

IN THE COMMON PLEAS COURT FOR
FAYETTE COUNTY

COMMONWEALTH OF PENNSYLVANIA,
By ATTORNEY GENERAL
MICHELLE A. HENRY,

Plaintiff,

v.

JOSEPH F. JOHN AND JOSEPH F. JOHN II,

Defendants.

CIVIL DIVISION --
EQUITY

NO. 1827 of 2023 (61)

2023 SEP 13 AM 8:02

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry ("Commonwealth") and brings this action against Joseph F. John ("John") and Joseph F. John II ("John II") (together "Defendants"), alleging the following:

INTRODUCTION

1. Defendants engage in trade or commerce within the Commonwealth of Pennsylvania by together owning approximately 50 homes in Fayette and Greene counties that they deceptively, unfairly and unlawfully lease and/or "rent to own" to low-income consumers who have limited options due to bad credit, low income, or both.

2. These properties were largely acquired via public tax sales. They are abandoned and/or in very poor condition. These properties frequently lack basic requirements, such as windows, doors, sealed roofs, flooring, operational HVAC systems, and more.

3. Defendant John has solicited consumers to enter into unlawful "rent to own" contracts captioned as "Lease with Option to Purchase" ("Rent to Own") for homes owned by

Defendant John in Greene and Fayette counties and has entered into and implemented such contracts for at least the past 10 years.

4. Both Defendants have solicited consumers to enter into leases for homes owned by Defendants that do not involve an option to purchase (“Ordinary Leases”) and have entered into and implemented such Ordinary Leases for at least the past 10 years.

5. In implementing both the Rent to Own contracts and the Ordinary Leases, Defendants made it difficult for consumers to pay monthly amounts owed under the agreements because Defendants required that rent be paid only in cash and only at Defendant John’s personal residence, forcing tenants to drive significant distances in the rural community to pay their rent in the hopes of catching Defendant John at home.

6. In addition, Defendant John frequently intimidates tenants who arrive at his house to pay contractual obligations with guns, as described in greater detail below.

7. In connection with both the Ordinary Leases and Rent to Own contracts, Defendant John has violated applicable law by making inappropriate and unlawful sexual advances and remarks to female consumers, also as explained in greater detail below.

8. The interest rate set forth in the Rent to Own contracts (12% per annum) violates the Loan Interest and Protection Law, 41 P.S. § 101 *et seq.* (the “*Loan Interest and Protection Law*”), and the practices utilized by Defendant John in connection with the creation and management of such contracts violate the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (“*Consumer Protection Law*”).

9. The implementation of Ordinary Leases is unlawful because, among other things, Defendants require tenants to make repairs to render the leased homes habitable.

10. The Ordinary Leases are also unlawful because Defendants charge unreasonable and unconscionable late fees, and wrongly retain security deposits and tenant personal property, in violation of Pennsylvania's Landlord-Tenant Act, 68 P.S. § 250.101-250.60 (the "*Landlord Tenant Law*") and the *Consumer Protection Law*.

11. Defendants have also violated the *Consumer Protection Law* by virtue of violation of the Installment Land Contract Law, 68 P.S. § 901 et seq. (the "*Installment Land Contract Law*"), and the Real Estate Seller Disclosure Law, 68 Pa. C.S. §§ 7301-7314 (the "*Real Estate Seller Disclosure Law*"), as set forth in greater detail below.

12. The Commonwealth brings this action to obtain permanent injunctive relief, civil penalties, restitution, and other equitable relief for Defendants' unlawful acts and practices.

13. This case is filed by the Commonwealth to protect its citizens and enforce the Pennsylvania consumer protection laws. An action brought by the Attorney General under the *Consumer Protection Law* and the *Loan Interest and Protection Law* is done in the name of the Commonwealth and in the public interest in order to enjoin unlawful behavior and to recover, among other things, restitution for affected consumers and civil penalties. 73 P.S. § 201-4.

JURISDICTION AND VENUE

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

15. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a)(1).

PARTIES

16. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222; and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

17. Defendant Joseph F. John is an individual residing at 104 Hunting Hills Road, Greensboro, PA 15338.

18. Defendant Joseph F. John II is an individual who resides in a separate building on a subdivided parcel adjacent to 104 Hunting Hills Road, Greensboro, PA 15338, which has an address of 116 Hunting Hills Road, Greensboro PA.

19. Defendants have operated in concert while engaging in the deceptive, unfair, and unlawful acts and practices and other violations of law alleged below. Because Defendants have operated in concert, each of them is jointly and severally liable for the acts and practices alleged below.

20. The acts and practices of Defendants described in this Complaint are willful.

21. Citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined.

DEFENDANTS' UNLAWFUL BUSINESS PRACTICES

22. Beginning in at least 2011, Defendants have offered for lease (pursuant to Ordinary Leases) and purchase (pursuant to Rent to Own contracts) houses in Fayette and Greene Counties, among other locations. Homes offered to consumers in each case are dilapidated, often uninhabitable buildings, with broken windows and doors, leaky roofs, and non-working heating and plumbing, among other problems.

23. The homes offered by Defendants are typically acquired by Defendants in tax sales conducted by Tax Claim Bureaus or taxing authorities in Greene and Fayette counties.

24. Within the past several months, Defendant John has conveyed at least four of the approximately 50 homes in Greene and Fayette County (some or all subject to Ordinary Lease contracts) that he owns to John II.

25. Defendants use primarily two different forms of contracts to accomplish the transactions: one form (attached at Exhibit A) for Ordinary Leases and one form (attached at Exhibit B) for Rent to Own contracts. Exhibit A contains two samples of the Ordinary Lease, one with John as the landlord, and the other with John II as the landlord.

Practices Common to Both Types of Transactions

26. Certain methodologies utilized by Defendants were the same for both Rent to Own and Ordinary Leases.

27. Defendants' Ordinary Leases and Rent to Own contracts require all payments in cash. See Exhibit A at ¶ 3A and Exhibit B at pg. 3.

28. Ordinary Lease agreements of both Defendant John and Defendant John II, as well as Rent to Own contracts, require that such cash payments be made at the residence of Defendant John, at 104 Hunting Hills Road, Greensboro PA. See Exhibit A at ¶ 3A and Exhibit B at pg. 3. Consumers describe how sometimes they go to the residence to pay but have to wait until Defendant John arrives home to make a payment or must drive back again if he is not home. Some consumers are told to slide the cash under the garage door, but some are uncomfortable doing that because they want a receipt for the required cash payment. Consumers who manage to connect when Defendant John is home are usually given a receipt (if requested), in handwriting scrawled on a scrap of paper.

Intimidation with Guns

29. Consumers who arrive at the home to pay describe almost always seeing a gun on prominent display in an intimidating fashion. One consumer described seeing Joseph John pick up the weapon and load it while talking to her. Another said, "the pistol was always on the table" and another described a discussion about whether or not a payment was made late "with a

gun on the table between us.”

Unlawful Late Fees

30. Both the Ordinary Lease and the Rent to Own contracts include a provision that states “Late payments shall be charged a late fee of \$25.00 for the first day and \$5.00 for each and every day thereafter.” See Exhibit A at ¶ 3B and Exhibit B at pg. 1. This late fee amounts to \$175 per month.

31. For example, one consumer was late making a \$300 monthly payment under a Rent to Own contract because the date for payment of his SSDI benefits changed. Defendant John refused to adjust his payment date and instead charged the consumer hundreds of dollars of additional late penalties on the theory that every payment was several weeks late.

32. In another instance, Defendant John sued two consumers who rented a home located in Masontown, Pennsylvania 15338 for unpaid rent and late fees. In his complaint, Defendant John requested late fees of \$175 per month when rent was not paid. In total, Defendant John claimed that he was owed \$1,545 in late fees over eleven (11) months. See Complaint attached hereto as Exhibit C at ¶4.

33. In a similar example, a consumer renting a home located in Greensboro, PA owned by John II entered into a lease with John II in November, 2015. Defendant John II filed a complaint against such consumer in Greene County in 2016, alleging that four months of rent at \$500 per month were unpaid, and in addition demanded \$700 in late fees at \$175 per month. See Complaint attached hereto as Exhibit D.

34. A late fee of \$175 per month bears no reasonable relation to losses or damages suffered by Defendants as a result of a late payment. Thus, Defendants’ documentation and enforcement of the late fee provisions in the Rent to Own and Ordinary Lease agreements is

unlawful, constitutes an illegal penalty, and deceptive and unfair conduct that violates the *Consumer Protection Law*.

Sexual Harassment and Intimidation

35. As described above in paragraph 28, the Ordinary Lease agreements and Rent to Own agreements require tenants and Rent to Own contract holders to make monthly payments at the residence of Joseph John, at 104 Hunting Hills Road, Greensboro PA. See Exhibit A at ¶ 3A and Exhibit B at pg. 3.

36. When female consumers arrive at Defendants' residence, they frequently are received by Defendant John in his underwear, or shirtless, or both.

37. On many occasions, women who arrive at Defendant John's residence to pay are subjected to stories about Defendant John's sexual exploits, comments about their bodies, unwanted touching, and suggestions that monthly payments could be paid through sexual favors.

38. On occasion, notwithstanding that rent is to be paid at Defendants' home, Defendant has entered female tenants' homes, unexpected and uninvited, to collect the rent or "check on things."

39. On these occasions on which Defendant John has entered the homes of female tenants unannounced and uninvited, he has caused tenants discomfort, talking about sex acts, and making other lewd and suggestive comments.

40. Another female consumer was told "If you were a single mother, we could have handled rent in other ways." This consumer also reported seeing both Defendants sneaking around the house and looking into her windows.

Practices Common to Ordinary Lease Transactions

41. The form of Ordinary Lease most typically utilized by Defendants is attached hereto at Exhibit A.

Failure to Maintain Habitability

42. Paragraph 11(a) of the Ordinary Lease attached at Exhibit A requires Defendant landlords to "Keep the property in good repair and good working order."

43. In many instances, Defendants do not keep the property "in good repair and good working order," in violation of the written Ordinary Lease agreements and the *Landlord Tenant Law*, and in fact Defendants frequently refuse to maintain the properties that they rent in a habitable condition. Examples of this failure to maintain the rented homes in habitable condition include:

- a. Refusing to replace a non-functioning furnace, and instead instructing the tenant to obtain a furnace through the state-operated weatherization program.
- b. A family member of a tenant fell through the floor of the house rented from Defendants and the tenant repaired the floor themselves because Defendants did not.
- c. A window blew out in one rental home and the consumer was told by Defendants to buy Plexiglas to put in the hole using their own funds; Defendants refused to replace it.
- d. One tenant in a property subject to an Ordinary Lease had to replace a subfloor, and paint and drywall, to make a home habitable before moving into the property.
- e. A tenant of Defendants in an Ordinary Lease fixed a toilet and repaired a water line because Defendants would not.
- f. Another consumer was required to repeatedly snake out a sewer line in order to utilize the facilities in their rented home.
- g. Rather than provide adequate customary sewer systems, Defendants frequently write into Ordinary Lease agreements an additional provision that "Nothing to be

placed in septic system except human waste urine and defecation [SIC] only. No toilet paper . . .”

- h. On another occasion, tenants were told by Defendants that the furnace did not work and Defendants would not repair or replace it (the consumers used space heaters that they purchased themselves instead); such consumers also realized after moving in that the carpet had been ruined by cat urine, smelling terrible and unsanitary, so such consumers had to remove and replace most of the carpeting in the rental home at their own expense, and clean and scrub all of the hard wood flooring to resolve the odor; such consumers also painted the entire interior, all at their own expense.

Failure to Return Security Deposit

44. Defendants additionally have a practice of refusing to return security deposits, with no explanation of why the security deposit is being retained. Multiple consumers have complained that their security deposit was not returned at the end of the lease term, and no explanation given. In fact, the Commonwealth is aware of no instance in which a security deposit was returned.

45. While Defendants retain tenants' security deposits as a routine practice, to the knowledge of the Commonwealth, they do not provide the notices required by Section 250.512(a) of the *Landlord Tenant Law* in connection with such retention of security deposits.

46. Section 250.512(a) of the *Landlord Tenant Law* states, “Every landlord shall within thirty days of termination of a lease or upon surrender and acceptance of leaseholder premises, whichever occurs first, provide the tenant with a written list of damages that have occurred to the leasehold premises for which the landlord claims that the tenant is liable.” 68 P.S. § 250.512(a).

47. Delivery of this written list must also include the return of the difference between the security deposit and the cost of damages, if any. *Id.*

48. Defendant John has not provided his previous tenants with a written list of damages to the leasehold premises warranting a right to withhold their security deposit.

