

Northampton County Reporter

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VOL. LIX

EASTON, PA February 9, 2017

NO. 58

Phyllis M. Ziello, Plaintiff v. Diane Brennan and Kerri Gleason, Defendants
Phyllis M. Ziello, Plaintiff v. Diane Brennan, Defendant

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NOTICE TO THE BAR...

**U.S.D.C. Eastern District of Pennsylvania Appoints New
Clerk of Court**

See page 13.

* * * * *

N.C. Reporter Deadline Change

Due to the Presidents' Day holiday, the deadline for the February
23, 2017 issue of the Reporter is due on Friday, February 17 @ 12:00
p.m.

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The Northampton County Reporter will be published every Thursday by the Northampton County Bar Association, 155 South Ninth St., Easton, PA 18042-4399. All legal notices relating to the business of the county, are required by rule of Court, to be published in this Journal. All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes to content.

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Editor

NOTICE TO NCBA MEMBERS – BAR NEWS

High School Mock Trial Program – We Need Your Help!

If you are available to help as a juror with the Mock Trial program, please complete the form inside to indicate which dates you are available.

We appreciate any time you can volunteer to help out!

**United States District Court, Eastern District of Pennsylvania
Appoints New Clerk of Court**

See page 13.

Barristers Boast

Have you received an honor or award for community work? Do you have a new grandchild? Have you heard good news about one of your NCBA colleagues that should be shared?

Good news items about fellow members should be sent to:
marybeth@nrcobar.org.

All you need is love. But a little chocolate now and then doesn't hurt.
~ Charles M. Schulz

ESTATE AND TRUST NOTICES

Notice is hereby given that, in the estates of the decedents set forth below, the Register of Wills has granted letters testamentary or of administration to the persons named. Notice is also hereby given of the existence of the trusts of the deceased settlors set forth below for whom no personal representatives have been appointed within 90 days of death. All persons having claims or demands against said estates or trusts are requested to make known the same, and all persons indebted to said estates or trusts are requested to make payment, without delay, to the executors or administrators or trustees or to their attorneys named below.

FIRST PUBLICATION**BARNES, BETSY, dec'd.**

Late of the Borough of Nazareth, Northampton County, PA
Administratrix: Cynthia Bamford, 17 Valley View Road, Washington, NJ 07882
Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064

BERTIE, AUGUST K., dec'd.

Late of the Township of Palmer, Northampton County, PA
Administratrix: Helen S. Bertie c/o Dionysios C. Pappas, Esquire, Vasiliadis & Associates, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020
Attorneys: Dionysios C. Pappas, Esquire, Vasiliadis & Associates, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020

BOROWSKI, GEORGE J., SR. a/k/a GEORGE J. BOROWSKI, dec'd.

Late of the City of Easton, Northampton County, PA

Executor: George J. Borowski, Jr. c/o Carla J. Thomas, Esquire, Attorney-at-Law, 716 Washington St., Easton, PA 18042

Attorney: Carla J. Thomas, Esquire, Attorney-at-Law, 716 Washington St., Easton, PA 18042

DeALESSI, LAURA, dec'd.

Late of the Township of Washington, Northampton County, PA
Executrix: Debra DeAlessi-Lunburg c/o Brian M. Monahan, Esquire, 701 Washington Street, Easton, PA 18042

Attorney: Brian M. Monahan, Esquire, 701 Washington Street, Easton, PA 18042

deWOLFE, JOHN R., dec'd.

Late of Bethlehem, Northampton County, PA

Executrix: Mary E. Rucker c/o Michael Santanasto, Esquire, 210 E. Broad Street, Bethlehem, PA 18018

Attorney: Michael A. Santanasto, Esquire, 210 E. Broad Street, Bethlehem, PA 18018

DOBOS, ELIZABETH L., dec'd.

Late of Easton, Northampton County, PA

Executor: Stephen Dobos, Jr. c/o Karl H. Kline, Esquire, Fitzpatrick Lentz & Bubba, P.C., 4001 Schoolhouse Lane, P.O. Box 219, Center Valley, PA 18034-0219

Attorneys: Karl H. Kline, Esquire, Fitzpatrick Lentz & Bubba, P.C., 4001 Schoolhouse Lane, P.O. Box 219, Center Valley, PA 18034-0219

GHIA, PRADEEP S. a/k/a PRADEEP SUJANMAL GHIA, dec'd.

Late of Easton, Northampton County, PA

Executor: Jyoti Jain c/o Noonan Law Office, 526 Walnut St., Allentown, PA 18101

Attorneys: Noonan Law Office, 526 Walnut St., Allentown, PA 18101

GILIO, MABEL P., dec'd.

Late of 709 Seip Avenue, Nazareth, Northampton County, PA

Executrix: Susan Gilio c/o Linda S. Luther-Veno, Esquire, 2204 Walbert Avenue, Allentown, PA 18104

Attorney: Linda S. Luther-Veno, Esquire, 2204 Walbert Avenue, Allentown, PA 18104

GORSKI, FRANCIS A., dec'd.

Late of Lower Saucon Township, Northampton County, PA

Executor: Richard D. Gorski, Esquire, 2029 West Union St., Allentown, PA 18104

Attorney: Richard D. Gorski, Esquire, 2029 West Union St., Allentown, PA 18104

GRACIANI, SHELLY J. a/k/a SHELLY GRACIANI, dec'd.

Late of the Borough of Northampton, Northampton County, PA

Executors: Joel C. Graciani, 433 Stockton Street, Hightstown, NJ 08520 and Manuel A. Lugo, 3529 Lord Byron Drive, Bethlehem, PA 18017

Attorney: Paul J. Harak, Esquire, 1216 Linden Street, P.O. Box 1409, Bethlehem, PA 18016

HAWK, DOLORES R., dec'd.

Late of the Borough of Nazareth, Northampton County, PA

Executrix: Melody Anne Hawk c/o Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299

Attorney: Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299

HIRSCHMAN, SHIRLEY M., dec'd.

Late of 33 School Road, Northampton, Northampton County, PA

Executrix: Kathy L. Grube, 8239 Valley View Road, Northampton, PA 18067

Attorneys: Joshua D. Shulman, Esquire, Shulman & Shabbick, 1935 Center Street, Northampton, PA 18067

HUMPHREYS, SHAREN L. a/k/a SHAREN L. SCHRAMEL, dec'd.

