

ALLEGHENY COUNTY HEALTH DEPARTMENT  
ADMINISTRATIVE HEARINGS

McKEESPORT HOUSING AUTHORITY,

Appellant,

v.

ALLEGHENY COUNTY HEALTH  
DEPARTMENT,

Appellee.

In re: 13-B Harrison Village

Docket No. ACHD-22-050

**JOINT MOTION TO DISMISS**

FILED ON BEHALF OF:

**McKEESPORT HOUSING  
AUTHORITY, APPELLANT**

COUNSEL OF RECORD:

**Counsel for Appellant:**

James W. Creenan, Esquire

Pa. ID. No. 79213

Joanne L. Parise, Esquire

Pa. ID. No. 328877

Creenan & Baczkowski, PC  
Town Square Professional Building  
3907 Old William Penn Highway  
Suite 304  
Murrysville, PA 15668  
(724) 733-8832  
(724) 733-8834 (facsimile)  
jcreenan@cbattorneys.com  
jparise@cbattorneys.com

**Counsel for Appellee:**

Elizabeth Rubenstein, Esquire

Pa. ID. No. 323254

Allegheny County Health Department  
301 39th Street  
Clack Health Center, Building # 7  
Pittsburgh, PA 15201-1811  
(412) 578-8361  
elizabeth.rubenstein@alleghenycounty.us

ALLEGHENY COUNTY HEALTH DEPARTMENT  
ADMINISTRATIVE HEARINGS

McKEESPORT HOUSING AUTHORITY,      In re: 13-B Harrison Village

Appellant,

Docket No. ACHD-22-050

v.

ALLEGHENY COUNTY HEALTH  
DEPARTMENT,

Appellee.

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, upon consideration of Appellant McKeesport Housing Authority's and Appellee Allegheny County Health Department's *Joint Motion to Dismiss* and upon consent of the parties, IT IS HEREBY ORDERED that the Motion is GRANTED, as follows:

- (1) The Enforcement Action of SR# HCE-20220811-3955 is hereby DISMISSED.
- (2) McKeesport Housing Authority's Appeal is hereby DISMISSED, without prejudice.

CONSENTED TO:

/s/ Joanne L. Parise  
James W. Creenan, Esquire  
Pa. ID. No. 79213  
Joanne L. Parise, Esquire  
Pa. ID. No. 328877  
*Counsel for Appellant McKeesport Housing Authority*

/s/ Elizabeth Rubenstein  
Elizabeth Rubenstein, Esquire  
Pa. ID. No. 323254  
*Assistant Solicitor for Appellee Allegheny County Health Department*

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John F. McGowan  
Hearing Officer  
Allegheny County Health Department

ALLEGHENY COUNTY HEALTH DEPARTMENT  
ADMINISTRATIVE HEARINGS

McKEESPORT HOUSING AUTHORITY,      In re: 13-B Harrison Village

Appellant,  
v.

Docket No. ACHD-22-050

ALLEGHENY COUNTY HEALTH  
DEPARTMENT,

Appellee.

**JOINT MOTION TO DISMISS**

AND NOW, comes Appellant McKeesport Housing Authority by and through its counsel Creenan & Baczkowski, PC and James W. Creenan, Esquire and Joanne L. Parise, Esquire, and Appellee Allegheny County Health Department, through its counsel Elizabeth Rubenstein, Esquire, and file their Joint Motion to Dismiss, as follows:

1.      On September 22, 2022, the Allegheny County Health Department (“**ACHD**”) issued a notice of alleged violations of Article VI, “Houses and Community Environment,” of the Allegheny County Health Department Rules and Regulations (“**September 22 Notice**”) for the property located at 13-B Harrison Village, McKeesport, PA 15132 (“**Property**”), in the matter of SR# HCE-20220811-3955 (“**Enforcement Action**”). A true and correct copy of the September 22 Notice is attached as **Exhibit A**.

2.      On October 21, 2022, the McKeesport Housing Authority (“**MHA**”) filed a Notice of Appeal from the September 22 Notice. A true and correct copy of the October 21, 2022 Notice of Appeal is attached as **Exhibit B**.

3.      On January 10, 2023, the ACHD issued a notice of alleged violations of Article VI, “Houses and Community Environment,” of the Allegheny County Health Department Rules and

Regulations (“**January 10 Notice**”) for the Property in the Enforcement Action. A true and correct copy of the January 10 Notice is attached as **Exhibit C**.

4. On February 9, 2023, MHA filed a Notice of Appeal from the January 10 Notice. A true and correct copy of the February 9, 2023 Notice of Appeal is attached as **Exhibit D**.

5. On April 20, 2023, ACHD closed its case for the Property, as set forth in the letter attached as **Exhibit E**.

6. MHA and ACHD consent to the dismissal of the Enforcement Action.

7. MHA and ACHD consent to the dismissal of MHA’s appeal without prejudice to MHA’s right to raise the objections raised in the Notices of Appeal in any future enforcement action arising out of or relating to the September 22 Notice, the January 10 Notice, the Enforcement Action, and/or the Property.

WHEREFORE, Appellant McKeesport Housing Authority respectfully requests that the Hearing Officer enter the attached proposed order dismissing the Enforcement Action and MHA’s appeals, without prejudice.

