.
5. **All SBG Management personnel will have photo identification. ASK TO SEE IT if you are unsure of the person's identity.**
6. Report any unusual activities or suspicious persons in or around the Buildings immediately or call the Police at 9-1-1.

7. If someone is in a unit without written authorization and are not on the Lease, this will be treated as a break in by the Landlord and referred to the authorities for prosecution.
8. Tenant acknowledges that Maintenance personnel, Property Managers and subcontractors under the control of Landlord, shall be in their Apartment. It is the responsibility of Tenant to secure all valuables. The Landlord is not responsible of Landlord for any lost or stolen items, whether in the Apartment or Building or Complex.

**Unreasonable Conduct and Behavior Eviction**

If at any time the Landlord in his sole discretion determines that the Tenant’s conduct or the conduct of other occupants of the leased premises visitors, employees, guests or invitees is unreasonable or interferes with the quiet enjoyment of other tenants or violates any of the rules and regulations then the Landlord or governmental authority may ask the conduct be discontinued. If the conduct continues, after the Tenant, other occupants or visitors, employees, guests or invitees have been asked to discontinue such conduct, the Landlord has the right to terminate this Lease by giving the Tenant personally or by leaving at the leased premises, a five (5) days written notice to vacate the premises. The term of this Lease shall terminate upon the expiration of the five (5) days and the Landlord will be entitled to the immediate possession of the premises upon the same terms and conditions. Landlord may also evict the Tenant for any other cause that the law allows.

Tenant may also be evicted if Police or other law enforcement agency of governmental authority is summoned to apartment or building complex as a result of Tenant, guest or invitees conduct or at the request of said agency.

All unreasonable conduct should be reported immediately to property manager.

Accepted and Agreed

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

Sbg/lease addendums  
Security Plan 040804



<sup>4</sup> Geoff Beauparlant

**BED BUGS ADDENDUM**

Here are the steps you must take as a tenant:

**1. Declutter**

Tenant needs to clean up any clutter. Clutter provides a perfect place for bed bugs to hide, and it makes the treatment process more difficult.

**2. Encase or Trash the Mattress**

If bed bugs are in the mattress and/or box spring, a professional mattress company must enclose the mattress and box springs in a special bed bug encasement product to prevent the bed bugs from coming out. **DO NOT REMOVE THE MATTRESS FROM THE APARTMENT ON YOUR OWN!** Tenant is required to provide a receipt from the mattress company outlining the removal of the mattress & box spring.

**3. Wash Everything**

Tenant needs to wash all bedding (blankets, sheets, bedspreads) and all clothing that's been on the floor in a washing machine under hot water and then put in the dryer under a high heat setting for at least 20 minutes and up to 45 minutes

**4. Vacuum Everything (twice)**

Tenant should vacuum the rugs, floors, furniture, bed and all cracks found in rooms and then dispose of the vacuum cleaner bag in an outdoor garbage bin.

**5. Remove/Dispose of Furniture (i.e. any fabric such as a headboard)**



TTY



Equal Housing Opportunity  
Equal Opportunity Employer



Wheelchair  
Accessible

“SBG Management and the owner of the property in question does not discriminate on the basis of handicap status in the admission to, or treatment of employment in its federally assisted programs and activities.”

**6. Seal Furniture**

Infested furniture might need to be sealed in a container until the bed bugs die

**Exterminator will:**

**1. Use Professional-Strength Insecticide**

General over-the-counter insecticides do not usually work on bed bugs

**2. Treatments**

Spraying of insecticide to be done in 2-3 treatments depending on severity of infestation

I have read and agree to the policy outlined above.

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Co-Signer \_\_\_\_\_

Date \_\_\_\_\_



TTY



Equal Housing Opportunity  
Equal Opportunity Employer



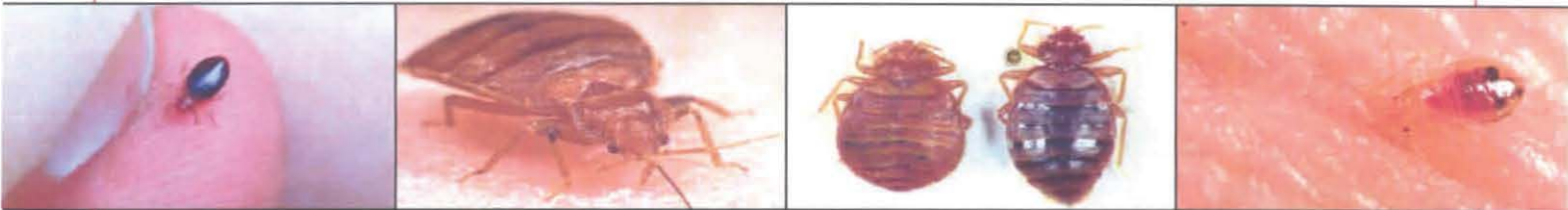
Wheelchair  
Accessible

“SBG Management and the owner of the property in question does not discriminate on the basis of handicap status in the admission to, or treatment of employment in its federally assisted programs and activities.”



# BED BUGS

## A Guide for Apartment Residents



Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly bright, blood-red hue until digestion is complete.

### BED BUGS – Setting the Record Straight

#### Bed Bugs Don't Discriminate

Bed bugs' increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs' presence with poor hygiene and uncleanliness have caused apartment residents, out of shame, to avoid notifying landlords of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

*Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.*

#### Bed Bugs Don't Transmit Disease.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease-carrying pests.

*Again, claims associating bed bugs with disease are false.*

## Identifying Bed Bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed Frames
- Mattress Seams
- Upholstered Furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of the skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

## Preventing Bed Bug Encounters When Traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving at their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

## Bed Bug Do's and Don'ts

**Do Not Bring Used Furniture from Unknown Sources into your Apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.

**Address Bed Bug Sightings Immediately.** Apartment residents who suspect the presence of bed bugs in their unit must immediately notify their landlord.

**Do Not Attempt to Treat Bed Bug Infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.

**Comply With Eradication Protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your landlord and their designated pest management company.



TENANT

Date

INVEST

Date



## CHILDHOOD LEAD POISONING INFORMATION

Lead has been shown to have many harmful effects in growing children, especially between the ages of 9 months and 6 years. Even low levels of lead can cause life-long brain damage. Higher levels can cause pregnancy problems, high blood pressure, learning disabilities, more serious brain and nerve damage, and even death. We work to prevent a child from ever being lead poisoned and to eliminate this disease through education, lead screening, hazard identification and reduction, and a variety of other preventive services.

### ABOUT LEAD POISONING

Lead poisoning happens when a child breathes in or ingests lead from old, cracked, or peeling lead paint that has broken down into dirt or dust. Lead can also be brought into the house by pets and on toys, shoes, work clothes and/or uniforms. All young children put their fingers in their mouths. If they have touched anything with lead dust or dirt on it, they can be poisoned.

It is not easy to tell if a child has been lead poisoned. The symptoms of lead poisoning are similar to those of healthy children including:

- loss of appetite
- loss of energy
- hyperactivity
- irritability
- stomach aches
- may have no signs or symptoms at all

#### For More Information Contact:

#### Childhood Lead Poisoning Prevention

Palak Raval-Nelson, MPH, PhD, Director

2100 West Girard Avenue

Building #3

Philadelphia, PA 19130-1400

(Tel) 215-685-2788 (Fax) 215-685-2978

For a List of Resources visit:

<http://www.phila.gov/health/childhoodlead>

### The only way to know for sure if a child has been poisoned is to get the child tested for lead.

If you work with paint, machines, building construction, dirt or soil, you should leave work clothes at work, or change before you touch your child. Wash your children's hands, pacifiers, toys, and stuffed animals before eating or napping. "Wet wipe" hard surfaces like floors and windows at least once a week. Never cook with hot water--always start with cold. Always wash fresh fruit and vegetables to remove chemicals or "pesticides" which may contain lead. Foods high in calcium, iron, and Vitamin C can help keep your child healthy and lead free.

The good news is that average blood lead levels for both children and adults have dropped more than 80% since the late 1970's. The bad news is that blood lead levels remain higher among children in low-income families, especially those living in older housing where leaded paints may have been used. Test your child for lead poisoning at 9 months old and each year until they are age 6. Ask your healthcare provider for more information.

As such, it is your responsibility to notify the landlord if:

- you are pregnant or give birth
- you have a child under 6 years residing in your unit

**We certify that we have read and understand the importance of Childhood Lead Poisoning Prevention and Testing as it relates to Public Health and acknowledge resources provided by the City of Philadelphia.**

 **SBG Management Services, Inc.**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

## LEASE ADDENDUM ON PESTS

You have obtained your apartment bedbug, roaches, termite, lice and rodent (collectively pest free). To minimize the occurrence of infestation in the Leased Premises, Apartment Complex, Common Areas, Tenant hereby agrees to the following:

1. Furniture:  
Tenant shall obtain articles/mattresses that are new and pest free.
2. Apartment Cleanliness:  
Tenants shall clean and dust the Leased Premises regularly and observe the housekeeping policies and shall keep the Leased Premises, Apartment Complex and common areas, particularly kitchen and bathrooms clean.
3. Notification to Management:  
Tenants shall promptly notify management or Landlord in writing of the presence of any of the following conditions, but not limited to:
  - a. Any situation where Tenant is being bitten.
  - b. Any indication of a bed bug or pest problem existing in unit.
  - c. Any indication of rodents.
4. Liability:  
Tenant shall be liable to the owner, Landlord, Management Company for damages sustained to the Leases Premises, Apartment, Complex or Common Areas, or to the Tenant's persons or property as a result of Tenants failure to comply with the terms of this Addendum. Landlord or Management Company shall have no liability to any Tenants or occupants. See Liability Section of Lease.
5. Violation of Addendum:  
Violation of this Addendum shall be deemed a material violation under the terms of the Lease and owner shall be entitled to exercise all rights and remedies it possesses against Tenants at law or equity.
6. Binding: The Addendum shall be binding upon all Tenants, residents, occupants, invitees, heirs, successors or assignees, collectively referred to as the ("Tenants").
7. Addendum Supersedes Lease:  
In case of conflict between the provisions of this Addendum and any other provisions of the Lease, any agreements, the provisions of the Addendum shall govern. This Lease Addendum on Pest is incorporated into the Lease executed or renewed between owner, Landlord or Management Company and Tenant. In the event of the absence of a Lease or a Tenant is considered a month-to-month tenant, this Lease Addendum shall be in full force and effect during all term of tenants residency, occupancy, or use of the Leased Premises, apartment or common areas.
8. In the sole discretion of the Landlord, the Landlord determines that the Tenant is responsible for the infestation in the Leased Premises, Apartment, Complex, Building or Common Areas than

Landlord may seek reimbursement from Tenant of all costs associated including extermination of the Leased Premises, Apartment, Building Complex or Common Areas.

9. The Tenant agrees and acknowledges all terms and conditions of The Resident Policy Handbook.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Co tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Sbg/leases/pest addendum 05232014

# PARKING SPACE AGREEMENT

Tenant: Asya Prosser Permit #:

Complex: Unit:

Parking Space Number:

(Parking spaces are assigned on a first come, first serve basis)

Vehicle registration must be attached - Copy:      Make  
(Insurance card must be attached - Copy)      Model  
Year  
Color

Driver License must be attached: Copy

Term: MONTH TO MONTH      Rent:

Cresheim Valley Realty Co. L.P. (hereinafter, Landlord) does hereby agree to allow use of the above mentioned parking space of Landlord's parking lot at 7200 Cresheim Road Unit # [REDACTED] Philadelphia, PA 19119 to the above mentioned Tenant subject to the following conditions:

1. **Lease Term** - The lease shall commence and terminate according to the above lease term.
2. **Access** - Tenant shall have exclusive use of the parking space 24 hours a day 7 days a week.
3. **Parking Tags** - A Parking Tag will be provided. Tags must be attached to your windshield, (driver side above inspection sticker) and visible at all times.
4. **Vehicle** - Tenant's vehicle must comply with state laws including having current license plates, registration, and insurance. The vehicle must be in an operable state. The above mentioned vehicle will be the only vehicle of the above mentioned parking space. It is the Tenant's responsibility to keep the Parking Tag displayed as above at all times. Vehicles parked without an authorized Parking Tag will be subject to towing and storage at the Tenant(s)/Vehicle Owner's expense. The parking space cannot be used for storage or for any other purpose other than the vehicle parking space. No commercial, trailers, or oversized vehicles permitted.
5. **Parking Fee** - Tenant shall pay the above Rent for term upfront. Once the total Rent for term is paid, it is non-refundable. Tenants agree to pay Rent in the form of a personal check, a cashier's check or a money order made out to Cresheim Valley Realty Co. L.P. Tenants agree to pay Rent by mailing payment to P.O. Box 549, Abington, PA, 19001.
6. **Damages/Loss** - Tenant use and parking in the parking lot at their own risk, Landlord assumes no responsibility for personal injury, damages, false towing, or loss of property while using, walking or parking in the Parking Lot. Tenant agrees to indemnify, defend and hold Landlord harmless, and Tenant is responsible for all legal fees and deductibles of Landlord.

<sup>1</sup> AP

Case ID: 230701198

7. **Parking Spots** – Parking space is not part of apartment/occupancy or rent. Failure to pay rent and other charges may result in loss of parking privileges, towing and storage of vehicle at Tenant/Vehicle Owner’s expense. If you get a new vehicle it is your responsibility to update information with Landlord.

8. **Rights** – We reserve the right to tow your vehicle at any time for noncompliance of any rules or regulations.

**LANDLORD:**  
Cresheim Valley Co. L.P.

By: \_\_\_\_\_

**TENANTS:**  
\_\_\_\_\_

Print: \_\_\_\_\_

# PARTNERS FOR GOOD HOUSING



City of Philadelphia  
Department of Licenses and Inspections  
Produced by the Commissioner's Office

1 AP

## PARTNERS FOR GOOD HOUSING

The City of Philadelphia, on behalf of its citizens, has set minimum health, safety, and maintenance standards for houses and apartments. Keeping the housing in our city up to these standards involves a partnership between tenant, landlord, and the City. All three must work together to provide decent housing for everyone.

The information in this guidebook applies to Philadelphia, Pennsylvania and is based on the Code of General Ordinances of the City of Philadelphia – particularly Title 4, the Building Construction and Occupancy Code.

*Partners for Good Housing* outlines the responsibilities of owners, tenants, and landlords for maintaining houses and apartments in a safe and clean condition.

Additional information, including online access to this booklet in multiple languages, as well as access to the Building Construction and Occupancy Code (which includes the 2015 Philadelphia Property Maintenance Code), is available at the Department's website: [www.phila.gov/li](http://www.phila.gov/li).

**Thank you to the Department of Public Health and Environmental Health Services  
for your ongoing support and contributions.**





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## GENERAL REQUIREMENTS

### WHO NEEDS A RENTAL LICENSE?

The owner of any dwelling unit, multiple family dwelling, rooming house, dormitory, hotel, one-family dwelling, two-family dwelling, or rooming unit let for occupancy must obtain a Rental License. For more information visit the City's website, [www.phila.gov](http://www.phila.gov), and see section 9-3900 of the Philadelphia Code. High-rise residential buildings, those with a floor 75 feet or more above the lowest level of fire department vehicle access, are also required to obtain an Annual High-rise License.

#### 1. RENTAL LICENSE

For more information see section 9-3900 of the Philadelphia Code online at [www.phila.gov/li](http://www.phila.gov/li).

##### EXCEPTIONS:

- A Rental License does not need to be obtained for an individual unit if one has been issued for the building in which that dwelling or rooming unit is located.
- A Rental License is not required if the property is occupied by an immediate family member.

##### Landlord Lead Paint Responsibilities

As of December 21, 2012, the Lead Paint Disclosure and Certification Law will require Philadelphia landlords to ensure that property rented to families with children six years and younger is lead safe when the following three conditions are met:

1. The property was built before 1978; and
2. There is a change of occupancy; and
3. Any new occupant is aged six years or less

Before a lease is signed the landlord must provide the tenant with a current certificate indicating that the property has passed a visual inspection for deteriorated paint and has been cleared by lead-dust wipe samples or is free of any lead paint.

Only a Pennsylvania Licensed Inspector, Risk Assessor or EPA Certified Lead-Dust Sampling Technician can provide a certification.

A copy of the certificate signed by the tenant, along with the dust wipe test results, must be sent to the Philadelphia Department of Public Health.

When signing an application for a new or renewed rental license, property owners are now required to indicate they are in compliance with this law. For more information, copies of the law, guidance for landlords, sample certificates, and more, go to: [www.phila.gov/health/leadlaw](http://www.phila.gov/health/leadlaw).



## 2. COMMERCIAL ACTIVITY LICENSE (CAL)

Formerly known as the Business Privilege License, this license is required of every person desiring to engage in any business in the City of Philadelphia. It is a lifetime license with a one-time fee and applies to all businesses owned by a person under one name.

