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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

September 12, 2006

UD410023HL
UD410022HL
UD410020HL
UD410024HL
UD410021HL
253 E. 77th St.
New York, NY 10021

Alliance 77 LLC
Sky Management Corp.
226 E. 54th St. – Suite 402
New York, NY 10022
Attn: Ben, Jon Ohebshalom

Re: Enforcement Case Nos.: UD410020/24-HL

Dear Parties:

This letter is being sent to summarize the conferences held on August 25, 2006 and September 8, 2006 based on the above-referenced complaints of harassment. The initial conference was attended by complaining tenants UD410023HL, UD410022HL, UD410024HL and UD410021HL, owners Ben Ohebshalom and Jon Ohebshalom, managing agent Larry Quinones, owner's attorney James Marino, observers Anthony Morenzi from Assemblyman Grannis' office and Aliya Feldman from Senator Tom Duane's office and observers from the Shalom Tenants Alliance. The first conference was also attended by [Witness], the aunt of UD410023HL. The second conference was attended by the same parties except UD410022HL, [Witness] and Ms. Feldman did not attend and owner's agent Jose Arias was present at the second conference.

UD410024HL stated that there has been a pattern of harassment the past five years since the Ohebshaloms took title. This was a four building compound connected by a breezeway with four levels of courtyard area in the back of the buildings. The tenant stated that one manner in which tenants had been harassed consisted of the owner's illegal construction. It was stated generally, that the owner had falsely certified that multiple building violations had been corrected to HPD. Apartments had been gutted and renovated without required permits.

Specifically, UD410024HL stated that the owner had constructed a walkway which was less than the minimum of twelve feet wide as required by law. It was alleged that the permit provided to the Building Department in connection with a new sprinkler system was false since it alleged a modification in the existing sprinkler system when there had been no prior sprinkler

system and listed the incorrect address of the building. In installing the sprinklers the owner cut into vertical studs around the entry doors, which constituted safety hazards as it compromised the integrity of the exit doors.

UD410024HL stated that the owner added two additional floors to the building without proper permits or certificates of occupancy. Unlicensed workers were used for this work except for electrical and plumbing work. A stop work order was issued on November 12, 2003 because work did not conform to approved plans. The tenant stated on October 31, 2003 the owner had steel beams delivered to the roof tops of the buildings in the early morning (4:30 a.m.) to disguise that this work was being done illegally. Workers buzzed tenants to gain entry to the building. The police were called and stopped delivery. After the police left, the workers returned.

The tenant also alleged that a false vent had been installed in the hallway. Although this structure gave the appearance of a vent, it was not connected to anything and served no function. The owner was in the process of covering this structure over so it could not be inspected on the date of the first conference.

It was also alleged that the owner failed to maintain common areas of the buildings as required. Broken stairs existed in the hallway in the south building. The foyer door was in poor condition and was broken for over a year before it was repaired. No light existed at the south entrance for two years before it was replaced. Trash accumulation has been an ongoing problem which has gotten worse with the addition of two more floors to the building and more tenants. The garbage chute often overflows and attracts vermin as a result. The recycling bin is inadequate and is often overflowing. There is inadequate garbage containment in the main hall. Garbage receptacles have been added in the rear basement because of the trash overflow and tenants were threatened with fines if they didn't dispose of their garbage properly.

It was alleged that the entry door doesn't close all the way and the foyer door is propped open all the time, compromising security. A picture was provided showing someone sleeping in the entryway on July 17, 2006. On September 11, 2005 the outer door was broken and glass shattered. It was alleged the owner's response was not adequate as it took 32 hours to respond and the door was not taped over in the interim. A broken glass panel in the foyer door was not repaired.

A picture was provided showing a crack along the stairway which occurred during the roof construction on November 15, 2002 and was left in this condition for over a year. Another picture from around this time showed mismatched paint in the hallway. A greasy hose from the rendering service was left in the tenant walkway area for a lengthy period of time.

Many of the tenant concerns were communicated to the owner in a letter from the Tenant Association dated November 21, 2001. This provided the framework for the tenants' subsequent HP action which was settled.

