

05-534-CD

CLERK H. R. L.

2005-534-CD  
Cfld. Co. Housing Auth. v. Brenda Lewis

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

MDJ Name: Hon.

**RICHARD A. IRELAND**  
Address: **650 LEONARD ST**  
**SUITE 133**  
**CLEARFIELD, PA**

Telephone: **(814) 765-5335**

**16830**

**RICHARD A. IRELAND**  
**650 LEONARD ST**  
**SUITE 133**  
**CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**RESIDENTIAL LEASE**

PLAINTIFF: **CLEARFIELD COUNTY HOUSING AUTHORITY**  
NAME and ADDRESS  
**222 LEAVY AVE**  
**CLEARFIELD, PA 16830**

VS.

DEFENDANT:

**LEWIS, BRENDA**  
**EDGEWOOD APTS APT/STE A2**  
**VALLEY VIEW DRIVE**  
**CLEARFIELD, PA 16830**

NAME and ADDRESS

Docket No.: **LT-0000130-05**  
Date Filed: **3/31/05**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR PLAINTIFF**

Judgment was entered for: (Name) **CLEARFIELD COUNTY HO, USING AU**

Judgment was entered against **LEWIS, BRENDA**

Landlord/Tenant action in the amount of \$ **228.05** on **4/07/05** (Date of Judgment)  
The amount of rent per month, as established by the Magisterial District Judge, is \$ **136.00**.

The total amount of the Security Deposit is \$ **.00**

*05-534-CD*

Rent in Arrears	Total Amount Established by MDJ	Less Security Deposit Applied	= Adjudicated Amount
	\$ <b>136.00</b>	-\$ <b>.00</b>	\$ <b>136.00</b>
Physical Damages Leasehold Property	\$ <b>.00</b>	-\$ <b>.00</b>	\$ <b>.00</b>
Damages/Unjust Detention	\$ <b>.00</b>	-\$ <b>.00</b>	\$ <b>.00</b>

Less Amt Due Defendant from Cross Complaint

Interest (if provided by lease)

L/T Judgment Amount

Judgment Costs

Attorney Fees

**Total Judgment**

Post Judgment Credits

Post Judgment Costs

**Certified Judgment Total**

**FILED**

*APR 21 2005*

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

This case dismissed without prejudice.

Possession granted.

William A. Shaw  
Prothonotary/Clerk of Courts

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 MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

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

APR 07 2005 Date

*Richard Ireland*

, Magisterial District Judge

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

APR 19 2005 Date

*Richard Ireland*

, Magisterial District Judge

My commission expires first Monday of January, 2006.

AOPC 315A-05

SEAL

In the Court of Common Pleas of Clearfield County, Pennsylvania

Civil Division

Clfd Co, Housing Authority

Plaintiff

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

vs.

Brenda L. Lewis

No. 2005-534- C.D.

Defendant

\*

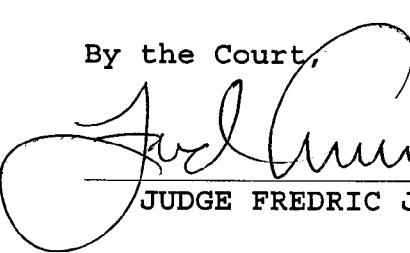
O R D E R

NOW, this 18<sup>th</sup> day of April,  
2005, upon consideration of the foregoing Affidavit in Support  
of Petition to Proceed in Forma Pauperis, it is the ORDER of this  
Court that said Petition is GRANTED / DENIED.

FJA

If the Petition is GRANTED, Filing / Mediation Conference  
fee is hereby WAIVED.

By the Court,

  
JUDGE FREDRIC J. AMMERMAN

FILED  
11:01 AM Def.

APR 18 2005 called Def.

William A. Shaw 4/18/05 - She couldn't  
Prothonotary/Clerk of Courts come to the phone;  
told individual  
IFP denied, filing fee  
must be paid today

CA

In the Court of Common Pleas of Clearfield County, Pennsylvania

Civil Division

Clearfield County Housing  
AUTHORITY

Plaintiff

vs.

Lewis, Brenda

Defendant

No. 2005-534- C.D.**FILED**

0/3:50pm

APR 15 2005 *Emm*AFFIDAVIT IN SUPPORT OF PETITION TO PROCEED IN FORMA PAUPERISWilliam A. Shaw  
Prothonotary

1. I am the Plaintiff/Defendant in the above matter and because of my financial condition I am unable to pay the fees and costs of prosecuting or defending the action or proceeding.
2. I am unable to obtain funds from anyone, including my family, friends and associates, to pay the costs of litigation.
3. I represent that the information below relating to my ability to pay the costs and fees is true and correct.

a. Name Brenda L. LewisAddress 55 Valley View Drive Clfd PA 16830Social Security Number 194 - 54 - 3412b. Date of last employment 1999Employer YMCAAddress 2nd StreetSalary/Wages..... \$ min/wageType of work Day Care

**c. Other Income:**

Business/Profession..... \$ NA  
Self-employment..... \$ NA  
Interest..... \$ NA  
Dividends..... \$ NA  
Pension..... \$ NA  
Annuities..... \$ NA  
Social Security Benefits..... \$ 50.00 mo Passthrow  
Support Payments..... \$ NA  
Disability payments..... \$ NA  
Unemployment Compensation/  
Supplements Benefits..... \$ NA  
Workmen's Compensation..... \$ NA  
Public Assistance..... \$ 614 mo.  
Food Stamps..... \$ 557 mo.  
Other..... \$ NA

d. Other contributions to my household support (please circle):

Name of Spouse, Boyfriend/Girlfriend, or Roommate/Housemate

Shane J. Litzinger

Employer  A

Salary/wages per month..... \$ ✓A

Type of work NA

Contributions from my child(ren) ... \$ VA

Contributions from my parent(s),

family members, or any other

individuals..... \$ 114

e. *Property Owned:*

Cash..... \$ \_\_\_\_\_  
Checking Account..... \$ NA  
Savings Account..... \$ NA  
Certificates of Deposit..... \$ NA  
Real Estate (including home)..... \$ NA  
Motor Vehicle(s) - Make NA (Self) Boyfriend owns car  
Year NA NA NA  
Cost..... \$ NA  
Amount owed..... \$ NA

Stocks, bonds.....	\$ <u>N/A</u>
Other.....	\$ <u>N/A</u>
Other.....	\$ <u>N/A</u>
Other.....	\$ <u>N/A</u>

f. I have the following debts:

Utilities:	\$ <u>136</u> . <u>00</u> , explain <u>rent</u>
	\$ <u>50</u> . <u>00</u> , explain <u>Cable</u>
	\$ <u>30</u> . <u>00</u> , explain <u>Phone</u>
	\$ <u>42</u> . <u>00</u> , explain <u>Buy friends Car insurance</u>
Groceries:	\$ <u>557</u> . <u>00</u> +
Rent/Mortgage:	\$ <u>136</u> . <u>00</u> , explain <u>Rent</u>
Loan(s):	\$ <u>      </u> . <u>      </u> , explain <u>      </u>
Auto Expense:	\$ <u>42</u> . <u>00</u> , explain <u>Insurance</u>
Child Care:	\$ <u>200</u> . <u>00</u> , explain <u>Diaper Clothes Shoes hygiene Careect</u>
Miscellaneous:	\$ <u>100</u> . <u>00</u> , explain <u>Cleaning Supplies Things To Keep</u> <u>The house Fit to provide for my 4</u> <u>children.</u>

g. Person(s) dependent upon you for support:

Wife/Husband's name Shane Litzinger

Children, if any:

Name	<u>Alicia Hubler</u>	Age	<u>9</u>
Name	<u>Allison Hubler</u>	Age	<u>7</u>
Name	<u>Shane Litzinger</u>	Age	<u>2</u>
Name	<u>Kaden Litzinger</u>	Age	<u>1</u>
Name	<u>N/A</u>	Age	<u>N/A</u>
Name	<u>N/A</u>	Age	<u>N/A</u>

Other person(s) dependent upon you:

Name	<u>N/A</u>	Age	<u>N/A</u>
Name	<u>N/A</u>	Age	<u>N/A</u>
Name	<u>N/A</u>	Age	<u>N/A</u>

4. I understand that I have a continuing obligation to inform the Court of improvements in my financial circumstances which would permit me to pay the costs incurred herein.

## VERIFICATION

I verify that the statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to Unsworn Falsification to Authorities.

04/15/05

Date

Brandi R. Lewis

Petitioner

CONSENT FOR RELEASE OF CONFIDENTIAL INFORMATION

I, Brenda L. Lewis, having filed with the Court an Affidavit requesting In Forma Pauperis standing, hereby consent to the release of any information which may be requested by the Judges of the Court of Common Pleas of Clearfield County, or by any employee of the Court Administrator's Office acting on the behalf and at the direction of any said Judge, relating to any employment compensation, Worker's Compensation, Social Security, Department of Public Welfare or Black Lung benefits which I may receive from any county, state or federal agency which administers or handles processing of any of the above described benefits. This consent shall also authorize the release to the said Court or designee of any information as to any compensation I am receiving, or have received in the past twelve (12) months, from any full or part-time employment of any type whatsoever.

This consent shall remain in effect for a period of twelve (12) months herefrom. A copy or FAX of this release shall have the same legal effect as the original.

Social Security Number: 194 - 54 - 3412

Board of Assistance Number (food stamps, etc.): 71160

DATE: 04 / 15 / 05

Brenda L. Lewis

signature

DATE: 04/15/05

NAME: Brenda Lewis

TELEPHONE NUMBER: (814) 765 - 3263

ADDRESS: 55 Valley View Drive C1Pd PA 16830

OTHER PARTIES INVOLVED: \_\_\_\_\_

REASON FOR FILING THIS PETITION (Write a brief description of your financial problem(s), please be specific. Failure to do so could result in your request being delayed or denied.) (Example: request for filing fee or Mediation Conference fee to be waived due to your inability to submit the required fee because...)

I have a family of six, four of them young children on a ~~tot~~ \$14.00 income per mo. I get food stamps but a lot of times I end up spending cash on food to and to keep four children in respectable clothes and shoes which they out grow and wear out all the time is pretty hard. I was filed against for rent that was not due yet, + for other complaints that were untrue.

TYPE OF ACTION: (divorce, custody, District Justice appeal, etc. Please specify what type of action you are pursuing through this application.)

District Justice appeal, I was filed against for rent that was not due yet + other complaints that were not true. I was given no information other than the hearing date two day before the hearing the only thing it said was the date of the hearing + complaining neighbor I asked for the letters that I was told was wrote against me a mo. Before he sceduled the hearing and he said I would get them.

In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

*to*  
Clearfield County Housing Authority

Plaintiff

vs.

Lewis, Brenda

Defendant

No. 2005-534- C.D.

*Open Y/A*

**FILED**

*6/3:50pm*

APR 15 2005 *Emm*

AFFIDAVIT IN SUPPORT OF PETITION TO PROCEED IN FORMA PAUPERIS

William A. Shaw  
Prothonotary

1. I am the Plaintiff/Defendant in the above matter and because of my financial condition I am unable to pay the fees and costs of prosecuting or defending the action or proceeding.
2. I am unable to obtain funds from anyone, including my family, friends and associates, to pay the costs of litigation.
3. I represent that the information below relating to my ability to pay the costs and fees is true and correct.

a. Name Brenda L. Lewis

Address 55 Valley View Drive Clfd PA 16830

Social Security Number 194 - 54 - 3412

b. Date of last employment 1999

Employer Ymca

Address 2nd Street

Salary/Wages..... \$ min/wage

Type of work Day Care

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

05-534-CJ

## 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.

Brenda L Lewis

NAME OF APPELLANT

55 Valley View Drive

ADDRESS OF APPELLANT

09-07-05

DATE OF JUDGMENT

CLAIM NO.