Respectfully Submitted,

CREENAN & BACZKOWSKI, PC

ALLEGHENY COUNTY HEALTH DEPARTMENT

BY: /s/ Joanne L. Parise  
James W. Creenan, Esquire  
Pa. ID. No. 79213  
Joanne L. Parise, Esquire  
Pa. ID. No. 328877  
*Counsel for Appellant McKeesport  
Housing Authority*

BY: /s/ Elizabeth Rubenstein  
Elizabeth Rubenstein, Esquire  
Pa. ID. No. 323254  
*Assistant Solicitor for Appellee  
Allegheny County Health Department*

COUNTY OF



ALLEGHENY

RICH FITZGERALD  
COUNTY EXECUTIVE

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,

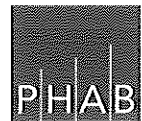
Currier Wolfe  
Environmental Health Specialist I



GW:Sb

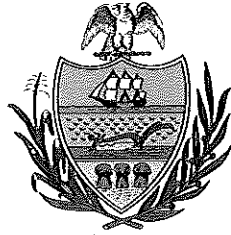


DEBRA BOGEN, MD, FAAP, FABM, DIRECTOR  
ALLEGHENY COUNTY HEALTH DEPARTMENT  
HOUSING & COMMUNITY ENVIRONMENT PROGRAM  
3190 SASSAFRAS WAY (NEAR 32ND ST. AT LIBERTY AVE.)  
PITTSBURGH, PA 15201-1443  
PHONE: 412.350.4046 • FAX: 412.350.2792  
WWW.ALLEGHENYCOUNTY.US/HEALTHDEPARTMENT



Advancing  
public health  
performance

COUNTY OF



ALLEGHENY

RICH FITZGERALD  
COUNTY EXECUTIVE

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 Tract : 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 property manager prior to the end of the six-month rent withholding period, it is determined that the property 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 landlord 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 2 Units)

Inspector : Currier Wolfe      Inspection Date : September 22, 2022      Time : 12:55

**Contacts:**

Ms LA TOIA JETER      Occupant  
13 Harrison Village Apt B  
Mc Keesport , PA 15132  
  
(412) 330-0036

HOUSING AUTHORITY OF CITY OF MCKEESPORT  
Owner  
C/O Ms Sarah Cash  
2901 Brownlee Avenue Fl 2  
Mckeesport , PA 15132

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*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.

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**No Specific Level**

**Apartment**

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 :    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.

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

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**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 : 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.

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**1st Floor**      **Laundry Room**

Section 632 A 112 (O)(D)      Class 4

Location : None      Violation Status : **First**

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.

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**2nd Floor**      **Bathroom**

Section 640    001 (O)(D)      Class 4

Location : None      Violation Status : **First**

Violation : Bathroom floor not reasonably impervious to water.

Remedy : Seal, caulk, or provide coving to keep floor watertight.

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

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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

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**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 cellar.  
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.

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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

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

All Violations Verified by the Inspector : C Wolfe



# 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 Avenue

City McKeesport State PA Zip 15132 Email \_\_\_\_\_

Phone 412-673-6942 Fax (optional) \_\_\_\_\_

If you are represented by an attorney, please provide contact information for your attorney:

Name Joanne L. Parise, Esquire

Mailing Address 3907 Old William Penn Highway, Suite 304

City Murrysville State PA Zip 15668 Email jparise@cbattorneys.com

Phone 724-733-8832 Fax (optional) 724-733-8834

Describe your objections to the Department's actions and a statement describing the relief you want the Hearing Officer to grant. *(The objections may be factual or legal and must be specific. If you fail to state an objection here, you may be barred from raising it later in your appeal. Use additional pages if necessary.)*

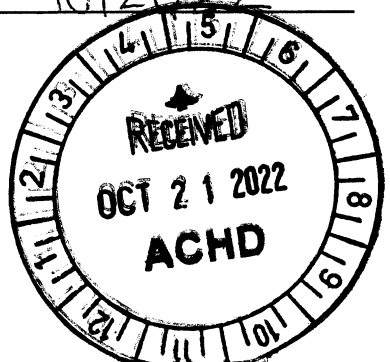
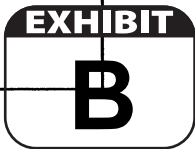
Please see the attached Objections to Department's Actions and Statement Describing Requested

Relief.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By filing this Notice of Appeal with the Allegheny County Health Department, I hereby certify that the information submitted is true and correct to the best of my information and belief.**

Signature Joanne L. Parise Date 10/21/22

Appeals should be submitted in person or by mail to:  
Allegheny County Health Department  
Attention: Hearing Officer  
542 4th Avenue  
Pittsburgh, PA 15219



**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

(“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;
- c. ACHD reimburse to MHA its 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.