Late of Bath, Northampton County, PA

Executor: Keith A. Humphreys c/o Wendy A. Nicolosi, Esquire, Broughal & DeVito, L.L.P., 38 West Market Street, Bethlehem, PA 18018

Attorneys: Wendy A. Nicolosi, Esquire, Broughal & DeVito, L.L.P., 38 West Market Street, Bethlehem, PA 18018

KOPACH, MARY J., dec'd.

Late of the Borough of Nazareth, Northampton County, PA

Executrices: Constance M. Sakasits, Monica M. Albert and Sherri L. Stump c/o Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299

Attorney: Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299

OWENS, DOROTHY J., dec'd.

Late of Bethlehem, Northampton County, PA

Executor: James G. Owens c/o Larry R. Roth, Esquire, The Roth

Law Firm, 123 North Fifth Street,
Allentown, PA 18102

Attorneys: Larry R. Roth, Esquire,
The Roth Law Firm, 123 North
Fifth Street, Allentown, PA 18102

PERSON, JUDITH A., dec'd.

Late of Moore Township,
Northampton County, PA

Executors: Kevin David Person
and Constance S. Nicholas c/o
Paul A. Florenz, Esquire, Kolb,
Vasiliadis and Florenz, LLC, 60
West Broad Street, Ste. 303,
Bethlehem, PA 18018-5721

Attorneys: Paul A. Florenz,
Esquire, Kolb, Vasiliadis and
Florenz, LLC, 60 W. Broad St.,
Ste. 303, Bethlehem, PA 18018-
5721

POPE, MARGARET C., dec'd.

Late of Nazareth, Northampton
County, PA

Trustees: Joseph R. Pope, Jr., 72
Stryker Court, Bridgewater, NJ
08807 and Steven G. Pope, 3
Sussex Street, Hicksville, NY
11801

Attorney: Vaughn A. Terrinoni,
Esquire, 3976 Township Line
Road, Bethlehem, PA 18020

SCHMIDT, CHARLES W., dec'd.

Late of Easton, Northampton
County, PA

Executor: Daniel F. Schmidt c/o
Michael Santanasto, Esquire,
210 E. Broad Street, Bethlehem,
PA 18018

Attorney: Michael A. Santanasto,
Esquire, 210 E. Broad Street,
Bethlehem, PA 18018

SNYDER, JOSEPH E., dec'd.

Late of the Borough of North
Catasauqua, Northampton
County, PA

Executor: Robert Snyder c/o
Judith A. Harris, Esquire, Norris,
McLaughlin & Marcus, P.A., 515

West Hamilton Street, Suite 502,
Allentown, PA 18101

Attorneys: Judith A. Harris,
Esquire, Norris, McLaughlin &
Marcus, P.A., 515 West Hamilton
Street, Suite 502, Allentown, PA
18101

STAMUS, MARY, dec'd.

Late of 1453 Lehigh Street,
Easton, Northampton County,
PA

Executor: Peter Zavitsanos, 960
South 24th Street, Easton, PA
18042

Attorney: William Hronis,
Esquire, Sovereign Executive
Offices, 609 Hamilton Street,
Allentown, PA 18101

STERNER, ARLENE J., dec'd.

Late of the Township of East
Allen, Northampton County, PA
Executor: Brian P. Sterner c/o
Alfred S. Pierce, Esquire, Pierce
& Steirer, LLC, 124 Belvidere
Street, Nazareth, PA 18064

Attorneys: Alfred S. Pierce,
Esquire, Pierce & Steirer, LLC,
124 Belvidere Street, Nazareth,
PA 18064

**STRAKA, REV. FRANCIS P. a/k/a
FRANCIS P. STRAKA,** dec'd.

Late of the Borough of Northamp-
ton, Northampton County, PA
Executor: Rev. John A. Krivak
c/o Mary Ann Snell, Esquire,
4510 Bath Pike, Suite 201,
Bethlehem, PA 18017

Attorney: Mary Ann Snell,
Esquire, 4510 Bath Pike, Suite
201, Bethlehem, PA 18017

WEISS, NORMA G., dec'd.

Late of Bethlehem, Northampton
County, PA

Executrix: Florence H. Weiss c/o
Quintes D. Taglioli, Esquire, 121
N. Cedar Crest Blvd., Allentown,
PA 18104

Attorney: Quintes D. Taglioli,
Esquire, 121 N. Cedar Crest
Blvd., Allentown, PA 18104

WIDA, LILLIAN a/k/a LILLIAN M.

**WIDA a/k/a LILLIAN M.E.
WIDA, dec'd.**

Late of the Borough of Heller-
town, Northampton County, PA
Executor: Mr. Jeffrey P. Wida c/o
Robert C. Brown, Jr., Esquire,
Fox, Oldt & Brown, 940 West
Lafayette Street, Suite 100,
Easton, PA 18042-1412
Attorneys: Robert C. Brown, Jr.,
Esquire, Fox, Oldt & Brown, 940
West Lafayette Street, Suite 100,
Easton, PA 18042-1412

WITMER, MARNIE B., dec'd.

Late of the Township of Lower
Saucon, Northampton County,
PA

Executor: Herbert R. Witmer,
2321 Silver Creek Road, Heller-
town, PA 18055

Attorneys: Peters, Moritz, Peischl,
Zulick, Landes & Brienza, LLP,
1 South Main Street, Nazareth,
PA 18064

SECOND PUBLICATION

BEAHN, MAE I., dec'd.

Late of the Borough of Nazareth,
Northampton County, PA

Executor: Kenneth A. Beahn c/o
Alfred S. Pierce, Esquire, Pierce
& Steirer, LLC, 124 Belvidere
Street, Nazareth, PA 18064

Attorneys: Alfred S. Pierce,
Esquire, Pierce & Steirer, LLC,
124 Belvidere Street, Nazareth,
PA 18064

ECKROTH, FLOYD D., JR., dec'd.

Late of Danielsville, Northamp-
ton County, PA

Executor: David R. Eckroth c/o
William J. Fries, Esquire, The
Atrium, 2895 Hamilton
Boulevard, Suite 106, Allentown,
PA 18104

Attorney: William J. Fries,
Esquire, The Atrium, 2895
Hamilton Boulevard, Suite 106,
Allentown, PA 18104

HAJDU, LOUIS, dec'd.

