

ALLEGHENY COUNTY HEALTH DEPARTMENT  
ADMINISTRATIVE HEARING

JEFFREY WOODARD, JUDY HUANG, : In re: 519 Francis Street, First Floor,  
ANGELA HUANG PENG YUN, TONY : Pittsburgh, PA 15219  
YANG, : Docket no. ACHD-20-012  
: :  
Appellants, : Copies Sent To:  
: Jeffrey Woodard (Property Manager)  
v. : jdwa12@gmail.com  
: :  
ALLEGHENY COUNTY HEALTH : Vijya Patel, Esq. (Counsel for ACHD)  
DEPARTMENT, : 301 39<sup>th</sup> Street, Building 7  
: Pittsburgh, PA 15201  
Appellee. : :  
: Tamia Pringle (Representative for Former  
: Tenant Anton Rumph)  
: Tamiapringle@gmail.com

**DECISION AND ORDER OF THE ALLEGHENY COUNTY HEALTH  
DEPARTMENT HEARING OFFICER**

**I. INTRODUCTION**

At issue in this case is whether the Allegheny County Health Department (“ACHD”) properly determined that an apartment unit was unfit for human habitation, and thus whether the unit’s tenant may recover six months’ worth of rent payments he paid into escrow. On July 3, 2019, Anton Rumph (“Mr. Rumph”) moved into the first floor unit of 519 Francis Street (the “Property”) in Pittsburgh’s Hill District neighborhood. The Property is owned by Tony Yang and Angela Huang Peng Yun (collectively the “Owners”) and is managed by Jeffrey Woodard (“Mr. Woodard”).

On September 5, 2019, the ACHD inspected the first floor unit of the Property and determined it was unfit for human habitation. Based on this

determination, the ACHD allowed Mr. Rumph to enter into a rent withholding program pursuant to Pennsylvania's City Rent Withholding Act of 1966, PL. 1534, No. 536. Under the City Rent Withholding Act, the tenant makes six months of rental payments into an escrow account. The money accrued in escrow over these six months is paid to the landlord if the dwelling is certified as fit for human habitation at any time within six months from the date on which the dwelling was certified as unfit for human habitation. However, if at the end of six months, the dwelling has not been certified as fit for human habitation, the money in escrow is returned to the tenant.

On March 6, 2020, when the six month rent withholding period ended, the ACHD conducted a reinspection of the Property and determined that a violation for rodent infestation remained. The ACHD therefore found that the money that Mr. Rumph had paid into escrow should be returned to him, rather than to the Owners. Mr. Woodard then filed an appeal on behalf of the Owners, challenging the ACHD's determination that the Property was unfit for human habitation.

After reviewing the evidence and position statements submitted by the parties, this tribunal finds that Appellants have failed to meet their burden of proving by a preponderance of the evidence that the ACHD wrongly determined that the first floor unit of the Property was unfit for human habitation. Rather, this tribunal finds that the ACHD appropriately determined that the rental payment accrued in escrow account # 7907 should be returned to Mr. Rumph. Therefore, Appellants' appeal is **DISMISSED**.

## II. EVIDENCE

The following exhibits were submitted by Appellants:<sup>1</sup>

- A: Invoice from Valiant Pest Defense
- B: Invoice from Valiant Pest Defense
- C: Correspondence between Chris Zeiler of the ACHD and Appellants
- D: Correspondence between Patrick Stokes of the ACHD and Appellants
- E: Correspondence between Patrick Stokes of the ACHD and Appellants
- F: Correspondence between Chris Zeiler of the ACHD and Appellants

The following exhibits were submitted by the ACHD:

- D1: Notice of Appeal and Attached Exhibits
- D2: Letters from Lori Horowitz of the ACHD to Appellants and Tenant
- D3: Inspection Report, Dated August 23, 2019
- D3A: Letter from Patrick Stokes to Appellants, dated September 6, 2019
- D4: Letter from Patrick Stokes to Anton Rumph
- D5: Inspection Report, Dated November 13, 2019
- D5A: Letter from Chris Zeiler to Appellant Angela Huang Peng Yun
- D6: Inspection Report, Dated November 27, 2019
- D6A: Letter from Chris Zeiler to Appellant Angela Huang Peng Yun
- D7: Inspection Report Dated February 19, 2020
- D7A: Letter from Chris Zeiler to Appellant Angela Huang Peng Yun
- D8: Inspection Report Dated March 6, 2020
- D8A: Letter from Chris Zeiler to Appellant Angela Huang Peng Yun
- D9: Memo to File
- D10: Memo to File
- D11: Memo to File
- D12: Memo to File