49. Any landlord who fails to provide a written list to their tenants within thirty days forfeits all rights to withhold any portion of sums held as a security deposit, including any unpaid interest, or to bring suit against the tenant for damages to the premises. 68 P.S. § 250.512(b).

50. Despite not providing such written list of damages to tenants within thirty days, Defendants have consistently failed to return security deposits to their previous tenants.

51. For example, one consumer was renting a home in Masontown, Pennsylvania pursuant to a lease dated December 2021 with Defendant John. She paid a security deposit in the amount of \$750 when she signed the lease and rent was \$750 a month. In August 2022, this consumer was fully paid up on her rent. Despite this, Defendant sued the consumer for eviction. Defendant never provided any statement of damages and in fact the magistrate ruled that Defendant was entitled to \$0 in damages. However, Defendant never returned the security deposit to the consumer and did not provide the notice as to why the security was not returned as required by Section 250.512(a) of the *Landlord Tenant Law*.

52. By way of another example, a Pennsylvania consumer signed a month-to-month lease for a home in West Virginia in March 2021 with Defendant John. She paid a security deposit in the amount of \$500 when she signed the lease. However, within a week of signing the lease and beginning to move in, the tenant realized that there were many defects to the home and the home was uninhabitable. Defendant John refused to make any repairs to the home, so the tenant notified Defendant John that she would no longer be living in the home because Defendant John had breached the contract by refusing to repair defects. She never fully moved

into the home and never spent a night in the home. Defendant John refused to return the security deposit.

53. Failure by Defendants to pay tenants the difference between the security deposits they paid and any actual damages to the leasehold premises within thirty days entitles tenants to double the amount of the sum minus any actual damages to the leasehold premises. 68 P.S. § 250.512(c).

Failure to Return Personal Property

54. Furthermore, Defendants do not comply with the provision of the *Landlord Tenant Law* governing the return of personal property left in the residence, in violation of the *Landlord Tenant Law* and the *Consumer Protection Law*.

55. Section 250.505(d) of the *Landlord Tenant Law* states, "Prior to removing or disposing of abandoned property, the landlord must provide written notice of the tenant's rights regarding the property. The tenant shall have ten days from the postmark date of the notice to retrieve the property or request that the property be stored for an additional period not exceeding thirty days from the date of the notice." 68 P.S. § 250.505(d).

56. The law further requires the landlord to exercise ordinary care in handling and securing the tenant's property and landlord must make the property reasonably available for the tenant to retrieve. *Id.*

57. Despite this requirement, to the knowledge of the Commonwealth, Defendants routinely failed to send notice to tenants regarding personal property left on the premises.

58. Additionally, Defendants made it extremely hard for tenants to retrieve their personal property from the premises, sometimes refusing to allow the tenants on to the property for such purpose.

59. In one case, a consumer moved into a rental home in October 2021 and had paid rent until December 2021 upfront, along with a security deposit. In January 2022, Defendant John insisted that the consumer was not paying rent, and when she tried to do so, he told her he had already started the eviction process. Caught unaware by the constable arriving to evict her, the consumer only had thirty minutes to gather her personal property, forcing her to leave significant amounts of her and her children's property behind. She contacted legal services for help and was later allowed to retrieve two toddler beds, two cribs, and her children's clothes and her clothes. However, she was not permitted to retrieve the rest of her items, including additional beds, dining room furniture, a gun, a TV, couch, dressers, and kitchen dishes, utensils, and supplies. Additionally, she had just purchased a new washer and dryer that had been installed in the home, which she was not permitted to retrieve after eviction.

60. In another case, one consumer had been living in a home rented from Defendant John for around eight months, at which time the consumer believes that Defendant John took items from the yard, including bicycles, outdoor play equipment and a swimming pool that the consumer had purchased for her children. At the time of these occurrences, the tenant believed that she was current on her rent and no eviction action was pending. The property removed by Defendant John was never returned to the consumer. However, Defendant John filed an eviction against the consumer several days after she accused Defendant John of removing her property, seeking \$3200 in alleged costs and unpaid rent. The Magistrate awarded \$0 to Plaintiff (Defendant John). See MJ-14302-LT-0000076-2022 (Fayette County) attached hereto as Exhibit E.

Rent to Own Transactions

61. Certain consumers living in houses owned by Defendant John are in the houses under "Rent to Own" contracts. These consumers moved into the homes with the expectation of one day owning them, as contemplated by the contracts themselves.

62. The Rent to Own agreements utilized by Defendant John provide for a total purchase price for the home, payable in a fixed payment amount per month. They provide that "The interest rate of 1% per month of the purchase price shall be subtracted from the payment, the remainder to be subtracted from the purchase price." See Exhibit B, Page 1, paragraph entitled "Purchase Price." A 1% per month interest rate is equivalent to a 12% annual interest rate, which is unlawful pursuant to the *Loan Interest and Protection Law*.

63. The Rent to Own agreements require that the purchaser pay "all taxes and assessments levied upon said lot during the term of this agreement and shall provide all money to Lessor prior to the discount period." Exhibit B, Page 4, paragraph entitled "Taxes." Typically, tax bills would never be provided to consumers when received by Defendant John. Instead, Defendant John abruptly announces to a consumer who came to pay rent that taxes (often totaling hundreds or even thousands of dollars) are due and must be immediately paid.

64. The Rent to Own agreements would typically include a date in the future, typically 5-20 years from the date of the Rent to Own agreement, by which the closing was to occur.

65. For example, one Rent to Own agreement provides that "It is further understood and agreed between the parties hereto that at the settlement and closing of this transaction subsequent to the full purchase price being paid as heretofore set forth shall be conducted by

_____ in accordance with the terms hereof.” Exhibit B, Page 5, Section entitled “Time of Closing.”

66. The Pennsylvania *Real Estate Seller Disclosure Law* requires that a seller of residential property provide a signed and dated copy of a property disclosure form, which covers specific topics relating to the condition of the property for a prospective buyer prior to the signing of an agreement of sale.

67. This written disclosure was required prior to entering into Rent to Own contracts with consumers, yet the Commonwealth believes that Defendants did not provide it prior to entering into any Rent to Own contracts. In fact, Defendants have regularly entered into multiple Rent to Own contracts each year for at least the past 12 years, without making disclosures regarding the condition of the home being sold as required by the *Real Estate Seller Disclosure Law*.

68. Defendant John does not provide periodic monthly, quarterly, or annual written statements of any kind to purchasers under Rent to Own agreements. Because such regular monthly, quarterly, or annual statements are not provided, among other things purchasers have no record of interest payments made under Rent to Own agreements, depriving purchasers of tax deductions that would otherwise be available.

69. By failing to provide periodic statements, Defendant John also creates confusion and uncertainty as to how much principal balance is left to be paid under the Rent to Own agreements. The creation of such confusion, deception, and uncertainty as a result of failure in at least two cases to document the Rent to Own contract at all, and failure on many occasions to provide clear payment receipts or annual statements, is a violation of the *Consumer Protection*

Law.

**COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW:
DECEPTION AND HARRASSMENT IN CONNECTION WITH RENT TO OWN
AGREEMENTS AND ORDINARY LEASES
(Defendants John and John II)**

70. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

71. As described above, among other deceptive and unfair behaviors:

- a. Both Defendants harass women who are in “Ordinary Lease” or “Lease to Own” contracts by requiring that payments be delivered to a private residence where they are often received by a partially attired John, and/or subjected to sexual harassment;
- b. Defendant John subjects such women who are in Rent to Own contracts or Ordinary Leases to sexual comments and innuendos, offers to engage in sexual acts, comment about their bodies, and offers of quid pro quo (exchanging sexual favors for lease or contract payments) in Defendant Johns’ home, at the homes subject to Rent to Own contracts or Ordinary Leases, or on the telephone;
- c. Defendant John enters the homes of female consumers without permission or advance notice, and subjects such consumers to sexual harassment;
- d. Defendant John prominently displays weapons, often loaded guns, to consumers when they arrive at Defendants’ residence to make payments as directed by both Defendants;
- e. Defendant John fails to disclose defects and deficiencies in homes before entering into Rent to Own contracts, even when such defects and deficiencies are known to Defendant;
- f. Defendant John fails to provide clear and regular written statements regarding current and cumulative principal and interest payments for Rent to Own contracts;
- g. Defendant John deprives consumers of the ability to deduct (on their tax returns) interest payments on Rent to Own contracts, and/or certainty as to how much is paid or remaining to be paid under such contracts, by failing to provide periodic statements of interest and principal paid by such consumers on Rent to Own contracts;

- h. Both Defendants require consumers to drive 10, 20, 30 or more miles over rural roads to deliver cash payments under Ordinary Leases or Rent to Own contracts in person at Defendant John's home; and
- i. Defendant John informs consumers that payments due under the terms of contracts have not been paid, and/or takes legal action to eject such consumers for non-payment, although such payments were in fact made by consumers.

72. By engaging in such unfair and deceptive acts and practices, and others described herein, Defendants violated Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(iii) by causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;
- c. Section 201-2(4)(v), by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;
- d. Section 201-2(4)(ix), by advertising goods or services with intent not to sell them as advertised; and
- e. Section 201-2(4)(xxi), by 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), (iii), (v), (ix), and (xxi).

73. The above described conduct has been willful, was conducted by Defendants in concert, and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this

Honorable Court issue an Order against Defendants, jointly and severally:

- A. Declaring Defendants' conduct as described above to be in violation of the *Consumer Protection Law*;
- B. Permanently enjoining Defendants from violating the *Consumer Protection Law*;
- C. Requiring Defendants to make full restitution to each and every consumer who is entitled to restitution from Defendants under Section 201-4.1 of the *Consumer Protection Law*;
- D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendants to pay the Commonwealth a civil penalty 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 (60) years of age or older;
- E. Permanently enjoining Defendants from engaging in any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties, or similar transactions, except subject to such limitations and protective measures, if any, as approved by the Court;
- F. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- G. Granting such other general, equitable and/or further relief as the Court deems just and proper.

**COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW: BREACH OF
IMPLIED WARRANTY OF HABITABILITY IN RESIDENTIAL LEASES
(Defendants John and John II)**

74. The preceding paragraphs are incorporated herein as though fully set forth below.

75. Pursuant to Pennsylvania case law, there is an implied warranty of habitability from the landlord in all residential leases. *Pugh v. Holmes*, 405 A.2d 897, 905 (Pa. 1979).

76. Courts applying *Pugh v. Holmes* have held that a landlord's failure to maintain any of the following, without limitation, constitutes a breach of the implied warranty of habitability:

- a. Leaking roof;
- b. Unsecure or broken doors and/or windows;
- c. Unsecure locks on doors and/or windows;
- d. Absence of running water;
- e. Absence of hot water;
- f. Leaking toilets and/or plumbing;
- g. Pest infestations;
- h. Hazardous ceiling, floors and/or steps;
- i. Malfunction of heating systems;
- j. Absence of smoke detectors; and
- k. Housing code violations.

77. Defendants were put on notice of uninhabitable conditions relating to their Ordinary Lease Agreements but failed and refused to remedy the conditions.

78. Defendants have breached their implied warranty of habitability by failing to furnish and maintain homes that are subject to Ordinary Lease agreements in a manner that

provides facilities and services vital to the life, health, and safety of the tenant and to the use of the premises for residential purposes.

79. Foisting the landlord's obligation to maintain habitable leased premises onto the tenants is in violation of established Pennsylvania law and is unfair and deceptive behavior by Defendants in violation of Section 201-3 as defined by Section 201-2(4) of the *Consumer*

Protection Law, including without limitation:

- a. Section 201-2(4)(ii), by 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), by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have;
- c. Section 201-2(4)(vii), by representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- d. Section 201-2(4)(ix), by advertising foods or services with intent not to sell them as advertised;
- e. Section 201-2(4)(xiv), by failing to comply with the terms or 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
- f. Section 201-2(4)(xxi), by 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), (vii), (ix), (xiv), and (xxi).

80. The above described conduct has been willful, was conducted by Defendants in concert, and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order against Defendants, jointly and severally:

A. Declaring Defendants' conduct as described above to be in violation of the *Consumer Protection Law*;

B. Permanently enjoining Defendants from violating the *Consumer Protection Law*;

C. Requiring Defendants to make full restitution to each and every consumer who is entitled to restitution from Defendants under Section 201-4.1 of the *Consumer Protection Law* including restoration of amounts expended by consumers to render premises habitable;

D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendants to pay the Commonwealth a civil penalty 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 (60) years of age or older;

E. Permanently enjoining Defendants from engaging in any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties, except subject to such limitations and protective measures, if any, as approved by the Court;

F. Requiring Defendants to maintain homes subject to Ordinary Leases in habitable condition;

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court

deems just and proper.

