

Notice of Appeal

This form is used to file an appeal of an order, notice, decision, determination, or ruling by the Allegheny County Health Department. Please complete this form (use additional pages as necessary). If more than one person or entity is filing this appeal, please attach a separate form for each additional appellant. A copy of the order, notice, decision, determination, or ruling must be attached to the Notice of Appeal.

	Name McKeesport Housing Authority			
Mailing Address 2901 Brownlee A	\venue			
City McKeesport	State PA	Zip <u>15132</u>	Email	
Phone 412-673-6942	Fa.	x (optional)_		
If you are represented by an attor	ney, please prov	ride contact i	nformation for your attorney:	
Name_Joanne L. Parise, Esquire				
Mailing Address 3907 Old William	n Penn Highway,	Suite 304		
City Murrysville	State PA_	Zip 15668	Email_jparise@cbattorneys.com	
Phone <u>724-733-8832</u>				
objection here, you may be barred from Please see the attached Objection Relief.			Use additional pages if necessary.) nd Statement Describing Requested	
Relief				

Allegheny County Health Dept. v. McKeesport Housing Authority

SR#: HCE-20220811-3955

Property Address: 13 Harrison Village, Apt. B, McKeesport, PA 15132

Inspection Date: 9/22/2022 Inspector: Currier Wolfe

OBJECTIONS TO DEPARTMENT'S ACTIONS AND STATEMENT
DESCRIBING REQUESTED RELIEF

The McKeesport Housing Authority ("MHA") hereby states the following objections to the attached notice issued by the Allegheny County Health Department ("ACHD") on September 22, 2022, pertaining to Service Request No. HCE-20220811-3955 ("Notice").

1. MHA objects to the Notice because the inspection purportedly giving rise to the alleged violations in the Notice did not comport with the requirements of due process. Specifically, ACHD did not provide MHA with notice of the inspection and, therefore, deprived MHA of the right to be present for and observe the inspection.

2. MHA objects to the Notice relating to the alleged violation of Section 652 for "minor insect infestation" set forth in the Inspection Report at Page 1 of 5 for the following reasons:

- a. Section 652 is impermissibly vague in violation of due process, as the term
 "infestation" is vague and ambiguous.
- b. The description of the "Violation" is impermissibly vague in violation of due process. Specifically, the term "minor other insect infestation" is vague and undefined, and thus does not adequately apprise MHA of the nature of the offense.
- c. The occupant LaToia Jeter ("Jeter") caused the alleged infestation by failing to properly maintain the unit as required by the terms of her lease with MHA

1

- ("Lease"), including by creating conditions that foster insect infestation such as leaving open containers of food throughout the unit.
- d. The Notice does not establish that MHA is responsible for extermination of the premises. Section 652 provides that where only one (1) unit is impacted, the responsibility for extermination lies with the occupant (i.e., Jeter) rather than the owner (i.e., MHA). The Notice does not establish that more than one (1) unit is impacted by the alleged infestation. Further, Section 652 only shifts responsibility for extermination to the owner where "the infestation . . . is caused by failure of the owner to maintain the dwelling in a rodent-proof or reasonably insect-proof condition." The Notice does not establish that the alleged infestation was caused by MHA's "failure . . . to maintain the dwelling in a rodent-proof or reasonably insect-proof condition." To the contrary, Jeter's poor housekeeping, including failure to clean the unit and leaving open containers of food throughout the unit, caused the alleged infestation in the unit. Pursuant to the terms of Jeter's Lease, housekeeping is the sole responsibility of Jeter. MHA does not have a duty to prevent or remedy the filthy conditions created by Jeter that are the sole cause of the alleged infestation.
- e. The Notice does not establish that MHA violated Section 652. As set forth above, the Notice does not establish that any unit other than Jeter's unit is affected or that MHA failed to maintain the premises in a "rodent-proof or reasonably insect-proof condition" and, therefore, does not establish that MHA is responsible for exterminating the unit. Further, even assuming, *arguendo*,