### EXCEPTION:

- For a property with four or less rental units, where the owner lives on the premises, a Commercial Activity License is not required.

## 3. BUSINESS TAX ACCOUNT NUMBER

This is a number assigned by the Philadelphia Revenue Department to identify tax accounts. One number applies for all licenses obtained by an individual.

- The CAL and Business Tax Account Number are applied for using the same form. Only one Commercial Activity License and one Business Tax Account Number are required of one individual, regardless of how many rental properties he or she owns.
- In order to obtain the required license, property owners and landlords must be tax compliant.

## 4. ZONING APPROVAL

A property must be properly zoned in order to operate as a dwelling for rent. Zoning approval is required even if the owner occupies one of the units.

## OTHER REQUIREMENTS

Each time a dwelling unit is rented to a new tenant, the owner must give the tenant:

- I. A Certificate of Rental Suitability issued by the Department no more than sixty (60) days prior to the start of tenancy.
- II. A copy of this booklet, *Partners for Good Housing*.
- III. The Certificate of Rental Suitability, which must include the owner's attestation to the suitability of the dwelling unit. (L+I will not issue a Certificate unless the owner has obtained all licenses required to rent the property.)
- IV. Any owner required to obtain a Rental License must designate a Managing Agent who resides in the city or regularly attends a business office within the city.
- V. An owner that resides within the city may act as the Managing Agent.

## GENERAL REQUIREMENTS

- In the City of Philadelphia, the Department of Licenses and Inspections is responsible for enforcing both the Property Maintenance Code and the Fire Code.
- The Philadelphia Fire Code, which is referenced in this booklet, is available to view online at the Department's website, [www.phila.gov/li](http://www.phila.gov/li).
- Tenants, landlords, and homeowners each have the duty to keep hallways, stairways, fire escapes, and exits clear at all times. Storage of any kind under stairways is prohibited unless the space is separated from the stair by fire-resistance-rated construction.
- Rubbish and garbage are not allowed to accumulate in any location inside a building, including basements, storage, electrical, mechanical or other equipment rooms. Rooms intended for trash storage must have sprinklers and be separated from the rest of the building by one-hour fire-resistance-rated construction.
- Rubbish, garbage or other materials shall not be stored or allowed to accumulate in stairways, passageways, aisles, doors, windows, fire escapes or other means of egress.
- Permitted amounts of paints and flammable liquids (including insecticides containing flammable materials) must be stored in a room separated from all other parts of the building by one-hour fire-resistance-rated construction.
- At least one fire extinguisher with a minimum rating of 2-A:10-B:C and a tag attached indicating inspections and maintenance performed during the past 12 months, is required in the public corridors or stairwells at each floor level of unsprinklered buildings. In buildings of three stories or less and having a single stairway, one such extinguisher is allowed, provided it is placed approximately equidistant from all dwelling units in the building.

As an alternative, if there are concerns about vandalism, theft, etc., a 2-A:10-B:C fire extinguisher can be mounted in each dwelling unit in the building.

- Except for one- and two-family dwellings, lighting is required in common corridors, stairways, and the exit discharge (exterior) to provide a light level of one foot-candle at the floor. This lighting must be on a circuit independent of any dwelling unit. In buildings that have more than one required exit, this lighting must have an emergency power source.
- In buildings that are required to have more than one exit (including fire escapes), exit signs are required to identify the means of egress from each floor. These signs are required to be illuminated at all times by both the normal and emergency power sources.
- In existing buildings that have more than one required exit stair, the stairs must be enclosed and separated from the corridor by fire-resistant construction. In non-high-rise buildings, doors in these exit or stair enclosures must be one-hour fire-rated self-closing doors or 1 ¾ -inch thick solid core wood self-closing doors.
- In buildings that have only one required exit, the doors from the apartments must be self-closing and one-hour fire-rated or 1 ¾-inch solid core wood door.



## 1. REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS

Owners of one- and two-family dwellings (including owner-occupied one-family dwellings) are required to install smoke alarms powered by the building's primary power or a non-removable (sealed) 10-year battery. Smoke alarms should be installed as follows:

- In buildings built prior to January, 1998, smoke alarm interconnection is not required between multiple alarms within a dwelling unit. A permit is not required to install non-removable, battery-powered alarms; however, renovations that cause the removal of wall or ceiling coverings may trigger additional code requirements. See the Philadelphia Building or Fire Code, section 907.
- Smoke alarms must be installed in the immediate vicinity of the bedrooms and on each story of the house, including basements. In new dwelling units, they are also required in the bedrooms.
- Discretion should be used to place smoke alarms as near to the bedroom(s) as practical without causing activation by normal cooking activity or steam from bathrooms. In no event shall the detector be placed more than 15 feet from the bedroom door.
- In split-level dwellings without doors between adjacent levels, a smoke alarm is only required on the upper level, provided there is less than one full story between levels.
- In addition to the required smoke alarms, existing properties occupied as one- and two-family dwellings (R3) and those used as Residential Care facilities (R4) with five to 15 occupants, must be equipped with Carbon Monoxide (CO) detection. This detection may be AC or battery powered and should be located within 15 feet of the entrance to any bedroom or sleeping area. Combination Smoke/CO alarms are permitted.
- Annual certification of smoke alarms in one- and two-family dwellings is not required. However, upon sale of the property, the seller is required to certify in writing to the buyer that the required smoke detectors have been installed and are in proper operating condition.

## 2. REQUIREMENTS FOR RESIDENTIAL HOTELS, MULTIPLE FAMILY DWELLINGS, AND MIXED-USE OCCUPANCIES (RESIDENTIAL LOCATED ABOVE NON-RESIDENTIAL)

### SMOKE ALARMS

- Smoke alarms are required within the dwelling units of buildings that are not sprinklered throughout, in the same fashion as described for one- and two-family dwellings, except that battery-powered units are not accepted for any of the required smoke alarms. These should not be connected to the building's automatic fire alarm system as their purpose is to sound their self-contained alarm only in the dwelling unit where they are activated.
- In existing high-rise buildings that are not sprinklered throughout, a smoke alarm is required in each bedroom in addition to the ones in the vicinity of the bedrooms.

### FOR YOUR INFORMATION:

ACCORDING TO THE NATIONAL FIRE PROTECTION AGENCY, THERE ARE APPROXIMATELY 72,000 CARBON MONOXIDE INCIDENTS IN THE U.S. EACH YEAR

## FIRE ALARM SYSTEMS

- A manual and automatic fire alarm system is required in the following occupancies:
  - Existing Use Group R1 (hotels, motels, etc.) except where specified in section 907.1.8 of the Philadelphia Fire Code
  - Existing Use Group R2 (buildings containing 3 or more apartments, condominiums, rooming units, dormitories, etc.) except where the building is protected by an automatic fire suppression system (sprinklers) or those meeting the exception specified in Fire Code section 907.1.9
  - Existing mixed use occupancies (for example, an apartment above a grocery store) except where the building is protected by an automatic fire suppression system (sprinklers)
  - Existing Use Group R4 (assisted living up to 16 occupants)
- An automatic fire alarm system consists of a fire alarm panel and system smoke detectors which differ from smoke alarms, and audible devices such as bells, or horn strobe combinations used for occupant notification unless normal operations in the space produce products of combustion that would activate smoke detectors.
- A manual fire alarm system consists of a fire alarm panel with manual activation, typically a pull or break-glass station and sounding devices similar to those referenced above.
- All fire protection equipment, including fire alarm systems, must be inspected, tested, and certified each year by a qualified licensed electrical contractor or licensed fire alarm inspector. Copies of the certification must be kept on site for a period of three years.
- A fire alarm panel is required to supervise all system components for proper continuous operation, to receive signals from the devices, to activate the sounding devices, and to provide back-up power in the event of the primary power failure. Fire alarm systems in high-rise buildings or those installed after January 1, 2004, are also required to be monitored in accordance with the Philadelphia Building Code.
- The Fire Department must be notified IMMEDIATELY through "911" of the activation of any fire alarm, excluding the household fire warning detectors that are installed in the dwelling units.

### 3. FIRE ALARM REQUIREMENTS UNIQUE TO BUILDINGS THAT REQUIRE MORE THAN ONE EXIT STAIR

- The fire alarm panel is required to have at least one zone per floor.
- A manual fire alarm box (break-glass or pull station) is required at each door from the corridor to building exit stairs on each floor. At each box, a sign should be affixed, stating "IN CASE OF FIRE: SOUND ALARM AND CALL 911."



#### 4. FIRE ALARM REQUIREMENTS UNIQUE TO "SMALL" APARTMENT BUILDINGS

This type of building does not exceed three stories and has only one exit stairway or two exit stairways that are both visible from all points within a maximum 20-foot long vestibule or corridor between the stairs.

- The fire alarm panel is permitted to have a minimum of one zone that incorporates all of the system devices in the building.
- A manual fire alarm box (break-glass or pull station) is required only at the exit door from the stairway to the outside, not on each floor. At the box, a sign shall be affixed, stating "IN CASE OF FIRE: SOUND ALARM AND CALL 911".

#### 5. FIRE ALARM REQUIREMENTS FOR MIXED OCCUPANCIES

- An automatic electrically-powered fire alarm system with smoke detection is required in the non-residential use unless it is sprinklered throughout.
- Where the non-residential use is a drinking and/or dining establishment, heat detectors are permitted in lieu of smoke detectors in the kitchen, in patron areas where smoking is permitted, and in patron areas where skillet or sizzling-type entrees (such as fajitas) are served. All other detectors in the non-residential use are required to be smoke detectors.
- The sounding devices are required to be located in the non-residential use and typically in the stairway or hallways in multiple-family dwellings above. Where the use above the non-residential use is a single-family or two-family use where there is no common hallway or stairway serving all floors, sounding devices will be required in the dwelling unit(s). The sounding devices are required to be activated by the manual fire alarm boxes, fire suppression systems including commercial kitchen suppression, and all smoke detectors within the property excluding smoke alarms installed within dwelling units.
- Manual fire alarm boxes must be located at the exits from the non-residential use but be connected to sounding devices throughout the building. Manual fire alarm boxes are not required in the exits from the residential use if it is a one- or two-family dwelling.

#### FOR YOUR INFORMATION:

**ACCORDING TO THE U.S. FIRE ADMINISTRATION, COOKING IS  
THE LEADING CAUSE OF FIRE IN RESIDENCES**

## BASIC FACILITY REQUIREMENTS

### REQUIRED PLUMBING FACILITIES

- Every dwelling unit is required to have the following:
  - A water closet (toilet) in a room that gives privacy.
  - A lavatory basin (sink) located in the same room as the water closet or in close proximity to the water closet room door.
  - A bathtub or shower in a room that gives privacy. This room may be the same as the room with the toilet or a separate room.
  - An openable window or an approved ventilating system in each bathroom.
- Rooming houses require one water closet for each four rooming units.
- All toilet rooms, bathrooms, and equipment must be kept in good working condition.
- Tenants must keep the bathroom and bathroom equipment clean and sanitary.

### REQUIRED KITCHEN FACILITIES

- A kitchen sink
- Tenants are responsible to keep the sink clean and use it properly.
- Dwelling units must be provided with permanent cooking facilities .The cooking equipment must be properly installed, work safely and effectively, and be maintained in good working condition. The tenant must use the cooking equipment properly and must keep it clean and sanitary.
- Cooking and cooking equipment is not permitted in any Rooming or Dormitory Unit (coffee pots and microwave ovens are not considered cooking equipment).

### FOR YOUR INFORMATION:

**PORTABLE COOKING EQUIPMENT THAT USES FLAME IS PROHIBITED. COOKING EQUIPMENT THAT USES GASOLINE OR KEROSENE AS FUEL IS PROHIBITED.**

### WATER SYSTEMS

- The landlord must provide running water and facilities for hot water. Hot water must be available at not less than 110 degrees and not more than 125 degrees and at sufficient volume and pressure to enable the fixture to function properly.
- All plumbing equipment must be connected to the City water and sewage systems unless the City gives permission to use a private system.





## HEATING FACILITIES

- The landlord must provide a central heating system or an approved separate permanent heating system for each rental house or apartment. Heating equipment must be safe, properly installed, and adequate to heat the entire dwelling unit.
- In buildings with two or more dwelling units and in rooming houses, the landlord must supply heat at a temperature of 68 degrees for each apartment from October 1 through April 30. Cooking equipment or appliances cannot be used for heating.
- The landlord does not have to supply heat if the dwelling unit is provided with separate permanent heating equipment solely under the control of the tenant of that apartment.
- Approved portable kerosene heaters are only permitted in one- and two-family dwellings provided they comply with the Fire Code. They should not be within 3' of combustible materials, have all fuel containers stored outside, should never be left unattended, be shut down before sleeping, and should only be re-fueled outdoors.

## ELECTRICAL SYSTEMS

- Dwelling units must be served by a minimum three-wire 120/240 volt single-phase service not less than 60 amperes.
- Every habitable space must have at least two separate and remote electrical outlets. Bathrooms, closets, halls, storage, utility and similar spaces are not considered habitable space.
- Laundry areas must contain one grounded receptacle or ground fault circuit interrupter and bathrooms must contain at least one receptacle. New bathrooms require a receptacle with ground-fault-circuit interrupter protection.
- Every bathroom, toilet room, kitchen, laundry room, furnace room, interior stairway, and public hall must have at least one light fixture.
- Every public hall and stairway in buildings with three or more apartments must be lit by an electric fixture at all times.
- Multi-family dwellings (three or more) are required to have automatic exterior lighting over each street entrance and in each side or rear yard.
- Emergency lighting is required in hallways and stairways in buildings with two or more exits.

## KEEPING HOMES, APARTMENTS, AND YARDS CLEAN AND SANITARY

### KEEPING THE HOME HEALTHY AND SAFE

Mitigating environmental hazards in the home is the responsibility of and requires action from both landlords and tenants. The Philadelphia Department of Public Health recommends following the U.S. Department of Housing and Urban Development's Seven Tips for keeping a Healthy Home:

1. **Keep it Dry.** Prevent water from entering your home through leaks in roofing systems, keep rain water from entering the home due to poor drainage, and check your interior plumbing for any leaking.
2. **Keep it Clean.** Control the source of dust and contaminants, creating smooth and cleanable surfaces, reducing clutter, and using effective wet-cleaning methods.
3. **Keep it Safe.** Store poisons out of the reach of children and properly label them. Secure loose rugs and keep children's play areas free from hard or sharp surfaces. Install smoke and carbon monoxide detectors and keep fire extinguishers on hand.
4. **Keep it Well-Ventilated.** Ventilate bathrooms and kitchens, and use whole house ventilation for supplying fresh air to reduce the concentration of contaminants in the home.
5. **Keep it Pest-free.** All pests look for food, water and shelter. Seal cracks and openings throughout the home; store food in pest-resistant containers. If needed, use sticky-traps and baits in closed containers, along with least toxic pesticides such as boric acid powder.
6. **Keep it Contaminant-free.** Reduce lead-related hazards in pre-1978 homes by fixing deteriorated paint, and keep floors and window areas clean by using a wet-cleaning approach. Test your home for radon, a naturally occurring dangerous gas that enters homes through soil, crawlspaces, and foundation cracks. Install a radon removal system if levels above the EPA action-level are detected.
7. **Keep it Well-Maintained.** Inspect, clean and repair your home routinely. Take care of minor repairs and problems before they become large repairs and problems.

For more information, please visit [www.hud.gov/healthyhomes](http://www.hud.gov/healthyhomes).

### GARBAGE AND TRASH

- The interior and exterior of every premise must be free from any accumulation of rubbish or garbage.
- Occupants must place all rubbish and trash in storage containers or in disposal equipment, such as incinerators.
- The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants, or an approved leakproof, covered, outside garbage container.
- Garbage, not ground or incinerated, must be placed in leak-proof containers with tight-fitting lids. Combustible waste must be placed in covered containers or in sturdy bags that are securely tied. Newspapers and magazines should be tied in bundles.



- All containers must be kept clean and sanitary.
- Refrigerators and similar equipment shall not be discarded or stored on premises without first removing the doors.

## RECYCLING

- Recycling is the law in Philadelphia. If you don't recycle, you can be fined. Residents need to obtain their own recycling container - no larger than 20 gallons in size. Using multiple containers is okay, as long as they are used only for recycling set-out. A free recycling container may be available to city residents at any one of the Department of Streets' Sanitation Centers (call 215-685-7329).
- The City will collect recycling curbside at residential buildings of six or fewer dwelling units.
- Owners of buildings with more than six dwelling units are responsible for providing recycling services through their own means. Usually, this means through a private contract with a recycling service provider. Owners of condo and co-op buildings may elect to register with a Streets Department program.
- Landlords are responsible for notifying tenants of the City trash and recycling regulations.

## CARE AND MAINTENANCE OF YARDS AND FENCES

- The landlord and the homeowner must ensure that their yards drain properly.
- The tenant must keep the yard clean and sanitary.
- Fences must be kept in good repair by the homeowner or landlord.

