

2026 PA Super 225

NATALIE RIVERA	:	IN THE SUPERIOR COURT OF
	:	PENNSYLVANIA
Appellant	:	
	:	
	:	
v.	:	
	:	
	:	
DUC M. LE AND HIEN T. LE	:	No. 1428 EDA 2025

Appeal from the Judgment Entered June 4, 2025
In the Court of Common Pleas of Philadelphia County Civil Division at
No(s): 221000496

BEFORE: KUNSELMAN, J., NICHOLS, J., and SULLIVAN, J.

OPINION BY SULLIVAN, J.:

FILED OCTOBER 7, 2026

Natalie Rivera ("Rivera") appeals from the judgment entered against her and in favor of Duc M. Le and Hien T. Le, her prior landlords ("Appellees"), following a bench trial in this action Rivera brought pursuant to the Philadelphia Lead Disclosure and Certification Ordinance, Phila. Code, Chapter 6-800 ("the Ordinance"). For the reasons discussed below, we find Rivera's claims either waived or meritless because this Court's decision in ***Hand v. Fuller***, 294 A.3d 468 (Pa. Super. 2023), controls. Accordingly, we affirm.

Rivera along with her mother and then-boyfriend signed a lease for the property at 586 E. Sanger St., Philadelphia ("the property"), on July 16, 2016. **See** Trial Court Opinion, 9/2/25, at 1. Rivera's two young children were not specifically listed on the lease. **See id.** However, one of the children was present when she signed the lease, and she had previously "discussed" her children at the walk through of the property and the signing. **See id.**

Appellees' property manager lived two doors from Rivera and was aware there were children living in the property. **See id.** At some point between 2016-2022 both Rivera's boyfriend and her mother moved out. **See id.** at 2. Rivera was unaware of any lead inspection being performed when she resided in the property. **See id.** Rivera paid rent through May 2022, but withheld rent payments from June-December 2022 because of problems with the apartment that Appellees did not fix. **See id.** Appellees filed an eviction action and the parties entered into a judgment agreement on October 14, 2022, requiring Rivera to vacate the premises by December 31, 2022. **See id.**

Rivera filed the instant action on October 8, 2022. She claimed Appellees violated the Ordinance by failing to supply her with a valid lead-free or lead-safe certification. **See** Complaint, 10/6/22, at 3-4. Rivera maintained that, because she moved into the property in 2016, Appellees were required to comply with Section 6-803(3)(a)¹ of the 2012 version of the Ordinance. **See id.** at 4-5. Rivera sought exemplary damages, abatement of her rent for

¹ Section 6-803(3)(a) of the 2012 version of the Ordinance stated:

(a) No lessor shall enter into a lease agreement with a lessee, other than a renewal lease, to rent any Targeted Housing, or a unit in such Targeted Housing, unless (.1) he or she provides the lessee with a valid certification prepared by a certified lead inspector stating that the property is either lead free or lead safe; and (.2) the lessee acknowledges receipt of the certification by signing a copy.

the period for which no certification was furnished, and attorney fees and costs. **See id.** at 5-6.

The trial court held a bench trial in February 2025. On May 8, 2025, the trial court found in favor of Appellees and issued findings of fact and conclusions of law. Rivera filed a motion for reconsideration, which the trial court denied. This timely appeal followed. Rivera and the trial court complied with Pa.R.A.P. 1925.

On appeal, Rivera raises five issues for our review.

Question 1: Did Appellees' continuous selective and/or inaccurate quotation of sections of the Lead Certification Law in their pleadings cause confusion as to which version of the law was being quoted?

Question 2: Did the trial court err in not recognizing that [**Hand**] is distinguishable from [] Rivera's case where the initial lease in **Hand** was entered into in 2002 and the 1995 version of the Lead Law applied thereto, and the 2012 Amendments were inapplicable based upon the facts in **Hand**?

Question 3: Did the trial Court err in making a conclusion of law . . . that the 2012 Amendments removed the 10-day notice requirement, but relied upon the inapplicable and distinguishable **Hand** decision?

Question 4: Did the trial court err in failing to recognize that [Rivera] was a tenant of the premises after the 2020 Amendments to the Lead Certification Law took effect, and had a claim thereunder?

Question 5: Did the trial court err when it claimed that it could not calculate the amount of damages owed to [Rivera]?

Rivera's Brief at 4-5 (capitalization and citation format regularized, issues reordered).

We begin with our well-settled standard of review.

[I]n non-jury trials we assess whether the findings of facts by the trial court are supported by the record and whether the trial court erred in applying the law. Upon appellate review the appellate court must consider the evidence in the light most favorable to the verdict winner and reverse the trial court only where the findings are not supported by the evidence of record or are based on an error of law. Our scope of review regarding questions of law is plenary.

Robins v. Robins, 338 A.3d 184, 188 (Pa. Super. 2025) (citation omitted).

However, with respect to questions of law or interpretation of an ordinance, our standard of review is *de novo* and our scope of review is plenary. ***See S & H Transport, Inc. v. City of York***, 210 A.3d 1028, 1038 (Pa. 2019).

