



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I  
FIVE POST OFFICE SQUARE – SUITE 100  
BOSTON, MASSACHUSETTS 02109-3912

**HAND DELIVERED**

April 9, 2010

Wanda Santiago  
Regional Hearing Clerk  
U.S. EPA, Region 1  
Five Post Office Square, Suite 100  
Mail Code: ORA18-1  
Boston, Massachusetts 02109

Re: Motion for Default Order, Memorandum in Support of Default Order, Proposed Default Order

Docket No. TSCA- 01-2009-0106: 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; LA Italian Properties, LLC; Travis Soule dba Fish Properties

Dear Ms. Santiago,

Enclosed for filing in the above-referenced matter, please find the original and one copy of the Motion for Default Order, Memorandum in Support of Default Order, and Proposed Default Order, as well as the Certificate of Service. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Amanda J. Helwig".

Amanda J. Helwig  
Enforcement Counsel  
U.S. Environmental Protection Agency, Region 1

cc: 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; Travis Soule dba Fish Properties

Enclosures

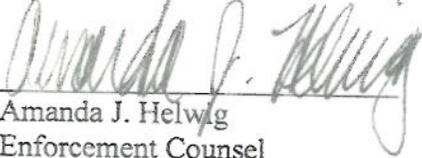




promulgated thereunder, set forth in 40 C.F.R. Part 745, Subpart F; and (3) Respondents must pay a civil penalty of \$227,700. In support of its motion, the Region submits the attached Memorandum in Support of Default Order, as well as a Proposed Default Order.

Respectfully submitted,

Date: 4.9.10

  
Amanda J. Helwig  
Enforcement Counsel  
U.S. EPA, Region 1

**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. )

EPA Docket Number  
TSCA-01-2009-0106

**MEMORANDUM IN SUPPORT OF DEFAULT ORDER**

The Complainant, the United States Environmental Protection Agency, Region 1 ("the Region"), moves for the issuance of an order under 40 C.F.R. § 22.17, finding that (1) 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") defaulted in this matter; (2) Respondents violated Section 409 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2689; the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Lead Hazard Reduction 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 (“Lead Disclosure Rule”); and (3) Respondents must pay a civil penalty of \$227,700.

**I. Respondents Defaulted in this Matter**

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, provide that parties may be found in default after motion, upon failure to file a timely answer to the complaint. 40 C.F.R. § 22.17.

The Region filed an Administrative Complaint and Notice of Opportunity for Hearing (“Complaint”) in this action on September 25, 2009, attached hereto as Attachment 1. In the Complaint, EPA alleged that (1) Respondents violated federally enforceable provisions of Section 409 of TSCA, the Lead Hazard Reduction Act, and the Lead Disclosure Rule; and (2) Respondents were subject to penalties under Section 16 of TSCA, 15 U.S.C. § 2689. The Region mailed the Complaint to Respondents via certified mail. The U.S. Post Office served the Complaint on LA Italian Properties, LLC on September 30, 2009. The Post Office served the Complaint on Landmark Real Estate Management, Inc.; Solo Affordable Housing Solutions, LLC; Solo Development 2004, LLC; Minbar Properties, LLC; 87 Bartlett Street Associates; and Travis Soule dba Fish Properties on October 1, 2009. Accordingly, service was completed to all Respondents by October 1, 2009. *See* 40 C.F.R. § 22.7(c).

Respondents failed to file an answer within the requisite 30-day time period and have not filed an answer with the Region at the time of this filing by the Region of its

Motion for Default Order. *See* 40 C.F.R. § 22.15(a). Since Respondents failed to file a timely answer to the Complaint, the Regional Judicial Officer may reasonably find Respondents in default. If the Regional Judicial Officer finds Respondents in default, such finding constitutes an admission of all facts alleged in the Complaint and a waiver of any rights to contest the factual allegations of the Complaint by Respondents. 40 C.F.R. § 22.17(a).

## **II. Respondents Violated TSCA, the Lead Hazard Reduction Act, and the Lead Disclosure Rule**

The following legal and factual bases, as required by 40 C.F.R. § 22.17(b), support a finding that the Complaint established a prima facie case that Respondents violated Section 409 of TSCA, the Lead Hazard Reduction Act, and the Lead Disclosure Rule.

