

RICKY ALLEN REITZ and BRENDA
SUE REITZ t/d/b/a REITZ RENTALS

v.

Defendant.

64 01/10/06/01/10
FEB 24 2005
Prothonotary

**IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

RICKY ALLEN REITZ and BRENDA)	No. 04 - 690 - CD
SUE REITZ t/d/b/a REITZ RENTALS)	
)	
)	
Plaintiff,)	
)	
v.)	
)	
RICHARD E. DOKSA, JOAN L.)	
DUBECK and DEBORAH DOKSA,)	
)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of Defendant Deborah Doksa's Answer to Complaint and New Matter upon counsel for the Plaintiff on this 16th day of February, 2005, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Michael P. Yeager, Esquire
P O Box 752
110 North Second Street
Clearfield PA 16830

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Defendant Deborah Doksa

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE : No. 04 - 690 - CD

REITZ t/d/b/a REITZ RENTALS :

Plaintiffs

: Type of Case: Civil

vs

: Type of Pleading: Reply to New Matter

RICHARD E. DOKSA , JOAN L.

DUBECK and DEBORAH DOKSA,

Defendants

: Filed on Behalf of: Plaintiff

: Counsel of Record for this Party:

: Michael P. Yeager, Esq.

: Supreme Court No.: 15587

: P.O. Box 752

: 110 North Second Street

: Clearfield, PA 16830

: (814) 765-9611

FEB 23 2005
6# 012352/w
William A. Shaw
Prothonotary/Clerk of Courts
NO C/C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE	:	
REITZ t/d/b/a REITZ RENTALS,	:	
Plaintiffs	:	
	:	No. 04 - 690 - CD
vs	:	
	:	
RICHARD E. DOKSA, JOAN L.	:	
DUBECK and DEBORAH DOKSA,	:	
Defendants	:	

REPLY TO NEW MATTER

COMES NOW, the Plaintiff above-captioned, by and through its attorney, Michael P. Yeager, Esquire, and files the within Reply to New Matter of the Defendant, Deborah Doksa whereof the following is a statement:

20. Requires no answer.

21. The Reitz Rental Real Estate Lease dated October 1, 2003 can speak for itself. Otherwise, implications contained in Paragraph 21 of Defendant's New Matter plead a conclusion of law to which no response is required.

22. The Reitz Rental Real Estate Lease dated October 1, 2003 can speak for itself. Otherwise, implications contained in Paragraph 22 of Defendant's New Matter plead a conclusion of law to which no response is required.

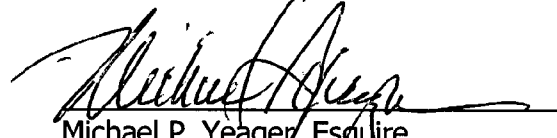
23. The Reitz Rental Real Estate Lease dated October 1, 2003 can speak for itself. Otherwise, implications contained in Paragraph 23 of Defendant's New Matter plead a conclusion of law to which no response is required.

24. The Reitz Rental Real Estate Lease dated October 1, 2003 can speak for

itself. Otherwise, implications contained in Paragraph 24 of Defendant's New Matter plead a conclusion of law to which no response is required.

WHEREFORE, Plaintiffs claim that there is due and owing to them from the Defendants Richard E. Doksa, Joan L. DuBeck and Deborah Doksa, individually, jointly and severally, the sum of Three Thousand Three Hundred Sixty-Seven and 75/100 (\$3,367.75) Dollars together with continuing attorney's fees and costs, yet to be determined.

Respectfully submitted:



Michael P. Yeager, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICKY ALLEN REITZ and BRENDA SUE :
REITZ t/d/b/a REITZ RENTALS, :
Plaintiffs :

vs

RICHARD E. DOKSA, JOAN L. :
DUBECK and DEBORAH DOKSA, :
Defendants :

No. 04 - 690 - CD

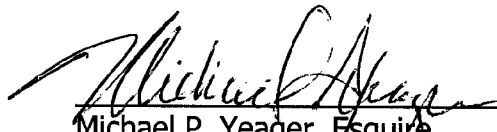
FILED
03-14 PM Notice Def
sent to atty
FEB 24 2005

PRAECIPE FOR DEFAULT JUDGMENT

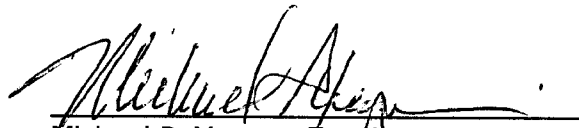
William A. Shaw
Prothonotary

TO THE PROTHONOTARY:

Please enter default judgment in the amount of Three Thousand Three Hundred Sixty-Seven and 75/100 (\$3,367.75) Dollars together with interest, costs and Attorneys commission on the Defendants Richard E. Doksa and Joan L. DuBeck due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day time limit.


Michael P. Yeager, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for default judgment was mailed to the said Defendants Richard E. Doksa and Joan L. DuBeck after default on November 24, 2004, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notices are attached hereto, made a part hereof and incorporated herein by reference as "Exhibit A". Certificates of Mailing indicating the date of said mailings are attached hereto, made a part hereof and incorporated herein by reference as "Exhibit B".


Michael P. Yeager, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE
REITZ t/d/b/a REITZ RENTALS,
Plaintiffs

vs

RICHARD E. DOKSA, JOAN L.
DUBECK and DEBORAH DOKSA,
Defendants

No. 04 - 690 - CD

To: Richard E. Doksa
105 Walnut Street
Trouville, PA 15866

Date of Notice: November 24, 2004

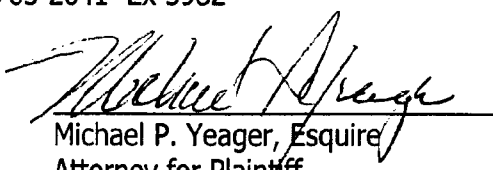
IMPORTANT NOTICE

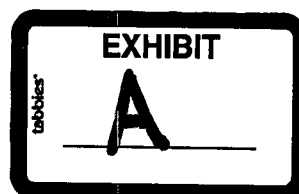
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Clearfield, Pennsylvania 16830
Telephone: 814-765-2641 Ex 5982


Michael P. Yeager, Esquire
Attorney for Plaintiff
P.O. Box 752
Clearfield, PA 16830



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE
REITZ t/d/b/a REITZ RENTALS,
Plaintiffs

vs

RICHARD E. DOKSA, JOAN L.
DUBECK and DEBORAH DOKSA,
Defendants

No. 04 - 690 - CD

To: Joan L. DuBeck
105 Walnut Street
Troutville, PA 15866

Date of Notice: November 24, 2004

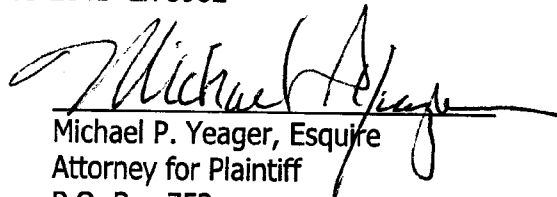
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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CLEARFIELD COUNTY COURTHOUSE
Clearfield, Pennsylvania 16830
Telephone: 814-765-2641 Ex 5982


Michael P. Yeager, Esquire
Attorney for Plaintiff
P.O. Box 752
Clearfield, PA 16830



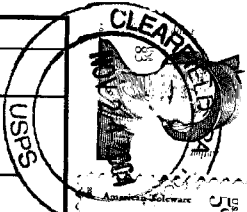
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER'S SIGNATURE REQUIRED			
Received From:		Michael P Yeager PO Box 752 Clearfield PA 16830	
One piece of ordinary mail addressed to:			
Joan L. DuBeck		105 Walnut Street	
Troutville, PA 15866			



PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		Michael P Yeager PO Box 752 Clearfield PA 16830	
One piece of ordinary mail addressed to:		Richard E. Doksa 105 Walnut Street Troutville, PA 15866	



USA 2c

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Rick Reitz
Brenda Sue Reitz
Reitz Rentals
Plaintiff(s)

No.: 2004-00690-CD

Real Debt: \$3,367.75

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Richard Doksa
Joan L DuBeck
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 24, 2005

Expires: February 24, 2010

Certified from the record this 24th day of February, 2005

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment. Debt.
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICKY ALLEN REITZ and BRENDA SUE :
REITZ t/d/b/a REITZ RENTALS, :
Plaintiffs :

vs

RICHARD E. DOKSA, JOAN L. :
DUBECK and DEBORAH DOKSA, :
Defendants :

No. 04 - 690 - CD



Notice is given that a JUDGMENT in the above-captioned matter has been
entered against you in the amount of \$3,367.75 plus interest and costs on
_____, 2005.

