

PUBLIC INTEREST LAW CENTER
By: Daniel Urevick-Ackelsberg, Esquire
Atty. ID No.: 307758
dackelsberg@pubintl.org
By: Jennifer R. Clarke, Esquire
Atty. ID No.: 49836
jclarke@pubintl.org
1709 Benjamin Franklin Parkway
2nd Floor
Philadelphia, PA 19103
215-627-7100

COMMUNITY LEGAL SERVICES
By: Michael Carroll, Esquire
Atty. ID No.: 27969
mcarroll@clsphila.org
1424 Chestnut Street
Philadelphia, PA 19102
215-981-3700

YAZMIN VAZQUEZ
531 E. Indiana Avenue,
Philadelphia, PA 19134

Plaintiff,

v.

MARC A. GILBERT
510 W. 110th Street 1A,
New York, NY 10025

and

OBARA INVESTMENT REALTY
ADVISORS, LLC
1508 W. Seybert Street,
Philadelphia, PA 19121,

Defendants.

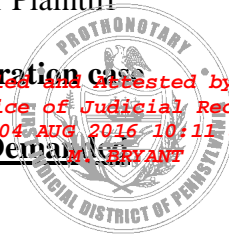
Attorneys for Plaintiff

This is not an arbitration case

*Filed and Attested by the
Office of Judicial Records*

04 AUG 2016 10:11 am

Jury Trial Demand



COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

CIVIL DIVISION

_____ TERM, 2016

NO.

NOTICE TO DEFEND

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Philadelphia Bar Association
Lawyer Referral and Information Service
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107-2911
Telephone: (215) 238-6333

AVISO

Lo(a) han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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COMPLAINT—CIVIL ACTION

INTRODUCTORY STATEMENT

1. Each year, approximately 30,000 Philadelphians are sued in landlord-tenant court.

They are often poor, unrepresented, and unequipped to assert their legal rights under state and local law.

2. That these tenants regularly proceed without counsel creates a dramatic power imbalance in both landlord-tenant court and in the Philadelphia rental market. Landlords, their attorneys, or their property managers may demand money and possession when they have no legal right to do so, all the while making clear misstatements about the conditions of substandard properties in which tenants live. And with few lawyers regularly representing poor tenants, little about this dynamic changes.

3. The underlying eviction suit against the plaintiff in this action is emblematic of this problem. In December 2013, Yazmin Vazquez, a low-income Philadelphian and caregiver for her two year-old nephew, rented an apartment from Marc Gilbert, a New York-based landlord. That apartment was unlicensed, vermin-infested, without working heat, and had raw sewage leaking in the basement. When Ms. Vazquez complained about the unsanitary and unsafe conditions of her apartment—both to Philadelphia officials and to Gilbert and his property management company—the defendants engaged in a harassment campaign against her, attempting to dispossess her through self-help measures outside of the law, and when that failed, by filing an eviction complaint against her that contained multiple misrepresentations and demanded rent and other charges that she did not owe.

4. Ms. Vazquez now brings suit, under Pennsylvania and local law, to recover damages exceeding \$50,000, for, among other things, past rent paid, out-of-pocket expenses, consequential damages, emotional distress, punitive damages, and fees and costs.

PARTIES

5. Plaintiff Yazmin Vazquez is a Philadelphia resident, currently residing at 531 E. Indiana Avenue, Philadelphia, PA 19134.

6. Ms. Vazquez is a low-income resident of Philadelphia. While she has no children, she spent approximately the last two years caring for her nephew, doing so from the time he was one month old, as well as for her mother, a woman who suffers from diabetes, asthma, and cardiac ailments.

7. Defendant Marc A. Gilbert is the record owner of 1122 W. Loudon Street, Philadelphia, PA 19141.

8. A resident of New York City, Gilbert is an owner of various properties in low-income neighborhoods in Philadelphia, and on at least seven occasions he has been sued by the City of Philadelphia for his failure to comply with Philadelphia laws regulating the licensing and maintenance of his rental properties. He currently resides at 510 W. 110th Street 1A, New York, NY 10025.

9. Defendant Obara Investment Realty Advisors, LLC (“Obara Investment”) is a Pennsylvania-based Limited Liability Corporation, with a current address of 1508 W. Seybert Street, Philadelphia, PA 19121.

FACTS

The Conditions at 1122 W. Loudon

10. In December 2013, Ms. Vazquez moved into a second floor apartment at 1122 W. Loudon Street (“the Apartment”), part of a two-story property owned by Gilbert.

