

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

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

Plaintiff,

v.

A.R. BUILDING COMPANY, INC.,

Defendant.

CIVIL DIVISION

G.D. No.

COMPLAINT IN EQUITY

Filed on Behalf of Plaintiff:

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

Counsel of Record for this Party:

Amy L. Schulman
Senior Deputy Attorney General
P.A. I.D. No. 80888

1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
(412) 565-3523

IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA

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

Plaintiff,

v.

A.R. BUILDING COMPANY, INC.,

Defendant.

CIVIL DIVISION

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry, (“Commonwealth”) and brings this action against A.R. Building Company, Inc. (“A.R. Building” or “Defendant”) and alleges the following:

INTRODUCTION

1. The Commonwealth brings this action pursuant to Pennsylvania’s Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”), to obtain permanent injunctive relief, civil penalties and restitution for Defendant’s acts and practices in violation of the Landlord and Tenant Act of 1951, 68 P.S. § 250.101, *et seq.* (“Landlord Tenant Act”), the Fair Credit Extension Uniformity Act, 73 P.S. § 2270.1 *et seq.* (“FCEUA”), as well as the Consumer Protection Law.

2. Section 201-4 of the Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain by temporary and/or permanent injunction, unfair methods of competition or unfair or deceptive acts or

practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law. 73 P.S. §§ 201-3 and 201-4.

3. Defendant engages in trade and commerce within the Commonwealth of Pennsylvania by advertising, offering for lease and leasing residential rental properties to consumers.

4. In connection with these business operations, the Commonwealth has reason to believe that Defendant has used and continues to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law. 73 P.S. § 201-3.

5. The Commonwealth believes that citizens of the Commonwealth have suffered and will continue to suffer harm unless the acts and practices complained of herein are not permanently enjoined.

JURISDICTION AND VENUE

6. This Court has original jurisdiction to hear this action pursuant to 42 Pa.C.S.A. § 931(a).

7. Venue lies with this Court pursuant to Pa.R.C.P. 1006(a)(3).

PARTIES

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

9. A.R. Building Company, Inc. is a Pennsylvania corporation with its registered place of business located at 310 Seven Fields Boulevard, Suite 350, Seven Fields, Pennsylvania 16046-4343.

BACKGROUND

10. The Pennsylvania Office of Attorney General, Bureau of Consumer Protection (“Bureau”) has received complaints from consumers alleging Defendant has engaged in unfair and deceptive acts and practices that violate and continue to violate the Consumer Protection Law, the Landlord Tenant Act, and the FCEUA.

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

12. At all times relevant and material hereto, the unfair methods, acts and practices complained of herein have been willfully used by Defendant.

FACTS

13. Defendant owns and operates approximately 20 rental complexes within the Commonwealth of Pennsylvania, including at least 12 rental complexes in Allegheny County.

14. Defendant has engaged in a pattern of unfair and deceptive acts and practices to the detriment of Pennsylvania consumers, as alleged in more detail herein.

Assessment of Security Deposit Charges

15. Defendant charges consumers security deposits ranging from approximately \$300.00 for apartments to \$600.00 for townhouses.

16. Defendant utilizes a form lease in connection with its leasing of rental properties to consumers. A representative copy of Defendant’s form lease is attached hereto as Exhibit “1.”

17. With respect to security deposit charges, Defendant’s form lease, in part, provides the following:

At time of departure tenant is responsible to leave the apartment as it was when first rented with only reasonable wear and tear excepted.

The LANDLORD shall be entitled to make charges to the tenant for any materials or labor to bring the apartment back to the condition aforesaid. **LANDLORD shall be entitled to charge tenant for such materials at 1.5 times the cost to LANDLORD with a minimum charge of \$50.00. Labor shall be charged at the rate of \$75.00 per hour. Major expenses such as repainting, carpet replacement, etc. will be charged at 1.5 times the cost to landlord.**

See, Page 18 of Exhibit "1" (emphasis added).

18. Defendant's charge of 1.5 times the cost to landlord for certain security deposit repairs (the equivalent of a 50% mark-up) is in addition to the labor costs incurred by Defendant.

19. Section 250.512 of the Landlord Tenant Act sets forth specific requirements for landlords regarding security deposits, and any attempted waiver of Section 250.512 by a tenant, by contract or otherwise is void and unenforceable. 73 P.S. §250.512(d).

20. Under the Landlord Tenant Act, a landlord shall "within thirty days of termination of a lease... provide a tenant with a written list of any damages to the leasehold premises for which the landlord claims the tenant is liable." 68 P.S. § 250.512(a).

21. When the landlord delivers the "written list of any damages," the landlord shall return the security deposit less "**the actual amount of damages** to the leasehold premises caused by the tenant." 68 P.S. § 250.512(a)(emphasis added).

22. By charging consumers a 50% mark-up for certain security deposit charges, Defendant is charging consumers more than the "actual amount of damages" to the leasehold premises.

23. According to consumer complaints, Defendant not only overcharges consumers for security deposit repairs, but also unreasonably demands payment without providing

consumers with sufficient evidence establishing the need for the repair or replacement and the actual costs assumed by Defendant.

24. For instance, one Pennsylvania consumer was billed \$1,190.40 for carpet replacement, when the *carpet installer invoice* issued to Defendant identified a charge of \$799.60 for the replacement services.

25. In another instance, after renting an apartment from Defendant for over five years, a consumer was billed approximately \$5,200.00 by Defendant for painting and carpet replacement charges.

26. When consumers dispute the legality of the 50% markup for replacement costs, Defendant advises them the mark up is permissible under the terms of the lease.

Collection of Security Deposit Charges

27. After move-out, Defendant issues threatening collection notices to consumers seeking payment of any move-out charges that exceed the amount of the consumer's security deposit and demands payment in full within 15 days. An exemplary copy of Defendant's collection notice is attached hereto as Exhibit "2."

28. The collection notice advises consumers that **"ANY UNPAID BALANCE WILL BE REPORTED TO THE CREDIT BUREAU AND WILL AFFECT YOUR CREDIT RATING IF NOT PAID WITHIN 15 DAYS."** *See*, Exhibit "2" (emphasis in the original).

29. While the collection notice is sent from Defendant, the notice directs consumers to make payment to its debt collector Resident Advocate.

30. In an older collection notice utilized by Defendant in 2019, Defendant represented to consumers that if they failed to make payment by a certain due date, the consumer's

“SOCIAL SECURITY NUMBER will be reported to the **CREDIT BUREAU** to reflect a negative impact against your Credit Rating.” A copy of this collection notice is attached hereto as Exhibit “3” (emphasis in the original).

31. The collection notice further stated:

Your ability to rent from other rental properties, your ability to obtain credit, your ability to lease, your ability to own property and possible employment will be affected by your failure to pay.

See, Exhibit “3” (emphasis in the original).

32. The notice did not offer consumers an opportunity to question Defendant regarding the amount or nature of the purported debt and states, **“DO NOT CONTACT THIS DEPARMENT CONCERNING YOUR BALANCE.”** *See*, Exhibit “3” (emphasis in the original).

33. The notice concluded by stating, ***“[T]he A.R. Building Company will not be responsible for any types of threats, harassment or illegal practices done to you, your family or your employment by a collection agency.”*** *See*, Exhibit “3” (emphasis in the original).

34. Defendant puts consumers in unfair situations, whereby consumers must either choose to make payment to Defendant for inflated repair or replacement charges or face debt collection efforts that may damage their credit rating.

35. For instance, one consumer alleged he refused to pay Defendant for security deposit charges totaling \$4,000.00, believing the charges were unfair and inaccurate. Thereafter, the consumer’s purported debt was reported to a credit reporting agency by Defendant’s debt collector.

36. While Defendant’s collection notices to consumers represent it will report any unpaid balances to a credit reporting agency by a certain date, Defendant does not report

consumers' unpaid balances to a credit reporting agency if not paid by the date identified in its collection notices.

37. Instead, Defendant refers any alleged consumer debts, including alleged unpaid debts relating to purported damages to the rental units, to its debt collector.

38. Thereafter, Defendant's debt collector takes a series of efforts to collect the alleged consumer debts. These efforts extend well beyond the date identified in Defendant's initial collection notices to consumers.

Unenforceable Lease Provisions

39. Defendant's form lease contains provisions which misrepresent to consumers Defendant's legal authority to commit certain acts and the rights and remedies granted to consumers under the Landlord Tenant Act and/or under principles of landlord tenant law in the Commonwealth of Pennsylvania.

40. For instance, Defendant's form lease represents that Defendant is authorized to do the following acts, in the event a tenant breaches the lease.

IF TENANT BREACHES THIS LEASE, LANDLORD MAY DO ANY COMBINATION OF THE FOLLOWING, IN ADDITION TO ALL OTHER REMEDIES UNDER THIS LEASE:

- A. CHARGE ALL RENT AND FEES THROUGHOUT THE TERM OF TENANCY PLUS THE CANCELATION FEE AS DESCRIBED IN THE ENDING LEASE EARLY SECTION OF THIS LEASE, AND GO TO COURT TO EVICT TENANT;
- B. ENTER UNIT BY FORCE AND REMOVE PERSONS AND/OR PROPERTY WITHOUT LIABILITY;
- C. REMOVE LANDLORD'S APPLIANCES FROM UNIT, WHETHER OR NOT UTILITIES ARE FURNISHED BY LANDLORD AND TENANT MAY NOT INSTALL SUBSTITUTE APPLIANCES;
- D. USE THE COURT PROCESS TO RECOVER ANY MONEY OWED LANDLORD UNDER THIS LEASE.