William A. Shaw, Prothonotary

By _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICKY ALLEN REITZ and BRENDA SUE :
REITZ t/d/b/a REITZ RENTALS, :
Plaintiffs :

vs

RICHARD E. DOKSA, JOAN L. :
DUBECK and DEBORAH DOKSA, :
Defendants :

No. 04 - 690 - CD

Richard E. Doksa

Notice is given that a JUDGMENT in the above-captioned matter has been
entered against you in the amount of \$3,367.75 plus interest and costs on
_____, 2005.

William A. Shaw, Prothonotary

By _____

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
CIVIL DIVISION**

RICKY ALLEN REITZ and BRENDA
SUE REITZ t/d/b/a REITZ RENTALS

Plaintiff,

v.

RICHARD E. DOKSA, JOAN L.
DUBECK and DEBORAH DOKSA,

Defendant.

) Type of Case: CIVIL ACTION

)

) No. 04 - 690 - CD

)

) Type of Pleading:

) CERTIFICATE OF SERVICE

)

) Filed on behalf of DEFENDANTS

)

) Counsel of Record for this Party:

) BENJAMIN S. BLAKLEY, III

)

) Supreme Court No. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) DuBois, PA 15801

) (814) 371-2730

64 11:00 AM 10 CC
FEB 17 2005
Prothonotary Clerk of Court

**IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

CERTIFICATE OF SERVICE

Michael P. Yeager, Esquire
P O Box 752
110 North Second Street
Clearfield PA 16830

Benjamin S. Blakley, III
Attorney for Defendant Deborah Doksa

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
CIVIL DIVISION**

RICKY ALLEN REITZ and BRENDA
SUE REITZ t/d/b/a REITZ RENTALS

Plaintiff,

v.

RICHARD E. DOKSA, JOAN L.
DUBECK and DEBORAH DOKSA,

Defendant.

) Type of Case: CIVIL ACTION
)
) No. 04 - 690 - CD
)
) Type of Pleading:
) DEFENDANTS' ANSWER TO
) COMPLAINT and NEW MATTER
)
) Filed on behalf of DEFENDANTS
)
) Counsel of Record for this Party:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

6/16 m/11:00 AM NO CC
FEB 17 2005

William A. Shew
Prothonotary Clerk of Courts

**IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

RICKY ALLEN REITZ and BRENDA SUE REITZ t/d/b/a REITZ RENTALS)	Type of Case: CIVIL ACTION
)	
)	No. 04 - 690 - CD
)	
Plaintiff,)	Type of Pleading:
)	DEFENDANT'S ANSWER TO
v.)	COMPLAINT and NEW MATTER
)	
RICHARD E. DOKSA, JOAN L. DUBECK and DEBORAH DOKSA,)	
)	
)	
)	
Defendant.)	

DEFENDANT'S ANSWER TO COMPLAINT and NEW MATTER

AND NOW comes Defendant, **DEBORAH DOKSA**, by and through her attorneys,
BLAKLEY & JONES, and files the following Answer and New Matter to Plaintiffs'

Complaint as follows:

1. Admitted
2. Admitted
3. Admitted
4. The language in the parties' Lease is admitted and speaks for itself.
5. The language in the parties' Lease is admitted and speaks for itself.

6. Denied that the Defendant **RICHARD E. DOKSA**, continues to utilize the premises described in the Lease and on the contraries avers that the Defendant, **RICHARD E. DOKSA**, has removed those items of personal property that he has been permitted to do so and that he has had no access to the premises since on or about May 15, 2004.

7. The language in the parties' Lease is admitted and speaks for itself.

8. The language in the parties' Lease is admitted and speaks for itself.

9. After reasonable investigation the Defendant, **DEBORAH DOKSA**, is without knowledge, information or belief as to the allegations as contained in paragraph nine of the Plaintiffs' Complaint and therefore denies the same and demands proof thereof at trial.

COUNT 1
RICKY ALLEN REITZ vs. RICHARD E. DOKSA

10. Requires no answer.

11. After reasonable investigation the Defendant, **DEBORAH DOKSA**, is without knowledge, information or belief as to the allegations as contained in paragraph nine of the Plaintiffs' Complaint and therefore denies the same and demands proof thereof at trial.

12. After reasonable investigation the Defendant, **DEBORAH DOKSA**, is without knowledge, information or belief as to the allegations as contained in paragraph nine of the Plaintiffs' Complaint and therefore denies the same and demands proof thereof at trial.

13. After reasonable investigation the Defendant, **DEBORAH DOKSA**, is without knowledge, information or belief as to the allegations as contained in paragraph nine of the Plaintiffs' Complaint and therefore denies the same and demands proof thereof at trial.

14. After reasonable investigation the Defendant, **DEBORAH DOKSA**, is without knowledge, information or belief as to the allegations as contained in paragraph nine of the Plaintiffs' Complaint and therefore denies the same and demands proof thereof at trial.

15. After reasonable investigation the Defendant, **DEBORAH DOKSA**, is without knowledge, information or belief as to the allegations as contained in paragraph nine of the Plaintiffs' Complaint and therefore denies the same and demands proof thereof at trial.

COUNT II

RICKY ALLEN REITZ and BRENDA SUE REITZ, t/d/b/a REITZ RENTALS vs JOAN L. DUBECK and DEBORAH DOKSA

16. Requires no answer.

17. It is admitted that the Defendant, **DEBORAH DOKSA**, cosigned the aforesaid Lease, however, it is denied that the signature on the Lease creates any liability on the part of the Defendant, **DEBORAH DOKSA**, as the Defendant is not a named party to the Lease and the Lease does not obligate the cosigner to any obligation should the tenant in any manner default in the terms of the said Lease.

WHEREFORE, the Defendant, **DEBORAH DOKSA**, prays that this Honorable Court dismiss the Plaintiffs' claim against her.

COUNT III
RICKY ALLEN REITZ and BRENDA SUE REITZ, t/d/b/a REITZ RENTALS vs
RICHARD E. DOKSA, JOAN L. DUBECK and DEBORAH DOKSA

18. Requires no answer.

19. It is denied that the claims of the Plaintiffs result in liability to the Defendant, **DEBORAH DOKSA**, individually, jointly, and separately with the other Defendants as the Defendant, **DEBORAH DOKSA**, was not a named party to the Real Estate Lease nor was she named as a guarantor or in any manner did the said Defendant obligate herself to assume liability upon the default of the tenant, **RICHARD E. DOKSA**.

WHEREFORE, Defendant, **DEBORAH DOKSA**, requests this Honorable Court dismiss the Plaintiffs' Complaint.

NEW MATTER

20. Defendant, **DEBORAH DOKSA**, incorporates her answer as to paragraphs 1 through 19 of Plaintiffs' Complaint is fully set forth herein.

21. That the named parties to the Reitz Rental Real Estate Lease, dated October 1, 2003, where the landlord, Reitz Rentals, and the tenant, **RICHARD E. DOKSA**, as set forth in Exhibit A of Plaintiffs' Complaint.

22. That the terms of the October 1, 2003, Lease obligates the tenant to pay rent and other charges as set forth in the Lease and to suffer punitive measures upon default the same as set forth in said Lease.

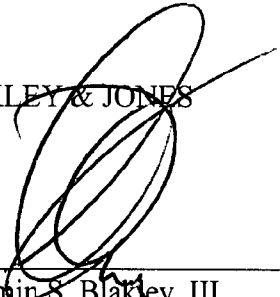
23. That the Lease between the Plaintiffs and Defendant, **RICHARD E. DOKSA**, in no manner calls for any person or persons to guarantee the Defendant, **RICHARD E. DOKSA's**, performance of the terms of the said Lease and in no manner obligated any other person, persons, or entities other than the tenant to perform the obligations as set forth in said Lease.