CV

LT

0008130-05

C1fd

CITY

46-3-02

STATE

ZIP CODE

IN THE CASE OF (Plaintiff)

C1fd Co Housing Authority

(Defendant)

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

Brenda L Lewis

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 C1fd Housing Authority, appellee(s), to file a complaint in this appeal

(Common Pleas No. 05-534-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Brenda L Lewis

Signature of appellant or his attorney or agent

RULE: To C1fd Housing Authority, 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: APRIL 18, 2005

Willie

Signature of Prothonotary or Deputy

FILED

APR 18 2005

William A. Shaw  
Prothonotary

COURT FILE TO BE FILED WITH PROTHONOTARY

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's  
receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_  
 by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom  
the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered)  
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_.

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 05-534-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.

Brenda L Lewis

NAME OF APPELLANT

55 Valley View Drive

CJFD

MAG. DIST. NO. OR NAME OF D.J.

ADDRESS OF APPELLANT

04-07-05

CITY

46-3-02

STATE

ZIP CODE

DATE OF JUDGMENT

IN THE CASE OF (Plaintiff)

(Defendant)

CLAIM NO.

CV

LT

000130-05

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

Brenda L Lewis

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 CJd Housing Authority, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 05-534-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Brenda L Lewis

Signature of appellant or his attorney or agent

**RULE:** To CJd Housing Authority, 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: April 18, 2005

Willie

Signature of Prothonotary or Deputy

---

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on (date of service) \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SIGNED (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_,

Date: 4/18/2005

Time: 01:46 PM

Page 1 of 1

**Clearfield County Court of Common Pleas**

User: BILLSHAW

Trust Report

Clearfield County Housing Authority

2005-00534-CD

Date	Transaction	Received	Transferred	Balance
4/18/2005	Beginning balance	136.00		<b>136.00</b>

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

MDJ Name: Hon.

**RICHARD A. IRELAND**  
Address: **650 LEONARD ST**  
**SUITE 133**  
**CLEARFIELD, PA**

Telephone: **(814) 765-5335**      **16830**

**BRENDA LEWIS**  
**EDGEWOOD APTS APT/STE A2**  
**VALLEY VIEW DRIVE**  
**CLEARFIELD, PA 16830**

THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **FOR PLAINTIFF**  
**CLEARFIELD COUNTY HO, USING AU**

Judgment was entered against **LEWIS, BRENDA**

Landlord/Tenant action in the amount of \$ **228.05** on **4/07/05** (Date of Judgment)  
 The amount of rent per month, as established by the Magisterial District Judge, is \$ **136.00**.  
 The total amount of the Security Deposit is \$ **.00**

Rent in Arrears	Total Amount Established by MDJ	Less Security Deposit Applied	= Adjudicated Amount
Physical Damages Leasehold Property	\$ <b>136.00</b>	-\$ <b>.00</b>	\$ <b>136.00</b>
Damages/Unjust Detention	\$ <b>.00</b>	-\$ <b>.00</b>	\$ <b>.00</b>
	\$ <b>.00</b>	-\$ <b>.00</b>	\$ <b>.00</b>
Less Amt Due Defendant from Cross Complaint		-\$	<b>.00</b>
Interest (if provided by lease)		\$	<b>.00</b>
L/T Judgment Amount		\$	<b>136.00</b>
Judgment Costs		\$	<b>92.05</b>
Attorney Fees		\$	<b>.00</b>
<b>Total Judgment</b>		\$	<b>228.05</b>
Post Judgment Credits		\$	
Post Judgment Costs		\$	
<b>Certified Judgment Total</b>		\$	

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 MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

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

APR 07 2005 Date

*Ricardo Ireland*

Magisterial District Judge

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

Date

Magisterial District Judge



Docket No.: **LT-0000130-05**

Date Filed: **3/31/05**

6/2005

01:46 PM

Page 1 of 1

**Clearfield County Court of Common Pleas**

User: BILLSHAW

**Trust Report**

**Clearfield County Housing Authority**

**2005-00534-CD**

<b>Date</b>	<b>Transaction</b>	<b>Received</b>	<b>Transferred</b>	<b>Balance</b>
4/18/2005	Beginning balance	136.00		<b>136.00</b>

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

CLEARFIELD COUNTY  
HOUSING AUTHORITY,  
Plaintiff

vs.

BRENDA LEWIS,  
Defendant

: No. 05- 534 -CD

: Type of Case: Civil Action

: Type of Pleading: Complaint

: Filed on behalf of: Plaintiff

: Counsel of Record for this Party:  
Andrew P. Gates

: Supreme Court No.: 36604

: GATES & SEAMAN  
Attorneys at law  
2 North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

FILED  
MAY 06 2005  
cc  
Amy Gates

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD COUNTY :  
HOUSING AUTHORITY, :  
Plaintiff : No. 05- 534 -CD  
vs. :  
BRENDA LEWIS, :  
Defendant :  
:

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or 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.**

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Court House  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1303

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

CLEARFIELD COUNTY	:	
HOUSING AUTHORITY,	:	
	Plaintiff	: No. 05- 534 -CD
	:	
vs.	:	
	:	
BRENDA LEWIS,	:	
	Defendant	:

**C O M P L A I N T**

AND NOW, comes Plaintiff, Clearfield County Housing Authority, by its attorneys, Gates & Seaman, and avers the following causes of action:

1. Plaintiff, Clearfield County Housing Authority, is a public housing authority and a body corporate and politic organized by the County of Clearfield under and pursuant to the laws of the Commonwealth of Pennsylvania with its principal office located at 222 Leavy Avenue, Clearfield, Pennsylvania 16830.
2. Defendant, Brenda Lewis, is an adult individual currently residing at 55 Valley View Drive, Edgewood Apartments, Apartment A-2, Clearfield, Pennsylvania 16830.
3. That on July 1, 2004, Plaintiff entered into a written Residential Lease Agreement for Unit A-2 of Plaintiff's Edgewood Apartments (hereafter referred to as "Lease"), situate in Lawrence Township, Clearfield County, Pennsylvania with a street address of 55 Valley View Drive, Clearfield, Pennsylvania 16830, with Defendant, Brenda Lewis, for a term commencing on that date and extending through July 31, 2005. A photocopy of said Lease is attached hereto as Exhibit "A" and made a part hereof.
4. That Paragraph 2 of the aforementioned Lease provides that so long as Tenant is not in default and in the absence of a notice to terminate, as

provided in Paragraph 15, the Lease would automatically be renewed for successive terms of one (1) year.

5. That Paragraph 3 of the aforementioned Lease provided the monthly rental was the sum of \$136.00 and shall be paid in advance, without demand, deduction or set off on the first (1<sup>st</sup>) day of each month.

6. Paragraph 3C of the aforementioned Lease provides:

"If Landlord does not receive the rent by the 10<sup>th</sup> day of the month a \$25.00 late fee shall be charged per month".

7. Paragraph 9 of the Lease titled "Tenant Obligations" provides that should Tenant fail to comply with the following listed provisions the same shall be a material breach of the Lease.

8. One of Tenant's Obligations under Paragraph 9 of the Lease is titled 'Quiet Enjoyment" and reads as follows:

"J. Quiet Enjoyment. To behave and cause Household Members and guests to act in such a manner which will not disturb other tenant's peaceful enjoyment of their accommodations or community facilities; to refrain from illegal or other activities that would impair the physical or social environment of the community or Scattered Site (such specifically prohibited activity shall include, but is not limited to, selling alcoholic beverages from the unit or illegal gambling on the Landlord's property); and to act in such a way as to positively contribute to maintaining the development of the community or Scattered Site in a decent, safe, and sanitary condition."

9. That Defendant and her household members have remained in possession of the aforementioned apartment unit since the date the aforementioned Lease was executed.

**COUNT ONE**

10. Paragraph 1 through 9 of this Complaint are hereby incorporated herein by reference as though set forth at length.

11. Since at least January 2005 Defendant has been in arrears on her monthly of rental and has accrued late fees as provided for in Paragraph 3C of the Lease.

12. That delinquent rent due to Plaintiff by Defendant, as provided by the written Lease of July 1, 2004, is presently as follows:

for April 2005 - \$125.00

13. That delinquent late fees due to Plaintiff by Defendant under the terms of the Lease, presently amount to \$36.00.

14. That an unpaid balance on monthly rental and late fees due Plaintiff by Defendant has continually existed since January 12, 2005.

15. The Defendant, though often requested to do so, refuses to pay the rent due or the accumulated late charges.

WHEREFORE, Plaintiff demands judgment against Defendant as follows, plus interest thereon and costs of suit:

a. rent past due .....	\$125.00
b. late charges .....	\$ 36.00
c. filing fees and service charges, for Landlord/ Tenant Complaint filed before District Justice Ireland .....	<u>\$112.40</u>

Total \$273.40

**COUNT TWO**

16. Paragraph 1 through 9 and 11 through 15 of this Complaint are hereby incorporated herein by reference as though set forth at length.

17. Paragraph 15 of the Lease provides Landlord may terminate this Lease and evict the Tenant pursuant to Paragraph 17(B) if:

**"15. DEFAULT BY TENANT**

Tenant shall be in default and Landlord may terminate this Lease and evict the Tenant pursuant to Section 17(B) if:

1. Tenant fails to pay Rent or utilities or other monetary charges due to the Landlord by the due date;
2. Tenant, Household Member(s) of Tenant, or guest(s) of Tenant neglects or fails to perform any of the promises, terms, provisions, or conditions contained in this Lease, especially as it relates to the Tenant's Obligations contained in Section 9 of this Lease.
3. Tenant Abandons the Unit."

**18. Paragraph 17B of the Lease contains the notice**

applicable to a Landlord's termination of a tenant's Lease and reads as follows:

**"17B. Landlord Termination.** The Landlord shall provide prior written notice of Lease termination to Tenant including grounds for termination and shall inform Tenant of Tenant's right to reply, to examine the Landlord's documents directly relevant to the termination. If the Landlord has a grievance procedure, Tenant may request a grievance in accordance with any such current Tenant Grievance Procedure. Unless changed by HUD or changes in State law occur, upon which the Landlord will follow the new law, prior to the commencement of an eviction action the following notice shall be given:

1. 15 days for failure to pay rent;
2. 30 days in all other cases."

**19. Defendant over a period of months, by her own conduct and/or by the conduct of her household members and/or guests has repeatedly disturbed other tenants peaceful enjoyment of their apartment units and/or Edgewood Apartments community facilities and common areas.**

**20. That Plaintiff served Defendant with Notice of Delinquency and Notice to Quit for her failure to pay rent, and late charges, in accordance with**

Paragraph 17(B) of the Lease, on January 12, 2005, notifying her to vacate said premises within fifteen (15) days. A copy of said Notice is attached hereto as Exhibit "B" and is made a part hereof.

21. That Plaintiff served Defendant on February 23, 2005, with a Notice of Lease Termination in accordance with Paragraph 17(B) of the Lease which provided the Defendant had thirty (30) days to remove herself and her possessions from her apartment unit. A copy of said Notice is attached hereto as Exhibit "C" and is made a part hereof.

22. That despite Plaintiff's Notices and requests for Defendant to vacate, the Defendant and her household members retain the apartment unit and refuse to give up possession.

WHEREFORE, Plaintiff seeks to recover possession of Apartment Unit A-2 of the Edgewood Apartments, plus costs of suit.

