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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

July 5, 2006

UD410013HL

416 East 73rd St., apt. 4C
New York, NY 10021

Premier Holdings, LLC
347 Fifth Ave., Suite 1201
New York, NY 10016

Re: Enforcement Case No.: UD410025-HL

Dear Parties:

This letter is being sent to summarize the conference held June 30, 2006 regarding the above-referenced complaint of harassment. The conference was attended by complaining tenant **UD410013HL**, her roommate [roommate], neighbor [neighbor], owner David Ohebshalom and owner's attorney Lester Breisblatt. A number of members of the Shalom Tenants Alliance attended but did not participate.

The tenant has lived in apartment **X** since 1993. Premier Holdings LLC with David Ohebshalom as managing agent has owned the property since July 16, 1996. During that time the tenant stated she has made numerous calls to the office based on various problems in her apartment and the building, she has written approximately fifty letters to management because her calls have gone unanswered and has filed some 200 complaints with government authorities based on conditions in the building. She has also been involved in eight court actions, two of which were initiated against her. As a result of the owner's actions and inactions she has been inconvenienced by having to take off from work on numerous occasions, has had to clean up dust and debris and has spent approximately \$24,000 on legal fees to protect her rights.

Shortly after the owner took title in 1996, David Ohebshalom accused her of not living in the building and asked for various documents from her to prove her residency at the building including income tax filings. The owner offered her \$5,000 if she would vacate the building. **UD410013HL** provided various pieces of documentation to prove residency but, upon the advice of her then employer, did not provide her income tax filings. The owner never followed up on this issue.

Over the years the owner has made repeated buyout offers which the tenant has rebuffed. The tenant has made counter-offers seeking \$25,000 to vacate the apartment. Finally, in a letter the tenant requested that no further buyout offers be made. The owner has honored that request.

UD410013HL stated that over the years there has been a lack of janitorial services and, until recently, there has been no super living at or near the premises as required by the Housing Maintenance Code. When the owner took title in 1996 the then live-in superintendent was fired. As a result the building deteriorated. Garbage piled up outside the building and repairs were made in a haphazard manner. There were repeated boiler breakdowns, electrical outages and leaks which could not be addressed in a timely manner by the superintendent. HPD reported that violations increased from 78 violations in 1999 to 130 violations in 2003 to 257 violations in 2005. The superintendent was changed ten times between 1996 and 2005. UD410013HL acknowledged that as of August 2005 the superintendent does properly reside near the building and properly performs superintendent duties. Currently, the violations have been reduced to 47.

UD410013HL stated that over the years the owner has ignored tenant complaints until HPD was contacted. The tenant presented numerous letters which she sent to the owner which she stated were not responded to. Copies of all letters sent were provided. UD410013HL stated that a complaint was made on June 2, 2006 regarding water damage in the hallway which was not responded to. On June 12, 2006 it appeared the damage was worsening.

The tenant stated that leaking into her apartment was one area where the owner failed to respond in a timely manner with proper repairs. From 1997 through 2003 there were nine leaks into her bedroom, four after the upstairs apartment was being renovated. Management was called repeatedly, but it took months to get repairs done until the tenant was forced to initiate litigation. Painting was another area where the owner failed to respond in a timely manner. She asked for a paint job in 1999 and the apartment wasn't painted until a year later despite numerous letters and the intervention of HPD. Another example of a repair difficulty concerned the front door to the apartment which was damaged in August 2000 by the then superintendent and was not replaced until 2003 and was not fully repaired with a new threshold until 2004.

The tenant stated that security to the building has also been compromised over the years. The lock, latch and door handle to the security door had been inoperative and prior to 2004 the security door could be pushed open. From 1999 to 2005 the intercom was frequently inoperative. This issue was resolved with HPD's intervention.

UD410013HL also stated that she believes the owner's refusal to approve her sublet application was an example of harassment. On May 19, 1998 the tenant sent a letter to the owner advising of a six month sublet. The owner sent her a fourteen page questionnaire in response. The tenant felt several of the questions were very intrusive such as the request for all of the subtenant's credit card numbers and account numbers. Upon the advice of counsel, UD410013HL answered all but six of the questions. One month later she received notice that the sublet had been refused by the owner based on the failure to answer all of the questions. The tenant nonetheless began subletting beginning September 1, 1998 and the owner started a legal action on these grounds. The tenant stated that she believes this action was frivolous and that the owner must have recognized that the case was without merit as it was withdrawn on December 8, 1998, while she was still away.