11. When Ms. Vazquez moved in, Gilbert did not have a rental license for the Apartment, as required by Philadelphia law. *See* Phila. Code § 9-3902(1)(a).

12. He did not acquire such a license until July of 2015, twenty months into Ms. Vazquez’s tenancy.

13. Gilbert never provided Ms. Vazquez a Certificate of Rental Suitability, as required by the Philadelphia Code. *See* Phila. Code § 9-3903(1)(a).
14. Gilbert never provided Ms. Vazquez with an attestation as to the suitability of the unit. *See id.*
15. Gilbert never provided Ms. Vazquez the Partners for Good Housing Handbook, also required by the Code. *See id.*
16. By the end of her first night in the property, Ms. Vazquez realized that the heating system was not heating the Apartment, and told this to Gilbert.
17. On or around January 4, 2014, Gilbert arrived at the Apartment to collect a security deposit and rent from Ms. Vazquez.
18. Gilbert did not fix the inoperable heating system. Instead, he brought Ms. Vazquez a single space heater, to heat a four room, one bathroom apartment.
19. Ms. Vazquez continued to ask Gilbert to repair the heating system. He never did, and over the course of three winters, Ms. Vazquez obtained warmth from up to five space heaters at the same time, four of which she paid for herself.
20. The Apartment was infested by mice and roaches, windows were cracked, light fixtures were defective, the stove did not work properly, smoke detectors were not properly installed, and for months, raw sewage was leaking in the basement.
21. Ms. Vazquez notified Gilbert of the conditions of the Apartment, but he failed to remedy them.
22. Gilbert and Ms. Vazquez had a written lease for the property. *See* Ex. A.
23. The lease provides that utilities were to be included. *See* Ex. A at 2 ¶9.
24. Gilbert did not, in fact, pay the electrical or gas service.

25. In spring 2015, Ms. Vazquez was unable to keep up with her gas bills and PGW turned off her service. For months thereafter, Ms. Vazquez did not have hot water, causing her to bathe herself with water heated from an electric stove.

26. When the weather turned cold or when the sewage smell grew stronger, Ms. Vazquez placed her nephew at night in the care of others, so that he could sleep in a warmed room, be bathed in warm running water, and would not have to inhale the smell of sewage.

27. Ms. Vazquez entered into a payment plan with PGW in October 2015. Even then, however, the heating system was not fixed.

28. Until in or around fall 2015, Gilbert actively managed the property and personally collected the rent.

29. In fall 2015, Gilbert contracted with Defendant Obara Investment to manage the property, conduct needed repairs, and collect rent.

30. Most of Obara Investment's work was carried out by its employee and authorized agent, Kwame Johnson.

31. Ms. Vazquez made repeated requests to Johnson that he repair the heater and other deficiencies in the Apartment, but he failed to do so.

32. During the entire period of Ms. Vazquez's tenancy, the heating system failed to actually heat the Apartment.

33. The conditions in the Apartment greatly affected Ms. Vazquez's mental and physical health.

34. The smell of raw sewage made Ms. Vazquez sick to her stomach.

35. The smell of raw sewage made Ms. Vazquez feel depressed and isolated in the Apartment, because she was embarrassed to have anyone come into her home.

36. The conditions in the Apartment, and how they impacted her ability to care for her nephew and for her mother, caused Ms. Vazquez intense anguish.

37. When Ms. Vazquez had to take her nephew to stay with others, due to the conditions in the Apartment, he would cry upon her leaving. These moments caused her to feel intense guilt and to feel worthless.

38. Ms. Vazquez believes the cold of the Apartment caused her mother to become ill, and forced her into the hospital. This caused Ms. Vazquez to feel intense anger, guilt, and shame.

39. The conditions of the Apartment had a considerable impact on Ms. Vazquez's mental well-being in other ways.

40. Ms. Vazquez would clean the Apartment compulsively each day, hear rodents throughout the Apartment at night, and wake up to fresh droppings and the need to start cleaning again.

41. In total, the conditions of the Apartment made Ms. Vazquez physically ill, unable to sleep, gave her nightmares, caused her to cry frequently and to gain weight, and otherwise made her feel extremely depressed and anxious.

The Legal Process Begins

42. In January 2016, Ms. Vazquez complained to the City of Philadelphia's Department of Licenses and Inspections ("L&I") about the defendants' failure to remedy the Apartment's substandard conditions.

