METROPOLITAN COUNCIL ON HOUSING
Housing for People Not Profit

Housing for people, not profit

# Tenant Inquilino

Vol 36, No. 11
December 2006

Metropolitan Council on Housing
339 Lafayette St.
New York, NY 10012

PERIODICAL

# Pataki's Bequest

## DHCR Proposes New Rules to Raise Rents, Ease Evictions

By Jenny Laurie

Just as tenants were getting ready to celebrate the departure of George Pataki, the state housing agency announced it would make one last big gift to landlords from the outgoing governor. The Division of Housing and Community Renewal has proposed several changes to the rent-stabilization and rent-control codes that will make it easier for landlords to get more money from tenants and to evict them from their homes.

At a hearing on Dec. 4, housing agency officials heard testimony from tenants, advocates, and elected officials. Tenants and some elected officials held a press conference and rally in the afternoon to protest the proposed changes.

The changes, if adopted (which they presumably will be), would allow landlords to charge tenants for the cost of "lead abatement"; collect two months' security deposit from new tenants; evict rent-controlled tenants for charging roommates more than half of the apartment's total rent; and bring eviction cases against tenants in the middle of their leases by alleging that the apartment is not their primary residence. At the Dec. 4 hearing, about 20 people testified in opposition to these proposals.

Former City Councilmember Bill Perkins, now the State Senator-elect from Harlem and the Upper West Side, called the lead-paint proposal an "absurd proposition." It results from the DHCR swallowing whole the real-estate lobby's rhetoric about the lead-poisoning prevention measures passed by the Council in 2004. While that city law requires landlords to fix peeling paint, leaks, and eroding surfaces, it does not require building-wide "lead abatement" or the removal of lead from all apartments or common areas.

This change would open the door to massive fraud, pointed out Matt Chachere of Northern Manhattan Improvement Corp. in testimony submitted to the agency—as it would enable owners to pass on the cost of any routine painting, plastering, or pipe repair in the building to the tenants as rent increases for "lead abatement." Many advocates and tenants said that this is the worst of the proposed changes to the code, as it would have the effect of stopping low-income tenants from complaining to their landlords about lead hazards. Low-income tenants in New York City bear the highest rent burdens, and many cannot afford even minimal rent increases.

The security-deposit change was also opposed by many groups, especially those serving low-income tenants. State Senator Liz Krueger (D-Manhattan) said that doubling the required deposit would effectively bar low- and moderate-income tenants from renting an apartment: "Nearly 70 percent of low-income New Yorkers and 60 percent of moderate-income New Yorkers have $1,000 or less in savings," said Krueger, a well-known poverty expert before she entered the Senate. To move into a new apartment requires the ability to pay the first month's rent, a broker's fee that's typically 15 percent of one year's rent, and the security deposit. For an $1,100-a-month apartment, that total works out to more than $4,000; requiring two months' rent as a security deposit would raise it to well above $5,000. That would put moving out of reach for the average renter household in the city, she added.

Bennett Baumer

*Tenants rally outside DHCR hearing Dec. 4.*

DHCR also wants to make it easier for landlords to evict tenants on the grounds that the apartment is not their primary residence. Current rules in such cases let landlords notify a rent-stabilized tenant that the lease will

*continued on page 8*

## Council Moves to Reform 421-a Program—But How Much?

By Steven Wishnia

With the city's 421-a program of tax abatements for housing construction coming under fire—most of the more than $400 million in exemptions granted under it each year goes to finance residences for the rich—three bills to reform it are now pending in the City Council.

Intro 486, sponsored by Council Speaker Christine Quinn and endorsed by Mayor Bloomberg, would extend the program's current 14th-to-96th-Street "exclusion zone," in which developers taking the tax exception must make 20 percent of the units they build affordable, to all of Manhattan below 116th Street on the East Side and 135th Street on the west. The expanded zone would also include the East River waterfront in Brooklyn and Queens and the crescent of affluent or gentrifying neighborhoods in northwest Brooklyn, from Park Slope through Fort Greene to Greenpoint, but developers in the rest of the city could still get the tax break without including any affordable units.