## INSECTS AND RODENTS

- Owners are responsible for extermination within the structure prior to renting or leasing.
- The occupant of a single family dwelling must keep the house clean and sanitary. It is the occupant's responsibility to have insects, rodents, and/or other pests exterminated.
- The owner of a structure with two or more dwelling or rooming units is responsible for extermination of public or shared areas. If the infestation is caused by the failure of an occupant to prevent infestation, the occupant and the owner shall be responsible for extermination.

### FOR YOUR INFORMATION:

**THE CITY HOLDS THE LANDLORD RESPONSIBLE FOR ALL REPAIRS  
REQUIRED BY LAW, REGARDLESS OF ANY AGREEMENT OR LEASE  
BETWEEN THE TENANT AND LANDLORD.**

## HOW THE BUILDING CONSTRUCTION AND OCCUPANCY CODE IS ENFORCED

### REPAIRS

- The landlord or homeowner is responsible for all repairs that are necessary to keep the building in good condition.
- All foundations, walls, roofs, floors, ceilings, windows, doors, stairs, and porches must be safe, weather-tight, and rodent proof.
- All interior doors, cabinets, shelves, and other supplied equipment must be kept in sound condition and good repair.
- Exterior wood or metal surfaces must be painted or covered with protective coating to prevent deterioration. Exterior walls must be pointed and cracks sealed to keep them weather-tight and waterproof.
- All plumbing and heating equipment must be properly installed, kept in good mechanical condition, and free from leaks and stoppages.

### LEAD PAINT

- Lead paint shall not be permitted to remain on interior surfaces of any dwelling, rooming house, dwelling unit, or rooming unit occupied by children when the Department of Public Health determines that its presence creates a health hazard.
- The Environmental Protection Agency's Renovation, Repair and Painting Rule (the RRP Rule), has been in effect since June 23, 2008, to protect against hazardous lead dust. The RRP applies to renovation, repair or painting work in a property that:
  - Was built before 1978;
  - Is visited or occupied by children under six years of age; and
  - Will disturb more than six square feet of painted surface on walls or woodwork (interior) or 20 square feet (exterior)
- There is no safe level of lead in the human body. Children under the age of six are most susceptible to the effects of lead. Even at low blood lead levels, the result of lead exposure can result in behavior and learning problems, lower IQ and hyperactivity, slowed growth, hearing problems, and anemia.

If the landlord does his/her own work on rental properties subject to the RRP rule and/or uses his/her own employees to do so, the landlord must be an EPA-certified RRP firm and only use trained and certified workers to do the work. If the landlord hires a contractor to do the work, the landlord does not need to be certified, but the contractor doing the work does.

For more information, please see the EPA website at: <http://epa.gov/lead/rrp>.



## GENERAL

The City enforces the Building Construction and Occupancy Code by sending inspectors to examine housing conditions. The Department of Licenses and Inspections is authorized and directed by law to conduct such inspections at reasonable times. Inspectors must show proper identification.

When a violation is found, the Department notifies the responsible party – either the landlord, the tenant, or the homeowner. That person is told to correct the violation within a certain period of time.

At the end of that time, there will be a re-inspection. If the person has not corrected the violation, the Department lists the case for a hearing before the Municipal Court and the person is notified of the date to appear. The Municipal Court is empowered to fine the guilty party.

In extreme cases such as structurally dangerous buildings, properties which are vacant and open to trespass, or those with hazardous material storage, the Department is authorized to correct any violations which are considered unsafe or hazardous, if the violations are not corrected. The City charges the cost of the corrections to the violator and, with the approval of the Law Department, can collect the cost by liens on the property.

## COMPLAINTS

If the landlord is not carrying out his or her responsibilities, the tenant should tell the landlord what the problems are. If the landlord fails to act, the tenant should report the problems to the Department of Licenses and Inspections by calling 311.

When filing a complaint, the person must give his or her name and/or address, the address of the property, and the nature of the complaint. A case will be generated and referred to the appropriate inspection unit.

If an inspector is unable to enter the property, he or she will leave a card. The recipient is required to call the number on the card to arrange for an inspection.

The Department does not divulge the identity of a complainant.

## APPEALS

Any person who believes that the Department has erred in some action that has been taken, or wishes to obtain a variance from the requirements of the Building Construction and Occupancy Code, may appeal to the Department's Boards Administrator. The Administrator is located at the following:

MUNICIPAL SERVICES BUILDING  
1401 JOHN F. KENNEDY BOULEVARD  
PHILADELPHIA, PA  
215-686-2427



City of Philadelphia  
Department of Licenses and Inspections (L+I)  
1401 JFK Boulevard, 11th Floor  
Philadelphia, PA 19102

215.686.2400

*Geoff Beauportant*

[phila.gov/LI](https://phila.gov/LI)  
Case ID: 230701198

# **SBG Management Services, Inc.**

P.O. Box 549 Abington, PA 19001  
Phone 215.938.6665 Fax 215.935.6987

## **PATRIOT ACT**

I \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, hereby certify in accordance with the Patriot Act the following:

1. I am not a foreign entity or person.
2. I am not laundering money.
3. I do not deal in cash transactions greater than \$10,000.
4. I have not committed any financial crimes.
5. I am in compliance with Executive Order 13224.
6. I am not a terrorist.
7. **MY NAME DOES NOT APPEAR ON SPECIALLY DESIGNATED NATIONALS LIST.**
8. I am not wanted for any international crime.
9. I am in compliance with the Treasury Department section 352.
10. I am in compliance with the Anti-Money Laundering Programs (AMLPs).
11. I am not internationally involved in money laundering.
12. I comply with the Financial Crimes Enforcement Network.

I hereby represent and warrant that I am affirming to the above.

_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date

SBG/Forms/Patriot Act 070706



Equal Housing Opportunity  
Equal Opportunity Employer

"SBG Management and the owner of the property in question do not discriminate on the basis of handicap status in the admission to, or treatment of employment in its federally assisted programs and activities."

<sup>2</sup> *Geoff Beauparlant*

Case ID: 230701198

SBG Management Services, Inc.

POLICY/RESIDENT  
HANDBOOK

---

TENANT

---

DATE

---

TENANT

---

DATE

KEEP IN RESIDENT FILE

Equal Housing Opportunity  
Equal Opportunity Employer

"SBG Management and the owner of the property in question do not discriminate on the basis of handicap status in the admission to, or treatment of employment in its federally assisted programs and activities"



## SATELLITE DISH / ROOF ACCESS ADDENDUM

There shall be no satellite dishes/antennas of any sort to be installed on the roof or attached to any part of the building or complex. No tenant, guest of tenant, contractor or vendor for any company is allowed to have access to the roof of the apartment building for any purpose. Anyone found on the roof will be subject to arrest for trespassing.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Co-Signer \_\_\_\_\_ Date \_\_\_\_\_

Apartment Complex and Unit #           



TTY



Equal Housing Opportunity  
Equal Opportunity Employer



Wheelchair  
Accessible

“SBG Management and the owner of the property in question does not discriminate on the basis of handicap status in the admission to, or treatment of employment in its federally assisted programs and activities.”

# **SBG Management Services, Inc.**

## TRANS UNION CREDIT BUREAU

We report to Trans Union Credit Bureau positive as well as negative credit information. You have been advised that your credit status may be reported to Trans Union as part of our normal business procedure. By signing below you acknowledge that we report credit information of all occupants as well as co-signers to the credit reporting agencies.

Signature of Tenant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Tenant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Tenant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Co-Signer \_\_\_\_\_ Date \_\_\_\_\_

Apartment Complex and Unit Number \_\_\_\_\_



TTY



Equal Housing Opportunity  
Equal Opportunity Employer



Wheelchair  
Accessible

“SBG Management and the owner of the property in question does not discriminate on the basis of handicap status in the admission to, or treatment of employment in its federally assisted programs and activities.”

<sup>2</sup> *Geoff Beauparlant*

Case ID: 230701198

## LEASE ADDENDUM ON MOLD

To minimize the occurrence and growth of mold in the leased premises, apartment, common areas, tenant hereby agrees to the following:

1. Moisture Accumulation:  
Bound Parties shall remove any visible moisture accumulation in or on the leased premises, apartment or common area including on walls, windows, floors, ceilings and bathroom fixtures. Bound Parties agrees to mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans and kitchen and bathrooms and keep climate moisture in the leased premises, apartment and common areas at reasonable areas.
2. Apartment Cleanliness:  
Bound Parties shall clean and dust the leased premises regularly, and shall keep the leased premises, apartment and common areas, particularly kitchen and bathrooms clean.
3. Notification to Management:  
Bound Parties shall promptly notify management or landlord in writing of the presence of any of the following conditions:
  - a. A water leak, excessive moisture or standing water inside the leased premises.
  - b. A water leak, excessive moisture or standing water in any community common area.
  - c. Mold growth in or on the leased premises, apartment or common area that persists after resident has tried several times to remove it with household cleaning solutions such as Lysol or Pinesol Disinfectant, Tilex Mildew Remover or Clorox or a combination of water and bleach.
  - d. A malfunction in any part of the heating, air conditioning, plumbing or ventilation system in the leased premises, apartment or common area.
  - e. Any smell, pungent odor that persists for any period of time after tenant has made an attempt to perform any of the listed in a, b, c or d.
4. Liability:  
Bound Parties shall be liable to the owner, landlord, Management Company for damages sustained to the leases premises, apartment or common areas, or to the tenant's persons or property as a result of tenants failure to comply with the terms of this Addendum. Landlord or Management Company shall have no liability to any of the Bound Parties.
5. Violation of Addendum:  
Violation of this Addendum shall be deemed a material violation under the terms of the lease and owner shall be entitled to exercise all rights and remedies it possesses against Bound Parties at law or equity.
6. Binding: The Addendum shall be binding upon all Tenants, residents, occupants, invitees, heirs, successors or assignees, collectively referred to as the ("Bound Parties").
7. Addendum Supersedes Lease:

In case of conflict between the provisions of this Addendum and any other provisions of the Lease, any agreements, the provisions of the Addendum shall govern. This Lease Addendum on Mold is incorporated into the Lease executed or renewed between owner, landlord or Management Company and tenant. In the event of the absence of a lease or a tenant is considered a month-to-month tenant, this Lease Addendum shall be in full force and effect during all term of tenants residency, occupancy, or use of the leased premises, apartment or common areas.

Head of Household: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Head of Household: \_\_\_\_\_ Date: \_\_\_\_\_

Sbg/lease addendums  
Mold 100804



**A BRIEF GUIDE TO  
MOLD,  
MOISTURE,  
AND  
YOUR HOME**

**Indoor Air Quality (IAQ)**

EPA 402-K-02-003  
(Reprinted 09/2010)

**This Guide provides  
information and guidance  
for homeowners and  
renters on how to clean  
up residential mold  
problems and how to  
prevent mold growth.**

*U.S. Environmental Protection Agency  
Office of Air and Radiation  
Indoor Environments Division  
1200 Pennsylvania Avenue, N. W.  
Mailcode: 6609J  
Washington, DC 20460  
[www.epa.gov/iaq](http://www.epa.gov/iaq)*

# A BRIEF GUIDE TO MOLD, MOISTURE, AND YOUR HOME

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# MOLD BASICS

- The key to mold control is moisture control.
- If mold is a problem in your home, you should clean up the mold promptly *and* fix the water problem.
- It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.

**Why is mold growing in my home?** Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture.



*Mold growing outdoors on firewood. Molds come in many colors; both white and black molds are shown here.*

**Can mold cause health problems?** Molds are usually not a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins).

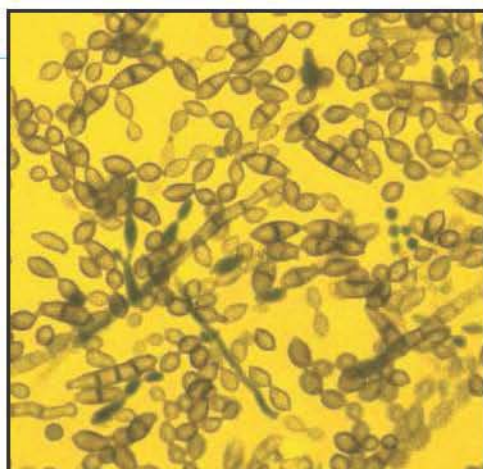
Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also cause asthma attacks in people with asthma who are allergic to mold. In addition, mold exposure can irritate the eyes, skin, nose, throat, and lungs of both mold-



allergic and non-allergic people. Symptoms other than the allergic and irritant types are not commonly reported as a result of inhaling mold.

Research on mold and health effects is ongoing. This brochure provides a brief overview; it does not describe all potential health effects related to mold exposure. For more detailed information consult a health professional. You may also wish to consult your state or local health department.

**How do I get rid of mold?** It is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust. The mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by controlling moisture indoors. If there is mold growth in your home, you must clean up the mold and fix the water problem. If you clean up the mold, but don't fix the water problem, then, most likely, the mold problem will come back.



*Magnified mold spores.*

**Molds can gradually destroy the things they grow on. You can prevent damage to your home and furnishings, save money, and avoid potential health problems by controlling moisture and eliminating mold growth.**

# MOLD

## CLEANUP



*Leaky window – mold is beginning to rot the wooden frame and windowsill.*

If you already have a mold problem – **ACT QUICKLY.** Mold damages what it grows on. The longer it grows, the more damage it can cause.

**Who should do the cleanup?** Who should do the cleanup depends on a number of factors. One consideration is the size of the mold problem. If the moldy area is less than about 10 square feet (less than roughly a 3 ft. by 3 ft. patch), in most cases, you can handle the job yourself, following the guidelines below. However:

- If there has been a lot of water damage, and/or mold growth covers more than 10 square feet, consult the U.S. Environmental Protection Agency (EPA) guide: *Mold Remediation in Schools and Commercial Buildings*. Although focused on schools and commercial

buildings, this document is applicable to other building types. It is available on the Internet at: [www.epa.gov/mold](http://www.epa.gov/mold).

- If you choose to hire a contractor (or other professional service provider) to do the cleanup, make sure the contractor has experience cleaning up mold. Check references and ask the contractor to follow the recommendations in EPA's *Mold Remediation in Schools and Commercial Buildings*, the guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH), or other guidelines from professional or government organizations.
- If you suspect that the heating/ventilation/air conditioning (HVAC) system may be contaminated with mold (it is part of an identified moisture problem, for instance, or there is mold near the intake to the system), consult EPA's guide *Should You Have the Air Ducts in Your Home Cleaned?* before taking further action. Do not run the HVAC system if you know or suspect that it is contaminated with mold - it could spread mold throughout the building. Visit [www.epa.gov/iaq/pubs](http://www.epa.gov/iaq/pubs) to download a copy of the EPA guide.
- If the water and/or mold damage was caused by sewage or other contaminated water, then call in a professional who has experience cleaning and fixing buildings damaged by contaminated water.
- If you have health concerns, consult a health professional before starting cleanup.

# MOLD **CLEANUP** GUIDELINES

## **BATHROOM TIP**

Places that are often or always damp can be hard to maintain completely free of mold. If there's some mold in the shower or elsewhere in the bathroom that seems to reappear, increasing the ventilation (running a fan or opening a window) and cleaning more frequently will usually prevent mold from recurring, or at least keep the mold to a minimum.



**Tips and techniques** The tips and techniques presented in this section will help you clean up your mold problem. Professional cleaners or remediators may use methods not covered in this publication. Please note that mold may cause staining and cosmetic damage. It may not be possible to clean an item so that its original appearance is restored.

- Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.
- Scrub mold off hard surfaces with detergent and water, and dry completely.

*Mold growing on the underside of a plastic lawnchair in an area where rainwater drips through and deposits organic material.*



*Mold growing on a piece of ceiling tile.*



- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.
- Avoid exposing yourself or others to mold (see discussions: **What to Wear When Cleaning Moldy Areas** and **Hidden Mold**.)
- Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.
- If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.

# WHAT TO WEAR WHEN CLEANING MOLDY AREAS



*Mold growing on a suitcase stored in a humid basement.*

It is important  
to take  
precautions to  
**LIMIT  
YOUR  
EXPOSURE**  
to mold and  
mold spores.

- **Avoid breathing in mold or mold spores.** In order to limit your exposure to airborne mold, you may want to wear an N-95 respirator, available at many hardware stores and from companies that advertise on the Internet. (They cost about \$12 to \$25.) Some N-95 respirators resemble a paper dust mask with a nozzle on the front, others are made primarily of plastic or rubber and have removable cartridges that trap most of the mold spores from entering. In order to be effective, the respirator or mask must fit properly, so carefully follow the instructions supplied with the respirator. Please note that the Occupational Safety and Health Administration (OSHA) requires that respirators fit properly (fit testing) when used in an occupational setting; consult OSHA for more information (800-321-OSHA or [osha.gov/](http://osha.gov/)).