Late of Palmer Township,
Northampton County, PA

Co-Executors: Elizabeth J.
Hajdu, Camille Ann Hajdu
Kenyon and Brian W. Hajdu c/o
Timothy J. Duckworth, Esquire,
Mosebach, Funt, Dayton &
Duckworth, P.C., P.O. Box
20770, Lehigh Valley, PA 18002-
0770

Attorneys: Timothy J.
Duckworth, Esquire, Mosebach,
Funt, Dayton & Duckworth,
P.C., P.O. Box 20770, Lehigh
Valley, PA 18002-0770

KENNEDY, PIETA V., dec'd.

Late of Nazareth, Northampton
County, PA

Executrix: Renata MacDonald
c/o Karl H. Kline, Esquire,
Fitzpatrick Lentz & Bubba, P.C.,
4001 Schoolhouse Lane, P.O.
Box 219, Center Valley, PA
18034-0219

Attorneys: Karl H. Kline, Esquire,
Fitzpatrick Lentz & Bubba, P.C.,
4001 Schoolhouse Lane, P.O.
Box 219, Center Valley, PA
18034-0219

LANDIS, CLARA M., dec'd.

Late of Bethlehem, Northampton
County, PA

Executor: Kerry J. Landis c/o
Daniel G. Dougherty, Esquire,
881 3rd St., Suite B-3, Whitehall,
PA 18052

Attorney: Daniel G. Dougherty,
Esquire, 881 3rd St., Suite B-3,
Whitehall, PA 18052

NATVIG, KATHARINE M., dec'd.

Late of Bethlehem, Northampton
County, PA

Executor: Johan Martin Natvig
c/o Sarah M. Andrew, Esquire,
Schoffstall Elder Law, 2987
Corporate Court, Suite 200,
Orefield, PA 18069

Attorneys: Sarah M. Andrew,
Esquire, Schoffstall Elder Law,
2987 Corporate Court, Suite
200, Orefield, PA 18069

RICCI, GLORIA J., dec'd.

Late of Palmer Township,
Northampton County, PA
Gloria J. Ricci Revocable Trust
Dated February 28, 1994, As
Amended and Restated
Trustees: Pamela R. Weiland and
Debra L. Ricci c/o Timothy J.
Duckworth, Esquire, Mosebach,
Funt, Dayton & Duckworth,
P.C., P.O. Box 20770, Lehigh
Valley, PA 18002-0770

Attorneys: Timothy J.
Duckworth, Esquire, Mosebach,
Funt, Dayton & Duckworth,
P.C., P.O. Box 20770, Lehigh
Valley, PA 18002-0770

ROSSNAGLE, ROGER, dec'd.

Late of Plainfield Township,
Northampton County, PA
Administratrix: Justina A.
Rossnagle c/o R. Nicholas
Nanovic, Esquire, Norris,
McLaughlin & Marcus, P.A., 515
W. Hamilton Street, Suite 502,
Allentown, PA 18101

Attorneys: R. Nicholas Nanovic,
Esquire, Norris, McLaughlin &
Marcus, P.A., 515 W. Hamilton
Street, Suite 502, Allentown, PA
18101

STAPLES, BARBARA A., dec'd.

Late of the Borough of Bangor,
Northampton County, PA
Executor: Robert J. Staples c/o
Gregory R. Reed, Esquire,
Attorney-at-Law, 141 South
Broad Street, P.O. Box 299,
Nazareth, PA 18064-0299

Attorney: Gregory R. Reed,
Esquire, Attorney-at-Law, 141
South Broad Street, P.O. Box
299, Nazareth, PA 18064-0299

VanBILLIARD, DONNA, dec'd.

Late of Washington Township,
Northampton County, PA
Executrix: Vicki Liberto, 515
Crystal Cave Road, Kutztown, PA
19530

Attorneys: Lee A. Conrad,
Esquire, Thomas, Conrad and
Conrad, 2550 Brodhead Road,
Bethlehem, PA 18020

**WAGNER, JANET L. a/k/a JANET
LEE WAGNER, dec'd.**

Late of Northampton, Northamp-
ton County, PA

Administrator: Tyrone Deutsch
c/o Lisa A. Pereira, Esquire,
Broughal & DeVito, L.L.P., 38
West Market Street, Bethlehem,
PA 18018

Attorneys: Lisa A. Pereira,
Esquire, Broughal & DeVito,
L.L.P., 38 West Market Street,
Bethlehem, PA 18018

THIRD PUBLICATION

**ARZOUMANIAN, MILDRED D.
a/k/a MILDRED DYKE, dec'd.**

Late of Forks Township, North-
ampton County, PA

Administrator: Steven B. Molder,
Esquire, 904 Lehigh St., Easton,
PA 18042.

Attorney: Steven B. Molder,
Esquire, 904 Lehigh St., Easton,
PA 18042.

**BACHMAN, EVELYN B. a/k/a
EVELYN I. BACHMAN a/k/a
EVELYN IRENE BACHMAN,
dec'd.**

Late of the Township of Lower
Saucon, Northampton County,
PA

Executor: Ronald D. Bachman
c/o Mark P. Albright, Esquire,
403 Main Street, Hellertown, PA
18055-1721

Attorney: Mark P. Albright,
Esquire, 403 Main Street, Heller-
town, PA 18055-1721

**BUCK, LUCY K. a/k/a LUCY
KATHRYN BUCK, dec'd.**

Late of the Township of Plain-
field, Northampton County, PA
Executrix: Kathryn L. Gilbert c/o
Gary Neil Asteak, Esquire, 726
Walnut Street, Easton, PA 18042
Attorney: Gail Neil Asteak,
Esquire, 726 Walnut Street,
Easton, PA 18042

FRANTZ, CASSANDRA H., dec'd.

Late of the Township of Upper
Nazareth, Northampton County,
PA

Executrix: Christine Seyfried, 53
Newport Ave., Nazareth, PA
18064

Attorneys: Peters, Moritz, Peischl,
Zulick, Landes & Brienza, LLP,
1 South Main Street, Nazareth,
PA 18064

HAHN, LESTER J., dec'd.