43. On January 27, 2016, Ms. Vazquez emailed Johnson, informing him that she would move out of the Apartment by the end of February 2016.

44. On February 4, 2016, an inspector from L&I visited the property, and found numerous violations, including, among other things, vermin infestation caused by rodent burrows and inadequate heat.

45. L&I also cited Gilbert for having an unauthorized apartment on the first floor.

46. On or around February 25, 2016, Johnson met with Ms. Vazquez at the Apartment. He told her that the defendants wanted her to continue living there, offering that they would lower her rent, while promising to make needed repairs. On this basis, Ms. Vazquez agreed to remain in the Apartment.

47. On February 25, 2016, L&I reinspected the Apartment, and cited its inoperable heater, mice and roach infestations, a malfunctioning stove and light fixtures, cracked windows, and raw sewage in the basement. *See* Ex. B.

48. Based upon these violations, L&I found the property to be “unfit for human occupancy.” *See id.* at 3.

49. Upon information and belief, on February 29, 2016, notice of the violations was sent to Gilbert, alerting him that the property was to be reinspected in March.

50. In early March, Johnson returned to the property and told Ms. Vazquez that Gilbert had rejected the proposal that Johnson had made for Ms. Vazquez to stay.

51. Johnson stated that they would instead find a tenant who would pay rent and not complain.

52. On March 11, 2016, L&I returned to the property and found the same conditions. *See* Ex. C.

53. L&I sent a “final warning” to Gilbert on March 15, 2016. *See id.*

54. On or around March 21, 2016, Johnson delivered a notice to quit the Apartment to Ms. Vazquez, alleging that she was delinquent in her rent. *See Ex. D.*

55. The notice was signed by Obara Investment Managing Partner Joe Quinones.

56. The notice threatened that if Ms. Vazquez did not pay within three days, an eviction would be filed against her, and that she would be responsible for court costs, plus an “eviction filing fee of \$150 and court appearance fee of \$250.” *See id.*

57. The letter also threatened that an eviction would be a permanent mark on her credit.

58. Ms. Vazquez, in fact, owed no rent as a matter of law, because Gilbert never secured a Certificate of Rental Suitability, and because the Apartment was not fit to be lived in.

59. Ms. Vazquez did not owe an “eviction filing fee” or a “court appearance fee,” because those charges were not authorized under contract or statute.

60. There was no legal authority for the defendants to give Ms. Vazquez only three days notice. The written lease expressly provides that Ms. Vazquez was to receive thirty days notice. *See Ex. A at 5 ¶23.*

61. Defendants, however, acted before three days expired. On or around the early morning hours of the next day, March 23, an Obara Investment employee arrived at the Apartment, and attempted to change Ms. Vazquez’s locks and lock her out of the Apartment.

62. When Ms. Vazquez threatened to call the police, the employee left.

63. Self-help evictions are prohibited by law, and in Philadelphia, are punishable by ninety days imprisonment. *See Phila. Code. § 9-1605.*

64. At or around this time, Ms. Vazquez went to a tenants’ rights organization, which informed her of Philadelphia landlord-tenant laws.

65. With knowledge of Philadelphia law, and in response to the actions of the defendants, Ms. Vazquez filed a complaint with the Philadelphia Fair Housing Commission against the defendants. She alleged unfair rental practices and retaliation for her reporting of violations to L&I.

66. When Ms. Vazquez returned to the Apartment after filing the Fair Housing Commission complaint, Johnson and Quinones were both there. They were attempting to change her locks illegally for a second time.

67. Ms. Vazquez pleaded for Johnson and Quinones to leave and informed them that she had filed the Fair Housing Commission complaint.

68. After a prolonged confrontation, Ms. Vazquez promised to move out of the Apartment on March 28, 2016. Johnson and Quinones left the premises.

69. On March 28, 2016, Ms. Vazquez moved out of the Apartment. While she was moving out, an Obara Investment employee inspected the Apartment, and relayed the conditions to Johnson over the phone.

70. Upon completion of the inspection, Ms. Vazquez handed over her keys.

71. On April 1, 2016, Gilbert, through Johnson, filed an eviction suit against Ms. Vazquez. *See Ex. E.*

72. Pursuant to the records of the Pennsylvania Disciplinary Board, Johnson is not a licensed attorney.

73. Instead, pursuant to Municipal Court Rules, Johnson filed the complaint as Gilbert's authorized representative. *See Phila. M.C.R. Civ. P. Nos. 102, 131*

74. The complaint falsely stated that Gilbert had no knowledge of any outstanding L&I violations, that the Apartment was fit for its intended use, and that Ms. Vazquez refused to surrender possession of the property.