- that MHA is responsible for extermination, the Notice does not establish that MHA failed to comply with its obligation to exterminate.
- f. MHA respectfully submits that MHA does regularly provide extermination services at the subject premises and at all of its sites.
- g. MHA respectfully submits that ACHD must also consider that Jeter repeatedly refused to permit MHA to access the unit to perform extermination services in the months preceding the September 22, 2022, ACHD inspection.
- h. MHA performed extermination services in the unit on October 11, 2022, and, thus, has corrected the alleged violation.
- 3. MHA objects to the Notice of Violation of Section 622 relating to 2nd and 3rd floor flooring set forth in the Inspection Report at Page 1 of 5 for the following reasons:
 - a. Section 622 is impermissibly vague in violation of due process, as the term "sound and tight" and "in good repair and in safe condition" are undefined and it is impossible to determine the meaning of the terms from the face of the ordinance.
 - b. The description of the "Violation" is impermissibly vague in violation of due process. Specifically, the term "deteriorated" is vague and undefined, and thus does not adequately apprise MHA of the nature of the offense.
 - c. Jeter and/or her family caused the referenced damage to the flooring in the unit in violation of the terms of her Lease.
 - d. Jeter never notified MHA of the damage to the floor tiles.
 - e. Jeter has refused to remove the layer of trash that is covering the floor of the unit to provide MHA with access to repair the floor tiles.

- 4. MHA objects to the Notice of Violation of Section 628 relating to "unapproved or improperly installed electrical convenience outlets" set forth in the Inspection Report at Page 1 of 5 for the following reasons:
 - a. Section 628 is impermissibly vague in violation of due process as the term "good and safe working condition" is undefined and it is impossible to determine the meaning of the term from the face of the ordinance.
 - b. The description of the "Violation" is impermissibly vague in violation of due process. Specifically, the term "open ground outlets" is vague and undefined, and thus does not adequately apprise MHA of the nature of the offense.
 - c. Jeter and/or her family caused the referenced damage to the subject outlets in violation of the terms of her Lease.
 - d. Jeter never notified MHA of the damage to the outlets.
 - e. MHA replaced all outlets in the unit on October 6, 2022, and, thus, has corrected the alleged violation.
- 5. MHA objects to the Notice of Violation of Section 622 relating to a missing floor tile by the front door set forth in the Inspection Report at Page 2 of 5 for the following reasons:
 - a. Section 622 is impermissibly vague in violation of due process, as the term "sound and tight" and "in good repair and in safe condition" are undefined and it is impossible to determine the meaning of the terms from the face of the ordinance.
 - b. The description of the "Violation" is impermissibly vague in violation of due process. Specifically, the term "deteriorated" is vague and undefined, and thus does not adequately apprise MHA of the nature of the offense.

- c. Jeter and/or her family caused the referenced damage to the flooring in the unit in violation of the terms of her Lease.
- d. Jeter never notified MHA of the damage to the floor tiles.
- e. Jeter has refused to remove the layer of trash that is covering the floor of the unit to provide MHA with access to repair the floor tiles.
- 6. MHA objects to the Notice of Violation of Section 628 relating to a loose outlet on the left wall of the game room as set forth in the Inspection Report at Page 2 of 5 for the following reasons:
 - a. Section 628 is impermissibly vague in violation of due process as the term "good and safe working condition" is undefined and it is impossible to determine the meaning of the term from the face of the ordinance.
 - b. Jeter and/or her family caused the referenced damage to the subject outlet in violation of the terms of her Lease.
 - c. Jeter never notified MHA of the damage to the outlet.
 - d. MHA replaced all outlets in the unit on October 6, 2022, and, thus, has corrected the alleged violation.
- 7. MHA objects to the Notice of Violation of Section 632 for "Dryer vent disconnected" as set forth in the Inspection Report at Page 2 of 5 for the following reasons:
 - a. Section 632 is impermissibly vague in violation of due process, as the term "the Rules and Regulations of the Department" is too vague and ambiguous to adequately apprise MHA of the conduct required by the ordinance.
 - b. Jeter and/or her family caused the referenced damage to the subject dryer vent in violation of the terms of her Lease.

