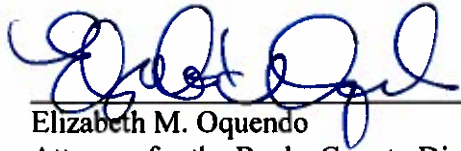


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AMENDED COMPLAINT

AND NOW, comes Plaintiff, The Commonwealth of Pennsylvania, acting by and through Bucks County District Attorney Joseph J. Khan (hereinafter “the Commonwealth”), who respectfully brings this action in the name of the Commonwealth under the *Pennsylvania Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1 *et. seq.*, (hereinafter the “Consumer Protection Law”) to redress and restrain unfair and deceptive acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law and to recover restitution, civil penalties, and costs of this action.

On April 13, 2026, six Bucks County tenants were forced out of their home at 113 S. Main Street in Dublin Borough when it was condemned due to Defendants’ failure to keep the property safe, habitable, and structurally sound. While demanding rent be paid in cash each week, Defendants subjected tenants to freezing winters with no working heat, rodent and pest infestations, issues with the building electricity, and a structurally unsound porch ready to collapse over their heads at any moment.

After responding to a call at 113 S. Main Street, Dublin Borough Police found such dire conditions at the property that they requested Borough Code Enforcement Officers (“Code Enforcement”) inspect the property. On February 20, 2026, Code Enforcement inspected and documented the unsafe conditions on the property and warned Defendants that they must take immediate action to remedy the violations (Ex. A). Instead of making repairs to the property, Defendants did nothing but continue to collect rent weekly, ignored the hazardous conditions their tenants were subject to, and allowed the property to be condemned.

When the property was condemned, the conditions at 113 S. Main Street were worse than anyone could have imagined. Code Enforcement’s final walkthrough revealed additional code violations which included uncovered electrical panels, a spliced electric service cable, and a

compromised support beam in the basement. The landlord hid these additional serious code violations from the code inspector's view behind locked basement doors during the initial inspection. In the weeks and months leading up to the condemnation, Defendants also hid these unsafe property conditions from tenants and yet still showed up each week to demand full rent from tenants who had no place else to go.

Tenants have been exploited at 113 S. Main Street for years. The property has been in violation of the PA Uniform Construction Code since at least 2013, when no working heat was first reported on the premises. (Ex. B). By advertising rooms for rent to prospective tenants and renting rooms to tenants while failing to address basic safety and structural issues at the property Defendants have violated the Consumer Protection Law and taken advantage of Bucks County residents, collecting rent hand over fist from tenants while the property crumbled around them.

Since the Commonwealth filed its Complaint on April 12, 2026, Defendant Richard Goetter has made no effort to make these affected tenants whole. As of the filing of this Amended Complaint, additional tenants have come forward, each sharing the same or similar descriptions of the disrepair, dangerous conditions, and lack of heat at 113 S. Main Street going back to at least 2020. These tenant stories detail Defendants' deceptive and unfair pattern and practices. Defendants demanded rent and tenants unfairly paid full rent for a property that did not meet the most basic standards of habitability week after week, month after month, year after year.

The Commonwealth has reason to believe that Defendants R & R Enterprises, Richard Goetter, and Ronald Goetter (collectively, hereinafter "Defendants") are using, have used, and are about to use methods, acts, or practices declared unlawful by Section 201-3 of the Consumer Protection Law and that the citizens of Bucks County are suffering and will continue to suffer

harm unless the acts and practices complained of herein are enjoined. The Commonwealth believes that the public interest is served by seeking, before this Honorable Court, a permanent injunction to restrain the methods, acts, and practices of Defendants as herein set forth.

In support of this action, the Commonwealth respectfully avers the following:

I. BACKGROUND

1. This case arises from repeated instances of Defendants' unfair, deceptive, and misleading conduct when renting rooms to tenants and while advertising rooms for rent to prospective tenants at 113 S. Main Street, in Dublin Borough, Bucks County, Pennsylvania (hereinafter "113 S. Main Street").
2. Defendants' business model profits by forcing vulnerable, low-income tenants to make an impossible choice between staying in an unsafe and unsanitary building today or risking imminent eviction and homelessness tomorrow.
3. Exploiting that these tenants had few or no other housing options, Defendants profited from unfairly collecting rent on a property that did not meet the implied warranty of habitability over the last thirteen (13) years and failed to keep 113 S. Main Street safe and habitable.
4. As a result of Defendants' failure to provide the bare minimum housing conditions required by Pennsylvania law, the property was boarded up and padlocked after being deemed uninhabitable on April 13, 2026, leaving six tenants out on the street.
5. The Commonwealth brings this instant action to recover restitution to make whole these six tenants and any other previous tenants of 113 S. Main Street who were subject to Defendants' misleading and unfair business practices.

- a. Defendants used deceptive and unfair business practices by renting rooms to tenants while knowing the property was unsafe and in breach of the warranty of habitability.**
6. Upon information and belief, 113 S. Main Street has not met the warranty of habitability since 2013, and Defendants unfairly demanded rent from tenants over the past thirteen (13) years.
 7. Unsanitary conditions, vermin and pest infestations have overwhelmed 113 S. Main Street for years.
 8. In 2024, Defendant Richard Goetter pleaded guilty in 2024 for Rodent/Vector control violation at 113 S. Main Street issued by the Bucks County Health Department. (Ex. C).
 9. In 2016 and 2018, the Bucks County Health Department received complaints about issues with the toilet and a mice infestation at the property.
 10. A 2013 Building Inspection Report documented that 113 S. Main Street had no working building heat despite it being 36 degrees outside that day in violation of the Dublin Borough Building Code which requires rental properties to have a source of heat which can heat the tenant's home to at least 68 degrees Fahrenheit. (Ex. B).
 11. The lack of heat on the property from 2013 until present is a violation of the implied warranty of habitability.
 12. The April 2013 report also documented other building code violations constituting multiple fire hazards, including no working smoke detectors, no emergency lights, no fire extinguishers, and blocked entrances and exits. (*Id.*).
 13. Five years later, in August of 2018, Defendants were cited for violating Section 2 of Dublin Borough Ordinance #308, by allowing junk to be stored on the property including abandoned trailers and junk piled up around the building. (Ex. D).

14. Defendants were notified of the violations on August 6, 2018, and given thirty days to bring the property into compliance or face citations and Code Enforcement action.
15. Defendants failed to remedy the conditions on the property within the required thirty (30) days and a citation for the violation of Borough Code was issued on September 18, 2018.
16. Borough Code Inspectors and tenants were not the only people to note the dangerous and unsanitary conditions at 113 S. Main Street over the years.
17. Healthcare professional Jami Gorman visited a client who lived at 113 S. Main Street in the course of her work duties in 2023.
18. Jami Gorman described the conditions at 113 S. Main Street as deplorable.
19. While visiting 113 S. Main Street, she observed bedbug infestations and issues with the plumbing at the property, and no working heat.
20. Jami Gorman reached out to Defendant Richard Goetter personally to advocate on behalf of her client and tell Defendants about the conditions on the property.
21. Despite her advocacy, which included requests that the conditions at the property be improved, Defendant Richard Goetter was uncooperative.
22. Dangerous structural issues with the front porch of 113 S. Main Street collapsing onto the main entrance and exit of the property date back as far as 2023.
23. Jami Gorman described that in the Summer of 2023, while visiting her client at 113 S. Main street she personally saw that the front porch was collapsing.
24. Jami Gorman described that the landlord or owner was attempting to hold the porch up using broom sticks and cardboard boxes.
25. Jami Gorman took photographs of the condition of the porch during the Summer of 2023.

