

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I**

IN THE MATTER OF: )

**Landmark Real Estate Management, Inc.** )

**Solo Affordable Housing Solutions, LLC** )

**Solo Development 2004, LLC** )

**Minbar Properties, LLC** )

**87 Bartlett Street Associates, LLC** )

P.O. Box 891 )

Lewiston, MA 04243 )

**LA Italian Properties, LLC** )

P.O. Box 4510 )

Portland, ME 04112 )

**Travis Soule dba Fish Properties** )

19 Woodland Way )

New Gloucester, ME 04620 )

Respondents. )

Proceeding under Section 16(a) of the )

of the Toxic Substances Control Act, )

42 U.S.C. § 2615(a) )

EPA Docket Number  
TSCA-01-2009-0106

**ADMINISTRATIVE COMPLAINT  
AND  
NOTICE OF OPPORTUNITY  
FOR HEARING**

**I. STATEMENT OF AUTHORITY**

1. This Administrative Complaint and Notice of Opportunity for Hearing (“Complaint”) is issued pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), 40 C.F.R. § 745.118, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of

Practice”), 40 C.F.R. Part 22. The Complainant is the Legal Enforcement Manager, Office of Environmental Stewardship, United States Environmental Protection Agency, Region 1 (“EPA”).

## **II. NATURE OF THE ACTION**

2. Landmark Real Estate Management, Inc.; Solo Affordable Housing Solutions, LLC; Solo Development 2004, LLC; Minbar Properties, LLC; 87 Bartlett Street Associates, LLC; LA Italian Properties, LLC; and Travis Soule dba Fish Properties (collectively, “Respondents”), are hereby notified of the Legal Enforcement Manager’s determination that Respondents have violated TSCA Section 409, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Act”), 42 U.S.C. §§ 4851 *et seq.*, and the federal regulations promulgated thereunder, set forth in 40 C.F.R. Part 745, Subpart F (“Disclosure Rule”). Complainant seeks civil penalties pursuant to TSCA Section 16, 15 U.S.C. § 2615, which provides that violations of TSCA Section 409, 15 U.S.C. § 2689, are subject to the assessment by Complainant of civil and/or criminal penalties.

## **III. STATUTORY AND REGULATORY BACKGROUND**

3. In 1992, Congress passed the Act in response to findings that low-level lead poisoning is widespread among American children, that pre-1980 American housing stock contains more than three million tons of lead in the form of lead-based paint, and that the ingestion of lead from deteriorated or abraded lead-based paint is the most common cause of lead poisoning in children. Among the stated purposes of the Act is to ensure that the existence of lead-based paint hazards is taken into account in the rental of homes and apartments.

4. In 1996, EPA promulgated regulations to implement the Act. These regulations are set forth at 40 C.F.R. Part 745, Subpart F.

5. Pursuant to TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the housing stock addressed by the Act's transaction requirements is termed "target housing," and is defined as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

6. The implementing regulations set forth at 40 C.F.R. Part 745, Subpart F, require sellers and lessors of target housing to, among other things, disclose to lessees and purchasers the presence of any known lead-based paint and/or lead-based paint hazards; provide records or reports available to the lessor or seller pertaining to lead-based paint and/or lead-based paint hazards; include within the contract to lease target housing, or as an attachment thereto, a statement by the lessor or seller disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards; include within the contract to lease target housing, or as an attachment thereto, a list of any records or reports available to the lessor or seller that pertain to lead-based paint or lead-based paint hazards in the housing, or an indication that no such records or reports exist; and provide purchasers and lessees an EPA-approved lead hazard information pamphlet.

7. Pursuant to Section 1018(b)(5) of the Act, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(e), failure to comply with the Subpart F disclosure requirements is a violation of TSCA Section 409, 15 U.S.C. § 2689.

8. Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), provides that any person who violates a provision of TSCA Section 409, 15 U.S.C. § 2689, shall be liable to the United States for a civil penalty.

9. Section 1018(b)(5) of the Act and 40 C.F.R. § 745.118(f) provide that for purposes of enforcing the Disclosure Rule under the TSCA, the penalty for each violation applicable under Section 16 of TSCA shall be no more than \$11,000 for violations occurring after July 28, 1997.

#### **IV. GENERAL ALLEGATIONS**

10. Respondent Landmark Real Estate Management, Inc. was, at the time of the violations alleged in this Complaint, a domestic profit corporation organized under the laws of Maine, with a corporate address located at P.O. Box 891, Lewiston, Maine. Landmark Real Estate Management, Inc. managed real estate in Lewiston, Maine.