Late of the City of Bethlehem,
Northampton County, PA

Executrix: Janet L. Prevelige c/o
Robert V. Littner, Esquire,
Littner, Deschler & Littner, 512
North New Street, Bethlehem, PA
18018

Attorneys: Robert V. Littner,
Esquire, Littner, Deschler &
Littner, 512 North New Street,
Bethlehem, PA 18018

**MAXWELL, WILSON G. a/k/a
WILSON GREGORY MAXWELL,
dec'd.**

Late of the City of Bethlehem,
Northampton County, PA

Executrix: Shaunna M. Maxwell
c/o Karl F. Longenbach, Esquire,
425 West Broad St., P.O. Box
1920, Bethlehem, PA 18016-
1920

Attorney: Karl F. Longenbach,
Esquire, 425 West Broad St.,
P.O. Box 1920, Bethlehem, PA
18016-1920

**MORRELL, ELIZABETH A. a/k/a
ELIZABETH A. GEIGER
MORRELL, dec'd.**

Late of Nazareth, Northampton
County, PA

Administrator: Edgar W. Geiger,
Sr. c/o Ralph J. Bellafatto,
Esquire, 4480 William Penn
Highway, Easton, PA 18045

Attorney: Ralph J. Bellafatto,
Esquire, 4480 William Penn
Highway, Easton, PA 18045

RONCO, ANGELINE L., dec'd.

Late of the City of Bethlehem,
Northampton County, PA

Executor: Edmund J. Ronco c/o
Robert V. Littner, Esquire,
Littner, Deschler & Littner, 512
North New Street, Bethlehem, PA
18018

Attorneys: Robert V. Littner,
Esquire, Littner, Deschler &
Littner, 512 North New Street,
Bethlehem, PA 18018

SMITH, AGNES M., dec'd.

Late of Bethlehem, Northampton
County, PA

Executor: Martin J. Rzuclido c/o
James R. Wishchuk, JD,
Esquire, 2310 Walbert Avenue,
Suite 103, Allentown, PA 18104-
1360

Attorney: James R. Wishchuk,
JD, Esquire, 2310 Walbert
Avenue, Suite 103, Allentown,
PA 18104-1360

SPORTELLI, SALVATORE, dec'd.

Late of Easton, Northampton County, PA

The Salvatore Sportelli Revocable Agreement of Trust, dated October 2, 2008, First Amendment dated January 20, 2009; Second, Third and Fourth Amendments dated November 1, 2013; Fifth Amended dated January 9, 2014 n/k/a Salvatore Sportelli Irrevocable Family Trust

Trustees: Louis Sportelli, D.C., 125 Delaware Avenue, Palmerton, PA 18071 and David M. LaValva, CPA, Abraham, Borda, Corvino, Butz, LaValva & Co. PC, 2857 Nazareth Road, Easton, PA 18045-2749

Attorneys: Gerald F. Strubinger, Jr., Esquire, Strubinger Law, P.C., 505 Delaware Avenue, P.O. Box 158, Palmerton, PA 18071-0158

NOTICE OF ANNUAL MEETING

NOTICE IS HEREBY GIVEN that the Annual Meeting of the members of Nazareth Mutual Insurance Company will be held at the office of the Company, 114 South Main Street, Nazareth, Pennsylvania, on Saturday, March 11, 2017 at ten o'clock a.m., local time, for:

1. Election of three directors, each to serve for a three-yr term; and
2. The transaction of such other business as may properly come before the meeting.
3. Proxy ballots are available and may be obtained from the company by policyholder request and submitted prior to the above date.
4. Financial Statements are available from the company by policyholder request.

John G. Abbott
Chairman

Attest: Sally F. Jablonski, Secretary
Feb. 2, 9, 16

FICTITIOUS NAME**REGISTRATION NOTICE**

NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of:

**LEHIGH VALLEY MUSIC
LESSONS AT HOME**

intends to engage in business in Northampton County, Pennsylvania and has registered the said name with the Pennsylvania Department of State.

Feb. 9

**CORPORATE FICTITIOUS NAME
REGISTRATION NOTICES**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act 295 of 1982, as amended, of the filing in the Office of the Secretary of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, the registration for the conduct of a business in Northampton County, Pennsylvania, under the assumed or fictitious name, style, designation of:

BEERSVILLE AUTO SALES

with its principal place of business at: 2729 E. Beersville Road, Bath, Pennsylvania 18014.

The name and address of the entity owning or interested in said business are: Beersville Auto Salvage LLC, 700 Savage Road, Suite 7, Northampton, PA 18067.

The Registration of Fictitious Name was filed on January 23, 2017.

ALFRED S. PIERCE, ESQUIRE
PIERCE & STEIRER, LLC
124 Belvidere Street
Nazareth, PA 18064

Feb. 9

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act 295 of 1982, as amended, of the filing in the Office of the Secretary of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, the registration for the conduct of a

business in Northampton County, Pennsylvania, under the assumed or fictitious name, style, designation of:

LIGHTBRIDGE ACADEMY

with its principal place of business at: 3555 Manor Road, Bethlehem, Pennsylvania 18020.

The name and address of the entity owning or interested in said business are: Alexandria Early Learning Centers, Inc., 3555 Manor Road, Bethlehem, Pennsylvania 18020.

The Registration of Fictitious Name was filed on January 23, 2017.

ALFRED S. PIERCE, ESQUIRE

PIERCE & STEIRER, LLC

124 Belvidere Street
Nazareth, PA 18064

Feb. 9

**IN THE NORTHAMPTON COUNTY
COURT OF COMMON PLEAS
ORPHANS' COURT DIVISION**

The following Executors, Administrators, Guardians & Trustees have filed Accounts in the Office of the Orphans' Court:

ESTATE; Accountant

MARIE BEALER ROSENKRANZ
a/k/a MARIE M. ROSENKRANZ; Karl
M. Rosenkranz, Executor

MELROSE LAND COMPANY
d/b/a BETHLEHEM MEMORIAL
PARK, PERMANENT LOT CARE
FUND TRUST AGREEMENT; PNC
Bank, N.A., Trustee

AUDIT NOTICE

All parties interested are notified that an audit list will be made up of all Accounts and the said list will be called for audit at the Northampton County Government Center, Easton, PA on: FRIDAY, FEBRUARY 17, 2017 AT 9:00 A.M. IN COURTROOM #1.