26. The photograph below taken by Jami Gorman shows a rotted support beam balanced using a garden rock.



(Photograph taken Summer of 2023 by Jami Gorman.

113 S. Main Street Front Porch Support Beam)



(Photograph taken Summer of 2023 by Jami Gorman.

Front Porch of 113 S. Main Street Collapsing.)

22. These haphazard and unsafe repairs made to the front porch structure in 2023 are an example of the unfair conduct Defendants employed then and continued to employ through 2026, by which they charged full rent to tenants living at 113 S. Main Street while subjecting tenants to unsafe and hazardous conditions that violate the warranty of habitability.
 - b. ***Defendants' failure to keep 113 S. Main Street habitable escalated and caused the April 2026 constructive eviction of six tenants.***
23. Defendants most recently exploited six Bucks County residents by brazenly disregarding their tenants' rights, subjecting them to freezing temperatures, fire hazards, and unsafe housing to turn a profit.
24. In February of 2026, Defendants were cited for a variety of unsafe and unsanitary building conditions by Dublin Borough Code Inspectors. (Ex. A).
25. Code Enforcement gave Defendants 10 days to remedy the violations and bring the property into compliance with the Code of Dublin Borough. (*Id.*)
26. Next, Dublin Borough Code Enforcement Officer Jeff Mahon met Defendant Richard Goetter at the property on March 12, 2026, to discuss the February 2026 report and to request a plan to fix the code violations.
27. Despite this in-person meeting with Code Enforcement to discuss the dire conditions of the property and the possibility of condemnation, Defendant Richard Goetter and Defendant R & R Enterprises provided no concrete plan to ensure that repairs would be completed to make the property safe and habitable for the six tenants living there.

28. While on notice that the property was to be imminently condemned due to unsafe, unsanitary conditions and serious structural hazards, Defendants attempted to collect rent and collected approximately two thousand dollars a month from tenants.
 29. Defendants' failure to address the February 2026 code enforcement violations is an example of their unfair and deceptive pattern or practice whereby they squeeze every dollar possible out of vulnerable tenants while making no meaningful repairs and providing little to no property upkeep or required maintenance to the property.
 30. After years of disinvestment and disrepair, the lack of heat, fire hazards, and structural issues at 113 S. Main Street were so severe that Dublin Borough Code Enforcement declared the property uninhabitable on April 13, 2026.
 31. The six tenants residing at 113 S. Main Street immediately preceding the filing of this action were forced out of their homes due to Defendants' unfair and deceptive acts and practices.
 32. The Commonwealth is aware of at least three additional tenants who were evicted from 113 S. Main street by Defendant Richard Goetter who were likely subjected to the same or similar housing conditions as the tenants detailed in this Amended Complaint.
 33. The Commonwealth,, upon information and belief, allege those tenants who were previously evicted by Defendant Richard Goetter may also be entitled to equitable relief.
 34. Further, because Defendants rent rooms by the week, the Commonwealth believes that many other tenants have been subjected to unfair and unsafe living conditions at 113 S. Main Street and may come forward during the pendency of this litigation.
- c. The Consumer Protection Law protects tenants from landlords' misleading, unfair, and deceptive business practices.*

35. The Consumer Protection Law equalizes the power between landlord and tenant and when it was drafted, the Legislature was “[f]ully aware of the pressing need for adequate housing and the unequal economic position of landlord and tenant.” *Commonwealth by Creamer v. Monumental Properties, Inc.*, 459 Pa 450, 478, (1967).
36. In exchange for the payment of rent, tenants reasonably expect a “well known package of goods and services—a package which includes not merely walls and ceilings, but also adequate heat, light and ventilation, serviceable plumbing facilities, secure windows and doors, proper sanitation and proper maintenance.” *Id.* (quoting *Javins v. First National Realty Corp.*, 428 F.2d 1071, 1074 (D.C. Cir. 1970), *cert. denied*, 400 U.S. 825 (1970)).
37. “In Pennsylvania, it is well-settled that landlords owe a duty to protect tenants from injury or loss arising out of a negligent failure to maintain a rental property in a safe condition.” *N’jai v. Bentz*, No. CV 13-1212, 2016 WL 7404550, at *9 (W.D. Pa. Dec. 22, 2016) (citing *Field v. Merriam*, 485 A.2d. 742, 745 (Pa. 1984)).
38. A landlord’s legal duty to protect tenants from failure to maintain rental property in safe conditions is embedded in the implied warranty of habitability.
39. The implied warranty of habitability was “designed to ensure that a landlord will provide facilities and services vital to the life, health, and safety of the tenant and to use of the premises for residential purposes.” *Pugh v. Holmes*, 405 A.2d 897, 905-08 (Pa. 1959).
40. The implied warranty of habitability protects tenants from serious problems with the property, including a lack of building, inadequate or unsafe electrical systems, fire hazards, lack of drinkable water, structural issues, and unsafe unsanitary conditions including vermin infestation.

41. Landlords are also prohibited from renting properties 'as is'. *Fair v. Negly*, 380 A.2d 240 (Sup. 1978).
42. The unsafe structural conditions, lack of heat, pest infestations, and other conditions noted by both tenants, Bucks County Detective John Agnew, and the Code Enforcement Officer substantially impaired the premises habitability and breached the Landlord's covenant to maintain a safe and habitable space.
43. The documented conditions at 113 S. Main Street show that Defendants used misleading, unfair, and deceptive practices by demanding rent from tenants for a property that did not meet the implied warranty of habitability and was therefore not fit for rental.
44. The Commonwealth brings this instant action in the public interest and on behalf of past, current and future tenants who may rent at 113 S. Main Street to permanently enjoin Defendants from misleading, unfair, and deceptive conduct, recover restitution to make whole tenants who dutifully paid rent while Defendants knowingly breached the warranty of habitability, court costs, civil penalties, and any other remedy in equity this Court may determine as just.

II. THE PARTIES

45. Plaintiff is District Attorney of Bucks County Joseph J. Khan, on behalf of the Commonwealth, whose office is located at the Bucks County Justice Center, 100 N. Main Street, Doylestown, PA 18901.
46. Defendant R & R Enterprises is the owner of 113 S. Main Street and is registered as a Fictitious Name with the Pennsylvania Department of State.
47. Defendant R & R Enterprises is the Fictitious Name used by the partnership of Robert Goetter and Richard Goetter and it uses the address P.O. Box 193, Dublin, PA 18917.

48. Defendant Richard Goetter is an adult individual who at all relevant times holds himself out as the owner and landlord of 113 S. Main Street.
49. Defendant Richard Goetter resides in Coopersburg, Bucks County, Pennsylvania.
50. Defendant Robert Goetter resides in Tucson, Arizona.

III. JURISDICTION

51. This Court has jurisdiction over this matter pursuant to Section 931 of the Judicial Code. 42 Pa. C.S.A § 931(a).
52. The Court has jurisdiction over the parties because Defendants systematically and continually conduct business within Bucks County by advertising rooms for rent and renting housing to tenants at 113 S. Main Street.