75. The complaint falsely stated that the attached notice to quit was the same that had been sent to Ms. Vazquez.

76. The notice attached to the complaint said that Ms. Vazquez would have ten days to quit the Apartment, rather than the three days provided in the notice Ms. Vazquez actually received. *Compare* Ex. D with Ex. F.

77. The complaint demanded rent that was not owed, and demanded the same “eviction fee” and “court appearance fee” with which Obara Investment had threatened Ms. Vazquez.

78. Johnson told Ms. Vazquez that he would withdraw the eviction complaint if she withdrew her complaint with the Fair Housing Commission.

79. On May 11, 2016, the Fair Housing Commission heard testimony and entered an order against Gilbert and Obara Investment.

80. Among other things, that order stated that the eviction was retaliatory, that the Apartment was unlicensed for most of Ms. Vazquez’s tenure, that Ms. Vazquez was never given a Certificate of Rental Suitability, and that the defendants constructively evicted her. *See* Ex. G.

81. The defendants did not appeal that decision within thirty days, rendering it final and unappealable.

82. The pursuit of the eviction action against her by the defendants caused Ms. Vazquez to experience additional stress, anxiety, sleeplessness, anger, and depression.

83. On May 20, 2016, Ms. Vazquez appeared in landlord-tenant court to defend herself against Gilbert's eviction.

84. Mr. Johnson appeared and sat in court for approximately fifteen minutes.

85. Upon being notified that Ms. Vazquez had counsel, and minutes before a judge was to appear, he withdrew the case and left court. Upon information and belief he stated to court staff that he had a family emergency.

86. To this date, the eviction complaint against Ms. Vazquez has not been re-filed.

**COUNT I: VIOLATION OF PHILADELPHIA CODE §§ 9-3902, 9-3903
(Yazmin Vazquez v. Marc A. Gilbert)**

87. Ms. Vazquez incorporates paragraphs 1 through 86 by reference.

88. Section § 9-3902 of the Philadelphia Code requires that all rental properties be licensed, and states that “[n]o person shall collect rent . . . unless a valid rental license has been issued for the property.” Phila. Code § 9-3902(1)(a).

89. The Code further requires that a landlord “shall, at the inception of each tenancy, provide to the tenant a Certificate of Rental Suitability that was issued by the Department no more than sixty days prior to the inception of the tenancy. The owner shall at the same time provide the tenant a copy of the owner’s attestation to the suitability of the dwelling unit as received by the Department pursuant to § 9-3903(2)(b)(iii), and a copy of the ‘City of Philadelphia Partners for Good Housing Handbook.’” *Id.* at § 9-3903(1)(a).

90. The failure to comply with each of the above provisions prohibits a landlord from “collecting rent during or for the period of noncompliance,” and provides a private right of action to enforce the law. *Id.* at § 9-3901(4)(e)-(f).

91. Gilbert failed to comply with § 9-3902 from December 2013 through June of 2015, because he had no license for the Apartment.

92. Gilbert failed to comply with § 9-3903 because he never provided Ms. Vazquez a Certificate of Rental Suitability, his attestation as to the suitability of the Apartment, or the Partners for Good Housing Handbook.

93. Gilbert's failure to comply with §§ 9-3902 and 9-3093 caused harm to Ms. Vazquez. He collected approximately \$16,250 in rent when he was prohibited from doing so, and his failure to provide a Certificate of Rental Suitability, an attestation as to the suitability of the property, and a Handbook, all prevented Ms. Vazquez from being alerted her to her rights under state and local law to live in a habitable property.

94. Wherefore, Ms. Vazquez demands judgment in her favor and against Gilbert, including for a return of all moneys paid for rent of 1122 W. Loudon Street, and other such relief as the Court deems appropriate.

COUNT II: BREACH OF CONTRACT
(Yazmin Vazquez v. Marc A. Gilbert)

95. Ms. Vazquez incorporates paragraphs 1 through 94 by reference.

96. Gilbert and Ms. Vazquez had a written lease for the property. *See* Exhibit A.

97. Implied in each lease in Pennsylvania is a warranty of habitability.

98. Gilbert breached the warranty of habitability, and thus the lease, because the Apartment was unfit for human habitation.

