

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

May 30, 2018

VIA INTER-OFFICE MAIL AND EMAIL

Mr. Max Slater
Administrative Hearing Officer
Allegheny Co. Health Dept.
542 Fourth Avenue
Pittsburgh, PA 15219

RE: 624 Lincoln Avenue Appeal (Service Request # HCE-20180409-4463).

Dear Hearing Officer Slater:

On April 25, 2018, the Allegheny County Health Department (“ACHD”) issued a notice of violation for alleged housing violations of ACHD Rules and Regulations Article VI, Housing and Community Environment, committed at 624 Lincoln Avenue, Monroeville, PA 15146 (“Property”). The ACHD ordered the Property owner to abate the violations by May 25, 2018. Violations observed by the ACHD included inoperable furnace/boiler, smoke detectors not provided on each story of the dwelling unit, and flooring in danger of collapsing or caving in. On May 30, 2018, the Property owner filed an appeal admitting the violations and indicating a request for additional time to repair the violations.

ACHD Rules and Regulations Article XI, Hearings and Appeals (“Article XI”), § 1104(A) states that notices of appeal must be filed no later than the thirtieth day after written notice or issuance of the action. Moreover, all actions of the ACHD become final thirty days after receipt of written notice or issuance if no appeal has been perfected under Article XI § 1104. Article XI § 1104(D). In this case, the appeal was filed five days after the appeal period ended and when the ACHD’s order was final. Therefore, the ACHD requests that the appeal be dismissed because this tribunal does not have the jurisdiction to adjudicate it. If you have any questions, I can be reached at 412-578-2653.

Sincerely,

Vijjalakshmi Patel
ACHD Assistant Solicitor

Enclosures

cc: Michael A. Parker, ACHD Solicitor (via email)
David Namey, ACHD Housing Program Manager (via email)
Eugene Janik, Appellant (via first class mail)



KAREN HACKER, MD, MPH, DIRECTOR
ALLEGHENY COUNTY HEALTH DEPARTMENT
542 FOURTH AVENUE • PITTSBURGH, PA 15219
PHONE (412) 687-ACHD (2243) • FAX (412) 578-8325 • WWW.ACHD.NET

Notice of Appeal

The violations noted are not challenged they are all legitimate and will be fixed after tenants are evicted.

Judgement against Tahira Robinson and Arthur Jefferies was rendered on May 8th, 2018 in the amount of \$4,094.02 by Honorable Jeffrey L. Herbst.

By law, they have the right to appeal I have filed for and notice of eviction.

Rental agreement ended on April 30 but tenants refuse to leave.

They have not paid any rent for Jan, Feb, Mar, Apr & May.

They owe over \$630 water & sewer.

They backed up sewer by stuffing it up per rental agreement it is their responsibility to fix as I fixed in August 2017. No breakage or roots were found.

I have not and cannot fix anything now because a person under house arrest with ankle brace let for homicide is living there. He already has confronted Monroeville Code Enforcement officer. Told him to get out of house.

The door was broken into on two occasions by monroeville police.

It is by rental agreement that tenants must fix door. They refuse to.

I will not enter house as advised by police to fix. My life or the life of contractors is in jeopardy.

Two smoke alarms came with rental and a carbon monoxide alarm. Probably sold for crack. Police call house a crack house and gang burgers.

FBI and monroeville police have house under constant surveillance.

Next eviction hearing will be scheduled sometime in June TBA.

Eugene Janik
Eugene Janik

May 23, 2018

121 College Park Dr
Monroeville PA 15146

RECEIVED

MAY 30 2018

DIRECTOR'S OFFICE

Encls

412-378-1858

2tr HCE-2018049-4463

Rental Agreement

Judgment Finding

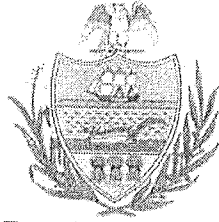
Sewer Bill

Water Bill

Sewer service Bill

RECEIVED

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

MAY 30 2018

**DIRECTOR'S
OFFICE**

Mr. Eugene F Janik
624 Lincoln Avenue
Monroeville PA 15146

April 25, 2018

RE : SR# HCE-20180409-4463

Property 624 LINCOLN AVENUE

Address : Monroeville, PA 15146

Census Tract : 55717

Dear Mr. Janik:

Re: Violation of Section(s) 622, 628, 629 A, 629 C, 630, 632 A, 632 C and 641 of Article VI Allegheny County Health Department Rules and Regulations entitled Houses and Community Environment at the above mentioned property.