GATES & SEAMAN

By   
Andrew P. Gates, Esquire  
Attorney for Plaintiff,

CLEARFIELD COUNTY HOUSING AUTHORITY  
RESIDENTIAL LEASE AGREEMENT

This RESIDENTIAL LEASE AGREEMENT ("Lease") is entered into this 1st day of JULY, 2004, by and between the CLEARFIELD COUNTY HOUSING AUTHORITY (the "Landlord") and BRENDA LEWIS (the "Tenant"). The parties to this Lease, intending to be legally bound, agree to the following:

**1. PREMISES**

A. Description of Premises. Subject to the terms and conditions of this Lease and in consideration of the Rent (as defined below), the Landlord leases to Tenant and Tenant leases from the Landlord, that certain unit more particularly defined as follows:

COMMUNITY: THE EDGEWOOD APARTMENTS UNIT #: A-2

ADDRESS: 55 VALLEY VIEW DRIVE, CLEARFIELD, PA 16830

The foregoing unit shall include any steps, porch, hallway, lawn or yard adjacent to or surrounding the unit and/or any common interest therein or in any other common area (collectively, the "Unit"). The Unit shall be used solely as a private residence. The Landlord shall provide a stove and refrigerator for use on the Unit and at no additional cost to the Tenant. "Premises" is defined as the building or complex in which the Unit is located, including common areas and grounds.

B. Family Composition

(i) The Unit is for the exclusive use and occupancy by the Tenant and the Household Member(s) of the Tenant listed below:

NAMES	ALIAS/- NICKNAME	RELATION- SHIP	S.S.#	BIRTH- DATE	M/F
BRENDA LEWIS		SELF	194-54- 3412	09/08/75	F
ALICIA HUBLER		DAUGHTER	179-76- 6453	10/11/95	F
ALLISON HUBLER		DAUGHTER	207-76- 3869	06/03/97	F
SHANA LITZINGER		DAUGHTER	190-80- 7077	04/27/02	F
KADEN LITZINGER		SON	160-82- 4569	07/12/03	M
SHANE LITZINGER		OTHER	183-56- 9186	06/15/71	M

(ii) No persons other than the Tenant and the Household Member(s) listed above are permitted to be residing in the Unit unless added to the Lease with the prior written approval of the Landlord. This requirement does not apply to additions by reason of natural birth or adoptions. The Tenant shall, however, be required to provide the Landlord with written notice of any such addition, whether or not the Landlord's prior written approval is required. Any and all additions to the Household Member(s) of the Tenant including, but not limited to marriage shall be subject to standard criminal background check procedures. In addition, the Tenant must submit such proper documentation as may be required by the Landlord, including but not limited to, certificates and licenses prior to the Landlord's written approval of an addition to the Household Member(s) of the Tenant, in the event that such approval is required, or promptly after such an addition, in the event that such approval is not required.

(iii) Household Member(s) may include children placed in long-term foster care, and essential live-in care for elderly, disabled, or handicap persons. However, the Tenant is obligated to obtain prior written approval of the Landlord prior to moving such individual into the Unit.

C. Vehicles. The Tenant shall be entitled to paring for no more than 2 vehicles; if the vehicles are registered with the Landlord. The Landlord reserves the right to assign parking spaces to the Tenant and/or restrict the type of vehicles permitted at the Community. The Tenant's initial vehicle is listed below:

VEHICLE MAKE	MODEL	YEAR	LICENSE #

## 2. LEASE TERM

The term of the Lease shall be for one (1) year and it shall begin on the 1ST day of JULY, 2004 and shall terminate at midnight on the 31ST day of JULY, 2005, provided, however, that so long as the Tenant is not in default hereunder and in the absence of a notice by the Tenant to terminate, as provided for the Paragraph 15, the Lease will automatically be renewed for the successive terms of one (1) year each upon payment by the Tenant of the Rent, as defined herein on the first month following the yearly anniversary hereof.

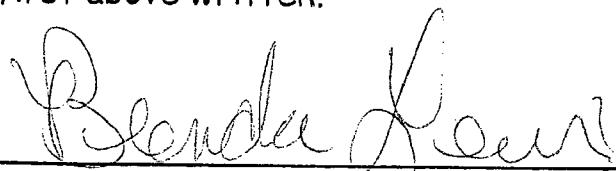
## 3. RENT

Monthly Rent. The Tenant agrees to pay monthly rent in the amount of \$136.00("Rent"). Tenant's first month's Rent is due at the time of execution of this Lease.

## 20. INVALIDITY OF PROVISION

If any provision of this Lease is found invalid, the remaining provisions of the Lease shall remain valid and enforceable.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused these presents to be duly executed on the day and year first above written.



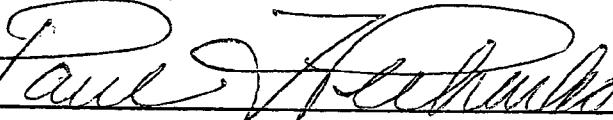
TENANT

---

TENANT

---

TENANT



---

PAUL PECHARKO, EXECUTIVE DIRECTOR



---

LISA BENNETT, PROJECT MANAGER, WITNESS

---

7/1/04

DATE

payments of Rent shall be made by check, cash, money order, wire transfer or the Vendor Payment Program set forth in Section 3(c).

**B. RENT SHALL BE PAID IN ADVANCE, WITHOUT DEMAND, DEDUCTION OR SETOFF ON THE FIRST (1st) DAY OF EACH MONTH DIRECTLY TO THE LANDLORD.**

If Tenant's obligation to pay Rent commences on a day other than the first day of a calendar month, Tenant shall pay to Landlord a pro rata portion of the monthly installment of Rent, such prorated portion to be calculated based on the number of days remaining in such partial month.

**C. Late Fee. If the Landlord does not receive the Rent by the 10th day of the month a \$ 25.00 Late Fee shall be charged per month.**

**4. SECURITY DEPOSIT**

- a. Deposit. To secure the Tenant's faithful performance of all material terms of this Lease, the Tenant shall deposit with the Landlord at the time of execution of the Lease, a security deposit ("Deposit") in the amount of \$ 99.00. (Tenants who have paid a lesser amount to the Landlord under a previous Lease are considered to have fully met this obligation).
- b. Use of Deposit. This Deposit may be used to cover any unpaid rent owed to the Landlord at the time of Lease termination, or to reimburse the Landlord for the cost of repairing any damages to the Unit caused by the willful conduct or negligence of the Tenant, the Tenant's family or guests or that is otherwise attributable to the Tenant. The Deposit may not be used to cover unpaid Rent or other charges while the Tenant continues to occupy the Unit.
- c. Return of Deposit. At the time of termination of this Lease, Landlord shall return the balance of the Deposit to the Tenant within thirty (30) days of the Unit becoming vacant provided that the Tenant provides the Landlord with a forwarding address in writing. The Landlord will also send the former resident a written statement of any costs for damages and/or other such charges for which said Deposit was utilized, in accordance with Pennsylvania law, as long as the Tenant has provided, in writing, the Landlord with a forwarding address.

## 5. UTILITIES

A. Landlord Supplied Utilities. The Landlord shall supply, at Landlord's cost, those utilities as indicated by an [x]:  
[x] electricity, [x] gas, [x] water and sewer, [x] heat, [x] refuse collection.

Tenant will pay for all other utilities, related deposits and charges on Tenant's utility bills.

B. Use. Utilities shall be used for normal household purposes only.

C. Interruption of Service. This Lease shall not be affected and there shall be no diminution or abatement of Rent or other payments and no constructive eviction shall be claimed or allowed because of interruption or curtailment of any services or utilities in or to the Unit from causes beyond the Landlord's control.

## 6. MAINTENANCE AND REPAIRS

A. Request for Maintenance and Repairs. The Tenant must request maintenance or repairs by telephone to the Maintenance Department of Landlord. Emergency repairs may be requested by telephoning the Landlord or its designee at (814) 765-6588, this line is answered 24 hours a day. In the event that the emergency services number changes, the Tenant should contact the Landlord during regular business hours at (814) 765-2485 for the correct telephone number.

B. Landlord/Tenant Responsibilities. At Tenant's request, the Landlord shall provide normal maintenance and repair of the Unit. The Tenant shall be responsible for and shall pay, upon demand therefor, reasonable charges for the repair of damage beyond normal wear and tear, which is negligently or intentionally caused by the Tenant, Household Member(s) of the Tenant or guests of the Tenant. Repair charges shall be established by the Landlord in a Schedule of Tenant Charges. The Schedule of Tenant Charges is the list that shows the costs of specific repairs, and is available at the Landlord's offices. All such charges shall be deemed to be Rent.

C. Casualty. Charges will also be assessed to the Tenant to pay for damages caused by fire, smoke, and other related charges that are a result of negligence on the part of the Tenant, Household Member(s) of the Tenant, or guests of the Tenant as determined by the Fire Department or Landlord. Such water used to extinguish fire and other related charges shall be calculated in the amount of the replacement cost, actual cost or the deducible amount on the Landlord's fire insurance, if any, whichever is less. Such charges must be paid within sixty (60) days from the date in which the charges are incurred by the Landlord. The Tenant may be given the option of entering into a reasonable payment agreement for said charges. Failure to pay such charges by the due

date or in accordance with the such payment agreement shall be considered a breach and grounds for termination of this Lease. All such charges shall be deemed to be Rent.

The Tenant will do nothing and permit nothing to be done on the Unit which will breach any fire or other insurance policy covering the same.

## 7. REDETERMINATION OF ELIGIBILITY, RENT OR DWELLING SIZE

**A. Annual Re-certifications.** At the time of the Tenant's annual review, the Landlord will send the Tenant a Personal Declaration and an Application for Continued Occupancy or similar form ("Declaration"). The Tenant is required to return the completed Declaration to the Landlord. The Tenant shall, together with its Submission of the Declaration elect to either pay the flat rent for the Tenant's Unit ("Flat Rent") or income based rent. If the Tenant elects income based rent, the Landlord shall verify each household's income in order to determine the appropriate Rent. In accordance with these procedures, the Landlord may require the Tenant to furnish certain verifications; provided however, that verifications pertaining to public assistance and employment may be obtained directly by Landlord.

The Tenant is required to provide complete and accurate information necessary for the Landlord to determine eligibility, whether the Rent shall be the same, and appropriateness of dwelling size in accordance with the Landlord policies governing admissions and continued occupancy.

- (1) The new Rent charged as a result of the annual re-examination of Rent will take effect on the Tenant's annual re-examination date.
- (2) The Tenant is obligated to return the completed Declaration within the applicable time period.

**B. Interim Rent Redetermination.** The Tenant is obligated to report any changes in income or family composition within TEN (10) business days of such change, but not later than the 25th day of the month prior to the month that the Rent is expected to change in order to make the proper adjustments to his/her monthly Rent amount. A failure to timely report a change in income is a material breach of this Lease.

- (1) **Increase in Income.** Tenants are required to report all income increases. In the event that the Tenant's income increases, the new Rent charged will take effect on the first day of the second month, unless the Tenant is newly employed, in which case the rent increase will not take place until the first (1st) day of the twelfth (12th) month following increase in income. Only newly employed Tenants who were previously unemployed for one or more years are eligible for a twelve-month grace period. Each adult family member can be eligible for the twelve (12) month grace period. (The twelve (12) month grace

period will affect the adult with the income increase. The household's rent will still be adjusted if another family member's grace period expires.)

(2) Decrease in Income. In the event of a decrease in income the Tenant must provide all documentation concerning the decrease to the Landlord by the 25th day in the month in which the decrease occurred. If the information is submitted on time, the new Rent will become effective the first (1st) day of the month following the Tenant's reporting. If the information is submitted late, the Tenant may be assessed a late fee after the seventh (7th) day of the month, and the Rent will not change until the first (1st) day of the month following the Tenant's reporting. No retroactive adjustments will be made if a Tenant fails to submit information on time.