99. The lease provides that utilities were to be included.

100. Gilbert breached the lease by failing to provide gas or electrical services.

101. Gilbert's repeated breach of the contract was malicious, wanton, willful, reckless, and oppressive.

102. Ms. Vazquez's emotional distress and mental suffering, caused by Gilbert's breach, was a particularly likely consequence of his breach.

103. Gilbert's breach caused damages to Ms. Vazquez, including, but not limited to, moneys paid that Gilbert was not owed, utilities paid that Gilbert was supposed to pay, emotional distress, and humiliation.

104. The lease also provides that any prevailing party in an action brought to enforce any provision of the lease shall collect reasonable attorneys fees and costs.

105. Wherefore, Ms. Vazquez demands judgment in her favor and against Gilbert, reflecting the difference between the rent she paid and the diminution in value of the Apartment during her tenancy and the utilities that she paid, moneys she paid in attempts remedy the conditions in the Apartment, consequential damages for her humiliation and distress, reasonable attorneys fees, costs, and other such relief as the Court deems appropriate.

**COUNT III: FAIR CREDIT EXTENSION UNIFORMITY ACT
(Yazmin Vazquez v. Marc A. Gilbert and Obara Investment Realty Advisors, LLC)**

106. Ms. Vazquez incorporates paragraphs 1 through 105 by reference.

107. The moneys demanded by Gilbert and Obara Investment, both in the notice to quit and in the eviction suit, constitute debts under the Pennsylvania Fair Credit Extension Uniformity Act (FCEUA), in that they result from a "lease [of] real or personal property for personal, family or household purposes." 73 P.S. § 2270.3.

108. The notice to quit, the eviction complaint, and the attempts to lock Ms. Vazquez out of the Apartment, each constitute communications under the FCEUA.

109. Under the FCEUA, Gilbert, as one to whom a debt is owed, is a creditor.

110. Under the FCEUA, Obara Investment, as Gilbert's agent and property manager, is also a creditor.

111. The defendants "engage[d] in . . . conduct the natural consequence of which [wa]s to harass, oppress or abuse [Ms. Vazquez] in connection with the collection of a debt," 73

P.S. § 2270.4(b)(4), “use[d] . . . false, deceptive [and] misleading representation or means in connection with the collection of [a] debt,” *id.* at § (b)(5), and “use[d] unfair or unconscionable means to collect or attempt to collect any debt” by numerous methods, *id.* at § (b)(5), including, but not limited to:

- a. demanding back rent in the notice to quit that was not owed;
- b. demanding charges incidental to any rent obligation that were not expressly permitted by the lease or permitted by law;
- c. falsely stating that Ms. Vazquez only had three days to cure any alleged delinquency;
- d. falsely stating that an eviction would be a “permanent mark on [her] credit”;
- e. making multiple false and misleading statements in the eviction complaint, including about moneys owed, the status of the Apartment as fit for its intended purpose, the supposed lack of outstanding L&I violations, and the attachment of a notice to quit that was not, in fact, the notice to quit sent to Ms. Vazquez;
- f. making numerous harassing phone calls and text messages about the eviction; and
- g. attempting on multiple occasions to lock Ms. Vazquez out of her apartment over the alleged debts.

112. In the alternative, Obara Investment, is a debt collector, “acting on behalf of a creditor, engaging or aiding directly or indirectly in collecting a debt owed or alleged to be owed a creditor or assignee of a creditor.” 73 P.S. § 2270.3.

113. Under the FCEUA, any debt collector is liable for the same actions that violate the federal Fair Debt Collections Practices Act.

114. And as a debt collector, Obara Investment’s actions, described more fully above, gave a “false representation of the character, amount, or legal status of [a] debt” and of “any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt,” 15 U.S.C. § 1692e(2), threatened to take an “action that cannot legally be taken,” *id.* at § (6), and “use[d a] false representation or deceptive means to collect or attempt to collect [a] debt,” *id.* at § (10).

115. Accordingly, Obara Investment’s conduct as a debt collector violated the FCEUA.

116. Ms. Vazquez suffered actual damages as a result of the defendants’ actions, including, but not limited to, costs incurred to defend the underlying eviction suit.

117. The FCEUA provides for trebled damages, statutory damages, and reasonable attorneys fees.

118. Wherefore, Ms. Vazquez demands judgment in her favor and against the defendants, three times her damages, statutory damages, attorneys fees, and other such relief as the Court deems appropriate.