### *Statutory and Regulatory Framework*

In 1992, Congress passed the Lead Hazard Reduction 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 Lead Hazard Reduction Act is to ensure that the existence of lead-based paint hazards is accounted for in the rental of homes and apartments. In 1996, EPA promulgated regulations to implement the Lead Hazard Reduction Act. These regulations, the Lead Disclosure Rule, are set forth at 40 C.F.R. Part 745, Subpart F.

Pursuant to Section 401(17) of TSCA, 15 U.S.C. § 2681(17), and 40 C.F.R.

§ 745.103, the Lead Hazard Reduction Act's transaction requirements address housing stock, termed "target housing," which 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 zero bedroom dwelling.

The Lead Disclosure Rule requires 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.

Pursuant to Section 1018(b)(5) of the Lead Reduction Act, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(e), failure to comply with the Lead Disclosure Rule constitutes a violation of Section 409 of TSCA, 15 U.S.C. § 2689. 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.

*Factual Allegations*

At all times relevant to the violations alleged in the 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 at about eighteen properties in Lewiston, Maine. *Complaint* at paragraph 18. These Respondents are “owners” and “lessors,” as defined in 40 C.F.R. § 745.103. *Id.* at paragraph 20. At all times relevant to the violations alleged in the Complaint, Landmark Real Estate Management, Inc. managed and offered for lease the properties owned by the aforementioned Respondents. *Id.* at paragraph 19. This Respondent is a “lessor,” as defined in 40 C.F.R. § 745.103. *Id.* at paragraph 21. The housing units owned and/or managed and offered for lease by Respondents, constructed prior to 1978, constitute “target housing,” as defined in 40 C.F.R. § 745.103, and do not qualify for exemptions to the provisions of the Lead Hazard Reduction Act or the Lead Disclosure Rule. *Id.* at paragraphs 22-23.

On July 21, 2006, October 31, 2007, and May 6, 2008, the Maine Department of Health and Human Services issued abatement orders on four 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 at least one child residing in each of these apartments. *Id.* at paragraphs 24-26.

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.

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.

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 includes records or reports regarding common areas.

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 of one housing unit.<sup>1</sup> *Complaint* at paragraph 31. At the time Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC executed this lease, these Respondents had received an

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<sup>1</sup> The lessee of this housing unit did not have any children under the age of eighteen at the time the lease was signed. *Complaint* at paragraph 31.

abatement order issued by the Maine Department of Health and Human Services on July 21, 2006, which described lead-based paint hazards in the aforementioned housing unit.

*Id.*

The Regional Judicial Officer may reasonably conclude that 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 Section 409 of TSCA, 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.

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.

Respondents failed 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 in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. *Complaint* at paragraphs 35-40. Specifically, the failure to comply with these regulatory requirements occurred by (1) Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions,

LLC for eleven lease contracts;<sup>2</sup> (2) Landmark Real Estate Management, Inc. and Solo Development 2004, LLC for two lease contracts;<sup>3</sup> (3) Landmark Real Estate Management, Inc. and Minbar Properties, LLC for two lease contracts;<sup>4</sup> (4) Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC for one lease contract;<sup>5</sup> (5) Landmark Real Estate Management, Inc. and LA Italian Properties, LLC for one lease contract;<sup>6</sup> and (6) Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties for one lease contract.<sup>7</sup> *Id.* at paragraphs 35-40.

The Regional Judicial Officer may reasonably conclude that the failure of Respondents to include, as an attachment to or within the aforementioned lease contracts, 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 Section 409 of TSCA, 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.

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

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<sup>2</sup> Seven of the lessees under these contracts had one to five children, ranging in age from infants to nine years old, at the time the leases were signed. *Complaint* at paragraph 35.

<sup>3</sup> One of the lessees under these contracts had a six month old child at the time the lease was signed. *Id.* at paragraph 36.

<sup>4</sup> One of the lessees under these contracts had three children, ranging in age from three to eight years old, at the time the lease was signed. *Id.* at paragraph 37.

<sup>5</sup> The lessee under this contract had a two-year old child at the time the lease was signed. *Id.* at paragraph 38.

<sup>6</sup> The lessee under this contract had a two-month old child at the time the lease was signed. *Id.* at paragraph 39.

<sup>7</sup> The lessee under this contract had a fourteen-year old child at the time the lease was signed. *Id.* at paragraph 40.

