



half of a day), to an inspection by a team involving extensive collection of samples, which could take up to several weeks. The inspections could be done routinely or in response to complaints received by citizens, from tip lines, or from other government or private interest organizations. In a majority of cases, the visit will not be a surprise; however, the EPA (or state officials) have been known to occasionally conduct random inspections.

The walk-through inspection: limited generally to a quick survey of the facility, checking only for the existence of control equipment, observing work practices and housekeeping, and checking as to whether there is a records repository.

Compliance evaluation inspection: is the most common form of inspection. It might include visual observations, review, and evaluation of records, interviews with facility personnel, and collection of other evidence, such as a physical sampling. It might also include detailed review and critique of self-monitoring methods, instructions and data, and probing for details about process and control devices that are in place.

Sampling inspection: always involves pre-planned collection of physical samples. Sampling inspections are the most resource-intensive, since they involve advance planning of the sampling as well as laboratory analysis of the samples.

Inspectors for EPA and state agencies are often the only environmental officials you or your workers will ever see in person. The inspectors have technical competence in the subject of the inspections they perform, are skilled in obtaining the crucial facts and know how to collect and preserve evidence

### **Section 1018: The Real Estate Notification and Disclosure Rule**

**What is required?** Before signing of a contract for a housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available written reports to buyers or renters.

Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CSPC), titled "[Protect Your Family from Lead in Your Home](#)".

- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Notification and disclosure language for the existence of lead paint hazards must be included in sales contracts and leasing agreements. Sellers, lessors, and real estate agents share responsibility for ensuring compliance.

There is no statement in action 1018: The Real Estate Notification and Disclosure Rule this rule that says that the lead base paint form has to be initial. Just signed for and given with or before lease. Which respondent performed and did not violations of the TSCA Lead Disclosure Rule, in violation of 40 C.F.R. Part 745, 15 U.S.C. §2689, and 42 U.S.C. § 4852d(b)(5).

The disclosure form was edited to a 8/12/By 1 sixe , so it could be in corporate into the lease. as stated in respondent testimony, she put type an "X" in the box to draw tenant attentions, as tenants

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was overlooking this area, I also had them sign the bottom of this page which is now a part of the lease as well as the lease itself. The court should have note that on properties of: **August 21, 1996**

**U.S. Department of Housing  
and Urban Development  
Guidance on the Lead-Based  
Paint Disclosure Rule**

Prepared by the  
Office of Lead-Based Paint Abatement and Poisoning Prevention  
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**INTERPRETIVE GUIDANCE FOR  
THE REAL ESTATE COMMUNITY ON THE  
REQUIREMENTS FOR DISCLOSURE OF INFORMATION  
CONCERNING LEAD-BASED PAINT IN HOUSING  
INTRODUCTION**

On March 6, 1996, the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) published a final rule, "Lead; Requirements for Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards in Housing," (61 FR 9064-9088). This final rule requires persons selling or leasing most residential housing built before 1978 to provide purchasers and renters with a federally approved lead hazard information pamphlet and to disclose known lead-based paint and/or lead-based paint hazards. The specific requirements of the final rule are discussed in detail in the March 1996 notice. Other documents used in the development of this rule are included in a public docket available for inspection at EPA. The requirements of the final rule are applicable as follows: (1) For owners of more than four residential dwellings, the requirements are applicable beginning on September 6, 1996, and (2) For owners of one to four residential dwellings, the requirements are applicable beginning on December 6, 1996. Subsequent to the publication of the final rule, EPA and HUD have received questions from the real estate community about implementation of the rule. EPA and HUD have developed this "Interpretive Guidance" document to supplement the information presented in the final rule. This guidance will be expanded and updated as necessary.

To assist the general public, EPA and HUD made the document, "EPA and HUD Real Estate Notification and Disclosure Rule: Questions and Answers" available when they published the final rule. This document, EPA-747-F-96-001, March, 1996, and others may be obtained from the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD(800) 526-5456 for the hearing impaired. Requests may also be sent by fax to (202) 659-1192 or by Internet E-mail to [ehc@cais.com](mailto:ehc@cais.com).

**EFFECTIVE DATE OF RULE**

**General**

1. Q: What part of a sale or rental transaction must occur on or after the effective date for the rule to apply?

**A: The rule generally applies if the buyer or renter becomes obligated under a contract 2 to purchase or lease target housing on or after the effective date of the rule (September 6, 1996 or December 6, 1996, depending on the number of dwelling units owned).** 2. Q: What is the effective date for sale or rental transactions involving cooperatives ("co-ops") and condominiums ("condos")?

**A: EPA and HUD recognize that both the individual unit "owner" and the corporation or homeowner association may have an ownership interest in co-ops and condos (see answer to question # 10). However, EPA and HUD believe that when a co-op or condo unit is sold or rented, the focus of the transaction is the single unit. Therefore, as a matter of policy, EPA and HUD have determined that the effective date will be based on the number of dwellings "owned" (meaning in some cases, the number of co-op shares or condo units owned) by the individual seller or lessor as opposed to the number of units that comprise the co-op or condo. Where co-ops or condos are being directly sold or leased by the corporation (as in a renovated building being newly offered), however, the applicable date would depend on the number of units owned by the corporation.**

#### **Sales Transactions**

3. Q: Is the rule effective for sales agreements entered into before the effective date, where closing occurs after the effective date?

**A: The rule will not apply to target housing transactions where the sales agreement is signed and all contingencies have been removed before the effective date, even if closing occurs after the effective date.** Rental Agreements

4. Q: What is the effective date of the rule for the following situation? A real estate or property management firm represents 40 property owners who own four units each. Each of the 40 property owners' effective date would clearly be December 6, 1996 (four or less units) if they were managing their own properties. However, because the real estate or property management firm is managing 160 rental units (40x4) on behalf of the owners, would they be subject to the September 6, 1996 effective date ?

**A: The effective dates in the rule refer specifically to the number of residential dwellings owned. Although the property manager is managing more than four properties, each individual owner only owns four properties. Therefore, the effective date for property managers of properties with four units each per owner would be December 6, 1996.**

5. Q: In some cases, as in the New York City Rent Stabilization Law, owners must offer renewal leases to rent-stabilized tenants 120 to 150 days before their current leases expire. This 120-150 day period may occur prior to the September 6 effective date, but the renewal lease could start after the September 6 effective date. Must an owner include the disclosure forms with the 120-150 day offer of renewal, even though this occurs before the effective date?