UD410024HL next addressed services which he stated were not being provided as required by law. While a superintendent is provided, he can't respond to tenant concerns without permission from Sky Management and Sky Management is not always available. Appointments are frequently not kept and are disruptive to work schedules.

Prior to the current ownership, tenants all had functioning doorbells. The bells were disconnected after renovations and never reconnected. The intercom/buzzer system was in disrepair for four years. It has been working recently.

Hot water vacillates from extreme to cold. Violations have been issued for scalding water. Because of the change in plumbing piping due to renovations, back up problems have been experienced, as well as unequal heat and water distribution. The owner has failed in the past to notify tenants when systems would be shut off, but this has been better lately.

The courtyard that existed previously and was tended by tenants was eliminated and replaced with commercial space. During this process tenant egress was blocked with boxes, garbage, tools and debris which were left in the courtyard.

It was alleged that the MRI Center was built illegally under an improper permit. Tenant egress was restricted. The owner created a movable tunnel while the foundation for this structure was being built with no voluntary safety precautions. Tenants had to walk on planks.

During the construction, the fire escape was eliminated from apartment 4B. There was no secondary means of egress and the students who had rented that apartment were forced to vacate. The fire escape was spot welded on the premises with no protection of the tenant walkway adjacent to this work.

During the construction a violation was issued on May 6, 2002 for excessive debris in the front of the courtyard. Construction workers would throw debris down the steps. On November 15, 2002, the Time Warner equipment in the basement was vandalized which is a security issue. After the MRI Center was built, it installed a huge HVAC unit which produced 56 decibels of noise. A noise violation was issued on March 15, 2004.

Tenants allege that bank security interest was withheld for a period of time. To comply, the owner was told by M & T Bank that tenants had to sign W-9 forms. It was alleged that rather than have the tenants complete these forms, the owner forged tenant signatures and provided them to the bank.

During a power outage, the hallway lights were out for three days. There was no ventilation in the hall and no emergency lighting provided. Electricity has gone out in the hall on several occasions.

Tenants wrote the owner a letter on December 5, 2001 which included notice that the roof door wouldn't lock. It stayed in this condition until this past Memorial Day when the penthouse apartment was robbed after someone gained entry through this roof door. Subsequent to the robbery the condition was corrected.

Recently, keys to the front door were changed and tenants were made to pay \$25 at the management office in order to get the new keys. It was stated that the keys cost substantially less to manufacture and the owner was making a profit on each key. The owner would only provide one key per adult and this didn't take into consideration maids, dog walkers, family members, etc. who might also need a key. UD410024HL stated according to a recent New York Supreme Court decision, each tenant was entitled to a second key at no charge. By his persistence, UD410024HL was able to get a second key, but the owner refused to sign his receipt for the key.

New mailboxes were installed after the two new floors were added. All locks came with two keys but the owner held on to the second mailbox key for each tenant. According to the Post Master, all keys were required to be turned over to tenants.

Tenants received a letter threatening eviction on September 20, 2002 from Rose & Rose. The letter falsely stated that tenants were in violation of their leases in using air conditioning whereas tenants, including UD410024HL, had leases which authorized air conditioners.

On February 18, 2005 Ben Ohebshalom made what UD410024HL interpreted as a harassing remark asking, "What is it with you and Chinese prostitutes?" UD410024HL stated this referred to his girlfriend, who is Phillipino.

Problems specific to UD410024HL included an issue with radiator valve handles. The owner didn't want tenants to be able to regulate their own heat and did not install a new valve handle after it broke. The tenant bought a new valve handle and the owner had it removed. Eventually, this issue was resolved.

There is weak electrical power in the tenant's apartment. He can only operate the refrigerator and one other appliance at a time without blowing a fuse.

The tenant's ceiling collapsed November 1, 2001. The tenant made the repair initially. When it collapsed a second time, Sky Management did the repair. A worker was given a key and when he kept the key overnight the tenant had to have the locks changed.