COUNTY OF



ALLEGHENY

RICH FITZGERALD  
COUNTY EXECUTIVE

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

GW:SB



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



Advancing  
public health  
performance

COUNTY OF



ALLEGHENY

RICH FITZGERALD  
COUNTY EXECUTIVE

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

September 22, 2022

RE : Service Request # **HCE-20220811-3955**

Property Address : 13 HARRISON VILLAGE APT B  
McKeesport, PA 15132  
Census Tract : 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 property manager prior to the end of the six-month rent withholding period, it is determined that the property 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 landlord 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,

Handwritten signature of Currier Wolfe in black ink.

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 2 Units)

Inspector : Currier Wolfe      Inspection Date : September 22, 2022      Time : 12:55

**Contacts:**

Ms LA TOIA JETER      Occupant  
13 Harrison Village Apt B  
Mc Keesport , PA 15132  
  
(412) 330-0036

HOUSING AUTHORITY OF CITY OF MCKEESPORT  
Owner  
C/O Ms Sarah Cash  
2901 Brownlee Avenue Fl 2  
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 :    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 :    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.



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

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**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 : 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.



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**1st Floor**      **Laundry Room**

Section 632 A 112 (O)(D)      Class 4

Location : None      Violation Status : **First**

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.



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**2nd Floor**      **Bathroom**

Section 640 001 (O)(D)      Class 4

Location : None      Violation Status : **First**

Violation : Bathroom floor not reasonably impervious to water.

Remedy : Seal, caulk, or provide coving to keep floor watertight.

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

---

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

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**2nd Floor**

**Living Room**

Section 628 A 043 (O)(D)

Class 4

Location : None

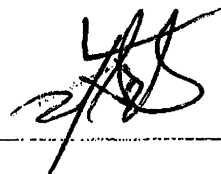
Violation Status : **First**

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)

Class 4

Location : None

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. Repair.

---

**2nd Floor**

**Kitchen**

Section 622 011 (O)(D)

Class 4

Location : None

Violation Status : **First**

Violation : Hole(s) in wall.

Remedy : Repair, make solid.

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

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**3rd Floor**

**Bedroom, Front**

Section 628 A 031 (O)(D)

Class 3

Location : None

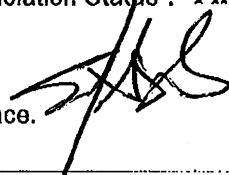
Violation Status : **First**

Violation : Inoperable electrical convenience outlet(s).

Remedy : Repair.

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

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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

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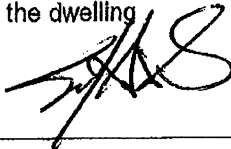
**3rd Floor**      **Bedroom, Right**  
Section 622 007 (O)(D)      Class 4  
Location : None      Violation Status : **First**  
Violation : Missing, deteriorated, or damaged covng/baseboard(s).  
Remedy : Provide/repair/replace.  
Comments : Missing baseboards in rear right bedroom. Repair/replace.

---

**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 cellar.  
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.



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**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.

---

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

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

All Violations Verified by the Inspector : C Wolfe

COUNTY OF



ALLEGHENY

RICH FITZGERALD  
COUNTY EXECUTIVE

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

January 10, 2023

RE : SR# HCE-20220811-3955

Property 13 HARRISON VILLAGE APT B  
Address : Mckeesport, PA 15132  
Census Tract : 55521

Dear Sir/Madam:

Re: Violation of Section(s) 622, 640 & 652 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, 640 & 652 of Article VI of the Allegheny County Health Department Rules and Regulations. Said violations, see inspection report dated 12/15/2022 occurred on or about 09/22/2022 and continues 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 by 02/14/2023. In the event that the condition is not abated by 02/14/2023, you are hereby notified that the Department is authorized to levy a civil penalty of up to \$10,000.00 for the violation of the within sections. In the event that violations are not corrected by the next compliance date, an additional civil penalty of up to \$2,500.00 per day may be levied.

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 regarding this matter, you may feel free to contact the undersigned at 412-350-4046.

Sincerely,

Chris Zeiler  
Environmental Health Supervisor  
CLZ:Sb  
Attachment  
cc: Occupant



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





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

Re: 13 Harrison Village  
Mckeesport, PA 15132  
SR# HCE-20220811-3955

**IMPORTANT NOTICE**

A letter dated 01/10/2023 has been mailed to you by the Allegheny County Health Department notifying you of the possibility that a Civil Penalty will be levied by virtue of your failure to take certain action.

If you fail to take action pursuant to said letter, a judgment may be entered against you in the Court of Common Pleas of Allegheny County. The Sheriff may take your money or other property to pay the judgment any time after the judgment is entered.

**YOU ARE WARNED THAT IF YOU FAIL TO CORRECT VIOLATIONS CONTAINED IN SAID LETTER THAT THE ALLEGHENY COUNTY HEALTH DEPARTMENT MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.**

Allegheny County Health Department  
Housing and Community Environment Program  
3190 Sassafras Way  
Pittsburgh, Pa.15201

# Allegheny County Health Department

## Inspection Report - Complaint Housing

SR#: HCE-20220811-3955

Owner Violations

Property Address : **13 Harrison Village Apt B, McKeesport 15132**

Inspection # 2      Census Tract : 55521      Property Type : (Multi-Family 2 Units)

Inspector : Elliot Schlaich      Inspection Date : December 15, 2022      Time : 12:00

**Contacts:**

Ms LA TOIA JETER      Occupant  
13 Harrison Village Apt B  
Mc Keesport , PA 15132  
  
(412) 330-0036

HOUSING AUTHORITY OF CITY OF MCKEESPORT  
Owner  
C/O Ms Sarah Cash  
2901 Brownlee Avenue Fl 2  
McKeesport , PA 15132

Listed below are the Article 6 violations that require corrective action :

**No Specific Level**

**Apartment**

Section 622    006 (O)(D)

Class 4

Location :    None

Violation Status : **Remains**

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.