“In interpreting both statutes and ordinances, we follow the principles set forth in the Statutory Construction Act[.]” ***Id.***

The object of all statutory interpretation is to ascertain and effectuate the intention of the governmental body enacting the statute or ordinance[.] Generally speaking, the plain language of the statute or ordinance provides the best indication of legislative intent. If the language of the statute or ordinance is clear and unambiguous in setting forth the intent of the governmental body, then we cannot disregard the letter of the statute or ordinance under the pretext of pursuing its spirit. In this vein, we should not insert words into a statute or ordinance that are plainly not there.

When the language of the statute or ordinance is ambiguous—*i.e.*, is subject to two or more reasonable interpretations—however, we may ascertain the governmental body’s intent by considering the factors set forth in Section 1921(c) of the Statutory Construction Act and other rules of statutory construction. Moreover, words and phrases shall be construed according to rules of grammar and according to their common and approved usage, though technical words and phrases and such others as have acquired a peculiar and appropriate meaning or are defined in the Statutory Construction Act, shall be construed according to such peculiar

and appropriate meaning or definition. We also presume that the governmental body does not intend a result that is absurd, impossible of execution or unreasonable, and that the governmental body intends the entire statute to be effective and certain.

AUUE, Inc. v. Borough of Jefferson Hills Zoning Hearing Board, 318 A.3d 771, 780-81 (Pa. 2024) (quotation marks, brackets, footnotes, and citations omitted).

In her first issue, Rivera contends Appellees used “selective, misleading and/or inaccurate quotations” from earlier versions of the Ordinance in their preliminary objections and accompanying exhibits. Rivera’s Brief at 14; ***see id.*** at 14-23. Rivera also maintains Appellees cited to irrelevant caselaw and made other attempts to confuse the trial court. ***See id.***

This Court is an error-correcting court; our appellate authority is limited to reviewing and correcting errors made by the trial courts below. ***See Robins***, 338 A.3d at 188. Rivera does not point to any place in the record where the trial court relied on the alleged errors of Appellees. Rivera does not claim she moved for sanctions based on allegedly improper exhibits, documents, pleadings, or evidence offered by Appellees and that the trial court denied any such motion. In short, Rivera has failed to allege any trial court error with respect to this issue. Therefore, there is nothing for us to correct and Rivera’s first issue does not merit relief.

In her second and third issues, Rivera argues the trial court erred in relying on this Court’s decision in ***Hand***. ***See*** Rivera’s Brief at 10-14, 23-25.

Rivera claims **Hand** is distinguishable because the lease in **Hand** was entered into in 2002 and thus, **Hand** applied the 1995 version of the ordinance. **See** Rivera's Brief at 10-14. Rivera also maintains the trial court erred in finding in favor of Appellees regarding her failure to give notice to Appellees and an opportunity to correct the defect, because the notice requirement was removed from the 2012 version of Section 6-803 of the ordinance. **See id.** at 23-24.

The trial court disagreed. It agreed that the 2012 version of the Ordinance applied to the instant matter. **See** Findings of Fact and Conclusions of Law, 5/8/25, at 2 (unnumbered). While it noted that Section 6-803 of the 2012 version of the Ordinance removed the provision requiring a tenant to give ten days' notice to the landlord and an opportunity to cure, the trial court stated it was bound by our decision in **Hand**, which, according to the trial court, concluded the omission of the notice provision was a scrivener's error, and read it back into the Ordinance. **See id.; see also Hand**, 294 A.3d at 481.

We discern no error in the trial court's reasoning. The tenant in **Hand** entered her initial lease in 2002, and remained in the apartment for seventeen years, with the parties entering renewal leases in 2006 and 2013. **See Hand**, 294 A.3d at 470. In 2019, the relationship broke down, Hand stopped paying rent, the landlord began eviction proceedings, and Hand ultimately agreed to vacate the apartment. **See id.** at 470-71. After vacating the property, Hand

filed an action pursuant to the Ordinance against the landlord, the matter proceeded to a bench trial, and at the close of Hand's case, the trial court granted the landlord's motion for a compulsory nonsuit. **See id.** at 471.

On appeal, this Court, after discussing the various versions of the Ordinance and the differences between them, **see id.** at 471-75, affirmed the trial court's finding that Hand was not covered under the Ordinance because her lease was a renewal lease which was exempted from Section 6-803 of the 2012 version of the Ordinance, and Hand had vacated the premises prior to the filing of her action. **See id.** at 475-79.

Of critical importance to the instant matter, however, this Court also affirmed based on the trial court's alternate finding regarding Hand's failure to give the ten-day notice, stating "the 10-day notice requirement in the 2012 Edition of the [O]rdinance does apply to Section 6-803 violations." **Id.** at 480.