Gina X. Gibbs
Clerk of Orphans' Court
Feb. 2, 9

NOTICE FOR CHANGE OF NAME

NOTICE IS HEREBY GIVEN that on the petition of Al-Baraka Mutawassim Muhammad was filed in the Northampton County Court of Common Pleas in Easton, PA at No. C-48CV2017-47 seeking to change the name to: Brian Pernell Starling.

The Court has fixed March 7, 2017 at 9:00 a.m. in Courtroom #4 at Northampton County Courthouse as the date for hearing of the Petition.

All persons interested in the proposed change of name may appear and show cause if any they have why the Prayer of Petitioner should not be granted.

Feb. 9

**IN THE COURT OF COMMON
PLEAS OF NORTHAMPTON
COUNTY, PENNSYLVANIA
CIVIL DIVISION—LAW**

IN RE: Petition of Career Institute of Technology for Approval of Private Sale of Land Totaling approximately .25 Acres Located at 428 Toboggan Trail, Easton, Northampton County, Pennsylvania

NO. 693 OF 2017

PUBLIC NOTICE

All parties interested are notified that the Career Institute of Technology desires to sell improved real property consisting of .25 total acres and located at 428 Toboggan Trail, Easton, Northampton County, Pennsylvania, by private sale for the purchase price of \$271,000.00 and has filed a Petition for Approval of Private Sale of Land in the Court of Common Pleas of Northampton County.

All parties interested are notified that a hearing on the Petition for Approval of Private Sale of Land is scheduled on February 22, 2017 at 9:00 a.m. in Courtroom No. 1 of the

Court of Common Pleas of Northampton County, located at 669 Washington Street, Easton, PA. Any party interested shall appear to be heard.

Feb. 2, 9, 16

ABANDONED VEHICLE

1971 VW Beetle VIN number 1112884523. Left at the following address: 2020 Hamilton Blvd.,

Allentown, PA. Hearing April 10, 2017 at 9:30 A.M. in courtroom 1B, Lehigh County Courthouse, 455 W. Hamilton Street, Allentown, PA 18101.

Feb. 9

**ATTORNEY BUILDING HAS
TWO OFFICES FOR RENT**

732 Washington St. in Easton. \$395 and \$495. Shared conference room, heat/air, Wi-Fi and electric included. Call (570) 977-6391.

Feb. 9, 16

**UNITED STATES DISTRICT COURT,
EASTERN DISTRICT OF PENNSYLVANIA
APPOINTS NEW CLERK OF COURT**

The United States District Court, Eastern District of Pennsylvania has appointed Kate Barkman, Esquire as Clerk of Court. On January 17, 2017, the new clerk was sworn in by Chief Judge Petrese B. Tucker. Ms. Barkman is from Pittsburgh and served as the Director of the Department of Court Records of Allegheny County from 2008 to 2016. Prior to joining County government, Ms. Barkman was in private practice focusing on the representation of public sector entities in labor, municipal and employment issues. She also served on the Allegheny County Board of Property Assessment Appeals and Review. Ms. Barkman began her legal career as an assistant public defender in Monroe County, Pennsylvania.

Chief Judge Petrese B. Tucker stated, "We are happy to have Ms. Barkman on board. As a lawyer, she will be an excellent addition to our fine Clerk's office."

The United States District Court for the Eastern District of Pennsylvania is one of the original 13 federal judiciary districts created by the Judiciary Act of 1789. It originally sat in Independence Hall in Philadelphia as the United States District Court for the District of Pennsylvania and is now located at the James Byrne Courthouse at 601 Market Street in Philadelphia with additional locations in Allentown, Reading and Easton. The Court's jurisdiction includes Berks, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery, and Northampton counties as well as Philadelphia. The district is part of the United States Court of Appeals for the Third Circuit.

Ms. Barkman is the 16th clerk to serve the Court of the Eastern District of Pennsylvania. The Clerk of Courts office has 220 employees and two (2) locations: in Philadelphia in the James A. Byrne U.S. Courthouse and in Allentown in the Edward N. Cahn U.S. Courthouse and Federal Building.

Feb. 9

THE LAW OFFICE OF

BROUGHAL & DeVITO, L.L.P.

IS PLEASED TO ANNOUNCE THAT

KEVIN H. CONRAD

HAS JOINED THE FIRM AS AN ASSOCIATE.

38 W. MARKET STREET • BETHLEHEM, PA 18018
TEL. (610) 865-3664 • FAX (610) 865-0969
E-MAIL: KEVINCONRAD@BROUGHAL-DeVITO.COM

Feb. 9

WANTED—SECRETARY/PARALEGAL

Busy Allentown practice: commercial and civil litigation, real estate and consumer collections. Experience preferred. Temp. position starting immediately for 3 months. Please send resume to: The Law of Business, PC, 101 N. Cedar Crest Blvd., Allentown, PA 18104, fax to (610) 434-0538, e-mail: dmmarinos@marinoslaw.com.

Feb. 9, 16

**PHYLLIS M. ZIELLO, Plaintiff v. DIANE BRENNAN
and KERRI GLEASON, Defendants**

PHYLLIS M. ZIELLO, Plaintiff v. DIANE BRENNAN, Defendant

Motion for Judgment on the Pleadings—Landlord Tenant—Holdover Tenancy.

Defendant, Diane Brennan (“Brennan”), appealed a magisterial district court decision that held her liable for unpaid rent and property damage as it relates to the property at issue (the “Property”). Brennan signed a one-year lease and paid the security deposit and first month’s rent, but she never intended to live at the Property. Brennan’s daughter and children lived at the Property during the leasehold period, and Brennan did not visit the Property.

The lease contained a holdover provision that provided that if the tenants remained in possession of the Property following the natural expiration of the lease, “a new tenancy from month-to-month shall be created between Landlord and Tenants which shall be subject to all the terms and conditions hereof.” After the year lease term expired, Brennan’s daughter and children continued to live on the Property and entered into a holdover tenancy with Plaintiff. Approximately three months into the holdover tenancy, Brennan’s daughter stopped paying rent but continued to live on the Property for two and a half more months. After Brennan’s daughter moved from the Property, Plaintiff discovered over \$10,000.00 in property damages.