FAILURE TO REPORT ALL INCREASES IN INCOME WITHIN TEN (10) DAYS OF SUCH INCREASE MAY RESULT IN RETROACTIVE RENT BEING CHARGED TO THE TENANT'S ACCOUNT AND THE ENTIRE BALANCE BEING DUE IMMEDIATELY!

Rent may also be increased in the event that said increases are required by changes in U.S. Department of Housing and Urban Development ("HUD") regulations.

## 8. COMMUNITY SERVICE REQUIREMENT

A. Tenant and each adult member of Tenant's Household as set forth in Section 1.B.(1) may be required to:

- (1) Contribute eight (8) hours per month of community service (not political activity) within the community in which that adult resides; or
- (2) Participate in eight (8) hours in an economic self-sufficiency program, (defined as any program designed to encourage, assist, train, or facilitate, the economic independence of participants and their families or to provide work for participants including programs for job training, employment counseling, work placement, basic skills training, education, workforce, financial or household management apprenticeship).

THE HOUSING AUTHORITY WILL NOTIFY THE TENANT OR ADULT FAMILY MEMBER OF THE HOUSEHOLD, IN WRITING IF THEIR CIRCUMSTANCES WARRANT THE IMPLEMENTATION OF THE COMMUNITY SERVICE REQUIREMENT.

B. The foregoing requirement shall not apply to a resident who:

- (1) is 62 years of age or older;

- (2) is a blind or disabled individual, as defined under section 216(I)(1) or section 1614 of the Social Security Act (42 U.S.C. §416(i)(1); 1382c), and who is unable to comply with this section, or is a primary caretaker of such individual;
- (3) is engaged in a work activity (as such term is defined in section 407(D) of the Social Security Act (42 U.S.C. §607(d), as in effect on and after July 1, 1997);
- (4) meets the requirements for being exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. §601 et seq.) or under any other welfare program of the Commonwealth of Pennsylvania, including a State-administered welfare-to-work program; or
- (5) is in a family receiving assistance under a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. §601 et seq.) or under any other welfare program of the Commonwealth of Pennsylvania, including a State-administered welfare-to-work program, and has been found by the State or other administering entity to be in compliance with such program.

C. If the Landlord determines at the annual review, which shall take place at least thirty (30) days prior to the expiration of the Lease, that Tenant has not complied with Paragraph 8(A) of this Lease, the Landlord shall:

- (1) notify Tenant of noncompliance;
- (2) notify Tenant that Tenant may file a grievance regarding the determination of noncompliance; and
- (3) notify Tenant that unless Tenant enters into an agreement with the Landlord prior to expiration of the Lease term, which agreement shall provide that the Tenant cure any noncompliance with Section 8(A) by participating in an economic self-sufficiency program or contributing to community service as many additional hours as the resident needs to comply in aggregate over a twelve (12) month term of the Lease; then the Tenant's lease shall not be renewed.

D. IF TENANT FAILS TO COMPLY WITH REQUIREMENTS OF SECTION 8(A) AND FAILS TO ENTER INTO AN AGREEMENT AS SET FORTH IN SECTION 8(C)(3) WITH THE LANDLORD PRIOR TO EXPIRATION OF THE LEASE, THEN THE LEASE SHALL NOT BE RENEWED AND THE TENANT SHALL BE EVICTED.

#### 9. TENANT OBLIGATIONS

In addition to the other obligations under this Lease, Tenant agrees that failure to comply with the following provisions shall be a material breach of the Lease:

A. Use. To use the Unit solely as a private dwelling for the Tenant and Household Member(s) of the Tenant as named in this Lease and not to use or permit the use of the Unit for any other purpose.

B. Assignment/Subletting. Tenant shall not sublease or assign this Lease.

C. Boarders/Lodgers. Tenant shall not provide accommodations for boarders and/or lodgers.

D. Overnight Guests. Tenant may reasonably provide accommodations to his/her guests or visitors for a period not to exceed fifteen (15) consecutive days or thirty (30) calendar days per calendar year; provided that the Tenant must complete a visitor form at the Management Office prior to allowing any overnight guests. A guest is someone who is present in the Unit with the consent of the Tenant or another Household Member. Permission to permit a guest to remain in the Unit in excess of fifteen (15) days in any calendar year shall not be unreasonably withheld by the Landlord. Requests to allow a guest to remain in the Unit beyond thirty (30) days shall be referred to the Landlord for special consideration (i.e. Long term foster care or medical care of a non-resident member of the Tenant's family). This limitation does not apply to any live-in aide for the Tenant or a Household Member(s) of the Tenant.

E. Rules and Regulations. To abide by such necessary and reasonable rules and/or regulations established by the Landlord for the benefit and well being of the housing community and its tenants. Any such rules and/or regulations shall be posted in each community by the Landlord, and shall be incorporated herein by reference.

F. Compliance with Laws. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances; and governmental rules, regulations, or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use, or occupancy of the Unit.

G. Maintenance. To maintain the Unit, which includes stairwells and hallways, common areas as assigned, and the appliances assigned to the Tenant for the Tenant's exclusive use in a decent, safe, clean, and sanitary condition. To cooperate with the Landlord in maintaining yards assigned to the Tenant in a neat and orderly manner. To pick up and remove trash and to dispose of garbage, rubbish, and other waste in a sanitary and safe manner. The Tenant is also required to remove ice and snow from the area immediately in front of the dwelling units. In Scattered Site units, this will be the responsibility of all tenants residing in the building. If the Tenant is unable to perform the above tasks due to age or disability, as recognized by the Landlord in writing, the Tenant shall be exempt from this provision.

**H. Prohibited Activities.** Tenant shall not engage in and shall prevent any Household Member or guest under the Tenant's control from engaging in any of the following:

- (1) Any drug related criminal activity, including but not limited to, the presence of an illegal controlled substance on or off the Premises. The physical presence of the controlled substance rather than actual ownership of the drugs shall constitute a material breach of this Lease and amount to grounds for immediate Lease termination in compliance with Pennsylvania law.
- (2) Any illegal use (or pattern of illegal use) of a controlled substance, or any abuse (or pattern of abuse) of alcohol or any criminal activity of any kind that threatens the health, safety or right to peaceful enjoyment of the Landlord's property by other tenants or employees of the Landlord;

In addition, conviction of the following crimes that occur on or off the Landlord's property shall be cause for Lease termination:

(i) a capital offense; (ii) a first degree felony involving actual or potential harm to a person; or (iii) possession, manufacture or delivery of a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802. For purposes of this Section, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance is defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.

**I. Deadly Weapons.** Any Household Member(s) of Tenant or Guest of Tenant do any of the following on the Landlord's property:

1. Utilize or attempt to utilize a potentially deadly weapon in connection with a verbal or non-verbal threat of bodily harm without legal justification;
2. Shoot, fire, explode, throw, or otherwise discharge a potentially deadly weapon;
3. Inflict any injury upon another person through the intentional, reckless, or negligent use of a deadly weapon without legal justification;
4. Damage any of the Landlord's property through the reckless, careless, or negligent use of a deadly weapon;

**J. Quiet Enjoyment.** To behave and cause Household Members and guests to act in such a manner which will not disturb other tenant's peaceful enjoyment of their accommodations or community facilities; to refrain from illegal or other activities that would impair the physical or social environment of the community or Scattered Site (such specifically prohibited activity shall include, but is not limited to, selling alcoholic beverages from the unit or illegal gambling on the Landlord's property); and to act in

such a way as to positively contribute to maintaining the development of the community or Scattered Site in a decent, safe, and sanitary condition.

K. Misuse of Utilities. To use electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities including elevators in a reasonable manner, and for its intended purpose.

L. Damage to Unit. To refrain from and to prevent Household Member(s) under the Tenant's control from destroying, defacing, damaging, and/or removing any part of the Unit, community buildings, facilities, or property located in common areas.

M. Alterations. To obtain the prior written consent of the Landlord to make repairs, alterations, or install equipment in the Unit or common areas.

N. Request for Maintenance. To notify the Landlord immediately of the need for repairs to the Unit and of any unsafe conditions on the Unit or grounds that may lead to injury or damage.

O. Pets. To comply with the Landlord's Pet Policy. This policy prohibits the ownership and/or presence of any animals on or near the Unit, except as may be set forth on the Pet Rider attached hereto. Dogs utilized by the blind are not covered by this policy, but are required to be listed on the Tenant's Lease. Any violation of this provision shall constitute ground for Lease termination and costs shall be imposed on residents for removal of the Tenant's pet. Visiting pets are not permitted to enter Unit for any reason.

P. Vehicle Registration. Tenant agrees to register all vehicles owned and operated by the Tenant, Household Member(s) of the Tenant, and Guests of the Tenant with the Landlord. Tenant shall register any new vehicle with Landlord immediately upon its entry upon the Premises. In addition, the Tenant is not to keep or maintain any inoperable vehicle, or a vehicle without a valid and current driver's license, license plate or inspection sticker, in the development parking areas. The Landlord, in conjunction with the local municipality will arrange for the removal of all illegally parked vehicles in accordance with state and local statutes.

Q. Locks. Not to change any locks on the Landlord's property.

R. Landlord Entry. The Tenant must allow the Landlord to enter the Unit for all inspection, maintenance, repair, and pest control purposes.

S. Transfer. When a change in family composition justifies the need for transfer under Landlord's occupancy standards, the Tenant agrees to transfer to an appropriately sized dwelling unit which meets the applicable habitability standards. The Landlord will make a good faith effort to transfer the Tenant within the same development or scattered site neighborhood. The Tenant shall be given FIFTEEN (15) days advance

written notice of the availability of a suitably sized unit prior to being required to move. The Tenant's response to the transfer offer must be received within FIVE (5) days of receipt and must state the Tenant's willingness to move to an appropriately sized unit within FIFTEEN (15) days. Tenants who reject a transfer to an appropriately sized unit must state specifically the reason why they are rejecting the transfer. In the event that the reason is sufficient to establish good cause to reject the unit the Tenant will still be required to move to another appropriately sized unit after one is assigned. Failure to respond to an offer within FIVE (5) days will be considered a rejection and grounds for Lease termination. All costs associated with the move will be the responsibility of the Tenant; however, the Landlord may provide movers for elderly and handicapped residents who are required to move as a result of being overhoused/underhoused.

The Tenant further agrees to accept a new Lease for a dwelling unit of the appropriate size. Failure to accept an appropriately sized unit without demonstrating good cause for rejection within FIVE (5) days of receipt of the offer shall constitute a material breach of this Agreement and grounds for termination of this Lease.

Nothing in the provisions of the Lease is intended to deny the Tenant's the benefits of State or Local ordinances.

## 10. LANDLORD OBLIGATIONS

In addition to the other obligations under this Lease, the Landlord agrees to perform the following:

A. Maintenance. Maintain the Unit, building facilities, common areas and grounds; not otherwise assigned to Tenant for maintenance and upkeep, in a decent, safe, and sanitary condition.

B. Repairs. Make needed repairs promptly by responding in the following manner. Within twenty-four (24) hours of receiving an emergency repair request, abate the emergency, and no later than TWELVE (12) business days for regular repair request.

1. Provide inspection of the Unit by the Landlord or qualified maintenance staff.
2. Complete and process all necessary work orders required to initiate the correction of the condition in a timely manner. The Landlord shall complete the remaining repairs and all non-emergency repairs in an adequate, competent, and professional manner, as soon as practicable following the inspection date. If the work cannot be completed within that time frame, the Landlord shall immediately issue a repair schedule providing for the completion of the work in a prompt and reasonable time period with a copy given to the Tenant. Tenant may request a grievance hearing to challenge the reasonableness of the repair schedule or if the repairs are not completed within the time scheduled for them.