When she returned, the owner refused to renew her lease and the tenant was forced to file a Failure to Renew Lease complaint with DHCR. The agency issued an order in her favor on November 21, 2000. The agency found that the owner's claim that they could charge her \$50 in costs for re-sending the lease could only be imposed if such a condition was authorized by the original lease, which it was not.

From 1999 through 2004 the tenant was exposed to dust and debris based on the renovations of vacant apartments that were occurring throughout the building. According to the tenant no precautions were provided in order to ensure the safety of the tenants and there was no clean up of the dust. As a result, dust penetrated into the apartment compromising the tenant's health. Violations were placed based on the condition of the hallways at this time.

UD410013HL stated that there have been problems with heat and hot water since the current ownership began in 1996. There were frequent boiler breakdowns which caused interruptions in service. Based on violations placed, the City initiated an HP complaint in 2000 based on the owner's failure to provide adequate heat and hot water (index number 144/00). Based on this complaint the owner agreed to provide heat and hot water as required by law and the super agreed to take boiler training classes.

In 2002 the boiler was replaced. There was no hot water for the period of time before the new boiler was installed. Two times black smoke spewed out and the boiler had to be shut down. From 2002 to 2005 the new boiler broke down often. The hot and cold water pressure has been erratic. Often there is not enough hot water while at other times the water is scalding hot. Three times the showerhead was changed and once the shower body was changed. Recently the super changed a washer in the cold water tap in the shower. Currently the water pressure has been strong but the scalding water temperatures come and go. Based on HPD violations, HPD started a second HP action based on the failure to properly provide heat and hot water which resulted in the owner paying a \$2,000 penalty (index number 494/05).

UD410013HL stated that based on the renovations, one bedroom apartments were converted to two bedroom apartments. These apartments have been rented out mainly to students, with several students living in each apartment. This has taxed the building's systems and resulted in numerous electrical outages until recently. Since there was no superintendent on the premises, tenants would have to gain access to the basement themselves to restore electricity. In November 2005, meters were replaced in the basement and there have been no outages since that time to date.

The tenant believes that the expansion of apartments was done without proper authority from the Department of Buildings (DOB). The increase in the number of people in these units has also increased the amount of noise in the building, the amount of garbage and the stress on the systems. The tenant has written letters about these problems which have not been responded to. The hallway walls, which had finally been renovated, are again showing signs of being gouged and dirty. The turnover in apartments has led to the frequent appearance of real estate agents trying to re-rent the vacant apartments. Since these agents have not always been given keys, they often buzz tenanted apartments in order to gain entry to the building and are otherwise disruptive.

UD410013HL detailed various court actions which had been initiated by HPD and herself against the owner based on the owner's failure to maintain the building properly. As a last resort she initiated a civil action after her letters about conditions were ignored. She obtained a default judgment but then the owner had the default vacated. Because of a clerical error where the clerk did not realize the default had been vacated the case was deemed abandoned and she would have had to start over again. Her attorney recommended instead to initiate an HP action. This was done in 2003 and resulted in a stipulation where the owner agreed to correct various HPD violations (index number 6131/03). She was part of another tenant HP action in 2005 (index number 781/05) where the owner was again required to remedy violations and was fined \$400.

Based on the conditions in the building, upon the advice of counsel, the tenant began withholding rent from April 2003 through January 2004. Based on the correction of certain conditions the tenant began paying rent at that time but again withheld rent from December 2004 through November 2005. In December 2005 the owner initiated a nonpayment action which resulted in a stipulation between the parties wherein the tenant was given an abatement of \$2,572 of the rent owed.

In response to the tenant's complaint, Mr. Breisblatt requested thirty days to respond to the numerous documents that were produced for the first time at the conference. The owner has been given until July 31, 2006 to provide such a response.

Mr. Ohebshalom stated that it has never been his intention to harass UD410013HL. He stated that 95% of the repairs relating to her apartment have been completed and the owner will do what is necessary to complete the balance. Similarly, 95% of the outstanding HPD violations have been completed. The nonpayment proceeding has been settled by stipulation.