During the period of the penthouse construction above his apartment, a "cocoon" was built around his window depriving the apartment of natural light and air. The tenant deducted \$10 off his rent for this problem.

The tenant received an exorbitant Con Ed bill at one point and had the matter investigated. Con Ed found that some electric meters were being shared and some were not being read. The tenant received months of credits as a result.

Falling construction debris from the roof damaged the air conditioner in apartment 2E. While the tenant's air conditioner was replaced, this demonstrates a safety issue.

UD410023HL stated that she has been adversely affected by the owner's conduct based on events of the past five years including a lack of services, wrongful construction, a lack of security and health risks. When she has complained, the owner's answer is to tell her if she is not happy she should move. She was offered \$50,000 to vacate but she can't afford to do so.

When the parties were negotiating for repairs to be performed, the owner tried to get her to sign an agreement agreeing to drop all complaints and not to use an attorney affiliated with any other tenant at the building or with any tenant groups. She didn't sign and thereafter had to fight for a paint job for years.

When the commercial restaurant is in operation, the apartment vibrates at times. During the construction a hole was made in her bathroom.

Prior to the building of the MRI building, the owner wrote tenants and advised that they could not use the roof and fire escape areas except for evacuation purposes. Since the MRI building has gone up, the owner has allowed the tenants to use the roof area as a terrace right outside her apartment. As a result, she has to keep her curtains closed for privacy. The prior tenants have held parties in that area, they walked their dog back and forth which defecated in that area. Often, the dog would get off the leash and disturb the tenant. Furniture has been placed outside her window which has blocked her egress to the fire escape. The neighbors threatened her when she complained and retaliated against her by leaning on her bell. Recently, the occupants who she had this trouble with have moved out, but new tenants have recently moved in, and she isn't sure the situation will improve.

UD410023HL's aunt, [Witness] corroborated much of the tenant's statements concerning the neighbors and use of the area outside the tenant's apartment. The terrace was rented as part of the neighbors' space and they would run their dog back and forth in this area. At one point [Witness] saw the fire escape lowered to the ground in front of the building, which was a security risk. She has also observed the entrance door ajar on occasions. During the period of construction, a hole was made in the apartment so one could see the store below through the hole. She has observed garbage strewn about in the halls and has smelled foul odors in the building.

UD410023HL stated that she would often get calls and faxes at work which was disruptive. She has also had to miss work to have repairs done. Finally, she had to request that the owner not contact her at work. Karen at Sky Management often writes letters which are inaccurate and must be responded to. The painting took two to three days to get done after two years of asking for it. On one day someone didn't show up. Two ceilings collapsed and the owner took days to respond. She stated while the office would often call her at work about minor things, no one called when there was an actual emergency when there was a fire in the neighbor's apartment.

UD410023HL stated that there have been numerous breaches in security at the building. Strangers are seen outside her window on the roof. She doesn't know who these people are and has had to ask workers for identification. Brokers buzz every apartment to get into the building. Doors are left wide open daily to allow worker and new tenants entry into the building. Since there are more people in the building, garbage has piled up, the plumbing is overwhelmed, sinks back up, electricity is blown, and mice and roaches infest the building.

When the tenant's toilet backed up, she was charged \$75 as a fee because it was claimed she had clogged the toilet with Q-tips. She stated she did not insert this into her toilet and alleged she was falsely accused. Although never paid, the charge remains on her bill.

Current problems include grout which is needed in the bathroom, a yellow stain on the living room ceiling, a missing towel rack, a door to the apartment which is not self closing and a floor which is in need of repair. An appointment was reached for access on August 30, 2006 at 8 am at the first conference. However, on that date the tenant reported that the worker did not come at 8 am as agreed and the tenant had to go to work.

UD410022HL stated that she believes her electrical power has been downgraded to one 20 amp fuse. Previously, she had twice that much amperage.