Intro 490, sponsored by Councilmember Annabel Palma (D-Bronx), would require all buildings in the city receiving the tax exemption to include affordable apartments. In both bills, the affordable units would have to be on the same site as the market-rate units, ending a loophole in which developers built the affordable units in less desirable areas.

The Palma bill would require 30 percent of the units built to be affordable to families of four making less than $35,450 a year, and those apartments would have to stay affordable permanently. The Quinn bill would require 20 percent of the units to be affordable to families making less than $56,250, and the affordability rules would last for 20 years. The Quinn bill would also limit the tax break for market-rate co-ops and condos outside the exclusion zone to the first $650,000 of the average price for an apartment in the building.

A third measure, sponsored by Councilmember Alan Gerson (D-Manhattan), would require 35 percent of units to be affordable in buildings which get both 421-a tax breaks and inclusionary-zoning benefits.

The Council is expected to vote on Dec. 20. If not renewed, the program will expire at the end of 2007.

The Housing Here and Now Coalition is strongly backing the Palma bill. More than 200 people turned out Dec. 7 for a "town hall meeting" at a Local 1199/SEIU union hall in Manhattan, chanting "No affordable housing—no tax breaks!" Groups bringing people included ACORN, Asian Americans for Equality, the Coalition for the Homeless, the New York City AIDS Housing Network, and Queens Congregations.

"We are tired of all these luxury condos all over the city, and how much affordable housing?" asked Rolando Guzman of the United Neighborhood Organizations in Williamsburg/Greenpoint." "Zero," someone called out. "And the landlords get tax breaks?"

Giving tax breaks to anyone building housing made sense in 1975 when the city was plagued by arson and abandonment, said Brad Lander of the

*continued on page 5*

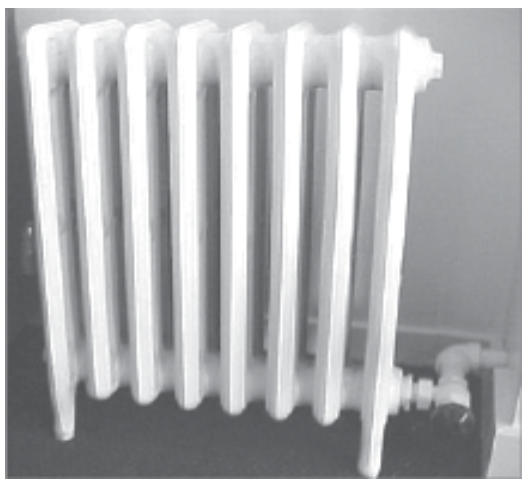
## INSIDE THIS ISSUE !

# State Court Rules Against Tenants in Radiator-Burn Case

Landlords don't have to install radiator covers in apartments with children, the state Court of Appeals ruled on Oct. 24.

The state's highest court unanimously upheld the Appellate Division's decision to dismiss a lawsuit filed in 2002 by the family of Aaron Rivera, a 3-year-old Bronx boy who was severely burned when he climbed onto an uncovered radiator in his parents' bedroom. The family, who had two other small children, had asked their landlord several times to install covers on the radiators in their apartment, but the owners told them it would cost too much money.

The case turned on the court's 1976 decision in *Basso v. Miller*, in which it held that owners have the duty to take "reasonable care under the circumstances" to protect people on their property from being injured. The court ruled that "with some exceptions, a landlord is not liable to a tenant for dangerous conditions on the leased premises, unless a duty to repair the premises is imposed by statute, by regulation or by contract"—such as the laws requiring that landlords install window guards and remove lead paint in apartments with young children.