- c. Jeter never notified MHA of the damage to the dryer vent.
- d. MHA repaired the dryer vent on October 6, 2022, and, thus, has corrected the alleged violation.
- 8. MHA objects to the Notice of Violation of Section 640 relating to the bathroom floor set forth in the Inspection Report at Page 2 of 5 for the following reasons:
 - a. Section 640 is impermissibly vague in violation of due process as the term "reasonably impervious to water" is undefined and it is impossible to determine the meaning of the term from the face of the ordinance.
 - b. Jeter and/or her family caused the referenced damage to the flooring in the unit in violation of the terms of her Lease.
 - c. Jeter never notified MHA of the damage to the floor tiles.
 - d. Jeter has refused to remove the layer of trash that is covering the floor of the unit to provide MHA with access to repair the floor tiles.
- 9. MHA objects to the Notice of Violation of Section 628 relating to missing cover plate on left outlet of long wall in living room set forth in the Inspection Report at Page 3 of 5 for the following reasons:
 - a. Section 628 is impermissibly vague in violation of due process as the term "good and safe working condition" is undefined and it is impossible to determine the meaning of the term from the face of the ordinance.
 - b. Jeter and/or her family caused the referenced damage to the subject outlet in violation of the terms of her Lease.
 - c. Jeter never notified MHA of the damage to the outlet.

- d. MHA replaced all outlets in the unit on October 6, 2022, and, thus, has corrected the alleged violation.
- 10. MHA objects to the Notice of Violation of Section 622 relating to "peeling paint" set forth in the Inspection Report at Page 3 of 5 for the following reasons:
 - a. Section 622 is impermissibly vague in violation of due process, as the term "sound and tight" and "in good repair and in safe condition" are undefined and it is impossible to determine the meaning of the terms from the face of the ordinance.
 - b. Section 622 does not, on its face, reference paint.
 - c. Jeter and/or her family caused the referenced damage to the paint on the walls of the unit in violation of the terms of her Lease.
 - d. Jeter never notified MHA of the damage to the paint.
 - e. Jeter has refused to remove the layer of trash that is covering the floor of the unit to provide MHA with access to the walls to be able to paint.
- 11. MHA objects to the Notice of Violation of Section 622 relating to a hole in the wall/backsplash behind the kitchen sink set forth in the Inspection Report at Page 3 of 5 for the following reasons:
 - a. Section 622 is impermissibly vague in violation of due process, as the term "sound and tight" and "in good repair and in safe condition" are undefined and it is impossible to determine the meaning of the terms from the face of the ordinance.
 - b. Jeter and/or her family caused the referenced damage to the wall/backsplash in violation of the terms of her Lease.

- c. Jeter never notified MHA of the damage to the wall/backsplash.
- d. Jeter has refused to remove the layer of trash that is covering the floor of the unit to provide MHA with access to the subject area of the wall to be able to repair the damage.
- 12. MHA objects to the Notice of Violation of Section 628 related to an inoperable electrical convenience outlet in the front bedroom set forth in the Inspection Report at Page 3 of 5 for the following reasons:
 - a. Section 628 is impermissibly vague in violation of due process as the term "good and safe working condition" is undefined and it is impossible to determine the meaning of the term from the face of the ordinance.
 - b. Jeter and/or her family caused the referenced damage to the subject outlet in violation of the terms of her Lease.
 - c. Jeter never notified MHA of the damage to the outlet.
 - d. MHA replaced all outlets in the unit on October 6, 2022, and, thus, has corrected the alleged violation.
- 13. MHA objects to the Notice of Violation of Section 622 related to missing baseboards in the right rear bedroom set forth in the Inspection Report at Page 4 of 5 for the following reasons:
 - a. Section 622 is impermissibly vague in violation of due process, as the term "sound and tight" and "in good repair and in safe condition" are undefined and it is impossible to determine the meaning of the terms from the face of the ordinance.