**A: The rule applies to obligations made on or after the effective date. Thus, the date upon which a renewal lease is offered is not particularly relevant under the rule. It is the date that the offer is accepted, if such acceptance constitutes an obligation to rent, that determines whether or not the rules apply. For written leases, this would mean that regardless of when the renewal leases are offered to the tenant, the rule would apply to all renewal leases signed by the tenant (and any contingencies have been removed) on or after the effective date. The rule does not apply to cases where the renewal leases have been signed by tenants (and contingencies removed) prior to the effective date, even if the lease does not begin until after the effective date.**

#### **APPLICABILITY**

##### **Housing - Pre-1978**

6. Q: Target housing is housing built before 1978. Does this include or exclude housing that was started in 1977, but not completed until 1978?

**A: EPA and HUD consider "housing constructed before 1978" to mean housing for which a construction permit was obtained (or if no permit was obtained, housing in which construction was started) before January 1, 1978. 0-Bedroom Dwellings**

7. Q: Would "0-bedroom dwellings" include college fraternity and sorority houses, dormitory suites, married student housing, and university-owned apartments?

**A: The rule excludes "0-bedroom dwellings." The definition of "0-bedroom dwelling" includes "rentals of individual rooms in residential dwellings," and EPA and HUD believe that rentals of rooms in fraternity and sorority houses generally fit that model and would be exempt. The definition of "0-bedroom dwelling" also specifically includes dormitory housing, which would encompass typical dormitory suites. However, married student housing and university-owned apartments typically are not "0-bedroom dwellings" and would be covered by the rule if they meet the other criteria for target housing set out in the rule.**

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##### **Disabilities**

8. Q: What is the definition of housing for persons with disabilities?

**A: Housing for persons with disabilities means communities or similar types of housing specifically designed for one or more persons with a physical or mental impairment which substantially limits one or more major life activities at the time of initial occupancy (HUD, Fair Housing Accessibility Guidelines, 56 FR 9472, 3/6/91). However, the exclusion for persons with disabilities from the definition of "target housing" does not cover housing in which any child who is less than 6 years of age resides or is expected to reside.**

##### **Daycare**

**9. Q: Are daycare centers included in the scope of the final rule?**

**A: Section 1018 of Title X focusses specifically on residential housing. As such, the rule does not apply to commercial facilities such as daycare centers and nurseries, except where such facilities are part of a residential dwelling.**

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## **DISCLOSURE**

### **Co-ops and Condos**

10.Q: Who is responsible for disclosure in the case of co-ops or condos? What about common areas? **A: EPA and HUD recognize that co-ops and condos can be structured in a variety**

**Of ways. For example, in the case of co-ops, a corporation may be established and this corporation would own all the units and common areas comprising the co-op; individual unit "owners" would own shares in the corporation and might also own occupancy rights or lease a unit from the corporation. In the case of condos, individual condo unit owners may own their unit; all condo unit owners may jointly own the common areas and a homeowners association may be established to represent the interests of all the unit owners.**

**Under this rule, a person selling or leasing a co-op or condo unit (whether the unit owner owns the unit in its entirety or owns shares in a corporation) would be responsible for complying with disclosure requirements both with respect to the unit itself and to any associated interest in common areas that is transferred. In the case of a corporation or homeowner association owning an interest in all the units or common areas, the corporation or association would be responsible for disclosing information regarding those areas when their interest in them is sold or leased.**

**Additionally, in the case of a corporation or homeowner association which does not have an ownership interest in the co-op or condo but represents the joint interests of**

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**all the unit owners, the corporation or association, acting as legal representative of the owners (see also question #11), would be responsible for disclosing information regarding the areas subject to the transaction. In such a case, an individual seller or lessor is responsible for timely notifying the corporation or association before a buyer or lessee becomes obligated, so that the corporation or association has an opportunity to comply with disclosure requirements.**

**Where the corporation or association is not a seller or lessor and is not a legal representative of the owners, the corporation or association has no disclosure responsibilities. However, in this case, the individual seller or lessor must obtain any information held by the corporation or association and include it in the disclosure to ensure compliance with this rule. Parties with the disclosure responsibilities must also sign the disclosure form certifying accuracy.**

### **AUTHORIZED REPRESENTATIVES AND AGENTS**

11.Q: May a seller or lessor authorize a representative or agent to discharge the seller's or lessor's responsibilities under the rule, including signing the certification of accuracy required in the contract?

**A: Yes. The seller or lessor may authorize a representative or agent to fulfill the seller or lessor's requirements under this rule; however, the seller or lessor is ultimately responsible for full compliance with the requirements of this rule. The representative must disclose the presence of lead-based paint or lead-based paint hazards if known by either the representative or the seller or lessor and disclose and**

provide records available to the representative and the seller or lessor. The designated representative or agent may sign on behalf of the seller or lessor. If the representative or agent acting on behalf of the seller or lessor is also functioning as an Agent, as defined under 24 CFR 35.86 and 40 CFR 745.103, they are also required to carry out those duties and to sign the certification in that capacity.

12.Q: Given that the selling agent in real estate transactions may be prohibited by State or local law from direct communication with the seller, how can they inform the seller of his or her responsibilities under this rule?

A: Where State or local laws prohibit direct contact, EPA and HUD have determined that the selling agent may inform the listing agent of the seller's responsibilities under this rule and may sign the disclosure form to that effect. Regardless of the actions or involvement of the selling agent, however, the listing agent is still responsible for informing the seller of his or her duties under this rule.

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## TYPE OF DOCUMENTS

### Summary vs. Reports

13.Q: The rule states that lessors must give each lessee copies of all records or reports relating to lead-based paint hazards in the target housing. But in some cases it may be impractical to give each lessee his or her own report -- the document's length may make copying costs prohibitively high. In such situations, what steps may a lessor take to make the document available to a lessee without actually giving the lessee his or her own copy? For example, may the lessor give the lessee a summary of the document and give the lessee an opportunity to read a copy of the full document in the lessor's office?

A: The rule requires lessors to provide lessees with available records or reports pertaining to lead-based paint and/or lead-based paint hazards. However, EPA and HUD recognize that in some cases, the actual transfer of multiple voluminous technical documents may be burdensome for both lessors and lessees. For lengthy court documents and construction documents, EPA and HUD have determined that these documents may be excerpted, provided that all information regarding lead-based paint and lead-based paint hazards is included along with sufficient background information, so that the context of the excerpt is clear.

For paint inspection and risk assessment reports, EPA and HUD have determined that lessors may provide lessees with a summary of all paint inspection and risk assessment reports, provided that the summary is prepared by a certified paint inspector or risk assessor. Where information about specific units is inconsistent with the conclusions as a whole, this information should be included along with the summary of general conclusions. In situations where documents are excerpted or summarized, they must be accompanied by a list of all complete records and reports available to the lessee. If the lessor chooses to provide excerpts or summaries and document lists in lieu of complete copies, the lessor must provide the lessee with the opportunity to review the complete documents in a central location on the premises, if

**feasible, and the opportunity to receive copies of any documents not provided, upon request, and at no cost to the lessee. In the case of sales transactions, the seller must provide complete documents to the buyer. In order to assure that future buyers have access to complete records and reports, EPA and HUD believe that complete document transfer, rather than excerpts or summaries, is necessary.**

14.Q: What methods of distribution are available to a seller or lessor when providing copies of relevant materials to a purchaser or lessee? May records and reports be provided via the Internet?