You are hereby notified that you are in violation of Section(s) 622, 628, 629 A, 629 C, 630, 632 A 632 C and 641 of Article VI of the Allegheny County Health Department Rules and Regulations. Said violations, see inspection report dated 04/20/2018 occurred on or about 04/12/2018 and continue to the present time.

On behalf of the Director of the Allegheny County Health Department, it is hereby ordered that you shall abate the above situation within 30 days from the date of this order. In the event that the condition is not abated within 30 days from the date of this order, you are hereby notified that a civil penalty shall be levied upon you and will become effective within 30 days from the date of this order, in the amount of \$2,500.00 for the violation of the within sections. Furthermore, it is hereby ordered that a civil penalty in the amount of \$250.00 shall be levied every day of continued violations after the 30 day period.

Pursuant to Article XI entitled "Hearings and Appeals", you are hereby notified that you have thirty (30) days in which to file an appeal from the date of this notice. The appeal shall be made in writing and must set forth with particularity, all issues to be raised. The notice of appeal shall be filed in the Office of the Director, 542 4th Ave, Pittsburgh, Pennsylvania 15219. In the event that an appeal is not filed within thirty (30) days from the date of this order, the within action shall become final.

If you have any questions regarding this matter, you may feel free to contact the undersigned.

Sincerely,

Jeff O'Brien
Environmental Health Administrator I

JOB:Mef



KAREN HACKER, MD, MPH, DIRECTOR
ALLEGHENY COUNTY HEALTH DEPARTMENT
HOUSING & COMMUNITY ENVIRONMENT PROGRAM
3190 SASSAFRAS WAY (NEAR 32ND ST. AT LIBERTY AVE.)
PITTSBURGH, PA 15201-1443
PHONE: 412.350.4046 • FAX: 412.350.2792 • WWW.ACHD.NET



Mag. Dist. No: MDJ-05-2-07
 MDJ Name: Honorable Jeffrey L. Herbst
 Address: 339 Old Haymaker Road
 Suite 1500
 Monroeville, PA 15146
 Telephone: 412-372-1125

Eugene Janik
 v.
 Arthur Jefferies, Tahlia Robinson

Eugene Janik
 121 College Park Dr
 Monroeville, PA 15146

Docket No: MJ-05207-LT-0000123-2018
 Case Filed: 4/24/2018

Disposition Details

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

Disposition Summary (cc - Cross Complaint)

<u>Docket No</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
MJ-05207-LT-0000123-2018	Eugene Janik	Arthur Jefferies	Judgment for Plaintiff	05/08/2018
MJ-05207-LT-0000123-2018	Eugene Janik	Tahlia Robinson	Judgment for Plaintiff	05/08/2018

Judgment Summary

<u>Participant</u>	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Amount</u>
Arthur Jefferies	\$4,094.02	\$0.00	\$4,094.02
Eugene Janik	\$0.00	\$0.00	\$0.00
Tahlia Robinson	\$4,094.02	\$0.00	\$4,094.02

Judgment Finding (*Post Judgment)

In the matter of Eugene Janik vs. Arthur Jefferies; Tahlia Robinson on MJ-05207-LT-0000123-2018, on 5/08/2018 the judgment was awarded as follows:

The amount of rent per month, as established by the Magisterial District Judge, is \$950.00

<u>Judgment Component</u>	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Deposit Applied</u>	<u>Amount</u>
Rent in Arrears		3,916.00	\$0.00	\$3,916.00
Filing Fees		178.02	\$0.00	\$178.02
			Grand Total:	\$4,094.02

Portion of judgment for physical damages arising out of residential lease: \$0.00

Comments:



IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURT OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED. HOWEVER, LOW-INCOME AND/OR SECTION 8 TENANTS SHOULD REFER TO Pa.R.C.P.M.D.J. NO. 1008 OR 1013 FOR DIFFERENT PROCEDURES REGARDING THIS DEPOSIT.

IF A PARTY WISHES ONLY TO APPEAL THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

MAY 03 2018

Date



Magisterial District Judge Jeffrey L. Herbst



I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

Magisterial District Judge



THIS AGREEMENT, entered into on May 1, 2017 by and between

Eugene Janik, hereinafter Lessor (landlord), and

Tahlia Robinson hereinafter Lessee (tenant).