IV. VENUE

53. Venue is proper with the Court pursuant to Pa. R. Civ. P. 1005(c)(1).

V. STATEMENT OF FACTS

54. Throughout the relevant period, 113 S. Main Street has been a tenant occupied residential building with eight (8) bedrooms.
55. At the time of this Complaint, only one (1) functional bathroom was identified upon inspection.
56. Six tenants were constructively evicted from 113 S. Main Street on April 13, 2026.
57. Until April 13, 2026, there was signage in front 113 S. Main Street advertising rooms for rent.



(Photo of sign outside 113 S. Main Street. Taken by Detective John Agnew in March of 2026.)

58. Rent was collected from tenants on a weekly basis by landlord, Defendant Richard Goetter.
59. Defendant Richard Goetter provided individuals with a written receipt for rental payments.
60. Rents for rooms varied between \$720 a month and \$920 dollars per month.
61. Defendant Richard Goettler recently began collecting security deposits from tenants.
62. Defendant Richard Goettler has used written leases.
63. Defendant Richard Goetter previously evicted tenants if they became two weeks late on the rent.
64. Pennsylvania law recognizes the implied warranty of habitability, a contractual requirement that tenants cannot waive, which requires landlords to maintain safe, and habitable premises in exchange for rent from tenants. *Pugh v. Holmes*, 486 Pa. 272 (1979).
65. Since at least 2013, the conditions at 113 S. Main Street have not met the basic implied warranty of habitability and as of the date of this Amended Complaint's filing the

property has been declared uninhabitable by Dublin Borough Code Enforcement because it is neither safe nor habitable for tenants.

66. Defendants have been personally aware of the conditions at 113 S. Main Street since at least 2013. (Ex. B).
67. For years, tenants have requested that Defendants fix the heating system on the property.
68. Defendants refused to fix the heating system on the property.
69. Instead, Defendants misrepresented to the tenants that it was their responsibility to provide heat for themselves and to use their own space heater.
70. Defendants were also aware of electrical issues on the property that would limit the number of items, like space heaters, that could be plugged into electrical systems.
71. Defendant Goetter instructed tenants to ‘follow the rules’ about what to plug into electrical sockets because if tenants would plug too many things into the sockets, the power would go out, and tenants would be unable to run their space heater.
72. Several tenants also complained about pest and rodent infestations that were overwhelming the property and were not addressed.
73. On February 20, 2026, an inspection was conducted by Dublin Borough Building Code Inspectors and the following building code violations were observed and documented:
 - a. “No heat, use of multiple space heaters in the room. Potential fire hazard.
Hoarding conditions in rooms, hallways and stairwell don’t allow for proper egress and could become challenging for emergency responders;



(Photograph of hoarding conditions. Taken by Dublin Borough Code Enforcement.

(Ex. A.)

- b. No emergency lighting in common areas to assist with emergency egress;**
- c. Extension cords laid out on floors plugged into common area receptacles going into rooms. Potential fire hazard;**
- d. Black mold exists in community bathroom. Health Hazard;**



(Photograph of hazardous conditions in bathroom. Taken by Dublin Borough Code Enforcement (Ex. A).

- e. **Structural Hazard.** The supports for the porch roof are fractured and have rot throughout the roof itself. It is completely compromised and unrepairable;





(Photographs of structural damage to front porch. Taken by Dublin Borough Code Enforcement (Ex A).)

- f. The cornice section of the building is missing siding/molding to keep underlayment dry; and
 - g. No verification of mechanical systems and existing foundation was achievable.”
- (Ex. A).

74. Defendants were informed that repairs must be made within ten (10) business days from the February 10th inspection or 113 S. Main Street would be classified as an Unsafe Building as per the Pennsylvania Uniform Construction Code. 34 Pa. A.D.C. § 403.84. (*Id.* at 2.)
75. An Unsafe Building is defined as:
- “§ 403.84. Unsafe building, structure or equipment.
- (a) A building code official may determine that a building, structure or equipment is unsafe because of inadequate means of egress, inadequate light and ventilation, fire hazard, or other dangers to human life or the public welfare, illegal or improper occupancy or inadequate maintenance.” (*Id.*).
76. Defendants failed to remedy any of the conditions at the property by February 24th, 2026, as required by Code Enforcement.
77. In fact, the unsafe conditions persisted at 113 S. Main Street and Defendants continued to collect rent until the building was condemned on April 13, 2026.
78. Upon an inspection of the property by Bucks County Detective John Agnew on March 19, 2026, the following conditions were noted:
- a. A strong odor of human waste;
 - b. Only one smoke detector in the property;



(Photograph of only working smoke detector on property. Taken by Detective John Agnew.)

- c. Portable electric space heaters being used in the bedrooms and common areas, with one heater hooked up to a propane tank inside the house;



(Photograph of electric space heater in common area and nonfunctional radiator covered with tenant belongings. Taken by Detective John Agnew.)

- d. An electric space heater in the common bathroom;



(Photograph of electric space heater in bathroom. Taken by Detective John Agnew.)

- e. Poor lighting in common areas and hallways of the residence;
f. Windows blocked with tenant's belongings;



(Photograph of blocked window. Taken by Detective John Agnew)

- g. A large piece of plywood on the bathroom floor in front of the sink possibly covering a hole in the floor;



(Photograph of plywood on bathroom floor. Taken by Detective John Agnew.)

- h. No exit signs;
 - i. Damage to the front porch ceiling; and
 - j. A drain pump hose coming out from under the house.
79. On April 13, 2026, Dublin Borough Code Enforcement marked the structure as uninhabitable.
80. Due to Defendants' actions, the tenants at 113 S. Main Street were constructively evicted from the premises, in violation of the *Pennsylvania Landlord and Tenant Act of 1951* ("Landlord Tenant Act").
81. Defendants violated the Consumer Protection Law by misrepresenting to past tenants and to potential past tenants that 113 S. Main Street was fit for rental, and by failing to keep 113 S. Main Street in safe, habitable, and sanitary conditions.

a. The Tenants Immediately Displaced on April 13, 2026

i. The Tenancy of Tenant 1 and 2

82. Tenant 1 is a sixty-three (63) year old tenant who has rented a room on the second floor of 113 S. Main Street for the past 5 years.
83. Tenant 1 shared this room with their roommate, Tenant 2.
84. Tenant 1 has a physical disability, has an amputated leg, and requires assistance to complete activities of daily living.
85. Tenant 1 and 2's room was located on the second floor and there is no elevator on the property.
86. Tenant 1 paid \$230.00 per week for rent, which includes utilities for the room they shared with Tenant 2.
87. Defendant Richard Goetter collected \$230.00 a week from Tenant 1 in person on Fridays.
88. Tenant 1 confirmed that there was no working heat on the property and that the sole heat source was a portable electric heater inside their room.
89. The portable electric heaters were powered by extension cords which lay across the second floor, creating trip and fall hazards.
90. No emergency lighting in common areas was present to assist with emergency egress for tenants. (Ex. B).
91. Hoarding conditions in rooms, hallways, and stairwells did not allow for proper egress and could be challenging for emergency responders who might need to reach Tenant 1 on the second floor. (Ex. B).



