

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

April 20, 2018

VIA INTER-OFFICE MAIL AND EMAIL

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

RE: Appeal re 5480 Black Street, Unit 2, Pittsburgh, PA 15206.

Dear Hearing Officer Slater:

On December 6, 2017, the Allegheny County Health Department (“Department”) received an appeal from Renee Robinson, owner of 5480 Black Street, Unit 2, Pittsburgh, PA 15206 (“Property”). Ms. Robinson appealed the complaints made by her tenants who reside at the Property because she believed the tenants should have made her aware of their concerns directly. Moreover, she requests a hearing to recover rent the tenants allegedly placed in escrow.

The Department moves to dismiss this appeal for several reasons. First, Department Rules and Regulations Article XI, Hearings and Appeals (“Article XI”), § 1104(A) requires the appeal to be timely in order to be heard. Ms. Robinson did not describe which Department order she is appealing, therefore, the Department cannot determine whether the appeal is timely.

Second, Article XI § 1104(B) requires the appellant to describe “with particularity the manner in which the Appellant is aggrieved by the action of the Department, the extent to which the Appellant has a direct interest in the action and the grounds for his or her appeal.” The tenants choosing to contact the Department instead of Ms. Robinson is not an action by the Department. Moreover, the Department did not open or manage an escrow account for this case. Ms. Robinson acknowledged this fact in a phone conversation with the Department. The two reasons set forth in Ms. Robinson’s appeal are not actions by the Department and therefore, the Department did nothing to aggrieve Ms. Robinson.

For these reasons, Ms. Robinson’s appeal must be dismissed. If you have any questions, I can be reached at 412-578-2653.



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

Letter to Max Slater

Re: Appeal re 5480 Black Street, Unit 2, Pittsburgh, PA 15206

April 20, 2018

Page 2 of 2

Sincerely,

A handwritten signature in cursive script, appearing to read "Vijyalakshmi Patel".

Vijyalakshmi Patel
ACHD Assistant Solicitor

Enclosures

cc: Michael A. Parker, ACHD Solicitor (via email)

David Namey, Housing and Community Environment Program Manager (via email)

Renee Robinson, Appellant (via email)



Notice of Appeal

RECEIVED DEC 06 2017

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 Renee Robinson

Mailing Address 714 N. Aiken Avenue

City Pittsburgh State PA Zip 15206 Email ReneeL10@hotmail.com

Phone 412-999-8928 Fax (optional) _____

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

Name _____

Mailing Address _____

City _____ State _____ Zip _____ Email _____

Phone _____ Fax (optional) _____

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.)

I'm appealing the complaints made by my tenants at 5480 Black Street Apt. 2, Pittsburgh, PA 15206. The reasons I'm appealing are as follows according to the lease I was not made aware of the problems that they seem to have had with the property. I have decided to not renew the lease; they should vacate on Jan 7th, 2018. After, his notice the tenants made me aware that they want to stay. I'm concerned that the tenants are using these complaints

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. to not pay me rent.

Signature [Signature] Date 12-6-17

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

I would like to have a hearing
to recover my rent that they
have put in an escrow.

Also, if I don't have rent I
can't make the repairs that the
health department would like
fixed.

Thanks for your time.

Benee Robinson

- c) Tenant agrees to allow Landlord or Landlord's representative to enter the leased property whenever necessary to repair damage caused by fire or other mishap.
- d) Any fire or other mishap caused by Tenant, or their guests, is Tenant's full responsibility. This includes the payment of rent and all other terms and conditions of this lease.
- e) Tenant is responsible for damage caused by windows being left open. Any windows and screens broken or doors damaged by anyone is Tenant's responsibility.
- f) Tenant agrees not to hold Landlord responsible for damage or injury caused by water, snow or ice that comes on the property.