IF LANDLORD WINS IN COURT(GETS A MONEY JUDGMENT AGAINST TENANT) LANDLORD CAN USE COURT PROCESS TO TAKE TENANT'S PERSONAL GOODS, FURNITURE, MOTOR VEHICLES AND MONEY IN BANK ACCOUNTS.

See, Pages 20-21 of Exhibit "1."

41. The above provision, notably subparagraphs B. and C., misrepresent to consumers Defendant's legal authority to perform a "self-help eviction," a practice that violates the Landlord Tenant Act.

42. In addition, Defendant's lease provides that consumers must give Defendant a security interest in the consumer's personal possessions as evidenced by the following language found in the lease:

TENANT gives to LANDLORD a security interest in all furniture, equipment and goods brought upon the property.

IF TENANT BREACHES THE LEASE, LANDLORD MAY:

- a. take and HOLD these goods;
- b. place a lien upon these goods; and
- c. SELL the goods at public or private sale.

LANDLORD may then use the proceeds as payment for any money due to LANDLORD by TENANT.

The LIEN will follow the goods until the end of the LEASE, wherever the goods may be removed to. TENANT ALLOWS LANDLORD to sign any document on TENANT's behalf required to perfect this security interest as the law requires.

See, Page 21 of Exhibit "1."

43. The above provision misrepresents to consumers Defendant's ability to assume a security interest in the consumer's personal property and the process under which the consumer's personal property may be seized and sold under the distraint provisions of the Landlord Tenant Act. 68 P.S. § 250.302.

44. Further, the above provision, as written, violates tenants' rights and is fundamentally unfair insofar as there is no mention of a tenant's right to notice and an opportunity to be heard before the loss of their right to use and possess their property.

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW
OVERCHARGING CONSUMERS FOR DAMAGES

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

46. By charging tenants 1.5 times the cost of materials for security deposit repairs, which is in excess of the “**actual amount of damages**” to the rental unit, A.R. Builders is violating Section 250.512(a) of the Landlord Tenant Act. 68 P.S. § 250.512(a)(emphasis added).

47. Defendant's lease misrepresents to consumers that Defendant is authorized to overcharge consumers for certain security deposit charges, when it is not.

48. Similarly, Defendant's 50% markup for repair and replacement costs to the leasehold premises is not a proper assessment of compensatory damages for a breach of contract claim. Instead, this markup constitutes an illegal penalty.

49. Compensatory damages are intended to compensate the non-breaching party for the actual losses they suffered due to a breach and put them in the same position they would have occupied had there been no breach.

50. Defendant is entitled to charge consumers for its “actual costs” when assessing damages in connection with the security deposit process. Defendant is not entitled to a financial windfall.

51. Defendant's unfair and unauthorized security deposit billing practices have and continue to cause financial harm to consumers.

52. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii);
- b. 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, in violation of Section 201-2(4)(v);
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

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

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendant's conduct, as set forth in this Complaint, to be in violation of the Landlord Tenant Act and the Consumer Protection Law;
- B. Directing Defendant to comply with the Consumer Protection Law, and any amendments thereto;
- C. Directing Defendant to comply with the Landlord Tenant Act, and any amendments thereto;
- D. Enjoining Defendant from utilizing a lease that misrepresents to consumers Defendant's legal authority to overcharge consumers for security deposit damages;

- E. Enjoining Defendant from billing consumers for security deposit charges that are not authorized by Section 250.512(a) of the Landlord Tenant Act, 68 P.S. § 250.512(a);
- F. Directing Defendant, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint;
- G. Directing Defendant to cease any and all collection of any consumer debts, whether whole or in part, that are the result of Defendant's unauthorized billing practices, as alleged herein;
- H. Directing Defendant, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- I. Directing Defendants to pay the Commonwealth for its court costs relating to the litigation of this action; and
- J. Granting such other relief as the Court deems necessary and appropriate.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW
UNFAIR AND DECEPTIVE LEASING PRACTICES

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

54. Defendant has engaged in a pattern of unfair and deceptive conduct by utilizing a form lease that misrepresents to consumers Defendant's legal authority to commit certain acts

and the rights and protections afforded to consumers under the Landlord Tenant Act and principles of landlord tenant law, including but not limited to the provisions identified herein.

55. These unlawful provisions are not only misleading and deceptive, but they may intimidate consumers and likely deter them from exercising a right or a remedy that is legally afforded to them.

56. Defendant's lease takes advantage of a consumer's unequal bargaining power.

57. Defendant's lease is a contract of adhesion.

58. Even if Defendant does not enforce certain provisions in its lease, lack of enforcement does not cure the misrepresentations.

59. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii);
- b. 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, in violation of Section 201-2(4)(v);
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

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

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendant's conduct, as set forth in this Complaint, to be in violation of the Landlord Tenant Act and the Consumer Protection Law;
- B. Directing Defendant to comply with the Consumer Protection Law, and any amendments thereto;
- C. Directing Defendant to comply with the Landlord Tenant Act, and any amendments thereto;
- D. Enjoining Defendant from utilizing a lease that misrepresents to consumers the rights and protections afforded to them under the Landlord Tenant Act and principles of landlord tenant law;
- E. If warranted, directing Defendant, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint;
- F. Directing Defendant, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- H. Directing Defendants to pay the Commonwealth for its court costs relating to the litigation of this action; and
- I. Granting such other relief as the Court deems necessary and appropriate.

COUNT III – VIOLATIONS OF THE FAIR CREDIT EXTENSION UNIFORMITY ACT
UNFAIR AND DECEPTIVE DEBT COLLECTION PRACTICES

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

61. The FCEUA establishes what shall be considered unfair methods of competition and unfair or deceptive acts or practices with regard to the collection of debts. 73. P.S. § 2270.2.

62. Section 2270.3 of FCEUA defines a “creditor” as a “person, including agents, servants or employees conducting business under the name of a creditor and within this Commonwealth, to whom a debt is owed or alleged to be owed.” 73 P.S. § 2270.3.

63. Defendant is a “creditor” under FCEUA and is therefore subject to the prohibitions set forth therein.

64. Defendant has engaged in a pattern of unfair and deceptive debt collection practices that are strictly prohibited by the FCEUA.

65. Section 2270.4(b)(5) of FCEUA states in relevant part:

(5) A creditor may not use any false, deceptive or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this paragraph:

(v) The threat to take any action that cannot legally be taken or that is not intended to be taken.

(x) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

73 P.S. § 2270.4(b)(5)(v) and (x).

66. Section 2270.4(b)(6) of FCEUA states in relevant part:

(6) A creditor may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this paragraph:

(i) The collection of any amount, including any interest, fee, charge or expense incidental to the principal obligation, unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

73 P.S. § 2270.4(b)(6)(i).

67. Defendant violated Section 2270.4(b)(5)(v) of the FCEUA by falsely threatening consumers that it will report the consumer's purported unpaid balance to a credit reporting agency if not paid by the consumer by a certain date. 73 P.S. § 2270.4(b)(5)(v).

68. Defendant does not report the consumers' purported unpaid balances to a credit reporting agency if not paid by the consumer by the date identified in its collection notices.

69. Defendant violated Section 2270.4(b)(5)(x) of the FCEUA by falsely threatening consumers that certain negative consequences **will** occur if the consumers fail to make payment to Defendant by a certain date. 73 P.S. § 2270.4(b)(5)(x).

70. For instance, Defendant threatened consumers that:

Your ability to rent from other rental properties, your ability to obtain credit, your ability to lease, your ability to own property and possible employment will be affected by your failure to pay.

See, Exhibit "3" (emphasis added).

71. There is no guarantee that a consumer's failure to make payment to Defendant **will** automatically result in the above negative consequences.

72. Defendant violated Section 2270.4(b)(6)(i) of the FCEUA by seeking collection of security deposit charges not permitted under the Landlord Tenant Act, as alleged herein. 73 P.S. § 2270.4(b)(6)(i).

73. Defendant has utilized fear tactics to induce consumers to make payment to Defendant, including payment for unauthorized security deposit charges, as alleged herein.

74. Defendant's debt collection practices unfairly take advantage of consumers.

75. A violation of the FCEUA constitutes a violation of the Consumer Protection Law. 73 P.S. § 2270.5.

76. By violating the FCEUA, Defendant has engaged in unfair and deceptive acts and practices further prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4)(xxi) of said Law, 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)(xxi).

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring the Defendant's conduct, as set forth in this Complaint, to be in violation of the FCEUA and the Consumer Protection Law;
- B. Directing Defendant to comply with the FCEUA, and any amendments thereto;
- C. Directing Defendant to comply with the Consumer Protection Law, and any amendments thereto;
- D. Directing Defendant, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint;
- E. Enjoining Defendant from using any false, deceptive or misleading representation, in connection with the collection of any debt from consumers;

- F. Directing Defendant to cease any and all collection of any consumer debts, whether whole or in part that are the result of Defendant's unauthorized billing practices, as alleged herein;
- G. Directing Defendant, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- H. Directing Defendants to pay the Commonwealth for its court costs relating to the litigation of this action; and
- I. Granting such other relief as the Court deems necessary and appropriate.