(Photograph of stairwell leading to the room of Tenants 1 and 2. Taken by Dublin Borough Code Enforcement. (Ex. A))

92. Tenant 2 confirmed that there was no heat source at the property.

ii. The Tenancy of Tenant 3

93. Tenant 3 is a seventy (70) year old tenant who rented a room at 113 S. Main Street for about a month.

94. Prior to their tenancy at 113 S. Main Street, Tenant 3 was living at a shelter in Quakertown.

95. Tenant 3 signed a lease to rent a room from Defendant Richard Goettler but was never given a copy for their records.

96. Tenant 3 paid \$800 a month to Defendant Richard Goettler by check.

97. Tenant 3's sole source of income is Social Security.

98. After moving in, Tenant 3 asked Defendant Richard Goettler to repair the heat in the property but was told by Defendant Richard Goettler that Tenant 3 had to provide their own heat in violation of the warranty of habitability.
99. Tenant 3's only source of heat was a portable propane heater and a portable electric heater that they provided for themselves.
100. Tenant 3 told Bucks County Detective John Agnew that there were problems with the electricity going off at the house because of overloads on the breakers when tenants plugged into too many appliances.
101. Tenant 3 had a rodent and cockroach infestation in their room.

iii. The Tenancy of Tenant 4

102. Tenant 4 is a thirty-three (33) year old tenant who rented a room at 113 S. Main Street for a year.
103. Prior to their tenancy at 113 S. Main Street, Tenant 4 was at a group home in Sellersville, PA.
104. Tenant 4 used a social services agency to pay \$180 per week for rent, which included utilities.
105. Tenant 4 believed there were five or six people who were living on the property immediately preceding the filing of the original Complaint in this matter.
106. Tenant 4 confirmed that the heat source in their room was a portable heater.
107. Tenant 4 explained that when too many people plugged in their space heaters or electric appliances into the outlets, the power would go out.

iv. The Tenancy of Tenant 5

108. Tenant 5 is a seventy (70) year old tenant who had lived on the property for thirteen (13) years.
109. Tenant 5's sole source of income is Social Security.
110. Tenant 5 did not pay rent in exchange for providing services as the property manager of 113 S. Main Street.
111. Despite operating as the property manager at the direction of Defendant Richard Goetter, Tenant 5 did not ensure the safety and habitability of the common areas, bathroom, kitchen, stairwells, egress and ingress of the property.
112. Tenant 5 explained that Defendant Goetter collected security deposits from tenants.
113. Tenant 5 confirms that there was no heat in the house.
114. Tenant 5 confirmed that Defendant Goetter would come every Friday to pick up rent checks from tenants.

b. Past Tenants of 113 S. Main Street

115. Since the filing of the original complaint, additional tenants have reached out to the Bucks County District Attorney's Office to share their personal experiences from their tenancy at 113 S. Main Street.

i. Tenant 6 and 7

116. Tenant 6 lived at 113 S. Main Street from December of 2022 through May of 2023 with their 11-year-old child, Tenant 7.
117. Tenant 6 reports there was no heat in the building while they lived there.
118. Tenant 6 paid \$180 a month in rent for room 4.
119. Tenant 6 described the living conditions as horrible but felt they had no other choice but to live there.

120. Tenant 6 requested repairs to be made to the property but Defendants never took care of any of the requests.
121. Tenant 6 reports that Defendant Richard Goetter filed for eviction against them even after they moved out.

ii. Tenants 8 and 9

122. Tenants 8 and 9 lived at 113 S. Main Street from 2021-2022 for a little more than a year.
123. Tenants 8 and 9 paid between \$130-\$150 per week in rent.
124. Tenants 8 and 9 confirmed there was not heat in the building and supplied their own electric heater.
125. Tenants 8 and 9 believed there was a hole in the bathroom floor, but it was covered with a board.
126. Tenants 8 and 9 confirmed that the living conditions were bad and they complained to the Property Manager but nothing was ever done by Defendants to improve the conditions.

VI. LEGAL FRAMEWORK

Consumer Protection Law

127. The Consumer Protection Law protects consumers by prohibiting “unfair or deceptive acts and practices in the conduct of any trade or commerce...” 73 P.S. § 201-3(a).
128. “Unfair or deceptive acts or practices” prohibited by the Consumer Protection include, but are not limited to, the following:
 - a. Causing likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services:

- b. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; 73 P.S. § 201-2(4)(v).
 - c. Advertising goods or services with intent not to sell them as advertised; 73 P.S. § 201-2(4)(ix).
 - d. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; 73 P.S. § 201-2(4)(xiv).
 - e. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding. 73 P.S. § 201-2(4)(xxi).
129. The Consumer Protection Law defines “trade” and “commerce” to mean “the advertising, offering for sale, or distribution of any services and the property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value wherever situate, and includes any trade or commerce directly or indirectly affecting the people of this Commonwealth. 73 P.S. § 201-2(3).
130. District Attorneys are authorized to bring actions in the name of the Commonwealth when they believe that any person is using or about to use any method, act, or practice declared unlawful by Section 201-3 of the Consumer Protection Law. 73 P.S. § 201-3.
131. The Supreme Court of Pennsylvania held that “[t]he leasing of residences falls within the ambit of the Consumer Protection Law”. *Com., by Creamer v. Monumental Properties, Inc.*, 459 Pa. 450, 467 (1974).

132. Whenever any court issues a permanent injunction to restrain and prevent violations of this act, the court may, on its discretion, direct defendant or defendants to pay restitution and costs. 73 P.S. § 201-4.1.
133. If the court finds a person, firm, or corporation has violated the Consumer Protection Law, then the District Attorney, acting in the name of the Commonwealth, may recover on behalf of the Commonwealth, a civil penalty of not exceeding one thousand dollars (\$1,000) per violation in addition to any other relief which may be granted under sections 4 and 4.1 of the Consumer Protection Law. 73 P.S. § 201-8(a).
134. Where the victim is sixty years of age or older, the civil penalty shall not exceed three thousand dollars (\$3000) per violation of the Consumer Protection Law in addition to any other relief which may be granted under sections 4 and 4.1 of the Consumer Protection Law. 73 P.S. § 201-8(b).

CLAIMS FOR RELIEF

COUNT 1

(Against all Defendants)

**Violations of the Unfair Trade Practices and Consumer Protection Law,
73 P.S. § 201-1 *et. seq.***

**All Defendants' misrepresentations and omissions made to prospective tenants regarding
the habitability of the property at 113 S. Main Street**

135. The Commonwealth incorporates by reference each of the allegations in the preceding paragraphs as if fully set forth herein.
136. Defendants' advertisement of rooms for rent at 113 S. Main Street to prospective tenants while knowing that the property did not meet the warranty of habitability, lacked working heat, and had serious structural defects and other material conditions that could jeopardize the health and safety of tenants is a misleading, unfair or deceptive practice.