■ **Wear gloves.** Long gloves that extend to the middle of the forearm are recommended. When working with water and a mild detergent, ordinary household rubber gloves may be used. If you are using a disinfectant, a biocide such as chlorine bleach, or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC (see **Cleanup and Biocides**). Avoid touching mold or moldy items with your bare hands.

■ **Wear goggles.** Goggles that do not have ventilation holes are recommended. Avoid getting mold or mold spores in your eyes.



*Cleaning while wearing N-95 respirator, gloves, and goggles.*

**How do I know when the remediation or cleanup is finished?** You must have completely fixed the water or moisture problem before the cleanup or remediation can be considered finished.

- You should have completed mold removal. Visible mold and moldy odors should not be present. Please note that mold may cause staining and cosmetic damage.
- You should have revisited the site(s) shortly after cleanup and it should show no signs of water damage or mold growth.
- People should have been able to occupy or re-occupy the area without health complaints or physical symptoms.
- Ultimately, this is a judgment call; there is no easy answer.

# MOISTURE AND MOLD PREVENTION AND CONTROL TIPS

## MOISTURE Control is the Key to Mold Control



*Mold growing on the surface of a unit ventilator.*

- When water leaks or spills occur indoors - **ACT QUICKLY**. If wet or damp materials or areas are dried 24-48 hours after a leak or spill happens, in most cases mold will not grow.

- Clean and repair roof gutters regularly.
- Make sure the ground slopes away from the building foundation, so that water does not enter or collect around the foundation.
- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.





*Condensation on the inside of a window-pane.*

- Keep indoor humidity low. If possible, keep indoor humidity below 60 percent (ideally between 30 and 50 percent) relative humidity. Relative humidity can be measured with a moisture or humidity meter, a small, inexpensive (\$10-\$50) instrument available at many hardware stores.

- If you see condensation or moisture collecting on windows, walls or pipes - ACT QUICKLY to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

**Actions that will help to reduce humidity:**

- ◆ Vent appliances that produce moisture, such as clothes dryers, stoves, and kerosene heaters to the outside where possible. (Combustion appliances such as stoves and kerosene heaters produce water vapor and will increase the humidity unless vented to the outside.)
- ◆ Use air conditioners and/or de-humidifiers when needed.
- ◆ Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

**Actions that will help prevent condensation:**

- ◆ Reduce the humidity (see preceding page).
- ◆ Increase ventilation or air movement by opening doors and/or windows, when practical. Use fans as needed.
- ◆ Cover cold surfaces, such as cold water pipes, with insulation.
- ◆ Increase air temperature.

*Mold growing on a wooden headboard in a room with high humidity.*



**Renters:** Report all plumbing leaks and moisture problems immediately to your building owner, manager, or superintendent. In cases where persistent water problems are not addressed, you may want to contact local, state, or federal health or housing authorities.



*Rust is an indicator that condensation occurs on this drainpipe. The pipe should be insulated to prevent condensation.*

**Testing or sampling for mold** Is sampling for mold needed? In most cases, if visible mold growth is present, sampling is unnecessary.

Since no EPA or other federal limits have been set for mold or mold spores, sampling cannot be used to check a building's compliance with federal mold standards.

Surface sampling may be useful to determine if an area has been

adequately cleaned or remediated. Sampling for mold should be conducted by professionals who have specific experience in designing mold sampling protocols, sampling methods, and interpreting results. Sample analysis should follow analytical methods recommended by the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or other professional organizations.

# HIDDEN MOLD



*Mold growing on the back side of wallpaper.*

**Suspicion of hidden mold** You may suspect hidden mold if a building smells moldy, but you cannot see the source, or if you know there has been water damage and residents are reporting health problems. Mold may be hidden in places such as the back side of dry wall, wallpaper, or paneling, the top side of ceiling tiles, the underside of carpets and pads, etc. Other possible locations of hidden mold include areas inside walls around pipes (with leaking or condensing pipes), the surface of walls behind furniture (where condensation forms), inside ductwork, and in roof materials above ceiling tiles (due to roof leaks or insufficient insulation).

**Investigating hidden mold problems** Investigating hidden mold problems may be difficult and will require caution when the investigation involves disturbing potential sites of mold growth. For example, removal of wallpaper can lead to a massive release of spores if there is mold growing on the underside of the paper. If you believe that you may have a hidden mold problem, consider hiring an experienced professional.

**Cleanup and Biocides** Biocides are substances that can destroy living organisms. The use of a chemical or biocide that kills organisms such as mold (chlorine bleach, for example) is not recommended as a routine practice during mold cleanup. There may be instances, however, when professional judgment may indicate its use (for example, when immune-compromised individuals are present). In most cases, it is not possible or desirable to sterilize an area; a background level of mold spores will remain - these spores will not grow if the moisture problem has been resolved. If you choose to use disinfectants or biocides, always ventilate the area and exhaust the air to the outdoors. Never mix chlorine bleach solution with other cleaning solutions or detergents that contain ammonia because toxic fumes could be produced.

**Please note:** Dead mold may still cause allergic reactions in some people, so it is not enough to simply kill the mold, it must also be removed.

*Water stain on a basement wall — locate and fix the source of the water promptly.*



## ADDITIONAL **RESOURCES**

For more information on mold related issues including mold cleanup and moisture control/condensation/humidity issues, visit:

[www.epa.gov/mold](http://www.epa.gov/mold)



*Mold growing on fallen leaves.*

*This document is available on the Environmental Protection Agency, Indoor Environments Division website at: [www.epa.gov/mold](http://www.epa.gov/mold)*

## NOTES

### Acknowledgements

EPA would like to thank Paul Ellringer, PE, CIH, for providing the photo on page 14.

Please note that this document presents recommendations. EPA does not regulate mold or mold spores in indoor air.



**Indoor Air Quality (IAQ)**

<sup>21</sup> *Geoff Beauparlant*





**A BRIEF GUIDE TO  
MOLD,  
MOISTURE,  
AND  
YOUR HOME**

Tenant

Date

Tenant

Date

**KEEP IN RESIDENT FILE**

 <sup>2</sup> *Geoff Beauparlant*

Case ID: 230701198



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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

June 2017

ACCEPTED

Case ID: 230701198

## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

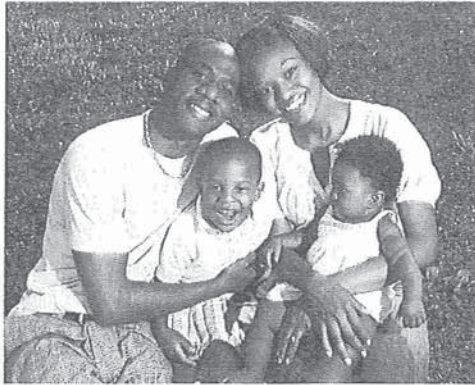
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### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

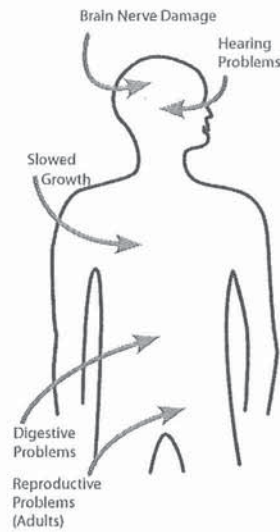
## Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.



## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples



- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

## **What You Can Do Now to Protect Your Family**

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

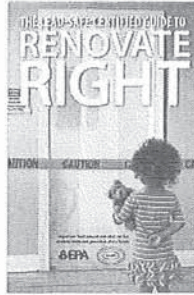
For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).



## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## **Consumer Product Safety Commission (CPSC)**

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## **U. S. Department of Housing and Urban Development (HUD)**

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/offices/lead/

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This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
September 2013

# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

FOR ADMIN USE ONLY *1/10/07*

Philadelphia Department of Public Health

### Certification of Lead SAFE Status



By signing this certificate I confirm that I have done a visual inspection and taken dust wipe samples of the dwelling listed below, and state that it does not have visible deteriorated paint and that interior dust wipe samples were collected in compliance with EPA regulations, were tested, and were found to not contain lead contaminated dust in excess of EPA dust lead standards. This certificate is valid for 24 months from date of validation.

Street Name \_\_\_\_\_ Apt. \_\_\_\_\_, Phila. PA 191 \_\_\_\_\_  
# or Floor \_\_\_\_\_ Zip \_\_\_\_\_

Certifying Company or Individual (print) \_\_\_\_\_ PA Lic. # or EPA LDS Tech Certificate Number \_\_\_\_\_

Inspector / Risk Assessor / Name (SIGNATURE) \_\_\_\_\_ Date of Verification \_\_\_\_\_

#### ACKNOWLEDGEMENT BY TENANT/LESSEE

"I, \_\_\_\_\_, hereby acknowledge receipt of this Lead Safe  
Tenant/Lessee's Signature  
Certification of this dwelling unit on \_\_\_\_\_."  
Date of Signing

Pursuant to Philadelphia Code Title 6, Chapter 6-800, SS 6-803(3)(c) the Landlord/Agent of the above property must give a copy of this certificate to the Tenant / Lessee and send a copy of the tenant-signed certificate, along with a copy of the dust wipe sample test results for this dwelling to the Department of Public Health, LEAD SAFE CERTIFICATION, C/O Department of Public Health, 2100 W Girard Ave., PNH Bldg #3, Philadelphia PA 19130; or fax to 215-685-2978; or scan and email to [lead.cert@phila.gov](mailto:lead.cert@phila.gov). If you have any questions call 215-685-2788.

# **SBG Management Services, Inc.**

## **CHILDHOOD LEAD POISONING INFORMATION**

Lead has been shown to have many harmful effects in growing children, especially between the ages of 9 months and 6 years. Even low levels of lead can cause life-long brain damage. Higher levels can cause pregnancy problems, high blood pressure, learning disabilities, more serious brain and nerve damage, and even death. We work to prevent a child from ever being lead poisoned and to eliminate this disease through education, lead screening, hazard identification and reduction, and a variety of other preventive services.

### **ABOUT LEAD POISONING**

Lead poisoning happens when a child breathes in or ingests lead from old, cracked, or peeling lead paint that has broken down into dirt or dust. Lead can also be brought into the house by pets and on toys, shoes, work clothes and/or uniforms. All young children put their fingers in their mouths. If they have touched anything with lead dust or dirt on it, they can be poisoned.

It is not easy to tell if a child has been lead poisoned. The symptoms of lead poisoning are similar to those of healthy children including:

- loss of appetite
- loss of energy
- hyperactivity
- irritability
- stomach aches
- may have no signs or symptoms at all

#### **For More Information Contact:**

**Childhood Lead Poisoning Prevention**  
Palak Raval-Nelson, MPH, PhD, Director

2100 West Girard Avenue  
Building #3

Philadelphia, PA 19130-1400

(Tel) 215-685-2788 (Fax) 215-685-2978

For a List of Resources visit:

<http://www.phila.gov/health/childhoodlead>

### **The only way to know for sure if a child has been poisoned is to get the child tested for lead.**

If you work with paint, machines, building construction, dirt or soil, you should leave work clothes at work, or change before you touch your child. Wash your children's hands, pacifiers, toys, and stuffed animals before eating or napping. "Wet wipe" hard surfaces like floors and windows at least once a week. Never cook with hot water--always start with cold. Always wash fresh fruit and vegetables to remove chemicals or "pesticides" which may contain lead. Foods high in calcium, iron, and Vitamin C can help keep your child healthy and lead free.

The good news is that average blood lead levels for both children and adults have dropped more than 80% since the late 1970's. The bad news is that blood lead levels remain higher among children in low-income families, especially those living in older housing where leaded paints may have been used. Test your child for lead poisoning at 9 months old and each year until they are age 6. Ask your healthcare provider for more information.

As such, it is your responsibility to notify the landlord if:

- you are pregnant or give birth
- you have a child under 6 years residing in your unit

**We certify that we have read and understand the importance of Childhood Lead Poisoning Prevention and Testing as it relates to Public Health and acknowledge resources provided by the City of Philadelphia.**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

SBG/Lease Addendums  
Childhood Lead Poisoning Prevention & Testing Resources 01212019

 <sup>2</sup> Geoff Beauparlant

Case ID: 230701198

# EXHIBIT C

## LEASE ADDENDUM ON PESTS

You have obtained your apartment bedbug, roaches, termite, lice and rodent (collectively pest free). To minimize the occurrence of infestation in the Leased Premises, Apartment Complex, Common Areas, Tenant hereby agrees to the following:

1. Furniture:  
Tenant shall obtain articles/mattresses that are new and pest free.
2. Apartment Cleanliness:  
Tenants shall clean and dust the Leased Premises regularly and observe the housekeeping policies and shall keep the Leased Premises, Apartment Complex and common areas, particularly kitchen and bathrooms clean.
3. Notification to Management:  
Tenants shall promptly notify management or Landlord in writing of the presence of any of the following conditions, but not limited to:
  - a. Any situation where Tenant is being bitten.
  - b. Any indication of a bed bug or pest problem existing in unit.
  - c. Any indication of rodents.
4. Liability:  
Tenant shall be liable to the owner, Landlord, Management Company for damages sustained to the Leases Premises, Apartment, Complex or Common Areas, or to the Tenant's persons or property as a result of Tenants failure to comply with the terms of this Addendum. Landlord or Management Company shall have no liability to any Tenants or occupants. See Liability Section of Lease.
5. Violation of Addendum:  
Violation of this Addendum shall be deemed a material violation under the terms of the Lease and owner shall be entitled to exercise all rights and remedies it possesses against Tenants at law or equity.
6. Binding: The Addendum shall be binding upon all Tenants, residents, occupants, invitees, heirs, successors or assignees, collectively referred to as the ("Tenants").
7. Addendum Supersedes Lease:  
In case of conflict between the provisions of this Addendum and any other provisions of the Lease, any agreements, the provisions of the Addendum shall govern. This Lease Addendum on Pest is incorporated into the Lease executed or renewed between owner, Landlord or Management Company and Tenant. In the event of the absence of a Lease or a Tenant is considered a month-to-month tenant, this Lease Addendum shall be in full force and effect during all term of tenants residency, occupancy, or use of the Leased Premises, apartment or common areas.
8. In the sole discretion of the Landlord, the Landlord determines that the Tenant is responsible for the infestation in the Leased Premises, Apartment, Complex, Building or Common Areas than



Landlord may seek reimbursement from Tenant of all costs associated including extermination of the Leased Premises, Apartment, Building Complex or Common Areas.

9. The Tenant agrees and acknowledges all terms and conditions of The Resident Policy Handbook.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Co tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Sbg/leases/pest addendum 05232014

 <sup>3</sup> Geoff Beauparlant

Case ID: 230701198

# EXHIBIT D



# Property History

Permits, licenses, violations & appeals by address

[L&I dashboard](#) / [Property history](#) / 1220 LINDLEY AVE

## Property address search

Search an address...

1220 LINDLEY AVE

CLEAR



<b>L&amp;I district</b>	EAST
<b>Owner name</b>	LINDLEY TOWER REALTY CO LP.
<b>Owner mailing address</b>	1220 LINDLEY AVE PHILADELPHIA, PA 19141

To report corrections, [submit an official inquiry](#).

Appeals

No Appeals for this property

Investigations

260 Investigations



Business licenses

7 Business licenses



Permits

11 Permits for this property



Violations

198 Violations (within 57 cases)



Filter by Year issued

Filter by Case #

Filter by Type

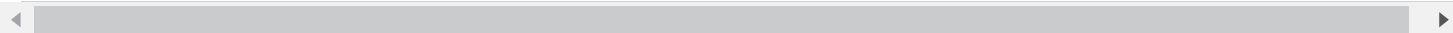
Case ID: 230701198



# Property History

Permits, licenses, violations & appeals by address

Sep. 15, 2022	<a href="#">CF-2022-095047 (1 violation)</a>	STANDARD
Sep. 14, 2022	<a href="#">CF-2022-094607 (5 violations)</a>	IMMINENTLY DANGEROUS
Feb. 10, 2022	<a href="#">CF-2022-011300 (2 violations)</a>	STANDARD
Feb. 09, 2022	<a href="#">CF-2022-010966 (15 violations)</a>	STANDARD
Jan. 06, 2022	<a href="#">CF-2022-001405 (6 violations)</a>	STANDARD
Oct. 25, 2021	<a href="#">CF-2021-104105 (4 violations)</a>	STANDARD
Oct. 25, 2021	<a href="#">CF-2021-104086 (4 violations)</a>	STANDARD
Oct. 25, 2021	<a href="#">CF-2021-104083 (1 violation)</a>	STANDARD
Oct. 22, 2021	<a href="#">CF-2021-103763 (10 violations)</a>	STANDARD
Oct. 19, 2021	<a href="#">CF-2021-102606 (1 violation)</a>	STANDARD



≤ 1 2 3 4 5 ≥

Showing 1 to 10 of 57 records

[Department of Licenses & Inspections](#)

[Terms of Use](#)

[Right to Know](#)

[Privacy Policy](#)



# Property History

Permits, licenses, violations & appeals by address

Oct. 19, 2021	<a href="#">CF-2021-102588 (2 violations)</a>	STANDARD
Oct. 19, 2021	<a href="#">CF-2021-102575 (1 violation)</a>	STANDARD
Oct. 19, 2021	<a href="#">CF-2021-102528 (4 violations)</a>	STANDARD
Oct. 12, 2021	<a href="#">CF-2021-099875 (7 violations)</a>	STANDARD
Apr. 26, 2021	<a href="#">CF-2021-032051 (9 violations)</a>	STANDARD
Sep. 03, 2020	<a href="#">CF-2020-058786 (11 violations)</a>	STANDARD
Mar. 28, 2019	<a href="#">677960 (2 violations)</a>	STANDARD
Jul. 05, 2018	<a href="#">642632 (3 violations)</a>	STANDARD
Mar. 30, 2017	<a href="#">577293 (2 violations)</a>	HAZARDOUS
Mar. 30, 2017	<a href="#">577239 (9 violations)</a>	STANDARD



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Showing 11 to 20 of 57 records

[Department of Licenses & Inspections](#)

[Terms of Use](#)

[Right to Know](#)

[Privacy Policy](#)

# EXHIBIT E



# Property History

Permits, licenses, violations & appeals by address

## Property address search

Search an address...