11. Respondent Solo Affordable Housing Solutions, LLC was, at the time of the violations alleged in this Complaint, a domestic limited liability company organized under the laws of Maine, with a corporate address located at P.O. Box 891, Lewiston, Maine. Solo Affordable Housing Solutions, LLC owned real estate in Lewiston, Maine.

12. Respondent Solo Development 2004, LLC was, at the time of the violations alleged in this Complaint, a domestic limited liability company organized under the laws of Maine, with a corporate address located at P.O. Box 891, Lewiston, Maine. Solo Development 2004, LLC owned real estate in Lewiston, Maine.

13. Respondent Minbar Properties, LLC was, at the time of the violations alleged in this Complaint, a domestic limited liability company organized under the laws of Maine, with a corporate address located at P.O. Box 891, Lewiston, Maine. Minbar Properties, LLC owned real estate in Lewiston, Maine.

14. Respondent 87 Bartlett Street Associates, LLC was, at the time of the violations alleged in this Complaint, a domestic limited liability company organized under the laws of

Maine, with a corporate address located at P.O. Box 891, Lewiston, Maine. 87 Bartlett Street Associates, LLC owned real estate in Lewiston, Maine.

15. Respondent LA Italian Properties, LLC was, at the time of the violations alleged in this Complaint, a domestic limited liability company organized under the laws of Maine, with a corporate address located at P.O. Box 4510, Portland, Maine. LA Italian Properties, LLC owned real estate in Lewiston, Maine.

16. Respondent Travis Soule dba Fish Properties was, at the time of the violations alleged in this Complaint, a domestic company organized under the laws of Maine, with a corporate address located at P.O. Box 891, Lewiston, Maine. Travis Soule dba Fish Properties owned real estate in Lewiston, Maine.

17. Based on information and belief, Travis Soule was, at the time of the violations alleged in this Complaint, an officer of Landmark Real Estate Management, Inc.; Solo Affordable Housing Solutions, LLC; Solo Development 2004, LLC; Minbar Properties, LLC; 87 Bartlett Street Associates, LLC; LA Italian Properties, LLC; and Travis Soule dba Fish Properties.

18. At all times relevant to this Complaint, Solo Affordable Housing Solutions, LLC; Solo Development 2004, LLC; Minbar Properties, LLC; 87 Bartlett Street Associates, LLC; LA Italian Properties, LLC; and Travis Soule dba Fish Properties owned and offered for lease approximately 100 low-income housing units on about eighteen properties in Lewiston, Maine.

19. At all times relevant to this Complaint, Landmark Real Estate Management, Inc. managed and offered for lease the properties owned by Solo Affordable Housing Solutions,

LLC; Solo Development 2004, LLC; Minbar Properties, LLC; 87 Bartlett Street Associates, LLC; LA Italian Properties, LLC; and Travis Soule dba Fish Properties in Lewiston, Maine.

20. At all times relevant to this Complaint, Solo Affordable Housing Solutions, LLC; Solo Development 2004, LLC; Minbar Properties, LLC; 87 Bartlett Street Associates, LLC; LA Italian Properties, LLC; and Travis Soule dba Fish Properties were “owners” and “lessors,” as defined in 40 C.F.R. § 745.103.

21. At all times relevant to this Complaint, Landmark Real Estate Management, Inc. was a “lessor,” as defined in 40 C.F.R. § 745.103.

22. On July 30, 2008, authorized representatives of EPA conducted an inspection at the offices of Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC, located at 134 Main Street, Lewiston, Maine (“Inspection”), to determine the companies’ compliance with the Disclosure Rule. EPA conducted the Inspection as a follow up to a 2004 inspection of Solo Affordable Housing Solutions, LLC, which revealed some non-compliance with the Disclosure Rule. Subsequent to the Inspection, EPA representatives reviewed leases, lead-based paint disclosure forms, and other documents pertaining to lead-based paint provided by Respondents for the following apartments that were owned and/or managed and offered for lease by the listed Respondents.

a. Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC:

- i. 118 Bartlett Street #2, Lewiston, Maine;
- ii. 118 Bartlett Street #3, Lewiston, Maine;
- iii. 114 Bartlett Street #3, Lewiston, Maine;
- iv. 184 Bartlett Street #2F, Lewiston, Maine;
- v. 275 Bates Street #3F, Lewiston, Maine;
- vi. 130 Blake Street #2R, Lewiston, Maine;
- vii. 32 Horton Street #1F, Lewiston, Maine;
- viii. 50 Knox Street #7 (3r), Lewiston, Maine;

- ix. 54 Knox Street #2R, Lewiston, Maine;
- x. 56 Knox Street #1R, Lewiston, Maine;
- xi. 142.5 Oxford Street #6, Lewiston, Maine;
- xii. 120 Bartlett Street #3, Lewiston, Maine;
- xiii. 51 Whitney Street #2, Lewiston, Maine.