For the Plaintiff:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 11/14/23

By:



Amy L. Schulman
Senior Deputy Attorney General
PA Attorney I.D. No. 88088

Commonwealth of Pennsylvania
Office of Attorney General
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
412-565-3523

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

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

Plaintiff,

v.

A.R. BUILDING COMPANY, INC.,

Defendant.

CIVIL DIVISION

VERIFICATION

I, Laura J. Ukmata, hereby state that I am a Senior Consumer Protection Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____

11/14/23



Laura J. Ukmata

Senior Consumer Protection Agent

Commonwealth of Pennsylvania
Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA

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

Plaintiff,

v.

A.R. BUILDING COMPANY, INC.,


Defendant.

CIVIL DIVISION

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.

Date: 11/14/23

By: 

Amy L. Schulman
Senior Deputy Attorney General
PA Attorney I.D. No. 88088

Commonwealth of Pennsylvania
Office of Attorney General
1251 Waterfront Place Mezzanine Level
Pittsburgh, PA 15222
412-565-3523

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

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

Plaintiff,

v.

A.R. BUILDING COMPANY, INC.,

Defendant.

**COMMONWEALTH'S
COMPLAINT EXHIBITS**

EXHIBIT “1”

Lease Agreement

Notice to TENANT: Under this Lease TENANT gives up certain consumers' rights. If TENANT does not meet TENANT'S responsibilities, the TENANT may lose the security deposit and other deposits and in addition be required to pay additional sums as provided for in this lease. The LANDLORD can also use the court process to remove the TENANT and sue for damages.

On **10/27/2021**, **A. R. BUILDING COMPANY** (referred to as **LANDLORD**) agrees to rent to the following person(s) hereinafter referred to as **TENANT**:

TENANT(S), OCCUPANTS, AND/OR CO-SIGNER'S NAME (indicate with the initials C.S. if Co-Signer)

Phone Number _____
Cell Phone _____
E-Mail Address _____

C.S

Occupant(s)

Vehicle(s)

Make _____ Model _____ License Plate _____

Animal(s)

Name _____ Type _____ Breed _____ Color _____ Age _____ Weight _____

1st Pet License # _____ City of License _____
2nd Pet License # _____ City of License _____

Property at _____ Unit _____ Type _____
Address _____



Utilities

In the case where LANDLORD provides natural gas to the apartment community, the rates will be as governed by the state Public Utility Commission (PUC) depending on where the property/apartment is located and will vary monthly. TENANT will pay these rates and any other charges including service charges permitted by the PUC. The payment for this service shall be included with the rent and subject to a late charge of 10% monthly of the charges made but not less than a minimum \$10 additional fee for late payment.

Where TENANT pays for heat, i.e., electric or natural gas, it is agreed that the TENANT will maintain the apartment at not less than 60 degrees Fahrenheit throughout the term of the lease. If TENANT is away at any time, TENANT must run heat at TENANT'S expense. Where TENANT pays an outside utility company for any utilities, TENANT will immediately, upon the commencement of this lease, contact the utility providers and arrange for billing of the service in TENANT'S name. There will be a \$40 per month per bill administrative charge to TENANT from LANDLORD for TENANT'S failure to put utilities in TENANTS name, in addition to TENANT'S responsibility to reimburse LANDLORD for any TENANT utilities which LANDLORD pays.

Additionally, TENANT will run the air conditioning at TENANT'S expense in order to keep air movement in the apartment and maintain a temperature of not more than 78 degrees. Mold growth occurs when there is moisture/humidity in the air and lack of air movement. Any mold growth in the apartment that is the result of TENANT'S failure to run the air conditioning will be the responsibility of TENANT to remediate.

LANDLORD shall sub-meter the apartment where possible for water and sewer usage and TENANT agrees to pay the actual usage of water and sewer for the apartment, plus an administrative fee, plus a proportionate share of the property's common area water and sewer usage. Where the apartment cannot be sub-metered, TENANT agrees pay for TENANT'S proportional share of the total cost to LANDLORD for all water and sewer usage.

LANDLORD may, at any time during the course of this lease, enter into a master or bulk arrangement for providing electricity to the property and/or TENANT'S apartment. LANDLORD shall be entitled to make a charge to TENANT for TENANT'S usage of electricity, notwithstanding any other amounts set forth in this lease. TENANT shall then pay the actual usage of electricity including, or plus, an administrative fee to LANDLORD.

TENANT must tell LANDLORD if TENANT does not live in unit for more than one week.

TENANT may not put insulation to windows, doors or other openings.

Broadband Services

If LANDLORD, in its sole discretion, determines the property can best be served by entering into a bulk services agreement with a third party for providing cable TV, internet and/or any other broadband or fiber optic services, LANDLORD has or shall have the right to enter into such agreement. LANDLORD also has the right to provide these services on a bulk basis by its own means rather than through a bulk arrangement with a carrier. TENANT has the obligation to pay LANDLORD for these services, and LANDLORD may increase, from time to time, TENANT'S monthly rent or Ancillary Services Fee for these services that LANDLORD

provides. Typically these charges are included in the Ancillary Services Fee. Broadband or fiber optic services will be provided at regular non-promotional competitive rates.

Payments

All payments including the Total Rent, utilities, facilities, fees, and/or options selected by tenant and any and all other charges are to be paid to A. R. Building Company. If sent by mail, to:

P.O. BOX 828
MARS, PA 16046

All payments must be made by any of the following methods:

1. By online payment at resident portal through property's website/portal. Debit from TENANT'S bank account initiated by TENANT through the resident portal. THIS IS THE PREFERRED METHOD OF PAYMENT.
2. By check, bank cashier check, or money order (no cash payments allowed) mailed to the address above. **Payments are NOT allowed to be made at the property rental office.** We encourage making all payments online through the property website/portal. **ANY PAYMENT MADE BY CHECK, PAPER MONEY ORDER, OR CASHIER'S CHECK IS SUBJECT TO A \$3.00 CHARGE PER CHECK.**
3. By credit card or electronic money order payment via online services subscribed to by LANDLORD and made available to TENANT.

Late fee

The Total Rent indicated on page 2 of this lease is due no later than the **2nd of the month** each and every month of the lease term, regardless of what day the 2nd of the month falls on. The rent will be considered paid on time if TENANT mails the rent to LANDLORD by U.S. Postal Service (private or other delivery is not acceptable) and the U.S. Postal Service postmarks the payment no later than the **2nd of the month**, or LANDLORD otherwise receives the rent by the **2nd of the month**. TENANT may not use personal postage meters to postmark rent payments. TENANT should refrain from using U.S. Postal Service "Forever" stamps, or stamps from stamps.com, as these types of stamps generally are not postmarked by the post office. If payment is received after the 2nd of the month and there is no postmark on the envelope, the payment will be considered late. The rent will be considered paid on time if TENANT pays online through the property website/portal and initiates payment no later than the end of the day on 2nd of the month. Any rent not mailed, paid online, or otherwise received by LANDLORD by the 2nd of the month will be considered late.

Where TENANT pays separately-billed utilities to the LANDLORD, or is billed for any other charge during the term of this LEASE, the bills are to be paid with the Total Rent and the total of the items together are to be paid by the 2nd of the month. Any amount paid that is less than the sum of the Total Rent and bills due that is not paid by the 2nd of the month will be considered late. Any balance of these amounts remaining after the 2nd of the month will result in a late fee being charged as calculated below.

TENANT will be charged a late fee equal to ten percent (10%) of the Total Rent for late payment after the 2nd of the month. If TENANT has still not paid the balance due by the 10th of the month, an additional late fee equal to five percent (5%) of the Total Rent will be charged.

Payments made are applied to outstanding balances first, then to current charges. ANY balance on TENANT account due after a payment made for less than the total balance outstanding at any point in time, not paid in full by the 2nd of the month, will be subject to the late fee charge as described above.

Collection and legal proceedings will begin for any rent not paid on time. TENANT will reimburse LANDLORD for any costs and fees incurred in collection of rent.

TENANT may not pay rent in cash. TENANT must pay by check, official bank check, money order, or online. Payments made by check, bank check or money order are subject to a \$3 charge per check.

TENANT must pay delinquent charges by some form of certified funds (money order, cashier's check).

Co-Signers

The co-signer of this lease is a person other than the TENANT who signs the lease to assure TENANT is in compliance with the lease. Each person who signs this LEASE, including all COSIGNERS, is responsible for all provisions contained in this lease. Each person who signs this lease, including all COSIGNERS, is responsible for the entire rent. This means that any single TENANT or COSIGNER can be sued for the entire rent and payment of any damages.

Security Deposit

TENANT gives to LANDLORD the amount of money shown on page 2 as a security deposit. TENANT may not use the security deposit for rent or to pay any other amount due LANDLORD.

LANDLORD, at its option, may use the security deposit, utility deposits and/or any other deposits to pay for rent, utilities, damages or necessary cleaning costs. LANDLORD will return the unused portion of the security deposit after the end of the LEASE as long as TENANT provides appropriate written notice of forwarding address.

Security deposits are deposited in an account with S & T Bank, Indiana, Pa. or another FDIC Bank. The security deposit earns no interest other than that required by state law.

LANDLORD will return the security deposit to TENANT following the end of the term on the condition that TENANT gives LANDLORD written notice of TENANT'S forwarding address. No interest will be paid unless required by state law and the TENANT requests same in writing within 30 days after the termination date of the lease. If TENANT continues to lease year after year, it is the responsibility of the tenant to request interest at the term of each lease period or interest will be forfeited for that period.

