

5. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this CA, the issuance of the attached Final Order, and the enforcement of this CAFO.
6. For purposes of this proceeding only, Respondent hereby expressly waives any right to contest any issue of law or fact set forth in this CA and any right to appeal the accompanying FO.
7. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
8. Each party to this CA shall bear its own costs and attorney's fees.
9. EPA and EPA's Office of Administrative Law Judges have jurisdiction over this matter pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and 40 C.F.R. §§ 22.1(a)(5), 22.4 and 745.87.
10. In accordance with the *Consolidated Rules of Practice*, 40 C.F.R. § 22.13(b) and 22.18(b)(2) and (3), Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

Counts 1 and 2 **(Failure to Include Lead Warning Statement)**

11. 40 C.F.R. § 745.103 defines "lead-based paint" as paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter [mg/cm^2] or 0.5 percent by weight.
12. 40 C.F.R. § 745.103 defines "lead-based paint hazard" as any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.
13. 40 C.F.R. § 745.103 defines "lessee" as any entity that enters into an agreement to lease, rent, or sublease target housing, including, but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.
14. 40 C.F.R. § 745.103 defines "owner" as any entity that has legal title to target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations, except where a mortgagee holds

legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.

15. 40 C.F.R. § 745.103 defines “lessor” as any entity that offers target housing for lease, rent, or sublease, including, but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

16. Section 1004(23) of the RLBPHRA, 42 U.S.C. § 4851b(23), Section 401(14) of TSCA, 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103 define “residential dwelling” as: (1) a single-family dwelling, including attached structures such as porches and stoops; or (2) a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.

17. Section 1004(24) of the RLBPHRA, 42 U.S.C. § 4851b(24), and Section 401(15) of TSCA, 15 U.S.C. § 2681(15), define “residential real property” as real property on which there is situated one or more residential dwellings used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one or more persons.

18. Section 1004(27) of the RLBPHRA, 42 U.S.C. § 4851b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103 define “target housing” as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

19. Respondent is and was a limited liability corporation organized under the laws of the Commonwealth of Virginia with a primary business address of 1232 Northampton Road, Petersburg, Virginia, 23805.

20. Respondent is and was a person within the meaning of 40 C.F.R. § 745.103.

21. At all times relevant to the violations alleged herein, Respondent was the “owner” of certain real property in Petersburg, Virginia, including housing units located at 540 Halifax Street and 703 South Jones Street, and the “lessor” of such properties and housing units.

22. Each of the housing units described in Paragraph 21 herein consisted of real property on each of which was situated one building that was used as a home or residence for one or more persons.

23. Each building described in paragraph 22 herein was housing constructed prior to 1978.

24. At all times relevant to the violations alleged herein, each building described in paragraph 22 herein was not housing for the elderly or persons with disabilities and was not a 0-bedroom dwelling as provided in 40 C.F.R. § 745.103.

25. At all times relevant to the violations alleged herein, each building described in paragraph 22 herein contained one or more “residential dwelling(s)” and was “target housing” within the meaning of Section 1004(23) and (27) of the RLBPHRA, 42 U.S.C. § 4851b(23) and (27), Section 401(14) and (17) of TSCA, 15 U.S.C. § 2681(14) and (17), and 40 C.F.R. § 745.103.

26. On December 6, 2014, Respondent, in its capacity as an “owner” and “lessor” of the target housing described in paragraph 25 herein, entered into a written contract (“Lease #1”) with a “lessee” (“Lessee #1”), as those terms are defined at 40 C.F.R. § 745.103, to lease the target housing located at 540 Halifax Street, Petersburg, Virginia.

27. On March 3, 2015, Respondent, in its capacity as an “owner” and “lessor” of the target housing described in paragraph 25 herein, entered into a written contract (“Lease #2”) with “lessee” (“Lessee #2”), as those terms are defined at 40 C.F.R. § 745.103, to lease the target housing located at 703 South Jones Street, Petersburg, Virginia.

28. Neither Lease #1 nor Lease #2 was a “[l]ease[] of target housing that ha[s] been found to be lead-based paint free by an inspector certified under the Federal certification program or under a federally accredited State or tribal certification program,” as provided at 40 C.F.R. § 745.101(b).

29. Neither Lease #1 nor Lease #2 was a “[s]hort-term lease[] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

30. Neither Lease #1 nor Lease #2 was a “[r]enewal[] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

31. Lessee #1 had a child under the age of six (6) who resided in the leased premises of the 540 Halifax Street target housing during some or all of the term of Lease #1.

32. 40 C.F.R. § 745.113(b)(1) provides that each contract to lease target housing shall include, as an attachment or within the contract, a Lead Warning Statement with the following language: “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, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.”