**1st Floor**

**Entrance**

Section 622    006 (O)(D)

Class 4

Location :    None

Violation Status : **Remains**

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.

**2nd Floor**

**Bathroom**

Section 640    001 (O)(D)

Class 4

Location :    None

Violation Status : **Remains**

Violation :    Bathroom floor not reasonably impervious to water.

Remedy :      Seal, caulk, or provide coving to keep floor watertight.

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



Property Address : **13 Harrison Village Apt B, Mckeesport 15132**

Inspection # 2          Census Tract : 55521          Property Type : (Multi-Family 2 Units)

Inspector : Elliot Schlaich          Inspection Date : December 15, 2022          Time : 12:00

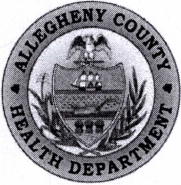
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Comments: Inspector knocked on neighboring apartments and gained access to APT 13A where roaches were observed walking in living room.

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

All Violations Verified by the Inspector :

  
\_\_\_\_\_



# 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 Avenue

City McKeesport State PA Zip 15132 Email \_\_\_\_\_

Phone 412-673-6942 Fax (optional) \_\_\_\_\_

If you are represented by an attorney, please provide contact information for your attorney:

Name Joanne L. Parise, Esquire

Mailing Address 3907 Old William Penn Highway, Suite 304

City Murrysville State PA Zip 15668 Email jparise@cbattorneys.com

Phone 724-733-8832 Fax (optional) 724-733-8834

Describe your objections to the Department's actions and a statement describing the relief you want the Hearing Officer to grant. *(The objections may be factual or legal and must be specific. If you fail to state an objection here, you may be barred from raising it later in your appeal. Use additional pages if necessary.)*

Please see the attached Objections to Department's Actions and Statement Describing Requested

Relief.

**By filing this Notice of Appeal with the Allegheny County Health Department, I hereby certify that the information submitted is true and correct to the best of my information and belief.**

Signature *Joanne Parise* Date 2/9/23

Appeals should be submitted in person or by mail to:  
**Allegheny County Health Department**  
**Attention: Hearing Officer**  
**542 4th Avenue**  
**Pittsburgh, PA 15219**



**Allegheny County Health Dept. v. McKeesport Housing Authority**

**SR#: HCE-20220811-3955**

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

**Inspection Date: 12/15/2022**

**Inspector: Elliot Schlaich**

**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 January 10, 2023, 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 because Section 622 is impermissibly vague in violation of due process, as it is impossible to distinguish on the face of the Ordinance what constitutes floors, walls, and ceilings as being “sound and tight” and what constitutes “good repair and in safe condition,” and thus does not adequately apprise MHA of the nature of the offense.

3. MHA objects to the Notice because Section 622 is impermissibly vague in violation of due process, as it is impossible to distinguish on the face of the Ordinance what constitutes a “Class 4 Violation”. Further, Section 615 of Article VI which purports to define the term “Class 4 Violation” is vague and ambiguous, and thus does not adequately apprise MHA of the nature of the offense.

4. MHA objects to the Notice because Section 640 is impermissibly vague in violation of due process, as it is impossible to distinguish on the face of the Ordinance what constitutes “reasonably impervious to water,” and thus does not adequately apprise MHA of the nature of the offense.

5. MHA objects to the Notice because Section 640 is impermissibly vague in violation of due process, as it is impossible to distinguish on the face of the Ordinance what constitutes a “Class 4 Violation”. Further, Section 615 of Article VI which purports to define the term “Class 4 Violation” is vague and ambiguous, and thus does not adequately apprise MHA of the nature of the offense.

6. MHA objects to the Notice because Section 652 is impermissibly vague in violation of due process, as it is impossible to distinguish on the face of the Ordinance what constitutes an “infestation” of cockroaches. Further, Section 604 of Article VI which purports to define the term “infestation” is impermissibly vague in violation of due process.

7. MHA objects to the Notice because Section 652 is impermissibly vague in violation of due process, as it is impossible to distinguish on the face of the Ordinance what constitutes a “Class 2 Violation”. Further, Section 615 of Article VI which purports to define the terms “Class 2 Violation” and “Major Pest Vector Problem” is vague and ambiguous, and thus does not adequately apprise MHA of the nature of the offense.

8. MHA objects to the Notice as all alleged violations in the Notice were caused by the occupant, LaToia Jeter (“**Jeter**”) failing to properly maintain the unit as required by the terms of her lease with MHA (“**Lease**”).

