

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Commonwealth of Pennsylvania	:	CASES CONSOLIDATED
	:	
	:	No. 1000 C.D. 2025
	:	No. 1001 C.D. 2025
v.	:	
	:	Submitted: September 14, 2026
Mark Anthony Margavitch, Appellant	: :	

BEFORE: HONORABLE CHRISTINE FIZZANO CANNON, Judge
HONORABLE LORI A. DUMAS, Judge
HONORABLE BONNIE BRIGANCE LEADBETTER, Senior Judge

OPINION NOT REPORTED

**MEMORANDUM OPINION BY
JUDGE DUMAS**

FILED: October 15, 2026

In these consolidated *pro se* appeals, Mark Anthony Margavitch (Margavitch) challenges two orders issued by the Court of Common Pleas of Lackawanna County (Common Pleas) on January 28, 2025. Through those orders, Common Pleas upheld two summary citations issued to Margavitch by the City of Scranton (City or Scranton) regarding two of Margavitch’s properties. Upon review, we are constrained to reverse Common Pleas’ orders.

I. BACKGROUND¹

Margavitch owns several residential properties in Scranton, which he rents to tenants. On February 24, 2023, the City sent Margavitch a letter, through

¹ We draw this section’s substance largely from the opinion Common Pleas issued in response to Margavitch’s 1925(b) statement. *See generally* Common Pleas Op., 4/29/25.

which it notified him that he had violated the City’s Residential Empowerment of Neighborhoods, Tenants, and Landlords Ordinance of 2022 (Rental Act)² by failing to obtain required rental permits during a number of the preceding years for his property located at 306-308 North Fillmore Avenue. Margavitch’s Tr. Ex. 1. Accordingly, the City requested that Margavitch register this property with the City within 15 days, pay the delinquent rental registration fees, and allow the property to be inspected by the City’s Department of Licensing, Inspections and Permits. *Id.* The City subsequently sent Margavitch substantially similar letters that pertained to properties located at 515 Breck Street and 1309 Prospect Avenue on, respectively, December 20, 2023, and February 28, 2024. *Id.* Thereafter, the City sent Margavitch a summary citation for the Breck Street property on April 12, 2024, and a summary citation regarding the Prospect Avenue property on May 15, 2024. In each of these citations, the City asserted that Margavitch had been renting out the implicated property to residential tenants without obtaining the necessary licenses from the City and stated that the precise legal bases for each citation were “FOC #48 of 2023” and “Q.O.L. – 021.” Com. of Pa. Non-Traffic Citation No. R2802429-0 at 1; Com. of Pa. Non-Traffic Citation No. R2803922-2 at 1.

Margavitch subsequently elected to contest these citations. On July 18, 2024, a magisterial district judge (MDJ) held a hearing, subsequently found Margavitch guilty of violating the Rental Act, and upheld both citations. Margavitch then appealed the MDJ’s decision to Common Pleas, which held a *de novo* trial over the course of two nonconsecutive days in October 2024 and January 2025. On January 28, 2025, Common Pleas issued the aforementioned orders that affirmed the

² Residential Empowerment of Neighborhoods, Tenants, and Landlords Ordinance of 2022, City of Scranton, Lackawanna Cnty., Pa., *as amended* (2022).

challenged citations. Margavitch then filed timely appeals regarding both of those orders.³

II. DISCUSSION⁴

Margavitch's arguments are somewhat difficult to parse, but we summarize them as follows. Margavitch asserts that Common Pleas improperly upheld the citations because: (a) the summary citations were based upon an ordinance provision that prohibited occupancy of a condemned building, not inadequate rental licensure, and it is undisputed that neither of the cited properties had been condemned; and (b) the City was required to send him notice regarding the lack of legally mandated rental licenses via certified mail prior to issuing the citations, but it failed to do so. Margavitch's Br. at 21-25. In addition, Margavitch maintains that Common Pleas abused its discretion by preventing him from (a) introducing a 2019 newspaper article that discussed the City's erroneous issuance via certified letter of certain delinquent rental licensure notifications and (b) calling Barry Francis, a landlord of other properties in Scranton, who would have allegedly testified regarding when he began receiving delinquent licensure notifications from the City, as well as about the City's decision not to initiate related judicial proceedings against him. *Id.* at 24-25.⁵

³ Margavitch filed these appeals in the Superior Court, which subsequently transferred them to our Court on jurisdictional grounds.

⁴ On appeal from a summary conviction, we review a trial court's decision to determine "whether there has been an error of law or whether the findings of the trial court are not supported by competent evidence." *Com. v. Daugherty*, 829 A.2d 1273, 1275 n.6 (Pa. Cmwlth. 2003).