24. That Defendant, **DEBORAH DOKSA**, by acknowledging the tenant's signature on the aforesaid Lease in no manner obligated herself as a guarantor or otherwise should the son, **RICHARD E. DOKSA**, fail to perform his obligations as set forth in said October 1, 2003 Lease.

WHEREFORE, Defendant, **DEBORAH DOKSA**, respectfully requests this Honorable Court dismiss the Plaintiffs' Complaint as against her.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Defendant, Deborah Doksa

VERIFICATION

I, **DEBORAH DOKSA**, hereby state that I am the Defendant in this action and verify that the statements made in the foregoing Answer to Complaint and New Matter are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated:

February 14, 2005

Deborah Doksa
DEBORAH DOKSA

In The Court of Common Pleas of Clearfield County, Pennsylvania

REITZ, RICKY ALLEN and BRENDA SUE REITZ t/d/b/a REITZ RENTALS

Sheriff Docket # 16549

VS.

04-690-CD

DOKSA, RICHARD E. al

COMPLAINT

SHERIFF RETURNS

NOW NOVEMBER 3, 2004 AT 1:36 PM SERVED THE WITHIN COMPLAINT ON JOAN L. DUBECK, DEFENDANT AT RESIDENCE, 105 WALNUT ST., TROUTVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOAN DUBECK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/DEHAVEN

NOW NOVEMBER 3, 2004 AT 1:30 PM SERVED THE WITHIN COMPLAINT ON RICHARD E. DOKSA, DEFENDANT AT RESIDENCE, 105 WALNUT ST., TROUTVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOAN DUBECK, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/DEHAVEN

NOW DECEMBER 16, 2004 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO DEBORAH DOKSA, DEFENDANT. NEED PHYSICAL DIRECTIONS TO RESIDENCE.

Return Costs

Cost	Description
59.37	SHERIFF HAWKINS PAID BY: PLFF CK# 6682
30.00	SURCHARGE PAID BY: PLFF CK# 6683

Sworn to Before Me This

17 Day Of Dec. 2004



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday, Jan 22, 2006
Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins
Sheriff

DEC 17 2004

William A. Shaw
Prothonotary/Clerk of Courts

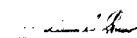
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE REITZ t/d/b/a REITZ RENTALS Plaintiffs	:	No. 04 - 690 - CD
	:	
	:	Type of Case: Civil
	:	
vs	:	Type of Pleading: Complaint
	:	
RICHARD E. DOKSA , JOAN L. DUBECK and DEBORAH DOKSA, Defendants	:	Filed on Behalf of: Plaintiff
	:	
	:	Counsel of Record for this Party:
	:	
	:	Michael P. Yeager, Esq.
	:	Supreme Court No.: 15587
	:	
	:	P.O. Box 752
	:	110 North Second Street
	:	Clearfield, PA 16830
	:	(814) 765-9611

FILED
at
CLEARFIELD
COUNTY
CLERK OF COURTS

OCT 28 2004

Attest:


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE :
REITZ t/d/b/a REITZ RENTALS, :
Plaintiffs :

vs

RICHARD E. DOKSA, JOAN L. :
DUBECK and DEBORAH DOKSA, :
Defendants :

No. 04 - 690 - CD

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so, the same may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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**COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Streets
Clearfield, PA 16830
Telephone: 814-765-2641 Ex 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE
REITZ t/d/b/a REITZ RENTALS,
Plaintiffs

vs

RICHARD E. DOKSA, JOAN L.
DUBECK and DEBORAH DOKSA,
Defendants

No. 04 - 690 - CD

COMPLAINT

COME NOW, the above-named Plaintiffs, Ricky Allen Reitz and Brenda Sue Reitz t/d/b/a Reitz Rentals and files the within Complaint whereof the following is a statement:

1. The Plaintiffs, Ricky Allen Reitz and Brenda Sue Reitz, are adult individuals who trade and do business as Reitz Rentals with a principal place of business located at R.D. 2, Box 246A, DuBois, PA 15801.
2. The Defendant Richard E. Doksa is an adult individual last known to be residing at 105 Walnut Street, Troutville, PA 15866; the Defendant Joan L. DuBeck is an adult individual residing at 105 Walnut Street, Troutville, PA 15866; and the Defendant Deborah Doksa is an adult individual who resides at R.D. 1, Blinker Parkway, DuBois, PA 15801.
3. On or about October 3, 2003, the Defendant Richard E. Doksa entered into a certain "Reitz Rental Real Estate Lease" dated October 1, 2003 ("Lease") relative to a two-bedroom first floor apartment located at R.D. 2, Box 55, DuBois, PA 15801 ("Leased Premises"). A copy of said Lease is attached hereto, made part hereof and

incorporated herein as "Exhibit A".

4. The paragraph in the aforesaid Lease titled "DEFAULTS" notes that "...Tenant shall pay all costs, damages, and expenses (including reasonable attorney's fees and expenses) suffered by Landlord by reason of Tenant's defaults...".

5. Additionally, the Lease provides for late payments equal to \$25.00 applied on the third day of each month and \$2.00 per day thereafter until rent is paid in full.

6. Defendant, Richard E. Doksa, continues to utilize the premises described in the Lease to at least store his various personal belongings thereby rendering the said premises unable to be leased to third parties. The paragraph of the Lease titled "HOLDOVER" notes that : "...Tenant shall pay to the Landlord a lease payment for the holdover equal to 110.0% of the normal payment rate set forth in the lease payment paragraph."

7. In the paragraph titled "EXTRA PROVISIONS" in the Lease, Tenant bears certain responsibility with regard to cleaning carpets and various other cleaning responsibilities upon termination of the Lease and is then entitled to a credit for oil.

8. The Lease called for monthly rental payments in the amount of \$325.00 per month, payable in advance on the first day of each month, for a total annual lease payment of \$3,900.00.

9. Defendant Richard E. Doksa took possession of the Leased Premises described in the Lease on or about October 3, 2003.

COUNT I
RICKY ALLEN REITZ and BRENDA SUE REITZ, t/d/b/a REITZ RENTALS
vs RICHARD E. DOKSA

10. Plaintiff incorporates Paragraphs 1 through 9 above as though the same were

more fully set forth at length herein.

11. When the Defendant, Richard E. Doksa took possession as described above, he began to pay rent in accordance with the Lease, paying the same for the months of October, November and December all of 2003, and January and February of 2004 (although payment for February, 2004 was slightly insufficient in the amount of \$320.00).

12. Subsequent thereto, Defendant Richard E. Doksa failed to make continuing monthly payments and continues to refuse to pay said monthly rental payments.

13. Additionally, Defendant Richard E. Doksa caused damage to the Leased Premises resulting in the need for repairs, cleaning and painting and costs associated therewith all as described in "Exhibit B" attached hereto, made part hereof and incorporated herein.

14. Defendant is entitled to an oil credit as provided in the Lease in the amount of \$121.00.

15. The total amount due to Plaintiffs by Defendant is as follows:

(a)	Unpaid rent payments for the months of March, April, May and June, 2004	\$ 1,300.00
(b)	Late payments (to complaint filing date)	222.00
(c)	Holdover lease payments	48.75
(d)	Repair, cleaning and painting costs	<u>1,918.00</u>
	Subtotal	\$ 3,488.75
	Less oil credit	<u>- 121.00</u>
	TOTAL DUE THROUGH AUGUST 4, 2004	\$ 3,367.75

WHEREFORE, Plaintiffs claim that there is due and owing to them from the

Defendant Richard E. Doksa, the sum of Three Thousand Three Hundred Sixty-Seven and 75/100 (\$3,367.75) Dollars together with continuing attorney's fees and costs, yet to be determined.