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as: single family house located at 624 Lincoln Avenue, Monroeville, PA 15146 for a tenancy from month-to-month commencing on May 1, 2017, and at a monthly rental of nine hundred fifty dollars (\$950.00) per month, payable monthly on the first day of each and every month for a period of twelve (12) months ending April 30, 2018.

1. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, one cashier's check, or one money order made out to Eugene Janik. Cash payment will also be accepted.
2. **Delivery of Payment.** Rent will be paid in person or mailed to:
Eugene Janik, 121 College Park Drive, Monroeville, PA 15146
3. **Returned Checks.** If, for any reason, a check used by Lessee to Lessor is returned without having been paid, Lessee will pay a charge of thirty-five Dollars (\$35.00) as additional rent. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.
4. **Late payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of thirty-five Dollars (\$35.00).
5. **Occupants.** The said premises shall be occupied permanently by the above listed tenants. Family and guests can reside on a temporary basis.
6. **Pets & Smoking.** Pets shall not be allowed without the prior written consent of the Lessor. Smoking by tenants or guests is absolutely prohibited within residence.
7. **Parking.** Any parking that may be provided is strictly self-park and is at vehicle owner's risk. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner.
8. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force.
9. **Repairs of Alterations.** Lessee shall be responsible for damages caused by his or her negligence and that of his family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.
10. **Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.
11. **Keys.** Lessee will be given two keys to the premises. If all keys are not returned to Lessor following termination of lease, Lessee shall be charged twenty five dollars (\$25.00) per key.
12. **Locks.** Lessee agrees not to change locks on any door without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks to provide Lessor with one duplicate key per lock.

13. **upkeep of premises.** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and damage by the elements excepted.
14. **Assignment and Subletting.** Lessee shall not assign the Agreement or sublet any portion of the premises without prior written consent of Lessor.
15. **Utilities.** Lessee shall be responsible for the payment of all utilities and services including gas, electric, water and sewage. Gas and electric will be paid by tenant to the utility company. Water, sewage and garbage will be paid to Lessor on a monthly basis upon presentation of invoice. It shall be the responsibility of tenant to obtain any and all utility services not paid by landlord. Failure of tenant to contract for any and all utility service/s, not paid by landlord, before taking possession of rental unit, shall be a breach of the terms and conditions, and a forfeiture of this lease agreement. Landlord at landlord's option, may end this lease agreement, by notice, in writing to tenant. Tenant may have no further right of possession to rental house. The landlord shall not be liable to tenant for any delay in furnishing any utility, for any cause or reason, beyond the landlord's control. Any such delay shall not give tenant the right not to pay any monthly rental installment, or any other sum, due and payable.
16. **Suspension and/or interruption of utility service.** Landlord and/or landlord's agent/s, shall not be liable to tenant, tenant's family, guest/s or invitee/s for any claim/s, damage/s, loss/s suffered, or to be suffered, arising from the suspension or interruption of any utility service for any cause or reason beyond the control of landlord; or to make repairs to gas lines, water lines, electrical equipment, furnace, hot water tank when provided in lease agreement, and any and all other repair of any kind.
17. **Default.** If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three(3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacated the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.
18. **Security.** The security deposit in the amount of (\$950.00), shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all of portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned, without interest, to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.
19. **Right of Entry.** Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.
20. **Deposit Refunds.** The balance of all deposits shall be refunded within two (2) weeks from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.
21. **Attorney's Fees.** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

- Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.
23. **Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."
 24. **Insurance.** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence.
 25. **Condition of Premises.** Tenant acknowledges that the premise has been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances and appurtenances are in complete working order. Tenant promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item or appurtenance that needed service due to tenant's, or tenant's invitee, misuse or negligence.
 26. **Condition of Outside.** Tenant will be responsible for cutting grass and keeping shrubs trimmed. tenant also responsible too keep snow cleaned off sidewalk, steps, and clear driveway for parking.
 27. **Plumbing.** Tenant shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage of food/grease has occurred.
 28. **Additional Terms and Conditions.** The following appliances are included: refrigerator, stove, washer, dryer, 2 air conditioners, and dehumidifier. These appliances will be repaired or replaced by landlord. Any of these appliances purchased by tenant is the property of tenant . The following items have been left to use for tenant and are not to be sold or taken from premise; sofa, desk, chest of drawers, mangle, antique sewing machine, closet, cedar chest, dining table, and kitchen end table.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first written above.

