

George E. Pataki
Governor



Judith A. Calogero
Commissioner

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

June 14, 2006

UD410014HL

690 Fort Washington Ave.
New York, NY 10040

Empire Management
Shalco Investments II
347 Fifth Ave., Suite 1601
New York, NY 10016
Attn: Fred Kurlander

Re: Enforcement Case No.: UD410014-HL

Dear Parties:

This letter is being sent to summarize the conference held June 13, 2006 regarding the above referenced complaint of harassment. The conference was attended by complaining tenant **UD410014HL**, owner's agent Fred Kurlander, owner's attorney Robert Berman, various members of the Shalom Tenants Alliance and Michael Meade from the office of State Senator Eric Schneiderman.

The tenant alleged that since the owner took title in 1999 she had observed three patterns of conduct designed to cause tenants to vacate their apartments so that the owner could deregulate apartments or move the rents closer to deregulation. These three courses of conduct, according to the tenant, included 1) a lack of response by Empire Management when tenants, including **UD410014HL**, contacted the office with services or repair complaints, 2) a failure of the superintendent to make repairs properly or, in some cases, at all, and 3) failure to maintain the building in a safe condition.

UD410014HL stated that the 165 HPD violations of record as of the date of the conference and the numerous ECB and Building Department complaints and violations support her contention that management has failed to respond to her complaints as well as others at the building. She stated that in the past, she has had to make numerous complaints about a lack of heat and hot water based on the owner's failure to properly provide these services.

The tenant provided ten letters she had written to Empire Management from 1999 through 2005 which she stated the owner had failed to respond to. Letters she wrote to which the owner failed to respond included a letter advising that someone had placed exercise equipment in front of her door, a letter that someone had put glue in her lock, a letter that someone had placed

boxes in front of her door and a problem with a gas leak in her apartment. This latter situation occurred in July 2005 when someone smelled gas in her apartment. She called 311 which caused the Fire Department to come to her building and shut off the gas. She stated that when the superintendent came to look at the problem, he advised her that he was not authorized to replace the part the Fire Department recommended to restore gas service to the stove (flex tubing and a shut off valve). As a result she was without a working stove from July 8, 2005 when gas was shut off, until July 11, 2005 when the service was restored. The tenant wrote a letter on July 8, 2005 to Steve Kurlander which she stated was not responded to.

The tenant stated that she has always had problems having repairs done. She believes the problem started in 1999 when she brought an HP action against the owner. This resulted in a so ordered stipulation requiring the owner to make four repairs in her apartment after the super couldn't correct the problems and she was doing dishes in her bathtub. She believed there had been ill will against her thereafter. She has written to Fred Kurlander about problems and he told her he wasn't reading her letters anymore. She has had trouble getting paint jobs. In 2000 due to a water pressure problem, her toilet exploded. She was lucky she was not injured. The super was unable to repair her showerhead in the past and she was forced to pay someone to fix it.

The tenant alleged the third way in which the owner harasses tenants is by compromising safety to the building. There has been a lack of light in the entrance to the building including October 18, 2004 and November 4, 2005. The rear door to the building has been left wide open and a device has been placed on this door to keep it open. The super said he keeps the door in this way as he likes air. There has also been inconsistent elevator service to the building. It was out for 57 days last year forcing tenants to file a building-wide decrease in services complaint with DHCR. The elevator was out for four hours on June 9, 2006 and on June 10, 2006 the door elevator didn't close. The lack of service has been particularly hard on senior citizens.

The tenant said the motive of the owner in getting tenants out could be seen from the beginning of their ownership when the tenant bulletin board was removed which had information about tenant rights. Money was offered to tenants to vacate and Fred Kurlander offered to get her some money if she moved during the HP action.

The tenant stated that she hoped as a result of her complaint that the owner would be responsive in a respectful fashion to tenant complaints and repairs would be dealt with in a timely and effective manner. She currently is in need of a paint job and grouting and tile work is needed in her bathroom.

The owner disputed the tenant's premise that it was attempting to harass tenants out to deregulate apartments. It was pointed out that in seven years of ownership there were still over 90% percent of rent regulated apartments left.

It was stated that the back door to the building is always locked and the tenant was talking about a door in the rear of the building leading to the back door which was kept open. The building is secure. Heat and hot water are provided as required by law and the tenant's complaints did not result in violations placed for heat and hot water.

The owner stated that the number of HPD violations does not necessarily mean that the building is not being maintained properly since HPD is slow in having violations removed. The owner has a contract with Otis Elevator and this company is contacted when problems with the

elevators are reported. The building-wide complaint filed by the tenants based on alleged elevator problems was denied by DHCR.

The owner stated that it did not purposely cause the tenant's toilet to explode. It happened and was responded to. It was pointed out that the affidavits produced by the tenant in support of her complaint from other tenants mainly concerned problems by those tenants. Letters presented by the tenant for support of her claim that the owner was not responsive go back over six years. Many times the owner did not respond because there was nothing to respond to. After receiving the tenant's letter about exercise equipment in the hallway, Mr. Kurlander contacted the super who advised that there was nothing in front of the tenant's door. There is no problem with light to the lobby area currently. Bulbs are replaced as needed.

Regarding the gas leak in 2005, the owner was not aware of any problem with a gas leak before the Fire Department was called. The gas was shut off and the super dealt with the problem the same day.

The tenant was provided with a brand new stove in response to her earlier complaint without charging her a rent increase. The owner denied having any part of putting glue in the tenant's lock or boxes in front of her door.

Mr. Kurlander stated that if the tenant has a problem with repairs in her apartment or services to the building she can contact his number 24/7. She can also knock on the super's door. It was denied that the owner was unresponsive to the tenant's complaints.

It was agreed that the super would go to the tenant's apartment on June 30, 2006 at 9 a.m. to inspect the grout and tiling work needed in the bathroom. Work would be done that day or arrangements would be made to repair it thereafter, if supplies needed to be obtained. Arrangements will be made to paint the tenant's apartment in July 2006.

From the perspective of this office, it is difficult to evaluate the tenant's complaint that the owner is unresponsive to tenant repair complaints since there has been only one harassment complaint filed at this building and UD410014HL admittedly has not requested repairs from the owner recently (she stated she became frustrated with this process). It is recommended that if UD410014HL does have problems with repairs in her apartment or services in the building in the future, that she notifies the owner of the problem and advises me of the problem as well, so that the owner's responsiveness and effectiveness can be monitored by this office.

Tenants may file a decrease in services complaint regarding removal of the bulletin board with DHCR, but under law there is a presumption that any condition that was changed over four years ago is *de minimis*, rather than a service decrease. As the tenant acknowledged that the back door which she described as being left open is not a security door, there is no legal requirement that this door be kept locked and secured.

The agreements regarding painting and repairs outlined herein will be monitored. It is noted that nine other conferences have been or will be conducted concerning other buildings 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 which apparently is being conducted into similar matters.

Very truly yours,

Jon Wallach
Associate Attorney

cc. Shalom Tenants Alliance
Robert Berman, Esq.