⁵ We note that, per Pennsylvania Rule of Criminal Procedure 720(D), Margavitch was not required to file a post-trial motion in this matter to preserve his ability to appeal Common Pleas' orders. *See* Pa.R.Crim.P. 720(D) ("There shall be no post-sentence motion in summary case appeals following a trial *de novo* in the court of common pleas. The imposition of sentence immediately following a determination of guilt at the conclusion of the trial *de novo* shall constitute a final order for purposes of appeal.").

We need only address Margavitch’s first argument in order to resolve his appeal. “[I]t is well established that the essential elements of a summary offense must be set forth in the citation so that the defendant has fair notice of the nature of the unlawful act for which he is charged[.]” *Com. v. Borriello*, 696 A.2d 1215, 1217 (Pa. Cmwlth. 1997); *accord* Pa.R.Crim.P. 403(A)(6) (“[Every [summary] citation shall contain . . . the specific section of the . . . ordinance allegedly violated, together with a summary of the facts sufficient to advise the defendant of the nature of the offense charged.”). Such specificity is necessary for both practical and legal reasons because “[f]ormal accusation and specific charge enables a defendant to properly defend and protect himself from further prosecution of the same offense, and enables the court to determine the sufficiency of the prosecution’s case to support a conviction.” *Borriello*, 696 A.2d at 1217.

“When a citation contains defects, the court must turn to the [Pennsylvania [R]ules of [C]riminal [P]rocedure for the consequences of that defect.” *Com. v. Dennis* (Pa. Cmwlth., No. 1873 C.D. 2013, filed Oct. 9, 2014), slip op. at 19, 2014 WL 5044861, at *9 (citing *Borriello*, 696 A.2d at 1217).⁶ Per Pennsylvania Rule of Criminal Procedure 109:

A defendant shall not be discharged nor shall a case be dismissed because of a defect in the form or content of a complaint, citation, summons, or warrant, or a defect in the procedures of these rules, unless the defendant raises the defect before the conclusion of the trial in a summary case or before the conclusion of the preliminary hearing in a court case, and the defect is prejudicial to the rights of the defendant.

Pa.R.Crim.P. 109. “Actual prejudice will not be found where the content of the citation, taken as a whole, sufficiently notifies the defendant as to the nature of the

⁶ We may cite unreported Commonwealth Court opinions issued after January 15, 2008, for their persuasive value. 210 Pa. Code § 69.414(a).

summary offenses or where the defect or omission does not involve the basic elements of the offense charged.” *Dennis*, slip op. at 19, 2014 WL 5044861, at *10 (citing *Borriello*, 696 A.2d at 1217).

The City’s municipal ordinances both require the licensing of residential rental properties and prescribe the sanctions that may be imposed for defiance therewith. Per the Rental Act, residential landlords “may not furnish or allow occupancy of a residential rental unit[,]” or collect rent, unless they have obtained a license from the City for that calendar year. Rental Act § 373-6.A.; *see id.* § 373-4.A. (“Every landlord shall comply with the licensing, inspection, and other requirements of this chapter.”). The Rental Act further provides that a landlord may, upon being cited for and convicted of noncompliance with this residential rental licensing mandate, be subject to fines, imprisonment, and/or the court-ordered appointment of a receiver for the unlicensed property. *Id.* § 373-9. Thus, the City could have directly cited Margavitch under these provisions regarding the alleged lack of proper licensure for his Breck Street and Prospect Avenue rental properties.

However, that is not what the City did in this instance. Instead, both of the aforementioned citations read as follows, in relevant part. On the Breck Street citation, the “Other” box is ticked in the “Charge” section, which also includes the phrase “FOC #48 of 2023”; the “Nature of Offense” section describes the cited offense as “Failure to Pay Q.O.L. Ticket” and “Q.O.L. – 021”; and the “Remarks/Subpoena List” section states, in full, that the citation pertains to “Q.O.L. – 021, Prohibited Occupancy, Renting Out Units In House Without Proper Lisc. Findbls. [sic] Request Hearing.” Com. of Pa. Non-Traffic Citation No. R2802429-0 at 1. Similarly, on the Prospect Avenue citation, the “Other” box is ticked in the “Charge” section, which also includes the phrase “FOC #48 of 2023”; the “Nature

of Offense” section describes the cited offense as “Failure to Pay Ticket” and “Q.O.L. – 021”; and the “Remarks/Subpoena List” section states, in full, that the citation pertains to “Q.O.L. – 021, Prohibited Occupancy, Renting Out Units In House Without Proper License.” Com. of Pa. Non-Traffic Citation No. R2803922-2 at 1.