137. Defendant Richard Goetter's representations to prospective tenants indicating that rooms available at 113 S. Main Street were suitable for rent were misleading, unfair, or deceptive.
138. Defendant Richard Goetter's omissions or lack of disclosures to prospective tenants about the conditions which violated the warranty of habitability at 113 S. Main Street were misleading, unfair, or deceptive.
139. By advertising rooms for rent at 113 S. Main Street with no disclosures to prospective tenants about the conditions which violated the warranty of habitability, Defendants misrepresented that property had uses, benefits, or qualities that 113 S. Main Street did not have.
140. By advertising rooms for rent at 113 S. Main Street with no disclosures to prospective tenants about the conditions which violated the warranty of habitability and while making no effort to correct those conditions, Defendants advertised services with the intent not to sell them as advertised.
141. These misleading, unfair, or deceptive acts and omissions by Defendants violate the following provision of the Consumer Protection Law:
 - a. 73 P.S. § 201-(2)(4)(ix), which prohibits advertising goods or services with intent not to sell them as advertised;
 - b. 73 P.S. § 201-(2)(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or qualities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have;

- c. 73 P.S. § 201-(2)(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

COUNT 2

(Against Defendant Richard Goetter)

**Violations of the Unfair Trade Practices and Consumer Protection Law,
73 P.S. § 201-1 *et. seq.***

**Defendant Richard Goetter's misleading and deceptive misrepresentations made to tenants
regarding the habitability of the property at 113 S. Main Street**

142. The Commonwealth incorporates by reference each of the allegations in the preceding paragraphs as if fully set forth herein.
143. Defendant Richard Goetter's misrepresentations to tenants that full rent is owed on a property that does not meet the warranty of habitability is a misleading, unfair, and deceptive practice.
144. By misrepresenting to tenants that full rent is owed on a property that does not meet the warranty of habitability, Defendant Richard Goetter unfairly and deceptively represented that the property has qualities, uses and benefits that it did not have.
145. Each week, Defendant Richard Goetter misrepresented to each tenant that he was owed full rent for rooms at 113 S. Main Street, while knowing that the property did not meet the warranty of habitability, lacked working heat, and had serious structural defects and other material conditions that could jeopardize a tenant's health.
146. Defendant Richard Goetter's misrepresentations and omissions to tenants about repairs to be made to the property were misleading, unfair, or deceptive practices.

147. Defendant Richard Goetter's omissions to tenants about known conditions and issues with 113 S. Main Street which violated the warranty of habitability were misleading, unfair, or deceptive practices.
148. Defendant Richard Goetter's concealment of known conditions and issues at 113 S. Main Street which violated the warranty of habitability was a misleading, unfair, or deceptive practice.
149. These misleading, unfair, or deceptive acts, misrepresentations, and omissions by Defendant Richard Goetter violate the following provision of the Consumer Protection Law:
 - a. 73 P.S. § 201-(2)(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or qualities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have; and
 - b. 73 P.S. § 201-(2)(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court issue an Order:


- a. Declaring the conduct of Defendants as set forth in this Complaint, to be in violation of the Consumer Protection Law;

- b. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to pay restitution to all consumers who have suffered losses as a result of Defendants' unlawful conduct;
- c. Permanently enjoining Defendants from engaging in any further advertisement of rooms for rent and renting rooms at 113 S. Main Street until the issues detailed in this complaint have been corrected and/or repaired and the property has been deemed as habitable by Dublin Borough Code Enforcement;
- d. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000) for every violation of the Consumer Protection Law, the number of violations to be proven at trial, and three thousand dollars (\$3,000) for each such violation involving a victim aged sixty (60) or over;
- e. Awarding the Commonwealth the cost of investigation, attorney's fees, filing fees, and costs of this action;
- f. Granting any other such relief as this Honorable Court deems necessary and appropriate.

Respectfully submitted,

JOSEPH J. KHAN
BUCKS COUNTY DISTRICT ATTORNEY

Date: 5/1/20

By: 
Elizabeth M. Oquendo
Deputy District Attorney
PA Attorney No. 312783
Bucks County District Attorney's Office

100 N. Main Street
Doylestown, PA 18901
Telephone: 267-824-5361
eoquendo@buckscounty.org

VERIFICATION

I, Detective John Agnew, being duly sworn according to law, hereby state that I am a Detective with the Bucks County Detectives, and that I am authorized to make this verification on behalf of the Plaintiff, District Attorney Joseph J. Khan of Bucks County, and that the facts in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

Date: 6/1/26

By: JJS
Detective John Agnew, #9947
Bucks County Detective

Exhibit A



📍 2325 Heritage Center Drive, Suite 315, Furlong, PA 18925
📞 267 454 2260 📠 610 481 9098
🌐 barryisett.com

February 20, 2026

RE: 113 S Main St, Dublin, PA 18917
TMP: 10-004-091

R&R Enterprises
Attn: Richard Goetter
P.O. Box 193
Dublin, PA 18917

Dear Property Owner,

Barry Isett and Associates is the appointed Building Code Official for Dublin Borough. As such, it is our duty to enforce all ordinances and codes for Dublin Borough.

On Monday February 16th the Chief of Police for Dublin Borough was onsite at 113 S Main St for a call and noticed some violations inside the property. The following items are what was documented in his email to me:

- 1) No heat, use of space heaters in the rooms.
- 2) Hoarding conditions.
- 3) Front porch soffit coming down, see pictures below.

On Friday February 20th the Chief of Police for Dublin Borough escorted Inspector Jimmy Bernard onsite at 113 S Main St for inspection. The following items were documented:

- 1) No heat, use of multiple space heaters in the rooms. Potential fire hazard.
- 2) Hoarding conditions in rooms, hallways, and stairwell don't allow for proper egress and could become challenging for emergency responders.
- 3) No emergency lighting in common areas to assist with emergency egress.
- 4) Extension cords laid out on floors plugged into common area receptacles going into rooms. Potential fire hazard.
- 5) Black mold exists in community bathroom. Health hazard.
- 6) The supports for the porch roof are fractured and have rot throughout the roof itself. It is completely compromised and unrepairable. Structural hazard.
- 7) The cornice section on the building is missing siding/molding to keep underlayment dry.
- 8) Sections of brick in need of pointing or replacement.

Inspector and the Chief of Police were denied access to the basement, so verification of mechanical systems and existing foundation was not achievable.

Please refer to the following PA Uniform Construction Code section:

§ 403.84. Unsafe building, structure or equipment.

- (a) **A building code official may determine that a building, structure or equipment is unsafe because of inadequate means of egress, inadequate light and ventilation, fire hazard, other dangers to human life or the public welfare, illegal or improper occupancy or inadequate maintenance. A vacant building or structure that is not secured against entry is unsafe under this section.**

Required Actions:

You are required within ten (10) days of the date of this notice to remedy the violations found and bring your property into compliance with the Code of Dublin Borough. You must provide a safe habitable space for all tenants on your property. Once non-compliant issues are remedied, contact the Building Code Official to schedule an inspection.