COUNT III
RICKY ALLEN REITZ and BRENDA SUE REITZ, t/d/b/a REITZ RENTALS
vs JOAN L. DUBECK and DEBORAH DOKSA

16. Paragraph Nos. 1 through 15 above are incorporated herein as if more fully set forth at length herein.

17. The Defendants Joan L. DuBeck and Deborah Doksa cosigned the aforesaid Lease as is shown on Exhibit A.

WHEREFORE, Plaintiffs claim that there is due and owing to them from the Defendants Joan L. DuBeck and Deborah Doksa, the sum of Three Thousand Three Hundred Sixty-Seven and 75/100 (\$3,367.75) Dollars together with continuing attorney's fees and costs, yet to be determined.

COUNT III
RICKY ALLEN REITZ and BRENDA SUE REITZ, t/d/b/a REITZ RENTALS
vs RICHARD E. DOKSA, JOAN L. DUBECK and DEBORAH DOKSA

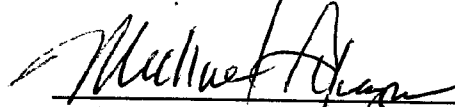
18. Paragraph Nos. 1 through 17 above are incorporated herein as if more fully set forth at length herein.

19. Plaintiffs believe and therefore aver that their claims as set forth above result in liability to the Defendants, individually, jointly and severally.

WHEREFORE, Plaintiffs claim that there is due and owing to them from the Defendants Richard E. Doksa, Joan L. DuBeck and Deborah Doksa, individually, jointly and severally, the sum of Three Thousand Three Hundred Sixty-Seven and 75/100

(\$3,367.75) Dollars together with continuing attorney's fees and costs, yet to be determined.

Respectfully submitted:



Michael P. Yeager, Esquire
Attorney for Plaintiffs

REITZ RENTAL REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of October 1, 2003, by and between REITZ RENTALS ("Landlord"), and Richard E. Doksa ("Tenant") and voids all prior lease agreement. The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 2 bedroom first floor apartment (the "Premises") located at R.D.#2 Box 55B., DuBois, PA 15801.

TERM. The lease term will begin on October 1, 2003 and will terminate on September 30, 2004.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$325.00 per month, payable in advance on the first day of each and every month, for a total annual lease payment of \$3900.00. Lease payments shall be made to the Landlord at R.D.# 2 BOX 246A, DuBois, PA, 15801 which may be changed from time to time by Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall deposit with Landlord the sum of \$325.00 to be retained as security for the full and faithful performance by the tenant of all promises, conditions and agreements in this lease and disbursed for Tenant damages to the Premises (if any) and past due rent at end of lease at landlord's option. Landlord will not be required to keep the security deposit as a separate fund. Security deposit if not applied toward payment of damages, repairs, utilities, costs including attorneys fees or breach of this lease shall be returned to tenant as per the law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease unless any utility is being paid by tenant in which case the tenant must show landlord receipt / notification from utility company stating such utility is in tenant name before tenant shall be entitled to possession. Furthermore tenant shall yield possession to Landlord by 1:00 P.M. on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/OCCUPANTS. Tenant shall occupy and use the Premises as a single family dwelling unit. The dwelling may not be occupied by more than 3 person(s), unless the prior written consent of the landlord is obtained.

ABANDONMENT. Tenant shall notify Landlord of any absence from the Premises over seven days not later than the first day of the extended absence. In the event tenant vacate or abandon the leased premises prior to termination of this lease and any money due, tenant expressly authorize landlord, at their option, to re-enter and re-rent the leased premises for the benefit of the tenant, without effecting a termination of the lease, and apply any money received as a result of that renting to the amount due to the landlord from the tenant under the lease. **HOWEVER IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE TENANT THAT THEIR OBLIGATION TO PAY THE RENT SHALL CONTINUE FOR THE FULL TERM OF THE LEASE.**

PETS. No pets shall be allowed on/in or near the Premises without written consent from landlord.

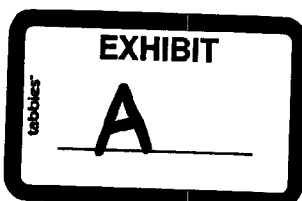
SUBLET. No subletting remises in full or partial without written consent of landlord

FURNISHINGS. The following furnishings will be provided none. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

PROPERTY AND INSURANCE. Upon termination of the lease or upon vacation or abandonment of the leased premises by the tenant any personal property left by the tenant in/on or near the leased premises will be considered abandoned property. Tenant agrees that landlord may immediately remove and / or dispose of such property in any way landlord deems proper under no circumstances shall the landlord incur any liability for the loss or damage to such abandoned property. Furthermore Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LIMITATION OF LIABILITY it is expressly understood and agreed that the owner(s) of premises or his agent, workers will not be liable for any damage, illness or any injury to tenant(s) or his / her guest / family or tenant his / her guest / family property from whatever cause arising from the occupancy of said premises by the tenant and his/ her family/guest. Furthermore landlord shall not be liable to tenant his/her family/guest for any loss or damage that may be the result of act or omission of other tenants, their guest, or pets of.

RENEWAL TERMS. This Lease shall automatically renew on a month by month renewal term, tenants(s) are required to give written notice of the termination no later than 30 days prior to vacating the premises. The lease



Handwritten signatures and initials:
RD DP RD.

Handwritten initials: RR

terms during any such renewal term shall be the same as those contained in this Lease.

KEYS. The Tenant will be given 1 key(s) to the Premises and 1 mailbox key(s). If keys are not returned to the Landlord at the end of the Lease, the Tenant shall be charged \$50.00 per lock set

LOCKOUT. If the Tenant becomes locked out of the Premises, the Tenant will be charged \$20.00 to regain entry. (\$50.00 from 8:30 p.m. to 8:00 a.m.)

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitation. The Tenant will be responsible for the following minor repairs and maintenance duties: snow and ice removal and cleaning of hallways, patio, and common areas.

UTILITIES AND SERVICES. Landlord shall be responsible for the following utilities and services in connection with the Premises:

- water and sewer

Tenant shall be responsible for the following utilities and services in connection with the Premises and common areas:

- gas

- Telephone service

-Cable

-Snow & ice removal

-All others

-electric

- heating oil

-Trash

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service. Landlord shall not be liable for damages for failure to furnish utilities or services when such failure is beyond the control of the landlord.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$5,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$5,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation and/or term and/or rule by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation or any other obligation. Without written notice of such default, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. Tenant shall pay a late fee equal to \$25 applied on the third of each month and \$2 per day thereafter until rent is paid in full.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to the Landlord a lease payment for the Holdover Period equal to 110.00 % of the normal payment rate set forth in the lease payment paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

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Handwritten initials

NON-SUFFICIENT FUNDS. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds. PLUS bank fees.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name: REITZ RENTALS Phone (814) 371-4663
Address: R.D.# 2 BOX 246A
DuBois, PA 15801

TENANT:

Name(s): Richard E. Doksa
Address: R.D.#2 Box 55B, DuBois Pa. 15801

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Pennsylvania.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

VEHICLES. Non operational (physically / legally) vehicles may not be parked on / near property, vehicle will be towed without notice at vehicle owners expense.

EXTRA PROVISIONS. Tenant must have carpets professionally cleaned and show receipt at termination of lease or be charged at the rate of \$0.32 per sq. ft. All other cleaned and/or repairs to the premises and/or furnishings needed to satisfy of the landlord/agent will be charged to tenant at a rate of \$25.00 per hour per person plus the cost of supplies /materials if preformed by landlord and/or his workers or going rate if a professional is called in to do work

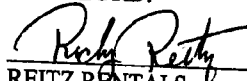
-Tenants agree to comply with the rules that the landlord deems desirable or necessary for the protection and/or control of the leased premises. Tenant further agrees to abide by all laws and police, fire, sanitary regulations of any government entity.

-No washers and/or dryers in leased premises without written consent of landlord
-patio/deck/porch must be kept clean and free of clutter, patio furniture only.

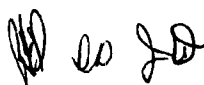
Upon moving into 55B, there are 275 gal of fuel oil in the tank the tenant agrees to pay \$302.50(\$1.10). When tenant moves out they will be reimbursed the same \$1.10 or market whichever is less.