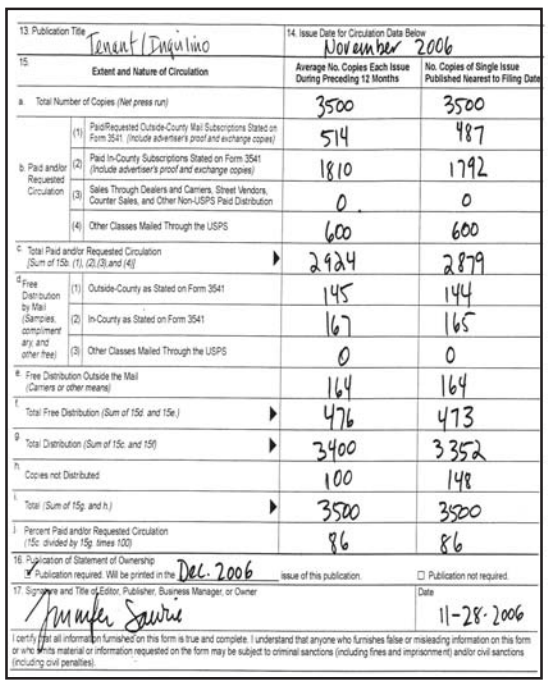


But the court held that if the Rivera family wanted radiator covers installed, they should have done it themselves. "Plaintiffs do not claim that the radiator that injured Aaron needed repair, or was defective in any way," the decision said. "Accordingly, any duty to protect children from uncovered radiators remains that of the tenant, unless some other statute or regulation imposes it on the landlord."

A second issue was whether the radiators could be classified as hot-water pipes, which the city administrative code says must be insulated. The court noted that the code differentiates between "radiators" and "pipes," concluding that "it makes sense to treat pipes and radiators differently: No one knows from looking at a pipe whether it carries hot or cold water, but most people, other than young children, can be expected to assume that radiators are hot."

*—Steven Wishnia*





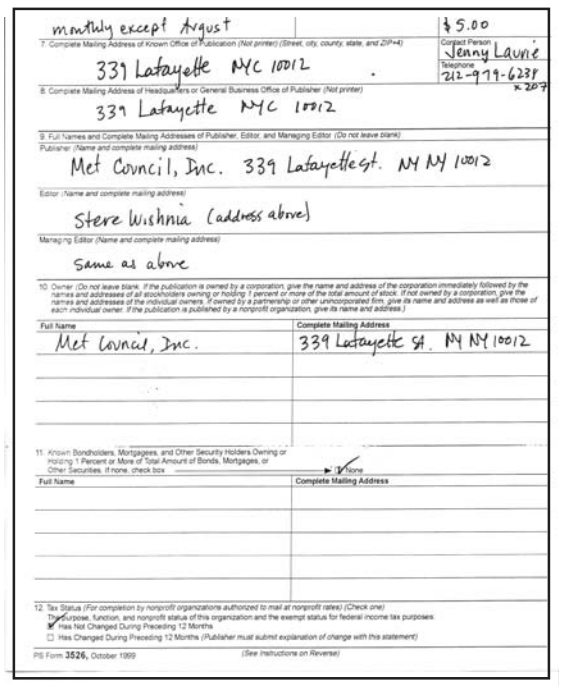
13. Publication Title: Tenant / Inquilino — 14. Issue Date for Circulation Data Below: November 2006

| 15. Extent and Nature of Circulation | | | Average No. Copies Each Issue During Preceding 12 Months | No. Copies of Single Issue Published Nearest to Filing Date |
|---|---|---|---|---|
| a. Total Number of Copies (Net press run) | | | 3500 | 3500 |
| b. Paid and/or Requested Circulation | (1) | Paid/Requested Outside-County Mail Subscriptions Stated on Form 3541. (Include advertiser's proof and exchange copies) | 514 | 487 |
| | (2) | Paid In-County Subscriptions Stated on Form 3541 (Include advertiser's proof and exchange copies) | 1810 | 1792 |
| | (3) | Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Non-USPS Paid Distribution | 0 | 0 |
| | (4) | Other Classes Mailed Through the USPS | 600 | 600 |
| c. Total Paid and/or Requested Circulation (Sum of 15b. (1), (2),(3),and (4)) | | | 2924 | 2879 |
| d. Free Distribution by Mail (Samples, complimentary, and other free) | (1) | Outside-County as Stated on Form 3541 | 145 | 144 |
| | (2) | In-County as Stated on Form 3541 | 167 | 165 |
| | (3) | Other Classes Mailed Through the USPS | 0 | 0 |
| e. Free Distribution Outside the Mail (Carriers or other means) | | | 164 | 164 |
| f. Total Free Distribution (Sum of 15d. and 15e.) | | | 476 | 473 |
| g. Total Distribution (Sum of 15c. and 15f) | | | 3400 | 3352 |
| h. Copies not Distributed | | | 100 | 148 |
| i. Total (Sum of 15g. and h.) | | | 3500 | 3500 |
| j. Percent Paid and/or Requested Circulation (15c. divided by 15g. times 100) | | | 86 | 86 |