23. REPAIRS

- a) Tenant agrees to immediately tell Landlord in writing of any dangerous or defective condition on the Property and in the leased property. If Tenant fails to do so, Tenant is responsible for all injury or mishap caused by dangerous or defective conditions.
- b) Tenant agrees to pay the total cost of any repair that is above normal wear and tear and caused by Tenant or Tenant's guests. Tenant agrees to pay for these damages within thirty days of date billed.
- c) Tenant agrees to pay to open clogged drains, toilets, sinks, and traps caused by Tenant's actions.
- d) If this lease is for a single family home, townhouse or condominium, Tenant agrees to change filters on the furnace every three (3) months. If damage is caused because the filters were not changed, Tenant agrees to pay for all expenses to repair furnace including the service call charge.
- e) Landlord is not responsible for any inconvenience or loss that the needed repair might cause.

24. LEAD BASED PAINT NOTICE

- a) The Federal Environmental Protection Agency requires all Landlords who wish to rent property built before 1978 to give Tenant a Lead Based Paint Pamphlet. This pamphlet explains that young children and pregnant women who are exposed to lead hazards may experience serious health problems. It also explains the physical and mental damage to young children exposed to lead paint and/or lead hazards.
- b) Landlord is required to tell Tenant if Landlord has any knowledge of the presence of lead based paint or lead paint hazards in the property. If there is any lead based paint or lead paint hazard in the property, Landlord has provided Tenant with all available records and reports.
- c) Tenant acknowledges having read the Lead Based Paint Pamphlet and has received the disclosure form before signing this lease. _____ Tenant Initials.

25. LOST KEYS

If Tenant loses his keys or is locked out of his unit, his keys must be replaced. If Landlord is called to help Tenant get into the leased property during office hours, Tenant will be charged a \$25 fee payable prior to being let back into the apartment. If Landlord is called to help Tenant get into the leased property AFTER business hours, the fee will be one hundred (\$100) dollars. If Tenant is locked out after business hours (9:00 AM to 5:00 PM, Monday through Friday), it is recommended that Tenant contact a locksmith directly. If Tenant uses a locksmith, Tenant must pay locksmith directly and provide Landlord with one (1) new key.

26. WATERBEDS

- a) Waterbeds are not allowed unless Landlord agrees in writing.

and authorized occupants only.

- b) Use of Leased Property: Tenant agrees not to use the leased property for any unlawful or hazardous purposes. Tenant needs written permission from Landlord before using the leased property for any business or profession.
- c) Obey all laws: Tenant agrees to obey government housing regulations, local and state laws, condominium and homeowner association rules as they apply to Tenants.
- d) Keep safe and clean: Tenant agrees to keep the leased property safe against fire, and water damage. Tenant agrees to remove trash, garbage, and other waste in a safe and prompt manner.
- e) Heating sources: Tenant agrees not to use any other heating source than the one provided in the leased property. Tenant will keep temperature at sixty (60) degrees or above at all times.

19. TENANT'S RESPONSIBILITIES

- a) No Noise: Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors.
- b) Payment of Utilities: Tenant agrees to pay on time all utility bills for which Tenant is responsible. These utility services are listed under Section 9, Utility Services.
- c) Locks: Tenant agrees not to change locks or put additional locks on doors. Landlord may remove any locks put on by Tenant without Landlord's permission. Tenant will pay the cost of the new locks if permitted or the removal of these locks if not permitted.
- d) Phone Numbers: Tenant agrees to provide Landlord with current home and work phone numbers and will tell Landlord of any change in these numbers.

20. LANDLORD'S RESPONSIBILITIES

- a) Government Regulations: Landlord agrees to keep the leased property and common areas as required by law or government regulation.
- b) Good Repair: Landlord agrees to keep in working order the main electrical, main plumbing, roof, heating and air conditioning systems. Tenant will advise Landlord in writing if any of these or any other items are not in working order. Landlord is not responsible for damage caused by Tenant's negligence or intentional acts.

21. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

- a) Tenant agrees to permit Landlord to place a sign for sale, rent or information on or near the Property.
- b) Landlord or a person chosen by Landlord has the right to inspect, make repairs or show the leased property to others for lease or sale. Landlord agrees to give Tenant reasonable notice of the visit.
- c) Tenant gives Landlord permission to use his own key to enter the property if Tenant is unavailable or uncooperative and reasonable notice was given.
- d) Landlord or person chosen by Landlord has the right to enter the leased property without notice for an emergency. If Tenant is not present, Landlord agrees to tell Tenant promptly to explain the visit.