33. Respondent failed to include a “Lead Warning Statement” containing the language set forth in and required by 40 C.F.R. § 745.113(b)(1) either as an attachment to or within each of Lease #1 and Lease # 2 as required by 40 C.F.R. § 745.113(b)(1).

34. Respondent's acts or omissions as set forth in paragraph 33 herein constitute two violations of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and the Disclosure Rule which are prohibited acts under Section 409 of TSCA, 15 U.S.C. § 2689, for which a penalty is assessable under Section 16 of TSCA, 15 U.S.C. § 2615.

Counts 3 and 4
(Failure to Include Lessor's Disclosure Statement)

35. The preceding paragraphs are incorporated by reference as if fully set forth at length herein.

36. 40 C.F.R. § 745.113(b)(2) provides, in relevant part, that each contract to lease target housing shall include, as an attachment or within the 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. 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.

37. Respondent failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards in such target housing, either as an attachment to or within Lease #1 and Lease #2, as required by 40 C.F.R. § 745.113(b)(2).

38. Respondent's acts or omissions as set forth in paragraph 37 herein constitute two violations of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and the Disclosure Rule which are prohibited acts under Section 409 of TSCA, 15 U.S.C. § 2689, for which a penalty is assessable under Section 16 of TSCA, 15 U.S.C. § 2615.

Counts 5 and 6
(Failure to Include Lessee's Statement Affirming Receipt)

39. The preceding paragraphs are incorporated by reference as if fully set forth at length herein.

40. 40 C.F.R. § 745.113(b)(4) provides, in relevant part, that each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessee affirming receipt of the information required by 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required by 15 U.S.C. [§ 2686].

41. Respondent failed to include as an attachment to or within Lease #1 and Lease #2 a statement by Lessee #1 and Lessee #2, respectively, affirming receipt of the information required

by 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard pamphlet required under 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4).

42. Respondent's acts or omissions as set forth in paragraph 41 herein constitute two violations of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and the Disclosure Rule which are prohibited acts under Section 409 of TSCA, 15 U.S.C. § 2689, for which a penalty is assessable under Section 16 of TSCA, 15 U.S.C. § 2615.

IV. CIVIL PENALTY

43. Section 1018 of the RLBPHRA, 42 U.S.C. § 4852d, authorizes the assessment of a civil penalty under Section 16 of TSCA, 15 U.S.C. § 2615, in the maximum amount of \$10,000 for each applicable violation of Section 1018 and any rule promulgated thereto. This amount has been adjusted to \$16,000 per violation under the *Civil Monetary Penalty Inflation Adjustment Rule* for violations occurring after January 12, 2009, as set forth in 40 C.F.R. Part 19.

44. In settlement of EPA's claims for civil monetary penalties for the violations of RLBPHRA alleged herein Respondent consents to the assessment of a civil penalty in the amount of **TWENTY-FOUR THOUSAND SIX HUNDRED AND THIRTY-THREE DOLLARS (\$24,633.00)**, which Respondent shall pay in accordance with the terms set forth below. Such civil penalty amount shall become due and payable immediately upon Respondent's receipt of a true and correct copy of this CAFO. If Respondent pays the entire penalty within thirty (30) calendar days of the date on which this CAFO is mailed or hand-delivered to Respondent, no interest will be assessed against the Respondent pursuant to 40 C.F.R. § 13.11(a)(1).

45. The aforesaid settlement amount is based on a number of factors, including, but not limited to, the facts and circumstances of this case, the statutory factors of Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), EPA's December 2007 *Section 1018 Disclosure Rule Final Enforcement Response Policy*, as amended, and the *Adjustment of Civil Monetary Penalties for Inflation*, 40 C.F.R. Part 19.

46. Respondent has certified that it will be unable to pay the civil penalty amount in full within thirty (30) calendar days of the date on which this CAFO is mailed or hand-delivered. Accordingly, Respondent has agreed to pay the civil penalty set forth in paragraph 44 herein plus interest of 1% per annum on the outstanding principal balance according to the following schedule:

1st payment is due within 30 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,000;

2nd payment is due within 60 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98;

3rd payment is due within 90 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98;

4th payment is due within 120 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98;

5th payment is due within 150 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98;

6th payment is due within 180 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98;

7th payment is due within 210 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98;

8th payment is due within 240 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98;

9th payment is due within 270 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98;

10th payment is due within 300 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98;

11th payment is due within 330 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98; and

12th payment is due within 360 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$2,067.98.