Occupants

Only TENANT(s), their children, and Occupants listed on this lease may live in the leased unit. If TENANT marries after signing the LEASE, the spouse may live with TENANT. The spouse

must sign the LEASE, provide credit information and pay LANDLORD'S normal credit report fee. A criminal background check will be run on the spouse also.

TENANT is to notify LANDLORD immediately of any changes to occupants of the apartment. Any new occupants must be approved in advance by LANDLORD, and acceptance of any new occupant is contingent upon receipt of appropriate criminal and credit check and is solely at the LANDLORD'S discretion.

LANDLORD will run appropriate criminal and credit check on any occupant children turning age 18 during the term of the LEASE.

TENANT may use the unit only as a residence. There is to be no business based in or conducted in the unit, and there is to be no entry to any apartment building or unit by anyone other than TENANT, its Occupants and visitors.

A person who has not signed the lease may not live in the unit other than dependent children and Occupants listed on this lease. A person is "living" in the unit when that person:

- a. has a telephone number listed at leased unit;
- b. receives mail at the leased unit;
- c. stays for more than 4 nights; or,
- d. there is clothing or personal property indicating that the person is not a visitor.

Credit Information / Criminal Reports

LANDLORD may check credit and criminal background information at any time during or after the term of this LEASE or if LANDLORD is due rent or damages. LANDLORD may look into TENANT'S references given in the application. If TENANT does not pay rent or other charges or balances when due, LANDLORD may report such information to credit reporting agencies.

By signing this LEASE, TENANT allows LANDLORD to check information given regarding TENANT'S credit history. TENANT allows its bank or other financial institutions to give LANDLORD, upon LANDLORD'S request, any credit information including, but not limited to, account balances.

LANDLORD may run a criminal background check on any TENANT, OCCUPANT or CO-SIGNER at any time during the term of this lease and may terminate this lease at its discretion based on the results of the report.

LANDLORD relies on all financial information given to LANDLORD about TENANT by:

- a. TENANT, occupant, or co-signer; or,
- b. Any person who signs this LEASE; or,
- c. Any person listed as an occupant on this lease; or,
- d. Any credit reporting or criminal background agency.

Fraud

TENANT hereby verifies that all information provided to LANDLORD by TENANT as required to enter into the LEASE is true and accurate. If TENANT misrepresents any information to

LANDLORD, this lease may be canceled by LANDLORD at its discretion, LANDLORD may immediately evict TENANT, and TENANT will be responsible for the rent through the time of possession of the apartment and for the Cancellation Fee as described in the Ending Lease Early section of the LEASE.

Guests

TENANT is responsible for any violation of the rules by guests. Any damages done to the leased premises or the LANDLORD'S property will be chargeable to the TENANT. TENANT is responsible for the actions of TENANT'S guests, visitors, or other occupants of the unit.

Barbeque Grills

No barbeque grills, turkey fryers, or open flame devices are permitted. Only electric grills may be used.

Conduct of TENANT

The TENANT may not do or allow any behavior in the property which is a nuisance or which creates injury to any person or property, risk of injury, loss or damage, or any criminal act. Any of this conduct is subject to commencement of eviction proceedings.

No Unauthorized Animals

TENANT, or any visitor of TENANT, may not bring or allow any animal on the property or in the unit at any time, unless previous authorized in writing by LANDLORD. Only the animal(s) identified on page 1 of this LEASE AGREEMENT is(are) authorized to occupy the unit.

A maximum of two animals per unit will be permitted. No other animals (including offspring) shall be permitted to be kept and/or cared for by TENANT on the premises at any time.

Every authorized animal at all times must comply with the rules and regulations in effect by LANDLORD. TENANT hereby acknowledges that he/she has been given those rules and regulations and agrees to abide by them as a condition of occupying this unit.

Any violation of this clause, in addition to all remedies available to LANDLORD to terminate this LEASE AGREEMENT, LANDLORD may do any or all the following:

- a. Immediately evict TENANT for violation of the LEASE AGREEMENT;
- b. Enter the unit with or without force and remove the animal;
- c. Charge TENANT double rent for the entire term;
- d. Require TENANT to pay to replace all carpeting, repair the unit, clean entire unit, clean, deodorize, and seal all floors and walls of the unit;
- e. Impose an animal rent charge and related fees for the entire term of the lease;
- f. Fine TENANT at LANDLORD'S discretion for LEASE AGREEMENT violation.

TENANT is responsible for providing LANDLORD with the following information and documents:

1. A color photo (TENANT must bring the animal to office to have the picture taken) and identifying description of the animal.
2. Attending veterinarian's name, address and telephone number.
3. Veterinary certificates of spaying/neutering, rabies and other vaccinations and inoculations as is customarily required.
4. Licensing certificates in accordance with local and state laws.

LANDLORD may engage a third party to monitor TENANT compliance with regulations in regard to animals/pets. TENANT shall cooperate with such third party and provide the information asked or be subject to a fine or charge for noncompliance at the LANDLORD'S discretion. All animal/pet records must be kept current with LANDLORD or third-party service.

TENANT is responsible for keeping LANDLORD informed of any changes to the above information.

Fee: The Tenant will pay the pet fee as stated on page 2 of this LEASE AGREEMENT. TENANT must remove all waste from the animal(s) from the property grounds immediately. LANDLORD may engage a third-party provider to take DNA samples of any animal and TENANT will comply with providing such sample. Failure to remove all animal waste will result in a \$350 fine per occurrence.

Tenants who fail to comply with any of the rules and regulations outlined in "Animal Rules and Regulations" provided at move- will be subject to an additional \$100.00 fine – per violation. Payment of fines shall be due upon TENANT'S receipt of notice. LANDLORD reserves the right to pursue eviction procedures and/or exercise any other of LANDLORD'S rights or remedies under this LEASE AGREEMENT if TENANT fails to pay fine(s) when due.

If at any time during the term of this Lease Tenant represents that a previously authorized animal is an emotional support animal (ESA), Tenant agrees to continue to pay the monthly animal fee and/or rent until Landlord agrees to accept the subject animal as an ESA. If Tenant refuses to comply with this requirement, Tenant accepts the obligation to pay to Landlord a \$100 per day fine for each day the animal fee remains unpaid following the date such fee was due in accordance with the terms of this Lease.

If at any time during the term of this Lease Tenant wishes to bring a new animal into the premises and represents that animal is an emotional support animal, Tenant shall submit an application for ESA approval prior to bringing the animal into the premises. IF TENANT BRINGS AN ESA WITHOUT WRITTEN APPROVAL FROM LANDLORD, TENANT WILL BE ASSESSED A FINE OF \$2,500, WILL BE REQUIRED TO VACATE THE APARTMENT IMMEDIATELY, WILL BE REQUIRED TO PAY ALL REMAINING RENT DUE FOR THE REMAINDER OF POSSESSION OF THE UNIT AND FOR A CANCELLATION FEE AS DESCRIBED IN THE ENDING LEASE EARLY SECTION OF THIS LEASE, AND WILL BE REQUIRED TO PAY ALL LEGAL FEES RELATED TO THE MATTER.

IN THE EVENT TENANT SUBMITS AN APPLICATION FOR AN ESA OR SERVICE

DOG AND THAT APPLICATION IS DETERMINED TO BE INVALID, TENANT AGREES THAT HE/SHE WILL VACATE THE PREMISES WITHIN 5 DAYS OF SUCH DETERMINATION BY LANDLORD, WILL PAY A CANCELATION FEE AS DESCRIBED IN THE ENDING LEASE EARLY SECTION OF THIS LEASE, AND WILL PAY A FINE TO LANDLORD OF \$5,000.

Vehicles

TENANT may not park motorcycles, boats, trailers or unregistered or disabled automobiles on the premises. TENANT may not store automobiles not in use. TENANT may not park pick-up trucks or vans with work equipment exposed to view. TENANT may not perform or make any repairs to automobiles while parked on the premises. Parking is not permitted on the streets or in the common drive areas.

TENANT is required to provide LANDLORD with identifying information of all cars parked on the property by TENANT.

LANDLORD MAY TOW, AT TENANT'S EXPENSE, ANY VEHICLE DETERMINED BY LANDLORD TO HAVE BEEN ABANDONED, STORED OR PARKED IN VIOLATION OF THIS PROVISION. ANY VEHICLE THAT DOES NOT HAVE A CURRENT INSPECTION STICKER OR CURRENT LICENSE PLATE REGISTRATION SHALL BE CONSIDERED TO HAVE BEEN ABANDONED BY TENANT AND LANDLORD SHALL BE ENTITLED TO HAVE THE VEHICLE TOWED AT TENANT'S EXPENSE ALONG WITH A SERVICE CHARGE PAYABLE TO LANDLORD of \$200.

THE RIGHT TO USE THE PARKING FACILITIES IS A LICENSE. THAT LICENSE MAY BE REVOKED BY LANDLORD IF TENANT DOES NOT PAY RENT WHEN DUE OR IS OTHERWISE IN VIOLATION OF THIS LEASE. TENANT MAY NOT USE PARKING FACILITIES ONCE LICENSE IS REVOKED. IF TENANT REFUSES TO MOVE VEHICLE(S), LANDLORD SHALL HAVE THE RIGHT TO BLOCK OR TOW THE VEHICLE(S) AT TENANT'S EXPENSE WITH NO LIABILITY TO LANDLORD IN ANY WAY.