7200-04 CRESHEIM RD

CLEAR ✕



**L&I district**

NORTH

**Owner name**

CRESHEIM VALLEY REALTY  
CO

**Owner mailing address**

7200 CRESHEIM RD  
PHILADELPHIA, PA 19119

To report corrections, [submit an official inquiry.](#)

Appeals

No Appeals for this property

Investigations

33 Investigations



Business licenses

3 Business licenses



Permits

4 Permits for this property



Violations

46 Violations (within 11 cases)



Filter by Year issued

Year issued

Filter by Case #

Type to filter by case #

Filter by Type

Type

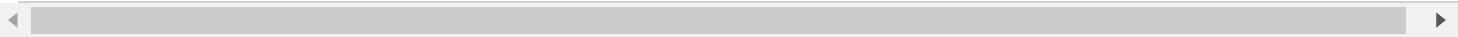
Case ID: 230701198



# Property History

Permits, licenses, violations & appeals by address

Nov. 21, 2022	<a href="#">CF-2022-117237 (2 violations)</a>	STANDARD
Sep. 22, 2022	<a href="#">CF-2022-098361 (8 violations)</a>	STANDARD
Sep. 08, 2022	<a href="#">CF-2022-092822 (2 violations)</a>	STANDARD
Jul. 25, 2022	<a href="#">CF-2022-073186 (1 violation)</a>	STANDARD
Jul. 21, 2022	<a href="#">CF-2022-072149 (19 violations)</a>	STANDARD
Apr. 09, 2021	<a href="#">CF-2021-026152 (1 violation)</a>	STANDARD
Feb. 25, 2020	<a href="#">725120 (1 violation)</a>	STANDARD
Dec. 09, 2017	<a href="#">615010 (6 violations)</a>	STANDARD
May. 10, 2017	<a href="#">583062 (3 violations)</a>	STANDARD



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Showing 1 to 10 of 11 records

[Department of Licenses & Inspections](#)

[Terms of Use](#)

[Right to Know](#)

[Privacy Policy](#)



# EXHIBIT F



# ✘ Violation Notice and Order to Correct

L&I File Number: CF-2022-094607

<p><b>RESPONSIBLE PARTY</b></p> <p>Lindley Tower Realty Co LP 1220 Lindley Ave Philadelphia, Pennsylvania 19141</p>	<p><b>DISTRICT OFFICE</b></p> <p>Contractual Services Unit 4000 N American St Philadelphia, PA 19140 215-685-3055</p>
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<p><b>PROPERTY IN VIOLATION</b></p> <p>1220 LINDLEY AVE, Philadelphia, PA 19141-3534</p>	<p><b>DATE OF NOTICE</b></p> <p>09/16/2022</p>
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On 09/14/2022 the Department of Licenses and Inspections inspected/investigated the property in violation and found the following condition(s) which violate the Philadelphia Code. Based on all or some of these Code violations the property is deemed:

## IMMINENTLY DANGEROUS

The property will remain in this status until all the necessary violations below are corrected and the Department of Licenses and Inspections has verified the corrective action. You are the person responsible for the correction of these violations.

The Department of Licenses and Inspections hereby certifies that the violations at this property create a condition of immediate danger or hazard to health safety and welfare which requires immediate compliance.

If these violations are not corrected before 09/25/2022 the Department will take action as soon as possible to vacate and demolish the imminently dangerous structure.

Any permit or license obtained to comply a violation of working without or in excess of a permit or a license will result in an additional inspection fee equal to the cost of the permit or license. (Phila. Code § A-901.13)

**YOU ARE ORDERED TO MAKE REPAIRS AND/OR TAKE THE NECESSARY ACTION TO CORRECT THE CITED CONDITIONS PRIOR TO 09/25/2022**

VIOLATIONS				
PHILA. CODE §	PHILA. CODE LANGUAGE	CONDITION IN VIOLATION	LOCATION	FINE PER DAY
PM15-110.1	The Department inspected the subject structure and determined it is in imminent danger of collapse you must repair or demolish said structure immediately. When there is imminent danger of failure or collapse of a structure or any part thereof which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, the code official is authorized and empowered to order and require the occupants to vacate the same forthwith in accordance with the cease	SITE		\$2,000.00



# ✘ Violation Notice and Order to Correct

L&I File Number: CF-2022-094607

VIOLATIONS				
PHILA. CODE §	PHILA. CODE LANGUAGE	CONDITION IN VIOLATION	LOCATION	FINE PER DAY
PM15-304.1(g)	operations provisions set forth in the administrative code. It shall be unlawful for any person to enter such structure except for the purpose of making the required repairs or demolishing the structure.	The facade at the 7th story has collapsed into N Camac St. The exterior walls are bulged at all elevations.		\$300.00
A-304.1/1	You are hereby ordered to obtain the services of a Pennsylvania Licensed Professional Engineer to serve as the design professional in responsible charge pursuant to Administrative Code Section A-304, and maintain, at a minimum, the following responsibilities: 1) Immediately assess the structure to determine the extent of the structural defects and submit those findings along with a timeline of corrective actions to the Department. 2) Design and observe the immediate installation of temporary protections of the public way and adjacent properties. 3) Develop a remediation plan, detailing the extent of the required removal and replacement of structural components and temporary shoring required for the remediation. The remediation plan must contain adequate construction details to confirm code compliance as well as provide the responsible contractor with necessary	Facade evaluation required, along with full plans for repair/ stabilization.		\$300.00



# ✘ Violation Notice and Order to Correct

L&I File Number: CF-2022-094607

VIOLATIONS

PHILA. CODE §	PHILA. CODE LANGUAGE	CONDITION IN VIOLATION	LOCATION	FINE PER DAY
PM15-315.2	<p>direction in approaching and completing the necessary repairs.</p> <p>4)Submit such remediation plan with details to the Department along with an application for a building permit.</p> <p>5)Provide periodic structural observations of the remediation work throughout the repair process.</p> <p>6)Inform the Department if a condition arises which poses an immediate threat to public safety.</p> <p>7)Upon completion of the repairs, submit a sealed statement to the Department that the structure has been made safe.</p> <p>8)Inform the Department if oversight responsibilities are terminated by the owner.</p>	All exterior elevations.		\$2,000.00
PM15-108.1.2	<p>Properties six or more stories and those with an appurtenance in excess of 60' are required to submit a Façade Report to the Department of Licenses and Inspections. This report must be prepared by a Commonwealth of PA registered structural engineer or architect knowledgeable in the design, construction, and inspection of building facades.</p>	Barricades placed to close Camac St. And parking lane at		\$2,000.00
	<p>The equipment cited in this order is deemed Unsafe and must be removed or repaired. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the</p>			



# ✕ Violation Notice and Order to Correct

L&I File Number: CF-2022-094607

## VIOLATIONS

PHILA. CODE §	PHILA. CODE LANGUAGE	CONDITION IN VIOLATION	LOCATION	FINE PER DAY
	public or occupants of the premises or structure			



Failure to timely correct the violations listed above by or before the correction date listed above will result in the stated fine amount being imposed against you. The fines will be imposed on a per day basis for each violation that remains uncorrected AFTER the stated correction date. Phila. Code § A-601. If you timely correct each violation by the stated correction date, no fines will be due.

In addition to the fines listed above, failure to timely correct the violations will result in:

- The removal of all occupants and demolition of your property;
- Labor and material costs for any work performed by the City, such as a demolition; sealing of windows or doors; clearing of weeds, trash or debris; relocation expenses for removing occupants, costs associated with cease operations orders. Such costs are subject to an additional administrative fee of 21% (Phila. Code § A-503);
- An additional \$100 fee for repeat abatement work (Phila. Code § A-503.2); and
- Reinspection fees as follows: \$100 for the third inspection, \$200 for the fourth inspection, and \$350 for any additional inspections (Phila. Code § A-901.12.2).



**YOU HAVE THE RIGHT TO APPEAL THIS NOTICE. YOUR APPEAL MUST BE FILED BY 09/21/2022.**

Appeal of this Notice does not extend the time for you to comply nor will it stop any action by the City of Philadelphia.

For more information on filing an appeal and/or to obtain the approved form visit the appeals section of the Department of Licenses and Inspections website at [www.phila.gov/li](http://www.phila.gov/li) or the Boards Administration Unit, 11th Floor Municipal Services Building, 1401 J.F.K. Blvd., Philadelphia PA.

**IF YOU DO NOT TIMELY FILE AN APPEAL THEN YOU WAIVE YOUR RIGHT TO LATER CHALLENGE ANY PART OF THIS NOTICE.** This includes waiving your right to argue: whether the violations existed, whether you were responsible to correct the violations, whether you had enough time to correct the violations, whether the City should have abated the violations, and whether the City can impose fines, fees, or costs against you.

**IF YOU HAVE ANY LEGAL QUESTIONS YOU SHOULD CONSULT WITH AN ATTORNEY.**

If you do not have an attorney, you can contact the Philadelphia Bar Association Referral and Information Line at 215-238-6333 to have an attorney referred to you. You can also find a list of legal aid service providers at <http://palegalaid.net/legal-aid-providers-in-pa>.



The Philadelphia Code may be found online for free at [www.phila.gov](http://www.phila.gov) under "Open government."

If you have any questions regarding this notice or would like to schedule a re-inspection, please contact: ROBERT BROOKS by calling the district office phone number noted above.



## ✘ Violation Notice and Order to Correct

L&I File Number: CF-2022-094607

ATTENTION: This is an important notice! For information in your language, call 215-686-8686

ATENCIÓN: ¡Este es un aviso importante! Para recibir información en su idioma, llame al 215-686-8686

注意: 这是重要通知! 如果您需要以您的语言获得此信息, 请致电 215-686-8686

CHÚ Ý: Đây là thông báo quan trọng! Nếu bạn cần thư này bằng ngôn ngữ khác, vui lòng gọi 215-686-8686

주의: 중요 통지입니다! 이 서신을 귀하의 언어로 받고 싶으시면 215-686-8686번으로 전화하시기 바랍니다

توجہ فرمائیں: یہ ایک ضروری اطلاع نامہ ہے! ترجمے کی خدمات کے لیے 215-686-8686 پر کال کریں

ATTENTION : Cet avis est important ! Si vous avez besoin de cet avis dans une autre langue, appelez le 215-686-8686





# ✘ Violation Notice and Order to Correct

L&I File Number: CF-2022-094607

<p><b>RESPONSIBLE PARTY</b></p> <p>Lindley Tower Realty CO LP 1623 Cheltenham Ave Philadelphia, Pennsylvania 19126</p>	<p><b>DISTRICT OFFICE</b></p> <p>Contractual Services Unit 4000 N American St Philadelphia, PA 19140 215-685-3055</p>
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<p><b>PROPERTY IN VIOLATION</b></p> <p>1220 LINDLEY AVE, Philadelphia, PA 19141-3534</p>	<p><b>DATE OF NOTICE</b></p> <p>09/28/2022</p>
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On 09/14/2022 the Department of Licenses and Inspections inspected/investigated the property in violation and found the following condition(s) which violate the Philadelphia Code. Based on all or some of these Code violations the property is deemed:

## IMMINENTLY DANGEROUS

The property will remain in this status until all the necessary violations below are corrected and the Department of Licenses and Inspections has verified the corrective action. You are the person responsible for the correction of these violations.

The Department of Licenses and Inspections hereby certifies that the violations at this property create a condition of immediate danger or hazard to health safety and welfare which requires immediate compliance.

If these violations are not corrected before 10/03/2022 the Department will take action as soon as possible to vacate and demolish the imminently dangerous structure.

Any permit or license obtained to comply a violation of working without or in excess of a permit or a license will result in an additional inspection fee equal to the cost of the permit or license. (Phila. Code § A-901.13)

**YOU ARE ORDERED TO MAKE REPAIRS AND/OR TAKE THE NECESSARY ACTION TO CORRECT THE CITED CONDITIONS PRIOR TO 10/03/2022**

VIOLATIONS				
PHILA. CODE §	PHILA. CODE LANGUAGE	CONDITION IN VIOLATION	LOCATION	FINE PER DAY
PM15-110.1	The Department inspected the subject structure and determined it is in imminent danger of collapse you must repair or demolish said structure immediately. When there is imminent danger of failure or collapse of a structure or any part thereof which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, the code official is authorized and empowered to order and require the occupants to vacate the same forthwith in accordance with the cease	SITE		\$2,000.00



# ✘ Violation Notice and Order to Correct

L&I File Number: CF-2022-094607

VIOLATIONS				
PHILA. CODE §	PHILA. CODE LANGUAGE	CONDITION IN VIOLATION	LOCATION	FINE PER DAY
PM15-304.1(g)	<p>operations provisions set forth in the administrative code. It shall be unlawful for any person to enter such structure except for the purpose of making the required repairs or demolishing the structure.</p> <p>Exterior walls are not anchored to supporting and/or supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.</p>	<p>The facade at the 7th story has collapsed into N Camac St. The exterior walls are bulged at all elevations.</p>		\$300.00
A-304.1/1	<p>You are hereby ordered to obtain the services of a Pennsylvania Licensed Professional Engineer to serve as the design professional in responsible charge pursuant to Administrative Code Section A-304, and maintain, at a minimum, the following responsibilities:</p> <ol style="list-style-type: none"> <li>1) Immediately assess the structure to determine the extent of the structural defects and submit those findings along with a timeline of corrective actions to the Department.</li> <li>2) Design and observe the immediate installation of temporary protections of the public way and adjacent properties.</li> <li>3) Develop a remediation plan, detailing the extent of the required removal and replacement of structural components and temporary shoring required for the remediation. The remediation plan must contain adequate construction details to confirm code compliance as well as provide the responsible contractor with necessary</li> </ol>	<p>Facade evaluation required, along with full plans for repair/ stabilization.</p>		\$300.00





# ✘ Violation Notice and Order to Correct

L&I File Number: CF-2022-094607

VIOLATIONS

PHILA. CODE §	PHILA. CODE LANGUAGE	CONDITION IN VIOLATION	LOCATION	FINE PER DAY
PM15-315.2	<p>direction in approaching and completing the necessary repairs.</p> <p>4)Submit such remediation plan with details to the Department along with an application for a building permit.</p> <p>5)Provide periodic structural observations of the remediation work throughout the repair process.</p> <p>6)Inform the Department if a condition arises which poses an immediate threat to public safety.</p> <p>7)Upon completion of the repairs, submit a sealed statement to the Department that the structure has been made safe.</p> <p>8)Inform the Department if oversight responsibilities are terminated by the owner.</p>	All exterior elevations.		\$2,000.00
PM15-108.1.2	<p>The equipment cited in this order is deemed Unsafe and must be removed or repaired. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the</p>	Barricades placed to close Camac St. And parking lane at		\$2,000.00



# ✕ Violation Notice and Order to Correct

L&I File Number: CF-2022-094607

## VIOLATIONS

PHILA. CODE §	PHILA. CODE LANGUAGE	CONDITION IN VIOLATION	LOCATION	FINE PER DAY
	public or occupants of the premises or structure			



Failure to timely correct the violations listed above by or before the correction date listed above will result in the stated fine amount being imposed against you. The fines will be imposed on a per day basis for each violation that remains uncorrected AFTER the stated correction date. Phila. Code § A-601. If you timely correct each violation by the stated correction date, no fines will be due.