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**A: While EPA and HUD recognize that electronic transfer may be acceptable to some purchasers and lessees, the Agencies are concerned that relying exclusively on electronic distribution may deny some purchasers or lessees access to the information, due to the lack of access to the necessary technology. Therefore, EPA and HUD would deem electronic transfer of documents acceptable only if the purchaser or lessee agrees in writing to accept the documents in that format.**

**Unit vs. Whole Building**

15.Q: In cases where there have been building-wide evaluation or reduction activities, must the contents of the reports be disclosed to every prospective purchaser or lessee of individual units that may not have been specifically addressed?

**A: EPA and HUD believe that information and reports on other units in the target housing are directly relevant to prospective purchasers and lessees, if the information results from evaluation or reduction efforts in the target housing as a whole. In large multifamily properties, evaluations do not necessarily examine every dwelling unit in the housing. Rather, inspectors or risk assessors examine a representative sample of the dwelling units and apply the findings to the housing as a whole. While such evaluations might not include data on a specific unit, the fact that the evaluation was designed to provide information on the housing as a whole makes the report's findings relevant. If there is unit-specific information that was not part of a building-wide evaluation, such information must be disclosed only during sales or rentals of the specific units that were evaluated.**

**Timing of Disclosure for Lessors**

16.Q: If a renter has a month-to-month lease arrangement, what is the responsibility of the owner (lessor) with respect to providing copies of the booklet and disclosure forms?

**A: The rule excludes from its requirements short-term leases of 100 days or less, where no lease renewal or extension can occur. If both parties wish to extend a previously exempted short-term lease beyond the 100-day limit, all provisions of this rule must be satisfied in full before any such "extension" occurs. In an "open-ended" month-to-month lease arrangement (i.e., an arrangement with no specified termination date), whether written or unwritten, the rule applies at the time of the initial lease agreement, since the parties have not limited the lease term to 100 days or less. In some cases, leasing**

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arrangements switch to "open-ended" month-to-month arrangements after an initial period of occupancy and may continue indefinitely. Under such circumstances, EPA and HUD interpret renewal to occur at the point when the lessee becomes obligated to this change in the rental period. Another significant change in the lease agreement constituting lease renewal would be a

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rental rate adjustment. Following any such alteration of terms, either an initial disclosure would be required if no disclosure had been made, or disclosure would be required of any new information obtained subsequent to an initial disclosure.

17.Q: Can an owner send the disclosure forms to all existing tenants at one time, without waiting for the tenants to renew their leases or must the owner wait for each tenant's renewal to come up?

**A: Disclosure may be made any time before the lessee becomes obligated under a new lease (see response to question #18). However, if disclosure is made in advance of lease renewal and the owner subsequently obtains new information relevant to disclosure, this new information must be disclosed before the lessee becomes obligated under a new lease.**

#### **Signatures on Disclosure Forms**

18.Q: Is an original signature required on the disclosure form?

**A: No. The signature does not have to be original for purposes of the Federal rule. It may be reproduced, for example, by photocopy, facsimile, a token or rubber stamp. EPA and HUD note that use of a reproduced signature does not relieve the signatory from its responsibility for compliance with this rule. Sellers and lessors are advised to ascertain whether original signatures are required under State law governing the execution of documents associated with sales or rental transactions.**

#### **LEAD-BASED PAINT FREE**

19.Q: Can inspectors certified in one State perform inspections for the lead-based paint free exemption in another State?

**A: Currently yes. An inspector certified to perform inspections in a State with its own certification and training requirements may perform inspections for the lead-based paint free exemption in that State and in other States. Inspectors are advised, however, that separate State laws may also apply to their activities. Within two years, a Federal program or authorized State program will be in place to certify inspectors. After such Federal or authorized State program takes effect, all inspections for purposes of the lead-based free exemption must be performed by an inspector certified in the Federal or Federally-authorized program applicable in the State where the inspection will take place.**

20.Q: What sampling is required to support a determination of lead-based paint free? What sampling criteria should be used when conducting a "surface-by-surface investigation" in multi-family housing? Does Chapter 7 of the HUD Guidelines provide adequate criteria

regarding how many and what type of samples need to be taken, or are the criteria to be used established by the State where the individual is certified?

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**A: The rule defines inspection as a (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision of a report explaining the investigation. Before EPA implements the Federal training and certification program and the State authorization program under TSCA, certified inspectors should use the sampling methodology provided by their certifying State for determining what number of units must be inspected to have a representative sample. If the State in which the inspector is certified does not provide a sampling protocol, the inspector should either sample every unit in multi-family housing or use the sampling guidelines provided in Chapter 7 of the HUD's "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing," (HUD Guidelines), June, 1995 or subsequent updates.**

21.Q: Do the States have the authority to alter the definition of lead-based paint in the rule that will be used to apply the lead-based paint free exemption?

**A: No. The rule, at 24 CFR 35.86 and 40 CFR 745.103, states that a lead-based paint free finding must demonstrate that the building is free of "paint or other surface coatings that contain lead equal to or in excess of 1.0 milligrams per square centimeter or 0.5 percent by weight." The State standards are not applicable, whether more or less stringent, since a State cannot amend Federal requirements.**

22.Q: Will lead-based paint free findings carry over once the EPA section 402/404 rule is implemented or will inspections be required in States that do not have programs?

**A: Prior to Federal or State implementation of section 402/404, inspections will not be required for target housing that was already inspected and found to be lead-based paint free by a certified inspector. An inspection conducted prior to Federal or State implementation of section 402/404 requirements by a non-certified inspector is acceptable if the past inspection report has been reviewed and approved in writing by a certified inspector.**

**Once the Federal or authorized State programs take effect, all new inspections for purposes of the lead-based free exemption must be performed by an inspector certified in the Federal or Federally-authorized State program applicable in the State where the inspection will take place. An inspection conducted prior to Federal or State implementation of section 402/404 requirements by a non-certified inspector will be acceptable, if the past inspection report has been reviewed and approved in writing by an inspector certified in the Federal or Federally-authorized State program applicable in the State where the inspection took place.**

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## **PAMPHLET ISSUES**

### **Approval**

23.Q: Can private groups seek approval under section 1018 for use of alternatives to the Federal pamphlet?