The illegal sublet action was brought based on the advice of counsel (Rosenberg & Estis P.C.). The questionnaire that UD410013HL was given was one obtained from Rosenberg & Estis. The attorney recommended initiating an eviction action when the requested information was not provided and the tenant sublet the apartment without the owner's permission. After it was determined that UD410013HL was indeed coming back to the apartment after her six months away and knowing that she could cure any lease violation at that time, the action was withdrawn.

Mr. Ohebshalom pointed out that from the tenant's statement, she acknowledged that numerous repairs had been made in an attempt to restore hot water service. Any problems with security of the building have been restored since the old wooden door the owner inherited has been replaced by two locking aluminum doors with the intercom system outside the locked doors as required. The building is more secure now since there are two locked doors where there was only one previously.

As for the buyout offers, the tenant responded to initial offers with counteroffers showing some negotiation. When the tenant asked that no further offers be presented, the offers stopped. The owner did not recall accusing the tenant of not living in the building in 1996 but stated that he would not have requested tax returns.

Mr. Ohebshalom stated that he did not fire the elderly superintendent that he inherited. It was the super's decision not to remain. Currently, there is a competent superintendent who lives across the street. The super's duties include maintaining the garbage area and the common areas of the building.

The owner voluntarily replaced electric metering and there have been no electrical outages since that time.

Of the 47 open HPD violations, Mr. Ohebshalom stated that all but one have been corrected. Only one violation concerns UD410013HL's apartment. That violation is for vermin in the apartment but an exterminator has been regularly provided and often times the tenant does not avail herself of this service.

Mr. Ohebshalom stated that the leaking conditions were investigated and corrected when access was provided. The apartment was not painted initially because furniture was not in the center of the room as required but the apartment has been painted two times since 1997.

As for the noisy students, the owner cannot discriminate who the apartments are rented to. He cannot act as a policeman in the building but will respond to written complaints by contacting the person complained about and asking that such offending conduct cease. There is no benefit to the owner allowing disruptive behavior in the building.

The fifth floor renovations were undertaken after an application was made to DOB, the plans were approved and the permit was issued. Thereafter, the completed work was signed off. First rents were authorized based on the creation of a new unit.

Mr. Ohebshalom noted that there will be dust during the renovation process but for the most part there was cleaning provided throughout the process. The public hallways of the building were also rehabilitated.

The owner stated that attempts had been made to regulate the shower properly. He will send either a plumber or a representative from the fuel oil company to look at this problem again and to take appropriate action. The parties will arrange access for this between themselves with notice being provided to all concerned including myself.

Mr. Ohebshalom stated that because of the problems with the boiler that was inherited, a new boiler was installed. This new equipment was the basis of an MCI application with DHCR which was approved.

Mr. Ohebshalom disputed the tenant's statement that real estate agents do not get keys to the units. He will take steps to ensure that the agents do not disturb the tenants. He also disputed that the owner did not respond to the tenant's complaints. He stated while the procedure is to contact the office so that a complaint may be logged in, the tenant can also contact the superintendent directly if she wishes or she can contact him directly. He stated that the tenant's complaint that the hallways are again getting dilapidated will be investigated and any tiles that are off the walls will be replaced.

In response, the tenant stated that she contacts Jason at the maintenance office and he never returns her calls. She has no problem calling the super directly in the future but may also follow up with a letter to the office. She stated that vermin and rodents are not typically a problem in her apartment but that the basement is infested as rats were seen going into holes leading into the basement. The owner stated that he would investigate this complaint and have any holes sealed.

Based on the foregoing, this matter will remain open to monitor the above-referenced agreements and to await the response of Mr. Breisblatt (if any) to the written documentation provided. It is noted that this summary of conference has also been prepared without reading all of the voluminous documentation presented by the tenant at the conference including the various letters of complaint [UD410013HL](#) stated were not responded to. Therefore, should the owner choose to respond, one area to address would be the owner's response to the various letters that were presented. It is also noted that no DHCR registration statement appears to be filed for 2005 or 2006 (due July 31, 2006). The owner is instructed to file as required by law.

Very truly yours,

Jon Wallach
Associate Attorney

cc. Lester Breisblatt, Esq.
Shalom Tenants Alliance