COUNT III

**VIOLATIONS OF THE CONSUMER PROTECTION LAW AND THE LOAN INTEREST
AND PROTECTION LAW: CHARGING AN UNLAWFUL
INTEREST RATE, AMONG OTHER VIOLATIONS
(Defendant John)**

81. The preceding paragraphs are incorporated herein as though fully set forth below.

82. Article 3, Section 301 of the *Loan Interest and Protection Law* provides for a flexible maximum lawful interest rate for residential mortgages, based upon the Monthly Index of Long Term United States Government Bond Yields, plus an additional two and one-half percent per annum.

83. The transaction contemplated by the Rent to Own contracts is a “residential mortgage” as defined in the *Loan Interest and Protection Law*. In particular, “residential mortgage” is defined as an obligation to pay a sum of money in an original bona fide principal amount of the base figure or less, evidenced by a security document and secured by a lien upon, among other things, a single-family home located within the Commonwealth. The “base figure” is defined as \$217,873 as adjusted annually by the Commonwealth for inflation.

84. Section 7.2 of Chapter 7 of the Pennsylvania Code clarifies that “security document” for the purposes of the *Loan Interest and Protection Law* is deemed to include, among other things, “an installment land contract.”

85. It is settled Pennsylvania law that an installment land contract will be deemed to be “secured by a lien upon real property” for purposes of the *Loan Interest and Protection Law*.

86. From March 2015 through the end of 2022, for example, the applicable maximum interest rate for residential mortgages published monthly pursuant to Section 301 ranged from a high of 6.5% to a low of 3.5%.¹

87. The Loan Interest and Protection Law prohibits charging more than the applicable maximum interest rate in effect at the time the agreement in question is entered into.

88. Defendant John charged 12% annually to consumers under the Rent to Own contracts, which violated the Loan Interest and Protection Law during all periods relevant to this Complaint, because a 12% rate was always greater than the maximum allowable rate under Pennsylvania law and typically over double the maximum allowable rate under Pennsylvania law during the time periods relevant to this Complaint.

89. Article 3, Section 403 and 404 of the *Loan Interest and Protection Law* requires that before a residential mortgage lender may accelerate the maturity of any residential mortgage obligation, or take other specified legal action, such person shall give the residential mortgage debtor notice of its intent at least thirty days in advance, in accordance with the requirements of that section, by registered or certified mail. Section 404 provides certain cure rights.

90. The Rent to Own contracts do not include such provisions relating to notice of intent to take legal action and right to cure a default, nor did Defendant John provide such notice or rights to consumers, in violation of Section 403 and 404 of the *Loan Interest and Protection Law*.

¹ <http://www.dobs.pa.gov/For%20Media/Pages/Act-6-Information.aspx>

91. The Attorney General has standing to bring a civil action for injunctive relief and such other relief as may be appropriate to secure compliance with the *Loan Interest and Protection Law*. 41 P.S. § 506.

92. Defendant John has violated the *Loan Interest and Protection Law* by charging consumers an unlawful rate of interest in the Rent to Own contracts that Defendants executed with Pennsylvania citizens with respect to residential real estate in the Commonwealth of Pennsylvania.

93. Defendant John has also violated the *Loan Interest and Protection Law* by failing to afford consumers the rights required to be afforded to consumers pursuant to Section 403 and 404 of the *Loan Interest and Protection Law*.

94. Defendant has violated the *Loan Interest and Protection Law* as set forth above, and by virtue of such violations has thereby also violated Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(iii) by causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;
- c. Section 201-2(4)(v), by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have; and
- d. Section 201-2(4)(xxi), by 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), (iii), (v), and (xxi).

95. The above described conduct has been willful and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendant John's conduct as described above to be in violation of the *Loan Interest and Protection Law* and *Consumer Protection Law*;
- B. Permanently enjoining Defendant John from violating the *Consumer Protection Law* and *Loan Interest and Protection Law*;
- C. Requiring Defendant John to revise any outstanding Rent to Own agreements to include provisions required by the *Loan Interest and Protection Law*, and an interest rate no higher than permitted by the *Loan Interest and Protection Law*;
- D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendant John to pay the Commonwealth a civil penalty 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 (60) years of age or older;
- E. Permanently enjoining Defendant John from engaging in any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties, or similar transactions, except subject to such limitations and protective measures, if any, as approved by the Court;

F. Requiring Defendant John to make full restitution to each and every consumer who is entitled to restitution from Defendant for interest paid over the lawful rate, and otherwise under the *Loan Interest and Protection Law* and/or Section 201-4.1 of the *Consumer Protection Law*;

G. Requiring Defendant John to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT IV

**VIOLATIONS OF THE CONSUMER PROTECTION LAW: DEFENDANT JOHN'S
RENT TO OWN CONTRACTS FAIL TO INCLUDE PROVISIONS REQUIRED UNDER
THE INSTALLMENT LAND CONTRACT LAW
(Defendant John)**

96. The preceding paragraphs are incorporated herein as though fully set forth below.

97. The Rent to Own contracts and the transactions contemplated thereby are subject to the *Installment Land Contract Law*, which defines an "Installment Land Contract" as "[E]very executory contract for the purchase and sale of a dwelling . . . whereby the purchaser is obligated to make six or more installment payments to the seller after the execution of the contract and before the time appointed for the conveyance of title to the dwelling." 68 P.S. § 903(a)(1).

98. The *Installment Land Contract Law* requires that Section 3, 5, 6, 7, and 9 of such law be included in every Installment Land Contract, as defined therein. None of such sections were included in the Rent to Own contracts, accurately or at all.

99. The *Installment Land Contract Law* requires that Section 4 of such law be included in every Installment Land Contract, and in fact Section 4 is included in part in Paragraph 3 of the Rent to Own agreements. Unfortunately, however, Defendant John, to the

knowledge of the Commonwealth, never once provided the notice required by Section 4 of the *Installment Land Contract Law*.

100. Part 4(c) of Section 4 of the *Installment Land Contract Law* requires that “Whenever default arises because of purchaser’s failure to make repairs, the notice shall be no less than sixty days.” None of Defendant John’s Rent to Own contracts contain this required cure period in the event of default due to failure to make repairs.

101. By way of another example, Section 5 of the *Installment Land Contract Law* requires that recovery for breach of a land contract shall be limited to all installments and assessments for public improvements due prior to the surrender of the premises by purchaser, among other things. The Rent to Own contracts do not contain this required provision.

102. By way of another example, Section 6 of the *Installment Land Contract Law* provides important protections for purchasers to recover amounts paid on account of principal in excess of 25% of the purchase price, in the event that the purchaser voluntarily surrenders possession of the premises. The Rent to Own contracts fail to provide for this important right of purchasers as required by the *Installment Land Contract Law*.

103. Defendant John has violated the *Installment Land Contract Law* as set forth above, and by virtue of such violation have violated Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(iii) by causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;

- c. Section 201-2(4)(v), by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;
- d. Section 201-2(4)(vii), by representing that goods or services of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another
- e. Section 201-2(4)(xxi), by 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), (iii), (v), (vii), and (xxi).

104. The above described conduct has been willful and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendant John's conduct as described above to be in violation of the *Consumer Protection Law*;
- B. Permanently enjoining Defendant John from violating the *Consumer Protection Law*;
- C. Requiring Defendant John to make full restitution to each and every consumer who is entitled to restitution under Section 201-4.1 of the *Consumer Protection Law*;
- D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendant John to pay the Commonwealth a civil penalty 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 (60) years of age or older;

E. Permanently enjoining Defendant John from engaging in any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties or similar transactions, except subject to such limitations and protective measures, if any, as approved by the Court;

F. Requiring Defendant John to reform any outstanding Rent to Own contracts to satisfy the requirements of the *Installment Land Contract Law*;

G. Requiring Defendant John to revise any outstanding Rent to Own agreements to include provisions required by the *Installment Land Contract Law* and to delete provisions inconsistent with such law;

H. Requiring Defendant John to pay the Commonwealth's investigative and litigation costs in this matter; and

I. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT V

**VIOLATIONS OF THE CONSUMER PROTECTION LAW: FAILURE
TO COMPLY WITH THE REAL ESTATE SELLER DISCLOSURE LAW**
(Defendant John)

105. The preceding paragraphs are incorporated herein as though fully set forth below.

106. Section 7303 of the *Real Estate Seller Disclosure Law* requires that any seller who intends to transfer any interest in real property shall disclose to the buyer any material defects with the property known to the seller by completing all applicable items in a property disclosure statement which satisfies the requirements of Section 7304 of such law.

107. Section 7103(A) states that the term “residential real estate transfer” when used in that part shall mean a transfer of any interest in real property located within this Commonwealth, that consists of not less than one nor more than four residential dwelling units, “whether by sale, exchange, installment sales contract, lease with an option to purchase, grant or transfer of unit in a residential condominium or cooperative.” 68 Pa. C.S. § 7103(A).

108. Thus, the *Real Estate Seller Disclosure Law* applies to transactions under the Rent to Own agreements.

109. A signed and dated copy of the property disclosure statement must be delivered to the buyer in accordance with Section 7305 of the *Real Estate Seller Disclosure Law* prior to the signing of an agreement of transfer by the seller and buyer with respect to the property.

110. No property disclosure statements were ever delivered by Defendant John in connection with residential real estate transactions in Pennsylvania, as required by Section 7303, 7304 and 7305 of the *Real Estate Seller Disclosure Law*. Defendant John never complied with the requirements of Section 7303, 7304 or 7305 of the *Real Estate Seller Disclosure Law* with respect to *any* Rent to Own agreements entered into by Defendant John in Pennsylvania.

111. Section 7311(a) of the *Real Estate Seller Disclosure Law* provides that any person who willfully or negligently violates or fails to perform any duty prescribed by any provision of that chapter shall be liable in the amount of actual damages suffered by the buyer as a result of a violation of the chapter. 68 Pa. C.S. 7311 (a).

112. Defendant John has failed to comply with the requirements of the *Real Estate Seller Disclosure Law* and by virtue of such failure has violated Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(iii) by causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;
- c. Section 201-2(4)(v), by 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
- d. Section 201-2(4)(xxi), by 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), (iii), (v), and (xxi).

113. The above described conduct has been willful and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendant John's conduct as described above to be in violation of the *Real Estate Seller Disclosure Law*, and by virtue of such violation, the *Consumer Protection Law*;
- B. Permanently enjoining Defendant John from violating the *Real Estate Seller Disclosure Law* or the *Consumer Protection Law*;
- C. Requiring Defendant John to make full restitution to each and every consumer who is entitled to restitution under Section 201-4.1 of the *Consumer Protection Law*, including all actual damages incurred by consumers in repairing undisclosed defects and conditions that Defendant John was required to but failed to disclose;

D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendant John to pay the Commonwealth a civil penalty 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 (60) years of age or older;

E. Permanently enjoining Defendant John from engaging in any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties or similar transactions, except subject to such limitations and protective measures, if any, as approved by the Court;

F. Requiring Defendant John to pay the Commonwealth's investigative and litigation costs in this matter; and

G. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT VI

VIOLATIONS OF THE CONSUMER PROTECTION LAW: FAILURE TO RETURN SECURITY DEPOSITS AS REQUIRED BY LANDLORD-TENANT LAW AND CONSUMER PROTECTION LAW
(Defendants John and John II)

114. The preceding paragraphs are incorporated herein as though fully set forth below.

115. Section 512(a) of the *Landlord Tenant Law* provides that "Every landlord shall within thirty days of termination of a lease or upon surrender and acceptance of the leasehold premises, whichever first occurs, provide a tenant with a written list of any damages to the leasehold premises for which the landlord claims the tenant is liable. Delivery of the list shall be accompanied by payment of the different between any sum deposited in escrow, including any

unpaid interest thereon, for the payment of damages to the leasehold premises and the actual amount of damages to the leasehold premises caused by the tenant.”

116. Part (b) of Section 512 provides that “Any landlord who fails to provide a written list within thirty days as required in subsection (a), above, shall forfeit all rights to withhold any portion of sums held in escrow, including any unpaid interest thereon, or to bring suit against the tenant for damages to the leasehold premises.”

117. As described above, Defendants frequently or always fail to provide the written list required by Section 512(a) of the *Landlord Tenant Law*.

