NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

RED CARPET INN	:	IN THE SUPERIOR COURT OF PENNSYLVANIA
v.	:	
GEORGE HUTNICK	:	
Appellant	:	No. 1077 EDA 2026

Appeal from the Judgment Entered March 23, 2026
In the Court of Common Pleas of Lehigh County Civil Division at No(s): 2025-C-2310

BEFORE: LAZARUS, P.J., PANELLA, P.J.E., and STEVENS, P.J.E.*

MEMORANDUM BY STEVENS, P.J.E.: **FILED NOVEMBER 19, 2026**

George Hutnick files this *pro se* appeal from the judgment entered in the Court of Common Pleas of Lehigh County in favor of Red Carpet Inn in this ejectment action filed following Hutnick's refusal to vacate a hotel room after his long-term occupancy. After careful review, we affirm.

Hutnick lived at the Red Carpet Inn on Hausman Road in Allentown and paid a monthly occupancy charge. Compl., at 1-3. On April 14, 2025, Red Carpet Inn issued a notice to cure to Hutnick as a result of his hoarding behaviors, demanding he remove excess trash and clutter, maintain cleanliness, and allow access for inspection; the notice stated that failure to cure these issues would lead to eviction proceedings. Notice to Cure, at 1.

---

* Former Justice specially assigned to the Superior Court.

When Hutnick did not comply, Red Carpet Inn filed an action for possession of the premises. On May 9, 2025, the magisterial district court entered a judgment against Hutnick. On June 9, 2025, Hutnick filed an appeal.

On August 14, 2025, Red Carpet Inn filed a complaint against Hutnick raising claims of breach of contract and ejectment. Specifically, Red Carpet Inn asserted that Hutnick has continued to exhibit "hoarding behaviors, creating an unsanitary condition, which he has refused to rectify, despite being given multiple opportunities to do so." Compl., at ¶ 6. Red Carpet Inn also asserted that it was entitled to refuse Hutnick accommodation due to his disorderly conduct pursuant to Pennsylvania's Housekeepers Act, 48 Pa.C.S.A. § 1311(a)(2). Red Carpet Inn asked that Hutnick be found in breach of contract under the terms of occupancy and sought an order of possession claiming that Hutnick had no legal right to occupy the hotel room.

On September 17, 2025, Hutnick filed an answer and new matter, arguing that "hoarding" is not defined by Pennsylvania statute, denying there were any unsanitary conditions in the room, characterizing himself as a tenant of the hotel, and asserting he had paid rent in full. Hutnick alleged a breach of the implied warranty of habitability, raising various complaints about the hotel room such as the lack of working WiFi, a defective sink drain, air conditioning that was not easy to program, and missing channels from his cable TV. On October 2, 2025, Red Carpet Inn filed a reply to Hutnick's new matter, denying all claims therein, and asserting that Hutnick was never promised any hotel amenities during his stay.

The parties proceeded an arbitration hearing on November 19, 2025, at which the board of arbitrators granted possession of the hotel room to the Red Carpet Inn. On December 18, 2025, Hutnick filed an appeal from the decision of the board of arbitrators and demanded a trial *de novo*.

On February 13, 2026, Red Carpet Inn filed a motion for summary judgment. On March 20, 2026, the trial court granted Red Carpet Inn summary judgment after Hutnick failed to respond. On March 23, 2026, judgment for possession was entered against Hutnick upon a praecipe filed by Red Carpet Inn. On April 6, 2026, Hutnick filed an "Emergency Motion to Vacate Summary Judgment and Stay Execution," which the trial court denied on April 13, 2026.

On April 15, 2026, Hutnick filed an appeal to this Court. On the same day, Hutnick also filed a motion for reconsideration as well as an "Emergency Motion for Stay of Execution Pending Appeal" in the trial court. On April 17, 2026, the trial court denied both of these motions. Hutnick claims that he was evicted from the Red Carpet Inn that same day. Hutnick's Brief, at 5.