9. MHA objects to the Notice relating to the alleged violation of Section 622 for “missing, deteriorated, or torn floor covering, causing a tripping hazard, potential lead hazard, providing insect harborage, and/or exposing carpet nail or tack strip” as set forth in the Inspection Report at Page 1 of 3 for the following reasons:

- a. 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.
- b. Jeter and/or her family caused the referenced damage to the flooring in the unit in violation of the terms of her Lease with MHA.
- c. Jeter has continuously refused to remove the layer of trash and clutter that is covering the floor of the unit to provide MHA with access to repair the floor tiles.
- d. MHA provided Jeter with notice on January 27, 2023 of MHA’s intent to enter the unit on February 6, 2023 at 9:00 a.m. to repair the damaged floor tiles. The notice confirmed Jeter’s obligation to maintain the unit in a clean manner such that the conditions do not pose a health or safety threat to MHA’s staff and/or its contractors. The notice specifically confirmed Jeter’s obligation to ensure that the floors of the unit were free of garbage and other clutter so that MHA’s staff and contractors could access the floors, walls, and baseboards to perform the repairs. Jeter failed and refused to clean the surfaces on which MHA’s employees and contractors needed to work of waste and other substances and to clear the floor of garbage and other clutter, and thereby precluded MHA from performing the repairs. MHA notified Jeter of MHA’s intent to make the



repairs once Jeter has prepared the unit for the contractors to safely access the unit to make the repairs. A true and correct copy of the Notice is attached as

**Exhibit A.**

10. MHA objects to the Notice relating to the alleged violation of Section 622 for “missing, deteriorated, or torn floor covering, causing a tripping hazard, potential lead hazard, providing insect harborage, and/or exposing carpet nail or tack strip” in the 1<sup>st</sup> floor entrance as set forth in the Inspection Report at Page 1 of 3 for the following reasons:

- a. 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.
- b. Jeter and/or her family caused the referenced damage to the flooring in the unit in violation of the terms of her Lease with MHA.
- c. Jeter has continuously refused to remove the layer of trash and clutter that is covering the floor of the unit to provide MHA with access to repair the floor tiles.
- d. MHA provided Jeter with notice on January 27, 2023 of MHA’s intent to enter the unit on February 6, 2023 at 9:00 a.m. to repair the damaged floor tiles. The notice confirmed Jeter’s obligation to maintain the unit in a clean manner such that the conditions do not pose a health or safety threat to MHA’s staff and/or its contractors. The notice specifically confirmed Jeter’s obligation to ensure that the floors of the unit were free of garbage and other clutter so that MHA’s staff and contractors could access the floors, walls, and baseboards to perform the repairs. Jeter failed and refused to clean the surfaces on which MHA’s

employees and contractors needed to work of waste and other substances and to clear the floor of garbage and other clutter, and thereby precluded MHA from performing the repairs. MHA notified Jeter of MHA's intent to make the repairs once Jeter has prepared the unit for the contractors to safely access the unit to make the repairs. *See Ex. A.*

11. MHA objects to the Notice relating to the alleged violation of Section 640 for "bathroom floor not reasonably impervious to water" in the 2<sup>nd</sup> floor bathroom as set forth in the Inspection Report at Page 1 of 3 for the following reasons:

- a. Jeter and/or her family caused the referenced damage to the flooring in the unit in violation of the terms of her Lease with MHA.
- b. Jeter has continuously refused to remove the layer of trash and clutter that is covering the floor of the unit to provide MHA with access to repair the floor tiles.
- c. MHA provided Jeter with notice on January 27, 2023 of MHA's intent to enter the unit on February 6, 2023 at 9:00 a.m. to repair the damaged floor tiles. The notice confirmed Jeter's obligation to maintain the unit in a clean manner such that the conditions do not pose a health or safety threat to MHA's staff and/or its contractors. The notice specifically confirmed Jeter's obligation to ensure that the floors of the unit were free of garbage and other clutter so that MHA's staff and contractors could access the floors, walls, and baseboards to perform the repairs. Jeter failed and refused to clean the surfaces on which MHA's employees and contractors needed to work of waste and other substances and to clear the floor of garbage and other clutter, and thereby precluded MHA from

performing the repairs. MHA notified Jeter of MHA's intent to make the repairs once Jeter has prepared the unit for the contractors to safely access the unit to make the repairs. *See Ex. A.*

12. MHA objects to the Notice relating to the alleged violation of Section 622 for "peeling or bubbled paint on wall(s)" in the 2<sup>nd</sup> floor living room as set forth in the Inspection Report at Page 2 of 3 for the following reasons:

- a. Section 622 does not, on its face, apply to finishes and, therefore, does not apply to paint.
- b. Section 622 does not, on its face, reference paint, 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 paint on the walls of the unit in violation of the terms of her Lease with MHA.
- d. Jeter has continuously refused to remove the layer of trash and clutter that is covering the floor of the unit to provide MHA with access to the walls to be able to paint.
- e. MHA provided Jeter with notice on January 27, 2023 of MHA's intent to enter the unit on February 6, 2023 at 9:00 a.m. to refinish and paint peeling and/or bubbled paint. The notice confirmed Jeter's obligation to maintain the unit in a clean manner such that the conditions do not pose a health or safety threat to MHA's staff and/or its contractors. The notice specifically confirmed Jeter's obligation to ensure that the floors of the unit were free of garbage and other clutter so that MHA's staff and contractors could access the floors, walls, and baseboards to perform the repairs. Jeter failed and refused to clean the surfaces

on which MHA's employees and contractors needed to work of waste and other substances and to clear the floor of garbage and other clutter, and thereby precluded MHA from performing the repairs. MHA notified Jeter of MHA's intent to make the repairs once Jeter has prepared the unit for the contractors to safely access the unit to make the repairs. *See Ex. A.*