**COUNT IV: UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW
(Yazmin Vazquez v. Marc A. Gilbert)**

119. Ms. Vazquez incorporates paragraphs 1 through 118 by reference.

120. The Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”) prohibits “[p]assing off goods or services as those of another,” “[r]epresenting that goods or services have . . . characteristics, . . . uses, [and] benefits . . . that they do not have,” “[r]epresenting that goods or services have “approval [or] status . . . that they do not have,” and “[e]ngaging in . . . fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.” 73 P.S. § 201-2(4).

121. The UTPCPL applies to rental transactions.

122. Gilbert violated the above provisions by, among other things:
- a. falsely implying that the Apartment was a legal rental;
 - b. demanding and collecting rent that he was not owed;
 - c. telling Ms. Vazquez that he would fix the heater and other deficiencies in the Apartment despite no intention to do so; and
 - d. continually and systematically breaching the warrant of habitability.

123. Ms. Vazquez reasonably relied on the implied and actual representations of Gilbert.

124. As a result of the misrepresentations and deceptive conduct of Gilbert, Ms. Vazquez suffered ascertainable loss, including approximately \$16,250 in rent and unreturned security deposits, plus additional unpaid utilities.

125. The UTPCPL provides for trebled damages and reasonable attorneys fees.

126. Wherefore, Ms. Vazquez demands judgment in her favor against Mr. Gilbert, including trebled damages, reasonable attorneys fees, and other such relief as the Court deems appropriate.

COUNT V: WRONGFUL USE OF CIVIL PROCEEDINGS
(Yazmin Vazquez v. Marc A. Gilbert and Obara Investment Realty Advisors, LLC)

127. Ms. Vazquez incorporates paragraphs 1 through 126 by reference.

128. The defendants knew (or were grossly negligent in their ignorance) that the eviction suit filed against Ms. Vazquez was baseless and without cause.

129. Johnson, in filing the suit, did so as the agent of Obara Investment, and on behalf of Gilbert.

130. The defendants, through Johnson, withdrew the claim when they realized Ms. Vazquez had counsel, and as of this date, have not refiled the case.

131. The filing of the lawsuit caused Ms. Vazquez emotional distress and anguish.

132. The filing of the lawsuit caused Ms. Vazquez to incur limited economic damages.

133. The conduct of the defendants in filing the suit was malicious, wanton, willful, reckless, and oppressive.

134. Wherefore Ms. Vazquez demands judgment in her favor, her actual damages, her expenses from defending the suit, including her attorneys fees, compensation for her emotional distress, punitive damages, and other such relief as the Court deems appropriate.

COUNT VI: ABUSE OF PROCESS
(Yazmin Vazquez v. Marc A. Gilbert and Obara Investment Realty Advisors, LLC)

135. Ms. Vazquez incorporates paragraphs 1 through 134 by reference.

136. The defendants commenced a legal process—the eviction complaint—against Ms. Vazquez.

137. The purpose of the complaint was not to evict Ms. Vazquez, who had already surrendered control of the Apartment and owed no money as a matter of law.

138. Instead, complaint was filed for an illegitimate purpose: to have her withdraw her complaint filed with the Fair Housing Commission.

139. The eviction complaint caused Ms. Vazquez emotional distress and anguish.

140. The eviction complaint caused Ms. Vazquez to incur limited economic damages.

141. The conduct of the defendants in filing the suit was malicious, wanton, willful, reckless, and oppressive.

142. Wherefore Ms. Vazquez demands judgment in her favor, her actual damages, her expenses from defending the suit, including her attorneys fees, compensation for her emotional distress, punitive damages, and other such relief as the Court deems appropriate.

JURY DEMAND

143. Ms. Vazquez demands a trial by jury on all appropriate issues.

Dated: August 4, 2016

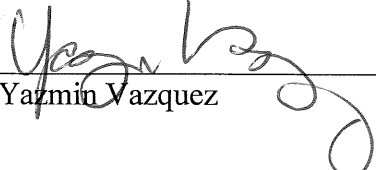
/s/ Daniel Urevick-Ackelsberg
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VERIFICATION

I, Yazmin Vazquez, depose and state subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities that I am the Plaintiff in this matter and the allegations set forth herein are true and correct to the best of my knowledge, information, and belief.

Dated: 7-28-16


Yazmin Vazquez