

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

In re: Appeal of Nyzinga Patterson :
:
From Decision of :
The City of Philadelphia :
Fair Housing Commission : No. 513 C.D. 2024
:
Appeal of: Nyzinga Patterson : Submitted: March 3, 2026

BEFORE: HONORABLE LORI A. DUMAS, Judge
HONORABLE MATTHEW S. WOLF, Judge
HONORABLE MARY HANNAH LEAVITT, Senior Judge

OPINION NOT REPORTED

MEMORANDUM OPINION BY
JUDGE WOLF

FILED: October 30, 2026

Nyzinga Patterson, (Tenant) an unrepresented litigant, appeals to this Court from an April 29, 2024 order of the Court of Common Pleas of Philadelphia County (trial court) denying her appeal from a prior order by the Philadelphia Housing Commission (Commission), which ordered Tenant to pay \$7,200.00 in back rent to her former Landlords, Niraj Agarwal and Pearl Mathew (Landlords).¹ Tenant contends that the trial court erred by finding that Landlords held a proper rental suitability certificate and by disregarding Tenant’s right as a tenant to a habitable dwelling. Because the trial court’s conclusions are supported by substantial evidence and legally sound, we affirm.

¹ Below, the trial court granted Landlords’ Praecipe to Intervene in the instant matter “given their standing as aggrieved parties.” Trial Ct. Op. at 6.

I. Background

The following facts are not in dispute. In December 2019, Tenant signed a lease agreement with Landlords for a rental unit at 2107 East Lehigh Avenue in Philadelphia. Original Record (O.R.) at 10. Pursuant to the lease, Tenant made a payment of \$42,881.61, which included \$39,420.00 for 18 months of rent covering the period from January 1, 2020, to June 30, 2021; \$1,271.00 in prorated rent for a portion of December 2019; and a \$2,190.00 security deposit. *Id.* at 11. On April 12, 2021, the parties agreed to renew their lease agreement for the period beginning on July 1, 2021, and ending on June 30, 2022. *Id.* Pursuant to a second lease renewal, signed by the parties on April 30, 2022, Tenant's rent was increased from \$2,190.00 to \$2,400.00 monthly, from July 1, 2022, through June 30, 2023. *Id.* Landlords received rent from Tenant through March 2023 but none for April, May, or June 2023. *Id.*

In March 2023, at Tenant's request, Landlords sent her a copy of a Certificate of Rental Suitability (CRS) pursuant to Section 9-3903(1)(a) of the Philadelphia Code (Code).² O.R. at 11. The effective dates of the CRS of which Tenant received a copy were March 13, 2023, to June 11, 2023. *Id.* Landlords then sent Tenant a nonrenewal notice on April 16, 2023, informing her that their lease agreement would not be renewed beyond the June 30, 2023 end of term. *Id.* On May 19, 2023, Tenant submitted a Fair Housing Complaint (Complaint) to the Commission; therein, she alleged that Landlords declined to renew the lease agreement in retaliation for her request that Landlords provide a rental license and banking data. *Id.* at 12. Tenant

² Section 9-3903(1)(a) of the Code provides that the owner of any property rented for residential occupancy must provide tenants with a copy of the Certificate of Rental Suitability and of the City's Good Housing Handbook "no more than sixty days prior to the inception of the tenancy." Phila. Code § 9-3903(1)(a).

also contended that Landlords failed to furnish a lead certificate as required by Code Section 6-803(3).³ *Id.* at 11. While the matter was pending before the Commission, Tenant voluntarily vacated the property and relinquished possession to Landlords on June 30, 2023. *Id.* at 12.

The Commission held a hearing on the matter on July 25, 2023. *Id.* at 45. At the hearing, Landlords, through counsel, argued that Tenant's lease was not renewed because she was "habitually late in payments of rent" and "engaged in a verbally combative way with representatives of OCF [Realty]," Landlords' property manager. *Id.* at 49. Landlords further argued that Tenant's retaliation allegation was in any case moot, as she had already vacated the property on her own. *Id.* Tenant rejoined that Landlords were uncooperative in her efforts to ensure their compliance with the Code's requirements of landlords. *Id.*

In a July 31, 2023 final order, the Commission ruled that Tenant was to pay Landlords \$7,200.00 in back rent by August 4, 2023. *Id.* at 13. The Commission explained that, while Landlords would be barred from recovery of back rent during the period when they did not hold a rental license, they came into compliance with that requirement on March 13, 2023; thus, the entire three-month period of nonpayment by Tenant (April, May, and June 2023) occurred at a time when Landlords were in compliance with the law. *Id.* As for Landlords, the Commission directed them to return Tenant's \$2,190.00 security deposit or a reduced amount accompanied by an itemized account of tenant damages. *Id.* The Commission further found that Landlords were not required to furnish Tenant with a lead certificate, as the rental property was built in 2018, well after the 1978 cutoff for the

³ Section 6-803(3) of the Code requires all landlords leasing residential properties built before 1978 to obtain a certification that the property is lead safe. Phila. Code § 6-803(3).

requirement. *Id.* Finally, the Commission dismissed as moot Tenant’s retaliation charge, given that she had already voluntarily vacated the property. *Id.*

Tenant appealed to the trial court, which held its own hearing on April 29, 2024. *See* Trial Ct. Tr. at 4. At the hearing, Tenant contended that the CRS which Landlords supplied in March 2023 was neither signed nor executed and therefore invalid. *Id.* at 11-12. Rejecting that contention, the trial court noted that a “[CRS] that has been dated and signed in March was submitted to the [C]ommission.” *Id.* at 13.