Kind Regards,



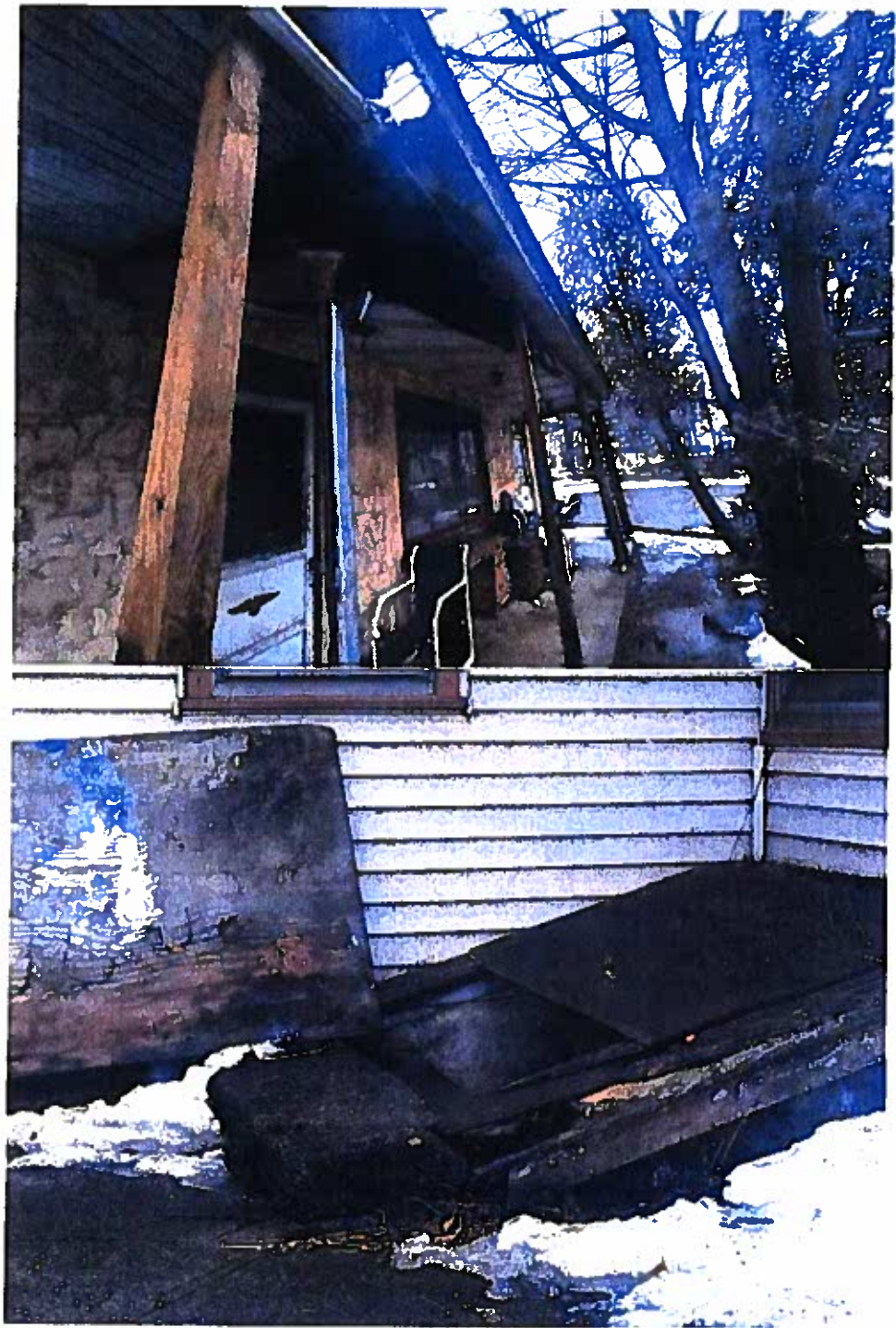
Jeff Mahon, MCP, BCO
Building Code Official
Dublin Borough

(D) 610-723-7719
jmahon@barryisett.com

(Please see attached property images)









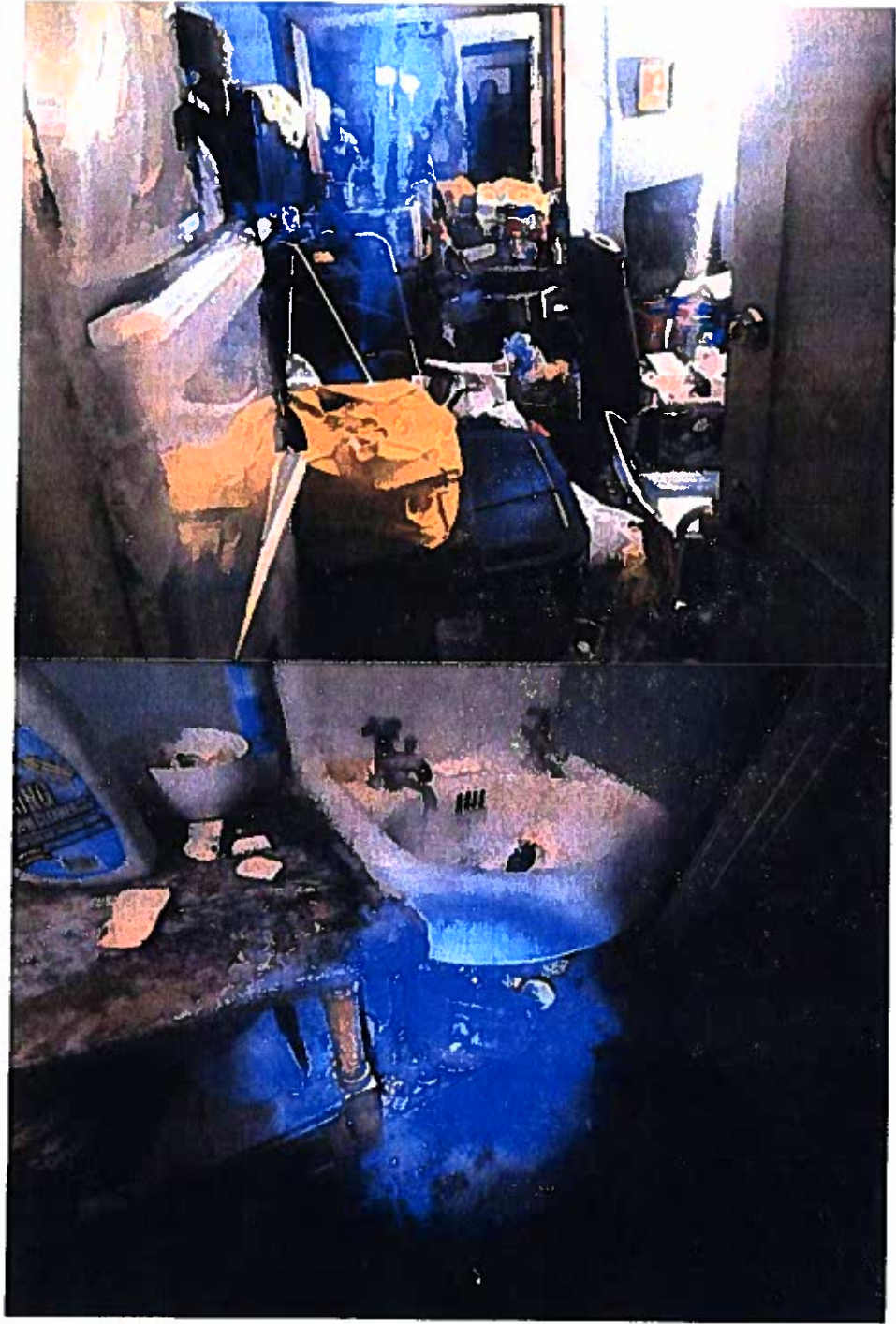




Exhibit B



BUILDING INSPECTION REPORT

BOUCHER & JAMES, INC.
CONSULTING ENGINEERS

1456 Ferry Road, Bldg. 500
Doylestown, PA 18901

(215) 345-9400 OFFICE
(215) 345-9401 FAX

10 Rim Rock Road
Stroudsburg, PA 18360

(570) 629-0300 OFFICE
(570) 629-0306 FAX

DATE: 4/3/13 JOB NO.: 11 46 600P

PROJECT:

LOCATION/UNIT: 113 S. MAIN ST

CLIENT: DUBLIN BOROUGH

CONTRACTOR:

WEATHER: CLEAR TBMP: 36° TIME:

INSPECTION ITEM:

SETBACK BACKFILL FOOTER FOUNDATION FRAMING PLUMBING MECHANICAL SPRINKLER
FIRE ALARM INSULATION/FIRE STOPPING DRYWALL ACCESSIBILITY U&O OTHER EXISTING BLDG.