Brennan filed a Motion for Judgment on the Pleadings. Brennan argued that she was not a tenant to this “new” tenancy, and accordingly, she could not be liable for the unpaid rent during the holdover tenancy. Additionally, Brennan argued that because neither she nor Plaintiff could ascertain when the property damage occurred (during the one-year lease term or during the holdover period), Plaintiff could not carry her burden in proving Brennan liable for the property damages. Brennan’s argument was premised on the contention that one tenant cannot unilaterally holdover another tenant without that tenant’s consent.

After having found that the Pennsylvania appellate courts are silent on this particular issue, the Court analyzed multiple out-of-state opinions that dealt with nearly identical facts but found that those states have yet to reach a consensus. Consequently, in finding that Pennsylvania case law does not prohibit Brennan from remaining liable, the Court focused on the language of the lease agreement.

The Court reasoned that in the less common scenario where a tenant signs a lease with a holdover provision but never lives on or visits that property, the tenant cannot shield herself from liability by professing ignorance. While Brennan had no responsibility to give Plaintiff notice that she intended to end her lease term, she had notice of the holdover provision. Brennan could have provided Plaintiff notice that she did not intend to holdover on the lease and intended to absolve herself from any further liability. Moreover, she knew that by signing the lease agreement, she had continuing responsibility under the lease to the Property, whether she lived on the Property or not. Thus, the Court denied Brennan’s Motion for Judgment on the Pleadings in its entirety.

In the Court of Common Pleas of Northampton County, Pennsylvania,
Civil Division—Nos. CV-2015-6743 and CV-2015-8253.

ZACHARY ZAWARSKI, ESQUIRE, for Plaintiff.

CHAD M. DiFELICE, ESQUIRE, for Defendant Brennan.

Order of the Court entered on April 19, 2016 by MURRAY, J.

ORDER

AND NOW, this 19th day of April, 2016, upon consideration of the Defendant’s, Diane Brennan’s (“Defendant” or “Brennan”), Motion for

Judgment on the Pleadings and Brief in support thereof and Plaintiff's, Phyllis M. Ziello's ("Plaintiff"), Complaint and Brief in Opposition to Defendant's Motion for Judgment on the Pleadings, it is hereby ORDERED that Defendant's Motion for Judgment on the Pleadings is DENIED.

STATEMENT OF REASONS

I. *Factual and Procedural History*

Plaintiff is the owner of a residential property located at 31 Freedom Terrace, Easton, Northampton County, Pennsylvania (the "Property"). Compl. ¶1. On December 1, 2013, Plaintiff and Defendant executed a Lease Agreement ("Lease Agreement"). *Id.* at ¶8. The Lease Agreement states that "[t]he Premises shall be used and occupied by Tenants" and specifies that the tenants include "Diane Brennan, [Diane Brennan's daughter] Kerri Gleason, and [Kerri Gleason's] three (3) children, Justin, Theresa, and Julianna, exclusively." *Id.* at ¶13; Mot. J. Pleadings Ex. A, at ¶4. The Lease Agreement also includes a holdover provision:

If Tenants remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenants which shall be subject to all the terms and conditions hereof except the rent shall then be due and owing at December 1, 2014; One Thousand four hundred dollars (\$1,400.00) per month and except that such tenancy shall be terminable upon forty-five (45) days written notice served to either party.

Mot. J. Pleadings Ex. A, at ¶15. The Lease Agreement provides that in the event the tenants default on their payment obligations, "all unpaid rents payable during the remainder of this Agreement and any renewal period shall be accelerated without notice or demand." *Id.* at ¶19. Additionally, the Lease Agreement specifies:

Tenants shall remain liable to the Landlord for (a) any lost rent and other financial obligations under the Agreement; (b) Landlord's cost of reletting the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Premises; (c) repairs to the Premises for Tenants' use that are beyond normal wear and tear; (d) all of Landlord's cost associated with evicting Tenants, including but not limited to court costs, cost of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, return check charges; (f) and any other recovery to which the Landlord is entitled by law or in equity.

Id.

Defendant signed the Lease Agreement and paid Plaintiff \$1,400.00 for the first month's rent and an additional \$1,400.00 as a security deposit. Compl. at ¶¶12-13.¹ The Lease Agreement provides that the lease was to begin on December 1, 2013 and end on November 30, 2014. *Id.* at ¶¶9-10. Defendant did not occupy the Property at any time and, instead, sought to be a "guarantor of the Lease Agreement for her daughter, Kerri Gleason" ("Gleason"). *Id.* at ¶¶14-16. With the exception of the first month's rent and security deposit, Gleason made all other rent payments. Mot. J. Pleadings ¶19.

After the original lease ended on November 30, 2014, Gleason, her boyfriend, and her four children continued to reside at the Property until May 26, 2015. Compl. at ¶18. The parties agree that a holdover tenancy was created, and for the first couple of months, Gleason continued to make payments. *See id.* at ¶¶18-19; Mot. J. Pleadings ¶¶17-19, 36. A partial payment of \$500.00 was made for the month of March 2015, and the rent due in April and May of 2015 went unpaid. Compl. at ¶¶20-22. The unpaid rent from March through May of 2015 totals \$3,700.00. *Id.* at ¶21. After Gleason moved from the Property, Plaintiff discovered property damage, including damage beyond normal wear and tear, that the washer and dryer unit was broken, and "trash, garbage, rubbish or refuse on the exterior" of the Property. Mot. J. Pleadings ¶¶25-28.

This action began in the magisterial district court where judgment was entered against both Defendant and Gleason on May 4, 2015, in the amount of \$4,502.50. Final judgment was entered against Defendant and Gleason on July 31, 2015. However, due to improper notice of the district court hearing, Defendant did not learn of the district court judgment until July 31, 2015, when she received the final judgment, and on August 25, 2015, Defendant filed a Petition to Strike Default Judgment, or in the Alternative for Leave to Appeal Default Judgment *Nunc Pro Tunc*, and to Stay Attachment of Wages Proceeding. Defendant appealed the district court judgment on September 8, 2015. Pursuant to a court order entered by the Honorable Paula A. Roscioli on September 29, 2015, Plaintiff was given leave to file an appeal *nunc pro tunc*.