- b. Jeter and/or her family caused the referenced damage to the subject baseboards in violation of the terms of her Lease.
- c. Jeter never notified MHA of the damage to the baseboards.
- d. Jeter has refused to remove the trash that is covering the floor of the unit to provide MHA with access to the baseboards to perform any repairs.
- 14. MHA objects to the Notice of Violation of Section 652 related to an alleged severe cockroach infestation set forth in the Inspection Report at Page 4 of 5 for the following reasons:
 - a. Section 652 is impermissibly vague in violation of due process, as the term "infestation" is vague and ambiguous.
 - b. The description of the "Violation" is impermissibly vague in violation of due process. Specifically, the term "severe cockroach infestation" is vague and undefined, thus not adequately apprising the Housing Authority of the nature of the offense.
 - c. Jeter caused the alleged infestation by failing to properly maintain the unit as required by the terms of her Lease, including by creating conditions that foster insect infestation such as leaving open containers of food throughout the unit.
 - d. The Notice does not establish that MHA is responsible for extermination of the premises. Section 652 provides that where only one (1) unit is impacted, the responsibility for extermination lies with the occupant (i.e., Jeter) rather than the owner (i.e., MHA). The Notice does not establish that more than one (1) unit is impacted by the alleged infestation. Further, Section 652 only shifts responsibility for extermination to the owner where "the infestation . . . is caused by failure of the owner to maintain the dwelling in a rodent-proof or

reasonably insect-proof condition." The Notice does not establish that the alleged infestation was caused by MHA's "failure . . . to maintain the dwelling in a rodent-proof or reasonably insect-proof condition." To the contrary, Jeter's poor housekeeping, including failure to clean the unit and leaving open containers of food throughout the unit, caused the alleged infestation in the unit. Pursuant to the terms of Jeter's Lease, housekeeping is the sole responsibility of Jeter. MHA does not have a duty to prevent or remedy the filthy conditions created by Jeter that are the sole cause of the alleged infestation.

- e. The Notice does not establish that MHA violated Section 652. As set forth above, the Notice does not establish that any unit other than Jeter's unit is affected or that MHA failed to maintain the premises in a "rodent-proof or reasonably insect-proof condition" and, therefore, does not establish that MHA is responsible for exterminating the unit. Further, even assuming, *arguendo*, that MHA is responsible for extermination, the Notice does not establish that MHA failed to comply with its obligation to exterminate.
- f. MHA respectfully submits that MHA does regularly provide extermination services at the subject premises and at all of its sites.
- g. MHA respectfully submits that ACHD must also consider that Jeter repeatedly refused to permit MHA to access the unit to perform extermination services in the months preceding the September 22, 2022, ACHD inspection.
- h. MHA performed extermination services in the unit on October 11, 2022, and, thus, has corrected the alleged violation.

- 15. MHA objects to the Notice of Violation of Section 641 relating to missing smoke detectors in the unit set forth in the Inspection Report at Page 4 of 5 for the following reasons:
 - a. MHA respectfully submits Jeter removed the smoke detectors from the unit so that she could smoke inside the unit in violation of her Lease with MHA.
 - b. Jeter never notified MHA that she removed the smoke detectors from the unit.
 - c. MHA installed smoke detectors in the unit on September 29, 2022, and, thus, has corrected the alleged violation.
- 16. MHA objects to the Notice of Violation of Section 628 relating to inoperable GFI outlets in the unit as set forth in the Inspection Report at Page 4 of 5 for the following reasons:
 - a. Section 628 is impermissibly vague in violation of due process as the term "good and safe working condition" is undefined and it is impossible to determine the meaning of the term from the face of the ordinance.
 - b. Jeter and/or her family caused the referenced damage to the subject outlets in violation of the terms of her Lease.
 - c. Jeter never notified MHA of the damage to the outlets.
 - d. MHA replaced all outlets in the unit on October 6, 2022, and, thus, has corrected the alleged violation.
- 17. MHA objects to the Notice because the ACHD's proposed remedy of increasing the frequency of extermination is impermissibly vague in violation of due process as the directive requires MHA to speculate as to the frequency purportedly required by the ACHD.
- 18. MHA objects to the ACHD's determination that the occupant LaToia Jeter is entitled to withhold rent for the following reasons:
 - a. The unit is not unfit for human habitation.