In its April 29, 2024 order, the trial court denied Tenant’s appeal “due to lack of merit.” Tenant’s Br., App. 1, Trial Ct. Order. In an opinion provided to this Court pursuant to Pa.R.A.P. 1925(a), the trial court explains that Tenant’s “single claim referencing the unsigned copy of the CRS that had been initially submitted . . . did not comport with the Certified Record nor with [Tenant’s] sworn testimony before the Commission.” Trial Ct. Op. at 10. The trial court notes that Tenant’s own Complaint to the Commission raised no signature issue but only acknowledged that Tenant was provided with copies of a rental license and a CRS in March 2023. *Id.* at 11. “Since all parties confirmed in multiple ways to the Commission that the required CRS had been provided to [Tenant] on March 13, 2023,” the trial court concludes that “the Commission had acted well within its discretion as factfinder.” *Id.* at 12. Because of Tenant’s “failure to present any convincing legal arguments or credible evidence to contradict the Commission’s findings,” the trial court maintains that it properly denied Tenant’s appeal. *Id.* at 13. This appeal followed.⁴

⁴ The standard of this Court’s review where a trial court takes evidence *de novo* in an appeal from a local agency adjudication is to determine whether the trial court manifestly abused its discretion, committed error of law, or violated constitutional rights. *McLaughlin v. Centre Cnty. Housing Auth.*, 616 A.2d 1073, 1074 n.3 (Pa. Cmwlth. 1992).

II. Discussion

Section 9-3902(1)(a) of the Code provides that no person may offer for rent a one-family dwelling without first obtaining a housing inspection license from the Department of Licenses and Inspections (L&I). Phila. Code § 9-3902(1)(a). Further, Section 9-3901(1)(e) provides that no person shall collect rent with respect to any property required to be licensed pursuant to the Code unless a valid license is issued for each property. *Id.* § 9-3901(1)(e); *see* Philadelphia Code, PM-102.6.4. Reviewing courts have held that, while the latter provision bars a landlord from recovering *unpaid* rent while the landlord failed to comply, it “does not . . . provide the tenant with a legal right to require the landlord to disgorge any rents that the landlord had collected from the tenant during the period of noncompliance.” *Ricchetti v. Ellis*, (C.P. Phila., No. 130502703, filed September 7, 2016), *aff’d* (Pa. Super., 353 E.D.A. 2015, filed June 27, 2017).

Instantly, the trial court found that Landlords were out of compliance from the beginning of Tenant’s tenancy until March 13, 2023, when they obtained a rental license from L&I effective on that date. Tenant paid rent for March 2023 but failed to do so for the last three months of her tenancy: April, May, and June 2023. Because Landlords were in compliance with Section 9-3902(1)(a) during that period, the trial court found that back rent was owed by Tenant to Landlord for those three months.⁵ Accordingly, the trial court dismissed Tenant’s appeal of the Commission’s final order.

On appeal to this Court, Tenant raises two issues for our disposition. First, Tenant maintains that Landlords’ signature was missing from the copy of the CRS

⁵ It is not clear from the record whether Landlords—whose March 13, 2023 rental license was only effective until June 11, 2023—renewed their licensure for the last 20 days of Tenant’s term. Tenant does not contend that Landlords were out of compliance for that period, however.

that she received in March 2023; alternately, Tenant suggests that a signature was present but that it was “forged.” Tenant’s Br. at 6 (unpaginated). Tenant explains that the trial court’s failure to address the issue “undermines the integrity of the certification process and violates tenants’ rights to safe and habitable housing.” *Id.* Because Tenant “presented credible evidence” of Landlords’ noncompliance with Section 9-3903(1)(a), she maintains that the trial court erred by dismissing her appeal.

We disagree, as it is not for Tenant to determine what evidence is credible; that function in this case was performed by the trial court. *See McLaughlin v. Centre Cnty. Hous. Auth.*, 616 A.2d 1073, 1075 (Pa. Cmwlth. 1992) (explaining that, following a *de novo* hearing, “a trial court . . . must act as a *nisi prius* court” by weighing the evidence on its own). If Tenant had wished to contest the validity of Landlords’ CRS, whether because of an allegedly absent or forged signature, the time to do so was before the Commission. Thus, we see no reason to disturb the trial court’s finding that the CRS was valid as of March 13, 2023.

Tenant’s second appeal argument is reproduced here in full:

The decision conflicts with established law because it disregards the Philadelphia Code’s mandate that tenants are entitled to a habitable dwelling. The presence of habitability issues, which the court failed to address adequately, further undermines the validity of the landlord’s claims.

Tenant’s Br. at 7 (unpaginated).

It is well settled that this Court will decline to address arguments that a party has failed to develop. *Goldata Comput. Servs., Inc. v. Dep’t of Banking and Sec.*, 350 A.3d 278, 298 n.26 (Pa. Cmwlth. 2025) (citing Pa.R.A.P. 2119). Here, Tenant’s brief states only the issue as recited above, but has no accompanying legal or factual

argument. Without more, this Court cannot engage in meaningful appellate review of the purported issue raised. Accordingly, Tenant's second issue on appeal is waived.

III. Conclusion

Based on the reasons set forth above, we affirm the trial court.

MATTHEW S. WOLF, Judge

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ORDER

AND NOW, this 30th day of October 2026, the order of the Court of Common Pleas of Philadelphia County in the above-captioned matter, dated April 29, 2024, is hereby AFFIRMED.

MATTHEW S. WOLF, Judge