In addition to the fines listed above, failure to timely correct the violations will result in:

- The removal of all occupants and demolition of your property;
- Labor and material costs for any work performed by the City, such as a demolition; sealing of windows or doors; clearing of weeds, trash or debris; relocation expenses for removing occupants, costs associated with cease operations orders. Such costs are subject to an additional administrative fee of 21% (Phila. Code § A-503);
- An additional \$100 fee for repeat abatement work (Phila. Code § A-503.2); and
- Reinspection fees as follows: \$100 for the third inspection, \$200 for the fourth inspection, and \$350 for any additional inspections (Phila. Code § A-901.12.2).



**YOU HAVE THE RIGHT TO APPEAL THIS NOTICE. YOUR APPEAL MUST BE FILED BY 10/03/2022.**

Appeal of this Notice does not extend the time for you to comply nor will it stop any action by the City of Philadelphia.

For more information on filing an appeal and/or to obtain the approved form visit the appeals section of the Department of Licenses and Inspections website at [www.phila.gov/li](http://www.phila.gov/li) or the Boards Administration Unit, 11th Floor Municipal Services Building, 1401 J.F.K. Blvd., Philadelphia PA.

**IF YOU DO NOT TIMELY FILE AN APPEAL THEN YOU WAIVE YOUR RIGHT TO LATER CHALLENGE ANY PART OF THIS NOTICE.** This includes waiving your right to argue: whether the violations existed, whether you were responsible to correct the violations, whether you had enough time to correct the violations, whether the City should have abated the violations, and whether the City can impose fines, fees, or costs against you.

**IF YOU HAVE ANY LEGAL QUESTIONS YOU SHOULD CONSULT WITH AN ATTORNEY.**

If you do not have an attorney, you can contact the Philadelphia Bar Association Referral and Information Line at 215-238-6333 to have an attorney referred to you. You can also find a list of legal aid service providers at <http://palegalaid.net/legal-aid-providers-in-pa>.



The Philadelphia Code may be found online for free at [www.phila.gov](http://www.phila.gov) under "Open government."

If you have any questions regarding this notice or would like to schedule a re-inspection, please contact: ROBERT BROOKS by calling the district office phone number noted above.



## ✘ Violation Notice and Order to Correct

L&I File Number: CF-2022-094607

ATTENTION: This is an important notice! For information in your language, call 215-686-8686

ATENCIÓN: ¡Este es un aviso importante! Para recibir información en su idioma, llame al 215-686-8686

注意: 这是重要通知! 如果您需要以您的语言获得此信息, 请致电 215-686-8686

CHÚ Ý: Đây là thông báo quan trọng! Nếu bạn cần thư này bằng ngôn ngữ khác, vui lòng gọi 215-686-8686

주의: 중요 통지입니다! 이 서신을 귀하의 언어로 받고 싶으시면 215-686-8686번으로 전화하시기 바랍니다

توجہ فرمائیں: یہ ایک ضروری اطلاع نامہ ہے! ترجمے کی خدمات کے لیے 215-686-8686 پر کال کریں

ATTENTION : Cet avis est important ! Si vous avez besoin de cet avis dans une autre langue, appelez le 215-686-8686



# EXHIBIT G

# FAÇADE ASSESSMENT REPORT

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Premier Building Restoration, Inc.  
Lindley Tower Apartments  
1220 Lindley Avenue  
Philadelphia, PA 19141-3534  
File No. 4020.0009.00

SEPTEMBER 23, 2022

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O'Donnell & Naccarato  
Prepared by: Matthew Mowrer, PE  
Associate  
PA License No. PE081915



Case ID: 230701198



701 MARKET STREET, #6000, PHILADELPHIA, PA 19106  
215.925.3788 | O-N.COM

PRINCIPALS

Anthony Naccarato, PE, SE, *President*  
Mark Lunden, PE, SE, *Vice President*  
Dennis Mordan, PE, SE, *Vice President*  
Paul Panzarino, PE, SE, *Vice President*  
Rod McComas, PE, SE, *Vice President*  
Scott Bauer, PE, SE, LEED AP  
James Behler, PE, SE  
Michael Herrmann, PE, SE  
Alan Miller, PE, SE  
Mark Orsini, PE, SE  
Brian Rawlings, PE, SE

FOUNDERS

William O'Donnell, PE (dec. 2019)  
Peter Naccarato, PE (retired)

September 23, 2022

Chris Hertz  
Project Manager  
Premier Building Restoration, Inc.  
5. Montgomery Avenue  
Erdenheim, PA 19038

**RE: Lindley Tower Apartments Façade Assessment  
Philadelphia, PA 19141-3534  
File No. 4020.0009.00**

O'Donnell & Naccarato, Inc. (O&N) has completed the façade investigation at the above referenced building to satisfy the City of Philadelphia Code PM 315. The purpose of the investigation was to observe the general condition of the façade, to identify and record deterioration that requires repair and maintenance, assess the framing elements that were exposed as part of a localized façade collapse, and to provide a classification of the building façade in accordance with the Ordinance.

Locations for an up-close visual and tactile inspection were selected using our professional judgement. Conditions at other locations on the façade may vary from that which was observed at the selected locations.

This report is a narrative document noting the observed condition of the façade at the time of our visits. The report notes the observed deficiencies, defects, and damages that were readily visible during our visits to the site and general information on the types of required repair and maintenance. This report is not intended, nor should it be used as, a bidding document for the repairs of the documented deficiencies. Additional and more detailed information is required for implementing repairs and improvements.



## BACKGROUND INFORMATION

Date of Construction: 1938

Dates of Alterations/Repair: Unknown

Use Category: Residential Group R-2

Exterior Wall Type: Brick Mass Masonry

Height: Approx. 80'-0"

No. of Stories: 7

Plan Dimensions: Approx. 80'-0" x 160'-0"

Historic Designation: None

The building is located at the southwest corner of the intersection formed by Lindley Avenue and N. Camac Street (See Photograph 1). The OPA address is 1220 Lindley Avenue, Philadelphia, PA 19141-3534 and is owned by Lindley Tower Realty Co. L.P. The building was constructed in 1938 and was used as an apartment building with an occupancy classification and use of Residential Group R-2 until a partial façade collapse occurred on Wednesday, September 14, 2022 (See Photograph 2). The building has a C-shape with an approximate length of 160'-0" in the north-south direction and width of 80'-0" in the east-west direction. An approximately 70'-0" long x 35'-0" wide, courtyard is cut into the east elevation. The building is 7 stories tall with an approximate height of 80'-0" from grade to the top of the main roof level parapet. The building contains approximately six different penthouse structures that vary in size and height. Controlled tenant access to the building is located at the east elevation (See Photograph 3). A leasing office and controlled employee entrance are located at the north elevation (See Photograph 4). A parking lot and fire escape is located at the west elevation (See Photograph 5). The building abuts a single-family rowhome at the south elevation (See Photograph 6). The north (Lindley Avenue) and east (N. Camac Street) elevations are street-facing.

The structure is steel framed with a concrete slab floor system, supported by small steel beams @ 24" o.c. (See Photograph 7). There are hung steel relief angles at the floor lines that are connected back to the steel floor beams. Steel connections are made with rivets. The façade is primarily composed of brick set in a common bond pattern with a Flemish bond course every 8<sup>th</sup> course. At random locations, brick headers protrude slightly from the face of the façade. Brick arches adorn the top floor of the structure at the north, east, and south elevations. The north, east, and partial south elevations include a broken cast stone band course at the base of the 7<sup>th</sup> floor, a cast stone cornice at the base of the 2<sup>nd</sup> floor, and a cast stone plinth at the ground floor. Ornamental cast stone units are set at regular intervals below the roof level at the east and north elevations (See Photograph 8). Single-hung windows are located at each floor and include a cast stone sill. At the ground floor, several of the windows are surrounded by cast stone ornamentation. The building entrance at the east elevation consists of a cast stone vestibule with cast stone coping. An approximately 3'-0" tall parapet aligns the perimeter of the roof. The roofing membrane extends up the back face and top of the parapet wall (See Photograph 9). Cast stone ornamentation is set atop the parapet at the center of the east elevation. The façade of the penthouse structures generally match that of the main building structure. The façade acts as a mass masonry wall system that relies principally on wall thickness and bond intimacy between the brick and mortar to effectively resist bulk rainwater penetration. Appurtenances include rooftop telecommunication antennas, A/C window units at random locations, and a flagpole atop the tallest penthouse structure. We were called out to site in response to a partial façade collapse at the east elevation.



## DOCUMENT REVIEW

No documents were available for our review.

## OBSERVATIONS

Our investigation of the building exterior was performed on September 16, 21, and 22, 2022 using industrial rope access techniques and a 100' aerial lift to access the building façade. Rope access was utilized at the north elevation due to overhead power lines restricting access for the aerial lift.

The locations of our up-close physical investigations are depicted on the attached field survey sheets FS-1 through FS-4. In addition, the readily visible deficiencies, items of distress, damages, and defects are identified with our estimated extents on the field survey sheets.

Our review of the existing building façade determined the exterior walls generally appeared to be in *Extremely Poor* condition (See Attached Structural Classification Definitions). There are multiple UNSAFE conditions as well as an overall potential for building collapse. A summary of the deficiencies noted during our investigation is as follows:

### BRICK MASONRY

- UNSAFE - Cracked brick masonry was present at a significant amount of locations, and was typically located where backup steel elements exist (lintels, floor beams, columns, etc.). The cracking varied in width from hairline to 1.5" and in length from 1 LF to 30 LF (See Photographs 10-13). Previous repairs were observed as a different colored red brick with new mortar.
- UNSAFE - Laterally displaced and bulging brick was present at a significant amount of locations, and was typically located where backup steel elements exist (lintels, floor beams, columns, etc.). The displaced brick varied in size from 1 SF to large sections of wall approximately 200 SF (See Photographs 14-19). A large section of the wall at the north end of the east elevation had collapsed and fallen to the street below.
- UNSAFE - Deteriorated mortar joints were observed consistently at each elevation. The top parapet level had the highest percentage of failed mortar. (See Photograph 20). Cracked and eroded joints greater than 1/4" in depth were typically observed, with some completely missing. Vegetation was observed growing out of the upper level parapet joints. Localized areas had been repointed, but it appears the original mortar was left in place during the repointing process.

### STEEL

- UNSAFE - The façade collapse exposed the structural steel framing, typically hidden from view during a façade assessment. The steel floor beams were heavily corroded with significant section loss (See Photograph 21 and 22). The beam to column riveted connections observed were heavily corroded with significant section loss (See Photograph 23). The columns had moderate corrosion, except at the floor lines where there was heavy corrosion (See Photograph 24).
- UNSAFE - Corroded steel lintels were observed at all locations with varying levels of section loss. (See Photograph 25 - 26). Corrosion was generally heavy to severe with section loss.





The majority of the lintels were exhibiting deflections, indicating that rust jacking was occurring. Deflections were observed up to 1.5” at some locations. At numerous locations, we observed the horizontal leg of the lintel angle missing, leaving the masonry above unsupported. We also observed heavy corrosion of the shelf angles at the floor lines (See Photographs 21 – 24).

## CAST STONE

- UNSAFE - Cracked cast stone units (See Photographs 27). Cracks were no greater than 2’-0” long by 1/8” thick and occurred mostly at sill locations.
- UNSAFE - Deteriorated mortar joints were observed consistently at each elevation (See Photograph 28). Cracked and eroded joints greater than 1/4” in depth were typically observed, with some completely missing.

## SEALANT

- Deteriorated sealant was noted at the perimeter of the window openings and at the cast stone coping joints (See Photographs 29). Sealant deterioration occurred at each of the building elevations. Sealant was generally in *Poor* condition with alligator cracking being the most common mode of sealant failure.

## MISCELLANEOUS

- At several locations, the metal capping of the parapet was missing, exposing the brick masonry parapet (See Photograph 30).

## ANALYSIS AND DISCUSSION

### BRICK MASONRY

- Brick cracks and displacement appeared to be consistent with two conditions: restrained movement and the corrosion of the underlying steel elements. There were no expansion joints at the building, which is typical of the age of construction. It appeared that the original masonry façade is experiencing restrained movement as thermal expansion exerts pressure on the portion of the reconstructed masonry façade. The Brick Industry Association (BIA) Technical Note 18A “Accommodating Expansion of Brickwork” recommends that vertical expansion joints in brick be installed no more than 20’-0” on center. These vertical expansion joints accommodate the changes in volume that the brick masonry will experience. Additionally, the building materials, steel and brick, expand at varying rates when exposed to temperature variations throughout the day. As the brick expands there is no room for vertical expansion as the brick is built tight to the underside of the steel relief angle and lintels. This leads to the brick being displaced laterally, in or out of the plane of the wall, and causing cracking at these locations. The Brick Industry Association (BIA) Technical Note 18A “Accommodating Expansion of Brickwork” recommends that horizontal expansion joints in brick be installed “immediately below shelf angles”. These horizontal expansion joints accommodate the changes in volume and vertical expansion. In addition to the lack of thermal accommodations, the cracked and laterally displaced brick are also due to backup and embedded corroded steel lintels and framing. As steel corrodes it expands known as rust-jacking,



applying stress within the masonry materials eventually cracking and displacing them. The Brick Industry Association (BIA) Technical Note 7 “Water Penetration Resistance - Design” recommends that flashing, weeps and drip edges be installed at lintels to provide adequate drainage and water resistance. Drip edges provide an avenue where water will be directed out and away from the façade and not permit it to re-enter under the flashing from surface tension. During our investigation we did not observe flashing at the locations of corroded steel lintels and cracked and bulged brick masonry. However, we did observe original copper flashing at isolated locations of the floor lines.

There were also no brick ties observed, however it’s possible that the header bricks were used to tie the multiple brick wythes together.

We observed previous repairs to the lintels that included installation of a new lintel on top of the existing.

- Deteriorated brick mortar joints are consistent with the age of the mortar and its prolonged exposure to the environment and freeze/thaw cycles. The deteriorated brick mortar that was repointed appears to be a result of improper surface preparation or poor installation techniques during repointing. When removing the loose areas of mortar, we discovered that the existing mortar was not cut out to a minimum depth of 3/4" prior to repointing as recommended in The Brick Industry Association’s Technical Note 46.

## **STEEL**

- The deterioration observed on the structural steel is the most concerning portion of the assessment. As mentioned above, corrosion of steel is a result of water intrusion and is exacerbated by deteriorated and unrepaired masonry, in addition to a lack of flashing / moisture management. The rust jacking from the corrosion process often results in deflection of the steel lintels, compromising the structural integrity of the lintels. The loss of the connections between the structural steel members indicates the potential for framing members to break free, and partially collapse. The collapse could also potentially cause the supported concrete floor slab construction to fail as well, thus creating an overloading condition on floors below. There exists a potential for a progressive collapse of localized sections of the building.

## **CAST STONE**

- Cracks in the cast stone units appear to be a result of corroded steel anchors that fasten the units to the back-up structure, as well as pressure exerted from displacement of surrounding masonry. Moisture enters the façade through the deteriorated cast stone mortar joints and interacts with the steel anchors, causing them to corrode. When steel corrodes, it expands, placing stresses on the adjoining masonry, causing it to crack. These newly formed openings in the masonry provide a direct avenue for water to infiltrate the façade, exacerbating the deterioration of the embedded steel.
- Deteriorated mortar joints are consistent with the age of the mortar and its prolonged exposure to the environment and freeze/thaw cycles.

## **SEALANT**

- Sealant deteriorates as a result of age and environmental exposure. Sealants used for exterior applications with prolonged exposure to UV are more susceptible to degrade and often have a service life between 7-10 years. The alligator cracking of the sealant is an indicator that the sealant has surpassed its service life.



## MISCELLANEOUS

- The missing capping may have been due to anchor failure or potential damage from someone working at the roof. The missing capping is exposing the brick masonry below which will lead to water intrusion. When water gets into the wall system, it will corrode the embedded steel as well as damage the masonry through freeze/thaw cycling.

### CITY OF PHILADELPHIA CLASSIFICATION

The City of Philadelphia Property Maintenance Code “PM 315 Periodic Inspection of Exterior Walls and Appurtenances of Buildings” defines the following:

“*Safe*”: A condition of a building wall, any appurtenances thereto that exhibits neither an Unsafe nor a condition that is Safe with Repair and Maintenance Program at the time of inspection.

“*Safe with a Repair and Maintenance Program*”: A condition of a building wall, any appurtenances thereto or any part thereof that the Professional does not consider Unsafe at the time of inspection, but requires repairs or maintenance within a time period designated by the Professional in order to prevent its deterioration into an Unsafe condition.

“*Unsafe*”: A condition of a building wall, any appurtenances thereto or part thereof that has no reliable means of structural support and that is dangerous to persons or property and requires prompt remedial action.

Based on the observations made during our investigation, it is our opinion that the facade is “*Unsafe*” as defined by the City of Philadelphia Ordinance PM 315.