SITE OBSERVATION

BUILDING INSPECTION

INSPECTION RESULT:

PASS

FAIL

ROUGH-IN

FINAL

FIELD CORRECTION NOTICE ISSUED:

YES

N/A

COMMENTS:

I INSPECTED THIS LOCATION AT THE REQUEST OF DUBLIN BOROUGH AND WITH THE PERMISSION OF A RESIDENT "DAVE" IN ROOM 4. I OBSERVED THE FOLLOWING:

- A WIRE COMES OUT OF A PADLOCKED DOOR (ATTIC?) AND INTO ANOTHER ROOM
- UNIT 4 HAS A NON-FUNCTIONING OUTLET BOX, WIRES JOINED WITH WIRE NUTS OPEN TO THE ROOM. IT ALSO HAS A WIRE COMING OUT OF AN EXTERIOR WALL, HANGING 12"-16" AND ENDING IN AN OUTLET BOX SITTING ON THE FLOOR. MULTIPLE ELECTRIC HEATERS ARE PLUGGED INTO IT, HEATING AN OTHERWISE UNHEATED ROOM. RESIDENT SAID NO HEAT IS PROVIDED.
- NO SMOKE DETECTORS
- NO EMERGENCY LIGHTS
- NO FIRE EXTINGUISHERS
- BROKEN WOOD FURNITURE PILED UP IN HALLWAY AT THE TOP OF THE STAIRS
- CHECKED BORO RECORDS AND NO RECORD OF PERMIT FOR ELECTRICAL WORK

COPIES TO:

KURT JENSEN

BILL WERT

SHEET _____ of _____

SIGNED:

CERT. #

Keneth C. Kitting
004826

Exhibit C

Magisterial District Judge 07-3-03

DOCKET

Docket Number: MJ-07303-NT-0000155-2024

Non-Traffic Docket



Commonwealth of Pennsylvania

v.

Richard Goetter

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Gary Gambardella	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	06/03/2024
<u>Arresting Agency:</u>	Health Violations, County	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R28501152	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	06/24/2024
<u>County:</u>	Bucks	<u>Township:</u>	Bucks County
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	06/24/2024	Completed
	06/24/2024	Case Balance Due
	06/24/2024	Case Disposed/Penalty Imposed
	06/24/2024	Awaiting Sentencing
	06/03/2024	Awaiting Plea

DEFENDANT INFORMATION

<u>Name:</u>	Goetter, Richard	<u>Sex:</u>	
<u>Date of Birth:</u>		<u>Race:</u>	
<u>Address(es):</u>			
Other			
Dublin, PA 189170193			

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Arresting Officer	Caprio, Daniel A
Defendant	Goetter, Richard

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 3 §§ 1	S	BCHD - Rodent/Vector Control	04/29/2024	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	06/24/2024	No
<u>Offense Seq./Description</u>	<u>Offense Disposition</u>	
1 BCHD - Rodent/Vector Control	Guilty Plea	

Magisterial District Judge 07-3-03

DOCKET

Docket Number: MJ-07303-NT-0000155-2024

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Richard Goetter

Page 2 of 2

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
06/24/2024	Summons Cancelled	Magisterial District Court 07-3-03	Richard Goetter, Defendant
06/24/2024	Guilty Plea	Magisterial District Judge Gary Gambardella	Richard Goetter, Defendant
06/10/2024	Summons Issued	Magisterial District Court 07-3-03	Richard Goetter, Defendant
06/10/2024	First Class Summons Issued	Magisterial District Court 07-3-03	Richard Goetter, Defendant
06/03/2024	Non-Traffic Citation Filed	Magisterial District Court 07-3-03	

CASE FINANCIAL INFORMATION

Case Balance: \$0.00 Next Payment Amt:
Last Payment Amt: Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$300.00	\$0.00	\$0.00	(\$300.00)	\$0.00
JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
State Court Costs (Act 204 of 1976)	\$10.80	\$0.00	\$0.00	(\$10.80)	\$0.00
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
Commonwealth Cost - HB627 (Act 167 of 1992)	\$10.80	\$0.00	\$0.00	(\$10.80)	\$0.00
County Court Cost (Act 204 of 1976)	\$39.90	\$0.00	\$0.00	(\$39.90)	\$0.00
Postage - Case	\$0.64	\$0.00	\$0.00	(\$0.64)	\$0.00

Exhibit D



Celebrating 100 Years

Angela P. Benner
Borough Manager

BOROUGH OF DUBLIN

Bucks County, Pennsylvania
Founded: 1912

Christopher Hayes
Mayor

Jeffrey Shaver
Council President

August 6, 2018

COPY

R&R Enterprises
Attn: Richard Goetter
PO Box 193
Dublin, PA 18917

SENT BY CERTIFIED MAIL: 7016 2070 0000 5664 1571

RE: Violation of Health and Safety Ordinance
113 S. Main Street, TMP# 10-004-091

You are the owner of record of the above named property. It has come to my attention that there are abandoned trailers located in back of your property that meets the definition of "junk" as described in Borough Ordinance 308, a copy of which is enclosed for your convenience.

Specifically, Section 2 of Borough Ordinance #308, prohibits the following:

The establishment, maintenance or conduct of any junkyard, the parking of or the storage of abandoned or junked vehicles or junk, either on public or private property, except pursuant to a valid zoning permit, is hereby declared to be a public nuisance. At present, there is a significant amount of "junk", as defined in Ord. #308, located in rear yard. This constitutes a violation of the Code.

The above referenced property must be brought into compliance with Chapter 10 of the Borough Code of Ordinances within 30 days from the date of this letter. Failing full compliance, Citations will be issued, and enforcement actions will be taken pursuant to Section 10-107 of the Borough Code.

You can reach me at 215-249-3310 or at abenner@dublinborough.org

Sincerely,

Angela P. Benner
Borough Manager / Zoning Officer



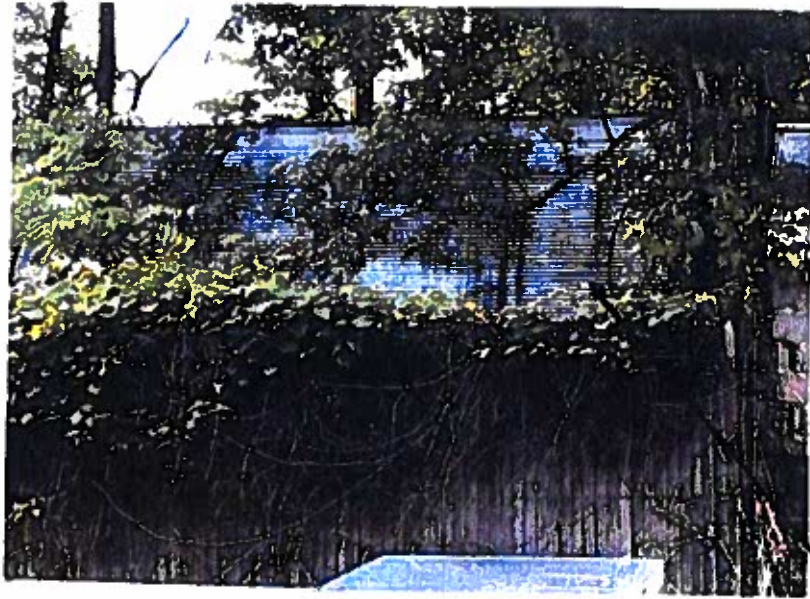
COMMONWEALTH OF PENNSYLVANIA

CITATION NO.