b. Landmark Real Estate Management, Inc. and Solo Development 2004, LLC:

- i. 196 Park Street #1F, Lewiston, Maine;
- ii. 196 Park Street #3F, Lewiston, Maine.

c. Landmark Real Estate Management, Inc. and Minbar Properties, LLC:

- i. 153 Bartlett Street #3, Lewiston, Maine;
- ii. 168 Bartlett Street #3R, Lewiston, Maine.

d. Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC:

87 Bartlett Street #20, Lewiston, Maine.

e. Landmark Real Estate Management, Inc. and LA Italian Properties, LLC:

98 Walnut Street #2, Lewiston, Maine.

f. Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties:

357 Sabattus Street #1F, Lewiston, Maine.

23. The apartments listed in paragraph 22 above are "target housing," as defined in 40 C.F.R. § 745.103, and do not qualify for exemptions to the provisions of the Act or the Disclosure Rule.

24. On July 21, 2006, the Maine Department of Health and Human Services issued an abatement order for the following apartment owned and/or managed and offered for lease by Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC, in response to findings of elevated blood lead levels in at least one child residing in this apartment.

118 Bartlett Street #2, Lewiston, Maine.

25. On October 31, 2007, the Maine Department of Health and Human Services issued an abatement order for the following apartment owned and/or managed and offered for lease by Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC, in response to findings of elevated blood lead levels in at least one child residing in this apartment.

54 Knox Street #2R, Lewiston, Maine.

26. On May 6, 2008, the Maine Department of Health and Human Services issued an abatement order for the following apartments owned and/or managed and offered for lease by Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC, in response to findings of elevated blood lead levels in children residing in these apartments.

- i. 118 Bartlett Street #3, Lewiston, Maine;
- ii. 120 Bartlett Street #3, Lewiston, Maine.

#### **V. VIOLATIONS**

27. EPA has identified the following violations of the Act based on a review of documents contained in Respondents' files:

**Count I – Failure to disclose to a lessee the presence of any known lead-based paint and/or lead-based paint hazards in target housing and/or failure to provide records or reports of known lead-based paint and/or lead-based paint hazards.**

28. Paragraphs 1 through 27 above are incorporated by reference as if fully set forth herein.

29. Pursuant to 40 C.F.R. § 745.107(a)(2), a lessor is required to disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased before the lessee becomes obligated under the lease contract. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-



based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

30. Pursuant to 40 C.F.R. § 745.107(a)(4), a lessor is required to provide the lessee with any records or reports available to the lessor pertaining to lead-based paint hazards in the target housing being leased. This requirement includes records or reports regarding other residential dwellings in multi-family target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole. This requirement also included records or reports regarding common areas.

31. Respondents Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC failed to disclose the presence of known lead-based paint and/or lead-based paint hazards and/or to provide records or reports of known lead-based paint and/or lead-based paint hazards to the lessee for the unit listed below. At the time this lease was executed, Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC had been provided with an abatement order issued by the Maine Department of Health and Human Services on July 21, 2006, which described lead-based paint hazards in the unit listed below.

A lease signed by Brandi West on April 13, 2007, for a one-year and eighteen day tenancy at 118 Bartlett Street # 2. The lessee had no children at the time the lease was signed.

32. The failure of Respondents Landmark Real Estate Management, Inc. and Solo Affordable Housing Solution, LLC to disclose to the lessee the presence of known lead-based paint and/or lead-based paint hazards in target housing and/or to provide records or reports of known lead-based paint and/or lead-based paint hazards with respect to one contract for the lease of target housing constitutes a violation of 40 C.F.R. § 745.107(a)(2) and/or 40 C.F.R.

§ 745.107(a)(4), and TSCA Section 409, 15 U.S.C. § 2689.

**Count II - Failure to include as an attachment to or within lease contracts, a statement by the lessors disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.**

33. Paragraphs 1 through 32 above are incorporated by reference as if fully set forth herein.

34. Pursuant to 40 C.F.R. § 745.113(b)(2), a contract to lease target housing must include as an attachment to or within the lease contract a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

35. Respondents Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC failed to include as an attachment to or within the lease contracts listed below, a statement by the lessors disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

a. A lease signed by Lorraine Willey on July 9, 2007, for a one-year and twenty-three day tenancy at 114 Bartlett Street # 3. The lessee had no children at the time the lease was signed.

b. A lease signed by Maryan Ahmed on March 22, 2007, for a one-year and nine day tenancy at 118 Bartlett Street # 3. The lessee had five children at the time the lease was signed.

c. A lease signed by John Robinson on December 20, 2007, for a one-year tenancy at 184 Bartlett Street # 2F. The lessee had three children, ages 0 months, 1, and 3, at the time the lease was signed.