3. Adequately complete repairs needed to make safe any hazardous or emergency conditions related to the repair request.

C. Compliance with Laws. Comply with requirements of applicable building codes, housing codes, and HUD regulations.

D. Garbage. Provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual Tenant) for the deposit of garbage, rubbish, and other waste removed from the Unit by the Tenant.

E. Maintain Utilities. Maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilating, appliances, elevators, and other facilities that are supplied or required to be supplied by the Landlord.

F. Pre-occupancy Inspection. The Landlord and the Tenant will inspect the Unit prior to occupancy by the Tenant. The Landlord will give the Tenant a copy of the inspection form showing the condition of the Unit, interior and exterior, as applicable, and any equipment provided with the Unit. The inspection form shall be signed by the Landlord and Tenant and a copy of the form shall be given to Tenant and retained in the Tenant's folder. Any deficiencies noted on the inspection form will be corrected by the Landlord before the Tenant moves in, and at no charge to the Tenant.

G. Post-occupancy Inspection. The Landlord will inspect the Unit at the time Tenant vacates the Unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant and/or the Tenant's representative and/or Resident Council President may join in such inspection, unless the Tenant vacates without notice to the Landlord.

H. Rules and Regulations. Post in the Landlord's office copies of all rules, regulations, transfer list, schedules of charges, and other documents that are made a part of this Lease (by attachment or by reference), and to make these available to Tenants.

I. Enforcement. Enforce the terms of this Lease Agreement fairly, impartially, and in good faith.

J. Notification. Notify Tenant of the specific grounds for any proposed adverse action including, but not limited to; proposed Lease termination, transfer of Tenant to a different unit, the imposition of charges for maintenance repair, or excess consumption of utilities.

## 11. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY

A. Tenant's Notice. When conditions are created on the Unit which create a danger to the life, health and/or safety of the residents; the Tenant shall immediately notify the Landlord of the condition. The Landlord shall be responsible for repair of the Unit, as stated in Section 6(B). If the damage was caused by Tenant, Household Member(s) of Tenant or Guests of Tenant under his/her control, the reasonable cost of repair shall be charged to the Tenant.

B. Relocation. If repair cannot be made within a reasonable time, the Landlord shall provide standard alternative accommodations, to the extent that such accommodations are available.

## 12. ENTRY OF UNIT DURING LEASE TERM

A. Inspections/Maintenance. The Landlord shall have the right to enter the Unit upon providing at least (48) hours' written notice delivered to Unit stating the purpose of the entry, between the hours of 8:00 a.m. and 4:30 p.m. to perform routine inspections and maintenance, or to make improvements or repairs for pest control purposes, or to determine if the Tenant still occupies the Unit when reasonable doubt exists. However, the Landlord may enter the Unit at any time without advance notice when there is reasonable cause to believe that an emergency exists or Tenant has violated the terms of this Lease.

If Tenant or another adult Household Members is not available at time of entry, the Landlord shall leave a written statement as to the date, time and purpose of such entry.

B. Failure to Permit Entry. Failure to allow the Landlord or its independent contractors entry into the Unit for any of the reasons indicated in paragraph 11(A) shall be a material breach of the Lease.

## 13. DEFAULT BY LANDLORD

The Landlord shall be in default under this Lease if the Landlord materially failed to perform its obligations under this Lease. If the Landlord is in default, Tenant may file a grievance, terminate this Lease by giving notice as described in Section 17(A), or exercise any other rights permitted by state law.

## 14. GRIEVANCE

Subject to HUD rules and regulations, and any provisions contained in this Lease, the Tenant may be entitled to a grievance hearing to resolve any disputes concerning the obligations of Tenant or the Landlord under the terms of this Lease or any action or inaction by the Landlord. Tenants are not eligible for a grievance hearing when their eviction is for drug-related or violent criminal activity. The grievance will be heard in

accordance with the Grievance Procedures established by the Landlord from time to time. A copy of the current Grievance Procedure is available at the Landlord's Office. Tenant is required to comply with the hearing officer's decision.

The Tenant must escrow or pay into an account the monthly Rent due after the Landlord's alleged action or inaction prior to being scheduled for a grievance hearing.

#### **15. DEFAULT BY TENANT**

Tenant shall be in default and Landlord may terminate this Lease and evict the Tenant pursuant to Section 17(B) if:

1. Tenant fails to pay Rent or utilities or other monetary charges due to the Landlord by the due date;
2. Tenant, Household Member(s) of Tenant, or guest(s) of Tenant neglects or fails to perform any of the promises, terms, provisions, or conditions contained in this Lease, especially as it relates to the Tenant's Obligations contained in Section 9 of this Lease.
3. Tenant abandons the Unit.

#### **16. NOTICES**

Any notice required by this Lease shall be given in accordance with Pennsylvania and/or law.

#### **17. TERMINATION OF LEASE AND SURRENDER OF UNIT**

A. Tenant's Termination. The Tenant may terminate this Lease by giving thirty (30) days' written notice, and by returning the keys to the Landlord. the Tenant's account will not be considered officially terminated by action of the Tenant unless the Tenant submits to the Landlord both written notice and keys to the Unit. In the event that the Tenant fails to give such required notice, the Landlord will charge the Tenant thirty (30) days' Rent from the date the Landlord discovers that the Unit has been vacated.

The Tenant is required to surrender the Unit in the same condition that the Unit was in when the Tenant took possession, reasonable wear and tear excepted.

B. Landlord Termination. The Landlord shall provide prior written notice of Lease termination to Tenant including grounds for termination and shall inform Tenant of Tenant's right to reply, to examine the Landlord's documents directly relevant to the termination. If the Landlord has a grievance procedure, Tenant may request a grievance in accordance with any such current Tenant Grievance Procedure. Unless

changed by HUD or changes in State law occur, upon which the Landlord will follow the new law, prior to the commencement of an eviction action the following notice shall be given:

1. 15 days for failure to pay rent;
2. 30 days in all other cases.

#### 18. EVICTION

- A. Tenant is obligated to pay Rent in full and any additional legal charges incurred by the Landlord, even if Tenant has been served with a lease termination notice.
- B. If the Tenant files a timely grievance, eviction proceedings may not be continued through the magistrate level until a hearing officer renders a decision concerning the grievance following the administrative hearing.
- C. The Tenant shall be liable for all court costs, and other fees actually expended in a legal action for enforcement of this Lease Agreement unless the Tenant prevails.

#### 19. ENTIRE AGREEMENT

- A. Entire Agreement. This Lease and all policies, rules and schedules which have been incorporated by reference, constitute the entire agreement between the Landlord and Tenant. Any amendment, change or addition shall be made only in writing and signed by both parties except for Redetermination of Eligibility, Rent, or Dwelling Size.
- B. Modifications. This Lease and all policies, rules and/or schedules referred to in this Lease may be modified provided the Landlord gives at least thirty (30) days' written notice to Tenant explaining the modification and giving Tenant the opportunity to comment. Written comments will be considered by the Landlord prior to the proposed modification becoming effective. A copy of the proposed modification shall be personally delivered or mailed to each Tenant or posted in at least three (3) conspicuous places within each building in which the affected dwelling units are located. A copy will also be posted in a conspicuous place at the Landlord's office or similar central business location within the community.

# Clearfield County Housing Authority



January 12, 2005

Brenda Lewis  
55 Valley View Drive A-2  
Clearfield, PA 16830

## SUBJECT: NOTICE OF DELINQUENCY AND NOTICE TO QUIT

This correspondence serves as your official dual **Notice of Delinquency and Notice to Quit** from the Clearfield County Housing Authority, as required by the Landlord Tenant Act (Act No. 1995-36{250.501} and Department of Housing and Urban Development Regulations. This notification serves to inform you that you should take immediate action to vacate your apartment located Valley View Drive, Clearfield, PA 16830, within 15 days or on or before February 27, 2005

You have failed to pay some or all of the monies owed to the Housing Authority, in accordance with your lease and addendum's specifically you have failed to pay:

TOTAL AMOUNT DUE: \$ 86.00	
Rent Balance (includes past due amounts)	36.00
Late Charge Balance	50.00
Major Appliance Charge	
Service Charge Balance (Work Order)	
Insufficient Funds Check Charge	
Retroactive Rent Charge Balance	
Promissory Note Balance	
District Magistrate Fee	

This notice further notifies you that you are to pay all payments due to the Housing Authority within the 15 days designated in this notice. If payment is not received within the 15-day period, the Housing Authority will initiate the right that your lease provides to begin eviction proceedings through the local Magisterial Court (District Justice Office).

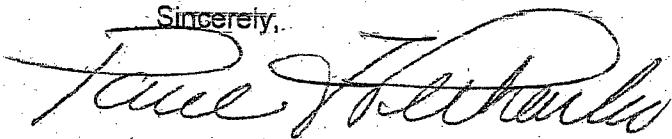
If you fail to make all payments within the time frame designated above, the Housing Authority is now officially requesting that you be out of your apartment within 15 days from the delivery date of February 11, 2005. We will expect your apartment to be cleaned, vacant, and ready for inspection no later than 2:00 PM on February 27, 2005. We also expect all keys to be turned over to the Authority at that time.

ALL TENANTS HAVE A RIGHT TO GRIEVANCE HEARING IN ACCORDANCE WITH THE GRIEVANCE PROCEDURE. According to Section 17, paragraph a, of your current lease "All disputes concerning the obligations of Tenant appeals arising under this lease, shall be resolved in accordance with the PHAs grievance procedure in effect at the time such dispute or appeal

arises." The procedures are posted in the Project office. A copy is available to Tenants upon request; however, Section F of the Grievance Procedure read: "Escrow Deposit" 1. Before a hearing is scheduled in any grievance involving the amount of Tenant Rent which the Authority claims is due, the resident shall pay an amount equal to the amount of the Tenant Rent due and payable as of the first of the month in which the act of failure to act took place. 2. The resident shall thereafter deposit the same amount of the Tenant Rent in an escrow account monthly, until the complaint is resolved by decision of the Hearing Officer. 3. The Authority in extenuating circumstances may waive these requirements. Unless so waived, failure to make such payments shall result in termination for the grievance procedures. 4. Failure to make payment shall not constitute a waiver of any right the resident may have to contest the Authority's disposition of the resident's grievance in any appropriate judicial proceeding.

Should you have any questions or require additional information, please feel free to contact the office.

Sincerely,



Paul G. Pecharko  
Executive Director

cc: file

15 day notice

# Clearfield County Housing Authority



## ADMINISTRATIVE OFFICE

HENRY E. MEYER TOWERS  
222 LEAVY AVENUE  
CLEARFIELD, PA 16830-2241  
814-765-2485

February 23, 2005

Brenda Lewis  
55 Valley View Drive A-2  
Clearfield, PA 16830

Dear Ms. Lewis:

This is your official notification that you are given thirty (30) days from the date of this notice to remove your possessions from the above address. Failure to vacate your unit will result in you being officially evicted through proper legal procedures. It is necessary for you to have your possessions removed, keys returned and your unit ready for inspection on or before March 24, 2005.

## EXPLANATION OF EVICTION:

Continuous Lease violations. Disturbing the neighbors.

Section 15 of your Dwelling Lease states, "Tenant shall be in default and Landlord may terminate this Lease and evict the Tenant pursuant to Section 17 (B) if: 1. Tenant fails to pay Rent or utilities or other monetary charges due to the Landlord by the due date; 2. Tenant, Household Member(s) of Tenant, or guest(s) of Tenant neglects or fails to perform any of the promises, terms, provisions, or conditions contained in this Lease, especially as it relates to the Tenant's Obligations contained in Section 9 of this Lease".