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**A: The rule provides flexibility for States to obtain EPA approval for use of alternative State information materials in lieu of the Federal Pamphlet "Protect Your Family From Lead in Your Home." However, this pamphlet approval process does not apply to private groups that seek to develop lead hazard information materials. EPA and HUD specifically included these State pamphlet provisions to minimize the overlap between the Federal program and State laws and regulations that may already require the distribution of State information materials during sales or leasing transactions. While EPA and HUD cannot approve materials developed by a private group as a national alternative to the Federal pamphlet, private groups may ask States to consider using their pamphlets as a State alternative. States interested in developing an alternative pamphlet should contact their EPA regional offices.**  
**Empty Space**

24.Q: The back page of the booklet contains an empty rectangular space at the bottom. Is it permissible for an individual or private party, i.e. real estate firm, to place their name, address, company logo or advertising material in this space?

**A: In the Notice of Availability for the final pamphlet (60 FR 39168, August 1, 1995), EPA indicated that to encourage private reproduction of the pamphlet, space was added on the pamphlet's back cover for names and contact information of organizations that reprint and distribute the pamphlet.**

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### **Reproduction**

25.Q: Do pages 12 (State Health and Environmental Agencies) and 13 (EPA Regional Offices and CPSC Regional Offices) of the Federal pamphlet have to be included? When the pamphlet is developed for use only in one State, the information on pages 12 and 13 may not be necessary.

**A: Provided that the State and Federal regional information on the State developing the pamphlet is retained, the printer can reformat the information on page 12 and 13 to omit information on other State and regional offices.**

26.Q: If a private-sector party or association wishes to reproduce the pamphlet at its own expense, do the graphic illustrations have to be included?

**A: The pamphlet reproduced by a private organization must include all graphics provided in the original.**

27.Q: Can the pamphlet be provided in an 8-1/2 x 14 inch format as an attachment to the sale or rental contract?

**A: EPA has developed and made available an alternative format of the pamphlet on 8-1/2 x 14 inch legal paper to accommodate sellers or lessors who wish to provide the pamphlet as part of the contract. The attachment includes EPA's and HUD's sample disclosure and acknowledgement forms. Provided that the seller or lessor**

adds the appropriate regional and state contacts in the space provided, the legal size format may be used as an alternative to the 5-1/2 x 8-1/2 inch version of the pamphlet. The public may also revise the included sample disclosure and acknowledgement forms provided that the forms contain all the elements set out in the content requirements in 24 CFR 35.92 and 40 CFR 745.113. These materials may be obtained from the NLIC (see Information section of this document).

#### STATE PROGRAMS

28.Q: Can States obtain authorization to administer and enforce their disclosure programs in lieu of the Federal program?

**A: No. EPA and HUD have determined that Title X does not provide authority to delegate the administration and enforcement of the section 1018 disclosure requirements to State programs. However, EPA and HUD believe that Title X provides flexibility to EPA to approve State alternatives to the Federal pamphlet.**

**Additionally, the rule does not require the use of a Federal disclosure form as an attachment to sales and leasing contracts. States, sellers, landlords, and agents have flexibility to draft disclosure and acknowledgement attachments to fit their needs, provided that the attachments address the content requirements laid out in 24 CFR 35.92 and 40 CFR 745.113.**

#### EPA RENTAL AGREEMENT

This agreement, made on \_\_\_\_\_ between and \_\_\_\_\_. **Landlord** has agreed to LET to the Tenant, and the Tenant has agreed to TAKE from the Landlord for the term to commence \_\_\_\_\_ and shall be month-to-month lease agreement.. Tenant to take possession on \_\_\_\_\_ making rent due on or before the \_\_\_\_ of every month. To avoid ate fee.

**MONTHLY RENT:** The Tenant hereby covenants and agrees to pay to the Landlord the monthly rent of \_\_\_\_\_. payable in equal monthly payments in advance by the 5th day of each and every calendar month,. Checks payable to \_\_\_\_\_. Payments will be applied first to late fees, water/sewer/garbage bills, any other bills or charges and lastly to rent. If applicable Rent is to be pay in the form of \_\_\_\_\_ Tenant may mail payments to \_\_\_\_ If mailed should be received on or before the \_\_\_\_\_<sup>h</sup> of the month to avoid a late fee.

**MOVING OUT:** If the tenant moves out before this agreement expires, they will be responsible to pay rent until the end of the term or until another tenant (approved by the landlord) has begun to pay rent.

**CHARGES:** A \_\_\_\_0 late charge applies to rent received after 1 PM on the first day of the month, regardless of weekends or holidays. A \_\_\_\_ returned check charge applies to bounced checks. If the tenant's rent is past due and the landlord exercises his legal right to seek a judgment against the tenant in court.

#### **UTILITIES & APPLIANCES:**

List of utilities or other charges the landlord or tenant will pay and who is responsible for what appliances: Heat X Refrigerator X Electric X Stove X Gas X, Cable TV Service Security Alarm Service X Renters Insurance X\_ Unless otherwise stated, this Rental Agreement does NOT include any appliances. Appliances

#### **SECURITY DEPOSIT:**

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1. The amount of the security deposit is \_\_\_\_\_.
2. The tenant cannot use the security deposit to pay rent.
3. The landlord can use the security deposit for unpaid rent and damages that are the tenant's responsibility beyond normal wear and tear.
4. When the tenant moves out, the landlord will prepare a list of charges for damages and any un-paid rent. The landlord can deduct these charges, if any, from the security deposit and will return the balance within 30 days. The tenant must give the landlord written notice of the tenant's new address or make other arrangements with the landlord for the return of the security deposit.
5. Nothing in this lease shall in any way prevent Landlord's right to recover any sum due it in excess of the security deposit.
6. Tenant is responsible for all yard care, grass cutting, snow shoveling, tenant is to keep yard clear all indoor furniture. Which invite rates and cause mold and odor., etc.

**INSURANCE:** The tenant must carry "tenant homeowner's insurance" or "renter's insurance" with minimum liability coverage of \$100,000. This must include personal liability insurance, which protects the tenant, personal contents and additional living expense. Proof of insurance must be furnished to the landlord. The Landlord's insurance does not cover tenant's property.

**ADDITIONAL RESIDENTS:** Persons other than those specifically listed on the Lease Agreement shall be strictly prohibited from staying in the rental unit for more than 7 consecutive days, or a total of 20 days in any 12 month period. For purposes of this section, "staying in the rental unit" shall include, but not be limited to, long-term or regular house guest, live-in babysitters, and visiting relatives. Resident shall notify the Landlord in writing any time the Resident expects any guest will be staying in excess of the time limits in this paragraph. Additional resident cannot occupy the premises without first being approved by the Landlord and are subject to full screening procedures. If additional residents are accepted, this is also subject to additional rent and security deposit being required. Unauthorized residents are a violation of this agreement and are grounds for termination.

**ASSIGNMENT and SUBLETTING:** Resident will not sublet or re-let any part of the premises or assign this Agreement without prior consent of the Landlord.