Condition of Unit

TENANT accepts the unit and property in its present condition. The unit is in good and livable condition.

LANDLORD rents furnished apartments "as is".

Within 48 hours of taking possession of the unit, TENANT must give LANDLORD a list of defects or damages to the unit. As part of this list, TENANT must test all smoke detectors and batteries and include any problems on the list. The purpose of the list is to show the condition of the unit at the time of the lease.

Unless TENANT gives LANDLORD written notice within five days of occupancy of the discovery of any insects, bed bugs, or similar nuisances, it shall be assumed that any such insects that later appear are the result of TENANT occupancy and TENANT hereby agrees to pay the reasonable cost to remove such insects and repair the unit plus a 50% administrative fee.

If TENANT does not give LANDLORD a list of defects within the time given, TENANT thereby acknowledges that there are no defects or damages. TENANT must return the property to LANDLORD in the same basic condition as it was provided. TENANT is responsible for all damage to the property that occurs after acceptance.

Alterations and Improvements

TENANT shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of LANDLORD. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by TENANT shall, unless otherwise provided by written agreement between LANDLORD and TENANT, be and become the property of LANDLORD and remain on the Premises at the expiration or earlier termination of the Agreement.

Hazardous Materials

TENANT shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any government regulation or responsible insurance company.

Marijuana Smoking Prohibited

Notwithstanding any state law that permits the acquisition, possession or use of marijuana, TENANT, and occupants or guests, shall not smoke marijuana in the unit, in any building, or on any part of the property. Violation of this clause may result in eviction proceedings.

Abandonment

If at any time during the term of this Agreement TENANT abandons the Premises or any part thereof, LANDLORD may, at LANDLORD's option obtain possession of the Premises in the manner provided by law, and without becoming liable to TENANT for damages or for any payment of any kind whatever. LANDLORD may, at LANDLORD's discretion, as agent for TENANT, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at LANDLORD's option hold TENANT liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting. If LANDLORD's right of reentry is exercised following abandonment of the Premises by TENANT, the LANDLORD shall consider any personal property belonging to TENANT and left on the Premises to also have been abandoned, in which case LANDLORD may dispose of all such personal property in any manner LANDLORD shall deem proper and LANDLORD is hereby relieved of all liability for doing so.

Maintenance

TENANT must clean and maintain the unit. Conditions caused by TENANT'S failure to clean and maintain the unit are TENANT'S responsibility.

The following apply:

- a. **WINDOWS:** TENANT must keep windows covered with blinds, curtains, or other appropriate covering. TENANT may not use sheets, blankets, or other makeshift coverings. LANDLORD may remove them. LANDLORD will provide screens only if available. TENANT is responsible for cleaning windows.
- b. **CLOTHES:** TENANT may not hang clothes from windows or balconies.
- c. **ITEMS NOT ALLOWED:** TENANT may not have waterbeds, space heaters and hotplates. TENANT may not have refrigerators, ranges, dishwashers or air conditioners that LANDLORD did not provide.
- d. **ROOF:** TENANT may not go onto the roof of the building.
- e. **CLEANING:** TENANT must keep the unit clean and in good repair at all times. All LANDLORD equipment such as the oven and stove, refrigerator, dishwasher, garbage disposal, HVAC equipment, toilets and sinks, tubs, and washers and dryers must be used properly. TENANT is responsible for any damage to this equipment, including from improper use.
- f. **STORAGE:** TENANT may only store items in specified storage locations. LANDLORD may remove anything stored in hallways, basements, or other common areas and charge TENANT. LANDLORD is not responsible for anything removed. LANDLORD considers property of TENANT stored in common areas abandoned. NO FLAMMABLE OR HAZARDOUS OBJECTS MAY BE STORED.
- g. **CHANGES TO UNIT:** TENANT may NOT mark any surface on the premises, use picture hooks or adhesives, put holes in the walls, or make any changes of any kind to the unit.
- h. **FILTERS:** TENANT must change furnace and air conditioning filters and do other normal and routine maintenance.
- i. **WINDOW TREATMENTS:** Where LANDLORD provides window treatments, TENANT may not repair or adjust them in any way. LANDLORD does not promise that window treatments will last through the term of the LEASE or for any period of time.
- j. **LIGHT BULBS:** TENANT must replace all light bulbs within the unit.
- k. **SMOKE DETECTOR/CARBON MONOXIDE DETECTOR BATTERIES:** TENANT must replace batteries when necessary in all smoke detectors and carbon monoxide detectors in the unit. TENANT must periodically test such devices to determine they are in working order. TENANT must keep all such devices in working order at all times.
- l. **SATELLITE DISHES:** TENANT may not use or install any satellite dishes inside or outside the unit unless it is understood that TENANT will install the satellite dish in a container approved by LANDLORD. No satellite dish, or any other fixture, shall be attached to the building by TENANT. Failure to place dish in an approved container or in an approved manner, will result in a FINE OF \$150.00, which will be due and payable immediately upon discovery of illegal installation. Furthermore, upon vacating if there is any damage to the building's exterior or interior of the unit, along with any removal of any items left behind with respect to the satellite dish, TENANT will be charged the cost

of removal and repairs along with an additional administrative charge of \$150.00 upon departure.

- m. **ANTENNA:** TENANT may not install any outside antenna.
- n. **TV MOUNTS:** TENANT must repair any damage to walls caused by the installation and/or removal of any television mount. Any damage not repaired will be repaired by LANDLORD and charged to TENANT as a move-out cost.
- o. **FLAGS AND POSTERS:** TENANT may not hang or otherwise display any flag, poster, or banner on the outside of the apartment, balcony, doors or any other portion of the building outside of the apartment. With the exception of the American flag, TENANT may not hang or display any flag, poster or banner on the inside or outside of any window of the unit or apartment building.
- p. **MISCELLANEOUS:** TENANT may not bring onto the property:
 - 1. above ground swimming pools or play pools;
 - 2. sand boxes;
 - 3. portable or permanent basketball hoops;
 - 4. swing sets or gyms;
 - 5. playhouses;
 - 6. patio furniture for patios, decks or balconies that is not in good condition;
 - 7. live Christmas trees.

In addition to the above, LANDLORD may disallow the use of any equipment or appliance that, in the opinion of LANDLORD:

- 1. is unsafe; or,
- 2. would make unreasonable use of utilities, supplied by LANDLORD

This includes gas grills, turkey fryers, bottled gases, fire pits.

IF ANY PROHIBITED ITEMS ARE DISCOVERED ON THE PROPERTY, LANDLORD MAY REMOVE THEM AT TENANT'S EXPENSE.

Taxes

_____ If there shall be a business privilege tax (or any tax based on revenue or another basis other than net income) imposed by the state or municipality where the property is located, LANDLORD may, at any time during the term of this lease, add a monthly fee to cover the cost of such taxes, that will be paid by TENANT as part of normal monthly rent. That fee shall be in addition to those listed on page 2 of this LEASE and shall then increase the TOTAL RENT on page 2 of this lease by the amount of the fee.

Respect LANDLORD'S Employees

TENANT, Guest(s), Occupant(s), Co-signer(s), or Representative(s) of TENANT will at all times conduct themselves with proper and reasonable decorum. Any verbal abuse such as threatening or foul language, screaming or yelling is strictly prohibited. Any physical contact or abuse such as pushing or shoving of LANDLORD'S employees is strictly prohibited. If TENANT

acts in this manner, LANDLORD may tell TENANT to immediately vacate the premises. If TENANT does not vacate the premises, TENANT agrees such actions are cause for eviction of TENANT. LANDLORD or LANDLORD employee may also pursue criminal charges as a result of such behavior.

Entering Unit

LANDLORD may enter the unit at reasonable times, after first knocking to:

- a. show the unit to prospective TENANTS;
- b. investigate a suspected violation of the LEASE;
- c. remove major appliances;
- d. make repairs to the unit; or,
- e. any other reasonable purpose.

If TENANT does not allow LANDLORD reasonable access, LANDLORD may forcibly enter. In addition, LANDLORD will charge TENANT for repairs.

Insurance

TENANT must carry insurance for liability and protection and damage to any LANDLORD property (*Renters Insurance*). LANDLORD does not carry insurance on the contents of TENANT'S unit. LANDLORD is not responsible for any damage or loss to personal property of TENANT for any reason. Any TENANT personal property (including, but not limited to furniture, clothing, electronics, kitchen items, food, etc) damaged or destroyed by any means is the sole responsibility of the TENANT and TENANT'S insurer.

TENANT is responsible for any physical damage caused to the unit by TENANT. In the case of a fire or other major damage caused by TENANT, the full cost of repairs is the responsibility of the TENANT. TENANT is required to carry a minimum of \$100,000 of liability insurance to cover any potential damage to LANDLORD'S property. TENANT will cooperate with LANDLORD for recovery of costs from TENANT'S insurer. Any failure of insurance to adequately reimburse LANDLORD for any damage caused by TENANT, will result in the responsibility of the TENANT to pay any such shortfall to LANDLORD.

TENANT is required to provide LANDLORD with proof of required insurance, naming LANDLORD as additional insured. If TENANT fails to provide evidence of insurance, LANDLORD may charge a fee for lack of adequate insurance and force-place insurance coverage (i.e. buy a policy on behalf of TENANT) and charge TENANT the cost of such coverage.

