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Commissioner

**New York State Division of Housing and Community Renewal**  
**Office of Rent Administration**  
Gertz Plaza  
92-31 Union Hall Street  
Jamaica, NY 11433

August 28, 2006

**UG410003HL**  
155 East 92<sup>nd</sup> St.  
New York, NY 10128

Samco Associates  
347 Fifth Ave., Suite 1602  
New York, NY 10016

Re: Enforcement Case No.: UG410003-HL

Dear Parties:

This letter is being sent to summarize the conference held August 24, 2006 regarding the above-referenced complaint of harassment. The conference was attended solely by tenant **UG410003HL**. No one appeared on behalf of the owner prior to the conference and no one contacted me to adjourn the conference prior to the scheduled date. At approximately 10:20 a.m. on the date of the conference I phoned the office of Lisa Shalom, the person who filed the answer to the complaint, and left a message asking if she was going to attend the conference. No answer to this message was returned. At approximately 11:00 a.m., after I had already met with the tenant, a messenger on behalf of Heiberger & Associates P.C. appeared with a written request for an adjournment, stating that all the attorneys in the firm were actually engaged. As such request was not made in a timely manner, it could not be entertained.

The tenant alleged that at the time that his lease was renewed in the fall of 2005 he was required to fill out a form listing the occupants of the apartment. At that time, he listed his roommate Patricio Aguirre in addition to himself. Thereafter, by Notice to Cure dated January 25, 2006 signed by Lisa Shalom, member of Samco, the tenant was accused of illegally subletting the apartment to Mr. Aguirre. Thereafter, the tenant sent a letter dated February 15, 2006 advising that Patricio Aguirre would no longer be residing at the subject apartment as his roommate. In response, the tenant received a letter dated March 20, 2006 from Jamie Heiberger-Jacobsen of Heiberger & Associates P.C. stating that despite the vacature by Patricio Aguirre, the owner "has instructed my office to pursue this matter based on claims that you are not occupying the premises as your primary residence."

Thereafter, the tenant heard nothing further about this matter. In May 2006 the owner failed to provide him with a rent statement but he paid his rent anyway and it was accepted. The tenant again paid rent in June 2006 but this time it was returned to him along with a letter dated June 15, 2006 signed by Stephanie Suazo of the owner's legal department advising that due to

pending litigation, the owner could not accept his check. The letter advised that the owner's attorneys had initiated a case against the tenant. UG410003HL stated that he had received no notification of any legal action. He sent a letter in response dated June 18, 2006 which included money orders for rent for June and July 2006. Such money orders were presumably cashed.

UG410003HL then filed a complaint of harassment which was opened July 11, 2006. He also alleged that unknown parties had been ringing his doorbell and calling him on the phone. Lisa Shalom answered the complaint July 14, 2006 stating that there was an illegal sublet case against UG410003HL which was discontinued in May 2006 after the subtenant moved out. During the legal case the owner's system was marked not to accept rent from UG410003HL and rent was sent back during that time. Rent was sent back in error in June 2006 after the case was discontinued and this was not harassment. The owner stated that it had no knowledge of who was ringing the tenant's bell, but the owner was not responsible.

At the conference UG410003HL stated that since he filed his complaint of harassment, the owner is providing him with rent statements and is accepting his rent. The phone calls and doorbell ringing has stopped.

It is noted that, contrary to Ms. Shalom's answer, the owner did accept the tenant's rent through May 2006 and only refused the rent in June 2006, when the owner admits there was no legal action against the tenant. The owner is instructed to advise me of the index number of the legal action against UG410003HL that Ms. Shalom was referring to in her answer which she states was discontinued in May 2006. The owner should also provide me with the factual bases for the owner's claim in its January 25, 2006 Notice to Cure that the tenant was illegally subletting his apartment and its claim in Ms. Heiberger-Jacobsen's letter of March 20, 2006 that the tenant was not occupying the subject apartment as his primary residence.

Pursuant to Section 2524.4 of the Rent Stabilization Code, an owner may not initiate an action for non-primary residence until the tenant's lease expires. Here, the tenant's lease ran through October 31, 2007. Therefore, even if there was a factual basis for such a claim, there would not be a legal basis for such claim in 2006, when the tenant's lease was still in effect. Therefore, the owner is asked to explain the basis for its June 15, 2006 letter returning the tenant's rent and stating that its attorneys had started a case against the tenant.

It is kindly asked that the owner or its attorneys provide the requested information within fifteen days of receipt of this letter so that this agency can finish its investigation of the tenant's harassment complaint.

Very truly yours,

Jon Wallach  
Associate Attorney

cc. Heiberger & Associates, P.C.