**USE of PREMISES:** The premises shall be used as a dwelling unit and for no other purposes. Resident accepts the dwelling "as is", having already inspected it. Resident shall use, in a reasonable manner, all facilities, utilities, and appliances on the premises and shall maintain the premises and facilities in a clean and sanitary condition at all times, and upon termination of the tenancy shall surrender the premises in as good conditions as when received, ordinary wear and tear and damage by the elements excepted. The rental unit is for tenant owned property only. Any property in the rental unit at any time is considered tenant property and not property of any friend, family member or any other person.

**BASEMENTS AND GARAGES:** In the event the dwelling has a basement or garage, use of the basement or garage is not included in the rent, nor shall it be considered living space. Any use of the basement or garage shall be at Tenant's own risk. Tenant agrees to be responsible for maintaining these areas properly, including using a dehumidifier in the basement to minimize moisture.

**PLUMBING:** Expense or damage caused by stoppage of waste pipes or overflow of bathtubs, toilets, or washbasins caused by Resident's conduct shall be Resident's responsibility. If Resident is responsible for the water bill then Resident is also responsible for all water leaks,

known and unknown, and is responsible for the resulting charge by the water company. The Resident is responsible for either stopping the leak by turning the water off, fixing the leak, or immediately contacting Landlord.

**PAINTING:** Painting done by resident must be repainted to Landlord's original colors prior to vacating or a repainting charge will apply.

**LOCKS:** Locks may not be changed or added without the Landlords prior written permission. If permission is granted, a copy of any new keys will be given to the Landlord within three days after the change. If Resident is locked out of the premises there is a \$15 charge to open the premises between the hours of 8AM and 5PM and \$30 after 5PM. Additional charges apply if a key is lost and locks must be changed.

**CODES:** To comply with all obligations imposed upon Resident by applicable provisions of building and housing codes materially affecting health and safety and shall use the property for residential purposes only.

**ACCESS:** Landlord shall have the right to enter the premises in order to inspect the premises, make necessary or agreed repairs or improvements, To permit the Landlord entrance to the dwelling for the purpose of performing periodic inspections, routine maintenance, for making improvements or repairs, or to show the premises for releasing.

**PETS:** Resident agrees not to harbor any dog or no pets of any kinds unless listed on this lease.

**CONDUCT:** Resident, family, and guests shall not make or allow unreasonable noise or sound. Resident and/or guests shall not disturb other Residents' peaceful enjoyment of the premises. Disorderly conduct will result in a notice to vacate the premises and termination of this agreement. In addition, Residents are responsible for all actions and damages caused by Residents' guests. Complaints from neighbors, other tenants, police, city officials or anyone else about noise, late night (after 10:00 pm) activities, or any other nuisances are considered a violation of this lease. Resident, occupants, guests, family members, or other persons related to or affiliated in any way with the Resident shall not engage in any unlawful activity. In the event that any of these parties violate this provision, Resident shall be subject to termination of lease and immediate eviction.

**DAMAGE:** The tenant will notify the landlord promptly if any part of the property is damaged or destroyed. The tenant is responsible for any damage or destruction done to the property by his actions or negligence, or by the actions or negligence of his family or guests. The tenant must make all repairs and replacements to fix such damage or destruction. If the tenant fails to do so, the landlord may do it and bill the expense to the tenant. The Landlord is not responsible for any inconvenience or interruption of services due to improvements, repairs or for any reason beyond the Landlord's control. Tenant must maintain the heat in the winter to avoid frozen pipes and shall be responsible for damages if frozen pipes occur as a result of inadequate heat.

**PARTIAL PAYMENTS:** The tenant's promise to pay the rent is separate from all other promises in this lease. The tenant agrees to pay the full rent each month. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Any

modification to this lease must be made in a letter signed by the Landlord, in which the Landlord states and agrees to the modification. The Landlord may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease. In the event that the tenant should break this lease, the unpaid rent for the remainder of this lease will become immediately due and owing to the landlord.

### **LANDLORD RIGHTS**

1. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants in this agreement, shall not be deemed a waiver of any rights or remedies that the landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants of this agreement.
2. The tenant gives up his right to receive notice before the landlord begins with an eviction.
3. If the tenant fails to pay any one month's rent on or before the due date, or the tenant breaks any other provision in this lease, the landlord may end this lease immediately and file a lawsuit to evict the tenant.
4. Besides ending this lease and evicting the tenant, the landlord can sue the tenant for unpaid rent, other damages, losses or injuries. If the landlord gets a judgment for money against the tenant, the landlord can use the court process to take the tenant's personal goods, furniture, motor vehicles and money in banks. The landlord may also be able to attach the tenant's wages to recover money for damages done to the property.
5. The landlord may recover reasonable legal fees and collection costs from the tenant for any legal actions relating to the payment of rent or the recovery of the property.

**ABANDONMENT** The property will be considered abandoned by the tenant if:

1. The tenant gives the landlord notice that he will not return to the property;
2. The tenant removes his personal belongings from the property, fails to pay the rent, and does not return for 15 days;
3. The tenant fails to pay the rent and does not return to the property for one month; or
4. The tenant leaves personal belongings in the property after the end of the lease.
5. If the tenant abandons the property, the landlord may enter and re-let the property. In this case, the landlord may also remove and dispose of any personal property left behind by the tenant.

### **PRIORITY OF LEASE & SALE OF PROPERTY**

If the landlord sells this property, the purchaser can end this lease. All mortgages that now or in the future affect the property have a priority over this lease.

### **DEFAULT**

If default shall be made in the payment of any part of the said rent after the same becomes due, or in the case of a breach or evasions or any attempt to break any of the covenants or conditions of the agreement, the entire rent reserved for the full term of this lease remaining unpaid shall become due and payable at once and may fore with be collected by distress or otherwise and at the same time the Landlord may forfeit and annul the expired portion of the lease and enter upon and repossess the said premise with or without process of law, and without giving any notice whatsoever.

**PEST:** Mouse, Rats bed bugs, and roaches.

This property is bed bug roach free, tenant is responsible for riding the property of bedbugs and or roaches are carried in by tenant and or guests. If landlord have to rid the property of

bedbugs brought in by the tenant and/or guest, said fees will be taken from security deposit, and/or tenant must reimburse landlord or restore security deposit to original amount. If tenant fail to do so within 30 days landlord has the right to serve notice to vacate.