d. A lease signed by William Cormier on April 8, 2008, for a one-year tenancy at 275 Bates Street # 3F. The lessee had no children at the time the lease was signed.

e. A lease signed by Amanda Gauvin and Peter Follansbee on June 11, 2007, for a one-year and twenty day tenancy at 130 Blake Street # 2R. The lessees had no children at the time the lease was signed.

f. A lease signed by Kathryn Haydon and Troy Haydon on June 23, 2008, for a one-year and seven day tenancy at 32 Horton Street #1F. The lessees had one child, age 0 months, at the time the lease was signed.

g. A lease signed by Halima Mohamed on March 13, 2008, for a one-year tenancy at 50 Knox Street # 7 (3r). The lessee had no children at the time the lease was signed.

h. A lease by Fathia Jama signed on July 21, 2008, for a one-year tenancy at 56 Knox Street # 1R. The lessee had two children, ages 2 and 3, at the time the lease was signed.

i. A lease signed by Ashley Lauze on July 30, 2007, for a one-year and two day tenancy at 142.5 Oxford Street # 6. The lessee had one child, age 2 months, at the time the lease was signed.

j. A lease signed by Tina Labbe on October 17, 2007, for a one-year tenancy at 120 Bartlett Street # 3. The lessee was pregnant and had three children, ages 5, 8, and 9, at the time the lease was signed.

k. A lease signed by Sandee Lynn Burney and Charles Burney on July 3, 2008, for a one-year tenancy at 51 Whitney Street # 2. The lessees had one child, age 5 months, at the time the lease was signed.

36. Respondents Landmark Real Estate Management, Inc. and Solo Development 2004, LLC failed to include as an attachment to or within the lease contracts listed below, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

a. A lease signed by Lisa Cerrato on October 26, 2007, for a one-year and six day tenancy at 196 Park Street # 1F. The lessee had one child, age 6 months, at the time the lease was signed.

b. A lease signed by Jason Bishop on May 7, 2008, for a one-year tenancy at 196 Park Street # 3F. The lessee had no children at the time the lease was signed.

37. Respondents Landmark Real Estate Management, Inc. and Minbar Properties, LLC failed to include as an attachment to or within the lease contracts listed below, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

a. A lease signed by Joni Werger on February 20, 2008, for a one-year and ten day tenancy at 153 Bartlett Street # 3. The lessee had three children, ages 3, 4, and 8, at the time the lease was signed.

b. A lease signed by Benjamin Farrar on December 20, 2007, for a one-year and fourteen day tenancy at 168 Bartlett Street # 3R. The lessee had no children at the time the lease was signed.

38. Respondents Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC failed to include as an attachment to or within the lease contract listed below, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

A lease signed by Sarah Levine and Elizabeth Barter on August 18, 2007, for a one-year tenancy at 87 Bartlett Street # 20. The lessees had one child, age 2, at the time the lease was signed.

39. Respondents Landmark Real Estate Management, Inc. and LA Italian Properties, LLC failed to include as an attachment to or within the lease contract listed below, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

A lease signed by Debra Caron on January 25, 2007, for a one-year tenancy at 98 Walnut Street # 2. The lessee had one child, age 2 months, at the time the lease was signed.

40. Respondents Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties failed to include as an attachment to or within the lease contract listed below, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

A lease signed by Vicki Tarr and Brian Tarr on January 18, 2008, for a one-year and fourteen day tenancy at 357 Sabattus Street # 1F. The lessees had one child, age fourteen, at the time the lease was signed.

41. The failure of Respondents Landmark Real Estate Management, Inc.; Solo Affordable Housing Solutions, LLC; Solo Development 2004, LLC; Minbar Properties, LLC; 87 Bartlett Street Associates, LLC; LA Italian Properties, LLC; and Travis Soule dba Fish Properties to include, as an attachment to or within the lease contracts listed in paragraphs 35 through 40 above, a statement by the lessors disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, constitutes eighteen violations of 40 C.F.R. § 745.113(b)(2) and TSCA Section 409, 15 U.S.C. § 2689.

**Count III - Failure to include as an attachment to or within lease contracts, a list of any records or reports available to the lessors that pertain to lead-based paint and/or lead-based paint hazards, or failure to indicate that no such records or reports exist.**

42. Paragraphs 1 through 41 above are incorporated by reference as if fully set forth herein.

43. Pursuant to 40 C.F.R. § 745.113(b)(3), a contract to lease target housing must include as an attachment or within the contract to lease target housing a list of any records or

reports available to the lessors that pertain to lead-based paint and/or lead-based paint hazards in the housing, or indicate that no such records or reports exist.