## III. FINDINGS OF FACT

The following facts are established:

- 1) Tony Yang and Angela Huang Peng Yun (collectively the “Owners”)<sup>2</sup> own property at 519 Francis Street, Pittsburgh, PA 15219 (the “Property”). (Hearing Transcript (“H.T.”) at 16).
- 2) Jeffrey Woodard (“Mr. Woodard”) is the property manager for the Property. (H.T. at 3-4).

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<sup>1</sup> All of Appellants’ Exhibits are catalogued in the ACHD’s Exhibit D1.

<sup>2</sup> Tony Yang, Angela Huang Peng Yun, Judy Huang and Jeffrey Woodard are referred to collectively in this Administrative Decision as “Appellants.”

- 3) On July 3, 2019, Anton Rumph (“Mr. Rumph”) moved in as a tenant on the first floor unit of the Property. (H.T. at 47).
- 4) On September 5, 2019, the ACHD found that the first floor unit of the Property was unfit for human habitation, based on five Class 3 violations. (Ex. D3; H.T. at 32-33).
- 5) Based on its determination that the first floor unit of the Property was unfit for human habitation, the ACHD allowed Mr. Rumph to enter into a rent withholding period and pay his monthly rent payments into escrow account # 7907 for a six-month period. (Exs. D3, D4; H.T. at 32-33).
- 6) Mr. Rumph made six months’ worth of rent payments into escrow account # 7907. (Ex. D2).
- 7) The rent withholding period ended on March 5, 2020. (H.T. at 37).
- 8) On March 6, 2020, Patrick Stokes (“Mr. Stokes”) of the ACHD conducted a re-inspection of the first floor unit of the Property. (H.T. at 37).
- 9) At the March 6, 2020 re-inspection, the ACHD found that a Class 3 violation for rodent infestation remained at the first floor unit of the Property, and determined that the money that Mr. Rumph had paid into escrow account # 7907 should be returned to Mr. Rumph. (Exs. D1, D2, D8; H.T. at 37-38).
- 10) On April 6, 2020, Mr. Woodard filed an appeal of the ACHD’s determination on behalf of the Owners.
- 11) On September 4, 2020, an administrative hearing was held in this matter.

#### **IV. DISCUSSION**

##### **A. Burden of Proof**

Pursuant to ACHD Rules and Regulations, Article XI (Hearings and Appeals) § 1105.C.7(b), the appellant bears the burden of proof in an administrative appeal when the ACHD denies a certification. To prevail in its appeal, Appellants must

prove by a preponderance of the evidence that the ACHD wrongly determined that the Property should not be certified fit for human habitation

### **B. Relevant Regulations**

ACHD Rules and Regulations Article VI, Housing and Community Environment, (“Article VI”) § 615 states that a property is “Unfit for Human Habitation” when “one (1) Class 1, or two (2) Class 2 and one (1) Class 3, or one (1) Class 2 and three (3) Class 3, or five (5) Class 3 violations” are found. (*See* Article VI § 615; H.T.at 21-22). Under the City Rent Withholding Act, when a dwelling is certified unfit for human habitation, tenant shall continue making rental payments into an escrow account for each month he occupies the dwelling. (*See* City Rent Withholding Act, Act of Jan. 24, (1966) 1965, P.L. 1534, No. 536; H.T. at. 22-23. A rent withholding terms begins when the property is certified unfit for human habitation and ends six months later. *Id.* The money accrued in escrow is paid to the landlord if the dwelling is certified as fit for human habitation at any time within six months from the date on which the dwelling was certified as unfit for human habitation. If at the end of six months, the dwelling has not been certified fit for human habitation, the money in escrow is returned to the tenant. *Id.*

### **C. Appellants’ Arguments**

Appellants make two core arguments in support of their assertion that the escrow money should not be returned to Mr. Rumph. First, Appellants argue that all of the violations were corrected in a timely manner. Second, Appellants contend that Patrick Stokes (“Mr. Stokes”), the ACHD’s housing inspector in this matter,

never personally met with Mr. Woodard to discuss the violations. This tribunal does not find either of these arguments convincing.