Under this repayment schedule, Respondent will pay the civil penalty of \$24,633 plus interest of \$114.78 as outlined in the chart below:

Payment	Principal	Interest	Payment Due
1	\$2,000.00	\$0.00	\$2,000.00
2	\$2,048.49	\$19.49	\$2,067.98
3	\$2,050.25	\$17.73	\$2,067.98
4	\$2,053.56	\$14.42	\$2,067.98
5	\$2,053.79	\$14.19	\$2,067.98
6	\$2,055.96	\$12.02	\$2,067.98
7	\$2,057.33	\$10.65	\$2,067.98

8	\$2,059.39	\$8.59	\$2,067.98
9	\$2,060.87	\$7.11	\$2,067.98
10	\$2,062.65	\$5.33	\$2,067.98
11	\$2,064.54	\$3.44	\$2,067.98
12	\$2,066.17	\$1.81	\$2,067.98
Total	\$24,633.00	\$114.78	\$24,747.78

47. Respondent shall remit payment of the civil penalty described in paragraph 44 herein and any interest, administrative fees and late payment penalties identified in paragraphs 48, 49, and 50 herein as follows:

- a. By mailing (*via first class U.S. Postal Service mail*) a certified check or cashier’s check payable to the “United States Treasury” to:

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

Contacts: Craig Steffen 513-487-2091
 Heather Russell 513-487-2044

- b. By overnight delivery of a certified check or cashier’s check payable to the “United States Treasury” to:

U.S. Environmental Protection Agency
 Government Lockbox 979077
 US EPA Fines & Penalties
 1005 Convention Plaza
 SL-MO-C2-GL
 St. Louis, MO 63101

Contacts: Craig Steffen 513-487-2091
 Heather Russell 513-487-2044

- c. By delivery of a certified check or cashier’s check payable to the “United States Treasury” in any currency drawn on a bank with no USA branches to:

Cincinnati Finance

US EPA, MS-NWD
26 W ML King Drive
Cincinnati, OH 45268-0001

- d. By electronic funds transfer (“EFT”) to the following account:

Federal Reserve Bank of New York
ABA: 021030004
Account No: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read:
“D 68010727 Environmental Protection Agency”

- e. By automated clearinghouse (“ACH”) to the following account:

US Treasury REX/Cashlink ACH Receiver
ABA: 051036706
Account 310006
Environmental Protection Agency
CTX Format
Transaction Code 22 -checking

- f. Online at: WWW.PAY.GOV/paygov/
Search for SFO 1.1 (for correct form).

- g. Additional payment penalty guidance is available at:

<https://www.epa.gov/financial/makepayment>

- h. All payments by Respondent shall reference the name and address of Respondent and the EPA Docket Number of this CAFO (TSCA-03-2018-0040). At the same time that any payment is made, Respondent shall send a copy of each check or written confirmation of each EFT, ACH or online payment to:

Janet E. Sharke
Senior Asst. Regional Counsel
U.S. EPA, Region III (3RC50)
1650 Arch Street
Philadelphia, PA 19103-2029

Regional Hearing Clerk
U.S. EPA, Region III (3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

48. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment or to comply with the conditions in this CA and the attached FO shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.

49. The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.

50. A late penalty payment of six percent (6%) per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

51. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the schedule set forth in Paragraph 46 the entire unpaid balance of the penalty and all accrued interest shall become due immediately, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for, and shall pay, administrative handling charges and late payment penalty charges as described in paragraphs 48, 49 and 50 herein in the event of any such failure or default.

52. Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this CA and the accompanying FO.

V. FULL AND FINAL SATISFACTION

53. This CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have against Respondent under Section 16 of TSCA, 15 U.S.C. § 2615, for the specific violations alleged herein.

VI. OTHER APPLICABLE LAWS

54. Nothing in this CAFO shall relieve Respondent of the obligation to comply with all applicable federal, state, and local laws and regulations. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

VII. RESERVATION OF RIGHTS

55. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the *Consolidated Rules of Practice*, 40 C.F.R. § 22.18(c). Further, EPA reserves any rights and remedies available to it under TSCA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO following its filing with the Regional Hearing Clerk.

VIII. CERTIFICATION OF COMPLIANCE

56. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it is currently in compliance with applicable provisions of TSCA, the RLBPHRA and 40 C.F.R. Part 745.

IX. PARTIES BOUND

57. This CA and the accompanying FO shall apply to and be binding upon EPA, Respondent and Respondent's successors, agents and assigns.

X. EFFECTIVE DATE

58. The effective date of this CA and the accompanying FO (after signature by the Regional Administrator of EPA, Region III, or his designee, the Regional Judicial Officer,) is the date on which such CAFO is filed with the Regional Hearing Clerk.

XI. ENTIRE AGREEMENT

59. This CA and the accompanying FO constitute the entire agreement and understanding of the Parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the parties other than those expressed in this CAFO.