NON-TRAFFIC CITATION

1. Magisterial District Number		2. District Number		3. Social Security Number	
4. Address of Magisterial District Office				5. Driver's Number	
7. Offense's Name - First		Middle		Last	
9. Offense's Address (Street-City-State-Zip Code)					
11. Race/Ethnicity (W) <input type="checkbox"/> White (B) <input type="checkbox"/> Black (O) <input type="checkbox"/> Native American		(A) <input type="checkbox"/> Asian (H) <input type="checkbox"/> Hispanic (U) <input type="checkbox"/> Unknown		10. Sex (M) <input type="checkbox"/> Male (F) <input type="checkbox"/> Female	
14. ADVERSE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		15. Points Added <input type="checkbox"/> Yes <input type="checkbox"/> No		16. Parent's Name	
17. Court number		18. Fine		19. Case Initiated by (O) <input type="checkbox"/> On-View Arrest (C) <input type="checkbox"/> Citation/Summons	
19. Charge <input type="checkbox"/> Disorderly Conduct <input type="checkbox"/> Criminal Trespass <input type="checkbox"/> Theft of Services <input type="checkbox"/> Criminal Mischief <input type="checkbox"/> Harassment <input type="checkbox"/> Public Drunkenness <input type="checkbox"/> Scattering Rubbish <input type="checkbox"/> Retail Theft <input type="checkbox"/> Purchase, Consumption, Possession or Transportation of Liquor or Malt or Brewed Beverages <input checked="" type="checkbox"/> Other Violation of Borough Code					
20. Nature of Offense Property owner has abandoned junk stored on his property. This is considered a public nuisance per ord 307 require removal.				21. Pa. Code	
22. <input type="checkbox"/> Chapter Code Title is Chapter 10				23. Section 102	
24. BLB SEC. 1,000-				25. FINE \$40.25	
26. COSTS				27. JEFF. P. 13 CLEAR ACT	
28. TOTAL DUE \$				29. Date	
30. City/Town		31. Day		32. Zone	
33. Location				34. County	
35. County Code				36. Date	
37. Defendant's Signature - Acknowledges Receipt of Citation X				38. Date	
39. I verify that the facts set forth in this citation are true to the best of my knowledge, information and belief. This verification is made subject to the penalties of Section 4504 of the Criminal Code (18 Pa.C.S. § 4504) relating to untruthful statements in affidavits. I certify this being compliant with the US Case Records Public Access Policy.				40. OFFICER'S SIGNATURE	
41. Station Address				42. BADGE NUMBER	
43. Station Address				44. ORI NUMBER	
45. Offense Code		46. Property Number		47. System Code	
48. Victim's Name		49. Date of Birth (MM/DD/YY)		50. Sex	
51. Victim's Address (Street-City-State-Zip Code)				52. Phone Number	
53. Defendant's Information Section					
54. Name-Last-First-Middle Initial					
55. Home Address					
56. Home Phone Number					
57. Date of Birth (MM/DD/YY)					
58. Sex					
59. Home Address					
60. Home Phone Number					
61. Date of Birth (MM/DD/YY)					
62. Sex					
63. Home Address					
64. Home Phone Number					
65. Date of Birth (MM/DD/YY)					
66. Sex					
67. Home Address					
68. Home Phone Number					
69. Date of Birth (MM/DD/YY)					
70. Sex					
71. Home Address					
72. Home Phone Number					
73. Date of Birth (MM/DD/YY)					
74. Sex					
75. Home Address					
76. Home Phone Number					
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92. Home Phone Number					
93. Date of Birth (MM/DD/YY)					
94. Sex					
95. Home Address					
96. Home Phone Number					
97. Date of Birth (MM/DD/YY)					
98. Sex					
99. Home Address					
100. Home Phone Number					

2018 SEP 18 AM 11:2
POLICE
07-503

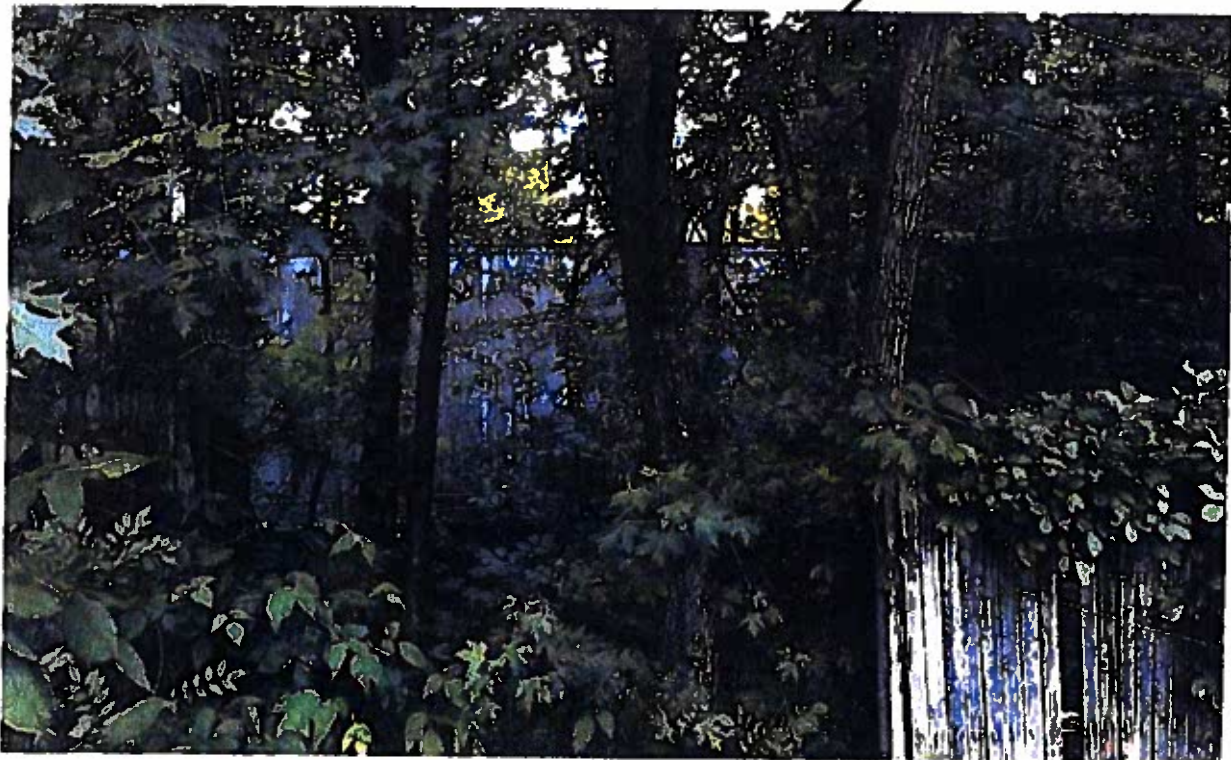


JUNK IN BACK YARD





JUNK IN BACK YARD





JUNK ON PORCH