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.

Respondents failed 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 in the housing, or indicate that no such records or reports exist. *Complaint* at paragraphs 44-49. Specifically, the failure to comply with these regulatory requirements occurred by (1) Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC for eleven lease contracts;<sup>8</sup> (2) Landmark Real Estate Management, Inc. and Solo Development 2004, LLC for two lease contracts;<sup>9</sup> (3) Landmark Real Estate Management, Inc. and Minbar Properties, LLC for two lease contracts;<sup>10</sup> (4) Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC for one lease contract;<sup>11</sup> (5) Landmark Real Estate Management, Inc. and LA Italian Properties, LLC for one lease contract;<sup>12</sup> and (6) Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties for one lease contract.<sup>13</sup> *Id.* at paragraphs 44-49.

The Regional Judicial Officer may reasonably conclude that the failure of Respondents to include, as an attachment to or within the above-mentioned lease contracts, a list of any records or reports available to the lessors that pertain to lead-based

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<sup>8</sup> Seven of the lessees under these contracts had one to five children, ranging in age from infants to nine years old, at the time the leases were signed. *Complaint* at paragraph 44.

<sup>9</sup> One of the lessees under these contracts had a six month old child at the time the lease was signed. *Id.* at paragraph 45.

<sup>10</sup> One of the lessees under these contracts had three children, ranging in age from three to eight years old, at the time the lease was signed. *Id.* at paragraph 46.

<sup>11</sup> The lessee under this contract had a two-year old child at the time the lease was signed. *Id.* at paragraph 47.

<sup>12</sup> The lessee under this contract had a two-month old child at the time the lease was signed. *Id.* at paragraph 48.

<sup>13</sup> The lessee under this contract had a fourteen-year old child at the time the lease was signed. *Id.* at paragraph 49.

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 Section 409 of TSCA, 15 U.S.C. § 2689.

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

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.

Respondents failed to provide an EPA-approved lead hazard information pamphlet to lessees of target housing who entered into lease contracts before those lessees became obligated under the contracts. *Complaint* at paragraphs 53-57. Specifically, the failure to comply with this regulatory requirement occurred by (1) Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC for nine lease contracts;<sup>14</sup> (2) Landmark Real Estate Management, Inc. and Solo Development 2004, LLC for one lease contract;<sup>15</sup> (3) Landmark Real Estate Management, Inc. and Minbar Properties, LLC for two lease contracts;<sup>16</sup> (4) Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC for one lease

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<sup>14</sup> Six of the lessees under these contracts had one to six children, with known ages ranging from infants to three years old, at the time the leases were signed. *Complaint* at paragraph 53.

<sup>15</sup> The lessee under this contract did not have any children under the age of eighteen at the time the lease was signed. *Id.* at paragraph 54.

<sup>16</sup> One of the lessees under these contracts had three children, ranging in age from three to eight years old, at the time the lease was signed. *Id.* at paragraph 55.

contract;<sup>17</sup> and (5) Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties for one lease contract.<sup>18</sup> *Id.* at paragraphs 53-57.

The Regional Judicial Officer may reasonably conclude that 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 aforementioned lessees before the lessees became obligated to lease target housing constitutes fourteen violations of 40 C.F.R. § 745.107(a)(1) and Section 409 of TSCA, 15 U.S.C. § 2689.

In summary, the factual allegations set forth in the Complaint, deemed admitted through Respondents' default, establish a prima facie case that Respondents violated TSCA, the Lead Hazard Reduction Act, and the Lead Disclosure Rule.

### **III. The Regional Judicial Officer Should Assess a Penalty of \$227,700 Against Respondents**

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 took into account the particular facts and circumstances of this case with specific reference to EPA's 2007 Section 1018 Disclosure Rule Enforcement

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<sup>17</sup> The lessee under this contract had a two-year old child at the time the lease was signed. *Id.* at paragraph 56.

<sup>18</sup> The lessee under this contract had a fourteen-year old child at the time the lease was signed. *Id.* at paragraph 57.

Response and Penalty Policy (“ERPP”), attached hereto as Attachment 2. The ERPP considers the risk factors for exposure to lead-based paint and lead-based paint hazards.