-If tenant run out of fuel, they will be charged \$25 to reprime the furnace plus charges for new filter and nozzle
In witness whereof, we have hereunto set our hands, this day and year written above
I am knowingly, intelligently and voluntarily waiving my rights including the right to advance notice and may be evicted immediately if any of the above rules and/or conditions are not followed or broken

LANDLORD:


REITZ RENTALS
TENANT(S)
Richard E. Doksa
Date Oct 1 2003
Date 10/03/2003

SS# 172-66-3474 DRIVERS LICENCES# 24-450-645
Co Signer John P. DuBois Date 10-3-03 SS# 073-46-2791
Co Signer Richard E. Doksa Date 10-3-03 SS# 161-46-0625



371-0610

RR

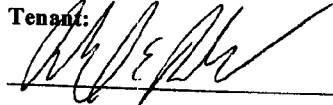
**RESIDENTIAL LEASE
INSPECTION CHECKLIST**

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

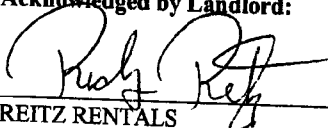
SATISFACTORY COMMENTS

Bathrooms	OK	
Carpeting	OK	
Ceilings	OK	
Closets	OK	
Dishwasher	OK	
Disposal	OK	
Doors	OK	
Fireplace	OK	
Lights	OK	
Locks and keys	OK	(2 sets) 1 Key front Door & 1 Key for Back Door
Refrigerator	OK	
Screens	OK	
Stove	OK	
Walls	OK	
Windows	OK	
Window coverings	OK	
Flooring	OK	
Out side	OK	
Smoke alarm	OK	

Oct 1 2003
Date

Tenant: 

Acknowledged by Landlord:


REITZ RENTALS

RR 20 210

RR

**DISCLOSURE OF INFORMATION ON LEAD-BASE-PAINT
AND/OR LEAD-BASED HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i) ☐ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents). _____

(ii) ☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) ☐ Tenant has received copies of all information listed above.

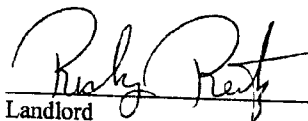
(d) ☒ Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

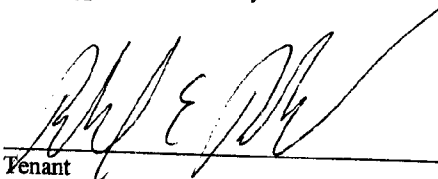
(e) ☐ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

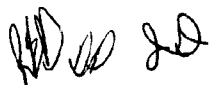
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord 

Date oct 1 2003

Tenant 

Date 10/03/2003



VERIFICATION

I, RICKY ALLEN REITZ, one of the within Plaintiffs, hereby ver fy that I have read the foregoing Complaint and that the statements made therein are true and correct to the best of my personal knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Ricky Allen Reitz

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE : No. 04 - 690 - CD

REITZ t/d/b/a REITZ RENTALS :

Plaintiffs :

: Type of Case: Civil

vs :

: Type of Pleading: Praeceptum to Reissue
Complaint

RICHARD E. DOKSA , JOAN L. :

DUBECK and DEBORAH DOKSA, :

Defendants :

: Filed on Behalf of: Plaintiff

: Counsel of Record for this Party:

: Filed on Behalf of: Plaintiff

: Counsel of Record for this Party:

: Michael P. Yeager, Esq.

: Supreme Court No.: 15587

: P.O. Box 752

: 110 North Second Street

: Clearfield, PA 16830

: (814) 765-9611

FILED
01/31/04
DEC 07 2004
William A. Shaw
Prothonotary/Clerk of Courts
Reissued
to Any
Any PD 700

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE :
REITZ t/d/b/a REITZ RENTALS, :
Plaintiffs :

VS :

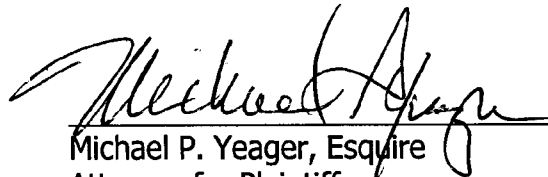
RICHARD E. DOKSA, JOAN L. :
DUBECK and DEBORAH DOKSA, :
Defendants :

No. 04 - 690 - CD

PRAECIPE TO REISSUE COMPLAINT

TO THE PROTHONOTARY:

Please reissue the Complaint filed in the above-captioned matter.


Michael P. Yeager, Esquire
Attorney for Plaintiff

Dated: December 8, 2004

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
DJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

FILED
mj 119/04
MAY 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE

PLAINTIFF: **REITZ, RICK**
RD 2 BOX 246-A
DUBOIS, PA 15801

VS.
DEFENDANT: **DOSKA, RICHARD, ET AL.**
RD 2 BOX 55B
DUBOIS, PA 15801

Docket No.: **LT-0000210-04**
Date Filed: **4/22/04**



THIS IS TO NOTIFY YOU THAT:

Judgment:

- ☒ Judgment was entered for: (Name) **FOR PLAINTIFF REITZ, RICK**
☒ Judgment was entered against **DOSKA, DEBARAH** in a
☒ Landlord/Tenant action in the amount of \$ **1,057.00** on **5/04/04** (Date of Judgment)
The amount of rent per month, as established by the District Justice, is \$ **325.00**

The total amount of the Security Deposit is \$ **325.00**

	Total Amount Established by DJ	Less Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$ 945.00	\$.00	=	\$ 945.00
Physical Damages Leasehold Property	\$.00	\$.00	=	\$.00
Damages/Unjust Detention	\$.00	\$.00	=	\$.00
Less Amt Due Defendant from Cross Complaint				\$.00
Interest (if provided by lease)				\$.00
L/T Judgment Amount				\$ 945.00
Judgment Costs				\$ 112.00
Attorney Fees				\$.00
Total Judgment				\$ 1,057.00
Post Judgment Credits				\$
Post Judgment Costs				\$
Certified Judgment Total				\$

- ☐ Attachment Prohibited/
42 Pa.C.S. § 8127
☐ This case dismissed without prejudice.
☒ Possession granted.

- ☐ Possession granted if money judgment is not satisfied by time of eviction.
☐ Possession not granted.
☐ Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

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

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

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

5-4-04 Date **Patrick N. Ford - PNF**, District Justice

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

Date _____, District Justice

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-01
DJ Name: Hon.	PATRICK N. FORD
Address:	309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA
Telephone:	(814) 371-5321 15801

**PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801**

NOTICE OF JUDGMENT/TRANSCRIPT RESIDENTIAL LEASE

PLAINTIFF: **REITZ, RICK**
RD 2 BOX 246-A
DUBOIS, PA 15801

VS.

DEFENDANT: **DOSKA, RICHARD, ET AL.**
RD 2 BOX 55B
DUBOIS, PA 15801

Docket No.: **LT-0000210-04**
Date Filed: **4/22/04**



THIS IS TO NOTIFY YOU THAT:

Judgment:

- ☒ Judgment was entered for: (Name) **FOR PLAINTIFF REITZ, RICK**
- ☒ Judgment was entered against **DOSKA, RICHARD** in a
- ☒ Landlord/Tenant action in the amount of \$ **1,057.00** on **5/04/04** (Date of Judgment)
- The amount of rent per month, as established by the District Justice, is \$ **325.00**

The total amount of the Security Deposit is \$ **325.00**

	Total Amount Established by DJ	Less Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$ 945.00	\$.00	=	\$ 945.00
Physical Damages Leasehold Property	\$.00	\$.00	=	\$.00
Damages/Unjust Detention	\$.00	\$.00	=	\$.00
Less Amt Due Defendant from Cross Complaint				\$.00
Interest (if provided by lease)				\$.00
L/T Judgment Amount				\$ 945.00
Judgment Costs				\$ 112.00
Attorney Fees				\$.00
Total Judgment				\$ 1,057.00
Post Judgment Credits				\$
Post Judgment Costs				\$
Certified Judgment Total				\$

- ☐ Attachment Prohibited/
42 Pa.C.S. § 8127
- ☐ This case dismissed without prejudice.
- ☒ Possession granted.