In context, “FOC #48 of 2023” refers to Ordinance No. 48-2023, through which Scranton’s City Council amended the City’s Property Maintenance Code⁷ to include additional quality-of-life violations for which citations could be issued to an offending property owner.⁸ As for “Q.O.L. – 021,” that is shorthand for Section 360-5.21. of the Property Maintenance Code, which reads as follows: “Prohibited Occupancy. Any building, machine, or equipment which is condemned shall not be occupied or operated.” Property Maintenance Code § 360-5.21.; *see also id.* §§ 360-9.-360.13. (setting forth procedure for issuing quality-of-life citations and establishing penalties for such violations). In other words, though these citations referenced the lack of proper rental licensing at the affected properties, Margavitch was *only specifically cited* for violating the Property Maintenance Code’s prohibition against the occupation of condemned properties. *See* Com. of Pa. Non-Traffic Citation No. R2802429-0 at 1; Com. of Pa. Non-Traffic Citation No. R2803922-2 at 1.

The City attempted to account for this apparent discrepancy by arguing that these citations were, in fact, legally correct. During the course of Common Pleas’ *de novo* trial, the following exchanges took place between the City’s attorney and Sharon Selemba, the City’s rental regulations manager:

⁷ Property Maintenance Code, City of Scranton, Lackawanna Cnty., Pa., *as amended* (2014).

⁸ Ordinance No. 48-2023, City of Scranton, Lackawanna Cnty., Pa., adopted Jan. 31, 2023.

City's Attorney: And in terms of the mechanism that's used by the City to pursue the rental registration violation, would I be correct that you utilize the quality of life tickets [sic]?

Selemba: Yes.

City's Attorney: And there is a section on there which specifically relates to prohibited occupancy related to rental registration?

Selemba: Yes.

City's Attorney: So then these [citations] would fall under . . . quality of life violations even though they speak to rental registration violations?

Selemba: Yes.

Common Pleas Trial Tr., 10/29/24, at 12-13. Margavitch and Selemba subsequently had a similar discussion about the validity of the at-issue citations:

Margavitch: Okay. Now why [did you] issue a quality of life ticket [sic] that's on a completely different ordinance [than the rental registration ordinance]?

Selemba: So rental falls under code enforcement and supersedes our ordinance in conjunction together. And then as far as the penalties, that is the penalty. It's up to a thousand dollar fine.

Margavitch: For—

Selemba: For not being in compliance.

. . . .

Margavitch: [S]o we have a rental registration ordinance with penalties on there. . . . Then we have a quality of life ordinance. . . . If you could read, Miss Selemba, read number 21. That's the violation.

Selemba: What is it? I'm sorry.

Margavitch: Number 21. That was the violation, prohibited occupancy.

Selemba: Prohibited occupancy. Any building, machine, or equipment which is condemned shall not be occupied or operated.

Margavitch: So we agree my building is not condemned, right?

Selemba: Your buildings are not condemned.

Margavitch: So why would [you] issue that violation?

Selemba: Why would we issue prohibited occupancy? Because in the rental ordinance it says that you're not legally a rental property if you're not registered with the City of Scranton.

Margavitch: But we have penalties on the rental registration ordinance? It's right here.

Selemba: We do. Yes.

Margavitch: We have penalties that were listed underneath File of Council, Number 36, the rental registration [ordinance], the current ordinance. Why are [you] not enforcing those?

Selemba: You weren't in compliance with the City's ordinance so, therefore, that prohibited occupancy, you're not a licensed rental, which, in this ordinance, does say that we have that ability to do.

Margavitch: I'll let you show it to me. But I don't understand two separate ordinances.

. . . .

Selemba: So my understanding of that is that rental is, in fact, a part of code enforcement, and both ordinances are code enforcement ordinances.

Id. at 20, 22-24 (cleaned up). Thereafter, the City's Attorney, Common Pleas, Margavitch, and Selemba collectively returned to the question of whether the citations had been issued pursuant to proper legal authority:

Margavitch: At this point, Your Honor, I would have no problem paying the years I owe, but not the citation that does not fit. It's a different citation. My property [sic] is not condemned.

Common Pleas: But it doesn't say condemned under that one section. It says—21?

Selemba: 21 it does say condemned. Under prohibited occupancy it does.

Common Pleas: It does say condemned. But you're using that—

Selemba: I'm not familiar with that. I've never seen that section of that.

Common Pleas: Yeah. But you're using this in combination with the other [ordinance], correct?

Selema: Yes.

City's Attorney: I can show you, Judge. It's a prohibited occupancy, which is this—there is a prohibited occupancy under quality of life, but there's also prohibited occupancy under rental registration. And rental registration [fines go] up to \$1000.

Common Pleas: I don't think you have an argument there.

...

Id. at 36-38 (cleaned up). In short, the City's stance was that it could cite Margavitch pursuant to Section 360-5.21. of the Property Maintenance Code for allegedly failing to comply with the Rental Act, because the Property Maintenance Code and the Rental Act collectively enable it to address rental licensing issues as quality-of-life violations.