118. Notwithstanding Defendants’ failure to provide the written list required by Section 512(a) of the *Landlord Tenant Law*, Defendants frequently or always retain the entire amount of consumers’ security deposit.

119. Furthermore, Section 511.2 requires that “Except as otherwise provided in this section, all funds over one hundred dollars deposited with a lessor to secure the execution of a rental agreement on residential property in accordance with Section 511.1 and pursuant to any lease . . . shall be deposited in an escrow account of any institution regulated by the Federal Reserve Board, the Federal Home Loan Bank Board, Comptroller of the Currency, or the Pennsylvania Department of Banking.” To the knowledge of the Commonwealth, Defendants have never established an escrow account as required by Section 511.2 of the *Landlord Tenant Law*.

120. By virtue of these actions and others described herein, Defendants have failed to comply with the requirements of the *Landlord-Tenant Law* and by virtue of such failure and the actions described above, Defendants have violated Section 201-3 of the *Consumer Protection*

Law as defined by Section 201-2(b) of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(iii) by causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;
- c. Section 201-2(4)(v), by 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;
- d. Section 201-2(4)(xiv), by failing to comply with the terms or any written guarantee given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- e. Section 201-2(4)(xxi), by engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

121. The above described conduct has been willful and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order, against Defendants jointly and severally:

- A. Declaring Defendants' conduct as described above to be in violation of the *Consumer Protection Law*;
- B. Permanently enjoining Defendants from violating the *Consumer Protection Law*;

C. Requiring Defendants to return all security deposits retained from departed tenants except in any instance where fulsome compliance with applicable law relating to such retention occurred;

D. Requiring Defendants to make full restitution to each and every consumer who is entitled to restitution from Defendants under Section 201-4.1 of the *Consumer Protection Law*, including return all security deposits that should have been returned pursuant to the *Landlord-Tenant Law* (doubled to the extent required by Section 512(c) of the *Landlord-Tenant Law*).

E. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendants to pay the Commonwealth a civil penalty 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 (60) years of age or older;

F. Permanently enjoining Defendants from engaging in any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties or similar transactions, except subject to such limitations and protective measures, if any, as approved by the Court;

G. Requiring Defendants to return to consumers all security deposits that should have been returned to such consumers under the *Landlord-Tenant Law* (doubled to the extent required by Section 512(c) of the *Landlord-Tenant Law*);

H. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

I. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT VII

VIOLATIONS OF THE CONSUMER PROTECTION LAW: FAILURE TO COMPLY WITH THE LANDLORD-TENANT LAW AND THE CONSUMER PROTECTION LAW WITH RESPECT TO RETENTION OF TENANT PROPERTY (Defendant John and John II)

122. The preceding paragraphs are incorporated herein as though fully set forth below.

123. Section 505(d) of the *Landlord Tenant Law* provides that "Prior to removing or disposing of abandoned property, the landlord must provide written notice of the tenant's rights regarding the property. The tenant shall have ten days from the postmark date of the notice to retrieve the property or to request that the property be stored for an additional period not exceeding thirty days from the date of the notice."

124. Defendants disposed of the property of tenants who departed homes that were rented under Ordinary Lease agreements without providing the notice required by Section 505(d).

125. By virtue of such behavior as described above and elsewhere herein, Defendants have failed to comply with the requirements of the *Landlord-Tenant Law* and by virtue of such failure Defendants have violated Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(iii) by causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;
- c. Section 201-2(4)(v), by 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

- d. Section 201-2(4)(xxi), by 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), (iii), (v), and (xxi).

126. The above described conduct has been willful, was conducted by Defendants in concert, and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order against Defendants jointly and severally:

A. Declaring Defendants' conduct as described above to be in violation of the *Consumer Protection Law*;

B. Permanently enjoining Defendants from violating the *Consumer Protection Law*;

C. Requiring Defendants to make full restitution to each and every consumer who is entitled to restitution from Defendants under Section 201-4.1 of the *Consumer Protection Law*, including paying to such consumers the value of personal property wrongfully withheld by Defendants;

D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendants to pay the Commonwealth a civil penalty 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 (60) years of age or older;

E. Permanently enjoining Defendants from engaging in any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties or similar transactions, except subject to such limitations and protective measures, if any, as approved by the Court;

F. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

G. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT VIII

VIOLATIONS OF THE CONSUMER PROTECTION LAW: DEFENDANTS VIOLATED THE CONSUMER PROTECTION LAW AND LANDLORD TENANT LAW BY CHARGING UNREASONABLE LATE FEES (Defendants John and John II)

127. The preceding paragraphs are incorporated herein as though fully set forth below.

128. Defendants provided in the Ordinary Leases and Rent to Own agreements a late fee of \$25 for the first day late, and \$5 per day thereafter, equivalent to \$175 per month in late fees.

129. In two exemplary situations described above, Defendants sought to collect late fees in excess of \$1000 in one case and in an amount equal to approximately 35% of the amount of rent alleged to be due in another.

130. In neither example does the amount demanded in late fees (which was in accordance with the terms of the Rent to Own and Ordinary Lease agreements) bear any relation to conceivable losses, if any, suffered by Defendants as a result of late payments.

131. Such exorbitant late fees are much higher than any actual or conceivable losses suffered by Defendants in connection with late consumer payments, rendering such late fees unlawful.

132. Section 301 of the *Landlord Tenant Law* permits only “interest at the legal rate on the amount of rent due . . . if deemed equitable under the circumstances of a particular case.”

133. In the immediate case, a late fee of \$175 per month is in many instances approximates 50% of the total monthly amount due and is clearly in excess of any statutory rate of interest that might “under the circumstances of a particular case” be permissible.

134. Charging unconscionably and unlawfully high late fees is in violation of the *Landlord Tenant Law* and is unfair and deceptive behavior by Defendants in violation of Section 201-3 of the *Consumer Protection Law* as defined by 201-2(4) of the *Consumer Protection Law*, including without limitation:

- a. Section 201-2(4)(ii), by 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), by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have;
- c. Section 201-2(4)(vii), by representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- d. Section 201-2(4)(ix), by advertising foods or services with intent not to sell them as advertised;
- e. Section 201-2(4)(xiv), by failing to comply with the terms or any written guarantee given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- f. Section 201-2(4)(xxi), by 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) (vii), (ix), (xiv), and (xxi).

135. The above described conduct has been willful, was undertaken by Defendants in concert, and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S § 201-3.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order against Defendants jointly and severally:

A. Declaring Defendants' conduct as described above to be in violation of the *Consumer Protection Law*;

B. Permanently enjoining Defendants from violating the *Consumer Protection Law*;

C. Requiring Defendants to make full restitution to each and every consumer who is entitled to restitution from Defendants under Section 201-4.1 of the *Consumer Protection Law* including restoration of amounts expended by consumers and unlawful late fees;

D. Pursuant to Section 201-8(b) of the *Consumer Protection Law*, requiring Defendants to pay the Commonwealth a civil penalty 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 (60) years of age or older;

E. Permanently enjoining Defendants from engaging in any real property transactions in the Commonwealth of Pennsylvania involving, relating to or constituting installment land contracts, residential leases, or options to purchase residential properties,

except subject to such limitations and protective measures, if any, as approved by the Court;

F. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

G. Granting such other general, equitable and/or further relief as the Court deems just and proper.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL


Date: 9/12/23

By: LA. M

Susan A. Apel
Senior Deputy Attorney General
PA ID No. 50597
Attorney for the Commonwealth
Office of Attorney General
1251 Waterfront Place
Mezzanine Level
Pittsburgh, Pennsylvania 15222

VERIFICATION

I, Rodney Troupe, being duly sworn according to law, hereby state that I am an Agent with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Pittsburgh Regional Office, that I am authorized to make this verification on behalf of the Plaintiff and that the facts in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.



Rodney Troupe
Consumer Protection Agent

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents, differently than non-confidential information and documents.

Submitted by: Susan Apel
Signature: [Handwritten Signature]
Name: _____
Attorney No. (if applicable) 50597

EXHIBIT A

RESIDENTIAL LEASE AGREEMENT
THE LANDLORD ASSOCIATION OF PENNSYLVANIA

1. PARTIES:

This lease agreement is made on [REDACTED], 20 [REDACTED] between the LANDLORD: Joe JOHN address: 184 MOUNTING HILLS, R.I. Pa. and the TENANT: [REDACTED]

2. PROPERTY:

The landlord agrees to rent to the tenant the property described as [REDACTED]
Located in [REDACTED], Pennsylvania.

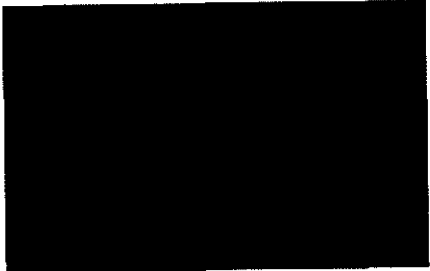
3. CONDITIONS:

- A. The rent for the property is ~~\$200.00~~ per month. The tenant ~~MUST PAY~~ the rent on the ~~15th~~ day of the month and deliver it to the LANDLORD at the above address.
- B. If the tenant fails to pay the rent on the due date, the LANDLORD may end this lease. If the rent is more than ZERO days late, the tenant must pay a late fee of \$25.00, and then another \$5.00 for each additional day that the rent is late. The late fee specified are reasonable estimations of the losses the landlord will suffer as a result of the late payment of rent.
- C. The term of this lease is ~~1~~ MONTH beginning on [REDACTED], 20 [REDACTED]. The total rent due for the full term of this lease is \$ 700.00. In the event that the tenant should break this lease without the written permission of the LANDLORD, the unpaid rent remainder of this lease will become immediately due and owing to the LANDLORD.
- D. When the lease's term ends, it will automatically renew for a term of 1 MONTH. If the landlord or tenant does not want to renew the lease, he must give the other THIRTY days written notice before the end of the term.
- E. The tenant has checked the property and agrees that it is in clean and good condition. At the end of this lease, the tenant will return the property to the LANDLORD in the same clean and good condition.
- F. The tenant will only use the property for residential purposes.
- G. The tenant's promise to pay the rent is separate from all other promises in this lease. The tenant agrees to pay the full rent each month. If the LANDLORD owes the tenant any money, the tenant agrees not to deduct it from the rent due or from any other money owed to the LANDLORD.
- H. SECURITY DEPOSIT:

1. The amount of the security deposit is ~~\$500.00~~
2. The tenant cannot use the security deposit to pay rent without the written approval of the landlord.
3. The LANDLORD can use the security deposit for unpaid rent and damages that are the tenant responsibility beyond normal wear and tear.
4. When the tenant moves out, the LANDLORD will prepare a list of charges for damages and any unpaid rent. The LANDLORD can deduct these charges, if any, from the security deposit and will return the balance within (30) days. The tenant must give the LANDLORD written notice of the tenant's new address or make other arrangements with the LANDLORD for the return of the security deposit.

4. UTILITIES:

~~Tenant agrees to pay all utilities and/or services based upon occupancy of the premises.~~



5. OCCUPANTS:

Guest(s) staying over more than 4 days without the written consent of the LANDLORD shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 4 days unless the expressed written consent of the LANDLORD is obtained 30 days in advance.

initial

6. LIQUID FILLED FURNISHINGS:

No liquid filled furniture, receptacle containing more than ten gallons of liquid is not permitted without prior written consent and meeting the requirements of the LANDLORD. Tenant also agrees to carry insurance deemed appropriate by LANDLORD to cover possible losses that may be caused by such items.

7. INSURANCE:

Tenant acknowledges that LANDLORD'S insurance DOES NOT cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LANDLORD be held liable for such losses. Tenant is hereby advised to obtain his own insurance policy to cover any personal losses.

8. REPAIRS:

The tenant will notify the LANDLORD promptly if any part of the property is damaged or destroyed. The tenant is responsible for any damage or destruction done to the property by his actions or negligence, or by the actions or negligence of his family or guests. The tenant must make all repairs and replacements to fix such damage or destruction. If the tenant fails to do so, the LANDLORD may do it and add the expense to the next month's rent.

9. LANDLORD'S ENTRY ONTO PROPERTY:

The LANDLORD can enter the property at reasonable times upon notice to the tenant. The LANDLORD can enter the property to inspect it, make repairs, alterations or improvements, supply services, or, show the property to prospective buyers, lenders, contractors, insurers or tenants. In CASE OF EMERGENCY, the LANDLORD CAN ENTER THE PROPERTY AT ANY TIME WITHOUT NOTICE TO THE TENANT.