13. MHA objects to the Notice relating to the alleged violation of Section 622 for "hole(s) in wall" in the 2<sup>nd</sup> floor kitchen as set forth in the Inspection Report at Page 2 of 3 for the following reasons:

- a. Jeter and/or her family caused the referenced damage to the wall/backsplash in violation of the terms of her Lease with MHA.
- b. Jeter has continuously refused to remove the layer of trash and clutter 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.
- c. MHA provided Jeter with notice on January 27, 2023 of MHA's intent to enter the unit on February 6, 2023 at 9:00 a.m. to repair the hole in the wall. The notice confirmed Jeter's obligation to maintain the unit in a clean manner such that the conditions do not pose a health or safety threat to MHA's staff and/or its contractors. The notice specifically confirmed Jeter's obligation to ensure that the floors of the unit were free of garbage and other clutter so that MHA's staff and contractors could access the floors, walls, and baseboards to perform the repairs. Jeter failed and refused to clean the surfaces on which MHA's employees and contractors needed to work of waste and other substances and to clear the floor of garbage and other clutter, and thereby precluded MHA from

performing the repairs. MHA notified Jeter of MHA's intent to make the repairs once Jeter has prepared the unit for the contractors to safely access the unit to make the repairs. *See Ex. A.*

14. MHA objects to the Notice relating to the alleged violation of Section 622 for "missing, deteriorated, or damaged coving/baseboard(s)" in the 3<sup>rd</sup> floor bedroom (right) as set forth in the Inspection Report at Page 2 of 3 for the following reasons:

- a. 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.
- b. Jeter and/or her family caused the referenced damage to the subject baseboards in violation of the terms of her Lease with MHA.
- c. Jeter has continuously refused to remove the layer of trash and clutter that is covering the floor of the unit to provide MHA with access to the baseboards to perform any repairs.
- d. MHA provided Jeter with notice on January 27, 2023 of MHA's intent to enter the unit on February 6, 2023 at 9:00 a.m. to repair the baseboards. The notice confirmed Jeter's obligation to maintain the unit in a clean manner such that the conditions do not pose a health or safety threat to MHA's staff and/or its contractors. The notice specifically confirmed Jeter's obligation to ensure that the floors of the unit were free of garbage and other clutter so that MHA's staff and contractors could access the floors, walls, and baseboards to perform the repairs. Jeter failed and refused to clean the surfaces on which MHA's employees and contractors needed to work of waste and other substances and

to clear the floor of garbage and other clutter, and thereby precluded MHA from performing the repairs. MHA notified Jeter of MHA's intent to make the repairs once Jeter has prepared the unit for the contractors to safely access the unit to make the repairs. *See Ex. A.*

15. MHA objects to the Notice relating to the alleged violation of Section 652 for "severe cockroach infestation, cockroaches underfoot" as set forth in the Inspection Report at Page 2 of 3 for the following reasons:

- a. Section 652 is impermissibly vague in violation of due process, as the term "infestation" is vague and undefined.
- b. The description of the "violation" is impermissibly vague in violation of due process, specifically, the terms "severe cockroach infestation", "filled", and "multiple" are vague and undefined, and thus does not adequately apprise MHA of the nature of the offense.
- c. 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".
- d. Jeter and/or her family 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 unpackaged food throughout the unit and failing to properly dispose of garbage and allowing garbage to accumulate throughout the unit.
- e. The Notice does not establish that MHA failed to comply with its obligations, if any, to exterminate.

- f. MHA respectfully submits that MHA does regularly provide extermination services at the subject premises and at all of its sites.
  - g. Jeter has repeatedly refused to permit MHA to access the unit to provide extermination services.
  - h. MHA performed extermination services at the premises on January 20, 2023.
  - i. MHA again performed intensive extermination services at the premises on February 6, 2023, including aerosol treatment, dust treatment, and vacuum treatment and laying traps.
  - j. MHA has regularly performed extermination services in the unit, but Jeter repeatedly refusing to permit MHA to access the unit to perform extermination services and leaving open containers of food and garbage throughout the unit interferes with MHA's effort to eradicate the pests.
16. **Requested Relief.** MHA respectfully requests that:
- a. ACHD withdraw the Notice;
  - b. ACHD reimburse to MHA its costs, expenses, and fees in responding to the Notice; and,
  - c. 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.