#### **LEAD BASED PAINT NOTICE**

- a) The Federal Environmental Protection Agency requires all landlords who wish to rent property built before 1978 to give Tenant a Lead Based Paint Pamphlet. This Pamphlet explains that young children and pregnant women who are exposed to lead hazards may experience serious health problems. It also explains the physical and mental damage to young children exposed to lead paint and/or lead hazards.
- b) Landlord is required to tell Tenant if the property contains or does not contain any lead-based paint. If Landlord does not know if lead-based paint is present, Tenant may hire a certified lead paint inspector, at Tenant's expense, to inspect the property. Tenant will supply Landlord before inspection the name of the inspection company.
- c) The lead-based paint inspection must happen within five days of moving in and the written results returned within ten days. Tenant gives permission to have the inspection results given to Landlord in writing.
- d) Tenant has two choices if lead-based paint or lead hazards are present:
  - 1) Tenant may end lease by notifying Landlord in writing within two days of receiving the inspection results. Tenant agrees to move out of the leased property within 90 days of the starting date of the lease.
  - 2) Tenant may continue the lease and agrees not to hold Landlord responsible for any future health problems due to lead-based paint or lead hazards.
- e) Tenant acknowledges receiving the Lead Based Paint Pamphlet by signing this lease.

**MOLD AND MILDEW.** You acknowledge that it is necessary for you to maintain appropriate climate control, keep your dwelling unit clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. You agree to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. You agree not to block or cover any heating, ventilation or air-conditioning ducts. You also agree to report immediately in writing to us: (i) any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage room, garage or other common area; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. You further agree that you shall be responsible for damage to the dwelling unit and your personal property as well as any injury to you and all occupants of the dwelling unit resulting from your failure to comply with the terms of this Mold Addendum.

1. **VIOLATION OF RULES.** If you or any occupant violates any rule or provision of this Mold Addendum (based upon our judgment) it shall be considered a material default under the terms of the Lease Contract. Upon written notice from us, you must immediately comply with all rules and provisions of this Mold Addendum. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorneys' fees to the extent allowed by law.

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2. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all tenants under the contract are fully responsible and liable for the entire amount of all cleaning expenses incurred by us to remove mold from the dwelling unit as well as all damages to the dwelling unit caused by mold. We-not you-will arrange for these services. If a part or parts of the dwelling unit cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

3. GENERAL. This Mold Addendum is considered part of the Lease Contract described above. In the event of any conflict between the terms of this Mold Addendum and the terms of the Lease Contract, the terms of this Mold Addendum shall control.

4. Please note: In this section of Mold & Mildew, the terms "you" and "your" refer to all tenants listed above and all occupants or guests; and the terms "we," "us," and "our" refer to the landlord or agent named in the Lease Contract (not to the property manager or anyone else). In this document, all references to the term mold shall be deemed to include all forms of mold and mildew as well as similar growths. as similar growths.

#### SMOKE DETECTORS.

All of the smoke detectors installed at this property are operable at the time of move-in. You as the tenant agree that these smoke detectors are operable. In order to keep them operational, from time to time you must maintain these smoke detectors by replacing the batteries on an as needed basis, unless they are wired into the electrical circuitry. All fresh batteries are your responsibility. Each unit should be tested on a monthly basis. If you have any questions or problems with any smoke detector after you have checked the battery, it is your responsibility to promptly notify the landlord or property manager to assure the early detection of fire or smoke offered by these devices. Your cooperation is essential.

In witness whereof, the parties to this agreement have hereunto set their hands and seals, the day and year first above written.

\_\_\_\_\_ Date \_\_\_\_\_

Landlord Signature

\_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature

The Respondent will show that the proposed civil penalty of 58,060.00 is grossly un fair, discriminatory and is just a cover for a more sinister motive and abusive of power. The lease above was taken from EPA website as an example o the proper lease that land should be using, nowhere in the lease does it show the box to initial. The signing at the end of lease is sufficient

council for EPA, Jeff Triveno, opening statement stated that EPA did utilized a random drawing program where landlord name was provided and called at random for lease inspection, in which two agents would go out.

Respondent received such a call. as stated in my letter and answer for this civil action.

And did get a visit of two uniformed officers with badges, such as, photo ID, on jacket pocket and a gold badge medallion on belt. On cross examination the witness James O'Neal gave testimony that



Sign and Return it say that I  
Gave you the attached booklet on Lead Paint

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

4908A

Lead Warning Statement

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

Landlord's Disclosure: City of Milwaukee has set a date of 11/3/06 for cleaning the house of lead paint.

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

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

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

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

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

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

Tenant's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their

*Debra Bumpell* X *Anthony Lopez*

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

Lead Warning Statement

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

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

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

Tenant's Acknowledgment (initial)

(c) DB Tenant has received copies of all information listed above. *Deshonna Bennett*

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

<i>Dessa Bonfer</i>	<i>7/27/08</i>	_____	_____
Landlord	Date	Agent, if any	Date
<i>Deshonna Bennett</i>	<i>07/30/09</i>	_____	_____
Tenant	Date	Co-Tenant, if any	Date



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

Lead Warning Statement

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

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

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

Tenant's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Debra K. ... 12-1-08  
Landlord  
Oliver Rush  
Tenant 12-2-08

\_\_\_\_\_  
Agent, if any Date  
\_\_\_\_\_  
Co-Tenant, if any Date

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

Lead Warning Statement

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

**Landlord's Disclosure: City of Milwaukee has set a date of 11/3/06 for cleaning the house of lead paint.**

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their

*Kesler Bumpus*

*Jeffery Carter*

*22*

he was not wearing a uniforms. He also testified that they displayed their credentials. (t give somebody credentials: to provide somebody with official credentials official identification: a letter, badge, or other official identification that confirms somebody's position or status (meaning more than one) Both officers were dress identical

Witness James O'Neal, upon cross examinations, testified that EPA received my name on a list from Milwaukee Health Dept. That my property was a hazard He also testified that neither he or his partner check to see if the property was actually in the condition as stated, since they had such a Vast experience and knowledge in that field. Mr. O'Neal also make assertions about his background and experiences and the nature of his work. Upon cross examination turn out to be at least an exaggerations

Witness Mr Skeette also confirm that my name was sent to EPA from the City  
Witness Ed Riley testimony was very inconsistence and wavier a lot.

Expert Financial Witness testimony provided inaccurate and out dated facts. Ms stated the respondent had two cars valued, maybe 120, 000 and had access of 250,000. Respondent gave testimony that she had one care, valued at 4,000 maybe. Houses that not worth the paper it written on. The houses that do not have mortgage is weighted down by charge card. field, there is one,. This witness was not interested in the fact, just taken me down.

**A: Prior to Federal or State implementation of section 402/404r,e inspections will not be required for target housing that was already inspected and found to be lead-based paint free by a certified inspector**

**3074 N 28<sup>th</sup> st** St, Ms Gray, testified that the property lease was in violation because it did not comply with Disclosure Rule of the Toxic Substances and Control Act (TSCA), in violation of 40 C.F.R. Part 745, 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5), as alleged in the complaint.