10. TENANT RESPONSIBILITIES:

- A. All tenants and other people the tenant allows on the property promise to:
Obey all local, state and federal laws.
- B. Keep the property clean and safe.
- C. Use all utilities, facilities and fixtures in a safe and reasonable way.
- D. Promptly remove all trash and debris from the property as required by the landlord and local ordinances.
- E. Not deliberately or negligently destroy, deface, damage, or remove any part of the property or grounds.
- F. Not unreasonably disturb the peace of the landlord, other tenants or neighbors.
- G. PROMPTLY notify the LANDLORD of conditions that need repair.
- H. Make no changes to the property, such as painting, rebuilding, removing, repairing or improving without the LANDLORD'S written consent. Alterations become the property of the LANDLORD. The tenant CANNOT remove improvements and the landlord does not have to pay for any changes or improvements made by the tenant.

- I. Agree NOT to install any external antennae, which shall include but not be limited to antenna for television, CB radio, FM reception, short-wave radio and satellite dish without prior written consent of the landlord.
- J. Not to bring or keep any pets on the property without the prior written approval by the LANDLORD.
- K. Allow the LANDLORD to put up "for sale", "for rent", or other signs.
- L. ~~Move out of the property when lease ends.~~
- M. Keep nothing on the property that is highly flammable, dangerous or substantially increase the danger of fire or injury.
- N. Maintain lawn and shrubs in a neat and clean appearance.
- O. No vehicles permitted to be operated or parked on the lawns at any time.

 Initial

11. LANDLORD RESPONSIBILITIES:

The LANDLORD promises to:

- a. Keep the property in good repair and good working order.
- b. Allow the tenant to enjoy the property without interference so long as the tenant obeys all the rules in this lease.

12. LANDLORD RIGHTS:

- A. ~~The tenant waives the NOTICE TO QUIT otherwise required by law. This means that the LANDLORD may require the tenant vacate and surrender the apartment/house immediately with no prior notice.~~
- B. If the tenant fails to pay any one-month's rent on or before the due date, or the tenant breaks any other provision in this lease, the LANDLORD may end this lease immediately and file a lawsuit to evict the tenant.
- C. Besides ending this lease and evicting the tenant, the landlord can sue the tenant for unpaid rent, other damages, losses or injuries. If the LANDLORD gets a judgment for money against the tenant, the landlord can use the court process to take your personal goods, furniture, motor vehicle and money in banks. The LANDLORD may also be able to attach your wages to recover money for damages done to the property.
- D. The LANDLORD may recover reasonable legal fees and costs from the tenant for any legal actions relating to the payment of rent or the recovery of the property.

13. ABANDONMENT:

The property will be considered abandoned by the tenant if any of the following are met:

- A. The tenant gives the LANDLORD notice that he/she will not return to the property.
 - B. The tenant removes his personal belongings from the property, fails to pay the rent, and/or utilities.
 - C. The tenant fails to pay the rent and does not return to the property for one week.
 - D. The tenant leaves personal belongings in the property after the end of the lease.
- *If the tenant abandons the property, the LANDLORD may enter and sublet the property. In this case, the LANDLORD may also remove and dispose of any personal property left behind by the tenant.

14. TENANT TRANSFER OF LEASE:

The tenant CANNOT lease the property to any other person or let any other person take over the tenant's right and duties under this lease.

15. PRIORITY OF LEASE AND SALE OF PROPERTY:

If the LANDLORD sells this property, the purchaser can end this lease. All mortgages that now or in the future affect the property have a priority over this lease.

16. REPORT TO CREDIT/TENANT AGENCIES:

You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

17. LEAD NOTIFICATION REQUIREMENT:

For rental dwellings built before 1978, tenant acknowledges receipt of the following:

(Please Initial)

- Lead Based Paint Disclosure Form
- EPA Pamphlet

18. NOTICES:

All notices to TENANT shall be served at tenant's premises and all notices to LANDLORD shall be served at: 104 Hunting Hills Road, Greensboro, PA 15338.

19. AGREEMENT:

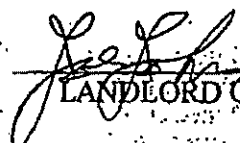
This lease contains the complete agreement between the LANDLORD and the TENANT. The landlord and tenant can change this lease only by written agreement signed by both. If more than one tenant signs this lease, each tenant assumes full liability for all obligations in this lease.

NO ORAL AGREEMENTS HAVE BEEN ENTERED INTO. ALL modifications or notices shall be in writing in order to be valid.

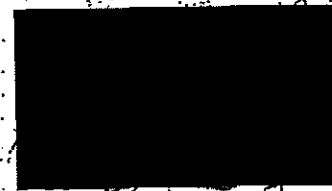
*Each part of this lease shall be interpreted so that it agrees with current law. If the law does not allow a certain part of this lease, then that part will be ineffective without invalidating the rest of the section or the rest of this lease.

20. ADDITIONAL TERMS AND CONDITIONS:

*DON'T PLACE ANYTHING IN SEWER EXCEPT HUMAN WASTE!
IN SEWER, TOILET PAPER, GREASE, BABY WIPES, CHEMICALS
etc. STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE
TERMINATION OF LEASE.*



LANDLORD OR AGENT



TENANT



DATE

DATE

Initial

**RESIDENTIAL LEASE AGREEMENT
THE LANDLORD ASSOCIATION OF PENNSYLVANIA**

1. PARTIES:

This lease agreement is made on [REDACTED], 20 [REDACTED] between the LANDLORD Joseph F. John^{II}, address: 104 Hunting Hills Road, Greensboro, Pa., 15338 and the TENNANT: [REDACTED]

2. PROPERTY:

The landlord agrees to rent to the tenant the property described as [REDACTED]
Located in [REDACTED], Pennsylvania.

3. CONDITIONS:

- A. The rent for the property is \$ 350.00 per month. The tenant MUST PAY the rent on the 17th day of the month and deliver it to the LANDLORD at the above address.
- B. If the tenant fails to pay the rent on the due date, the LANDLORD may end this lease. If the rent is more than ZERO days late, the tenant must pay a late fee of \$25.00, and then another \$5.00 for each additional day that the rent is late. The late fee specified are reasonable estimations of the losses the landlord will suffer as a result of the late payment of rent.
- C. The term of this lease is 1 MONTH beginning on [REDACTED], 20 [REDACTED]. The total rent due for the full term of this lease is \$ 350.00. In the event that the tenant should break this lease without the written permission of the LANDLORD, the unpaid rent remainder of this lease will become immediately due and owing to the LANDLORD.
- D. When the lease's term ends, it will automatically renew for a term of 1 MONTH. If the landlord or tenant does not want to renew the lease, he must give the other THIRTY days written notice before the end of the term.
- E. The tenant has checked the property and agrees that it is in clean and good condition. At the end of this lease, the tenant will return the property to the LANDLORD in the same clean and good condition.
- F. The tenant will only use the property for residential purposes.
- G. The tenant's promise to pay the rent is separate from all other promises in this lease. The tenant agrees to pay the full rent each month. If the LANDLORD owes the tenant any money, the tenant agrees not to deduct it from the rent due or from any other money owed to the LANDLORD.
- H. SECURITY DEPOSIT:
 - 1. The amount of the security deposit is \$ 350.00.
 - 2. The tenant cannot use the security deposit to pay rent without the written approval of the Landlord.
 - 3. The LANDLORD can use the security deposit for unpaid rent and damages that are the tenant responsibility beyond normal wear and tear.
 - 4. When the tenant moves out, the LANDLORD will prepare a list of charges for damages and any unpaid rent. The LANDLORD can deduct these charges, if any, from the security deposit and will return the balance within (30) days. The tenant must give the LANDLORD written notice of the tenant's new address or make other arrangements with the LANDLORD for the return of the security deposit.

4. UTILITIES:

Tenant agrees to pay all utilities and/or services based upon occupancy of the premises.

5. OCCUPANTS:

Guest(s) staying over more than 4 days without the written consent of the LANDLORD shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 4 days unless the expressed written consent of the LANDLORD is obtained 30 days in advance.

Initial

6. LIQUID FILLED FURNISHINGS:

No liquid filled furniture, receptacle containing more than ten gallons of liquid is not permitted without prior written consent and meeting the requirements of the LANDLORD. Tenant also agrees to carry insurance deemed appropriate by LANDLORD to cover possible losses that may be caused by such items.

7. INSURANCE:

Tenant acknowledges that LANDLORD'S insurance DOES NOT cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LANDLORD be held liable for such losses. Tenant is hereby advised to obtain his own insurance policy to cover any personal losses.

8. REPAIRS:

The tenant will notify the LANDLORD promptly if any part of the property is damaged or destroyed. The tenant is responsible for any damage or destruction done to the property by his actions or negligence, or by the actions or negligence of his family or guests. The tenant must make all repairs and replacements to fix such damage or destruction. If the tenant fails to do so, the LANDLORD may do it and add the expense to the next month's rent.

9. LANDLORDS ENTRY ONTO PROPERTY:

The LANDLORD can enter the property at reasonable times upon notice to the tenant. The LANDLORD can enter the property to inspect it, make repairs, alterations or improvements, supply services, or, show the property to prospective buyers, lenders, contractors, insurers or tenants. In CASE OF EMERGENCY, the LANDLORD CAN ENTER THE PROPERTY AT ANY TIME WITHOUT NOTICE TO THE TENANT.

10. TENANT RESPONSIBILITIES:

- A. All tenants and other people the tenant allows on the property promise to:
Obey all local, state and federal laws.
- B. Keep the property clean and safe.
- C. Use all utilities, facilities and fixtures in a safe and reasonable way.
- D. Promptly remove all trash and debris from the property as required by the landlord and local ordinances.
- E. Not deliberately or negligently destroy, deface, damage, or remove any part of the property or grounds.
- F. Not unreasonably disturb the peace of the landlord, other tenants or neighbors.
- G. PROMPTLY notify the LANDLORD of conditions that need repair.
- H. Make no changes to the property, such as painting, rebuilding, removing, repairing or improving without the LANDLORD'S written consent. Alterations become the property of the LANDLORD. The tenant CANNOT remove improvements and the landlord does not have to pay for any changes or improvements made by the tenant.

- I. Agree NOT to install any external antennae, which shall include but not be limited to antenna for television, CB radio, FM reception, short-wave radio and satellite dish without prior written consent of the landlord.
- J. Not to bring or keep any pets on the property without the prior written approval by the LANDLORD.
- K. Allow the LANDLORD to put up "for sale", "for rent", or other signs.
- L. Move out of the property when lease ends.
- M. Keep nothing on the property that is highly flammable, dangerous or substantially increase the danger of fire or injury.
- N. Maintain lawn and shrubs in a neat and clean appearance.
- O. No vehicles permitted to be operated or parked on the lawns at any time.

 Initial

11. LANDLORD RESPONSIBILITIES:

The LANDLORD promises to:

- a. Keep the property in good repair and good working order.
- b. Allow the tenant to enjoy the property without interference so long as the tenant obeys all the rules in this lease.

12. LANDLORD RIGHTS:

- A. The tenant waives the NOTICE TO QUIT otherwise required by law. This means that the LANDLORD may require the tenant vacate and surrender the apartment/house immediately with no prior notice.
- B. If the tenant fails to pay any one-month's rent on or before the due date, or the tenant breaks any other provision in this lease, the LANDLORD may end this lease immediately and file a lawsuit to evict the tenant.
- C. Besides ending this lease and evicting the tenant, the landlord can sue the tenant for unpaid rent, other damages, losses or injuries. If the LANDLORD gets a judgment for money against the tenant, the landlord can use the court process to take your personal goods, furniture, motor vehicle and money in banks. The LANDLORD may also be able to attach you wages to recover money for damages done to the property.
- D. The LANDLORD may recover reasonable legal fees and costs from the tenant for any legal actions relating to the payment of rent or the recovery of the property.

13. ABANDONMENT:

The property will be considered abandoned by the tenant if:

- A. The tenant gives the LANDLORD notice that he/she will not return to the property.
- B. The tenant removes his personal belongings from the property, fails to pay the rent, and/or utilities.
- C. The tenant fails to pay the rent and does not return to the property for one week.
- D. The tenant leaves personal belongings in the property after the end of the lease.
*If the tenant abandons the property, the LANDLORD may enter and sublet the property. In this case, the LANDLORD may also remove and dispose of any personal property left behind by the tenant.

14. TENANT TRANSFER OF LEASE:

The tenant CANNOT lease the property to any other person or let any other person take over the tenant's right and duties under this lease.

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If the LANDLORD sells this property, the purchaser can end this lease. All mortgages that now or in the future affect the property have a priority over this lease.