XII. EXECUTION

60. The person signing this CA on behalf of Respondent acknowledges and certifies by her signature that she is fully authorized to enter into this CA and to legally bind Respondent to the terms and conditions of this CA and the accompanying FO.

For Respondent:

Date: Dec 12, 2017

By: Maxcine Monroe

Maxcine O. Monroe
Owner/Member
RentHousn4U LLC

For Complainant:

Date: 1/3/2018

By: Janet E. Sharke

Janet E. Sharke
Sr. Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA, Region III

After reviewing the foregoing Consent Agreement and other pertinent information, the Acting Director, Land and Chemicals Division, U.S. EPA, Region III, recommends that the Regional Administrator or the Regional Judicial Officer issue the Final Order attached hereto.

Date: 1-24-2018

By: Martha Shimkin

Martha Shimkin, Acting Director
Land and Chemicals Division
U.S. Environmental Protection Agency, Region III

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III

IN RE:)	
)	DOCKET NO. TSCA-03-2018-0040
RentlHousN4U LLC)	
1232 Northampton Road)	
Petersburg, VA 23805)	
)	FINAL ORDER
Respondent,)	
)	
540 Halifax Street)	Proceeding under Section 16(a) of
Petersburg, VA 23805)	the Toxic Substances Control Act,
)	15 U.S.C. § 2615(a)
703 South Jones Street)	
Petersburg, VA 23805)	
)	
Target Housing.)	


Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Respondent, RentlHousN4U LLC, have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22 (with specific reference to Sections 22.18(b)(2) and (3)). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, the statutory factors of Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), EPA's December 2007 *Section 1018 Disclosure Rule Final Enforcement Response Policy*, as amended, and the *Adjustment of Civil Monetary Penalties for Inflation*, 40 C.F.R. Part 19.

NOW, THEREFORE, PURSUANT TO Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **Twenty-Four Thousand Six Hundred and Thirty-Three Dollars (\$24,633.00)**, in accordance with the payment provisions set forth in the Consent Agreement, and comply with the terms and conditions of the Consent Agreement.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

Jan. 30, 2018
Date



Joseph J. Lisa
Regional Judicial and Presiding Officer
U.S. EPA Region III


CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, I hand-delivered to the Regional Hearing Clerk of the U.S. Environmental Protection Agency, Region III, the original and one copy of the foregoing Consent Agreement and Final Order, Docket No. TSCA-03-2018-0040 (“CA/FO”), and further, that I caused true and correct copies of the foregoing CA/FO to be transmitted via United Parcel Service overnight delivery to:

Maxcine O. Monroe
Rentlousn4U LLC
1232 Northampton Road
Petersburg, VA 23805

Nathaniel A. Scaggs, Esq.
Counsel for Respondent
Hill & Rainey
2425 Boulevard, Suite 9
Colonial Heights, VA 23834

1/31/18
Date




Janet E. Sharke
Senior Assistant Regional Counsel
U.S. EPA, Region III
Office of Regional Counsel (3RC50)
1650 Arch Street
Philadelphia, PA 19103-2029

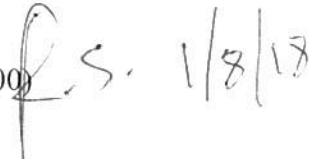
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103

SUBJECT: IMO: Rentlhousn4U LLC
U.S. EPA Docket No. TSCA-03-2018-0040
Consent Agreement/Final Order

DATE: JAN 24 2018

TO: Joseph J. Lisa  1-30-2018
Regional Judicial Officer

FROM: Martha Shimkin  1-24-18
Acting Director, Land and Chemicals Division (3LC00)

Mary B. Coe  1/8/18
Regional Counsel (3RC00)

We recommend that you sign the attached Final Order which accompanies the attached fully executed Consent Agreement. Pursuant to 40 C.F.R. § 22.13(b) and 22.18(b)(2) and (3), the filing of this Consent Agreement and Final Order will simultaneously commence and conclude a proceeding against Rentlhousn4U LLC (“Respondent”) for alleged violations of Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the Disclosure Rule, 40 C.F.R. Part 745, Subpart F, in connection with the leasing of certain pre-1978 housing in Petersburg, Virginia.

The parties have agreed to settle this matter for \$24,633. The penalty for the alleged violations was determined by considering the factors set forth at Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), and in accordance with 40 C.F.R. Part 19 and EPA’s December 2007 *Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy*.

cc: Counsel for Respondent
Nathaniel A. Scaggs, Esq.
Hill & Rainey
2425 Boulevard, Suite 9
Colonial Heights, VA 23834
NScaggs@hillrainey.com
804-526-8300 (phone)
804-526-2872 (fax)