In support of their argument that the violations at the Property were corrected in a timely manner, Appellants point to invoices from Valiant Pest Defense. At the hearing, Mr. Woodard claimed that rodent treatment was applied to the Property every week from October 12, 2019 through March 4, 2020. (Exs. A, B). But these invoices only show that a one-time rodent treatment was applied on October 12, 2019 and only provided a 90-day guarantee, which would expire around January 12, 2020. (Ex. A). Mr. Woodard did not provide any evidence that rodent treatment took place at the property between January 12, 2020 and March 4, 2020. (H.T. at 16-17). In short, the evidence that Mr. Woodard marshalled does not support his claim.

Second, Appellants argue that Mr. Stokes never personally met with Mr. Woodard to discuss the violations at the Property. (Ex. D1). Although this may be true, the evidence shows that Mr. Stokes communicated extensively with the Owners and with Mr. Woodard regarding the violations observed, the ensuing penalty, and inspections of the Property. (H.T. at 40; Exs. D9-D12). Mr. Woodard's implication that he was kept out of the loop rings hollow.

#### **D. The ACHD's Arguments**

The ACHD puts forth two arguments of its own. First, that Mr. Rumph made all of the necessary escrow payments for the Rent Withholding Program. Second,

that a Class 3 violation remained at the Property on March 6, 2020, after the six-month rent withholding period ended. (*ACHD Position Statement* at 2).

The Property was certified as unfit for human habitation on September 5, 2019. (H.T. at 32-33; Exs. D3A, D4). Between then and March 5, 2020, when the rent withholding period ended, Mr. Rumph made all of the required monthly payments into escrow account # 7907. (Ex. D2). The Appellants do not contest this.

Appellants do, however, contest the ACHD's second contention—that a violation remained on the Property when the rent withholding period ended. When the rent withholding period ended, the ACHD conducted an inspection on March 6, 2020. (Ex. D8). That inspection revealed that a Class 3 rodent infestation violation remained. (*Id.*; H.T. at 37-38). At the hearing, the ACHD's Housing Program Manager Lori Horowitz testified that even if only one Class 3 violation remains, and the ACHD deems it significant, then the money in escrow must be returned to the tenant. (H.T. at 23). Here, the Class 3 rodent infestation not only was present at the March 6, 2020 inspection, but was observed during *all* previous inspections of the Property. (H.T. at 39; Exs. D3, D5-D8). On March 6, 2020, Mr. Stokes observed evidence of recent rodent activity, such as fresh droppings. (H.T. at 32, 38). All this evidence indicates that a longstanding violation remained at the Property at the end of the rent withholding period, and that the money in escrow should be returned to the tenant, Mr. Rumph.

Finally, there was a technical issue raised at the hearing regarding which ACHD Service Request Number ("SR Number) the rent withholding program was

associated with. Mr. Woodard believed that the SR Number was SR-20190709-4005, which the ACHD has found that no violations remain. (Ex. D) However, the ACHD states that the correct SR Number for the rent withholding program is SR-20190725-4306. (Exs. A, D1). The confusion stems from the fact that the SR Number ending in 4005 was for the entire Property at 519 Francis Street, while the SR Number ending in 4306 is for the first floor of the Property, which is the unit at which Mr. Rumph lived. Although this confusion is understandable, it does not change the fundamental fact that the SR Number ending in 4306 is the correct one for the rent withholding program, and that it indicates that a Class 3 violation remained at the end of the rent withholding period.

## V. CONCLUSION

This tribunal finds that Appellants have failed to meet their burden of proving by a preponderance of the evidence that the ACHD wrongly determined that the Property was unfit for human habitation. The ACHD appropriately determined that the rental payment accrued in escrow account # 7907 should be returned to Mr. Rumph. Therefore, Appellants' appeal is **DISMISSED**. This decision may be appealed to the Court of Common Pleas of Allegheny County, Pennsylvania.

*Max Slater*

Max Slater  
Administrative Hearing Officer  
Allegheny County Health Department

Dated: November 16, 2020