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You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

17. LEAD NOTIFICATION REQUIREMENT:

For rental dwellings built before 1978, tenant acknowledges receipt of the following:

(Please Initial)

_____ Lead Based Paint Disclosure Form

 y _____ EPA Pamphlet

18. NOTICES:

All notices to TENANT shall be served at tenant's premises and all notices to LANDLORD shall be served at: 104 Hunting Hills Road, Greensboro, PA 15338.

19. AGREEMENT:

This lease contains the complete agreement between the LANDLORD and the TENANT. The landlord and tenant can change this lease only by written agreement signed by both. If more than one tenant signs this lease, each tenant assumes full liability for all obligations in this lease.

NO ORAL AGREEMENTS HAVE BEEN ENTERED INTO. ALL modifications or notices shall be in writing in order to be valid.

*Each part of this lease shall be interpreted so that it agrees with current law. If the law does not allow a certain part of this lease, then that part will be ineffective without invalidating the rest of the section or the rest of this lease.

20. ADDITIONAL TERMS AND CONDITIONS:

Tennant is totally responsible for cleaning out Garage as a
condition of the reduced rent of \$350.00/mo.

Joseph F. John #
LANDLORD OR AGENT

TENANT

DATE

DATE

Initial

EXHIBIT B

LEASE WITH OPTION TO PURCHASE AGREEMENT

Made between Joseph F. John of Hunting Hills Rd. Greensboro, Pa. 15338, hereafter referred to as the LESSOR
AND

The lessor and the lessee are collectively referred to as "The Parties:

WITNESSETH: That the parties hereto, intending to be leagally bound, mutually agree as follows;

PREMISES CONVEYED.

Lessor agrees to Lease with Option to Purchase to Lessee property located at [REDACTED]

more fully described in the Recorder of Deeds Office of

in Deed Book [REDACTED] at Page [REDACTED], subject to the performance by the Lessee of "ALL" the covenants, provisions and conditions herein setforth.

Purchase Price

The total purchase price for the premise conveyed is \$ 3,000.00
(THIRTY FIVE THOUSAND DOLLAR)

Purchase price for the above premise is to be paid as follows: Payments of \$ 500.00 per month, cash in hand to be paid at Lessors place of residence, 104 Hunting Hills Rd. Greensboro, Pa. 15338 on or before the [REDACTED] and each and every month thereafter. The interest rate 1% per month of the purchase price shall be subtracted from the payment, the remainder to be subtracted from the purchase price.

Late payments shall be charged a late fee of \$25.00 for the first day and \$5.00 for each and every day thereafter. TIME IS OF THE ESSENCES.

NOTICE OF TERMINATION

3. Whenever default is made in the terms and conditions of this contract, by reason of default, Seller has the right to terminate the contract. Seller shall, as condition precedent to the exercise of that right, serve upon the purchaser a written notice of termination. The notice shall be served personally or by registered or certified mail at the address of subject property herein described and subject of this agreement.

The notice shall specify the nature of the default, and, whenever the default arises out of the purchaser's failure to keep the premises in good repair pursuant to the provisions of this contract, the notice shall contain a reasonable specific statement of the items in disrepair.

The date of termination specified in the notice shall in no case be less than thirty days after the date upon which service of notice is made upon the purchaser, in the manner here before provided.

DEFAULT BY PURCHASER

In the event of any default by the purchaser in the payment of any installment, any assessment for public improvements, any taxes, failure to pay for and maintain house insurance, or any sum owed by the purchaser because of repairs made by the seller and payable by the purchaser pursuant to the terms of this contract hereinafter by the parties hereto, the buyer hereby agrees to give up Peacefully and Quietly the subject premise. The seller shall also be intitled to any and all remedies at law for breace of contract which shall include but not limited to: termination of contract, recovery of installment, assessment of repairs, and maintain and action for breach of the contract as herein provided or an action for recovery of possession of the property.

PREMISES CONVEYED "AS IS"

The presises are conveyed in their as is condition. Futhermore the Purchaser hereby acknowledges that he/she has inspected the premises in question and that the same is satisfactory to him/her and that he/she enters into this contract knowingly, voluntarily and intelligently.

IMPROVEMENTS

No improvements and/or alterations to the premises shall be made by the purchaser unless he/she has obtained written consent of the seller.

MAINTENANCE

Purchaser shall assume and be responsible for the maintenance of said premises in good order and repair from the date hereof, and shall keep and hold Seller safe and harmless, from any and all claims for work and labor done or materials furnished in connection with maintaining the said premises in good order and repair. Said upkeep shall include but not be limited to Keatfing, foundation, roof, water and sewer systems.

and is complying with the terms herein.

ASSIGNMENTS

This agreement is not assignable by the purchaser, nor shall he/she rent or sublet the premise without the written consent of seller.

UTILITY BILLS

Purchaser shall assume and be responsible for all utilities bills during the term of this Agreement and shall hold harmless from any and all claims for said utility bills.

Payments

Purchaser agrees to make all payments on or before the due date, cash in hand at the place of residence of the Seller, 104 Hunting Hills Rd., Greensboro, Pa, 15338 and does hereby bind himself/herslf, heirs, executors and administrators faithfully to do so.

TIMING

Timing is of the essence in this OPTION TO PURCHASE AGREEMENT.

OPTION TO PURCHASE CONTROLLING

In the event a conflict arises between the terms and condition of this lease agreement and the option to purchase agreement, the Option to Purchase Agreement shall control.

ENTIRE AGREEMENT: MODIFICATION

This document sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties, No modification of or amendment to this option to purchase agreement, nor any waiver of rights under this option to purchase agreement, will be effective unless in writing signed by the party to be charged.

PREPAYMENT OF LOAN

Buyer/Tenant shall have the right at any time to pay off option and gain ownership in property.

Buyer/Tenant agrees to comply with all Federal, State, County and Local laws, rules and codes.

Buyer/Tenant agrees to comply with all the terms and conditions of this Lease with Option to purchase as stated in this agreement. Any failure on the part of the buyer/tenant to comply with the terms and conditions of this of this option will immediately result in immediate termination of said lease and option to buy.

TAXES

The Lessee hereby assumes payment of all taxes and assessments levied upon said lot during the term of this agreement and shall provide all money to Lessor prior to the discount period.

REALTOR

There is no realtor involved in this transaction.

HAZARD INSURANCE

Lessee shall keep the premises and improvements now existing or hereafter erected on the property insured against loss by fire and any other hazards during the term of this agreement. This insurance shall be maintained in the amount of the replacement value of the premises with loss payee being the Lessor herein. Lessee is hereby notified that he/she may insure his/her interest in this property at the time of acceptance of this agreement. Lessee must provide proof of such insurance within 30 days of signing this agreement and continually provide proof such proof of maintaining same throughout agreement period to the Lessor.

NO WAIVER

The failure of the Lessor to insist on strict performance by Lessee, of the terms of this agreement shall not be construed as a waiver, release or relinquishment thereof.

IF DEFAULT SUMS PAID DEEMED REASONABLE RENT

It is specifically agreed and understood by the parties hereto that if at any time during the term of this agreement Lessee fails to consummate this transaction, all sums paid will be forfeited to the Lessor as reasonable rent and for consideration of Lessor having taken off the market and as liquidated damages. Further, if Lessee fails to consummate this transaction by _____ the final settlement date, Lessor is responsible for all damages to property and any necessary repair to restore the property to its condition as of _____.

CLOSING COST, DEED PREPARATION, TRANSFER TAX, SURVEY

All cost including but not limited to Deed preparation of Special Warranty Deed, transfer tax, recording fees, survey if desired by Lessee, attorney fee etc. shall be assumed by the Lessee.

DESTRUCTION OF PREMISES

Lessee hereby assumes any loss due to fire or other catastrophe and hereby specifically represent that the said fire or other catastrophe does not in any way void or impair this agreement.

CONFESSIOIN OF JUDGEMENT

If Lessee is in possession of the premises at the time the Lessor should declare the agreement terminated in accordance with the provisions hereof, Lessee hereby authorized any attorney, as attorney for him/hex, to sign an agreement for entering in any competent court, an amicable action and judgement in ejectment against the Lessee and all persons claiming under her/him, for the recovery by Lessor of possession of the premises, for which this shall be a sufficient warrant, and there upon a writ of possession may issue forthwith, without any prior proceedings whatsoever in entewring such action of ejectment, or causing such writ of possession to be issued, or any proceedings thereon, ort concerning the same, and hereby agrees that no writ of error, objection or exception, shall be made or taken thereto.

HEIRS AND ASSIGNS

This agreement shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors, and to the extent assignables, on the assigns of the parties here to, it being expressly understood, however, that the Lessee shall not transfer or assign this agreement without the written consent of the Lessor being first had and obtained. This Agreement is to be construed and interpreted in accordance with the laws of the State

DESCRIPTIVE HEADINGS

The descriptive headings used herein are for conveniences only and they are not intended to indicate the matter in the sections which follow them. Accordingly, they shall have no effect whatsoever in dertermining the rights or obligations of the parties.

TIME OF CLOSING

It is further understood and agreed between the parties hereto that at the settlement and closing of this transaction subsequent to the full purchase price being paid as heretofore set forth shall be conducted by _____ in accordance with the terms hereof. Time is of the essence.

The parties acknowledge receipt of a copy of this agreement.

Lessor

Witness

Lessee

Witness

EXHIBIT C

IN THE COURT OF COMMON PLEAS OF FAYETTE COUNTY, PENNSYLVANIA

JOSEPH F. JOHN

CIVIL DIVISION

Plaintiff

No: 2689 2017, GD.

LYZA HILLIER
BRIAN ROCKWELL

DEFENDANT

COMPLAINT IN CIVIL ACTION

AND NOW, this 4th of ~~December~~ JANUARY, 2018, comes Plaintiff, Joseph F. JOHN, Pro Se, and avers the following Complaint;

2018 JAN - 4 AM 11:30
FAYETTE COUNTY
PROthonary
FILED

1. Joseph F. John is an adult individual, Plaintiff, who resides at 104 Hunting Hills Road, Greensboro, Pennsylvania 15338.
2. That the named defendant(s) is Lyza Hillier & Brian Rockwell whose last known address is 401 N. 2nd. Street, Masontown, Pa. 15461
3. This action arises out of a Magisterial Ruling (LT-0000086-2017) in favor of the Plaintiff and subsequently appealed by the Plaintiff.
4. That the defendant leased said property January 18, 2016 and subsequently failed to pay the rent, cost, and fees in the amount of \$15,666.00 and anything else that the court may deem fitting and proper. A copy of Exhibit "A" & "B" which is attached hereto.

5 Wherefor the Plaintiff request judgement against the defendant and in favor of the plaintiff in the amount of 20,393.00.

Joseph F. John
Joseph F. John/ Pro/se

OC
D

Exhibit "A"

Date	Payment	Amount Due	Total Owed
2/17/17	Paid -0-	amt, t due \$700.0 + \$165.00	Total owed \$865.00
3/17/17	-0-	700.00 + 175	1740.00
4/17/17	1615		1240.00
5/17/17	-0-	700.00 + 170	2110.00
6/17/17	<u>-0-</u>	700.00 + 175	2985.00
7/17/17	50.00	650.00 + 165	3800.00
8/17/17	100.00	600.00 + 155.	4555.00
9/17/17	200.00	500.00 + 135	5240.00
10/17/17	-00	700.00 + 175	6115.00
11/17/17	<u>-0-</u>	700.00 + 175.00	6990.00
12/17/17	-0-	700.00 + 175.00	7865.00
12/22/17	-0-	116.67 + 45.00	8027.00

Total owed rent & fees \$8027.00

Remove and disposal of trash (7humped up pickup loads) of	2100.00
appliances, furniture, trash, defication & debrie	2100.00
Clean entire house <u>-</u> ceilings, walls, floors	2100.00
Repair ceilings, and walls & paint	3150.00
Replace brokeB door-basement, bedroom & power room	1500.00
Replace bathroom vanity sink top-cigarette burns floor	850.00
Yard maintenance-mow grass, trim srubbery, remove ivy from house, & garages, remove concrete & re-bar	1050.00
Total Property damage	\$11900.00
Legal fees	466.00
Total	\$20393 00

EXHIBIT "B"

**RESIDENTIAL LEASE AGREEMENT
THE LANDLORD ASSOCIATION OF PENNSYLVANIA**

1. PARTIES:

This lease agreement is made on Jan 18, 2016 between the LANDLORD Joseph F. John, address: 104 Hunting Hills Road, Greensboro, Pa., 15338 and the TENNANT: Lyza Hillier &

2. PROPERTY:

Brian Rockwell
The landlord agrees to rent to the tenant the property described as 401 N. 2nd Street
Located in Masontown, Pennsylvania. 15461

3. CONDITIONS:

- A. The rent for the property is \$700.00 per month. The tenant MUST PAY the rent on the 17 day of the month and deliver it to the LANDLORD, CASH IN HAND
- B. If the tenant fails to pay the rent on the due date, the LANDLORD may end this lease. If the rent is more than ZERO days late, the tenant must pay a late fee of \$25.00, and then another \$5.00 for each additional day that the rent is late. The late fee specified are reasonable estimations of the losses the landlord will suffer as a result of the late payment of rent.
- C. The term of this lease is 1 MONTH beginning on 1/18, 2016. The total rent due for the full term of this lease is \$ 700.00. In the event that the tenant should break this lease without the written permission of the LANDLORD, the unpaid rent remainder of this lease will become immediately due and owing to the LANDLORD.
- D. When the lease's term ends, it will automatically renew for a term of 1 MONTH. If the landlord or tenant does not want to renew the lease, he must give the other THIRTY days written notice before the end of the term.
- E. The tenant has checked the property and agrees that it is in clean and good condition. At the end of this lease, the tenant will return the property to the LANDLORD in the same clean and good condition.
- F. The tenant will only use the property for residential purposes.
- G. The tenant's promise to pay the rent is separate from all other promises in this lease. The tenant agrees to pay the full rent each month. If the LANDLORD owes the tenant any money, the tenant agrees not to deduct it from the rent due or from any other money owed to the LANDLORD.