This is your official thirty (30) day notice according to Section 17 (B) of your Dwelling Lease which states, "The Landlord shall provide prior written notice of Lease termination to Tenant including grounds for termination and shall inform Tenant of Tenant's right to reply, to examine the Landlord's documents directly relevant to the termination. If the Landlord has a grievance procedure, Tenant may request a grievance in accordance with any such current Tenant Grievance Procedure. Unless changed by HUD or changes in State law occur, upon which the Landlord will follow the new law".

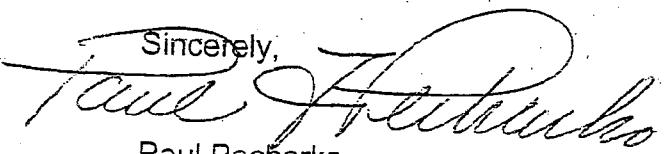
Section 14 Grievance Procedure, Subject to HUD rules and regulations, and any provisions contained in this Lease, the Tenant may be entitled to a grievance hearing to resolve any disputes concerning the obligations of Tenant or the Landlord under the terms of this Lease or any action or inaction by the Landlord. Tenants are not eligible for a grievance hearing when their eviction is for drug-related or violent criminal activity. The grievance will be heard in accordance with the Grievance Procedures established by the Landlord from time to time. A copy of the current Grievance Procedures is available at the Landlord's office. Tenant is required to comply with the hearing officer's



decision".

If you have any questions, please contact the office.

Sincerely,

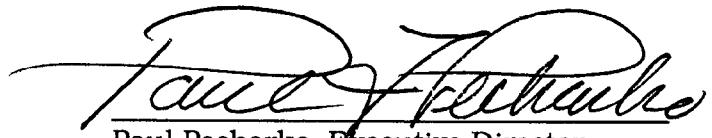


Paul Pecharko  
Executive Director

C: file

**VERIFICATION**

The undersigned verifies that he is authorized to make this Verification on behalf of Clearfield County Housing Authority, Plaintiff in the within action; and that the statements made in the foregoing Complaint are true and correct to the best of his knowledge, information and belief. He understands that false statements made herein are subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Paul Pecharko, Executive Director  
Clearfield County Housing Authority

Date: 7/27/05

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

CLEARFIELD COUNTY :  
HOUSING AUTHORITY, :  
Plaintiff : No. 05- 534 -CD  
vs. :  
BRENDA LEWIS, :  
Defendant :

6K  
FILED  
05/06/2005  
MAY 06 2005  
Gates  
cc  
05/06/2005

William A. Shaw  
Prothonotary/Clerk of Courts

**PLAINTIFF'S MOTION FOR RELEASE OF MONTHLY RENTAL  
AMOUNT BEING HELD IN ESCROW**

NOW COMES, Plaintiff, Clearfield County Housing Authority, and Movant herein, requesting that this Honorable Court issue an Order directing the Clearfield County Prothonotary to release the monthly rental amount currently due and which has been paid by Defendant into escrow, and in support thereof avers the following:

1. Defendant, Brenda Lewis, took a timely appeal from the judgment entered by District Justice Richard Ireland in favor of Clearfield County Housing Authority for possession of the Defendant's rental unit at the Edgewood Apartments and for unpaid rent and costs. Attached hereto and made a part hereof as Exhibits "A" and "B" are the Notice of Judgment of possession and for rental entered by said District Justice and the Notice Of Appeal filed by Defendant.

2. At the time she filed her Notice Of Appeal with the Prothonotary of Clearfield County, Defendant Brenda Lewis deposited with the Prothonotary the sum of \$136.00 which is the monthly rental amount due and owing by said Defendant under the terms of her Residential Lease Agreement dated July 1, 2004.

3. At present, under the terms of the Residential Lease Agreement, Clearfield County Housing Authority has not been paid for the monthly rental for April 2005 for Defendant's apartment unit in the monthly amount of \$136.00.

4. Pursuant to Pa. R.C.P.D.J. No. 1008B and 68 P.S. §250.513(C), in the case of an appeal by a tenant from a judgment for possession of real property and upon application by the landlord, the Court shall release appropriate sums from the escrow account on a continuing basis while the appeal is pending to compensate the landlord for tenant's actual possession and use of the premises during the pendency of the appeal.

5. Defendant, Brenda Lewis, since filing her Notice Of Appeal has continued to actually possess and occupy apartment unit A-2 of the Edgewood Apartments.

WHEREFORE, Movant, Clearfield County Housing Authority, requests your Honorable Court enter an Order directing that the Prothonotary pay over to Clearfield County Housing Authority the sum of \$136.00 for the monthly rental owed to Movant by Defendant, Brenda Lewis, for the month of April, 2005.

Respectfully submitted,

GATES & SEAMAN:  
By:



---

Andrew P. Gates, Esquire, Attorney for  
Clearfield County Housing Authority

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

**RICHARD A. IRELAND**  
650 LEONARD ST  
SUITE 133  
CLEARFIELD, PA

Telephone: (814) 765-5335

16830

**BRENDA LEWIS**  
EDGEWOOD APTS APT/STE A2  
VALLEY VIEW DRIVE  
CLEARFIELD, PA 16830

THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **FOR PLAINTIFF**  
**CLEARFIELD COUNTY HO, USING AU**

Judgment was entered against **LEWIS, BRENDA**

Landlord/Tenant action in the amount of \$ **228.05** on **4/07/05** (Date of Judgment)

The amount of rent per month, as established by the Magisterial District Judge, is \$ **136.00**.

The total amount of the Security Deposit is \$ **.00**

Rent in Arrears	Total Amount Established by MDJ	Less Security Deposit Applied	= Adjudicated Amount
Physical Damages Leasehold Property	\$ <b>136.00</b>	\$ <b>.00</b>	\$ <b>136.00</b>
Damages/Unjust Detention	\$ <b>.00</b>	\$ <b>.00</b>	\$ <b>.00</b>
	\$ <b>.00</b>	\$ <b>.00</b>	\$ <b>.00</b>
Less Amt Due Defendant from Cross Complaint			
Interest (if provided by lease)			\$ <b>.00</b>
L/T Judgment Amount			\$ <b>.00</b>
Judgment Costs			\$ <b>136.00</b>
Attorney Fees			\$ <b>92.05</b>
<b>Total Judgment</b>			\$ <b>228.05</b>
Post Judgment Credits			\$ <b>.00</b>
Post Judgment Costs			\$ <b>.00</b>
<b>Certified Judgment Total</b>			\$ <b>.00</b>

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.

NOTICE OF JUDGMENT/TRANSCRIPT  
RESIDENTIAL LEASE

PLAINTIFF: **CLEARFIELD COUNTY HOUSING AUTHORITY** NAME and ADDRESS  
222 LEAVY AVE  
CLEARFIELD, PA 16830

DEFENDANT:

**LEWIS, BRENDA** NAME and ADDRESS  
EDGEWOOD APTS APT/STE A2  
VALLEY VIEW DRIVE  
CLEARFIELD, PA 16830

Docket No.: **LT-0000130-05**  
Date Filed: **3/31/05**



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 MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

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

APR 07 2005 Date

*Ricardo Ireland*

, Magisterial District Judge

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

Date

*Ricardo Ireland*, Magisterial District Judge

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

5-534-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.

BRYAN L. LEWIS

NAME OF APPELLANT

55 VALLEY ~~Ridge~~ View Drive

ADDRESS OF APPELLANT

41-7-05

DATE OF JUDGMENT

IN THE CASE OF (Plaintiff)

CLFD. Co. Housing Auth

CITY

CLFD.

STATE

PA

ZIP CODE

16830

CLAIM NO.

vs Bryan L. Lewis

(Defendant)

CV  
LT

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

S/ Bryan Lewis

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.

*Bryan Lewis*  
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 CLFD Housing Auth, appellee(s), to file a complaint in this appeal

(Common Pleas No. 05-534-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

S/ Bryan Lewis

Signature of appellant or his attorney or agent

RULE: To CLFD. Housing Authority, 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

I hereby certify this to be a true and attested copy of the original statement filed in this case.

APR 19 2005

Attest.

William L. Lewis  
Prothonotary/  
Clerk of Courts

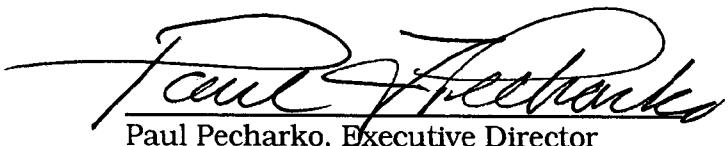
CLEARFIELD COUNTY  
APR 19 2005  
HOUSING AUTHORITY

COPY TO BE SERVED ON APPELLEE

EXHIBIT "B"

**VERIFICATION**

The undersigned verifies that he is authorized to make this Verification on behalf of Clearfield County Housing Authority, Plaintiff in the within action; and that the statements made in the foregoing Motion are true and correct to the best of his knowledge, information and belief. He understands that false statements made herein are subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Paul Pecharko, Executive Director  
Clearfield County Housing Authority

Date: 7/27/05

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

CLEARFIELD COUNTY  
HOUSING AUTHORITY,

Plaintiff : No. 05- 534 -CD

vs.

BRENDA LEWIS,

Defendant :

ORDER

AND NOW this 9<sup>th</sup> day of *May*, 2005, upon consideration  
of the Motion of Plaintiff, Clearfield County Housing Authority, William A. Shaw,  
Prothonotary, is directed to pay over to Clearfield County Housing Authority, from his  
escrow account, the amount of \$136.00 paid in to said account by Defendant, Brenda  
Lewis, for rental owed for April, 2005.

BY THE COURT:



Judge

FILED <sup>cc</sup>  
05/09/2005 Atty Gates  
MAY 09 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD COUNTY  
HOUSING AUTHORITY,

Plaintiff : No. 05- 534 -CD

vs.

BRENDA LEWIS,

Defendant :

**PRAECIPE**

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly issue a check to the Clearfield County Housing Authority in the amount of ONE HUNDRED THIRTY-SIX and no/100 (\$136.00) DOLLARS from your escrow account, as directed by the Court's Order of May 9, 2005, a photocopy of which is attached hereto and made apart hereof as Exhibit "A".

GATES & SEAMAN

By: Andrew P. Gates

Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
Clearfield County Housing Authority

Date: 5/12/05

*Pa*  
**FILED** *10cc*  
*010-50-61*  
**MAY 13 2005**

William A. Shaw  
Prothonotary/Clerk of Courts  
*ISSUED CK # 1186*  
*136.00 TO*  
*CCHA.*

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

CLEARFIELD COUNTY  
HOUSING AUTHORITY,

Plaintiff : No. 05- 534 -CD

vs.

BRENDA LEWIS,

Defendant :

**PRAECIPE**

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly issue a check to the Clearfield County Housing Authority in the amount of ONE HUNDRED THIRTY-SIX and no/100 (\$136.00) DOLLARS from your escrow account, as directed by the Court's Order of May 9, 2005, a photocopy of which is attached hereto and made apart hereof as Exhibit "A".