## RECOMMENDATIONS FOR REPAIR AND MAINTENANCE

It is our recommendation that the existing building be closed due to the UNSAFE conditions observed. This was relayed to the Owner's representative prior to leaving the site. There is a possibility that sections of the building could partially collapse, and that multiple locations of the façade could break free. Currently, fencing is installed at the perimeter of the building. The corrosion levels and loss of connections between structural framing members is significant. It is anticipated that the other buried framing connections throughout the building along the exterior walls are in a similar degree of degradation due to the extensive bulging and lateral displacement of the masonry, and the high levels of corrosion and section loss observed in the steel framing that is visible (lintels).

A repair program would need to consist of removal of the façade components to expose the underlying steel for restoration. It would also consist of the following:

- Replacement of select heavily deteriorated structural steel members that exhibit significant section loss. All connections should be replaced as well. At a minimum, it should be anticipated that all shelf angles at all floor lines, including the connections to the floor beams, would need to be replaced. Install new flashing and weeps.
- Scrape, prime, and paint all salvageable steel members with a corrosion inhibiting paint system.
- Remove and replace all lintels with new galvanized or stainless steel lintels. Install new flashing with weeps.
- Replace the façade. Alternate materials in lieu of brick and cast stone could be considered but would require a design professional to design in accordance with governing codes.

At the writing of this report, we have notified the City of Philadelphia License & Inspection Unit as to these findings in a summary email per the Façade Ordinance. We also relayed this information to the Owner's representative on site.

We were commissioned by Premier Building Restoration, Inc. to make a **limited, visual, non-invasive observation** of **only** the building façades. This report is based upon clearly visible, open and unobstructed building components of the premises on the date of observation. No opinion is rendered with regard to these components or portions of the referenced elements that are concealed or building elements not referenced in this report. This limited observation does not guarantee the integrity of the referenced components, nor the total premises under its current use nor any proposed alterations. If a thorough exploratory or invasive review of any component is desired, we will provide a fee upon your request for your consideration and approval to provide such service.

Please call if you have any questions.

O'Donnell & Naccarato, Inc.

Nicholas J. Colameco, PE  
Project Manager

Matthew Mowrer, PE  
Associate



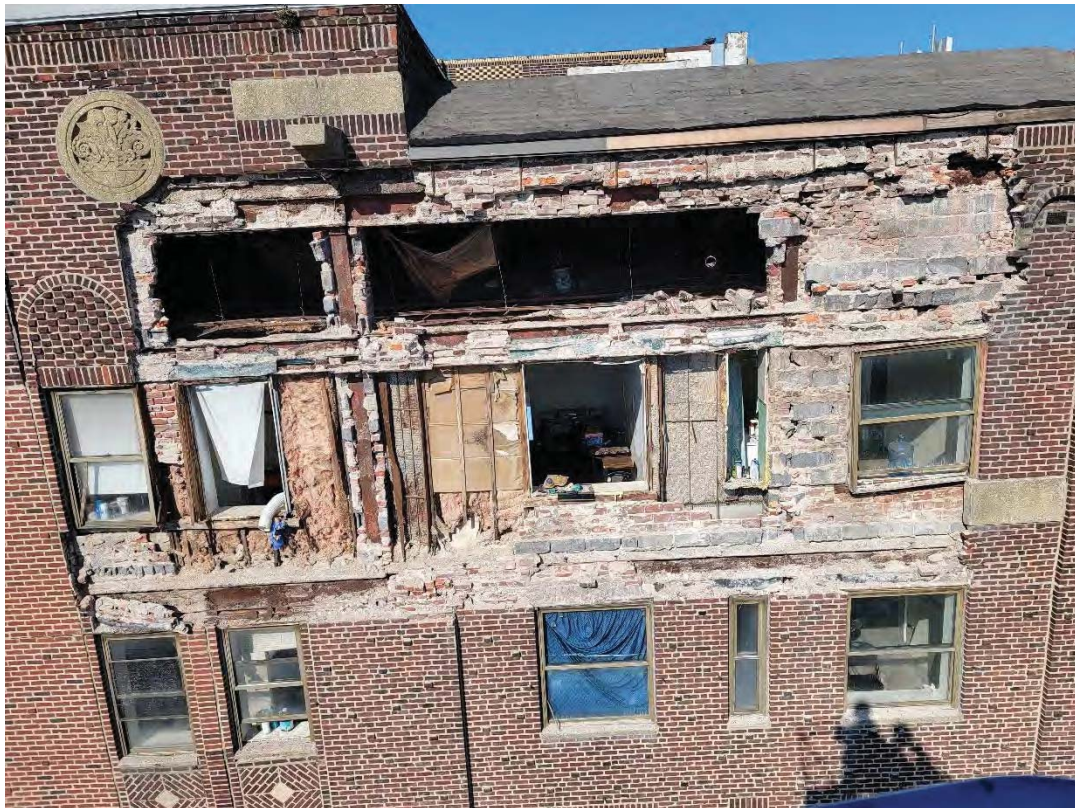
Attachments: Photographs 1-30  
Existing Structural Classification Definitions  
Field Survey Sketches FS-1 through FS-4

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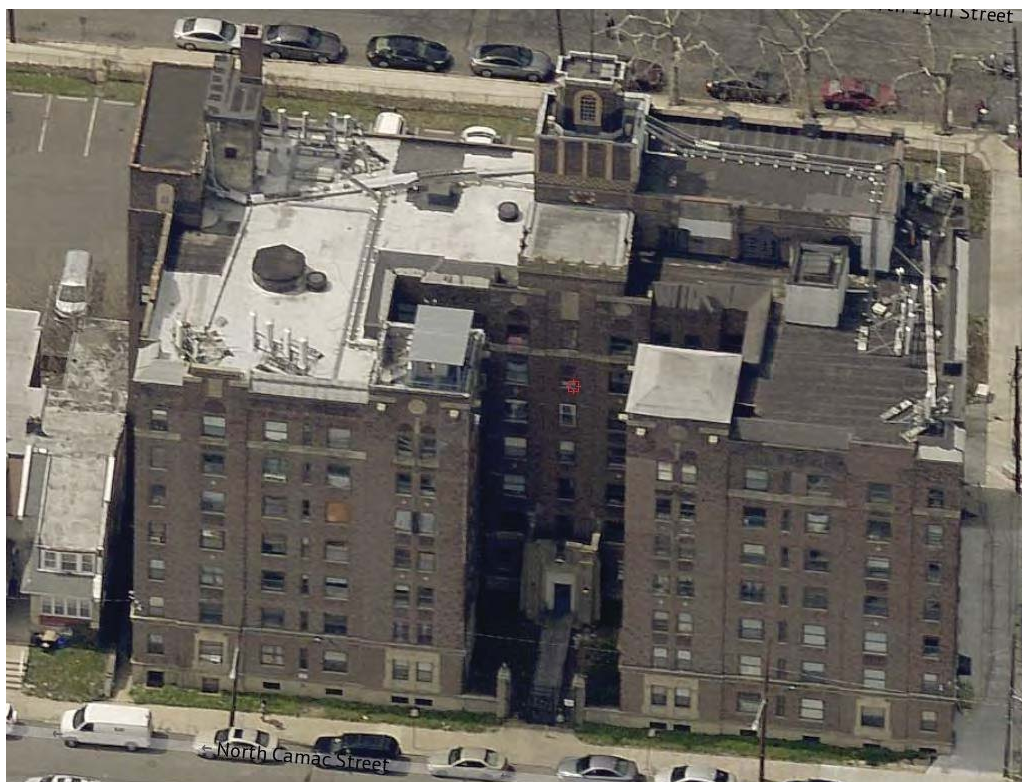
# PHOTOGRAPHS



*Photograph 1 – Site plan of 1220 Lindley Avenue.*



*Photograph 2 - Partial wall collapse at the east elevation.*



Photograph 3 - Overall East elevation with main entrance.



Photograph 4 - North elevation.



*Photograph 5 - West elevation.*



*Photograph 6 - South elevation.*





*Photograph 7 - Steel framing with concrete slab.*



*Photograph 8 - Facade construction.*



*Photograph 9 - Rooftop structures with roofing membrane.*



*Photograph 10 - Cracked brick.*



*Photograph 11 - Cracked brick.*



*Photograph 12 - Cracked brick at the floor line.*



*Photograph 13 - Cracked brick below lintel.*



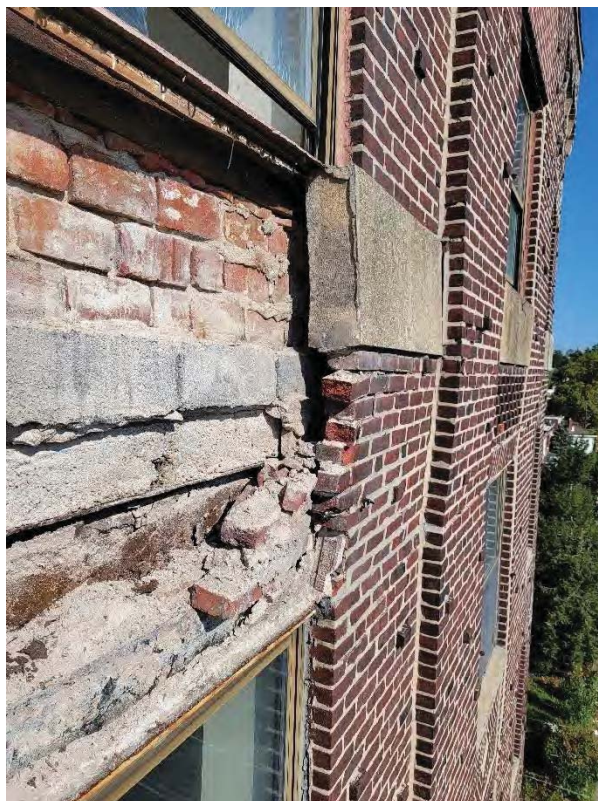
*Photograph 14 - Bulging in walls.*



*Photograph 15 - Lateral displacement at fire escape.*



*Photograph 16 - Bulging wall at top level floor line.*



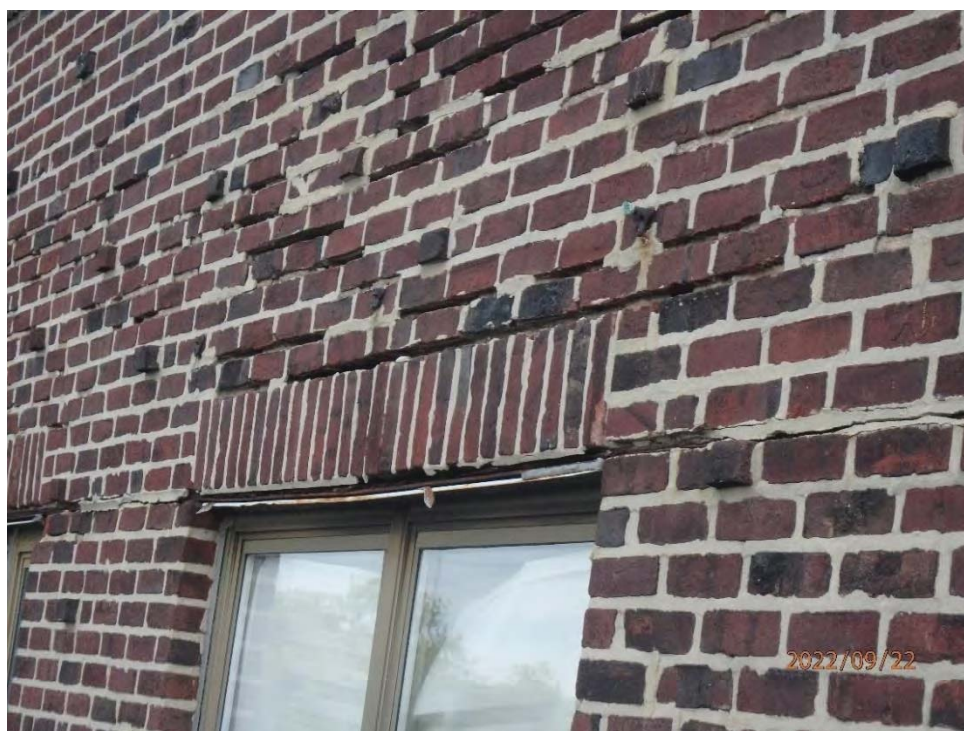
*Photograph 17 - Bulging wall at floor line.*



*Photograph 18 - Bulge in wall at corner.*



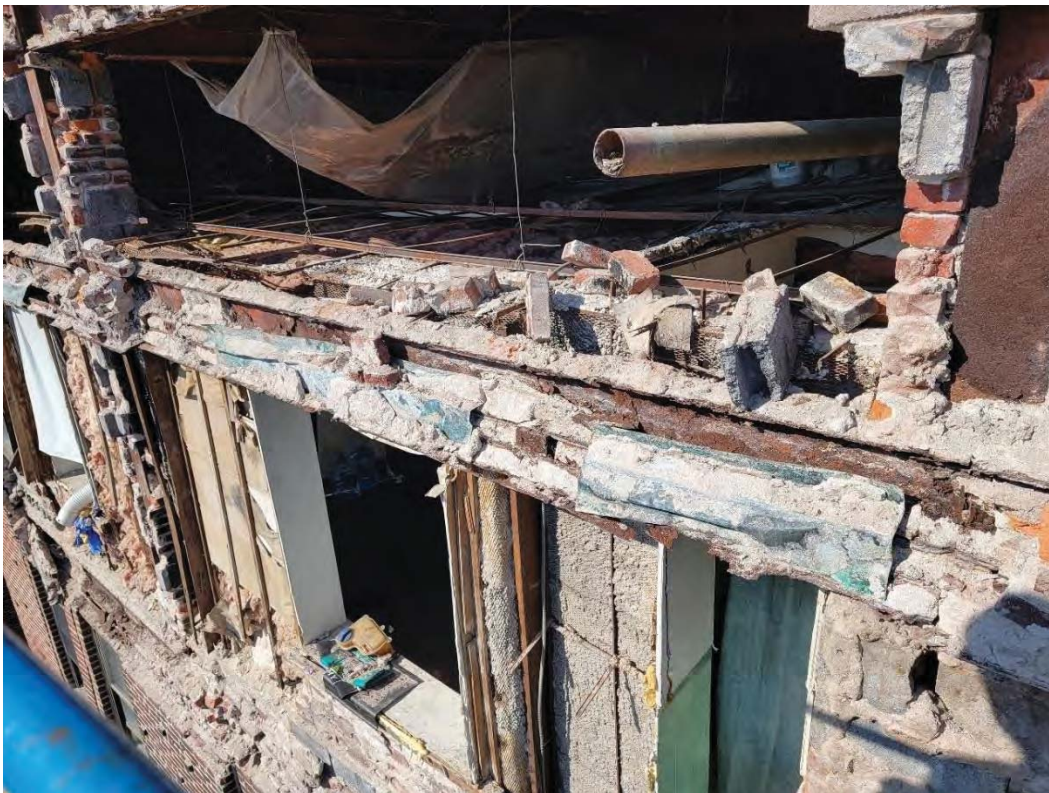
*Photograph 19 - Large bulge and lateral displacement below failed area.*