On October 16, 2015, Plaintiff filed two separate Complaints. The first Complaint, brought under docket number C-48-CV-2015-6743, named both Brennan and Gleason as defendants. This Complaint seeks \$4,873.00 in total, an amount comprised of an alleged \$3,700.00 in unpaid rent as well as the costs associated with collecting the unpaid rent.² The second Complaint, brought under docket number C-48-CV-2015-8253, only listed

¹ Our citations to "Compl." reference the Complaint filed under docket number C-48-CV-2015-6743.

² Plaintiff averred that these costs include "debt collection fees, late charges, and court costs," which included attorney fees and filing fees.

Brennan as a defendant.³ Plaintiff's second Complaint seeks an additional \$10,399.31 for damage to the Property.⁴

The matter before this Court is Defendant's Motion for Judgment on the Pleadings ("Motion"), which was filed on March 2, 2016. Defendant's Motion sets forth two arguments: (1) that Defendant is not liable for the unpaid rent from March, April, and May 2015, because the holdover tenancy created a new lease, and Defendant was not a tenant to that new lease, and (2) based on the same argument and because neither Plaintiff nor Defendant know whether the property damage occurred during the original leasehold or the holdover period, Defendant cannot be held liable for the property damages. Defendant also filed a Brief in support of the Motion on March 2, 2016. Plaintiff filed her Brief in opposition to the Motion on March 22, 2016, and argues that case law and Lease Agreement do not support Defendant's arguments.

This matter was placed on the March 22, 2016 Argument List. The parties presented argument before the undersigned and submitted briefs.

II. Discussion

A. Legal Standard

The Pennsylvania Rules of Civil Procedure provide that "[a]fter the relevant pleadings are closed, but within such time as not to unreasonably delay the trial, any party may move for judgment on the pleadings." Pa. R.C.P. No. 1034(a). The motion for a judgment on the pleadings is a pre-trial mechanism designed "to save the parties the expense of having to go to trial on the merits before examining the legal sufficiency of the case." *DiAndrea v. Reliance Savings and Loan Association*, 310 Pa. Super. 537, 543, 456 A.2d 1066, 1069 (1983). A motion for judgment on the pleadings is similar to a demurrer in that "[i]t may be entered where there are no disputed issues of fact and the moving party is entitled to judgment as a matter of law." *Booher v. Olczak*, 797 A.2d 342, 345 (Pa. Super. 2002) quoting *Kelaco v. Davis & McKean*, 743 A.2d 525, 528 (Pa. Super. 1999). In order for a court to grant a motion for judgment on the pleadings, the case must be free and clear from doubt such that a trial would prove to be a fruitless exercise. *Otterson v. Jones*, 456 Pa. Super. 388, 390, 690 A.2d 1166, 1166 (1997) (internal quotation marks and citation omitted).

³ These actions have since been consolidated under docket number C-48-CV-2015-6743 for discovery, arbitration, and trial purposes.

⁴ Among these damages, Plaintiff averred the Property damages and/or work required to correct the Property damages were as follows: the Property's interior and exterior were littered with "trash, garbage, rubbish, and refuse," and Plaintiff was required to hire a trash removal service; painting; repairing holes in the walls; repairing damaged doorways; repairing damaged faucets; replacing carpeting; replacing laminate flooring; replacing a storm door; and replacing the washer and dryer, which were damaged after being "removed outside by the tenants which caused the washer and dryer to no longer work." Second Compl. ¶¶18-24, 29-34.

In determining whether there are disputed issues of fact, this Court's consideration is confined to the pleadings and relevant documents. *Booher*, supra. This Court must accept as true all well-pleaded statements of fact, admissions, and any documents properly attached to the pleadings presented by the party against whom the motion is filed. *McAllister v. Millville Mutual Insurance Company*, 433 Pa. Super. 330, 334, 640 A.2d 1283, 1285 (1994). The opposing party's well-pleaded allegations are viewed as true, but only those facts specifically admitted by him may be considered against him. See generally, *Sejpal v. Corson, Mitchell, Tomhave & McKinley, M.D.'s, Inc.*, 445 Pa. Super. 427, 665 A.2d 1198 (1995). "Neither party can be deemed to have admitted either conclusions of law or unjustified inferences." *Kelly v. Nationwide Insurance Company*, 414 Pa. Super. 6, 10, 606 A.2d 470, 471 (1992) (citations omitted).

When a court is faced with an issue of first impression and "the rules of law are not clear, a court should be especially wary of granting judgment on the pleadings before the factual underpinnings are well defined." *DiAndrea* supra at 545, 456 A.2d at 1070 quoting *Jefferies v. Hoffman*, 417 Pa. 1, 207 A.2d 774, 776 n.1 (1965). However, in this situation, the law "does not prohibit the granting of a judgment on the pleadings absolutely." *Id.* Further, our Superior Court has upheld the granting of a judgment on the pleadings in cases where the trial judge's decision turned upon the court's own interpretation of a written contract. See *Kroiz v. Blumenfeld*, 229 Pa. Super. 194, 198, 323 A.2d 339, 341 (1974) ("Absent some factual allegation to support a different interpretation of the agreement, the only issue properly before the court was whether the fund was being improperly withheld under the terms of that agreement," and "[t]he terms ... are clear ... Under these circumstances, the Court below properly entered judgment in favor of the appellee.").

B. Legal Discussion

This Court is faced with a narrow issue: whether Brennan remained bound by the Lease Agreement through the holdover tenancy. Our resolution of this issue will govern our conclusions regarding the unpaid rent and property damages. Defendant argues that, as per the Lease Agreement, the holdover tenancy was a "new" tenancy and that she was not bound by the terms of this new tenancy. Because the original lease was to run for a fixed term of one year, Defendant asserts that she was not required to give notice that she intended her lease end at the conclusion of the one-year term. In support, Defendant relies on two out-of-state court opinions, *Bockelmann v. Marynick* and *Foster v. Stewart*, and further argues that one tenant cannot unilaterally bind another tenant to a holdover tenancy. See *Bockelmann v. Marynick*, 788 S.W.2d 569, 572 (Tex. 1990); *Foster v. Stewart*, 188 N.Y.S. 151, 153 (N.Y. App. Div. 1921). To the contrary, Plaintiff maintains that whether Defendant is bound to the holdover tenancy is an inquiry that can

be answered by simply considering the language in the Lease Agreement. Furthermore, Plaintiff opposes Defendant's contention that Gleason could not legally bind Defendant to the holdover tenancy.

