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Governor



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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

May 25, 2006

UD410005HL  
UD410006HL  
UD410007HL  
224 Sullivan St.  
New York, NY 10012

Robrose Pl. LLC  
226 E. 54<sup>th</sup> St., #402  
New York, NY 10022  
Attn: Jon Ohebshalom

Re: Enforcement Case Nos.: UD410005/7-HL

Dear Parties:

This letter is being sent to summarize the conference held May 24, 2006 regarding the above-referenced complaints of harassment. The conference was attended by complaining tenants UD410006HL, UD410007HL and UD410005HL; witnesses [three tenants] who all reside at the subject premises; various members of the Shalom Tenants Alliance; owners Jon Ohebshalom and Ben Ohebshalom and owner's attorney James Marino.

The tenants alleged generally that long term tenants had been harassed to create vacancies in the building. Based on the numerous vacancies, the owner had then renovated vacated apartments which resulted in a decrease in services throughout the building. It was alleged that currently the hallways in the B section of the building are being renovated which has resulted in hanging light fixtures with exposed wiring in the halls. UD410006HL stated that the apartment next to his is being renovated and this has resulted in dust and debris in the hallway outside the renovated apartment. Pictures were submitted which confirmed this condition. Additionally, it was alleged that the front gate was left open on occasion, the main vestibule is being used as a storage area, doors of vacant apartments are often propped open and light fixtures and exposed wiring exist in the lobby area. Workers who are doing the work are not identified. UD410005HL recounted one incident where an unlicensed worker responded to his inquiries in a confrontational manner after he asked who he was.

UD410006HL stated that while he is not currently being harassed, he was harassed in the past. On one occasion when he was taking pictures for his neighbor of conditions, Jon Ohebshalom raised his fist to him in a threatening manner. He stated that the owner has demanded access to tenant apartments on numerous occasions as a means to harass tenants. On one occasion he was accused of causing the infestation of roaches and rodents into the building

and the owner asked to inspect his apartment for this purpose. He arranged for inspection and Jon Ohebshalom verified that his apartment was in clean condition. On another occasion he was accused of violating his lease by shaking his rug out the window. These types of incidents create an oppressive atmosphere according to the tenant.

UD410007HL stated that another tactic used to cause tenants to vacate was to initiate legal proceedings forcing tenants to spend thousands of dollars on attorney's fees to defend themselves. UD410007HL was brought to court on an eviction action in which he was accused of being a non-primary resident of his apartment because he owned a house upstate. This case dragged on for five years. He was also threatened with eviction for failing to provide access to allow the owner to change his windows. He was forced to demonstrate to the owner that he was able to exit his ground floor apartment through his windows on two occasions. For a period of ten months his rent checks were not cashed. He was forced to spend about \$25,000 on attorney's fees. UD410007HL also alleged problems with a former super.

UD410005HL stated that it is a constant battle with the landlord whenever something needs to get done. He believes it is the owner's tactic to try and wear down tenants so they will be more receptive to vacate. As an example, UD410005HL detailed the difficulty in having his bathroom ventilator fan repaired. He stated it took fourteen visits by the owner or its agents and eight months before the ventilator was finally fixed. The owner seemed to have no interest in correcting the problem until HPD's emergency repair unit inspected the problem. The exact sequence of events concerning this problem is detailed in the tenant's complaint. He gave another example when his toilet leaked over a weekend in 1998 when he was unable to get a prompt response from the then superintendent.

The tenants alleged that the owner failed to properly maintain the pond which exists in the courtyard of the building and which has been stocked with fish and turtles. As a result, the tenants and/or the current super have had to maintain the pond. A stipulation of settlement was entered into in 1997 which settled tenant complaints of a lack of heat and hot water and failure to maintain other services. The tenants alleged that the owner had violated this stipulation by failing to clean common areas at least once per week as required, failing to properly contain construction debris and failing to have workers wear name tags identifying them.

The owner acknowledged that ongoing renovations had created dirt and dust and the owner would do a better job of addressing this problem in the future. At the conclusion of each work day the affected hallways and stairs will be mopped and common areas will be cleaned, swept and mopped at least once per week in accordance with the 1997 agreement.

The owner stated that light fixtures in the hallways were replaced in 2005 which corrected any problem with exposed wiring. The tenant's allegation that there are still hanging light fixtures at the top of the lobby through which water drips, will be investigated and corrected as required.

It was stated that it is believed entry doors to the building are opened for only a short time so that the agent can show vacant apartments to be rented. Measures will be taken to ensure that the gate is maintained in a closed and locked position. The owner will take steps to ensure that workers at the building are properly identified with name tags as agreed in the 1997 stipulation.

It was stated that the incident where Jon Ohebshalom allegedly made a threatening gesture towards UD410006HL was after the owner was surprised by his photo being taken and represents an isolated incident which occurred six years ago, in any event.

It was stated that the letter written to UD410006HL where he shook his rug out the window was more concerned with an obstruction on the tenant's fire escape. The owner's answer points out that this was resolved amicably after an exchange of letters without the need for the owner to go to court.

As to UD410007HL's court action, it was stated that the owner had a basis for such action which was ultimately discontinued following discovery. The tenant's rent was not accepted for ten months based on ongoing litigation at that time due to the owner's desire to gain access to change the old windows in UD410007HL's apartment. Eventually, the owner dropped this demand and allowed the tenant to keep his old, less efficient windows, but the owner is still interested in providing new windows, if the tenant will agree.

As to UD410005HL's complaints concerning unresponsiveness, this was due, in large part, to the prior superintendent, who was apparently no longer interested in doing his job properly. This individual has been replaced with a superintendent who is responsive. Additionally, the tenants may contact the office number in case of emergency even during hours when the office is closed, as this number will be monitored periodically.

Mr. Marino stated that it is believed the fish pond is a required service which the owner has taken steps to maintain in the past and will maintain in the future as required.

The owner stated, contrary to various assertions in tenant complaints, that all work done at the building was based on proper building permits issued by the Building Department. It was also stated that the frequency of vacancies at this building is not abnormal and the deregulation of apartments is being done pursuant to law.

This office will monitor the agreements outlined above and will request an inspection of the common areas to determine if the conditions which the tenants allege are not being maintained are being properly provided. It is noted that nine other conferences are to be conducted based on allegations of the Shalom Tenants Alliance that there is a pattern of conduct of harassment in buildings owned and/or managed by members of the Ohebshalom family. Any further conclusions or recommendations by this office will await the results of those conferences and the results of a pending investigation by the District Attorney's office into similar matters.

Very truly yours,

Jon Wallach  
Associate Attorney

cc. Shalom Tenant's Alliance  
James Marino, Esq.