44. Respondents Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC failed to include as an attachment to or within the lease contracts listed below, a list of any records or reports available to the lessors that pertain to lead-based paint and/or lead-based paint hazards in the housing, or indicate that no such records or reports exist.

a. A lease signed by Lorraine Willey on July 9, 2007, for a one-year and twenty-three day tenancy at 114 Bartlett Street # 3. The lessee had no children at the time the lease was signed.

b. A lease signed by Maryan Ahmed on March 22, 2007, for a one-year and nine day tenancy at 118 Bartlett Street # 3. The lessee had five children at the time the lease was signed.

c. A lease signed by John Robinson on December 20, 2007, for a one-year tenancy at 184 Bartlett Street # 2F. The lessee had three children, ages 0 months, 1, and 3, at the time the lease was signed.

d. A lease signed by William Cormier on April 8, 2008, for a one-year tenancy at 275 Bates Street # 3F. The lessee had no children at the time the lease was signed.

e. A lease signed by Amanda Gauvin and Peter Follansbee on June 11, 2007, for a one-year and twenty day tenancy at 130 Blake Street # 2R. The lessees had no children at the time the lease was signed.

f. A lease signed by Kathryn Haydon and Troy Haydon on June 23, 2008, for a one-year and seven day tenancy at 32 Horton Street #1F. The lessees had one child, age 0 months, at the time the lease was signed.

g. A lease signed by Halima Mohamed on March 13, 2008, for a one-year tenancy at 50 Knox Street # 7 (3r). The lessee had no children at the time the lease was signed.

h. A lease signed by Fathia Jama on July 21, 2008, for a one-year tenancy at 56 Knox Street # 1R. The lessee had two children, ages 2 and 3, at the time the lease was signed.

i. A lease signed by Ashley Lauze on July 30, 2007, for a one-year and two day tenancy at 142.5 Oxford Street # 6. The lessee had one child, age 2 months, at the time the lease was signed.

j. A lease signed by Tina Labbe on October 17, 2007, for a one-year tenancy at 120 Bartlett Street # 3. The lessee was pregnant and had three children, ages 5, 8, and 9, at the time the lease was signed.

k. A lease signed by Sandee Lynn Burney and Charles Burney on July 3, 2008, for a one-year tenancy at 51 Whitney Street # 2. The lessees had one child, age 5 months, at the time the lease was signed.

45. Respondents Landmark Real Estate Management, Inc. and Solo Development 2004, LLC failed to include as an attachment to or within the lease contracts listed below, a list of any records or reports available to the lessors that pertain to lead-based paint and/or lead-based paint hazards in the housing, or indicate that no such records or reports exist.

a. A lease signed by Lisa Cerrato on October 26, 2007, for a one-year and six day tenancy at 196 Park Street # 1F. The lessee had one child, age 6 months, at the time the lease was signed.

b. A lease signed by Jason Bishop on May 7, 2008, for a one-year tenancy at 196 Park Street # 3F. The lessee had no children at the time the lease was signed.

46. Respondents Landmark Real Estate Management, Inc. and Minbar Properties, LLC failed to include as an attachment to or within the lease contracts listed below, a list of any records or reports available to the lessors that pertain to lead-based paint and/or lead-based paint hazards in the housing, or indicate that no such records or reports exist.

a. A lease signed by Joni Werger on February 20, 2008, for a one-year and ten day tenancy at 153 Bartlett Street # 3. The lessee had three children, ages 3, 4, and 8, at the time the lease was signed.

b. A lease signed by Benjamin Farrar on December 20, 2007, for a one-year and fourteen day tenancy at 168 Bartlett Street # 3R. The lessee had no children at the time the lease was signed.

47. Respondents Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC failed to include as an attachment to or within the lease contract listed below, a

list of any records or reports available to the lessors that pertain to lead-based paint and/or lead-based paint hazards in the housing, or indicate that no such records or reports exist.

A lease signed by Sarah Levine and Elizabeth Barter on August 18, 2007, for a one-year tenancy at 87 Bartlett Street # 20. The lessees had one child, age 2, at the time the lease was signed.

48. Respondents Landmark Real Estate Management, Inc. and LA Italian Properties, LLC failed to include as an attachment to or within the lease contract listed below, a list of any records or reports available to the lessors that pertain to lead-based paint and/or lead-based paint hazards in the housing, or indicate that no such records or reports exist.

A lease signed by Debra Caron on January 25, 2007, for a one-year tenancy at 98 Walnut Street # 2. The lessee had one child, age 2 months, at the time the lease was signed.

49. Respondents Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties failed to include as an attachment to or within the lease contract listed below, a list of any records or reports available to the lessors that pertain to lead-based paint and/or lead-based paint hazards in the housing, or indicate that no such records or reports exist.