Section 1018(b)(5) of the Lead Hazard Reduction Act and 40 C.F.R. § 745.118(f), as amended by the Debt Collection and Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321 (1996) and EPA’s Civil Monetary Penalty Inflation Adjustment Rule, promulgated thereunder at 40 C.F.R. Part 19, provide that for purposes of enforcing the Lead 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 that occurred after July 28, 1997 and before January 12, 2009. Accordingly, the Regional Judicial Officer may reasonably assess Respondents the civil penalties detailed below.

A. Count I: 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 to the lessee any available records or reports of lead-based paint and/or lead-based paint hazards, as required by 40 C.F.R.

§ 745.107(a)(2) and/or § 745.107(a)(4), results in 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. Pursuant to the ERP, a violation of 40 C.F.R. § 745.107(a)(2) and/or § 745.107(a)(4) constitutes a Level 1 violation. *ERPP* at Appendix B-1.

Respondents Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC failed to comply with the requirements of 40 C.F.R.

§ 745.107(a)(2) and/or § 745.107(a)(4) for one lease contract. For housing units occupied by a lessee without any children under eighteen years of age, the extent of harm for this violation under the ERP is minor, with a penalty amount of \$2,580. *Id.* at Appendix B-4. Accordingly, pursuant to Appendix B-4 of the ERPP, the appropriate penalty assessment for this violation is as follows:

i. Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC (1 violation).....\$2,580.

B. Count II: 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, as an attachment to or within a lease contract, 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, as required by 40 C.F.R. § 745.113(b)(2), results in a significant probability of impairing a lessee's ability to properly assess the risks associated with leasing target housing. Pursuant to the ERPP, a violation of 40 C.F.R. § 745.113(b)(2) constitutes a Level 3 violation. *ERPP* at Appendix B-1.

Respondent failed to comply with the requirements of 40 C.F.R. § 745.113(b)(2) as follows: (1) Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC for eleven lease contracts; (2) Landmark Real Estate Management, Inc. and Solo Development 2004, LLC for two lease contracts; (3) Landmark Real Estate Management, Inc. and Minbar Properties, LLC for two lease contracts; (4) Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC for one lease contract; (5) Landmark Real Estate Management, Inc. and LA Italian Properties, LLC for

one lease contract; and (6) Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties for one lease contract.

For the housing units occupied by a pregnant woman and/or a child under six years of age, or where the age of the occupant is unknown, the extent of harm for these violations under the ERPP is “major,” with a penalty amount of \$7,740. For housing units occupied by a child between six years of age and eighteen years of age, the extent of harm for these violations under the ERPP is “significant,” with a penalty amount of \$5,160. For housing units occupied by a lessee without any children under eighteen years of age, the extent of harm for these violations under the ERPP is minor, with a penalty amount of \$770. *Id.* at Appendix B-4. Accordingly, pursuant to Appendix B-4 of the ERPP, the appropriate penalty assessments for these violations are as follows:

i. Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC (11 violations).....	\$54,680
ii. Landmark Real Estate Management, Inc. and Solo Development 2004, LLC (2 violations).....	\$8,510
iii. Landmark Real Estate Management, Inc. and Minbar Properties, LLC (2 violations) .....	\$8,510
iv. Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC (1 violation) .....	\$7,740
v. Landmark Real Estate Management, Inc. and LA Italian Properties, LLC (1 violation) .....	\$7,740
vi. Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties (1 violation) .....	\$5,160.

C. Count III: 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, as required by 40 C.F.R. § 745.113(b)(3), results in 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. Pursuant to the ERPP, a violation of 40 C.F.R. § 745.113(b)(3) constitutes a Level 5 violation. ERPP at Appendix B-1.

Respondents failed to comply with the requirements of 40 C.F.R. § 745.113(b)(3) as follows: (1) Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC for eleven lease contracts; (2) Landmark Real Estate Management, Inc. and Solo Development 2004, LLC for two lease contracts; (3) Landmark Real Estate Management, Inc. and Minbar Properties, LLC for two lease contracts; (4) Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC for one lease contract; (5) Landmark Real Estate Management, Inc. and LA Italian Properties, LLC for one lease contract; and (6) Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties for one lease contract.