McKEESPORT  
**MHA**  
HOUSING AUTHORITY

BOARD OF DIRECTORS

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(1942-2017)

February 9, 2023

On February 6, 2023, members of the McKeesport Housing Authority (“MHA”) maintenance staff and MHA’s contractor and its employees arrived at 13-B Harrison Village (“Premises”) to make repairs to the floor tiles, baseboards, and walls pursuant to the attached Notice that MHA served to you on January 27, 2023. Despite your obligations under your Lease and the specific direction in the Notice, you had not cleaned the surfaces that MHA and its contractor needed to access and had not cleared the floors of garbage and other clutter. As a result, MHA’s contractor refused to enter the Premises to make the repairs and MHA was not able to complete the repairs. Once you have cleaned the surfaces within the unit, cleared the floor of garbage and other clutter, and properly disposed of the garbage throughout the Premises such that MHA’s contractor can safely access the areas requiring repair, please contact **Ken Filotei** at (412) 673-6942 x 321 to reschedule the repairs.



2901 Brownlee Avenue - 2nd Floor  
McKeesport, PA 15132-1759  
Phone: 412-673-6942 • Fax: 412-673-1706  
TDD#: 412-673-4711  
[www.mckha.org](http://www.mckha.org)



Equal Housing Opportunity





MCKEESPORT  
**MHA**  
HOUSING AUTHORITY

BOARD OF DIRECTORS

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(1947-2022)

January 27, 2023

TAKE NOTICE that on Monday February 6th, 2023 at 9:00 AM, the McKeesport Housing Authority and its Contractor(s) will access 13-B Harrison Village ("Unit") to perform the following services:

1. Repair any broken or missing floor tiles;
2. Repair any damaged or missing baseboards;
3. Refinish and paint peeling and/or bubbled paint in the living room;
4. Repair any holes in the kitchen wall(s); and,
5. Perform extermination services.

MHA may also perform a housekeeping inspection in its discretion.

Recall that your Lease requires you to maintain the Unit in a decent, safe, clean and sanitary condition and, specifically, to dispose of all garbage from the Unit in a sanitary and safe manner. We specifically require that you clean and sanitize all surfaces due to your prior failure to clean feces, urine, and other waste.

Your Lease requires you to permit MHA staff to enter the Unit for all inspection, maintenance, repair and pest control purposes.

In accordance with the requirements of your Lease, you must ensure that:

1. the Unit is clean, sanitized, and does not pose a threat to the health and/or safety of the MHA staff or contractors;
2. the floors are free of garbage and other clutter so that the MHA staff and its contractors can safely access all areas of the Unit, including the floor, the baseboards, and the walls to be able to perform the repairs described above;
3. you grant MHA and its contractor access to the Unit.

Previously you have not met these obligations to ensure the premises meets basic cleanliness standards. Please be alerted that your failure to comply with the above obligations and other requirements of cooperation with the MHA and its Contractors will constitute a breach of your Lease and result in a termination of the Lease.

This Notice shall not constitute a waiver of MHA's other authority and rights as to the Unit and the Lease.



Equal Housing Opportunity

2901 Brownlee Avenue - 2nd Floor  
McKeesport, PA 15132-1759  
Phone: 412-673-6942 • Fax: 412-673-1706  
TDD#: 412-673-4711  
www.mckha.org



COUNTY OF



ALLEGHENY

RICH FITZGERALD  
COUNTY EXECUTIVE

January 10, 2023

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

RE : SR# HCE-20220811-3955

Property 13 HARRISON VILLAGE APT B  
Address : Mckeesport, PA 15132  
Census Tract : 55521

Dear Sir/Madam:

Re: Violation of Section(s) 622, 640 & 652 of Article VI Allegheny County Health Department Rules and Regulations entitled Houses and Community Environment at the above mentioned property.

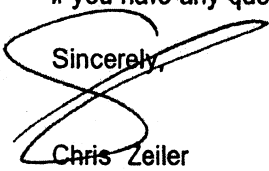
You are hereby notified that you are in violation of Section(s) 622, 640 & 652 of Article VI of the Allegheny County Health Department Rules and Regulations. Said violations, see inspection report dated 12/15/2022 occurred on or about 09/22/2022 and continues to the present time.

On behalf of the Director of the Allegheny County Health Department, it is hereby ordered that you shall abate the above situation by 02/14/2023. In the event that the condition is not abated by 02/14/2023, you are hereby notified that the Department is authorized to levy a civil penalty of up to \$10,000.00 for the violation of the within sections. In the event that violations are not corrected by the next compliance date, an additional civil penalty of up to \$2,500.00 per day may be levied.

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 regarding this matter, you may feel free to contact the undersigned at 412-350-4046.

Sincerely,

  
Chris Zeiler  
Environmental Health Supervisor  
CLZ:Sb  
Attachment  
cc: Occupant



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

PHAB

Advancing  
public health  
performance

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

**Re: 13 Harrison Village  
Mckeesport, PA 15132  
SR# HCE-20220811-3955**

**IMPORTANT NOTICE**

**A letter dated 01/10/2023 has been mailed to you by the Allegheny County Health Department notifying you of the possibility that a Civil Penalty will be levied by virtue of your failure to take certain action.**

**If you fail to take action pursuant to said letter, a judgment may be entered against you in the Court of Common Pleas of Allegheny County. The Sheriff may take your money or other property to pay the judgment any time after the judgment is entered.**