16. Publication of Statement of Ownership — ☑ Publication required. Will be printed in the Dec. 2006 issue of this publication. ☐ Publication not required.

17. Signature and Title of Editor, Publisher, Business Manager, or Owner: Jennifer Sawin — Date: 11-28-2006

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).



monthly except August — $5.00

7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4): 339 Lafayette NYC 10012 — Contact Person: Jenny Lavie — Telephone: 212-979-6238 x207

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer): 339 Lafayette NYC 10012

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)

Publisher (Name and complete mailing address): Met Council, Inc. 339 Lafayette St. NY NY 10012

Editor (Name and complete mailing address): Steve Wishnia (address above)

Managing Editor (Name and complete mailing address): Same as above

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

| Full Name | Complete Mailing Address |
|---|---|
| Met Council, Inc. | 339 Lafayette St. NY NY 10012 |

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box → ☑ None

| Full Name | Complete Mailing Address |
|---|---|

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:
☑ Has Not Changed During Preceding 12 Months
☐ Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

PS Form 3526, October 1999 (See Instructions on Reverse)




Housing for people, not profit

Tenant Inquilino

is published monthly except August by Metropolitan Council on Housing (Met Council, Inc.), 339 Lafayette St., NY, NY 10012 (212) 979-6238

Tenant/Inquilino is distributed to members and to affiliated organizations of Met Council as part of their membership. Subscriptions are $5 per year for individuals, $10 for institutions per year.

**EDITOR**
Steven Wishnia

**PRODUCTION/DESIGN**
John M. Miller

**STAFF**
Florence Daniels, Don Gilliland, Esther Joselson, Vajra Kilgour, Rosel Lehman, Marie Maher, Anne Moy, John Mueller, Anita Romm, Shirley Small, Ann Towle, Leah Wolin

Articles, letters, artwork and photographs are welcome.

Periodicals postage paid at New York, NY
Postmaster: Send address changes to:
TENANT/INQUILINO
339 Lafayette St.
New York, NY 10012

Metropolitan Council on Housing, founded in 1958, is incorporated as Met Council, Inc., a membership organization dedicated to decent, affordable, integrated housing.

ISSN-1536-1322 ©2006

EL INQUILINO HISPANO

# El legado de Pataki

## La DHCR propone nuevas reglas para aumentar las rentas y facilitar desalojos

**Por Jenny Laurie**
**Traducido por Lightning Translations**

Justo cuando los inquilinos se preparaban para celebrar la salida de George Pataki, la agencia estatal de vivienda anunció que daría un último gran regalo a los caseros por parte del gobernador saliente. La División de Vivienda y Renovación Comunitaria (Division of Housing and Community Renewal, DHCR) ha propuesto varios cambios a los códigos de estabilización y control de renta para facilitar a los caseros cobrar más dinero de los inquilinos y desalojarlos de sus hogares.

En una audiencia celebrada el 4 de diciembre, funcionarios de la agencia de vivienda oyeron declaraciones de inquilinos, sus defensores y funcionarios electos. Los inquilinos y algunos funcionarios electos celebraron una conferencia de prensa y una manifestación en la tarde para protestar por los cambios propuestos.