As a preliminary matter, we must assess whether this appeal became moot upon Hutnick's eviction from Red Carpet Inn. Generally, an actual case or controversy must exist at all stages of the judicial process, or a case will be dismissed as moot. ***Pilchesky v. Lackawanna Cnty.***, 624 Pa. 633, 88 A.3d 954 (2014). An issue is moot if, due to an intervening change in the facts or applicable law, the reviewing court cannot enter an order that has any

legal force or effect. ***Santander Bank, N.A. v. Ansorge***, 327 A.3d 259, 263 (Pa. Super. 2024) (citations omitted).

However, our courts have recognized three exceptions that allow review of issues that have otherwise been rendered moot: "1) the case involves a question of great public importance, 2) the question presented is capable of repetition and apt to elude appellate review, or 3) a party to the controversy will suffer some detriment due to the decision of the trial court." ***Id.*** (quoting ***Lico, Inc. v. Dougal***, 216 A.3d 1129, 1132 (Pa. Super. 2019) (citation omitted)).

As noted above, Hutnick alleges in his appellate brief that he was evicted from the Red Carpet Inn on April 17, 2026, but he does not address the mootness of the appeal or request any particular remedy. However, there is nothing in the certified record to allow us to confirm whether Hutnick is still in possession of the property. Red Carpet Inn did not file an appellate brief.

Even *assuming arguendo* that Hutnick's appeal has not become moot, he would not be entitled to relief as the trial court was entitled to dismiss this action due to Hutnick's failure to comply with our rules of civil procedure.

When a motion for summary judgment has been filed, our rules of civil procedure require the non-moving party to file a response:

> (a) [T]he adverse party may not rest upon the mere allegations or denials of the pleadings but must file a response within thirty days after service of the motion identifying
>
> (1) one or more issues of fact arising from evidence in the record controverting the evidence cited in support of the motion or from

> a challenge to the credibility of one or more witnesses testifying in support of the motion, or
>
> (2) evidence in the record establishing the facts essential to the cause of action or defense which the motion cites as not having been produced.
>
> ...
>
> (d) **Summary judgment may be entered against a party who does not respond.**

Pa.R.C.P. 1035.3(a), (d) (emphasis added). When a party fails to respond to a motion for summary judgment, the trial court may enter summary judgment on the basis of that failure. ***Harber Philadelphia Ctr. City Off. Ltd. v. LPCI Ltd. P'ship***, 764 A.2d 1100, 1104 (Pa.Super. 2000).

Hutnick did not comply with Pa.R.C.P. 1035.3 as he failed to file a response to Red Carpet Inn's summary judgment motion.[1] Thus, the trial court did not abuse its discretion in granting summary judgment in favor of Red Carpet Inn. Accordingly, we affirm the judgment in favor of Red Carpet Inn.

Judgment affirmed. Motion to Correct Record Denied.[2]

---

[1] We recognize that Hutnick has proceeded *pro se* throughout this case. "Although this Court is willing to liberally construe materials filed by a *pro se* litigant, *pro se* status confers no special benefit upon the appellant. To the contrary, any person choosing to represent himself in a legal proceeding must, to a reasonable extent, assume that his lack of expertise and legal training will be his undoing." ***Norman for Est. of Shearlds v. Temple Univ. Health Sys.***, 208 A.3d 1115, 1118–19 (Pa. Super. 2019) (citation omitted).

[2] During the pendency of this appeal, Appellant filed a "Suggestion for Correction of the Record Pursuant to Pa.R.A.P. 1926(b)," asking this Court to replace a particular document in the record with one that is "high-resolution." As Appellant does not offer any argument to challenge the dismissal of this appeal due to his failure to file a response to Red Carpet Inn's motion for summary judgment, this motion is denied.

Judgment Entered.

Benjamin D. Kohler

Benjamin D. Kohler, Esq.
Prothonotary

Date: 11/19/2026