

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 1, 2006

THIS COMPLAINT WAS WITHDRAWN PURSUANT TO A COURT STIPULATION

UD410015HL
UD410017HL
UD410016HL
338 E. 61st St.
New York, NY 10021

Newport Partners LLC
15165 Ventura Blvd., apt. 140
Sherman Oaks, CA 91403

Re: Enforcement Case Nos.: UD410015/17-HL

Dear Parties:

This letter is being sent to summarize the conference held May 31, 2006 regarding the above-referenced complaints of harassment. The conference was attended by complaining tenants UD410015HL, UD410016HL, and UD410017HL; [co-tenant], a resident of apartment X, several members of the Shalom Tenants Alliance; Anthony Morenzi from Assemblyman Grannis' office; Shonnett Melville, an agent of the owner; Lionel Williams, a maintenance worker and Candace Begley, attorney for the owner.

UD410014HL alleged the most egregious deprivation she experienced was the lack of gas service from December 29, 2004 through May 12, 2005. Additional problems with services included intermittent hot and scaling water, no hot water early in the morning and, to a lesser degree, a lack of heat. The Fire Department shut the boiler down in November 2005 though the problem was fixed within 24 hours. UD410014HL acknowledged that heat and hot water had been properly provided in the past month after a repair had been made to the boiler.

The tenant stated that she had had problems getting repairs done in the past. Due to past problems she had often not contacted the owner to have work done. Currently, she has a leak in her bathroom faucet and condensation of the toilet and floor that she had not contacted the owner about. The tenant stated that when she has called the owner's emergency line in the past, such as when the boiler was shut down, she has not always received a call back. It was alleged that these calls are routed to California according to UD410016HL. It was also alleged that the inner locked door to the building is broken intermittently.

The tenant stated that she had received letters demanding access and threatening to enter her apartment by means of a locksmith if access was not provided.

UD410014HL stated on one occasion she experience unwanted sexual advances from a plumber or contractor sent by the owner who left her a note asking if she wanted to go out. She identified this worker as Kevin but did not complain to the owner about this incident. On another occasion when her neighbor was in her apartment to give access for repairs, the neighbor heard property manager Raha Arnold tell a worker to look around the apartment after making the repair to the sink.

She stated that she has had difficulties getting her lease renewed in the past and the owner has accused her of owing security monies that were not owed.

UD410016HL stated that he too was adversely affected by the gas that was off for four months and 15 days. For a three month and one week period his kitchen sink was leaking and buckets he placed to catch the leak would fill up and have to be changed every three hours or so. At one point he spoke to a plumber in the building to get this leak fixed and the plumber warned him that he would experience more such problems in the future and gave him some pipes to try to fix the problem himself. Eventually, the leak was fixed.

UD410016HL states that he has experienced severe water leaks into his apartment from the roof in the past and currently. Water damage is visible in the bedroom and water streams through the light fixture when it rains. Part of his ceiling caved in on two separate occasions. As a result of the leaking his mattress and rugs have become soaked and there is mold and mildew in the apartment. Almost no efforts have been made to correct the leak. Recently, Mr. Williams did some mortar work on the roof when it was raining and there have been some attempts to do patchwork on the roof.

UD410016HL described a problem with a drain pipe on the roof through which water shoots out during a rainstorm and onto his air conditioner, through UD410017HL's apartment and into the UD410016HL apartment. As a result of leaking, a portion of the first floor caved in, creating a three foot by three foot hole.

Current problems in the apartment unrelated to the leaks include bathroom faucets that broke soon after they were fixed in June 2005 and a bathtub faucet. A hole in the bathroom tiles took well over a year to be patched. During court ordered repairs, workers often did not come on days they were scheduled.

The tenant described an incident on or about June 6, 2005 when he and [co-tenant] were home and Jose (believed to be Jose Minosa, identified by the owner as the managing agent) attempted to gain access to the apartment without permission. UD410016HL flung the door open and began yelling at Jose who called the police. When the police came they instructed Jose never to attempt to enter an apartment without permission. The tenant will attempt to obtain a police report concerning this incident.

UD410016HL and [co-tenant] stated they had trouble obtaining a lease in the past. In 2004 they had been served with a notice dated February 24, 2004 threatening their eviction for failing to renew the lease. The renewal was not provided until March 30, 2004. Most recently, a lease was sent to them claiming they owed \$154.55 for a security deposit. The tenants produced a check for \$154.55 showing they had paid this amount towards security on May 24, 2004, when

the last lease was renewed. Because the current lease renewal had these improper arrears on it, UD410016HL did not sign the renewal and sent it back to the office.

[co-tenant] stated that a worker sent by the owner had made sexually harassing remarks to her when at the apartment to repair holes pursuant to a court order. This worker did not return to do the actual repair.

UD410017HL stated that he had previously occupied the subject apartment with his grandmother, the rent controlled tenant of record. Pursuant to an agreement with a prior owner, UD410017HL notified the current owner that his grandmother had died in June 2005. Pursuant to the prior agreement, the owner was required to provide him with a rent stabilized lease, but had not done so to date. The owner had also failed to accept his rent checks in accordance with the agreement.