- ☐ Possession granted if money judgment is not satisfied by time of eviction.
- ☐ Possession not granted.

☐ Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

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

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

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

5-4-04 Date Patrick N. Ford - PNF, District Justice

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

_____, District Justice

**LANDLORD AND
TENANT COMPLAINT**

Mag. Dist. No.: **46-3-01**
DJ Name: Hon.
PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA 15801
Telephone: **(814) 371-5321**

PLAINTIFF:
Rick Reitz
RD# 2 Box 246A
DUBOIS PA 15801

NAME and ADDRESS

VS.

DEFENDANT:
RICHARD E DOKSA
RD# 2 Box 55 B
DUBOIS PA 15801

NAME and ADDRESS

DEBARAH DOKSA
RD1 BLINKER PARKWAY
DUBOIS PA 15801
371-0610

	Amount	Date Paid
Filing Costs	\$ <u>129.50</u>	<u>4/28/04</u>
Postage	\$ <u> </u>	<u> / / </u>
Service Costs	\$ <u> </u>	<u> / / </u>
Constable Ed.	\$ <u> </u>	<u> / / </u>
Total	\$ <u> </u>	<u> / / </u>

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

Docket No.: **LT-210-04**
Date Filed: **4-22-04**



TO THE DEFENDANT: The above named plaintiff(s) asks judgment together with costs against you for the possession of real property and for:

Lease is ☒ Residential ☐ Nonresidential.

☐ Damages for injury to the real property, to wit: _____ in the amount of: \$ _____

☐ Damages for the unjust detention of the real property in the amount of \$ _____

☒ Rent remaining due and unpaid on filing date in the amount of \$ 595

☒ And additional rent remaining due and unpaid on hearing date \$ 350

THE PLAINTIFF FURTHER ALLEGES THAT:

Total: \$ 945

1. The location and the address, if any, of the real property is: ~~RD# 2~~ RD# 2 Box 55 B DUBOIS PA 15801

2. The plaintiff is the landlord of that property.

3. He leased or rented the property to you or to _____ under whom you claim.

4. ☐ Notice to quit was given in accordance with law, or

☒ No notice is required under the terms of the lease.

5. ☐ The term for which the property was leased or rented is fully ended, or

☐ A forfeiture has resulted by reason of a breach of the conditions of the lease, to wit: _____ or, _____

☒ Rent reserved and due has, upon demand, remained unsatisfied.

6. You retain the real property and refuse to give up its possession.

I, Rick Reitz verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C. S. § 4904) relating to unsworn falsification to authorities.

Rick Reitz

(Signature of Plaintiff)

(Plaintiff's Attorney)

(Address)

(Phone)

IF YOU HAVE A DEFENSE to this complaint you may present it at the hearing. IF YOU HAVE A CLAIM against the plaintiff arising out of the occupancy of the premises, which is in the district justice jurisdiction and which you intend to assert at the hearing, YOU MUST FILE it on a complaint form at this office BEFORE THE TIME set for the hearing. IF YOU DO NOT APPEAR AT THE HEARING, a judgment for possession and costs, and for damages and rent if claimed, may nevertheless be entered against you.

A judgment against you for possession may result in your EVICTION from the premises.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM:

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 04-690 CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.	
RICHARD DOKSA and DEBORAH DOKSA		46-3-01	
ADDRESS OF APPELLANT		CITY	STATE
RD 2 Box 55B		DuBois	PA
			ZIP CODE
			15801
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		
5/4/2004	(Defendant)		
4/22/04	RICK REITZ		
CLAIM NO.		vs. RICHARD DOKSA, ET AL.	
CY 210-04		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
LT		Benjamin S. Blakley, III	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

COPY TO BE SERVED ON DISTRICT JUSTICE

FILED
MAY 21 2004
MAY 20 2004

OFFICE OF SERVICE OF NOTICE OF APPEAL AND RULE 7 FILE LOG

CLEARFIELD

X May 19, 2004 04-690-CD

May 19, 2004

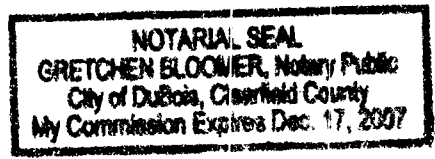
Rick Reitz

X May 19, 2004

19th May 2004

Benjamin S. Blakley, III

Notary Public



U.S. POSTAGE & SERVICE
Certified Mail, Restricted Delivery
Domestic Mail Only No Insurance Coverage Provided

Postage	\$.31
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Sent To
MR. RICK REITZ
Street, Apt. No., or PO Box No. **BOX 246-A**
City, State, ZIP+4 **DuBOIS PA 15801**

PS Form 3800, January 2001

U.S. POSTAGE & SERVICE
Certified Mail, Restricted Delivery
Domestic Mail Only No Insurance Coverage Provided

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Sent To
THE HON. PATRICK N. FORD
Street, Apt. No., or PO Box No. **309 MAPLE AVENUE**
City, State, ZIP+4 **P O BOX 452 DuBOIS PA 15801**

PS Form 3800, January 2001

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. _____

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.	
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		(Defendant)
CLAIM NO.	VS. SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV _____ LT _____			

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____

Signature of Prothonotary or Deputy

Signature of Prothonotary or Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE	:	No. 04 - 690 - CD
REITZ t/d/b/a REITZ RENTALS	:	
Plaintiffs	:	Type of Case: Civil
	:	
vs	:	Type of Pleading: Complaint
	:	
RICHARD E. DOKSA , JOAN L.	:	Filed on Behalf of: Plaintiff
DUBECK and DEBORAH DOKSA,	:	
Defendants	:	Counsel of Record for this Party:
	:	
	:	Michael P. Yeager, Esq.
	:	Supreme Court No.: 15587
	:	
	:	P.O. Box 752
	:	110 North Second Street
	:	Clearfield, PA 16830
	:	(814) 765-9611

3:19 PM 300 to City of Clearfield

OCT 10 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE :
REITZ t/d/b/a REITZ RENTALS, :
Plaintiffs :

vs

RICHARD E. DOKSA, JOAN L. :
DUBECK and DEBORAH DOKSA, :
Defendants :

No. 04 - 690 - CD

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so, the same may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Streets
Clearfield, PA 16830
Telephone: 814-765-2641 Ex 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICKY ALLEN REITZ and BRENDA SUE	:	
REITZ t/d/b/a REITZ RENTALS,	:	
Plaintiffs	:	
	:	No. 04 - 690 - CD
vs	:	
	:	
RICHARD E. DOKSA, JOAN L.	:	
DUBECK and DEBORAH DOKSA,	:	
Defendants	:	

COMPLAINT

COME NOW, the above-named Plaintiffs, Ricky Allen Reitz and Brenda Sue Reitz t/d/b/a Reitz Rentals and files the within Complaint whereof the following is a statement:

1. The Plaintiffs, Ricky Allen Reitz and Brenda Sue Reitz, are adult individuals who trade and do business as Reitz Rentals with a principal place of business located at R.D. 2, Box 246A, DuBois, PA 15801.

2. The Defendant Richard E. Doksa is an adult individual last known to be residing at 105 Walnut Street, Troutville, PA 15866; the Defendant Joan L. DuBeck is an adult individual residing at 105 Walnut Street, Troutville, PA 15866; and the Defendant Deborah Doksa is an adult individual who resides at R.D. 1, Blinker Parkway, DuBois, PA 15801.

3. On or about October 3, 2003, the Defendant Richard E. Doksa entered into a certain "Reitz Rental Real Estate Lease" dated October 1, 2003 ("Lease") relative to a two-bedroom first floor apartment located at R.D. 2, Box 55, DuBois, PA 15801 ("Leased Premises"). A copy of said Lease is attached hereto, made part hereof and

incorporated herein as "Exhibit A".

4. The paragraph in the aforesaid Lease titled "DEFAULTS" notes that "...Tenant shall pay all costs, damages, and expenses (including reasonable attorney's fees and expenses) suffered by Landlord by reason of Tenant's defaults..."

5. Additionally, the Lease provides for late payments equal to \$25.00 applied on the third day of each month and \$2.00 per day thereafter until rent is paid in full.