Si son aprobados (y es de suponer que lo serán), los cambios permitirían a los caseros cobrar a los inquilinos los costos de "reducción de plomo"; cobrar a los nuevos inquilinos un depósito de garantía de dos meses; desalojar a los inquilinos de renta controlada por cobrar a sus compañeros de cuarto más de la mitad del alquiler total del apartamento y comenzar casos de desalojo contra inquilinos durante el curso de sus contratos al alegar que el apartamento no es su residencia principal. En la audiencia del 4 de diciembre, alrededor de 20 personas testificaron en contra de estas propuestas.

El antiguo concejal municipal Bill Perkins, actualmente senador estatal electo de Harlem y el Upper West Side, llamó la propuesta sobre la pintura de plomo una "proposición absurda". Es el resultado de que la DHCR se tragó por completo la retórica del grupo de presión de bienes raíces en torno a las medidas de prevención de envenenamiento por plomo, aprobadas por el Concejo en 2004. Esta ley municipal requiere que los caseros reparen pintura desconchada, agujeros y superficies desgastadas, pero no requiere "reducción de plomo" en todo el edificio, ni la eliminación de plomo en todos los apartamentos o áreas comunes.

Este cambio abriría la puerta al fraude masivo, señaló Matt Chachere de la Corporación para el Mejoramiento de Manhattan Norte (Northern Manhattan Improvement Corp.) en una declaración entregada a la agencia, ya que permitiría a los caseros pasar a los inquilinos el costo de cualquier pintura, enyesado o reparación de tubería en un edificio, como incrementos de renta por "reducción de plomo". Muchos inquilinos y sus defensores dijeron que este es el peor de los propuestos cambios al código, ya que tendría el efecto de impedir que los inquilinos de bajos ingresos hicieran quejas sobre los riesgos de plomo. Los inquilinos de bajos ingresos en la Ciudad de Nueva York tienen el cargo de renta más alto y muchos no pueden pagar hasta los más mínimos aumentos de renta.

El cambio del depósito de garantía también fue opuesto por muchos grupos, especialmente los que sirven a los inquilinos de bajos ingresos. La senadora estatal Liz Krueger (demócrata de Manhattan) dijo que doblar el depósito requerido en efecto impediría que los inquilinos de bajos y moderados ingresos alquilaran un apartamento: "Casi 70 por ciento de los neoyorquinos de bajos ingresos y 60 por ciento de los neoyorquinos de ingresos moderados tienen $1,000 o menos en ahorros", dijo Krueger, una muy conocida experta en la pobreza antes de ingresar en el senado. Mudarse a un nuevo apartamento

*pasa a la página 4*

# Los Ajustes de la "Junta de Regulación de Renta" de la Ciudad de Nueva York (Orden No. 38)

### Para los contratos de apartamentos de Renta Estabilizada que comienzan el 1ro. de octubre de 2006 hasta el 30 de septiembre de 2007.

| Tipo de Contrato | Renta Legal Actual | | Contrato de 1 Año | Contrato de 2 Años |
|---|---|---|---|---|
| **Renovación del Contrato** | Si el dueño paga la calefacción | | 4.25% | 7.25% |
| | Si el inquilino paga la calefacción | | 3.75% | 6.75% |
| **Contratos para Apartamentos Vacíos** | Más de $500 | Incrementos por desocupación cobrados en los últimos 8 años | 17% | 20% |
| | | Incrementos por desocupación no cobrados en los últimos 8 años | 0.6% por el número de años desde el último incremento por estar vacío, más el 17% | 0.6% por el número de años desde el último incremento por estar vacío, más el 20% |
| | Menos de $300 | Incrementos por desocupación cobrados en los últimos 8 años | 17% + $100 | 20% + $100 |
| | | Incrementos por desocupación no cobrados en los últimos 8 años | 0.6% por el número de años desde el último incremento por estar vacío, + 175% + $100 | 0.6% por el número de años desde el último incremento por estar vacío, + 20% + $100 |
| | Renta de $300 a $500 | Incrementos por desocupación cobrados en los últimos 8 años | 17% o $100, lo que sea mayor | 20% o $100, lo que sea mayor |
| | | Incrementos por desocupación no cobrados en los últimos 8 años | 0.6% por el número de años desde el último incremento por estar vacío, mas 17%, o $100, lo que sea mayor | 0.6% por el número de años desde el último incremento por estar vacío, mas 20%, o $100, lo que sea mayor |