H. SECURITY DEPOSIT:

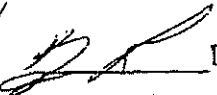
1. The amount of the security deposit is \$ 700.00.
2. The tenant cannot use the security deposit to pay rent without the written approval of the Landlord.
3. The LANDLORD can use the security deposit for unpaid rent and damages that are the tenant responsibility beyond normal wear and tear.
4. When the tenant moves out, the LANDLORD will prepare a list of charges for damages and any unpaid rent. The LANDLORD can deduct these charges, if any, from the security deposit and will return the balance within (30) days. The tenant must give the LANDLORD written notice of the tenant's new address or make other arrangements with the LANDLORD for the return of the security deposit.

4. UTILITIES:

Tenant agrees to pay all utilities and/or services based upon occupancy of the premises.

[Handwritten signatures]

- I. Agree NOT to install any external antennae, which shall include but not be limited to antenna for television, CB radio, FM reception, short-wave radio and satellite dish without prior written consent of the landlord.
- J. Not to bring or keep any pets on the property without the prior written approval by the LANDLORD.
- K. Allow the LANDLORD to put up "for sale", "for rent", or other signs.
- L. Move out of the property when lease ends.
- M. Keep nothing on the property that is highly flammable, dangerous or substantially increase the danger of fire or injury.
- N. Maintain lawn and shrubs in a neat and clean appearance.
- O. No vehicles permitted to be operated or parked on the lawns at any time.

CH  Initial

11. LANDLORD RESPONSIBILITIES:

The LANDLORD promises to:

- a. Keep the property in good repair and good working order.
- b. Allow the tenant to enjoy the property without interference so long as the tenant obeys all the rules in this lease.

12. LANDLORD RIGHTS:

- A. The tenant waives the NOTICE TO QUIT otherwise required by law. This means that the LANDLORD may require the tenant vacate and surrender the apartment/house immediately with no prior notice.
- B. If the tenant fails to pay any one-month's rent on or before the due date, or the tenant breaks any other provision in this lease, the LANDLORD may end this lease immediately and file a lawsuit to evict the tenant.
- C. Besides ending this lease and evicting the tenant, the landlord can sue the tenant for unpaid rent, other damages, losses or injuries. If the LANDLORD gets a judgment for money against the tenant, the landlord can use the court process to take your personal goods, furniture, motor vehicle and money in banks. The LANDLORD may also be able to attach you wages to recover money for damages done to the property.
- D. The LANDLORD may recover reasonable legal fees and costs from the tenant for any legal actions relating to the payment of rent or the recovery of the property.

13. ABANDONMENT:

The property will be considered abandoned by the tenant if:

- A. The tenant gives the LANDLORD notice that he/she will not return to the property.
- B. The tenant removes his personal belongings from the property, fails to pay the rent, and/or utilities.
- C. The tenant fails to pay the rent and does not return to the property for one week.
- D. The tenant leaves personal belongings in the property after the end of the lease.
*If the tenant abandons the property, the LANDLORD may enter and sublet the property. In this case, the LANDLORD may also remove and dispose of any personal property left behind by the tenant.

14. TENANT TRANSFER OF LEASE:

The tenant CANNOT lease the property to any other person or let any other person take over the tenant's right and duties under this lease.

IN THE COURT OF COMMON PLEAS OF

COUNTY, PENNSYLVANIA

CIVIL DIVISION

JOSEPH F. JOHN)

Plaintiff)

No. 2689 of 2017

vs.)

LYZA HILLIER

&

BRIAN ROCKWELL

Defendant)

CERTIFICATE

1. I certify that a copy of the within contained document was served on Lyze Hillier & Brian Rockwell

by mail, posting, and on his/her attorney

hand delivered to his/her office on

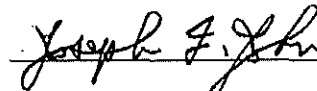
401 N. 2nd Street

Masontown, Pa. 15461

UNSWORN VERIFICATION

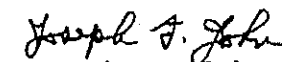
I verify that the statements made in this complaint are true and correct to the best of my knowledge and belief. I understand that false statement herein are made subject to the penalties of 18PA c.s. Section 4904 relating to unsworn falseification to authorities.

Date: ~~12-28-17~~ 1-4-18



Joseph F. John
Plaintiff: Pro/se

Respectfully submitted,


Joseph F. John

724/324-9152

EXHIBIT D

JOSEPH JOHN, *II*

Plaintiff,

VS.

John Dalie
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF
: *GREENE* COUNTY, PENNSYLVANIA
: COMPLAINT IN CIVIL ACTION
:
: NO. *99* of 201*6*, *A.*D.

OFFICE OF THE
CLERK OF THE
COURT
GREENE COUNTY, PA

2016 FEB 12 PM 3:21

FILED

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
P.O. Box 186
Harrisburg, PA 17108
Telephone: 800-932-0311

S.W.P. Legal Aid Services, Inc.
83 South Washington Street
Waynesburg, Pa. 15370

IN THE COURT OF COMMON PLEAS OF GREENE COUNTY, PENNSYLVANIA

JOSEPH F. JOHN II

Plaintiff

JOHN DULIC

DEFENDANT

CIVIL DIVISION

NO: A.D. - 99 2016

OFFICE OF THE
PROCLERK
GREENE COUNTY, PA

2016 FEB 12 PM 3:21

FILED

COMPLAINT IN CIVIL ACTION

AND NOW, this 12th day of February, 2016, comes the Plaintiff, Joseph F. John II, Pro Se, and acers the following complaint;

1. That the Plaintiff, Joseph F. John II is an adult individual who resides at 104 Hunting Hills Road, Greensboro, Pa. 15338
2. That the named defendant is John Dulic, who resides at 5 Fox Lane, Greensboro, Pa. 15338.
3. This action arises out of a Magist^{CA}erial Ruling (LT-0000003-2016) in favor of the Plaintiff and subsequently appealed by the defendant.
4. That the defendant leased said premise on November 12, 2015 subsequently failed to pay the rent, cost and fees in the amount \$2670.00 plus cost (149.20) and anything else that the court may deem fitting and proper and all additional rent that may become due after this date at therrate of \$500.00 / mo. plus fees.
5. That the defendant is in possession of the above said premise in violation of the attached lease agreement.
6. The defendant has unjustly and unlawfully detained possess from the defendant
7. The Plaintiff request immediate possession and judgement for the Plaintiff and against the defendant in the amount of \$2670.00 plus cost (\$149.20) and \$500.00/mo., late fees and anything else that the honorable Court deem just, or a Hearing date be set by the court. As this case involves "Possession", (arbitration can-
not grant Possession.

Wherefore, Plaintiff request the Court to enter judgement against the Defendant and in favor of the Plaintiff, issuing an order ejection the defendant from said premise, 5 Fox Lane, Greensboro, Pa. 15338, reimbursing all rents, fees, cost of this action, and granting allover relief as the Honorable Court may deem fitting and proper.

Joseph F. John II

Joseph F. John II

tel: 724/324-9152

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

Joseph F. John II
JOSEPH JOHN II

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the within complaint was served on the Defendants, through counsel, by depositing the same in the United States Mail, postage prepaid, on

AND HAND DELIVERED
this, *FEBRUARY 12, 2016*

*S.W.P. LEGAL AIR SERVICES, INC.
63 South Washington Street
WAYNESBURG, PA. 15376*

Joseph F. John II

FILED
2016 FEB 12 PM 3:21
OFFICE OF THE
PROCLAMATORY
GENERAL COUNCIL PA

RESIDENTIAL LEASE AGREEMENT
THE LANDLORD ASSOCIATION OF PENNSYLVANIA

1. PARTIES:

This lease agreement is made on Nov. 12, 2015 between the LANDLORD Joseph F. John, II, address: 104 Hunting Hills Road, Greensboro, Pa., 15338 and the TENANT: John DULIK

2. PROPERTY: 5 Fox Lane

The landlord agrees to rent to the tenant the property described as 5 FOX LANE
Located in Greensboro, Pennsylvania.

3. CONDITIONS:

- A. The rent for the property is \$ 500.00 per month. The tenant MUST PAY the rent on the 11th day of the month and deliver it to the LANDLORD, CASH IN HAND
- B. If the tenant fails to pay the rent on the due date, the LANDLORD may end this lease. If the rent is more than ZERO days late, the tenant must pay a late fee of \$25.00, and then another \$5.00 for each additional day that the rent is late. The late fee specified are reasonable estimations of the losses the landlord will suffer as a result of the late payment of rent.
- C. The term of this lease is 1 MONTH beginning on Nov. 12, 2015. The total rent due for the full term of this lease is \$ 500.00. In the event that the tenant should break this lease without the written permission of the LANDLORD, the unpaid rent remainder of this lease will become immediately due and owing to the LANDLORD.
- D. When the lease's term ends, it will automatically renew for a term of 1 MONTH. If the landlord or tenant does not want to renew the lease, he must give the other THIRTY days written notice before the end of the term.
- E. The tenant has checked the property and agrees that it is in clean and good condition. At the end of this lease, the tenant will return the property to the LANDLORD in the same clean and good condition.
- F. ~~The tenant will only use the property for residential purposes.~~
- G. ~~The tenant's promise to pay the rent is separate from all other promises in this lease. The tenant agrees to pay the full rent each month. If the LANDLORD owes the tenant any money, the tenant agrees not to deduct it from the rent due or from any other money owed to the LANDLORD.~~

H. SECURITY DEPOSIT:

- 1. ~~The amount of the security deposit is \$ 0.~~
- 2. The tenant cannot use the security deposit to pay rent without the written approval of the Landlord.
- 3. The LANDLORD can use the security deposit for unpaid rent and damages that are the tenant responsibility beyond normal wear and tear.
- 4. When the tenant moves out, the LANDLORD will prepare a list of charges for damages and any unpaid rent. The LANDLORD can deduct these charges, if any, from the security deposit and will return the balance within (30) days. The tenant must give the LANDLORD written notice of the tenant's new address or make other arrangements with the LANDLORD for the return of the security deposit.

4. UTILITIES:

~~Tenant agrees to pay all utilities and/or services based upon occupancy of the premises.~~



5. OCCUPANTS:

Guest(s) staying over more than 4 days without the written consent of the LANDLORD shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 4 days unless the expressed written consent of the LANDLORD is obtained 30 days in advance.

_____ Initial

6. LIQUID FILLED FURNISHINGS:

No liquid filled furniture, receptacle containing more than ten gallons of liquid is not permitted without prior written consent and meeting the requirements of the LANDLORD. Tenant also agrees to carry insurance deemed appropriate by LANDLORD to cover possible losses that may be caused by such items.

7. INSURANCE:

Tenant acknowledges that LANDLORD'S insurance DOES NOT cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LANDLORD be held liable for such losses. Tenant is hereby advised to obtain his own insurance policy to cover any personal losses.