UD410022HL stated that two weeks after title changed, Ben Ohebshalom called her to ask if she was interested in moving. When she responded that she was not interested, the next phone call was to tell her that she couldn't keep a dog in the apartment since it was not in her lease. The owner eventually tried to evict her on this issue and lost. The decision provided shows the court granted the tenant's motion for summary judgment. The parties subsequently entered into an agreement whereby the owner agreed to pay a substantial portion of the tenant's attorney's fees. After the court case, the owner tried to renew her lease for an incorrect amount, seeking an extra \$20. She was also offered a buyout of \$50,000.

The tenant stated that the owner often fixes the apartment poorly when repairs are required. After there was a flood from above and the ceiling collapsed, the worker used pounds of plaster to fix the ceiling. At the August 25, 2006 conference, an access date was arranged for September 6, 2006 at 9 am for the owner to inspect and correct: cracks in the bathroom, tiles which were in need of grouting, installation of a peep hole, installation of a door knocker, installation of a towel rack, a bathroom vent which was not working and a door which does not close properly. The tenant also stated there were tiles outside her door which were now separating due to the extra weight caused by the two added floors.

Like UD410024HL, UD410022HL stated she also received a letter from the owner's attorney threatening to evict her if she didn't remove her air conditioner. She stated her lease allowed her to have an air conditioner. Her attorney responded and no action was taken against her.

UD410021HL stated that she lives on the top floor. On the date when the owner caused a delivery of steel beams and cement blocks to the building early in the morning, her apartment shook when this material was dropped on the roof. She contacted the police. Cracks have developed in the building based on the excess weight. A stop work order was issued because the work was not being done in accordance with the filed plans, but the owner just started the work again.

During construction her apartment suffered water damage. Water seeped into the window sill. Her art prints were damaged. She currently doesn't want the owner to make repairs in her apartment even though there is a new crack in her living room. The tenant stated that the building is shifting from the excess weight.

The tenant also had a shared meter issue where her electric bill shot up to twice what it was before. She recently received a \$190 bill which she believes is excessive.

She has twice been affected by fires since the Shalom's ownership. One fire occurred in the living room of a neighbor in October 2001 and another fire occurred in the restaurant below her. The owner ran pipes through her apartment when the two new stories were added. She had to request that the pipes be covered. Her skylight was also removed when the two new floors were added.

UD410021HL stated she has been adversely affected based on the garbage in the hallway. She complained that the super won't do basic things in the building. She has been buzzed by occupants of the penthouse at 2:30 to 4:30 am to allow them in.

Although UD410020HL did not attend either conference, she provided a statement which been included in the file. The tenant's complaint concerns a fire in her apartment on April 8,

2004 which was caused by a wire from the living room air conditioner. She believes this was caused indirectly by the owner's employee, who moved her air conditioner without her knowledge or permission. After the relocation, the employee did not properly dress the power cord. Over time, the television cabinet wore away the protective shielding of the power cord, which shorted out and caused the fire.

After the fire she had trouble getting new windows replace until Sen. Liz Kruger sent a letter on her behalf. She incurred expenses based on the fire which were not reimbursed by the owner nor did they appeal to their insurance carrier to address this issue.

The owner responded to the tenants' allegations at the September 8, 2006 conference. Regarding the August 30, 2006 access date for UD410023HL, the owner acknowledged that an error occurred which caused the worker not to show up as required. It was agreed that an access date will occur on the weekend to accommodate UD410023HL. It was agreed that access would be provided on September 30, 2006 at 9 a.m. for the owner to inspect and remedy all conditions previously outlined and to also install a doorbell.

The owner agreed to provide UD410023HL a \$170 rent credit on the next month's rent bill to compensate her for property damage that previously occurred (this amount was previously negotiated and appeared in the agreement drafted which the tenant refused to sign because it required her not to utilize certain attorneys). The owner may require her to sign a release of liability agreement for the property damage suffered as a condition for providing this credit.

Concerning the balance of UD410023HL's complaints, the owner stated that the tenants of 2A, against whom the tenant was complaining, were relocated to another building. It is difficult to successfully bring an eviction case based on an illegal pet, as the case brought against UD410022HL demonstrates, therefore, the owner moved the tenants with the pet rather than seeking to evict them. The owner intends to enforce a strict no pet policy at the building.