The validity of the at-issue citations thus turns on the interpretation of these municipal ordinances. “When a court interprets the meaning of municipal ordinances, it is guided by the rules of statutory construction.” *J & K Trash Removal, Inc. v. City of Chester*, 842 A.2d 983, 988 (Pa. Cmwlth. 2004). In keeping with this, our primary objective is to determine the intent of the legislative body that enacted the ordinance. *Bloomsburg Indus. Ventures, LLC v. Town of Bloomsburg*, 242 A.3d 969, 979 (Pa. Cmwlth. 2020). Accordingly, “[w]here the words in an ordinance are free of ambiguity, the letter of the ordinance may not be disregarded under the pretext of pursuing its spirit.” *Mitman v. Police Pension Comm’n of City of Easton*, 972 A.2d 1276, 1282 (Pa. Cmwlth. 2009) (citing 1 Pa.C.S. § 1921). In this regard, “we are mindful that an ordinance’s plain language generally provides

the best indication of legislative intent.” *THW Grp., LLC, v. Zoning Bd. of Adjustment*, 86 A.3d 330, 336 (Pa. Cmwlth. 2014). Indeed, although we must “listen attentively to what [an ordinance] says[,] [we] must also listen attentively to what it does not say.” *Kmonk-Sullivan v. State Farm Mut. Auto. Ins. Co.*, 788 A.2d 955, 962 (Pa. 2001). To that end, we may not insert words into an ordinance that the governing body itself failed to provide. *Malt Beverages Distribs. Ass’n v. Pa. Liquor Control Bd.*, 918 A.2d 171, 175-76 (Pa. Cmwlth. 2007). We further recognize that “courts ordinarily afford deference to municipalities in interpreting their ordinances.” *Mitman*, 972 A.2d at 1282. It remains, “[h]owever, [that] if that interpretation is inconsistent with the plain language of the ordinance, the ‘interpretation carries little or no weight.’” *City of Clairton v. Zoning Hr’g Bd. of City of Clairton*, 246 A.3d 890, 909 (Pa. Cmwlth. 2021) (quoting *Malt Beverages*, 918 A.2d at 176).

In this instance, the City’s position is fatally undermined by the text of the provisions upon which its argument is predicated. As discussed above, Section 373-6.A. of the Rental Act mandates that landlords obtain a rental license for each of their residential properties from the City on a yearly basis, while Section 373-9. of the Rental Act authorizes the City to impose various fines and other punishments in the event a landlord fails to comply with Section 373-6.A. Rental Act §§ 373-6.A., 373-9. Separately, Section 360-5.21. of the Property Maintenance Code prohibits the occupancy of a condemned building and states that such occupancy constitutes a quality-of-life violation, while Sections 360-9. through 360.13. of the Property Maintenance Code allow the City to punish offenders who commit such a violation. Property Maintenance Code §§ 360-5.21., 360-9.-360.13. Notably, the relevant Rental Act provisions make no mention of the relevant Property

Maintenance Code provisions, and *vice versa*. There is thus no explicit linkage between the former and the latter; instead, each one unambiguously establishes a distinctly separate regulatory and punitive regime. Practically speaking, this means that the City could not cite Margavitch under Section 360-5.21. of the Property Maintenance Code, which pertains only to occupancy of condemned buildings, but then seek to punish him through those citations for alleged violations of the Rental Act.⁹ We therefore hold that the City’s citations were manifestly deficient and failed to properly inform Margavitch of the putative summary violations for which he would be subsequently tried, as well as that Common Pleas erred by concluding otherwise. Pa.R.Crim.P. 109; *Borriello*, 696 A.2d at 1217.

III. CONCLUSION

In accordance with the foregoing analysis, we reverse Common Pleas’ orders dated January 28, 2025.¹⁰

LORI A. DUMAS, Judge

⁹ As mentioned *supra*, it is undisputed that neither the Breck Street property nor the Prospect Avenue property have been condemned. *See* Common Pleas Trial Tr., 10/29/24, at 23.

¹⁰ In light of our disposition of this matter, we decline to address the remainder of Margavitch’s arguments. We stress, however, that nothing in this opinion should be construed as relieving Margavitch of his legal obligation to comply with the Rental Act and all other City ordinances, or as barring the City from correctly citing and/or otherwise imposing proper punishment upon Margavitch for any past, present, or future noncompliance therewith.

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v.	:	
	:	
Mark Anthony Margavitch,	:	
Appellant	:	

ORDER

AND NOW, this 15th day of October, 2026, it is hereby ORDERED that the Court of Common Pleas of Lackawanna County's orders, dated January 28, 2025, are hereby REVERSED.

LORI A. DUMAS, Judge