*Photograph 20 - Missing and failed mortar joints.*

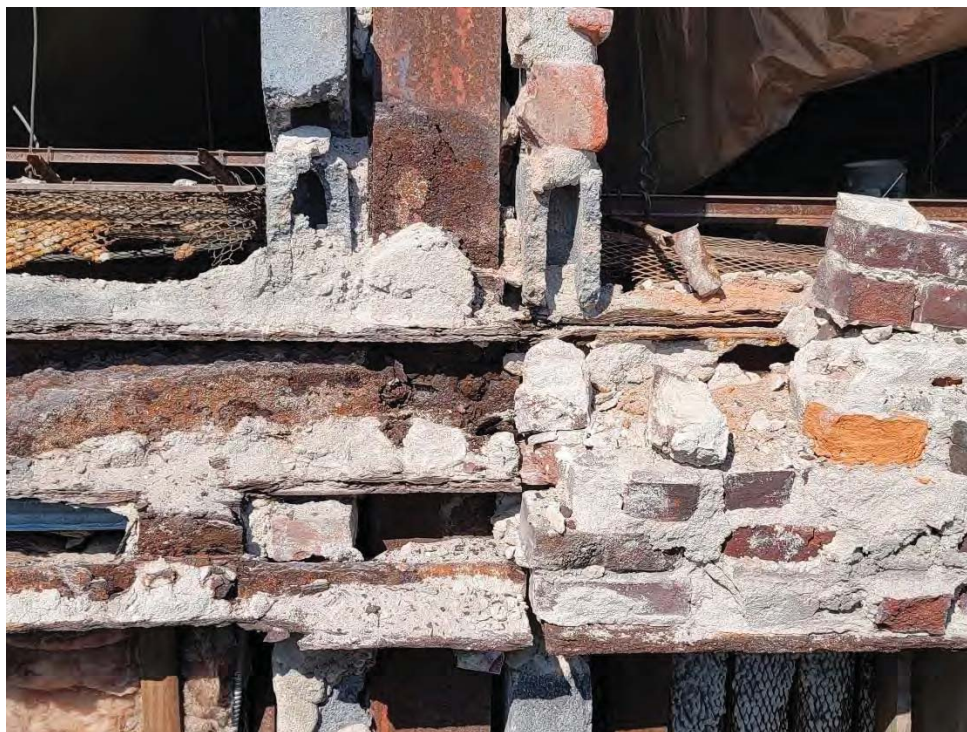


*Photograph 21 - Heavily corroded steel beam.*



*Photograph 22 - Heavily corroded steel beam and relief angle.*





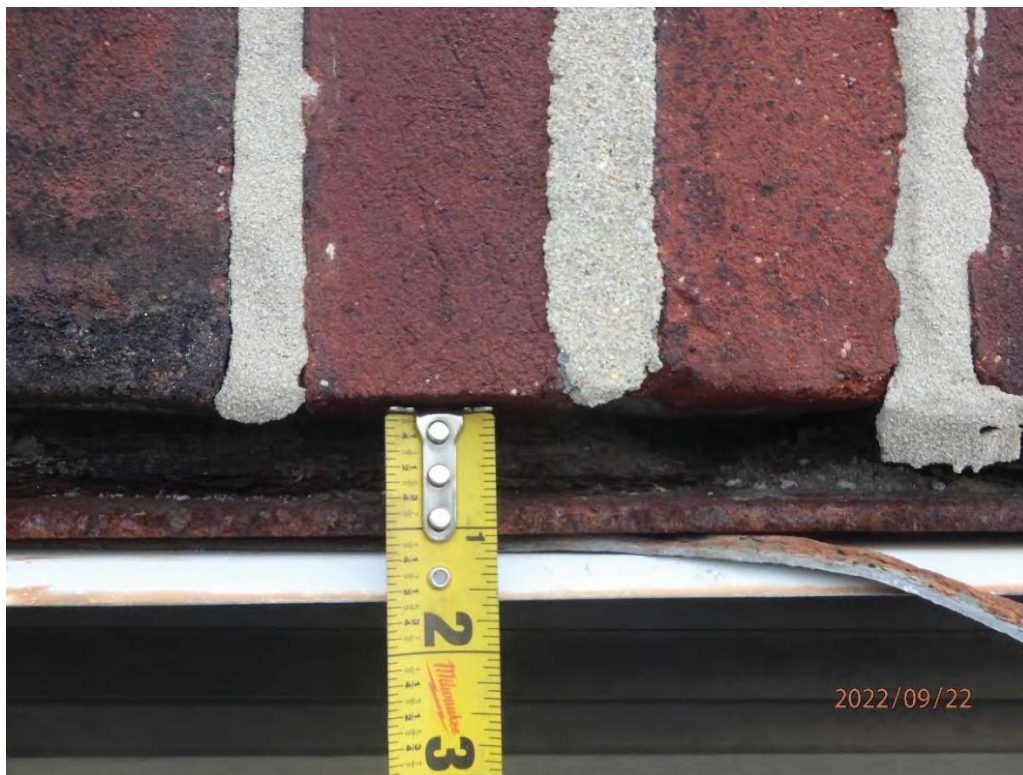
*Photograph 23 - Heavily corroded connection.*



*Photograph 24 - Moderate column corrosion.*



*Photograph 25 - Heavily corroded steel lintel with section loss.*



*Photograph 26 - Deflected steel lintel due to built up corrosion.*



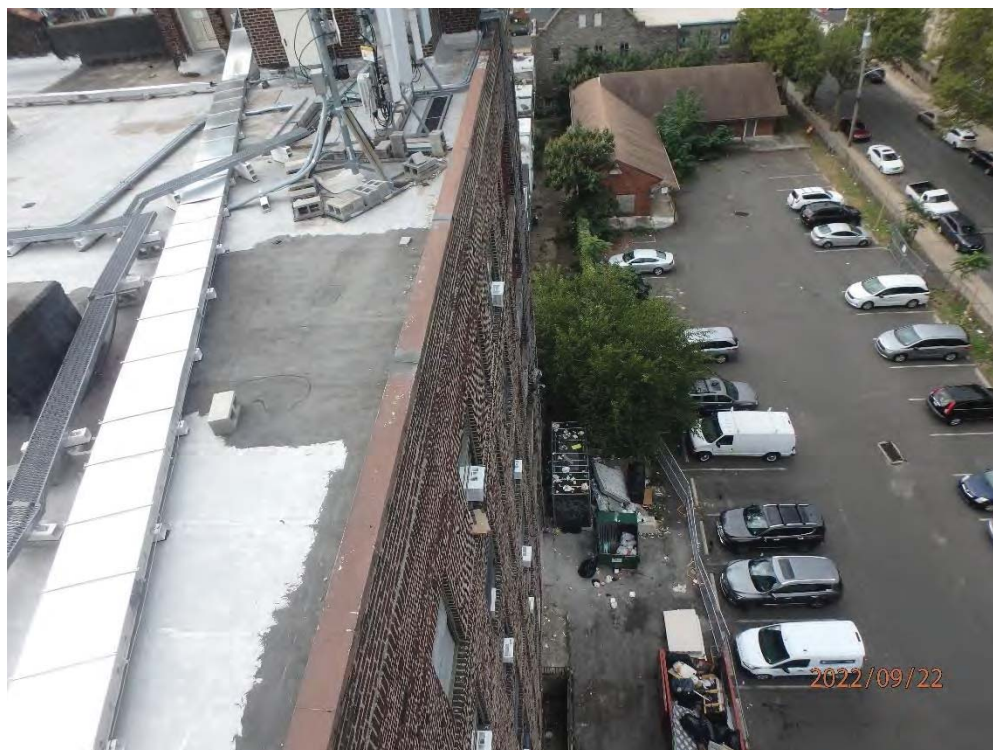
*Photograph 27 - Cracked cast stone at parapet.*



*Photograph 28 - Open joints in cast stone.*



*Photograph 29 - Failed window perimeter sealant and at lintel.*



*Photograph 30 - Missing metal coping.*

## EXISTING STRUCTURAL CONDITION CLASSIFICATION DEFINITIONS

Classification	Definition
<i>Excellent</i>	<p><i>The structural elements satisfy all of the following criteria:</i></p> <ul style="list-style-type: none"> <li>• No evident physical deficiencies, damage or deterioration.</li> <li>• All elements appear within their expected useful life and are capable of continued service and function as originally intended.</li> <li>• No significant cracking, spalls, displacement, or deflections are apparent.</li> <li>• No repairs appear to be required.</li> <li>• Only periodic maintenance appears to be required.</li> </ul>
<i>Good</i>	<p><i>The structural elements satisfy the following criteria:</i></p> <ul style="list-style-type: none"> <li>• Only minimal damage or deterioration is evident.</li> <li>• Some elements may be at the end of their expected useful life but are still capable of continued service and function.</li> <li>• Minor cracking, spalls or deflection may be apparent.</li> <li>• No displacement is apparent.</li> <li>• Does not appear to require immediate repairs.</li> <li>• Some repairs could be implemented to extend the expected useful life of specific Components.</li> <li>• Some maintenance appears to be currently required.</li> </ul>
<i>Fair</i>	<p><i>The structural elements exhibit the following criteria:</i></p> <ul style="list-style-type: none"> <li>• The structural system as a whole is in working condition.</li> <li>• Some physical deficiencies, damage or deterioration are easily visible.</li> <li>• Most elements appear at the end of their expected useful life but are still capable of continued service and function.</li> <li>• Some elements are beyond their expected useful life.</li> <li>• Moderate cracking, spalls, deflection or displacement are apparent.</li> <li>• Immediate short-term repairs are required to extend the expected useful life of specific components.</li> <li>• Significant maintenance is currently required.</li> </ul>
<i>Poor</i>	<p><i>The structural elements exhibit the following criteria:</i></p> <ul style="list-style-type: none"> <li>• Significant/large portions of the structural system are not in working condition.</li> <li>• Major physical deficiencies, damage or deterioration is easily visible and widespread throughout the structure</li> <li>• Most elements appear beyond their expected useful life.</li> <li>• Continued service and function of elements has been compromised.</li> <li>• Severe cracking, spalls, deflection or displacement are easily visible.</li> <li>• Numerous immediate and major short-term repairs, reinforcement or reconstruction are required to restore serviceability of components.</li> <li>• Significant maintenance is currently required.</li> <li>• A long-term repair and maintenance schedule should also be implemented.</li> </ul>
<i>Extremely Poor</i>	<p><i>The structural elements exhibit the following criteria:</i></p> <ul style="list-style-type: none"> <li>• The structure is unsafe with potential collapse of portions of the structure imminent.</li> <li>• Temporary make-safe plans must be immediately implemented.</li> <li>• The structural system is not in working condition with major physical deficiencies, damage, deterioration easily visible throughout the structure.</li> <li>• The structure as a whole is beyond its expected useful life.</li> <li>• Severe cracking, spalls, deflection, displacement and structural distress are easily visible.</li> <li>• The structure requires extensive immediate repairs, reinforcements or reconstructions that are of impractical scope.</li> </ul>






STEEL SHELF ANGLE IS VISIBLE WITH CORROSION

SOUTH ELEVATION

KEY PLAN	
SYMBOL	DESCRIPTION
	DETERIORATED MORTAR JOINTS
	DETERIORATED BRICK
	BRICK CRACK
	CORRODED STEEL LINTEL
	CAST STONE CRACK
	STAINING

<b>LINDLEY TOWER APARTMENTS</b>		Ref. Dwg.
 <p>O'DONNELL &amp; NACCARATO STRUCTURAL ENGINEERS 701 MARKET STREET SUITE 6000 PHILADELPHIA, PENNSYLVANIA 19106-2524 TELEPHONE: (215) 925-3788</p>	Date: 9/23/2022	Drawn By: MM2
	Scale: N.T.S	Checked By: NJC
	Project No. 4020.0009.00	Dwg. No.: FS-2


Case ID: 220901896

Case ID: 230701198



KEY PLAN	
SYMBOL	DESCRIPTION
	DETERIORATED MORTAR JOINTS
	DETERIORATED BRICK
	BRICK CRACK
	CORRODED STEEL LINTEL
	CAST STONE CRACK
	STAINING

WEST ELEVATION

<b>LINDLEY TOWER APARTMENTS</b>		Ref. Dwg.
 <p>O'DONNELL &amp; NACCARATO STRUCTURAL ENGINEERS 701 MARKET STREET SUITE 8000 PHILADELPHIA, PENNSYLVANIA 19106-2524 TELEPHONE: (215) 925-3788</p>	Date: 9/23/2022	Drawn By: MM2
	Scale: N.T.S	Checked By: NJC
	Project No. 4020.0009.00	Dwg. No.: FS-3

Case ID: 220901896





KEY PLAN	
SYMBOL	DESCRIPTION
	DETERIORATED MORTAR JOINTS
	DETERIORATED BRICK
	BRICK CRACK
	CORRODED STEEL LINTEL
	CAST STONE CRACK
	STAINING

NORTH ELEVATION

<b>LINDLEY TOWER APARTMENTS</b>		Ref. Dwg.
<p>O'DONNELL &amp; NACCARATO STRUCTURAL ENGINEERS 701 MARKET STREET SUITE 6000 PHILADELPHIA, PENNSYLVANIA 19106-2524 TELEPHONE: (215) 925-3788</p>	Date: 9/23/2022	Drawn By: MM2
	Scale: N.T.S	Checked By: NJC
	Project No. 4020.0009.00	Dwg. No.: FS-4

Case ID: 220901896

Case ID: 230701198

# EXHIBIT H



# Property History

Permits, licenses, violations & appeals by address

**3202 RENTAL**

**Inactive**

**LICENSE NUMBER: 616782**

**L&I District: EAST**

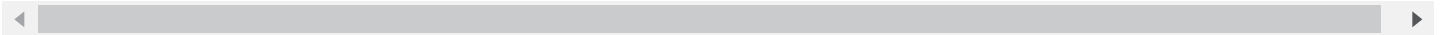
**OPA Account #: 881150650**

1220 LINDLEY AVE

# 2

Philadelphia, PA 19141-3534

<b>License number</b>	616782
<b>License type</b>	3202 Rental (106 Units)
<b>Rental category</b>	Not Available
<b>Status</b>	Inactive
<b>Date issued</b>	Jan. 31, 2014
<b>Inactive date</b>	Apr. 28, 2021
<b>Business mailing address</b>	LINDLEY TOWER REALTY CO LP 1220 LINDLEY AVE Philadelphia, PA 19141 USA
<b>Owner contact address</b>	
<b>Owner contact address 2</b>	
<b>Contact type</b>	Company



# EXHIBIT I



# Property History

**3202 RENTAL**

**Inactive**

**LICENSE NUMBER: 585442**

**L&I District: NORTH**

**OPA Account #: 881046240**

7200 CRESHEIM RD

# 1A

Philadelphia, PA 19119-2457

<b>License number</b>	585442
<b>License type</b>	3202 Rental (25 Units)
<b>Status</b>	Inactive
<b>Date issued</b>	Feb. 26, 2013
<b>Inactive date</b>	Apr. 28, 2022
<b>Contact</b>	CRESHEIM VALLEY REALTY CO LP
<b>Contact address</b>	702 NORTH MARSHALL STREET Philadelphia, PA 19123 USA
<b>Contact type</b>	Company



# EXHIBIT J

FOR ADMIN USE ONLY *1/10/07*

Philadelphia Department of Public Health

### Certification of Lead SAFE Status



By signing this certificate I confirm that I have done a visual inspection and taken dust wipe samples of the dwelling listed below, and state that it does not have visible deteriorated paint and that interior dust wipe samples were collected in compliance with EPA regulations, were tested, and were found to not contain lead contaminated dust in excess of EPA dust lead standards. This certificate is valid for 24 months from date of validation.

Street Name \_\_\_\_\_ Apt. \_\_\_\_\_, Phila. PA 191 \_\_\_\_\_  
# or Floor \_\_\_\_\_ Zip \_\_\_\_\_

Certifying Company or Individual (print) \_\_\_\_\_ PA Lic. # or EPA LDS Tech Certificate Number \_\_\_\_\_

Inspector / Risk Assessor / Name (SIGNATURE) \_\_\_\_\_ Date of Verification \_\_\_\_\_

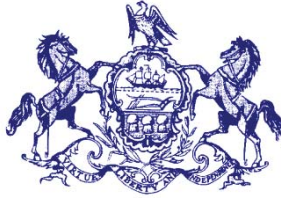
#### ACKNOWLEDGEMENT BY TENANT/LESSEE

"I, \_\_\_\_\_, hereby acknowledge receipt of this Lead Safe  
Tenant/Lessee's Signature  
Certification of this dwelling unit on \_\_\_\_\_."  
Date of Signing

Pursuant to Philadelphia Code Title 6, Chapter 6-800, SS 6-803(3)(c) the Landlord/Agent of the above property must give a copy of this certificate to the Tenant / Lessee and send a copy of the tenant-signed certificate, along with a copy of the dust wipe sample test results for this dwelling to the Department of Public Health, LEAD SAFE CERTIFICATION, C/O Department of Public Health, 2100 W Girard Ave., PNH Bldg #3, Philadelphia PA 19130; or fax to 215-685-2978; or scan and email to [lead.cert@phila.gov](mailto:lead.cert@phila.gov). If you have any questions call 215-685-2788.

# EXHIBIT K





COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY  
ACTING ATTORNEY GENERAL

January 19, 2023

Pennsylvania Office of Attorney General  
Bureau of Consumer Protection  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, Pennsylvania 17120  
Telephone: (717) 787-9707

**BY ELECTRONIC MAIL TO: [MYANOFF@GOLDSTEINLP.COM](mailto:MYANOFF@GOLDSTEINLP.COM)**

Michael Yanoff, Esquire

**Re: SBG Management Services, Inc. - Assessment of Legal Expenses and Late Fees**

Dear Mr. Yanoff:

It has come to my attention that some of the tenants in the buildings managed by your client, SBG Management Services, Inc. ("SBG") have been assessed legal expenses in the amount of \$5,000.00, and management has told such tenants that this expense was assessed if a tenant filed a complaint with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection ("Bureau"), or if a tenant spoke with members of the Bureau regarding the SBG buildings.

Please note, and I am sure you would agree, that such retaliation and intimidation for bringing matters to the attention of law enforcement is against public policy, can be harmful to public safety and health, and will not be tolerated.

**Please confirm in writing that all such charges/ assessments will be removed from each tenant's balance immediately.**

Also, we have learned that tenants have been assessed a late fee for each month that rent has placed into escrow. Please ensure that those fees are removed from those tenants' balances.

Thank you and your client for your attention to these matters. I appreciate your anticipated cooperation.

Very truly yours,

/s/ Sarah A. E. Frasch  
SARAH A. E. FRASCH  
Chief Deputy Attorney General  
Director, Bureau of Consumer Protection

Case ID: 230701198