GATES & SEAMAN

By: Andrew P. Gates

Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
Clearfield County Housing Authority

Date: 5/12/05

1186

CLEARFIELD COUNTY PROTHONOTARY 7-83

ESCROW ACCOUNT  
P.O. BOX 549  
CLEARFIELD, PA 16830

60-629/313

MAY 13 2005

PAY  
TO THE  
ORDER OF

CLEARFIELD COUNTY Housing AUTHORITY

\$ 136.00

ONE HUNDRED THIRTY-SIX AND NO/100

DOLLARS



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

FOR 05-534-CD

W. S. Hall  
AMMA

100313062940 1 2 26577 21 1186

**Clearfield County Court of Common Pleas**

NO. 0018342

**DISBURSEMENT**

Friday, May 13, 2005

Paid to: Clearfield County Housing Authority

\$136.00

Henry E. Meyer Towers

Clearfield PA 16830

One Hundred Thirty-Six and 00/100 Dollars

Case: 2005-00534-CD

Clearfield County Housing Authority vs. Brenda Lewis

For: Trust

136.00 William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_

Deputy Clerk

Clerk: BILLSHAW

**NOT NEGOTIABLE**

Date: 5/16/2005 Clearfield County Court of Common Pleas  
Time: 11:24 AM Receipt

NO. 1901259  
Page 1 of 1

Received of: Lewis, Brenda \$ 136.00

---

One Hundred Thirty-Six and 00/100 Dollars

---

Plaintiff: Clearfield County Housing Authority vs. Brenda Lewis  
Case Litigant type

Case	Litigant type	Amount
2005-00534-CD	Plaintiff	
Trust account		136.00
		Total: 136.00
		Balance due: 0.00

Payment Method: Cash William A. Shaw, Prothonotary/Clerk of Cou  
Amount Tendered: 136.00  
Change Returned: 0.00  
Clerk: BILLSHAW By: \_\_\_\_\_  
Deputy Clerk

05-534-CD

\$ 136.00 Brenda Lewis

paid 5/3/05

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

CLEARFIELD COUNTY :  
HOUSING AUTHORITY, :  
Plaintiff : No. 05- 534 -CD  
vs. :  
BRENDA LEWIS, :  
Defendant :  
:

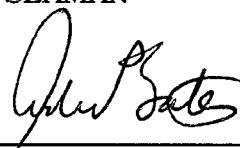
CERTIFICATE OF SERVICE

I hereby certify that I mailed by regular U. S. mail, postage prepaid, on the 6th day of May, 2005, a certified copy of Plaintiff's Complaint and Plaintiff's Motion For Release Of Monthly Rental Amount Being Held In Escrow to:

Brenda Lewis  
Edgewood Apartment, Apt.  
55 Valley View Road  
Clearfield, PA 16830.

Attached hereto as Exhibit "A" is a photocopy of U. S. Postal Service Form 3817 (Certificate of Mailing) evidencing said mailing.

GATES & SEAMAN  
By:

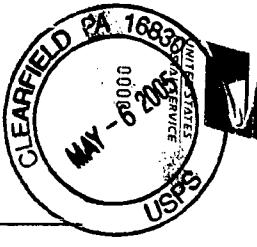


---

Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
Clearfield County Housing Authority

FILED No CC  
0105381  
MAY 24 2005

William A. Shaw  
Prothonotary/Clerk of Courts

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	Affix fee here in stamps
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From: <u>GATES &amp; SEAMAN</u> <u>2 North Front Street</u> <u>P. O. Box 846</u> <u>Clearfield, PA 16830</u>			
One piece of ordinary mail addressed to: <u>Brenda Lewis</u> <u>Edgewood Apts., Apt. A2</u> <u>55 Valley View Drive</u> <u>Clearfield, PA 16830</u>			
		<u>U.S. POSTAGE</u> <u>CLEARFIELD, PA</u> <u>16830</u> <u>MAY 6 2005</u> <u>AMOUNT .05</u>	<u>\$0.90</u> <u>0008283-07</u>

PS Form 3817, January 2001

EXHIBIT "A"

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

CLEARFIELD COUNTY HOUSING AUTHORITY,	:	
	:	
	Plaintiff	:
	:	No. 05- 534 -CD
vs.	:	
	:	
BRENDA LEWIS,	:	
	Defendant	:

FILED 1cc  
of 10:54 AM Atty  
MAY 24 2005 Gates  
William A. Shaw  
Notary/Clerk of Courts

**PLAINTIFF'S MOTION FOR RELEASE OF MONTHLY RENTAL  
AMOUNT BEING HELD IN ESCROW**

NOW COMES, Plaintiff, Clearfield County Housing Authority, and Movant herein, by their attorneys, Gates & Seaman, requesting that this Honorable Court issue an Order directing the Clearfield County Prothonotary to release all monthly rental amounts currently due and which has been paid or in the future will be paid by Defendant into escrow, and in support thereof avers the following:

1. Defendant, Brenda Lewis, took a timely appeal from the judgment entered by District Justice Richard Ireland in favor of Clearfield County Housing Authority for possession of the Defendant's rental unit at the Edgewood Apartments and for unpaid rent and costs. Attached hereto and made a part hereof as Exhibits "A" and B" are the Notice of Judgment of possession and for rental entered by said District Justice and the Notice Of Appeal filed by Defendant.

2. At the time she filed her Notice Of Appeal with the Prothonotary of Clearfield County, Defendant Brenda Lewis deposited with the Prothonotary the sum of \$136.00 which was the monthly rental amount due and owing by said Defendant, for April 2005, under the terms of her Residential Lease Agreement dated July 1, 2004.

3. The initial rental of \$136.00 paid into escrow by the Defendant and referred to in the preceding paragraph was paid over to Plaintiff, by virtue of this Court's Order of May 9, 2005, upon consideration of Movant's prior Motion for Release of said escrowed rental. A conformed copy of the Court's Order of May 9, 2005 is attached hereto and made a part hereof as Exhibit "C".

4. Pursuant to Pa. R.C.P.D.J. No. 1008B and 68 P.S. §250.513(C), in the case of an appeal by a tenant from a judgment for possession of real property and upon application by the landlord, the Court shall release appropriate sums from the escrow account on a continuing basis while the appeal is pending to compensate the landlord for tenant's actual possession and use of the premises during the pendency of the appeal.

5. Defendant, Brenda Lewis, since filing her Notice Of Appeal has continued to actually possess and occupy apartment unit A-2 of the Edgewood Apartments.

6. On May 13, 2005, Defendant, Brenda Lewis, paid a second amount of \$136.00 to the Prothonotary, presumably for May 2005 rent.

7. Since Defendant, Brenda Lewis, by making two monthly rental payments into escrow has evidenced her intent to proceed with her appeal, for purposes of judicial economy, Movant requests that this Court issue a "blanket order" authorizing the Prothonotary to release to Plaintiff/Movant all future rental monies paid into escrow by the Defendant, upon the Prothonotary being presented a Praecept "for payment" by Plaintiff's counsel.

WHEREFORE, Movant, Clearfield County Housing Authority, requests your Honorable Court enter a blanket Order directing that the Prothonotary pay over

to Clearfield County Housing Authority all future sums being paid by Defendant into escrow for the monthly rental owed during the course of these proceedings, upon the Prothonotary receiving a Praeclipe from Plaintiff's counsel to release said sum(s).

Respectfully submitted,

GATES & SEAMAN:  
By:



---

Andrew P. Gates, Esquire, Attorney for  
Clearfield County Housing Authority

Date: May 23, 2005

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

**RICHARD A. IRELAND**  
Address: 650 LEONARD ST  
SUITE 133  
CLEARFIELD, PA  
Telephone: (814) 765-5335

16830

**BRENDA LEWIS**  
EDGEWOOD APTS APT/STE A2  
VALLEY VIEW DRIVE  
CLEARFIELD, PA 16830

THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **FOR PLAINTIFF**  
**CLEARFIELD COUNTY HO, USING AU**

Judgment was entered against **LEWIS, BRENDA**

Landlord/Tenant action in the amount of \$ **228.05** on **4/07/05** (Date of Judgment)  
 The amount of rent per month, as established by the Magisterial District Judge, is \$ **136.00**.

The total amount of the Security Deposit is \$ **.00**

Rent in Arrears	Total Amount Established by MDJ	Less Security Deposit Applied	= Adjudicated Amount
Physical Damages Leasehold Property	\$ <b>136.00</b>	\$ <b>.00</b>	\$ <b>136.00</b>
Damages/Unjust Detention	\$ <b>.00</b>	\$ <b>.00</b>	\$ <b>.00</b>
	\$ <b>.00</b>	\$ <b>.00</b>	\$ <b>.00</b>
Less Amt Due Defendant from Cross Complaint			
Interest (if provided by lease)			\$ <b>.00</b>
L/T Judgment Amount			\$ <b>.00</b>
Judgment Costs			\$ <b>136.00</b>
Attorney Fees			\$ <b>92.05</b>
<b>Total Judgment</b>			\$ <b>228.05</b>
Post Judgment Credits			\$ <b>.00</b>
Post Judgment Costs			\$ <b>.00</b>
<b>Certified Judgment Total</b>			\$ <b>.00</b>

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 MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

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

APR 07 2005 Date

*Richard Ireland*

, Magisterial District Judge

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

Date

, Magisterial District Judge



Docket No.: **LT-0000130-05**  
Date Filed: **3/31/05**

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

5-534-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.

BRENDA L. LEWIS

NAME OF APPELLANT

55 Valley ~~View~~ Drive

ADDRESS OF APPELLANT

41-7-05

DATE OF JUDGMENT

IN THE CASE OF (Plaintiff)

CLFD. Co. Housing Authority

CLAIM NO.

MAG. DIST. NO. OR NAME OF DJ.

46-3-02

CITY  
CLFD.STATE  
PAZIP CODE  
16836

(Defendant)

S/ Brenda L. Lewis

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 CLFD Housing Authority, appellee(s), to file a complaint in this appeal  
(Name of appellee(s))

(Common Pleas No. 05-534-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

S/ Brenda L. Lewis

Signature of appellant or his attorney or agent

RULE: To CLFD. Housing Authority, 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

I hereby certify this to be a true and attested copy of the original statement filed in this case.

APR 18 2005

Attest.

*William L. Lewis*  
Prothonotary/  
Clerk of Courts

CLEARFIELD COUNTY  
APR 18 2005  
HOUSING AUTHORITY

COPY TO BE SERVED ON APPELLEE  
EXHIBIT "B"

Gates

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

CLEARFIELD COUNTY  
HOUSING AUTHORITY,

Plaintiff : No. 05- 534 -CD

vs.

BRENDA LEWIS,

Defendant :

ORDER

AND NOW this 9<sup>th</sup> day of May, 2005, upon consideration of the Motion of Plaintiff, Clearfield County Housing Authority, William A. Shaw, Prothonotary, is directed to pay over to Clearfield County Housing Authority, from his escrow account, the amount of \$136.00 paid in to said account by Defendant, Brenda Lewis, for rental owed for April, 2005.

BY THE COURT:

/s/ Fredric J. Ammerman

Judge

I hereby certify this to be a true and attested copy of the original statement filed in this case.

MAY 09 2005

Attest

*W.A. J.R.*  
Prothonotary/  
Clerk of Courts

EXHIBIT "C"

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

CLEARFIELD COUNTY  
HOUSING AUTHORITY,

Plaintiff : No. 05- 534 -CD

vs.

BRENDA LEWIS,

Defendant :

ORDER

AND NOW this 26 day of May, 2005, upon  
consideration of the Motion of Plaintiff, Clearfield County Housing Authority, William  
A. Shaw, Prothonotary, is directed to pay over to Clearfield County Housing  
Authority, all future sums paid by Defendant, Brenda Lewis, to the Prothonotary for  
rent becoming due, upon receipt from Plaintiff's counsel of a Praecept requesting said  
payment.