TENANT will not get rent back or abated for damage to unit unless unit is declared to be unlivable by LANDLORD by no fault of TENANT. If the unit is unlivable due to fire or other casualty, which is not the fault of TENANT, LANDLORD may do any of the following:

- a. give TENANT money back or abate TENANT'S future rent based on the monthly rent and the number of days the unit is unlivable; the unit must be unlivable for more than 30 days for LANDLORD to consider this; LANDLORD will not give back money for the first 30 days the unit is unlivable;
- b. let TENANT move to another unit at TENANT'S expense;
- c. end this LEASE.

LANDLORD is not responsible for any property lost by TENANT as a result of fire or other casualty. TENANT will not get rent back if TENANT lives in the unit. TENANT will not get rent back if the damage is found to have been caused by TENANT.

Packages

TENANT should arrange to have delivery of all packages delivered directly to TENANT'S specific apartment and not to the property management office. LANDLORD has no obligation to accept packages on behalf of TENANT. LANDLORD may accept delivery of mail or packages for TENANT, not as a requirement or service, but strictly as a convenience to the TENANT. TENANT relieves the LANDLORD and LANDLORD employees of all responsibility for the package, and holds LANDLORD harmless and LANDLORD hereby has no liability in any way for any damage to the package or its contents or for the theft or other safeguarding of the package itself. LANDLORD reserves the right to discontinue acceptance of packages for TENANT at any time without notice.

LANDLORD may install a package delivery system or a package locker system for the benefit of TENANTS. If such a system is installed, TENANT is required to use that system and LANDLORD will not accept packages at the rental office. TENANT will follow all rules set out for use of the package delivery system. Any package not retrieved by TENANT within three days of delivery is subject to being returned to the carrier.

Intercoms

Any intercoms or automated building door locking systems are for convenience only and are not intended to be security systems.

LANDLORD does not promise that intercoms will continue to operate. If operation is interrupted for any reason, LANDLORD may either make repairs or abandon the intercom system.

Trash/Recycling

Trash must be placed outside in accordance with the directions of the LANDLORD. TENANT must place trash outside in accordance with municipal ordinances.

If TENANT violates local ordinances for removal of trash/recycling and LANDLORD is fined, TENANT must pay the fine and any costs of LANDLORD that result from TENANT'S actions.

TENANT must remove all garbage as it accumulates, stored outdoors in the appropriate containers and placed for pick-up when scheduled. Garbage may not be kept in closets, hallways, basements, etc. If TENANT abandons property on the premises, TENANT must pay the cost for removal.

Trash cannot be set outside, on patios or decks or in common areas of buildings where trash and recycle dumpsters exist. Trash must be taken to the dumpsters on a regular basis.

Trash is to be placed inside dumpsters or compactors, and not on the ground next to them. Anyone found to be disposing of trash improperly, including leaving trash on the ground next to

dumpsters or compactors, will be fined at the discretion of management, but in an amount no less than \$75 per occurrence.

Trash dumpster and compactor areas may be monitored by cameras 24 hours per day.

If the property offers valet trash service, the rules outlined by LANDLORD must be strictly followed in regard to using that service. Any violation of the valet trash rules as set out by LANDLORD will result in a fine (or fines for multiple violations) at LANDLORD'S discretion. The valet trash container provided by LANDLORD is considered a fixture of the apartment and, upon moving out, TENANT must leave the trash container. TENANT will be charged on move-out if the container is not left in the apartment.

Snow/Ice

TENANT must clear walkways and driveways. LANDLORD will not remove snow and ice.

Fitness Center/Swimming Pool/Clubhouse/Recreational Facilities

At properties where these facilities are provided, the LANDLORD retains the right, at any time, to close these facilities temporarily or permanently and/or dismantle them, which shall not result in a lease termination or rent adjustment. The hours of operation and persons entitled to use the facilities are strictly at the discretion of the LANDLORD and LANDLORD has the right to modify hours or days or operation of the facilities at any time with no notice. Only named TENANTS, their children if age-appropriate and OCCUPANTS are entitled to the use of these facilities. No guests are permitted except under certain circumstances, which can be reviewed with management. In those few instances where guests are permitted, a guest fee must be paid and the TENANT is responsible for the conduct and behavior of the guest. Any abuse of these facilities by any TENANT or OCCUPANT or their immediate family or guests, which resides in the apartment will result in the immediate termination of the right to use such facilities and subject the named TENANT to any and all damage costs together with a 15% overhead added. TENANTS recognize that these facilities will have cameras which record 24 hours per day. No smoking and no drinking is permitted in or on these facilities. Loud behavior and/or inappropriate attire will also be cause for termination of the right to the use of these facilities.

The use of any of these facilities will be at the risk of the person using same. TENANT/Occupants and any and all users of this facility for himself/herself hereby assume all liability for any injuries or damages sustained by those using these facilities and hereby indemnify and hold the LANDLORD harmless from any and all such claims, causes of action or potential liability, including costs to defend any claims.

Swimming pools are open according to a schedule posted by LANDLORD. The schedule of operating days or hours may be changed at any time by LANDLORD with no adjustment to rent or fees. ALL TENANTS SWIM AT THEIR OWN RISK. NO LIFEGUARDS ARE PROVIDED.

If facilities are closed due to malfunction, LANDLORD will make reasonable efforts to fix and reopen as soon as possible. However, LANDLORD is not responsible for delays beyond LANDLORD'S control.

TENANT/Neighbor Relations

TENANT may not make noise which disturbs other TENANTS or neighbors or property management or staff. TENANT may not have any large gatherings. TENANT may not engage or allow any unlawful activity on the premises or in the unit.

LANDLORD will make reasonable efforts to cause neighboring TENANTS to conduct themselves reasonably. However, LANDLORD is not responsible for parties, noise, loud music, or similar noise from other units or the actions of other TENANTS, including criminal activity. TENANT agrees to conduct themselves in a reasonable manner so as not to disturb other TENANTS.

If TENANT is affected by any of the above-mentioned activities at times other than the property's office business hours, LANDLORD encourages TENANT to contact appropriate local authority immediately.

Locks & Keys

TENANT may not change, add to or modify the locking of the unit without written permission of LANDLORD. If TENANT changes or adds locks or barriers, LANDLORD may break and enter to change the locks back. TENANT must pay for the cost of changing all locks back and for any damages TENANT'S locks cause.

TENANT must keep building and apartment door locked. TENANT is satisfied with the building security as is. TENANT may not give anyone else a key.

In the event the TENANT has lost the key to the apartment or gets locked out, it shall be the obligation of the TENANT to call a locksmith if after hours. TENANT must supply LANDLORD with a replacement key in the event the lock has been changed. TENANT is responsible for any and all charges incurred by locksmith. The LANDLORD will not provide key service during the weekend or after regular daily hours. During regular maintenance hours, if TENANT has lost or misplaced keys, and LANDLORD has to open the apartment or supply new keys, TENANT must pay for the cost of getting into the unit and/or replacement of locks and keys. LANDLORD will charge TENANT a \$25.00 fee in addition to any other cost, if LANDLORD helps TENANT gain access to the unit. The inability of TENANT to gain access to unit is not considered an emergency. LANDLORD has no obligation to assist TENANT in gaining access to the unit.

Subletting

TENANT may not lease, or sublet, the unit to anyone else under any circumstances.

Ending Lease Early

TENANT may end the lease any time by giving LANDLORD written notice at least 60 days in advance, with a termination to be effective on a month-end day after the 60th day. For example, for a notice given on March 20th, the termination date of the Lease will be May 31st. TENANT will be responsible for all normal monthly charges through the termination date. TENANT must also pay a Cancellation Fee of **\$5100** plus any rent or other charges due prior to the end date. Any and all concessions that accompany this lease such as free rent, discounted rent, reward coupons, reduced rent for a period of time, one month free, waived fees, etc., must be repaid

to LANDLORD in full along with the cancellation fee. For example, if the first month's rent was waived as a concession at lease signing and the Total Rent is \$600, that amount will be added to, and considered part of, the cancellation fee that is due, and must be repaid to LANDLORD. The cancellation fee is not rent in any way.

TENANT must leave the unit by the end date. TENANT must pay rent, pay utilities, clean the dwelling and comply with all LEASE terms until the end date.

Leaving Unit

TENANT may not leave the unit permanently during the term of the LEASE. This means TENANT may not remove most of the TENANT'S furniture or belongings.

If TENANT leaves the unit permanently during the term of the LEASE, LANDLORD may take possession of the unit and its contents. LANDLORD may throw out the contents and re-rent the unit without responsibility to TENANT.

If LANDLORD sells the contents, TENANT will get money back for the amount LANDLORD receives, less the cost of removal and sale. TENANT must still pay the rent up to the date that management becomes aware that the unit has been abandoned, plus the cancelation fee as described in the Ending Lease Early section of this LEASE.

IF TENANT LEAVES THE UNIT PERMANENTLY, TENANT WILL LOSE THE SECURITY DEPOSIT AND WILL BE SUBJECT TO THE PAYMENT OF RENT, OTHER CHARGES AND CANCELANATION FEE AS DESCRIBED ABOVE, TOGETHER WITH COURT COSTS AND ATTORNEY'S FEES.

End of Term

TENANT must vacate the unit by noon on the expiration date of this lease.

TENANT must notify LANDLORD at least sixty (60) days prior to the end of this LEASE term if TENANT intends to vacate the unit at maturity of the LEASE. Alternatively, if TENANT signs a new lease to remain in the unit at least sixty (60) days prior to maturity, no other notice or action is required. Failure to provide notice to vacate or to sign a new lease at least sixty days in advance of expiration will result in a fee charged to TENANT.