Lessee/Tenant Yanika Robinson Date: 4-18-17

_____ Date: _____

Lessor/Landlord Eugene Jones Date: 4-18-17

PRESS ON
FIRST CLASS
U.S. POSTAGE
PERMIT NO. 1
PITTSBURGH, PA

The Wilkesburg-Penn Joint Water Authority
2200 ROBINSON BLVD. - WILKINSBURG, PA 15221-1112

AUTO
MAKE CHECK PAYABLE TO:
W P J W A
TEMP/RETURN SERVICE REQUESTED

ACCOUNT NUMBER: 167003-41622
SERVICE ADDRESS: 624 LINCOLN AVE
BILL DATE: 4/09/18
CYCLE: 04-01
OF DAYS: 25
SERVICE PERIOD: 3/11/18 To 4/05/18

WC CFL KCAL
Description of Charges
WC WATER BILLED CCF
YELLOW NOTICE CHARGE
PINK NOTICE CHARGE

TOTAL CURRENT CHARGES	42
PREVIOUS BALANCE	174
TOTAL DUE	216

*** FINE BILL ***

PLEASE RETURN THIS SLIP TO: SEE REVERSE SIDE FOR INFORMATION. THE BILL IS DUE 21 DAYS AFTER THE BILL DATE.

001670030041622000216288
BILL DATE: 4/09/18
DUE DATE: 4/30/18
ACCOUNT NUMBER: 167003-41622

EUGENE F JANIK
121 COLLEGE PARK DR
MONROEVILLE PA 15146



TOTAL DUE
216.28

ACCOUNT NUMBER	BOOK SEQUENCE
12731-2	28-225

410.11
 Date Due: 05/18/2018
 CID: 20397

EUGENE JANIK
 624 LINCOLN AVENUE
 MONROEVILLE, PA 15146-4515

MAKE CHECK PAYABLE TO
 MONROEVILLE MUNICIPAL AUTHORITY
 OR MMA

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

00127310020000041011

PLEASE TEAR AT THIS PERFORATION

ACCOUNT NUMBER		BOOK SEQUENCE		SERVICE USED AT:			DATE	
12731-2		28-225		624 LINCOLN AVENUE			PREPARED 04/19/2018	
TYPE OF SERVICE	SERVICE PERIOD		SEWER READINGS		METER DIFFERENCE	1000 GALLONS USED		TYPE OF READINGS
	FROM	TO	PRIOR	PRESENT			SEWAGE	
S	12/13	3/11	338	351	13000		13000	Actual

Previous Balance	482.32
Penalty	10.00
Payments	-320.00
Adjustments	0.00
Wilk Penn Research Charge	8.00
Sewer Charges- Rate 18	179.79
Turn Off- Shut-Offs	20.00
Turn On	20.00
First Delinquent Notice-Mailed	4.00
Final Termination Notice-Delivered	6.00
Current Charges	237.79
Pay This Amount	410.11

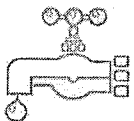
Grab your tiara! Join us for a Royal Wedding Tea at the Monroeville Public Library, May 19 10AM-1PM. Tickets are \$20, on sale May 1. Enjoy delicious tea, scrumptious scones, with interesting door prizes, and more!!!
 Visit our website www.monroevillewater.org

\$10.00

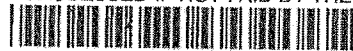
PLEASE WRITE ACCOUNT NUMBER ON YOUR CHECK

PAYMENT DUE DATE	AMOUNT DUE
05/18/2018	410.11

A LATE PAYMENT CHARGE WILL BE ASSESSED IF NOT PAID BY THE DUE DATE.
 12731-2



MONROEVILLE MUNICIPAL AUTHORITY
 219 SPEELMAN LANE
 MONROEVILLE, PA 15146-3903
www.monroevillewater.org



QUARTERLY SEWER BILL

If you are experiencing any sanitary sewer problems, please contact MMA first. Crews are available 24 hours a day. This MAY help to avoid the cost of a plumber.

BUSINESS HOURS - 8:00 A.M. TO 4:30 P.M. MONDAY THRU FRIDAY
 BUSINESS PHONE - (412) 372-2677 EMERGENCY PHONE - (412) 372-2677

8/11/2017	17069
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Bill To
Janik Eugene 121 College Park Dr Monroeville, PA 15146

P.O. No.	Terms	Project

Item	Quantity	Description	Rate	Amount
Clean Sewer Service Call		Location: 624 Lincoln Ave Monroeville, PA 15146	180.00	180.00
			30.00	30.00
			Total	\$210.00

Pd- 8-21-17

Phone: 724-744-2424