There are now barriers which separate the roof terrace for apartment 2A from the area on the roof UD410023HL would need to travel to reach the fire escape. There is no furniture or obstructions in this area. However, the roof on the other side of the barrier is part of apartment 2A's living space. It was agreed that workers who will be on the roof area outside the UD410023HL apartment or elsewhere in the building, will wear an ID, identifying who they are.

In accordance with UD410023HL's wishes, the tenant will not be called or faxed at work. The owner will contact her via her cell phone or in writing in non-emergency situations. The \$75 repair charge will be removed from the tenant's bill.

It was stated in regard to past problems concerning repairs, that the owner had now hired a new managing agent and it is believed there is a good rapport between Mr. Quinones and the tenants and that, looking forward, it is believed the owner will timely and appropriately respond to repair and service complaints.

Responding to the construction issues raised, the owner stated that more than \$1 million had been spent by the owner and it was recognized that this major construction had resulted in inconveniences to tenants. Problems with noise and dirt are inescapable in such situations. While there may have been a lack of a permit for certain periods of time, the Department of Buildings allows for late filings with penalties to be paid as a result. Stop work orders imposed

in the past have all been complied with. As to the sprinkler permit, the address had a typographical error which was corrected. The City procedure requires the owner to apply for a sprinkler modification, even though this was a new installation. Denominating the permit as a modification did not affect the tenants. Similarly the permit for the MCI building was not improper. The owner is seeking a new certificate of occupancy for the building based on the two added floors.

As to specific complaints raised by [UD410024HL](#), the owner knows of no requirement that the walkway be at least twelve feet wide. No violation for this exists. As to the allegation of a false vent in the hallway, this was actually a covering for an access panel which was recently removed. The owner was not trying to create an illusion of a vent.

As to the delivery of the steel beams, it was stated that the contractor would be in charge of getting all permits, requiring the streets to be closed, etc. Any problems that occurred in this regard have been resolved and were not caused by an intent of the owner to harass anyone since the owner was not in control of this process.

The fines listed in the August 9, 2006 garbage memo are meant only to apply to market tenants and not to the rent regulated tenants. A new room has been created in the basement for the disposal of garbage. Six containers are for trash disposal and four cans are for recycling. This is meant for larger items which cannot fit down the garbage chute. In the past when the chute was clogged tenants would leave garbage in the hallway. To the extent that this is still occurring, the owner's employees take the garbage out of the hallway and dispose of it properly. This cleaning/disposal process takes place at least once a day.

The owner believes that the 32 hours in which it took to respond after the front door was shattered was an appropriate response time. The greasy hose about which the tenants complained was placed by a rendering company hired by Jimmy's Bar. The owner made sure this was removed after the tenants complained. The owner has properly painted the hallway subsequent to the photo which shows mismatched paint in the hallway.

The superintendent lives two doors down from the subject premises and is therefore in compliance with the Housing Maintenance Code. While the super does require the owner's authorization prior to making any repairs, this procedure where the super acts as a conduit for the owner doesn't violate the law. The super has Ben Shalom's cell phone number and will call him to get authorization when required. The super can respond in case of an emergency.

Concerning the allegation of hot water fluctuations, the owner believes this problem could be resolved through the installation of a new mixing valve in the affected apartments. This would entail opening a wall in the bathroom, taking out the old shower body and installing the new mixing valve while re-installing the shower body and then sealing the hole. Tenants at the conference stated that they would presently not wish this procedure to be done. [UD410024HL](#) stated this was a condition that he had lived with from prior to the Shalom's ownership.

The owner stated that the photo showing garbage in the former courtyard was caused by the commercial tenant. The door through which the garbage was placed in the courtyard, has now been sealed. The propane tanks referenced by [UD410024HL](#) were placed by another tenant and are now gone. The HVAC unit was caused by the MRI tenant and was corrected by that tenant after the tenants complained about the noise and the owner spoke to the commercial tenant about it.