During the notice period of move-out, generally the last sixty (60) days of the lease term, LANDLORD may advertise and show the unit to prospective TENANTS during the day and evening hours. TENANT must keep the unit in clean and neat condition during that time. LANDLORD will try to tell TENANT before showing the unit, but may show the unit without notice.

TENANT must return all apartment keys, mailbox keys, garage door openers and all access cards and key fobs. Failure to return any of the mentioned items above will result in a charge for each item.

Any damages to walls or painting beyond normal wear and tear, is the responsibility of the TENANT.

Repairs due to damage from excess cigarette smoke in the unit will be charged to TENANT.

TENANT must remove all items from unit, clean thoroughly and make all necessary repairs.

At time of departure tenant is responsible to leave the apartment as it was when first rented with only reasonable wear and tear excepted.

The LANDLORD shall be entitled to make charges to the tenant for any materials or labor to bring the apartment back to the condition required as aforesaid. LANDLORD shall be entitled to charge tenant for such materials at 1.5 times the cost to LANDLORD with a minimum charge of \$50.00. Labor shall be charged at the rate of \$75.00 per hour. Major expenses such as repainting, carpet replacement, etc. will be charged at 1.5 times the cost to the LANDLORD.

The TENANT agrees to leave the apartment in the condition as aforesaid and if not, pay the LANDLORD in accordance with this provision.

TENANT agrees to pay a carpet cleaning fee, in addition to any of the above charges, when notice to vacate is given.

Month-to-Month Tenancy

At the end of the LEASE, TENANT may ask LANDLORD to extend the LEASE on a month-to-month basis. The LANDLORD will have no obligation to do so. If the LANDLORD extends the term on a month-to-month basis, LANDLORD or TENANT may cancel upon not less than thirty (30) days prior written notice to the last day of the next month. The rent plus an additional short-term fee will be as agreed on by the parties and a separate addendum will be attached. Month-to-month tenancy at the end of a lease term will only continue for six (6) months. At the end of six months, a new lease must be signed.

RESPONSIBILITIES OF THE LANDLORD

Repairs and Maintenance

LANDLORD will do normal and routine maintenance to keep the unit in the same basic condition as it was when first rented.

LANDLORD will assess the condition of the paint in each unit and will at its sole discretion determine the need for periodic repainting. Units will not be repainted on less than a 48-month frequency.

LANDLORD is not responsible for conditions caused by TENANT such as carpet stains or items broken by accident or misuse. LANDLORD is not responsible for acts of vandalism.

LANDLORD is not responsible for food damaged by a malfunction of refrigerator or stove.

TENANT shall immediately report to LANDLORD any instances of insects, pests or similar nuisances and TENANT will take steps necessary to control and limit those pests. TENANT shall immediately report to LANDLORD any damage caused to the unit by TENANT or TENANT's guests. Repairs will be made by LANDLORD and charged to TENANT with materials at 1.5 times the cost to LANDLORD with a minimum charge of \$50.00. Labor shall be charged at the rate of \$75.00 per hour.

LANDLORD provides maintenance service for emergencies only at times other than normal office hours. Emergencies typically are limited to fire, water intrusion, no heat in winter, clogged toilet in one bedroom apartments. All non-emergency matters are to be reported during office

hours only. LANDLORD will impose a charge for call-out of maintenance staff for non-emergencies during non-business hours.

LANDLORD IS NOT RESPONSIBLE FOR INJURY OR DAMAGE FROM ICE, WATER, RAIN, SNOW OR ANY CONDITION CAUSED BY BUILDING'S ELECTRICAL AND MECHANICAL SYSTEMS.

Laundry Facilities

LANDLORD does not promise that LANDLORD will continue to provide laundry machines. LANDLORD may change laundry and dryer prices and/or times without notice.

LANDLORD may change the laundry room systems at any time or change to cold-water wash.

LANDLORD may lease the laundry machines. LANDLORD is not responsible for damage caused by leased or owned machines. If machine is leased and TENANT wishes to make a claim, TENANT must bring claim for damage caused by the machine directly to or against the leasing company not to or against LANDLORD.

Damage to Unit

If unit is not left in the same basic condition as leased, LANDLORD will charge TENANT for cleaning and/or repair.

If the unit needs repair, LANDLORD may repair and charge TENANT. LANDLORD will tell TENANT when repairs are made. TENANT must pay for work or repairs within 10 days.

TENANT will be responsible for amounts that exceed the security deposit including unpaid rent.

LANDLORD shall be entitled to a service and administrative charge in carrying out any responsibilities that the TENANT has ignored. That charge shall be a reasonable fee based upon a minimum charge of \$25 and a labor charge not to exceed \$50 per hour.

Failure to Obey Laws

If TENANT violates any law while using the property and LANDLORD is fined, TENANT must pay the fine and any costs incurred by LANDLORD. Such action, or the violation of any law regardless of costs or fine, may result in commencement of eviction action against TENANT.

Failure to Maintain Heat or Air Conditioning

The TENANT is required to maintain a heat temperature of not less than 60 degrees in the lease premises, and an air conditioning temperature of not more than 78 degrees. In the event that because of a malfunction it is impossible to maintain this temperature level, TENANT is required to notify LANDLORD at once so as to prevent damage to the apartment and in the event damage occurs because TENANT has not carried out its responsibilities, all damages shall be paid for by TENANT along with an administrative and service charge.

Failure to Follow Procedure at the end of Term

If TENANT does not leave at the end of the LEASE, TENANT must pay:

- a. rent at DOUBLE THE TOTAL RENT. Such rent to be charged in not less than one month increments;
- b. a \$50.00 surcharge;
- c. all other damages; and
- d. all costs and legal fees of LANDLORD caused by TENANT not leaving as agreed.

LANDLORD may also treat a TENANT who stays past the end date as a TENANT for another term with the standard rate increase. Nothing in this paragraph shall prevent LANDLORD from pursuing legal action including eviction, trespassing, and breach of contract against TENANT for failure to vacate.

LANDLORD rights if TENANT breaks this lease

Breach of the Lease

TENANT breaches (violates) the LEASE when:

- a. TENANT does not pay rent when due;
- b. TENANT does not do something required of TENANT; or,
- c. TENANT does any act that TENANT is not allowed to do under this LEASE.

LANDLORD Remedies

IF TENANT BREACHES THIS LEASE, TENANT MUST PAY ALL RENT TO THE END OF THEIR TENANCY ALONG WITH THE CANCELANATION FEE AS DESCRIBED IN THE ENDING LEASE EARLY SECTION OF THIS LEASE, AND OTHER SERVICES AND FACILITIES SUBSCRIBED TO THROUGHOUT THE TERM OF THIS LEASE. IN THE EVENT THAT THIS LEASE IS TERMINATED EARLY BY TENANT WHETHER BY CANCELANATION OR OTHERWISE, TENANT AGREES TO PAY BACK TO LANDLORD ANY AND ALL DISCOUNTS OR INDUCEMENTS THAT LANDLORD HAS PROVIDED TO TENANT IN CONSIDERATION OF THE EXECUTION OF THIS LEASE. FOR EXAMPLE, IF FREE RENT WAS GIVEN TO TENANT, IT SHALL BE REPAID. IF THE FIRST GIVEN NUMBER OF MONTHS WERE AT A REDUCED RENT AND THE BALANCE AT A HIGHER RENT, TENANT WILL REIMBURSE LANDLORD FOR THE REDUCED MONTHLY PAYMENTS AS THOUGH THE SAME HAD BEEN AT THE HIGHER RENT DURING THE LAST PART OF THE LEASE. IF RENT REWARD COUPONS WERE GIVEN AND USED, TENANT WILL REIMBURSE LANDLORD FOR THE TOTAL USED.

IF TENANT BREACHES THIS LEASE, LANDLORD MAY DO ANY COMBINATION OF THE FOLLOWING, IN ADDITION TO ALL OTHER REMEDIES UNDER THIS LEASE:

- A. CHARGE ALL RENT AND FEES THROUGH THE TERM OF TENANCY PLUS THE CANCELANATION FEE AS DESCRIBED IN THE ENDING LEASE EARLY SECTION OF THIS LEASE, AND GO TO COURT TO EVICT TENANT;
- B. ENTER UNIT BY FORCE AND REMOVE PERSONS AND/OR PROPERTY WITHOUT LIABILITY;

- C. REMOVE LANDLORD'S APPLIANCES FROM UNIT, WHETHER OR NOT UTILITIES ARE FURNISHED BY LANDLORD AND TENANT MAY NOT INSTALL SUBSTITUTE APPLIANCES;
- D. USE THE COURT PROCESS TO RECOVER ANY MONEY OWED LANDLORD UNDER THIS LEASE.

IF LANDLORD WINS IN COURT (GETS A MONEY JUDGEMENT AGAINST THE TENANT), LANDLORD CAN USE COURT PROCESS TO TAKE TENANT'S PERSONAL GOODS, FURNITURE, MOTOR VEHICLES AND MONEY IN BANK ACCOUNTS.

No Notice Before Eviction or Termination

PENNSYLVANIA LAW PROVIDES UNDER THE LANDLORD AND TENANT ACT OF 1951, 68 Pa.C.S.A. §250.501 THAT A LANDLORD MUST GIVE NOTICE TO A TENANT BEFORE EVICTING TENANT. TENANT GIVES UP THE RIGHT TO NOTICE BEFORE EVICTION AS PERMITTED BY PENNSYLVANIA LAW.