8. REPAIRS:

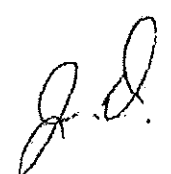
The tenant will notify the LANDLORD promptly if any part of the property is damaged or destroyed. The tenant is responsible for any damage or destruction done to the property by his actions or negligence, or by the actions or negligence of his family or guests. The tenant must make all repairs and replacements to fix such damage or destruction. If the tenant fails to do so, the LANDLORD may do it and add the expense to the next month's rent.

9. LANDLORDS ENTRY ONTO PROPERTY:


The LANDLORD can enter the property at reasonable times upon notice to the tenant. The LANDLORD can enter the property to inspect it, make repairs, alterations or improvements, supply services, or, show the property to prospective buyers, lenders, contractors, insurers or tenants. In CASE OF EMERGENCY, the LANDLORD CAN ENTER THE PROPERTY AT ANY TIME WITHOUT NOTICE TO THE TENANT.

10. TENANT RESPONSIBILITIES:

- A. All tenants and other people the tenant allows on the property promise to:
Obey all local, state and federal laws.
- B. Keep the property clean and safe.
- C. Use all utilities, facilities and fixtures in a safe and reasonable way.
- D. Promptly remove all trash and debris from the property as required by the landlord and local ordinances.
- E. Not deliberately or negligently destroy, deface, damage, or remove any part of the property or grounds.
- F. Not unreasonably disturb the peace of the landlord, other tenants or neighbors.
- G. PROMPTLY notify the LANDLORD of conditions that need repair.
- H. Make no changes to the property, such as painting, rebuilding, removing, repairing or improving without the LANDLORD'S written consent. ~~Alterations become the property of the LANDLORD. The tenant CANNOT remove improvements and the landlord does not have to pay for any changes or improvements made by the tenant~~



- I. Agree NOT to install any external antennae, which shall include but not be limited to antenna for television, CB radio, FM reception, short-wave radio and satellite dish without prior written consent of the landlord.
- J. Not to bring or keep any pets on the property without the prior written approval by the LANDLORD.
- K. Allow the LANDLORD to put up "for sale", "for rent", or other signs.
- L. Move out of the property when lease ends.
- M. Keep nothing on the property that is highly flammable, dangerous or substantially increase the danger of fire or injury.
- N. Maintain lawn and shrubs in a neat and clean appearance.
- O. No vehicles permitted to be operated or parked on the lawns at any time.

 Initial

11. LANDLORD RESPONSIBILITIES:

The LANDLORD promises to:

- a. Keep the property in good repair and good working order.
- b. Allow the tenant to enjoy the property without interference so long as the tenant obeys all the rules in this lease.

12. LANDLORD RIGHTS:

- A. ~~The tenant waives the NOTICE TO QUIT otherwise required by law. This means that the LANDLORD may require the tenant vacate and surrender the apartment/house immediately with no prior notice.~~
- B. ~~If the tenant fails to pay any one-month's rent on or before the due date, or the tenant breaks any other provision in this lease, the LANDLORD may end this lease immediately and file a lawsuit to evict the tenant.~~
- C. Besides ending this lease and evicting the tenant, the landlord can sue the tenant for unpaid rent, other damages, losses or injuries. If the LANDLORD gets a judgment for money against the tenant, the landlord can use the court process to take your personal goods, furniture, motor vehicle and money in banks. The LANDLORD may also be able to attach you wages to recover money for damages done to the property.
- D. The LANDLORD may recover reasonable legal fees and costs from the tenant for any legal actions relating to the payment of rent or the recovery of the property.

13. ABANDONMENT:

The property will be considered abandoned by the tenant if: any of the following are met:

- A. The tenant gives the LANDLORD notice that he/she will not return to the property.
- B. The tenant removes his personal belongings from the property, fails to pay the rent, and/or utilities.
- C. The tenant fails to pay the rent and does not return to the property for one week.
- D. The tenant leaves personal belongings in the property after the end of the lease.
*If the tenant abandons the property, the LANDLORD may enter and sublet the property. In this case, the LANDLORD may also remove and dispose of any personal property left behind by the tenant.

14. TENANT TRANSFER OF LEASE:

The tenant CANNOT lease the property to any other person or let any other person take over the tenant's right and duties under this lease.

15. PRIORITY OF LEASE AND SALE OF PROPERTY:

If the LANDLORD sells this property, the purchaser can end this lease. All mortgages that now or in the future affect the property have a priority over this lease.

16. REPORT TO CREDIT/TENANT AGENCIES:

You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

17. LEAD NOTIFICATION REQUIREMENT:

For rental dwellings built before 1978, tenant acknowledges receipt of the following:

(Please Initial)

 Lead Based Paint Disclosure Form

 x EPA Pamphlet

18. NOTICES:

All notices to TENANT shall be served at tenant's premises and all notices to LANDLORD shall be served at: 104 Hunting Hills Road, Greensboro, PA 15338.

19. AGREEMENT:

This lease contains the complete agreement between the LANDLORD and the TENANT. The landlord and tenant can change this lease only by written agreement signed by both. If more than one tenant signs this lease, each tenant assumes full liability for all obligations in this lease.

NO ORAL AGREEMENTS HAVE BEEN ENTERED INTO. ALL modifications or notices shall be in writing in order to be valid.

*Each part of this lease shall be interpreted so that it agrees with current law. If the law does not allow a certain part of this lease, then that part will be ineffective without invalidating the rest of the section or the rest of this lease.

20. ADDITIONAL TERMS AND CONDITIONS:

Tennant is totally responsible for the operation, maintenance a
and repair of all smoke detectors as required by law

Joseph F. John II
LANDLORD OR AGENT

John P. [Signature]
TENANT

11-21-2015
DATE

11-21-15
DATE

JS Initial

EXHIBIT "B"

Rent due	Rent paid	Past due	fees	amount owed
November 2015	-0-	\$500.00	\$175.00	\$675.00
December 2015	-0-	\$500.00	\$175.00	\$675.00
January 2016	-0-	\$500.00	\$175.00	\$675.00
Feburary 2016	-0-	\$500.00	\$175.00	\$660.00
March 2016				2685.00+ Cost
April 2016				
May 2016				
June 2016				

EXHIBIT E

Magisterial District Judge 14-3-02

DOCKET

Docket Number: MJ-14302-LT-0000076-2022

Landlord/Tenant Docket



Joseph F. John
v.
Pamela Sowden Knight, Linda Evans McGalla

Page 1 of 2

CASE INFORMATION

Judge Assigned: Magisterial District Judge Daniel C. Shimshock
File Date: 09/12/2022
Claim Amount: \$3,200.00
Case Status: Closed
Judgment Amount: \$0.00
County: Fayette

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>			<u>Status</u>	
Recovery of Real Property Hearing	09/27/2022	10:30 am		Magisterial District Judge Daniel C. Shimshock	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>	<u>Address</u>
Defendant	Knight, Pamela Sowden	Masontown, PA 15461
Defendant	McGalla, Linda Evans	Masontown, PA 15461
Plaintiff	John, Joseph F.	Greensboro, PA 15338

DISPOSITION SUMMARY

<u>Docket Number</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
MJ-14302-LT-0000076-2022	Joseph F. John	Pamela Sowden Knight	Judgment for Plaintiff	09/27/2022
MJ-14302-LT-0000076-2022	Joseph F. John	Linda Evans McGalla	Judgment for Plaintiff	09/27/2022

CIVIL DISPOSITION / JUDGMENT DETAILS

Disposition Date: 09/27/2022 Monthly Rent: \$850.00

<u>Defendant(s)</u>	<u>Plaintiff(s)</u>	<u>Disposition</u>	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Net Judgment</u>
Pamela Sowden Knight; Linda Evans McGalla	Joseph F. John	Judgment for Plaintiff	\$0.00	\$0.00	\$0.00

Judgment Components:

<u>Type</u>	<u>Amount</u>	<u>Deposit Amount</u>	<u>Adjusted Amount</u>
*Rent in Arrears	\$0.00	\$0.00	\$0.00

* Is Joint/Several

Civil Disposition Details:

Grant possession. Yes
Grant possession if money judgment is not satisfied by the time of eviction. No

Magisterial District Judge 14-3-02

DOCKET

Docket Number: MJ-14302-LT-0000076-2022

Landlord/Tenant Docket



Joseph F. John
v.
Pamela Sowden Knight, Linda Evans McGalla

Page 2 of 2

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
09/27/2022	Judgment for Plaintiff	Magisterial District Court 14-3-02	Linda Evans McGalla, Defendant
09/27/2022	Judgment for Plaintiff	Magisterial District Court 14-3-02	Pamela Sowden Knight, Defendant
09/27/2022	Judgment Entered	Magisterial District Court 14-3-02	Linda Evans McGalla, Defendant
09/27/2022	Judgment Entered	Magisterial District Court 14-3-02	Pamela Sowden Knight, Defendant
09/12/2022	Landlord/Tenant Complaint Issued via Hand Delivery	Magisterial District Court 14-3-02	Linda Evans McGalla, Defendant
09/12/2022	Landlord/Tenant Complaint Issued via Hand Delivery	Magisterial District Court 14-3-02	Pamela Sowden Knight, Defendant
09/12/2022	Landlord/Tenant Complaint Filed	Joseph F. John	



LANDLORD/TENANT
COMPLAINT

Mag. Dist. No: MDJ-14-3-02
 MDJ Name: Honorable Daniel C. Shimshock
 Address: 1 East Church Ave
 Masontown, PA 15461
 Telephone: 724-583-1620

PLAINTIFF: NAME and ADDRESS
 Joseph F. JOHN
 104 HUNTING HILLS Rd
 GREENSBORO, PA. 15338

DEFENDANT: NAME and ADDRESS
 PAMELA SNOWDEN KNIGHT
 & LINDA EVANS (MCGALLA)
 401 N. 2ND ST.
 MASONTOWN, PA 15461

Docket No: LT-7622
 Case Filed: 9.12.22

	AMOUNT	DATE PAID
FILING COSTS	\$	1/1
POSTAGE	\$	1/1
SERVICE COSTS	\$	1/1
CONSTABLE ED.	\$	1/1
TOTAL	\$336.50	9.12.22

Pa.R.C.P.M.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment together with costs against you for the possession of real property and for:

Lease is Residential Nonresidential Monthly Rent \$ 850.00 Security Deposit \$ -0-

A determination that the manufactured home and property have been abandoned.

A Request for Determination of Abandonment (Form MDJS 334) must be completed and submitted with this complaint.

Damages for injury to the real property, to wit: FAILURE TO PAY WATER, SEWER & TRASH
 FAILURE MAINTAIN YARD AND HOUSE in the amount of: \$ 1500.00

Damages for the unjust detention of the real property in the amount of: \$ 850.00

Rent remaining due and unpaid on filing date in the amount of: \$ 850.00

And additional rent remaining due and unpaid on hearing date: unknown \$

Attorney fees in the amount of: \$

THE PLAINTIFF FURTHER ALLEGES THAT:

Total: \$ 3200.00

1. The location and the address, if any, of the real property is: 401 N. 2nd St Masontown, PA 15461

2. The plaintiff is the landlord of that property.

3. The plaintiff leased or rented the property to you ~~me~~ under whom you claim.

4. Notice to quit was given in accordance with law, or

No notice is required under the terms of the lease.

5. The term for which the property was leased or rented is fully ended, or

A forfeiture has resulted by reason of a breach of the conditions of the lease, to wit: FAILURE TO PAY RENT, WATER, SEWER & TRASH, MAINTAIN LAWN, OBEY LOCAL, STATE & LAWS AND OBEY BY THE LEASE

Rent reserved and due has, upon demand, remained unsatisfied.

6. You retain the real property and refuse to give up to its possession.

I, Joseph F. JOHN verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) relating to unsworn falsification to authorities.

I certify this filing complies with the UJS Case Records Public Access Policy.

Joseph F. John
 (Signature of Plaintiff)

The plaintiff's attorney shall file an entry of appearance with the magisterial district court pursuant to Pa.R.C.P.M.D.J. 207.1

IF YOU HAVE A DEFENSE to this complaint you may present it at the hearing. IF YOU HAVE A CLAIM against the plaintiff arising out of the occupancy of the premises, which is in the magisterial district judge jurisdiction and which you intend to assert at the hearing, YOU MUST FILE it on the complaint form at the office BEFORE THE TIME set for the hearing. IF YOU DO NOT APPEAR AT THE HEARING, a judgment for possession and costs, and for damages and rent if claimed, may nevertheless be entered against you. A judgment against you for possession may result in your EVICTION from the premises.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