\*\*\*\*\*Respondent state that this was in full compliance. As The property was leased to a Ms Browley a daycare. who intern left the property in the hand of a family who took over the daycare, I provided this new tenant a lease with a certificate from the city of Milwaukee stating the property was lead free. I also gave her offer her the booklet, she refused stating that she have gotten so many of these from the state. /////"[Protect Your Family from Lead in Your Home](#)". Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense.

**The rule gives the two parties flexibility to negotiate key terms of the evaluation. Notification and disclosure language for the existence of lead paint hazards must be included in sales contracts and leasing agreements. Sellers, lessors, and real estate agents share responsibility for ensuring compliance.A: Prior to Federal or State implementation of section 402/404r,e inspections will not be required for target housing that was already inspected and found to be lead-based paint free by a certified inspector**

**2428 W. Brown** St, Ms Grace, testified that the property lease was in violation because it did not comply with Disclosure Rule of the Toxic Substances and Control Act (TSCA), in violation of 40 C.F.R. Part 745, 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5), as alleged in the complaint.

\*\*\*\*\*Respondent state that this was in full compliance. As The property was leased to a Ms Browley

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a daycare. who intern left the property in the hand of a family who took over the daycare, I provided this new tenant a lease with a certificate from the city of Milwaukee stating the property was lead free. I also gave her offer her the booklet, she refused stating that she have gotten so many of these from the state. /////"[Protect Your Family from Lead in Your Home](#)". Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. **The rule gives the two parties flexibility to negotiate key terms of the evaluation. Notification and disclosure language for the existence of lead paint hazards must be included in sales contracts and leasing agreements. Sellers, lessors, and real estate agents share responsibility for ensuring compliance. A: Prior to Federal or State implementation of section 402/404r,e inspections will not be required for target housing that was already inspected and found to be lead-based paint free by a certified inspector**

#### **4908 N. 40**

Ms Grac testified that the respondent/defendant was inDisclosure Rule of the Toxic Substances and Control Act (TSCA), in violation of 40 C.F.R. Part 745, 15 U.S.C. § 2689, and 42 U.S.C. § 4for 852d(b)(5), as alleged in the complaint **HUD STATES, Additionally, the rule does not require the use of a Federal disclosure form as an attachment to sales and leasing contracts. States, sellers, landlords, and agents have flexibility to draft disclosure and acknowledgement attachments to fit their needs, provided that the attachments address the content requirements laid out in 24 CFR 35.92 and 40 CFR 745.113.** **Therefore ,**respondent was and is in fully compliance The rule gives the two parties flexibility to negotiate key terms of the evaluation. Notification and disclosure language for the existence of lead paint hazards must be included in sales contracts and leasing agreements. Sellers, lessors, and real estate agents share responsibility Respondent lease property to Mr. Mario in 2005 and his two boys, Later the tenant moved in a female friend they live there for 2 or more years until Mr. Mario got incarcerated. Once he was out of the house, the utilities got cut off. In order to get them turn on. She need a lease, to present to the Electric Co. It was a lease -to-show only. As was agreed by myself, Ms Moore and Mr. Mario. These document was submitted to Epa, Once found out what they really anted. Upon inspection by the City Of Milwaukee, respondent was told this home was not required an inspection due t year.

#### **4908A N. 40<sup>th</sup> St**

Ms Grace testified that the respondent/defendant was inDisclosure Rule of the Toxic Substances and Control Act (TSCA), in violation of 40 C.F.R. Part 745, 15 U.S.C. § 2689, and 42 U.S.C. § 4for 852d(b)(5), as alleged in the complaint . This tenant was a young girl/adult coming from an abusive home, kids taken away. She was trying with her mother and abusive male friend to find new housing. I process the lease and lead paint info, gave it tenant to give to her mother to go over with her. Mother held on to info. Eventually she allow the Abusive male friend move in my property, tenant was let go, property damage. Tenant there for maybe 4 months. Therefore **HUD STATES, Additionally, the rule does not require the use of a Federal disclosure form as an attachment to sales and leasing contracts. States, sellers, landlords, and agents have flexibility to draft disclosure and acknowledgement attachments to fit their needs, provided that the attachments address the content requirements laid out in 24 CFR 35.92 and 40 CFR 745.113. Therefore ,**respondent was and is in fully compliance The rule gives the two parties flexibility to negotiate key terms of the evaluation. Notification and disclosure language for the existence of lead paint hazards must be included in sales contracts and leasing

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agreements. Sellers, lessors, and real estate agents share responsibility .

**3463 N 13<sup>th</sup> St**, This tenant was a squatted, before he/she became a tenant. According to the HUD/EPA rules, my only obligation to provide tenants with lead paint form, if and when when land/lord/tenant relationship is cemented by contract. **A: Prior to Federal or State implementation of section 402/404r,e inspections will not be required for target housing that was already inspected and found to be lead-based paint free by a certified inspector Additionally, the rule does not require the use of a Federal disclosure form as an attachment to sales and leasing contracts. States, sellers, landlords, and agents have flexibility to draft disclosure and acknowledgement attachments to fit their needs, provided that the attachments address the content requirements laid out in 24 CFR 35.92 and 40 CFR 745.113.**

**A: Disclosure may be made any time before the lessee becomes obligated under a new lease (see response to question #18). However, if disclosure is made in advance of lease renewal and the owner subsequently obtains new information relevant to disclosure, this new information must be disclosed before the lessee becomes obligated under a new lease.**

**2228 & 223 N Teutonia Road**

Ms Gray testimony that preponderant fail to comply with the Lead Disclosure Rule of the Toxic Substances and Control Act (TSCA), in violation of 40 C.F.R. Part 745, 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5), as alleged in the complaint. Respondent testified that she do not own the property listed at this address. Respondent states that in a rush to judgment, complainant fail to submit factual and creditable in formations. Respondent challenge the accuracy of all in formations provided by these witnesses. a value on it.

**Riley.**

what I wanted to know, when you do your search or whatever you do to obtain names or properties of property owners that you go out, do you run a thorough check to see how many properties they have, or you just -- We check the website to see what is available to us in regards to -- your properties came up in regards to pre-1978 properties, we only had eleven properties show up. And those properties, did you check to see if there were any violations? A It doesn't show that when you go to that website. So you didn't go for in your -- Well, again, we originally got documents in regards to a list from the health department that told us about the various lead issues. Q Do you remember which one it was? A In regards to -- we only received the list of 24 lessors. I mean the one that you had concerns about

**thatO'Neil. J-A-M-E-S, O-'-N-E-I-L.** Q Thank you. Who's your current employer? A I work for SSAI. Q What does SSAI stand for? A Senior Service America, incorporated. Where are they located? In Blue Springs, Maryland Rural areas, their inventory. We're looking at tenants or landlords that have large Where are they located? 20 A In Blue Springs, Maryland inventories and tenants that have open orders.