The difference in the \$25 charged to tenants for a security key and the \$20 charged to the brokers was because the brokers don't keep the keys. The \$20 is just a deposit. The owner's policy is to provide one security key to each person living in the apartment 10 years of age or older. Tenants may bring special circumstances to the owner's attention if more keys are needed. The owner believes that the \$25 charged for each key is a reasonable charge in the industry.

The security doors have been left open occasionally to accommodate deliveries. The super will be instructed to make sure the doors are closed.

The radiator valve handles were removed because the tenants were not supposed to be regulating heat. The valves should always be kept in an open position. They are not designed to be opened and closed and leaks could occur if they are overused. The situation with [UD410024HL](#) was resolved as to this issue.

The wiring to the building has been upgraded. No tenant's electrical power has been reduced. The rewiring has corrected any electrical outage problems that may have previously occurred in the building. Neither emergency lighting nor ventilation is required in the hallways.

The owner has no knowledge of what caused any large electric bills experienced by the tenants or any shared metering. It was stated this is an issue to be resolved between Con Ed and the tenants.

As to the two extra floors which were constructed, the owner stated that such work was authorized pursuant to plans that were filed and approved, stop work orders have been lifted and the owner is progressing towards getting the certificate of occupancy based on this addition. While this has resulted in more tenants at the building, the owner has adjusted the garbage situation and upgraded the electricity based on this increase. It is not believed that the added weight to the building has caused any problems and no violations in this regard have been issued. The buildings have been inspected continuously and the owner will address any specific concerns raised based on these inspections.

The tenants presented a document signed by [UD410022HL](#) and Jose Arias based on the access granted on September 6, 2006. The tenant agreed that all required work was done but stated that there wasn't enough light in the hallway to see through the peephole and the front door did not align properly after it was made self closing. Mr. Arias stated that a light was replaced in the hallway recently to provide adequate light. The owner agreed to look at [UD410022HL](#)'s door and take appropriate action.

In response to the owner's presentation, [UD410024HL](#) stated he would like to have a doorbell back, as the owner previously disconnected all the doorbells. It was agreed he could contact the owner to arrange this.

[UD410024HL](#) stated it was not acceptable that the tenants had to live through noise and dirt during the renovations and it was the owner's responsibility to provide a clean and safe environment. He acknowledged that he did not know of a specific law that required the walkway to be 12 feet wide.

UD410024HL disagreed that ventilation and emergency lighting is not required in the hallway. He stated that the tenants were also going to have building-wide issues addressed through the mortgage holder.

UD410024HL stated that garbage containment is not adequate. Tenants stated that garbage in the hallway is not cleaned at all on Sunday.

UD410024HL stated that the owner continuously attempted to shift responsibility onto other others such as the commercial tenants or the tenants including when addressing issues of the greasy hose, the steel beam delivery, the HVAC unit, courtyard garbage and the propane tank.

Tenants also complained that security to the building was compromised as the entry door was recently broken and was often left open. Brokers and workers have keys.

These files will be left open to monitor the agreements reached herein. Tenants may contact me concerning the issues of the security door and the garbage if it is believed that problems continue subsequent to the conferences and this office may have an inspection as to these issues without notice to either party. Any tenant who feels they need an extra key may make an appropriate application to the owner and may file a decrease in services complaint thereafter if the key is not provided. The owner should return any mailbox keys in its possession to the tenant it belongs to.

This office will monitor the Con Ed investigation based on the tenant complaints of shared metering. The allegation of forged signatures is presumably being investigated by the District Attorney's office. The results of any such investigation will be monitored.

Allegations of improper permits, illegal construction, the lack of certificates of occupancy and improper electrical power must be addressed in the first instance by the appropriate City agency. Complaints of inadequate electrical power can be made by filing a 311 complaint. This office can take notice of any violations that are imposed by any such agency.

The tenants should keep me advised of any new developments so that this matter may be effectively monitored.

Very truly yours,

Jon Wallach
Associate Attorney

cc. James Marino, Esq.
Shalom Tenants Alliance