For the housing units occupied by a pregnant woman and/or a child under six years of age, or where the age of the occupant is unknown, the extent of harm for these violations under the ERPP is “major,” with a penalty amount of \$2,580. For housing units occupied by a child between six years of age and eighteen years of age, the extent of harm for these violations under the ERPP is “significant,” with a penalty amount of \$1,680. For housing units occupied by a lessee without any children under eighteen years of age, the extent of harm for these violations under the ERPP is minor, with a penalty amount of \$260. *Id.* at Appendix B-4. Accordingly, pursuant to Appendix B-4 of the ERPP, the appropriate penalty assessments for these violations are as follows:

i. Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC (11 violations).....	\$18,200
ii. Landmark Real Estate Management, Inc. and Solo Development 2004, LLC (2 violations).....	\$2,840

iii. Landmark Real Estate Management, Inc. and Minbar Properties, LLC (2 violations) .....	\$2,840
iv. Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC (1 violation) .....	\$2,580
v. Landmark Real Estate Management, Inc. and LA Italian Properties, LLC (1 violation) .....	\$2,580
vi. Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties (1 violation) .....	\$1,680.

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

A lessor’s failure to provide a potential lessee with an EPA-approved lead hazard information pamphlet, as required by 40 C.F.R. § 745.107(a)(1), results in 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. Pursuant to the ERPP, a violation of 40 C.F.R. § 745.107(a)(1) constitutes a Level 1 violation. *ERPP* at Appendix B-1.

Respondents failed to comply with the requirements of 40 C.F.R. § 745.107(a)(1) as follows: (1) Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC for nine lease contracts; (2) Landmark Real Estate Management, Inc. and Solo Development 2004, LLC for one lease contract; (3) Landmark Real Estate Management, Inc. and Minbar Properties, LLC for two lease contracts; (4) Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC for one lease contract; and (5) Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties for one lease contract.

For the housing units occupied by a pregnant woman and/or a child under six years of age, or where the age of the occupant is unknown, the extent of harm for these violations under the ERPP is “major,” with a penalty amount of \$11,000. For housing

units occupied by a child between six years of age and eighteen years of age, the extent of harm for these violations under the ERP is "significant," with a penalty amount of \$7,740. For housing units occupied by a lessee without any children under eighteen years of age, the extent of harm for these violations under the ERPP is minor, with a penalty amount of \$2,580. *Id.* at Appendix B-4. Accordingly, pursuant to Appendix B-4 of the ERPP, the appropriate penalty assessments for these violations are as follows:

i. Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC (9 violations) .....	\$67,220
ii. Landmark Real Estate Management, Inc. and Solo Development 2004, LLC (1 violation).....	\$2,580
iii. Landmark Real Estate Management, Inc. and Minbar Properties, LLC (2 violations) .....	\$13,580
iv. Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC (1 violation) .....	\$11,000
v. Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties (1 violation) .....	\$7,740.

Based on the foregoing penalty calculations for the violations alleged in the Complaint, the total combined penalty assessments for the Respondents under Counts I-IV are as follows:

i. Landmark Real Estate Management, Inc. and Solo Affordable Housing Solutions, LLC (32 violations).....	\$142,680
ii. Landmark Real Estate Management, Inc. and Solo Development 2004, LLC (5 violations).....	\$13,930
iii. Landmark Real Estate Management, Inc. and Minbar Properties, LLC (6 violations) .....	\$24,930
iv. Landmark Real Estate Management, Inc. and 87 Bartlett Street Associates, LLC (3 violations) .....	\$21,320
v. Landmark Real Estate Management, Inc. and LA Italian Properties, LLC (2 violations) .....	\$10,320
vi. Landmark Real Estate Management, Inc. and Travis Soule dba Fish Properties (3 violations) .....	\$14,580.

The Region developed the above-described penalty amounts based upon the best information available at the time it filed the Complaint in September 2009. The total

civil penalty amount of \$227,700 for all of the Respondents' violations remains reasonable and appropriate.

#### **IV. Conclusion**

The Complainant requests that the Regional Judicial Officer issue an order finding that (1) Respondents defaulted in this matter; (2) Respondents violated Section 409 of TSCA, 15 U.S.C. § 2689; the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 *et seq.*; and the federal regulations set forth in 40 C.F.R. Part 745, Subpart F; and (3) Respondents must pay a civil penalty of \$227,700.

Respectfully submitted,

  
Amanda J. Helwig  
Enforcement Counsel  
U.S. EPA, Region 1