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*Mr O'Neal testimony was inaccuracy, inconsistence at best. On cross examination, he testified that he provided a questionnaire an end of inspection. Responsive stated has this been so, he would have her signed so important form, knowing this may end up in court. He testified that the City of Milwaukee by way of mr. cole, The city of Milwaukee has their own lead base paint inspectors. Witness was very hesitant about how respondent name t got on his report, as Respondent do not have a large inventories of homes nor do respondent have no open lead orders.*

### **CONCLUSIONS**

Respondent has complied with The City of Milwaukee Lead Base Paint Rues. Respondent testified that she contacted The City of Milwaukee Lead Pant Program to inspect the properties to avoid lawsuits.

Respondent knows that the lead base paint rules protects her as well as the tenants. Respondent properties are locate in the low to no income areas. It is very did cult to set in stone what problems tenants will come with. I attempt some normalcy or routine when possible,, but life gets in the way.

Tenants often time cannot come up with moving or deposit after they signed the lease Respondent draw up the lease, date with the date it was typed, w/a reason. The only date that is valid is the effective date. Every lease that is dated and signed does not mean that tenant took possession, no one bother to ask me that. Such as Mr. Golf., the witness grace testified to. Also some leases are to show only. Tenants will have a family member get utilities in their name to help out. Such as 4908 n 40, the real tenant move in 2005 and still had a biding lease enforce He still received the data. the lead base paint rules and forms.

Respondent want to acknowledge that plaintiff or plaintiff counsel nor inspectors never spoke or address any issues with respondent , other than to harass, intimidated, threat of suing me for 58,000. And Provided false information, false statement. Such as random drawing to help, Claim not be wearing uniforms or caring a badge., Not having a complainant until 2 years later., Statement from Counsel "I now have a complainant", (should that have come first or I now have a judge) That problematic for me, especially when this organization is asking me for 58,000 and all my personal records. Claiming not to have knowledge of any City of Milwaukee input. Testimony proven that to be wrong. Also asking the telling the court report not to provide me with a copy of the transcript,.

Respondent also want the judge to note that none of the HUD/EPA rules that applied to my circumstances was noted or mention during the trial. Despite the fact that the witnesses came with such an array of skills, background, knowledge, training and experience. Counsel was not aware or had no knowledge of city of Milwaukee lead base paint certificate, Counsel stated to me why did you not tell me about that, we would not be here. , (Plaintiff Counsel assuming I am trying to be smart, I simply did not now he did not know) All my properties at that time had such a certificate,



Tom Barrett  
Mayor

Bevan K. Baker, CHE  
Commissioner of Health

Vivian T. Chen, MSW, ScD  
Health Operations Director



Health Department

Family and Community Health Services

Childhood Lead Poisoning Prevention Program (CLPPP) 841 N. Broadway, Rm. 118 Milwaukee, WI 53202  
Ph: (414) 286-0387 Fax: (414) 286-0715

web site: [www.milwaukee.gov](http://www.milwaukee.gov)

October 24, 2006

DESSIE BRUMFIELD  
3936 N 18TH ST  
MILWAUKEE, WI 53206

Dear Property Owner:

This letter is to inform you that your property, located at 2428 W BROWN ST is considered lead safe as of 8/30/2006. Safe work practices and quality workmanship were assured with daily monitoring by a state-certified lead risk assessor.

Enclosed are the final clearance wipes. This record of lead-based paint hazards and abatement must be made available to purchasers and tenants under the federal Residential Lead-Based Paint Hazard Reduction Act.

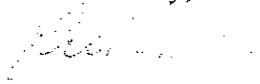
Dust wipe samples were taken at the conclusion of lead hazard reduction work to assure lead safety. The US Environmental Protection Agency (EPA) standards for safety are: 40 micrograms lead per square foot for floors, 250 micrograms lead per square foot for window sills and 400 micrograms lead per square foot for window troughs. Enclosed are the dust wipe results for your property. *While the results indicate that your property is lead safe, this is a temporary state.*

The contractor that performed lead hazard reduction work at your property has a one-year warranty. Please contact your Lead Abatement Company if you encounter work deficits.

The best way to assure that your property remains lead safe is by conducting biannual paint inspections and requiring your tenants to inform you of paint damage when it occurs. Paint damage or deterioration should be repaired as soon as possible to minimize the creation of lead hazards. Please remember to always use lead safe methods in your maintenance program. If you need support for a project that will disturb lead-based paint or to borrow a HEPA vacuum do not hesitate to call us.

Your participation in the lead hazard control program demonstrates your commitment to healthy homes and the eradication of childhood lead poisoning. We hope our program provided you with: education, consultation, motivation and resources to prevent lead hazards. Please, do not hesitate to send me an email or letter to let me know how well we are doing or your insights for improvement.

Yours truly,

  
Richard Gaeta  
Lead Hazard Prevention Manager  
[rgaeta@milwaukee.gov](mailto:rgaeta@milwaukee.gov)

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This inspector came to the property checked on finish work of the contractors and gave me this certificate Therefore: A: Prior to Federal or State implementation of section 402/404r,e inspections will not be required for target housing that was already inspected and found to be lead-based paint free by a certified inspector Additionally, the rule does not require the use of a Federal disclosure form as an attachment to sales and leasing contracts. States, sellers, landlords, and agents have flexibility to draft disclosure and acknowledgement attachments to fit their needs, provided that the attachments address the content requirements laid out in 24 CFR 35.92 and 40 CFR 745.113. Plaintiff, plaintiff's attorney, did state that during their search locate a certificate on N 28<sup>th</sup> Street.

RESPONDENT, asking the judge to rule in he favor and against the plaintiff. As Respondent civil rights has been violated **Amendment IV** The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized. Also there are serious implications that these two agents were impersonating a federal agents **Impersonation federal agents.**

Dessie Brumfield  
5067 N. 37<sup>th</sup> St  
Milwaukee, WI 5320622

Dessie Brumfield

11/10/12

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
BEFORE THE ADMINISTRATOR

Docket No. TSCA-05-2010-0014

In the Matter of  
Dessie L. Brumfield d/b/a Brumfield  
Properties, LLC,  
Respondent

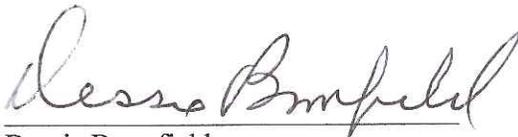
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PROTECTION AGENCY

CERTIFICATE OF SERVICE

I hereby certify that ON November 12, 2012 I sent by fedEx over night, express mail to Judge M. Lisa Buschmann Office of the Administrative Law Judges U.S. Environmental Protection Agency Mail Code 1900L 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460-2001 the original and one copy of COMPLAINANT POST-HEARING Brief for this civil administrative action, and issued to the court and complainant one copy by regular US Mail to



Dessie Brumfield  
Respondent/Defendant

Date 11-11-12