Both *Bockelmann* and *Foster* involve a set of facts similar to the present case: one tenant holds over on his lease, and the other tenant challenges his co-tenant's ability to bind him to the holdover tenancy. *See id.* In *Bockelmann*, a husband and wife were co-tenants in a twelve-month lease. *Supra* at 570. Before the lease expired, the couple separated, and the wife vacated the premises. *Id.* After the lease term ended, the husband continued to live on the premises and pay rent. *Id.* The husband continued as a holdover tenant and continued to pay rent for approximately one and a half years before he defaulted on his rent obligations. *Id.* Their lease contained the following holdover provision:

Should Tenant remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new tenancy from year to year shall be created between Lessor and Tenant which shall be subject to all the terms and conditions hereof but shall be terminable by 60 days [sic] notice.

Id. After the landlord filed suit against both the husband and wife, the trial court ruled in favor of the landlord but ordered that the landlord take nothing against the wife. *Id.* On review, the Supreme Court of Texas held that "where a lease contains an option to renew, one tenant may not unilaterally exercise that option and bind nonconsenting cotenants," and that it would not presume that the husband "was authorized to hold over on [the wife's] behalf." *Id.* at 572. In coming to its holding, the Texas court recognized that the issue at bar was a matter of first impression for the state, and explicitly declined to follow a South Carolina case, which contained similar facts but a different holding. The South Carolina case, *Fronty v. Wood*, held that where a lease is executed jointly by two tenants and only one tenant physically occupies the property after the expiration of the lease term, both tenants are presumed holdover tenants unless the tenant who is not physically occupying the property provides notice to the landlord that he does not consent to be held over. *Id.* at 571; *see* 20 S.C.L. (2 Hill) 367 (1834).

In response, Plaintiff points this Court to a Kentucky case that did not follow the *Bockelmann* rule. In *Caudill v. Acton*, a daughter and father executed a lease together, and the daughter never intended to reside on the property. 175 S.W.3d 617, 618 (Ky. Ct. App. 2004). After the father held over, continued to pay rent as a holdover tenant, then eventually defaulted on his rent payments, the daughter argued that she was not a tenant to the holdover tenancy. *Id.* The court took a literal approach and analyzed the language in the parties' lease agreement. *Id.* at 619. It reasoned:

According to the express terms of the lease, Caudill signed the document as a designated tenant. She did not sign as an agent, or in any other representative capacity tending to indicate that she possessed anything other than full rights and responsibilities as a tenant. Although not addressed by the provisions of the lease, Caudill's intention to not occupy the apartment is immaterial. The lease contains no limitation on Caudill's obligations to make lease payments or to comply with other duties required of a tenant.

Id.

Our Pennsylvania appellate courts have yet to rule on this specific issue, and clearly, our sister states have not reached a consensus. Accordingly, we reject Defendant's contention that the law prohibits her being bound to the holdover tenancy, and thus, we turn to the language of the Lease Agreement.

Despite the fact that Defendant never lived on the Property, for the first year of the leasehold, Defendant was undeniably a tenant. The Lease Agreement, which was signed and initialed by Defendant, defines Defendant as a tenant. Moreover, Defendant paid the security deposit and first month's rent. Although Defendant never intended to reside on the Property, the Lease Agreement places no limits on Defendant's status as a tenant.

Additionally, the Lease Agreement contemplates a holdover tenancy, and in relevant part, it provides:

If Tenants remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenants which shall be subject to all the terms and conditions hereof except the rent shall then be due and owing at December 1, 2014 ... and except that such tenancy shall be terminable upon forty-five (45) days [sic] written notice served to either party.

The parties do not dispute that Gleason remained in possession of the Property after the expiration of the one-year lease term. Further, Defendant is correct in that the Lease Agreement defines the holdover tenancy as a "new" tenancy. However, the Lease Agreement is clear that the holdover tenancy "shall be created between Landlord and *Tenants* which shall be subject to all the terms and conditions hereof" with two clear additional terms (emphasis added). These terms include that "rent shall then be due and owing at December 1, 2014" and that the holdover "tenancy shall be terminable upon forty-five (45) days [sic] written notice served to either party." In sum, the holdover provision provides that all the terms and conditions of the Lease Agreement will continue through the holdover tenancy, when the first month's rent for the holdover period is due, and how a tenant can terminate the holdover period.

Defendant also cites to *Pfingstl v. Chenot*, 165 Pa. Super. Ct. 222, 67 A.2d 649 (1949) which holds that

When a landlord suffers his tenant to remain in possession after the expiration of the tenancy, and receives rent from him, a new tenancy from year to year is established. And if no new agreement be entered into, the law will presume, in the silence of the parties, that the tenant holds the premises, subject to all such covenants contained in the original lease, as apply to his present situation.

Id. at 227-28, 67 A.2d at 651. However, *Pfingstl* is clear that this presumption only governs “in the silence of the parties.” Therefore, to the extent that the Lease Agreement is unclear, *Pfingstl*’s presumption merely supports the finding that Defendant is a holdover tenant. That is, the Lease Agreement clearly defined Defendant as a tenant, and so Defendant, under the terms of the Lease Agreement, remained a tenant.

While it is true that a tenant need not provide notice to vacate where the lease is set for a fixed term, Defendant had notice of the holdover provision in the Lease Agreement. Further, in the less common scenario where a tenant does not reside on the property and merely signs as a guarantor of the property, the tenant must be cognizant that it may have a continuing liability. When Defendant signed the Lease Agreement, she agreed to be bound by its terms, and even though she never intended to live on the Property, Defendant cannot now shield herself from liability by asserting ignorance. Whether Defendant knew Gleason held over on the lease or not, Defendant could have notified Plaintiff that she did not intend to renew the lease and/or enter into a holdover tenancy. Had Defendant done such at the expiration of the one-year lease term, her obligation to the tenancy would have expired months prior to Gleason’s default in March of 2015.

Therefore, because we find that Defendant continued to be a tenant through the holdover tenancy, we must deny Defendant’s Motion for Judgment on the Pleadings in its entirety. Thus, Defendant can be potentially liable for both alleged unpaid rent and damage to the Property.



PERIODICAL PUBLICATION

*** Dated Material. Do Not Delay. Please Deliver Before Monday, February 13, 2017**