BY THE COURT:



Judge

FILED *cc*  
12:47 PM May Gates  
MAY 26 2005 *GW*

William A. Shaw  
Prothonotary/Clerk of Courts

**Clearfield County Court of Common Pleas**

NO. 0018575

**DISBURSEMENT**

Thursday, June 02, 2005

Paid to: Clearfield County Housing Authority

\$136.00

Henry E. Meyer Towers

Clearfield PA 16830

One Hundred Thirty-Six and 00/100 Dollars

Case: 2005-00534-CD

Clearfield County Housing Authority vs. Brenda Lewis

For: Trust

136.00 William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_

Deputy Clerk

Clerk: BILLSHAW

**NOT NEGOTIABLE**

**CLEARFIELD COUNTY PROTHONOTARY**  
7-83  
ALLEN DALE William A. SHAW  
ESCROW ACCOUNT  
P.O. BOX 549  
CLEARFIELD, PA 16830

1187

PAY  
TO THE  
ORDER OF

CLEARFIELD County Housing Authority

JUNE 2, 2005

60-629/313

ONE HUNDRED THIRTY-SIX AND 00/100

\$ 136.00

DOLLARS

Main Office  
11 North 2nd Street  
Clearfield, PA 16830

FOR 05-534-CD RENT PAID BY B. LEWIS

IMMA

0313062941 1 2 26577 210 1187

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

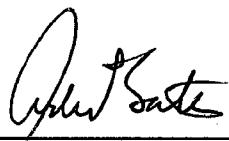
CLEARFIELD COUNTY :  
HOUSING AUTHORITY, :  
Plaintiff : No. 05- 534 -CD  
vs. :  
BRENDA LEWIS, :  
Defendant :  
:

**PRAECIPE**

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly issue a check to the Clearfield County Housing Authority in the amount of ONE HUNDRED THIRTY-SIX and no/100 (\$136.00) DOLLARS from your escrow account, as directed by the Court's Order of May 26, 2005, a photocopy of which is attached hereto and made apart hereof as Exhibit "A".

GATES & SEAMAN

By: 

Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
Clearfield County Housing Authority

Date: June 1, 2005

FILED NO CC  
of 3:46pm  
JUN 01 2005 Copy to  
William A. Shaw W. Shaw Sr.  
Prothonotary/Clerk of Courts (4)

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

CLEARFIELD COUNTY  
HOUSING AUTHORITY,

Plaintiff : No. 05- 534 -CD

vs.

BRENDA LEWIS,

Defendant :

**ORDER**

AND NOW this 26 day of May , 2005, upon  
consideration of the Motion of Plaintiff, Clearfield County Housing Authority, William  
A. Shaw, Prothonotary, is directed to pay over to Clearfield County Housing  
Authority, all future sums paid by Defendant, Brenda Lewis, to the Prothonotary for  
rent becoming due, upon receipt from Plaintiff's counsel of a Praeclipe requesting said  
payment.

BY THE COURT:

/s/ Fredric J. Ammerman

---

Judge

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

MAY 20 2005

Attest.

*John C. Ammerman*  
Prothonotary/  
Clerk of Courts

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

CLEARFIELD COUNTY HOUSING  
AUTHORITY,

Plaintiff

No. 05 - 534 -CD

-vs-

BRENDA LEWIS,

Defendant

Type of Case: Civil Action

Type of Pleading: Praeclipe  
For Default Judgment

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN  
Attorneys at law  
2 North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

FILED Atty pd. ap.00  
cc  
014:00 AM Notice to Def.  
JUN 14 2005 Statement to Atty  
FBI

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD COUNTY :  
HOUSING AUTHORITY, :  
Plaintiff : No. 05- 534 -CD  
vs. :  
BRENDA LEWIS, :  
Defendant :

**PRAECIPE FOR DEFAULT JUDGMENT**

TO: WILLIAM A. SHAW, PROTHONOTARY:

Kindly enter Judgment in favor of CLEARFIELD COUNTY HOUSING AUTHORITY, Plaintiff herein, and against the Defendant herein, Brenda Lewis, for her failure to file a timely Answer to the Complaint which was served upon her by regular first class mail, postage prepaid on May 6, 2005 as indicated by the Certificate of Service filed of record in this matter by Plaintiff's Counsel, as follows:

(a) For possession of Apartment Unit A-2 of the Edgewood Apartments situate in Lawrence Township, Clearfield County, Pennsylvania, having a mailing address of Apartment A-2, 55 Valley View Drive, Clearfield, PA 16830

Furthermore, the undersigned attorney certifies that said Defendant was also served with the Notice specified in Pa. R.C.P. §237.1 by regular first class mail, postage prepaid, on May 31, 2005. A copy of the Notice mailed to the Defendant and U. S. Postal Service Form 3817 for said mailing is attached hereto and made a part hereof, collectively, as Exhibit "A".

GATES & SEAMAN

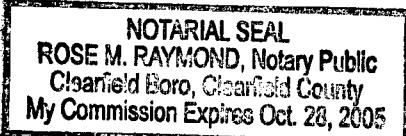
By:



Date: June 14, 2005

Andrew P. Gates, Esquire  
Attorney for Plaintiff, CSB Bank

Sworn to and subscribed before  
me this 14 day of June, 2005



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

CLEARFIELD COUNTY  
HOUSING AUTHORITY,

Plaintiff : No. 05- 534 -CD

vs.

BRENDA LEWIS,

Defendant :

TO: Brenda Lewis  
Edgewood Apartment, Apt.A-2  
55 Valley View Road  
Clearfield, Pennsylvania 16830

DATE OF NOTICE: May 31, 2005

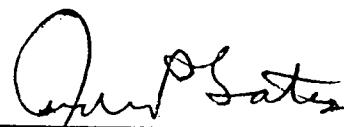
**IMPORTANT NOTICE**

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 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 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.**

David S. Meholic, Court Administrator  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, PA 16830  
(814) 765-2641



Andrew P. Gates, Esquire, Attorney for Plaintiff

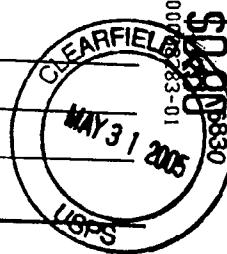
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From:	GATES & SEAMAN	
_____	2 North Front Street	
_____	P. O. Box 846	
_____	Clearfield, PA 16830	
One piece of ordinary mail addressed to:		
Brenda Lewis		
Edgewood Apartment, Apt. A-2		
55 Valley View Road		
Clearfield, PA 16830		



0000

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
MAY 31, 2005  
AMOUNT



PS Form 3817, January 2001

 COPY

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

CLEARFIELD COUNTY  
HOUSING AUTHORITY,

Plaintiff : No. 05- 534 -CD

vs.

BRENDA LEWIS,

Defendant :

TO: Brenda Lewis  
Edgewood Apartments  
Apt. Unit A-2  
55 Valley View Drive  
Clearfield, PA 16830

Notice is given that a JUDGMENT in the above captioned matter has been entered against you: for possession of Edgewood Apartment Unit A-2 situate in Lawrence Township, Clearfield County, Pennsylvania, having a mailing address of Apartment Unit A-2, 55 Valley View Drive, Clearfield, PA 16830.

William A. Shaw, Prothonotary

By \_\_\_\_\_  
Deputy

Date: 6/14/05

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

 COPY

Clearfield County Housing Authority  
Plaintiff(s)

No.: 2005-00534-CD

Real Debt: Possession of Apartment Unit A-2  
of the Edgewood Apts.

Atty's Comm: \$

Vs.

Costs: \$

Brenda Lewis  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 14, 2005

Expires: June 14, 2010

Certified from the record this 14th day of June, 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 ACTION - LAW

CLEARFIELD COUNTY  
HOUSING AUTHORITY,

Plaintiff : No. 05- 534 -CD

vs.

BRENDA LEWIS,

Defendant :

**PRAECIPE FOR WRIT OF POSSESSION**

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly issue a Writ of Possession in the above matter.

GATES & SEAMAN

By:

  
Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
Clearfield County Housing Authority

Date: June 20, 2005.

**FILED** 1cclewnts  
01/11/2005 to Shaw  
JUN 20 2005 Atty pd 20-00  
William A. Shaw  
Prothonotary/Clerk of Courts 

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

CLEARFIELD COUNTY :  
HOUSING AUTHORITY, :  
Plaintiff : No. 05- 534 -CD  
vs. :  
BRENDA LEWIS, :  
Defendant :

**WRIT OF POSSESSION**

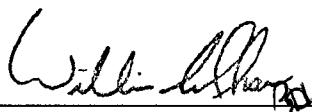
COMMONWEALTH OF PENNSYLVANIA :  
: :  
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described real estate to representatives of Plaintiff, Clearfield County Housing Authority:

for Unit A-2 of Plaintiff's Edgewood Apartments, situate in Lawrence Township, Clearfield County, Pennsylvania with a street address of 55 Valley View Drive, Clearfield, Pennsylvania 16830

2. To satisfy the costs against Defendant, Brenda Lewis you are directed to levy upon the personal property of Defendant, Brenda Lewis, and sell her interest therein.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

SEAL OF THE COURT:

Date: June 20, 2005

\_\_\_\_\_  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20153  
NO: 05-534-CD

PLAINTIFF: CLEARFIELD COUNTY HOUSING AUTHORITY

vs.

DEFENDANT: BRENDA LEWIS

Execution POSSESSION

**SHERIFF RETURN**

DATE RECEIVED WRIT: 06/20/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 07/11/2005

DATE DEED FILED

PROPERTY ADDRESS EDGEWOOD APARTMENTS, UNIT A-2, 55 VALLEY VIEW DRIVE CLEARFIELD , PA 16830

**SERVICES**

06/27/2005 @ 9:38 AM SERVED BRENDA LEWIS

SERVED BRENDA LEWIS DEFENDANT AT HER RESIDENCE EDGEWOOD APARTMENTS, UNIT A-2, 55 VALLEY VIEW DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BREANDA LEWIS

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, JUNE 27, 2005 THE DEPUTIES EXECUTED A LOCK-OUT OF THE DEFENDANT.

@ SERVED

NOW, JULY 11, 2005 RETURN THE WRIT AS BEING SERVED.

FILED  
01:50 AM  
JUL 11 2005  
S

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20153  
NO: 05-534-CD

PLAINTIFF: CLEARFIELD COUNTY HOUSING AUTHORITY  
vs.  
DEFENDANT: BRENDA LEWIS

Execution POSSESSION

SHERIFF RETURN

---

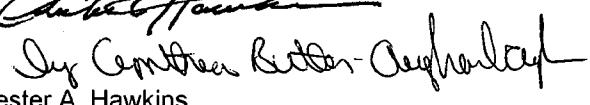
SHERIFF HAWKINS \$55.37

SURCHARGE \$10.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2005  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

CLEARFIELD COUNTY :  
HOUSING AUTHORITY, :  
Plaintiff : No. 05- 534 -CD  
vs. :  
BRENDA LEWIS, :  
Defendant :

**WRIT OF POSSESSION**

COMMONWEALTH OF PENNSYLVANIA :

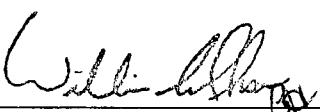
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described real estate to representatives of Plaintiff, Clearfield County Housing Authority:

for Unit A-2 of Plaintiff's Edgewood Apartments, situate in Lawrence Township, Clearfield County, Pennsylvania with a street address of 55 Valley View Drive, Clearfield, Pennsylvania 16830

2. To satisfy the costs against Defendant, Brenda Lewis you are directed to levy upon the personal property of Defendant, Brenda Lewis, and sell her interest therein.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

SEAL OF THE COURT:

Date: June 20, 2005

Received June 20, 2005 @ 2:30 P.M.  
Chester A. Hawkins  
By Cynthia Butter- Deppenbaugh

Deputy