- b. The Notice does not even allege the existence of a Class 1 violation.
- c. The Notice does not establish a Class 2 violation. As more fully set forth above, the alleged cockroach infestation is solely attributable to the occupant Jeter's poor housekeeping and is Jeter's sole responsibility to exterminate. The alleged infestation was not caused by any action and/or inaction of MHA and does not constitute a violation by MHA. MHA nevertheless exterminated the unit and, thus, has remedied the condition.
- d. Jeter and/or her family caused the conditions identified as Class 3 violations in the Notice. MHA has nevertheless corrected all of the conditions identified as Class 3 violations in the Notice and there are no remaining Class 3 violations.
- e. Class 4 violations cannot form the basis for a determination that the premises is unfit for human habitation.

19. **Requested Relief**. MHA respectfully requests that:

- a. ACHD withdraw the Notice:
- b. ACHD withdraw the determination that Jeter is entitled to withhold rent under the Rent Withholding Act;
- ACHD reimburse to MHA it costs, expense, and fees in responding to the Notice; and,
- d. ACHD provide reasonable notice of any and all future inspections to MHA so that MHA and its counsel have the opportunity to be present for such inspections.





ALLEGHENY

Housing Authority Of City Of Mckeesport C/O Ms Sarah Cash 2901 Brownlee Avenue Mckeesport PA 15132 September 22, 2022

RE: SR# HCE-20220811-3955

Property 13 HARRISON VILLAGE APT B

Address: Mckeesport, PA 15132

Census Tract: 55521

Dear Sir/Madam:

An inspection of the property listed above was conducted on 09/22/2022 by Currier Wolfe. The following violations of Article VI, "Housing and Community Environment," were verified at that time. Attached is an inspection report listing these violations.

- 1 Class 2 violation(s) exist(s). A Class 2 violation is defined as a major health hazard. These violations are to be corrected by 10/27/2022.
- 4 Class 3 violation(s) exist(s). A Class 3 violation is defined as a condition which represents an actual or potential health hazard or nuisance. These violations are to be corrected by 10/27/2022.
- 8 Class 4 violation(s) exist(s). A Class 4 violation can contribute to substandard housing, but is not used to determine fitness for human habitation. These violations are to be corrected by 10/27/2022.

The above conditions qualify the property as eligible for Rent Withholding. See attached eligibility letter.

Failure to comply will result in a complaint filed before the Magistrate and/or civil penalties. Under Section 660, should the dwelling become vacant prior to correction of these violations, the dwelling must be inspected and corrections verified by this Department prior to reoccupancy.

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

If you have any questions, you may contact this office at (412)350-4046.

Sincerely,

Currier Wolfe

Environmental Health Specialist I



DEBRA BOGEN, MD, FAAP, FABM, 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.ALLEGHENYCOUNTY,US/HEALTHDEPARTMENT





September 22, 2022

Housing Authority Of City Of Mckeesport C/O Ms Sarah Cash 2901 Brownlee Avenue Mckeesport, PA 15132

RE: Service Request#

HCE-20220811-3955

Property Address: 13 HARRISON VILLAGE APT B

Mckeesport, PA 15132

Census Tracl: 55521

Dear Sir/Madam:

The dwelling listed above was Inspected on 09/22/2022 and certified eligible for participation in the Allegheny County Health Department (ACHD) Rent Withholding Program on 09/22/2022 due to the nature of the violations observed by our inspector. Under the Commonwealth of Pennsylvania's City Rent Withholding Act of 1966, tenants may choose to deposit their rent into an escrow account administered by the ACHD Rent Withholding Program. The most important points in this program are listed below:

- * Tenants open an escrow account by bringing this letter with their rental payment to this office at the address below.
- * Tenants may be protected from eviction only if the FULL AMOUNT of rent is paid into escrow every month.
- * The initial rent withholding period lasts for six (6) months.
- * If, upon the first inspection following the end of the six-month rent withholding period, or if upon any inspection requested by the landlord or properly manager prior to the end of the six-month rent withholding period, it is determined that the properly no longer has violations that made the tenant eligible to participate in the rent withholding program, the amount accumulated in escrow will go to the landlord. If after the rent withholding period expires, the property continues to have violations that contribute to the tenant's eligibility to participate in the rent withholding program, the amount accumulated in escrow will go to the tenant.
- * If the dwelling becomes vacant, the property may not be occupied until all repairs are made and the Health Department gives written permission to reoccupy the dwelling.
- * If a tenant vacates during the rent withholding period for any reason other than non-payment of rent, the amount accumulated in escrow will go to the owner.
- * When a decision is made to release money in escrow, the tenant or the owner will be provided 30 days to appeal the decision.
- * It is the tenant's duty to ensure that timely rental payments are made to the escrow account. Each month, the Health Department will notify the tenant and owner of the current balance in the escrow account, but the Health Department cannot ensure the tenant will make timely payments.

Let me again stress that tenants MUST pay the full amount of rent into the escrow account and allow the landford and/or its agents entry into the property to make needed repairs.

If you have any questions, please call me at (412)350-4046.

Sincerely, Currier Wolfe

Environmental Health Specialist i



DEBRA BOGEN, MD, FAAP, FABM, 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.ALLEGHENYCOUNTY.US/HEALTHDEPARTMENT



Allegheny County Health Department

Inspection Report - Complaint Housing

SR#: HCE-20220811-3955

Owner Violations

Property Address: 13 Harrison Village Apt B, Mckeesport 15132

Inspection # 1

Census Tract: 55521

Property Type: (Multi-Family

Inspector: Currier Wolfe

Inspection Date: September 22, 2022

12:55

Contacts:

Ms LA TOIA JETER

Occupant

HOUSING AUTHORITY OF CITY OF MCKEESPORT Owner

13 Harrison VIllage Apt B

C/Q Ms Sarah Cash

Mc Keesport, PA 15132

2901 Brownlee Avenue FI 2

(412) 330-0036

Mckeesport, PA 15132

Listed below are the Article 6 violations that require corrective action

No Specific Level

Apartment

Section 652

017 (O)(D)

Class 4

Location:

None

Violation Status: First

Violation:

Minor other insect infestation.

Remedy:

Exterminate using licensed pesticide treatment person/company.

Comments: Gnat infestation on first and second floors. Exterminate.

No Specific Level

Apartment

Section 622

006 (O)(D)

Class 4

Location:

Violation Status: First

Violation:

Missing, deteriorated, or torn floor covering, causing a tripping hazard, potential lead

hazard, providing insect harborage, and/or exposing carpet nail or tack strip.

Remedy:

Repair or replace.

Comments: 2nd and 3rd floor floors are deteriorating, multiple tiles broken or missing. Repair/replace.

No Specific Level

Apartment

Section 628 A 040 (O)(D)

Class 3

Location:

None

Violation Status: First

Violation:

Unapproved or improperly installed electrical convenience outlet(s).

Remedy:

Replace with approved outlet(s).

Comments: Open ground outlets in the following locations: the 1st floor game room, rear right bedroom, and front bedroom

Repair/replace outlets.

Run Date: 09/22/2022

Page 1 of 5

Property Address: 13 Harrison Village Apt B, Mckeesport 15132

Inspection # 1

Census Tract: 55521

Property Type: (Multi-Family

2 Units)

Inspector: Currier Wolfe

Inspection Date: September 22, 2022

Time: 12:55

1st Floor

Entrance

Section 622

006 (O)(D)

Class 4

Location:

None

Violation Status : First

Violation:

Missing, deteriorated, or torn floor covering, causing a tripping hazard, potential lead

hazard, providing insect harborage, and/or exposing carpet nail or tack strip.

Remedy:

Repair or replace.

Comments: Missing floor tile by front door in entranceway. Replace.

1st Floor

Game Room

Section 628 A 037 (O)(D)

Class 3

Location:

None

Violation Status: First

Violation Status: First

Violation:

Electrical convenience outlet(s) not secured in workbox.

Remedy:

Properly secure.

Comments: Loost outlet on left wall of game room (as viewed from street). Resecure.

1st Floor

Laundry Room

Section 632 A 112 (O)(D)

Class 4

Location:

None

Violation:

Gas/electric dryer not vented directly to outdoors.