TENANT ALSO GIVES UP ANY OTHER RIGHTS UNDER THE LAW FOR NOTICE UPON END OF THE LEASE OR A TERM AS PERMITTED BY PENNSYLVANIA LAW.

IF THE PREMISES IS LOCATED IN A STATE OTHER THAN PENNSYLVANIA, THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THAT STATE.

IF THE PREMISES IS LOCATED IN LOUISIANA: **WAIVER OF NOTICE:** TO THE EXTENT ALLOWED BY LAW, YOU SPECIFICALLY WAIVE THE REQUIREMENT OF THE FIVE DAY NOTICE TO VACATE AS SET FORTH IN THE REVISED CIVIL CODE OF THE STATE OF LOUISIANA AND UNDER THE CODE OF CIVIL PROCEDURE AS THEY MAY BE AMENDED.

Balance Due on Eviction

IF TENANT is evicted for any reason, in addition to any balance of rent or fees due upon eviction, TENANT will also be responsible for the Cancellation Fee as described in the Ending Lease Early section of this LEASE, such amount due in total at the time of eviction.

Security

TENANT gives to LANDLORD a security interest in all furniture, equipment and goods brought upon the property.

IF TENANT BREACHES THE LEASE, LANDLORD MAY:

- a. take and HOLD these goods;
- b. place a lien upon these goods; and,
- c. SELL the goods at public or private sale.

LANDLORD may then use the proceeds as payment for any money due LANDLORD by TENANT.

The LIEN will follow the goods until the end of the LEASE, wherever the goods may be removed to. TENANT ALLOWS LANDLORD to sign any document on TENANT'S behalf required to perfect this security interest as the law requires.

Litigation, Legal Fees and Expenses

If LANDLORD brings a legal action against TENANT for breach of this LEASE, TENANT must pay LANDLORD'S legal fees and expenses. TENANT must also pay \$50.00 per hour and .50 cents per mile for the time of LANDLORD or its personnel.

Furthermore, if TENANT sues LANDLORD and such suit is not authorized under this LEASE, TENANT must pay all legal and other defense costs of LANDLORD.

In the event of any litigation between LANDLORD and TENANT, both parties waive their right to a jury trial.

Dispute Over Charges

LANDLORD may do work which is the responsibility of TENANT and charge TENANT at 150% of the cost of such work. If TENANT denies responsibility for the work, TENANT should first pay the charge and may then make a claim for a refund.

No Suits for Damages to Others

If TENANT is sued for damages suffered by:

- a. any other person living on the property;
- b. guests;
- c. visitors; or
- d. others invited on the property by TENANT.

TENANT may not sue LANDLORD to collect all or any part of those damages. TENANT also may not bring LANDLORD into any legal action in which someone else sues TENANT.

Punitive Damages / Class Action

TENANT and LANDLORD agree that neither shall file an action against the other for punitive damages but be limited only to a claim for actual damages. Neither LANDLORD or TENANT shall file or participate in a class action suit regarding any matters that occurred during TENANT'S occupancy.

Limitation of Liability

TENANT agrees that the maximum liability for any claim or series of claims arising from TENANT's occupancy of the apartment shall be limited to a maximum of \$25,000 against the LANDLORD or any owner or management company, which shall be considered as one for this purpose. This limitation on liability shall relate to the terms of the TENANT'S occupancy and will not be cumulative. This limitation of liability shall be all-inclusive, meaning that it covers any claim TENANT may make and shall continue as long as the statute of limitations applies and, among other matters, shall include claims for pollution, mold, legionella, any irritant, contaminate, smoke, soot, vapors, fumes acids, chemicals, medical waste, etc. Any claim that TENANT may make against LANDLORD must be made within 30 days of departure from the premises, no claims may be made after that time.

Release of Liability for Medical Condition(s)

TENANT agrees not to make any claim or file a lawsuit or take any other action against LANDLORD in regard to the actual or alleged contraction of a disease or medical condition as a result of residing at this apartment complex. This includes but is not limited to claims arising from Covid19, Mold, Legionella, or any other illness or disease allegedly contracted at the apartment, apartment building or apartment complex, and/or any of its facilities such as clubhouse, fitness centers, swimming pools or any other area of the property.

Miscellaneous

Unenforceable Terms

If any clause or portion of this LEASE is found to be unenforceable or illegal, that clause or portion will have no effect. However, the rest of the LEASE will continue to be enforceable.

Prior TENANT

LANDLORD assumes that the prior TENANT leasing the unit will have left on the end date of that TENANT'S lease. If the TENANT did not leave, LANDLORD will not be responsible to TENANT. TENANT'S *only remedy will be to cancel the lease if the prior TENANT does not leave within 12 hours of the time to leave.*

This is a Plain Language Lease

LANDLORD has made its best attempt to make this LEASE comply with the Pennsylvania Plain Language Consumer Contract Act, 73 Pa.C.S.A. §2205. If TENANT does not understand any part of this LEASE, TENANT should not sign this LEASE until either:

- a. an attorney explains it to TENANT; or,
- b. TENANT gets a satisfactory written response from LANDLORD.

THIS PRINTED LEASE MAY NOT BE CHANGED BY THE TENANT. ANY CHANGES MADE BY TENANT WILL HAVE NO EFFECT. EXECUTION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN ACCEPTANCE OF ANY TENANT HANDWRITTEN CHANGES.

TENANT HEREBY ACKNOWLEDGES THAT THIS LEASE HAS BEEN EXECUTED IN DUPLICATE AND TENANT HAS BEEN FURNISHED A COMPLETE COPY, AND HAS READ AND UNDERSTANDS ALL PROVISIONS OF THIS LEASE, AND LANDLORD HAS RETAINED A COPY.

TENANT(S) CO-SIGNER(S) and LANDLORD sign this document intending to be legally bound by it:

TENANT:	_____	DATE:	_____
(signature)			
TENANT:	_____	DATE:	_____
(signature)			
TENANT:	_____	DATE:	_____
(signature)			
TENANT:	_____	DATE:	_____
(signature)			
CO-SIGNER:	_____	DATE:	_____
(signature)			
CO-SIGNER:	_____	DATE:	_____
(signature)			
CO-SIGNER:	_____	DATE:	_____
(signature)			
CO-SIGNER:	_____	DATE:	_____
(signature)			

FOR THE LANDLORD:	
A. R. BUILDING COMPANY:	BY: _____
	DATE: _____

DATE LEASE SIGNED: _____

Home office use only:

Signed Properly	_____	Credit Report Attached	_____
Dated	_____	Rent Verified	_____
Figures Correct	_____	Checklist Completed By:	_____ (initials)

DocuSigned by: October 2021
[Redacted Signature]
D3KZ74CE2713A4AC

DocuSigned by:
[Redacted Signature]
ABB7FE2A499C4AE

EXHIBIT “2”

Oakridge Estates
112 WIM Turkey Dr
Greensboro, PA 15601-9340

02/09/2023



Thank you for choosing our company for your home during the past lease period. Attached is your final account statement, which shows the condition of the apartment as well as the final charges to your account that result in:

A balance due of \$3005.56. Please make your final payment within 15 days of the date of this letter. As required, we must notify you that the unpaid balance will be reported to the credit bureaus and will affect your credit rating if it is not paid. Please remit payment to the address below or pay online by visiting www.pennmyra.com. For payment questions contact 866-438-3492 or RA@myresidentadvocate.com.

A.R. Building Company
c/o Oakridge Estates 605
14910 North Dale Mabry Highway, Suite 340395
Tampa, Florida 33694

Management reserves the right to make charges even after the return of your security deposit in the event damage to the apartment or carpet is discovered which is attributable to your occupancy or any outstanding monies that are owed.

ANY UNPAID BALANCE WILL BE REPORTED TO THE CREDIT BUREAUS AND WILL AFFECT YOUR CREDIT RATING IF NOT PAID WITHIN 15 DAYS.

If you should have any questions or concerns, please feel free to contact 866-438-3492 or RA@myresidentadvocate.com.

Sincerely,

A.R. Building Company

Enclosure



EXHIBIT “3”

LEGAL ACTION DEPARTMENT
A. R. BUILDING COMPANY
P.O. BOX 828
MARS, PA. 16046

8/2/2019

Location: Brookside Apartments

Amount Due: \$1918.88

If your payment is not received by FRIDAY, AUGUST 30, 2019 your Social Security Number will be reported to the CREDIT BUREAU to reflect a negative impact against your Credit Rating.

Your ability to rent from other rental properties, your ability to obtain credit, your ability to lease, your ability to own property and possible employment will be affected by your failure to pay.

Also, all signers of the lease will have their Social Security Number given to the "HUNTER-WARFIELD COLLECTION AGENCY".

**The A. R. Building Company will not be responsible for any types of threats, harassment or illegal practices done to you, your family or your employment by a collection agency.*

DO NOT CONTACT THIS DEPARTMENT CONCERNING YOUR BALANCE

Payment Coupon-PLEASE USE THIS ADDRESS FOR PROPER CREDIT

Mail payment to: Legal Action @ Legal Action Department P.O. Box 828 Mars, PA 16046

Name: [REDACTED]

ID #: [REDACTED]

Location: Brookside Apartments B06

Amount Due: \$1918.88

EXHIBIT
3