A lease signed by Vicki Tarr and Brian Tarr on January 18, 2008, for a one-year and fourteen day tenancy at 357 Sabattus Street # 1F. The lessees had one child, age fourteen, at the time the lease was signed.

50. The failure of Respondents Landmark Real Estate Management, Inc.; Solo Affordable Housing Solutions, LLC; Solo Development 2004, LLC; Minbar Properties, LLC; 87 Bartlett Street Associates, LLC; LA Italian Properties, LLC; and Travis Soule dba Fish Properties to include, as an attachment to or within the lease contracts listed in paragraphs 44 through 49 above, a list of any records or reports available to the lessors that pertain to lead-based paint and/or lead-based paint hazards in the housing, or indicate that no such records or



reports exist, constitutes eighteen violations of 40 C.F.R. § 745.113(b)(3) and TSCA Section 409, 15 U.S.C. § 2689.

**Count IV – Failure to provide lessees with an EPA-approved lead hazard information pamphlet.**

51. Paragraphs 1 through 50 above are incorporated by reference as if fully set forth herein.

52. Pursuant to 40 C.F.R. § 745.107(a)(1), lessors must provide lessees with an EPA-approved lead hazard information pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-001), or an equivalent pamphlet that has been approved for use by EPA, before the lessees are obligated under any contract to lease target housing.

53. Respondents Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC failed to provide an EPA-approved lead hazard information pamphlet to the lessees of target housing who entered into the lease contracts listed below before those lessees became obligated under the contracts.

a. A lease signed by Lorraine Willey on July 9, 2007, for a one-year and twenty-three day tenancy at 114 Bartlett Street # 3. The lessee had no children at the time the lease was signed.

b. A lease signed by Maryan Ahmed on March 22, 2007, for a one-year and nine day tenancy at 118 Bartlett Street # 3. The lessee had five children at the time the lease was signed.

c. A lease signed by John Robinson on December 20, 2007, for a one-year tenancy at 184 Bartlett Street # 2F. The lessee had three children, ages 0 months, 1, and 3, at the time the lease was signed.

d. A lease signed by Amanda Gauvin and Peter Follansbee on June 11, 2007, for a one-year and twenty day tenancy at 130 Blake Street # 2R. The lessees had no children at the time the lease was signed.

e. A lease signed by Kathryn Haydon and Troy Haydon on June 23, 2008, for a one-year and seven day tenancy at 32 Horton Street #1F. The lessees had one child, age 0 months, at the time the lease was signed.

f. A lease signed by Halima Mohamed on March 13, 2008, for a one-year tenancy at 50 Knox Street # 7 (3r). The lessee had no children at the time the lease was signed.

g. A lease signed by Abdikadir Warsame and Eaduma Mahamed on June 27, 2007, for a one year and ten day tenancy at 54 Knox Street # 2R. The lessees had six children at the time the lease was signed.

h. A lease signed by Fathia Jama on July 21, 2008, for a one-year tenancy at 56 Knox Street # 1R. The lessee had two children, ages 2 and 3, at the time the lease was signed.

i. A lease signed by Ashley Lauze on July 30, 2007, for a one-year and two day tenancy at 142.5 Oxford Street # 6. The lessee had one child, age 2 months, at the time the lease was signed.

54. Respondents Landmark Real Estate Management, Inc. and Solo Development 2004, LLC failed to provide an EPA-approved lead hazard information pamphlet to the lessee of target housing who entered into the lease contract listed below before the lessee became obligated under the contract.

A lease signed by Lisa Cerrato on May 7, 2008, for a one-year tenancy at 196 Park Street # 3F. The lessee had no children at the time the lease was signed.

55. Respondents Landmark Real Estate Management, Inc. and Minbar Properties, LLC failed to provide an EPA-approved lead hazard information pamphlet to the lessees of target housing who entered into the lease contracts listed below before those lessees became obligated under the contracts.

a. A lease signed by Joni Werger on February 20, 2008, for a one-year and ten day tenancy at 153 Bartlett Street # 3. The lessee had three children, ages 3, 4, and 8, at the time the lease was signed.

b. A lease signed by Benjamin Farrar on December 20, 2007, for a one-year and fourteen day tenancy at 168 Bartlett Street # 3R. The lessee had no children at the time the lease was signed.

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56. Respondents Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC failed to provide an EPA-approved lead hazard information pamphlet to the lessee of target housing who entered into the lease contract listed below before the lessee became obligated under the contract.

A lease signed by Sarah Levine and Elizabeth Barter on August 18, 2007, for a one-year tenancy at 87 Bartlett Street # 20. The lessees had one child, age 2, at the time the lease was signed.

57. Respondents Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties failed to provide an EPA-approved lead hazard information pamphlet to the lessee of target housing who entered into the lease contract listed below before the lessee became obligated under the contract.