6. Defendant, Richard E. Doksa, continues to utilize the premises described in the Lease to at least store his various personal belongings thereby rendering the said premises unable to be leased to third parties. The paragraph of the Lease titled "HOLDOVER" notes that : "...Tenant shall pay to the Landlord a lease payment for the holdover equal to 110.0% of the normal payment rate set forth in the lease payment paragraph."

7. In the paragraph titled "EXTRA PROVISIONS" in the Lease, Tenant bears certain responsibility with regard to cleaning carpets and various other cleaning responsibilities upon termination of the Lease and is then entitled to a credit for oil.

8. The Lease called for monthly rental payments in the amount of \$325.00 per month, payable in advance on the first day of each month, for a total annual lease payment of \$3,900.00.

9. Defendant Richard E. Doksa took possession of the Leased Premises described in the Lease on or about October 3, 2003.

COUNT I
RICKY ALLEN REITZ and BRENDA SUE REITZ, t/d/b/a REITZ RENTALS
vs RICHARD E. DOKSA

10. Plaintiff incorporates Paragraphs 1 through 9 above as though the same were

more fully set forth at length herein.

11. When the Defendant, Richard E. Doksa took possession as described above, he began to pay rent in accordance with the Lease, paying the same for the months of October, November and December all of 2003, and January and February of 2004 (although payment for February, 2004 was slightly insufficient in the amount of \$320.00).

12. Subsequent thereto, Defendant Richard E. Doksa failed to make continuing monthly payments and continues to refuse to pay said monthly rental payments.

13. Additionally, Defendant Richard E. Doksa caused damage to the Leased Premises resulting in the need for repairs, cleaning and painting and costs associated therewith all as described in "Exhibit B" attached hereto, made part hereof and incorporated herein.

14. Defendant is entitled to an oil credit as provided in the Lease in the amount of \$121.00.

15. The total amount due to Plaintiffs by Defendant is as follows:

(a)	Unpaid rent payments for the months of March, April, May and June, 2004	\$ 1,300.00
(b)	Late payments (to complaint filing date)	222.00
(c)	Holdover lease payments	48.75
(d)	Repair, cleaning and painting costs	<u>1,918.00</u>
	Subtotal	\$ 3,488.75
	Less oil credit	<u>- 121.00</u>
	TOTAL DUE THROUGH AUGUST 4, 2004	\$ 3,367.75

WHEREFORE, Plaintiffs claim that there is due and owing to them from the

Defendant Richard E. Doksa, the sum of Three Thousand Three Hundred Sixty-Seven and 75/100 (\$3,367.75) Dollars together with continuing attorney's fees and costs, yet to be determined.

COUNT III
RICKY ALLEN REITZ and BRENDA SUE REITZ, t/d/b/a REITZ RENTALS
vs JOAN L. DUBECK and DEBORAH DOKSA

16. Paragraph Nos. 1 through 15 above are incorporated herein as if more fully set forth at length herein.

17. The Defendants Joan L. DuBeck and Deborah Doksa cosigned the aforesaid Lease as is shown on Exhibit A.

WHEREFORE, Plaintiffs claim that there is due and owing to them from the Defendants Joan L. DuBeck and Deborah Doksa, the sum of Three Thousand Three Hundred Sixty-Seven and 75/100 (\$3,367.75) Dollars together with continuing attorney's fees and costs, yet to be determined.

COUNT III
RICKY ALLEN REITZ and BRENDA SUE REITZ, t/d/b/a REITZ RENTALS
vs RICHARD E. DOKSA, JOAN L. DUBECK and DEBORAH DOKSA

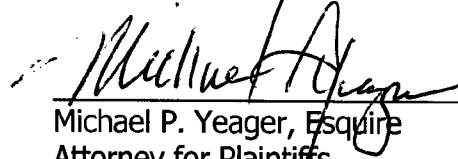
18. Paragraph Nos. 1 through 17 above are incorporated herein as if more fully set forth at length herein.

19. Plaintiffs believe and therefore aver that their claims as set forth above result in liability to the Defendants, individually, jointly and severally.

WHEREFORE, Plaintiffs claim that there is due and owing to them from the Defendants Richard E. Doksa, Joan L. DuBeck and Deborah Doksa, individually, jointly and severally, the sum of Three Thousand Three Hundred Sixty-Seven and 75/100

(\$3,367.75) Dollars together with continuing attorney's fees and costs, yet to be determined.

Respectfully submitted:



Michael P. Yeager, Esquire
Attorney for Plaintiffs

REITZ RENTAL REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of October 1, 2003, by and between REITZ RENTALS ("Landlord"), and Richard E. Doksa ("Tenant") and voids all prior lease agreement. The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 2 bedroom first floor apartment (the "Premises") located at R.D.#2 Box 55B., DuBois, PA 15801.

TERM. The lease term will begin on October 1, 2003 and will terminate on September 30, 2004.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$325.00 per month, payable in advance on the first day of each and every month, for a total annual lease payment of \$3900.00. Lease payments shall be made to the Landlord at R.D.# 2 BOX 246A, DuBois, PA, 15801 which may be changed from time to time by Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall deposit with Landlord the sum of \$325.00 to be retained as security for the full and faithful performance by the tenant of all promises, conditions and agreements in this lease and disbursed for Tenant damages to the Premises (if any) and past due rent at end of lease at Landlord's option. Landlord will not be required to keep the security deposit as a separate fund. Security deposit if not applied toward payment of damages, repairs, utilities, costs including attorneys fees or breach of this lease shall be returned to tenant as per the law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease unless any utility is being paid by tenant in which case the tenant must show Landlord receipt / notification from utility company stating such utility is in tenant name before tenant shall be entitled to possession. Furthermore tenant shall yield possession to Landlord by 1:00 P.M. on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/OCCUPANTS. Tenant shall occupy and use the Premises as a single family dwelling unit. The dwelling may not be occupied by more than 3 person(s), unless the prior written consent of the Landlord is obtained.

ABANDONMENT. Tenant shall notify Landlord of any absence from the Premises over seven days not later than the first day of the extended absence. In the event tenant vacate or abandon the leased premises prior to termination of this lease and any money due, tenant expressly authorize Landlord, at their option, to re-enter and re-rent the leased premises for the benefit of the tenant, without effecting a termination of the lease, and apply any money received as a result of that renting to the amount due to the Landlord from the tenant under the lease. **HOWEVER IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE TENANT THAT THEIR OBLIGATION TO PAY THE RENT SHALL CONTINUE FOR THE FULL TERM OF THE LEASE.**

PETS. No pets shall be allowed on/in or near the Premises without written consent from Landlord.

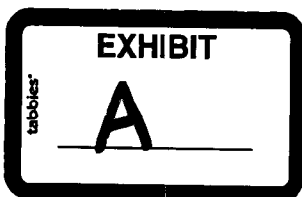
SUBLET. No subletting remises in full or partial without written consent of Landlord

FURNISHINGS. The following furnishings will be provided none. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

PROPERTY AND INSURANCE. Upon termination of the lease or upon vacation or abandonment of the leased premises by the tenant any personal property left by the tenant in/on or near the leased premises will be considered abandoned property. Tenant agrees that Landlord may immediately remove and / or dispose of such property in any way Landlord deems proper under no circumstances shall the Landlord incur any liability for the loss or damage to such abandoned property. Furthermore Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LIMITATION OF LIABILITY it is expressly understood and agreed that the owner(s) of premises or his agent, workers will not be liable for any damage, illness or any injury to tenant(s) or his / her guest / family or tenant his / her guest / family property from whatever cause arising from the occupancy of said premises by the tenant and his / her family/guest. Furthermore Landlord shall not be liable to tenant his/her family/guest for any loss or damage that may be the result of act or omission of other tenants, their guest, or pets of.

RENEWAL TERMS. This Lease shall automatically renew on a month by month renewal term, tenants(s) are required to give written notice of the termination no later than 30 days prior to vacating the premises. The lease



RED *DP* *JE.*

RR

terms during any such renewal term shall be the same as those contained in this Lease.