Remedy:

Properly vent in accordance with the most current version of the international Fuel

Gas Code or manufacturer's recommendations.

Comments: Dryer vent disconnected. Properly vent dryer.

2nd Floor

Bathroom

Section 640

001 (O)(D)

Class 4

Location:

None

Violation Status: First

Vlolation:

Bathroom floor not reasonably impervious to water.

Remedy:

Seal, caulk, or provide coving to keep floor waterlight.

Comments: Bathroom floor broken/missing tiles at parts, no longer impervious to water. Make

waterlight.

Run Date: 09/22/2022

Page 2 of 5

Properly Address: 13 Harrison Village Apt B, Mckeesport 15132

Inspection # 1

Census Tract: 55521

Property Type: (Multi-Family 2 Units)

Inspector: Currier Wolfe

Inspection Date: September 22, 2022

Time: 12:55

2nd Floor

Living Room

Section 628 A 043 (O)(D)

Class 4

Location:

None

Violation:

Missing coverplate(s) on electrical convenience outlet(s).

Remedy:

Provide coverplate(s).

Comments: Missing coverplate on left outlet of long wall in living room. Provide.

2nd Floor

Living Room

Section 622

014 (O)(D)

Location:

None

Class 4

Violation Status: First

Violation Status: First

Violation Status: First

Violation:

Peeling or bubbled paint on wall(s).

Remedy:

Scrape and repaint.

Comments: Peeling paint on corner of living room made by long wall and wall shared with kitchen.

Repalr.

2nd Floor

Kitchen

Section 622

011 (O)(D)

Class 4

Location:

None

Violation:

Remedy:

Hole(s) in wall.

Ropair, make solid.

Comments: Wall/backsplash behind kitchen sink damaged, falling apart, creating gap/hole. Repair.

3rd Floor

Bedroom, Front

Section 628 A 031 (O)(D)

Class 3

Location:

None

Violation Status: First

Violation:

inoperable electrical convenience outlet(s). Repair.

Remedy:

Comments: Outlet left of window in front bedroom dead. Repair or replace.

Run Date: 09/22/2022

Page 3 of 5

Property Address: 13 Harrison Village Apt B, Mckeesport 15132

Inspection #

Census Tract: 65521

Property Type: (Multi-Family

2 Units)

Inspector: Currier Wolfe

Inspection Date: September 22, 2022

Time : 12:55

3rd Floor

Bedroom, Right

Section 622

007 (O)(D)

Class 4

Location:

None

Violation Status: First

Violation:

Missing, deteriorated, or damaged coving/baseboard(s).

Remedy:

Provide/repair/replace.

Comments: Missing baseboards in rear right bedroom. Repair/replace.

All Levels

Apartment

Section 652

004 (O)(D)

Class 2

Location:

None

Violation Status: First

Violation:

Severe cockroach infestation, cockroaches underfoot.

Remedy:

Exterminate entire dwelling using licensed pesticide treatment company.

Comments: Entire apartment filled with cockroaches - including multiple alive ones seen per floor -

cockroach feces and other detrius omnipresent. Exterminate infestation.

All Levels

Apartment

Section 641 A 004 (O)(D)

Class 3

Location:

None

Violation Status: First

Violation:

No smoke detector(s) on each story within the dwelling unit, including basement or

Remedy:

Provide single or multiple-station smoke detector on each story within the dwelling

unit, including basement or cellar.

Comments: No smoke detectors in apartment. Reinstall smoke detectors.

All Levels

Apartment

Section 628 A 031 (O)(D)

Class 3

Location:

None

Violation Status: First

Violation:

Inoperable electrical convenience outlet(s).

Remedy:

Repair.

Comments: All GFI outlets in apartment are dead, will not test or reset either. Repair.

Run Dale: 09/22/2022

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Property Address: 13 Harrison Village Apt B, Mckeesport 15132

Inspection # 1

Census Tract: 55521

Property Type: (Multi-Family 2 Units)

Inspector: Currier Wolfe

Inspection Date: September 22, 2022

Time: 12:55

----- END OF REPORT -----

All Violations Verified by the Inspector :

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