A lease signed by Vicki Tarr and Brian Tarr on January 18, 2008, for a one-year and fourteen day tenancy at 357 Sabattus Street # 1F. The lessees had one child, age fourteen, at the time the lease was signed.

58. The failure of Respondents Landmark Real Estate Management, Inc.; Solo Affordable Housing Solutions, LLC; Solo Development 2004, LLC; Minbar Properties, LLC; 87 Bartlett Street Associates, LLC; and Travis Soule dba Fish Properties to provide an EPA-approved lead hazard information pamphlet to the lessees before the lessees became obligated to lease target housing, as described in paragraphs 50 through 54 above, constitutes fourteen violations of 40 C.F.R. § 745.107(a)(1) and TSCA Section 409, 15 U.S.C. § 2689.

## **VI. PROPOSED PENALTY**

59. Section 1018(b)(5) of the Act, 42 U.S.C. § 4825d(b)(5), and 40 C.F.R.

§ 745.118(f) provide that for purposes of enforcing the Disclosure Rule under TSCA, the penalty for each violation under Section 16 shall be no more than \$11,000 for violations occurring after July 28, 1997.

60. In determining the amount of any penalty to be assessed, Section 16 of TSCA, 15 U.S.C. § 2615, requires the Complainant to consider the nature, circumstances, extent and gravity of the violation or violations and, with respect to the violators, ability to pay, the effect of the proposed penalty on the ability of the violators to continue to do business, any history of prior violations, the degree of culpability of the violators, and such other matters as justice may require. To assess a penalty for the violations alleged in the Complaint, Complainant will take into account the particular facts and circumstances of this case with specific reference to EPA's December 1999 Section 1018 Disclosure Rule Enforcement Response Policy ("ERP"), a copy of which is enclosed with this Complaint. This policy provides a rational, consistent, and equitable calculation methodology for applying the statutory penalty factors enumerated above to particular cases.

61. By this Complaint, Complainant seeks to assess Respondents civil penalties of up to \$11,000 per violation for:

- a. One violation of 40 C.F.R. § 745.107(a)(2) and/or §745.107(a)(4), for failure to disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards in target housing and/or failure to provide to the lessee records or reports pertaining to lead-based paint and/or lead-based paint hazards.  
A lessor's failure to disclose the presence of any known lead-based paint and/or lead-based paint hazards and/or to provide any available records or reports of

lead-based paint and/or lead-based paint hazards is a serious violation of the Disclosure Rule. The failure to disclose known lead-based paint and/or lead-based paint hazards and/or to provide any records or reports pertaining to those hazards has a high probability of impairing a lessee's ability to properly assess and weigh the potential health risks associated with leasing target housing, greatly increasing the likelihood of exposure to lead-based paint. It also undermines the intent of Disclosure Rule, which is to disclose to potential lessees any and all information regarding lead-based paint and/or lead-based paint hazards that may be present in the target housing the lessees are considering renting. A breakdown of this violation by Respondent is as follows:

i. Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC.....1 violation

b. Eighteen violations of 40 C.F.R. § 745.113(b)(2), for failure to include as an attachment to or within the lease contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. A lessor's failure to include a statement disclosing knowledge of lead-based paint and/or lead-based paint hazards, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, has a significant probability of impairing a lessee's ability to properly assess the risks associated with leasing target housing. The intent of this provision is to put potential lessees on notice of any information available relating to the presence of lead in housing. Violations

of this provision deprive lessees of their ability to make decisions based upon risk.

Without such a statement, a lessee may unwittingly lease a unit that is known to

or that could contain lead-based paint. A breakdown of these violations by

Respondent is as follows:

- i. Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC.....11 violations
- ii. Landmark Real Estate Management, Inc. and Solo Development 2004, LLC.....2 violations
- iii. Landmark Real Estate Management, Inc. and Minbar Properties, LLC.....2 violations
- iv. Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC.....1 violation
- v. Landmark Real Estate Management, Inc. and LA Italian Properties, LLC.....1 violation
- vi. Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties.....1 violation

- c. Eighteen violations of 40 C.F.R. § 745.113(b)(3), for failure to include as an attachment or within the contract to lease target housing, a list of records or reports available to the lessors that pertain to lead-based paint or lead-based paint hazards, or failure to indicate that no such records or reports exist. A lessor's failure to provide a potential lessee with a list of records or reports that pertain to lead-based paint or lead-based paint hazards, or failure to indicate that no such records or reports exist, has a low impact on the lessee's ability to properly assess information regarding the risks associated with exposure to lead-based paint and/or lead-based paint hazards in target housing. The purpose of this regulation is to ensure that potential lessees are aware of the existence of all records or reports available to the lessors pertaining to lead-based paint or lead-based paint

hazards in target housing. A breakdown of these violations by Respondent is as follows:

- i. Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC.....11 violations
- ii. Landmark Real Estate Management, Inc. and Solo Development 2004, LLC.....2 violations
- iii. Landmark Real Estate Management, Inc. and Minbar Properties, LLC.....2 violations
- iv. Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC.....1 violation
- v. Landmark Real Estate Management, Inc. and LA Italian Properties, LLC.....1 violation
- vi. Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties.....1 violation

d. Fourteen violations of 40 C.F.R. § 745.107(a)(1), for failure to provide lessees with an EPA-approved lead hazard information pamphlet. A lessor's failure to provide potential lessees with an EPA-approved lead hazard information pamphlet has a high probability of impairing a lessee's ability to properly assess information regarding the risks associated with exposure to lead-based paint and to weigh this information with regard to leasing target housing. A breakdown of these violations by Respondent is as follows:

- i. Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC.....9 violations
- ii. Landmark Real Estate Management, Inc. and Solo Development 2004, LLC.....1 violation
- iii. Landmark Real Estate Management, Inc. and Minbar Properties, LLC.....2 violations
- iv. Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC.....1 violation
- v. Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties.....1 violation

62. Complainant will calculate a proposed penalty based, in part, on its current knowledge of Respondents' financial conditions. Respondents shall pay the civil penalty with a bank, cashier's, or certified check, payable to the Treasurer, United States of America. Respondents should note on this check the docket number for this Complaint (EPA Docket No. TSCA-01-2009-0106). The check shall be forwarded to:

U.S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

In addition, at the time of payment, notice of payment of the civil penalty and copies of the check should be forwarded to:

Ms. Judy Lao-Ruiz  
Acting Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 1  
One Congress Street, Suite 1100 (RAA)  
Boston, Massachusetts 02114-2023

and

Amanda J. Helwig  
Enforcement Counsel  
U.S. Environmental Protection Agency, Region 1  
One Congress Street, Suite 1100 (SEL)  
Boston, Massachusetts 02114-2023

## **VII. OPPORTUNITY TO REQUEST A HEARING AND FILE ANSWER**

63. In accordance with 40 C.F.R. § 22.14, Respondents have a right to request a hearing on the issues raised in this Complaint. Any such hearing would be conducted in accordance with the Consolidated Rules of Practice. **A request for a hearing must be incorporated in a**



**written answer. The original and one copy of the answer must be filed with the Regional Hearing Clerk at the above address within thirty (30) days of receipt of this Complaint.** In its answer, Respondents may contest any material fact contained in the Complaint. The answer shall directly admit, deny, or explain each of the factual allegations contained in the Complaint and shall state: (1) the circumstances or arguments alleged to constitute the grounds of defense; (2) the facts Respondents intend to place at issue; and, (3) whether a hearing is requested. Where Respondents have no knowledge as to a particular factual allegation and so state, the allegation is deemed denied. Any failure by Respondents to admit, deny, or explain any material fact contained in the Complaint constitutes an admission of that allegation.

#### **VIII. DEFAULT ORDER**

64. If Respondents fail to file a timely answer to the Complaint, Respondents may be found to be in default pursuant to 40 C.F.R. § 22.17. For purposes of this action only, default by Respondents constitutes an admission of all facts alleged in the Complaint and a waiver of Respondents' right to contest such factual allegations under Section 16(2)(A) of TSCA, 15 U.S.C. § 2615(2)(A). The penalty assessed in this Complaint shall become due and payable by Respondents without further proceedings thirty (30) days after the default order becomes final pursuant to 40 C.F.R. § 22.27(c).

#### **IX. SETTLEMENT CONFERENCE**

Whether or not a hearing is requested upon filing an answer, Respondents may confer informally with the EPA concerning the alleged violations. Such conference provides Respondents with an opportunity to provide whatever additional information may be relevant to the disposition of this matter. Any settlement shall be made final by the issuance of a written

Consent Agreement and Final Order by the Regional Judicial Officer, U.S. EPA Region I. The issuance of such a Consent Agreement shall constitute a waiver of Respondents' right to a hearing on any issues of law, fact, or discretion included in the Agreement.

Please note that a request for an informal settlement conference does not extend the thirty-day period within which a written answer must be submitted in order to avoid default. To explore the possibility of settlement in this matter, Respondents should contact Amanda J. Helwig, Enforcement Counsel, Office of Environmental Stewardship, U.S. EPA Region I, who is hereby designated to receive service for Complainant at the above address, at (617) 918-1180.

9/25/09  
Date

  
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Joel Blumstein, Legal Enforcement Manager  
Office of Environmental Stewardship  
U.S. EPA, Region 1