We reasoned:

in the 2011 Edition [of the Ordinance], the only remedy available to a lessee when a lessor failed to comply with either the disclosure requirements of Section 6-803 or the independent assessment privilege set forth in Section 6-804, was damages in the amount of double the reasonable cost of a residential lead inspection. **See** 2011 Edition at § 6-809(2)(a). When the ordinance was amended in 2012, City Council provided additional remedies to a lessee when a lessor failed to comply with the Section 6-803 disclosure requirements. **See** 2012 Edition at § 6-809(3). Nevertheless, the remedy for a violation of Section 6-804 (right to conduct independent inspection) remained the same – "damages in the amount of double the reasonable cost of a comprehensive residential lead inspection[.]" **Id.** at § 6-809(2). However, despite the fact that the amended ordinance provided significantly harsher penalties for a violation of Section 6-803 in Section 6-809(3), the 10-day notice requirement remained as

subsection (a) under Section 6-809(2), which referred only to lessor's failure to comply with Section 6-804. **See id.** at § 6-804(2)(a). Notably, however, the language of the notice requirement referred only to a violation of the disclosure requirement:

Any lessee who has not received disclosure shall first notify the lessor of the non-compliance in writing. The lessor shall have ten (10) days to remedy the non-compliance after which his/her failure to comply shall entitle the lessee to [b]ring a court action for all appropriate relief.

Id. at § 6-809(2)(a) [].

* * * * *

The notice requirement explicitly states that a lessee "who has not received disclosure" must first notify the lessor in writing before filing suit. 2012 Edition at § 6-809(2)(a) []. However, the disclosure requirements are set forth in Section 6-803, not Section 6-804. Indeed, despite appearing to apply only to violations of Section 6-804, the notice requirement does not even refer to the right to conduct an independent inspection or the right to rescind the lease. Therefore, to conclude that it does not apply to the Section 6-803 disclosure requirements – to which it specifically refers – simply flies in the face of the purpose and plain language of the [O]rdinance. Indeed, if we read the [O]rdinance as Tenant proposes, lessees would be required to provide lessors with 10 days to remedy their failure to notify lessees of the right to obtain an independent inspection, as well as their right to rescind the lease – when the only remedy available to a lessee for that violation is double the cost of an assessment. However, under this analysis, lessees would not be required to provide lessors with notice of their failure to provide the requisite disclosure – although that is what is specifically referred to in the subsection – when the failure to provide that disclosure can lead to much more severe penalties, such as the refund of rent for any period during which a lead safe certification is not provided. This interpretation cannot be reconciled with the remedial purpose of the statute, and the context in which it is presented.

Id. at 481 (one citation and emphasis omitted).

Initially, Rivera's claim that **Hand** does not apply the 2012 version of the Ordinance is incorrect; the **Hand** decision specifically discussed and applied the 2012 version of the Ordinance not the 1995 version.² **See Hand**, 294 A.3d at 480-81. Further, the holding in **Hand** that the notice provision applies to violations of Section 6-803 of the 2012 version of the Ordinance is binding on this Court. **See Irish Holdings LCC v. EQT Production Company**, 330 A.3d 455, 470 (Pa. Super. 2025) ("a prior published opinion issued by a panel of this Court constitutes binding precedential authority." (citation omitted)). Because the trial court did not err in concluding **Hand** controlled this case, Rivera's second and third issues do not merit relief.

In Rivera's fourth issue, she contends the 2020 amendments to the ordinance apply to her case. **See** Rivera's Brief at 25-27. However, Rivera raised this issue for the first time in her motion for reconsideration.³ **See id.** at 25-26. It is settled that issues raised for the first time in motions for reconsideration are waived on appeal. **See Stange v. Janssen Pharms., Inc.**, 179 A.3d 45, 64 n.7 (Pa. Super. 2018) (holding issues raised for the first time in motion for reconsideration to trial court are waived on appeal); **see also Meyer-Chatfield Corp. v. Bank Fin. Servs. Grp.**, 143 A.3d 930, 938

² When asked at oral argument to point to where in **Hand**, this Court stated it was applying the 1995 version of the Ordinance, counsel was unable to do so, ultimately stating **Hand** was confusing.

³ As noted above, the complaint avers Appellees were required to comply with the 2012 version of the Ordinance. **See** Complaint, 5/8/25, at 3-4.

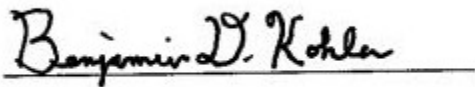
n.4 (Pa. Super. 2016) (same). Therefore, Rivera waived this issue, and we will not address it further.

In her final issue, Rivera claims the trial court erred in saying it could not calculate damages. **See** Rivera's Brief at 27-29. However, because we conclude we are bound by the **Hand** decision, we need not address this issue.

For the reasons discussed above, we conclude Rivera's issues are either waived or meritless. Accordingly, we affirm the judgment.

Judgment affirmed.

Judgment Entered.

A handwritten signature in black ink, reading "Benjamin D. Kohler", is written over a horizontal line.

Benjamin D. Kohler, Esq.
Prothonotary

Date: 10/7/2026