KEYS. The Tenant will be given 1 key(s) to the Premises and 1 mailbox key(s). If keys are not returned to the Landlord at the end of the Lease, the Tenant shall be charged \$50.00 per lock set

LOCKOUT. If the Tenant becomes locked out of the Premises, the Tenant will be charged \$20.00 to regain entry. (\$50.00 from 8:30 p.m. to 8:00 a.m.)

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitation. The Tenant will be responsible for the following minor repairs and maintenance duties: snow and ice removal and cleaning of hallways, patio, and common areas.

UTILITIES AND SERVICES. Landlord shall be responsible for the following utilities and services in connection with the Premises:

- water and sewer

Tenant shall be responsible for the following utilities and services in connection with the Premises and common areas:

- gas

- Telephone service

-Cable

-Snow & ice removal

-All others

-electric

- heating oil

-Trash

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service. Landlord shall not be liable for damages for failure to furnish utilities or services when such failure is beyond the control of the landlord.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$5,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$5,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation and/or term and/or rule by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation or any other obligation. Without written notice of such default, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. Tenant shall pay a late fee equal to \$25 applied on the third of each month and \$2 per day thereafter until rent is paid in full.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to the Landlord a lease payment for the Holdover Period equal to 110.00 % of the normal payment rate set forth in the lease payment paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

Handwritten signature

Handwritten initials RR

NON-SUFFICIENT FUNDS. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds. PLUS bank fees.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name: REITZ RENTALS Phone (814) 371-4663
Address: R.D.# 2 BOX 246A
DuBois, PA 15801

TENANT:

Name(s): Richard E. Doksa
Address: R.D#2 Box 55B, DuBois Pa. 15801
Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Pennsylvania.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

VEHICLES. Non operational (physically / legally) vehicles may not be parked on / near property, vehicle will be towed without notice at vehicle owners expense.

EXTRA PROVISIONS. Tenant must have carpets professionally cleaned and show receipt at termination of lease or be charged at the rate of \$0.32 per sq. ft. All other cleaned and/or repairs to the premises and/or furnishings needed to satisfy of the landlord/agent will be charged to tenant at a rate of \$25.00 per hour per person plus the cost of supplies /materials if preformed by landlord and/or his workers or going rate if a professional is called in to do work

-Tenants agree to comply with the rules that the landlord deems desirable or necessary for the protection and/or control of the leased premises. Tenant further agrees to abide by all laws and police, fire, sanitary regulations of any government entity.

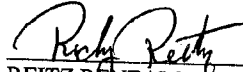
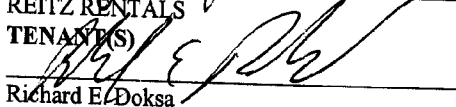
-No washers and/or dryers in leased premises without written consent of landlord
- patio/deck/porch must be kept clean and free of clutter, patio furniture only.

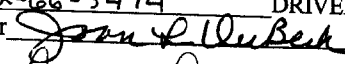
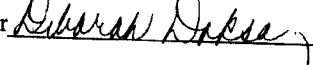
Upon moving into 55B, there are 275 gal of fuel oil in the tank the tenant agrees to pay \$302.50(\$1.10). When tenant moves out they will be reimbursed the same \$1.10 or market whichever is less.

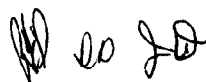
-If tenant run out of fuel, they will be charged \$25 to reprime the furnace plus charges for new filter and nozzle
In witness whereof, we have hereunto set our hands, this day and year written above

I am knowingly, intelligently and voluntarily waiving my rights including the right to advance notice and may be evicted immediately if any of the above rules and/or conditions are not followed or broken

LANDLORD:


REITZ RENTALS
TENANT(S)

Richard E. Doksa
Date OCT 1 2003
Date 10/03/2003

SS# 172-66-3474 DRIVERS LICENCES# 24-450-645
Co Signer  Date 10-3-03 SS# 073-46-2791
Co Signer  Date 10-3-03 SS# 161-46-0625



371-0410

RR

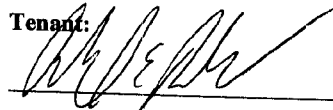
**RESIDENTIAL LEASE
INSPECTION CHECKLIST**

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

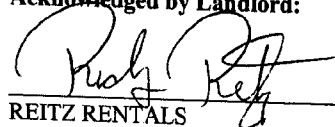
SATISFACTORY	COMMENTS
Bathrooms	OK
Carpeting	OK
Ceilings	OK
Closets	OK
Dishwasher	OK
Disposal	OK
Doors	OK
Fireplace	OK
Lights	OK
Locks and keys	OK (2 sets) 1 Key front Door & 1 Key for Back Door
Refrigerator	OK
Screens	OK
Stove	OK
Walls	OK
Windows	OK
Window coverings	OK
Flooring	OK
Out side	OK
Smoke alarm	OK

Oct 1 2003
Date

Tenant:



Acknowledged by Landlord:


REITZ RENTALS





**DISCLOSURE OF INFORMATION ON LEAD-BASE-PAINT
AND/OR LEAD-BASED HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the landlord (Check (i) or (ii) below):
- (i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents). _____
- (ii) X Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

- (c) _____ Tenant has received copies of all information listed above.
- (d) X Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

- (e) _____ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Ruby Rety
Landlord

Date oct 1 2003

[Signature]
Tenant

Date 10/03/2003

[Signature]

VERIFICATION

I, RICKY ALLEN REITZ, one of the within Plaintiffs, hereby verify that I have read the foregoing Complaint and that the statements made therein are true and correct to the best of my personal knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Ricky Allen Reitz

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 04-690-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT RICHARD DOKSA and DEBORAH DOKSA		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT RD 2 Box 55B		CITY DuBois	STATE PA
		ZIP CODE 15801	
DATE OF JUDGMENT 4/22/04	IN THE CASE OF (Plaintiff) RICK REITZ		
CLAIM NO. CV LT 210-04		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT Benjamin S. Blakley, III	
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.	
Signature of Prothonotary or Deputy			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon RICK REITZ, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 04-690-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To RICK REITZ, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: May 17, 2004

Signature of Prothonotary or Deputy

FILED
m/256 BY
MAY 17 2004
Copies to
Atty Blakley
Atty pd 85.00
William A Shaw
Prothonotary-Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
DJ Name: Hon.
PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

DEBARAH DOSKA
RD 1
BLINKER PARKWAY
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF: **REITZ, RICK**
NAME and ADDRESS
RD 2 BOX 246-A
DUBOIS, PA 15801

VS.
DEFENDANT: **DOSKA, RICHARD, ET AL.**
NAME and ADDRESS
RD 2 BOX 55B
DUBOIS, PA 15801

Docket No.: **LT-0000210-04**
Date Filed: **4/22/04**



THIS IS TO NOTIFY YOU THAT:

Judgment:

☒ Judgment was entered for: (Name) **FOR PLAINTIFF**
REITZ, RICK

☒ Judgment was entered against **DOSKA, DEBARAH** in a
Landlord/Tenant action in the amount of \$ **1,057.00** on **5/04/04** (Date of Judgment)

The amount of rent per month, as established by the District Justice, is \$ **325.00**

The total amount of the Security Deposit is \$ **325.00**

	Total Amount Established by DJ	Less Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$ 945.00	\$.00	=	\$ 945.00
Physical Damages Leasehold Property	\$.00	\$.00	=	\$.00
Damages/Unjust Detention	\$.00	\$.00	=	\$.00
Less Amt Due Defendant from Cross Complaint				\$.00
Interest (if provided by lease)				\$.00
L/T Judgment Amount				\$ 945.00
Judgment Costs				\$ 112.00
Attorney Fees				\$.00
Total Judgment				\$ 1,057.00
Post Judgment Credits				\$
Post Judgment Costs				\$
Certified Judgment Total				\$

☐ Attachment Prohibited/
42 Pa.C.S. § 8127

☐ This case dismissed without prejudice.

☒ Possession granted.

☐ Possession granted if money judgment is not satisfied by time of eviction.

☐ Possession not granted.

☐ Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

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

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

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

5-4-04 Date **Patrick N. Ford - PNF**, District Justice

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

Date _____, District Justice