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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

June 8, 2006

**UD410018HL**  
249 E. 10<sup>th</sup> St., apt. 4  
New York, NY 10009

Jupiter 10 LLC  
Sky Management  
226 E. 54<sup>th</sup> St., Suite 402  
New York, NY 10022  
Attn: Jon and Ben Ohebshalom

Re: Enforcement Case No.: UD410018-HL

Dear Parties:

This letter is being sent to summarize the conference held June 7, 2006 regarding the above-referenced complaint of harassment. The conference was attended by tenant **UD410018HL**, owner members Jon Ohebshalom and Ben Ohebshalom, owner's attorney James Marino and various members of the Shalom Tenants Alliance.

The tenant alleged that since 2000 when the current owners took title to the building, subtle pressure has been exerted on him and other tenants to cause them to vacate the building. In this nineteen unit building (which was formerly 17 units), five tenants have vacated: one has died and four others left after court proceedings and/or buyout agreements.

**UD410018HL** stated he was offered money to vacate and the agent, Mike Solomon has made various comments which he believes were meant to put pressure on him to vacate, such as, "Wouldn't you be happier in another apartment." The tenant stated he has no interest in moving from the apartment at this time.

**UD410018HL** stated that he has the feeling that the owner is always watching or monitoring him. On one occasion within the past three years Mr. Solomon came to his office on Bleecker St. when he was not there and looked around. The tenant was traveling a lot and felt the owner was checking up on him. He also received a number of hang-up phone calls which he speculated the owner was responsible for.

The tenant stated that in the past the owner has not been responsive to complaints of needed repairs. In 2003 the tenant made numerous phone calls to the office in April, May and July about a kitchen sink leak. The owner was not responsive to these calls and the problem was

not corrected until the leak damaged a renovated apartment below his. The leak caused damage to the tenant's floor which he eventually repaired himself.

In August 2004, the tenant wrote to Mike Solomon about needed repairs in his apartment. He received a partial response as the spindle for the front door was repaired but electrical problems and damage to the kitchen ceiling continued.

The tenant stated that, in his opinion, the building is slowly collapsing. As evidence of this, he stated his apartment door used to be able to be opened all the way, and now can only be opened 21 inches. Cracks are appearing. The tenant stated his belief that the beams in the basement are not adequate for the load imposed upon it. He acknowledged that he has not made any complaints about this condition. Prior to the current ownership, the tenants had a structural report made and the tenant will submit this report.

UD410018HL stated the failure of the owner to provide him with a second key to the new lock on the front door convinced him to file his complaint of harassment. As he was expecting visitors in December 2005, the tenant requested a second key in mid November. He was initially told that this would not be a problem but he would have to pay an additional \$25. When he spoke to the office about this issue on December 5, 2005 Mike Solomon demanded to know why he wanted an extra key and that it would take two weeks to get one to him. Calls were made to the office on December 23, December 27 and January 5 and the tenant either left a message or was told someone would get back to him. No one ever contacted him about the issue. Currently, Mary advised him that a second key is being ordered for him.

The tenant wrote to the owner about current problems on January 12, 2006. The owner responded fairly rapidly according to UD410018HL, though since the tenant was out of town, repairs could not be addressed immediately. Before the work was done, Mike Solomon did say to him that repairs will be expensive and therefore questioned if the tenant would prefer to move. The tenant's kitchen ceiling was repaired to his satisfaction and an agreement was worked out concerning electrical outlets. The tenant felt that the owner was now more responsive based on actions taken by the District Attorney's office.

The owner stated that there was nothing improper with offers to vacate made to other tenants in the building. With regard to UD410018HL, the owner will respect the tenant's wishes that he is not currently interested in a buyout arrangement. Mike Solomon will be instructed not to have any conversations with the tenant that can be construed as pressuring him to vacate. The owner denied being responsible for any hang-up calls the tenant experienced in the past.

The owner stated that Mike Solomon's visit to the tenant's office was in response to a rent check which indicated that address. The owner had a right to investigate in order to ensure that the tenant was using the subject apartment as his primary residence.

The owner does not believe the building is slowly collapsing. It is believed that the tenant is experiencing normal settling of the building. Nonetheless, the owner will investigate this complaint and take any appropriate action. The tenant's apartment door will be planed and a new saddle will be installed.

It was stated the owner no longer has records associated with the tenant's 2003 leak complaint. Complaints will be addressed in an expeditious manner from now on and the owner will endeavor to shorten the turnaround time for having repairs remedied in the future.

As to the key issue, the owner believes that DHCR Policy Statements support its actions of only providing one key to the front door for each adult in an apartment based on security concerns. Employees may not have been familiar with whether the tenant was legally entitled to a second key and that is why some checking had to be done when he called asking for a key and no immediate response could be given.

The owner pointed out and the tenant confirmed that the building was not in good shape when it was purchased in 2000.

Based on the foregoing, the agreements outlined herein will be monitored as will the pending complaints at other buildings filed by the Shalom Tenants Alliance before further action, if any, will be taken by this office. It is determined that the complaint that the building is slowly collapsing is not one of harassment, especially, because there is no indication the owner was ever made aware of this condition. The tenant is instructed to file a complaint with the Building Department about that issue.

The issue of whether the tenant is entitled to a second security key is unsettled and the owner's failure to provide this key cannot be construed as harassment. Instead, the tenant is advised, if the owner does not voluntarily provide a second key, he may file a decrease in services complaint concerning this issue.

Thank you for your attention to this matter.

Very truly yours,

Jon Wallach  
Associate Attorney

cc. James Marino, Esq.  
Shalom Tenants Alliance