UD410017HL stated that in repairing the gas problem, the owner's workers cut into beams and ceilings without a permit. He stated the problem originated because of negligence by the owner's maintenance worker. Around Thanksgiving of 2005 black soot had come out of the smokestack requiring that the Fire Department investigate and the boiler be shut down. The owner sent someone to clean the chimney thereafter. Still, carbon flakes regularly spill out of the stack.

UD410017HL stated that his apartment is also affected by leaking. There is a small amount of water in the southwest corner of his bedroom. Because there is a clog in the drain pipe on the roof, water pours off the roof like a waterfall when it rains and falls over his window. It then hits the UD410016HL air conditioner and floods that apartment. UD410017HL described going to the roof during a rainstorm and observing water shooting out of the drainpipe due to this clog. Duct tape was placed on the pipe in an ineffectual attempt to remedy the problem.

UD410017HL complained there was illegal construction ongoing in the building. A stop work order had recently been imposed by the Building Department. Debris is piled in black garbage bags in an empty apartment.

UD410017HL stated that he considered the owner's threat to have a locksmith drill the lock if tenants did not provide access to be a real threat as he saw the owner drill a lock in another tenant's apartment.

Ms. Begley, on behalf of the owner, stated that there has been extensive litigation concerning this building. Tenants had brought an HP action concerning repairs which had been marked off calendar after the owner made the required repairs in 2005. In the process of this proceeding, UD410017HL provided lists of needed repairs. Often dates got changed from the tenants, not based on any failure of the owner to appear on the scheduled date (UD410017HL stated this had occurred on only two occasions).

Tenants have been withholding their rent for numerous months. A nonpayment action has been initiated which is going to trial on June 12, 2006.

Any holdover action that has been threatened for failure to renew the lease was due to the failure of the tenant to sign and return the renewal lease in a timely manner. It was agreed that the UD410016HL renewal would be returned to him for signature with the \$154 amount alleged to be due will be eliminated based on the check presented.

The failure to provide gas service was not done intentionally to harass the tenants but rather was because this was an old building with plumbing problems which took time to correct. The owner has been upgrading the building continuously and recently replaced a portion of the boiler for which an MCI increase will be sought. This replacement took place subsequent to April 28, 2006 when a hot water violation was imposed by HPD in the UD410016HL apartment. Tenants stated only one piece of the boiler was recently replaced

It was stated that eventually the roof will be replaced. Currently, pointing is scheduled to be done in the near future. Ms. Begley will advise of the date this is to begin and the company to do the work.

It was stated that the owner responds promptly when tenants contact the office to advise of repairs. Tenants admitted they have not called the office concerning various repairs raised at the conference. Arrangements were made to make the faucet repairs needed in the Needles and to look at the condensation and shelf in her bathroom and take any necessary corrective action and to repair the faucets in the UD410016HL apartment. Access will be given on Wednesday, June 7, 2006 at 10 a.m. starting in the Needles apartment and continuing Thursday, June 8, 2006 in the UD410016HL apartment if the work cannot be completed in that apartment on Wednesday. This work will be performed by Lionel Williams.

Mr. Williams also agreed to attempt to unclog the drain pipe on the roof at his earliest opportunity. He stated this is a two person job.

Ms. Begley advised that she did not previously receive the Belli complaint, which was provided to her at the conference. She will provide a written answer to that complaint within fourteen days. This answer will be provided to the tenant who will be given the opportunity to respond in writing if he desires.

Based on the foregoing, this office will monitor the access dates arranged for the UD410016HL and UD410015HL apartment and the renewal of the UD410016HL lease. If tenants have repair problems in the future, they should contact the number for the owner so that this office can monitor the effectiveness of the owner's response. The owner is required to remedy the leaking condition described by the tenants so that water does not leak into apartments or common areas of the building when it rains. If unclogging the drain pipe and pointing the building, does not remedy the problem, additional measures need to be employed. The smoke stack should be regularly cleaned so soot does not emanate from it.

As to repairs, while the tenants may not have always complained to the owner directly, the owner is deemed to have notice of any violation served on it by HPD. It is noted that as of May 30, 2006 there were 357 open violations, including 64 C violations and 241 B violations. The owner should work towards remedying all violations of record. The owner must also comply with all New York City requirements in renovating vacant apartments.

This office will send an inspector to inspect the conditions outlined herein in the UD410016HL and UD410015HL apartment and in the common areas with the results to be forwarded thereafter. Additional issues will be monitored. Any further recommendations will await the outcome of additional conferences being held at other buildings based on complaints brought by the Shalom Tenants Alliance, the pending nonpayment proceeding, the response to the UD410017HL complaint and the compliance with the owner of its obligations under law.

Very truly yours,

Jon Wallach
Associate Attorney

cc. Shalom Tenants Alliance
Candace Begley, Esq.