**YOU ARE WARNED THAT IF YOU FAIL TO CORRECT VIOLATIONS CONTAINED IN SAID LETTER THAT THE ALLEGHENY COUNTY HEALTH DEPARTMENT MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.**

**Allegheny County Health Department  
Housing and Community Environment Program  
3190 Sassafras Way  
Pittsburgh, Pa.15201**

# Allegheny County Health Department

## Inspection Report - Complaint Housing

SR#: HCE-20220811-3955

Owner Violations

Property Address : **13 Harrison Village Apt B, Mckeesport 15132**

Inspection # 2

Census Tract : 55521

Property Type : (Multi-Family 2 Units)

Inspector : Elliot Schlaich

Inspection Date : December 15, 2022

Time : 12:00

**Contacts:**

Ms LA TOIA JETER Occupant

13 Harrison Village Apt B

Mc Keesport , PA 15132

(412) 330-0036

HOUSING AUTHORITY OF CITY OF MCKEESPORT

Owner

C/O Ms Sarah Cash

2901 Brownlee Avenue Fl 2

Mckeesport , PA 15132

~~Listed below are the Article 6 violations that require corrective action:~~

**No Specific Level**

**Apartment**

Section 622 006 (O)(D)

Class 4

Location : None

Violation Status : **Remains**

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.

**1st Floor**

**Entrance**

Section 622 006 (O)(D)

Class 4

Location : None

Violation Status : **Remains**

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.

**2nd Floor**

**Bathroom**

Section 640 001 (O)(D)

Class 4

Location : None

Violation Status : **Remains**

Violation : Bathroom floor not reasonably impervious to water.

Remedy : Seal, caulk, or provide coving to keep floor watertight.

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

Property Address : **13 Harrison Village Apt B, Mckeesport 15132**

Inspection # 2      Census Tract : 55521      Property Type : (Multi-Family 2 Units)

Inspector : Elliot Schlaich      Inspection Date : December 15, 2022      Time : 12:00

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**2nd Floor      Living Room**

Section 622    014 (O)(D)      Class 4

Location :    None      Violation Status : **Remains**

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. Repair.

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**2nd Floor      Kitchen**

Section 622    011 (O)(D)      Class 4

Location :    None      Violation Status : **Remains**

Violation :    Hole(s) in wall.

Remedy :      Repair, make solid.

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

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**3rd Floor      Bedroom, Right**

Section 622    007 (O)(D)      Class 4

Location :    None      Violation Status : **Remains**

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

Remedy :      Provide/repair/replace.

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

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**All Levels      Apartment**

Section 652    004 (O)(D)      Class 2

Location :    None      Violation Status : **Remains**

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

Cockroach infestation also observed in neighboring apartment.

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Property Address : **13 Harrison Village Apt B, Mckeesport 15132**

Inspection # 2      Census Tract : 55521      Property Type : (Multi-Family 2 Units)

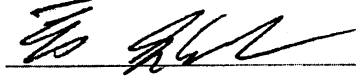
Inspector : Elliot Schlaich      Inspection Date : December 15, 2022      Time : 12:00

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Comments: Inspector knocked on neighboring apartments and gained access to APT 13A where roaches were observed walking in living room.

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

All Violations Verified by the Inspector :



COUNTY OF



ALLEGHENY

RICH FITZGERALD  
COUNTY EXECUTIVE

April 20, 2023

***VIA ELECTRONIC MAIL***

McKeesport Housing Authority  
2901 Brownlee St  
McKeesport, PA 15132  
Attn: Joanne Parise  
[jparise@cbattorneys.com](mailto:jparise@cbattorneys.com)

**Re: 13 Harrison Village Apt B McKeesport, PA 15132**

Attorney Parise,

This letter is to inform you and your client, McKeesport Housing Authority, that the Allegheny County Health Department (“ACHD”) has closed its current case due at 13 Harrison Village Apt B McKeesport, PA 15132. The tenant has not allowed access to the unit and the emergency violations no longer remain. Shall the tenant contact ACHD, we will re-investigate. Thank you for your cooperation.

Sincerely,

---

Elizabeth Rubenstein, Esq.  
Assistant Solicitor



**ALLEGHENY COUNTY HEALTH DEPARTMENT**  
**BUREAU OF ADMINISTRATION**  
542 FOURTH AVENUE • PITTSBURGH, PA 15219  
PHONE (412) 687-ACHD (2243) • FAX (412) 578-8325  
[WWW.ALLEGHENYCOUNTY.US/HEALTHDEPARTMENT](http://WWW.ALLEGHENYCOUNTY.US/HEALTHDEPARTMENT)



**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing JOINT MOTION TO DISMISS has been served on the following via U.S. First Class Mail, postage prepaid, facsimile, electronic mail, or by hand delivery, on April 28, 2023:

Elizabeth Rubenstein, Esquire  
ACHD Assistant Solicitor  
Allegheny County Health Department  
301 39th Street  
Clack Health Center, Building #7  
Pittsburgh, PA 15201-1811

Respectfully Submitted,

CREENAN & BACZKOWSKI, PC

BY: Joanne L. Parise  
James W. Creenan, Esquire  
Pa. ID. No. 79213  
Joanne L. Parise, Esquire  
Pa. ID. No. 328877