**Contratos de Renovación** Los caseros tienen que ofrecer a los inquilinos de renta estabilizada un contrato de renovación dentro de 90 a 120 días antes de que venza su contrato actual. El contrato de renovación tiene que conservar **los mismos términos y condiciones** que el contrato que vencerá, excepto cuando refleje un cambio en la ley. Una vez que se haya recibido el ofrecimiento de renovación, los inquilinos tienen 60 días para aceptarlo y escoger si van a renovar el contrato por uno o dos años. El propietario tiene que devolver la copia firmada y fechada al inquilino dentro de 30 días. La nueva renta no entrará en vigencia hasta que empiece el nuevo contrato, o cuando el propietario devuelva la copia firmada (lo que suceda después). **Ofrecimientos retrasados:** si el casero ofrece la renovación tarde (menos de 90 días antes de que venza el contrato actual), el contrato puede empezar, a la opción del inquilino, o en la fecha que hubiera empezado si se hubiera hecho un ofrecimiento a tiempo, o en el primer pago de renta fechada 90 días después de la fecha del ofrecimiento del contrato. Las pautas de renta usadas para la renovación no pueden ser mayores que los incrementos de la RGB vigentes en la fecha en que el contrato debiera empezar (si se lo hubiera ofrecido a tiempo). El inquilino no tiene que pagar el nuevo aumento de renta hasta 90 días después de que se haya hecho el ofrecimiento.

**Asignación de Subarrendamiento** Los caseros podrán cobrar un aumento de 10 por ciento durante el término de subarrendamiento que comience durante este período de las pautas.

**Programa de Exención de Incrementos de Renta para las Personas de Mayor Edad** Las personas de mayor edad con renta estabilizada (y los que viven en apartamentos de renta controlada, Mitchell-Lama y cooperativas de dividendos limitados), con 62 años o más, y cuyos ingresos familiares disponibles al año sean de $26,000 o menos (del año de impuestos previo) y que paguen (o enfrenten un aumento de renta que les haría pagar) un tercio o más de aquel ingreso en renta pueden ser elegibles para un congelamiento de renta. Solicite a: NYC Dept of the Aging, SCRIE Unit, 2 Lafayette St., NY, NY 10007 o llame al 311 o visite su sitio Web, nyc.gov/html/dfta/html/scrie_sp/scrie_sp.shtml.

**Programa de Exención de Incrementos de Renta para Minusválidos** Inquilinos con renta regulada que reciben ayuda económica elegible relacionada con discapacidad, que tengan ingresos de $17,580 o menos para individuales y $25,212 o menos para una pareja y enfrenten rentas iguales o más de un tercio de sus ingresos pueden ser elegibles para un congelamiento de renta. Solicite a: NYC Dept. of Finance, DRIE Exemptions, 59 Maiden Lane - 20th floor, New York, NY 10038. Llame al 311 para una solicitud o vaya al sitio Web en www.nyc.gov/html/dof/html/property/property_tax_reduc_drie.shtml

**Las unidades desvanes** Los aumentos legalizados de unidades de desván son un 3.75 por ciento por un contrato de un año y 4.5 por ciento por dos años. No se permiten incrementos para las unidades de desván vacías.

**Hoteles y SROs** El aumento es un 2 por ciento para los apartamentos de hotel de clase A, casas de alojamiento, hoteles de clase B (30 o más habitaciones), hoteles de una sola habitación y pensiones (clase B, 6-29 habitaciones). Los caseros no pueden cobrar un aumento sobre la renta cobrada el 1o de octubre de 2006 si se alquilan un 20 por ciento o más de las unidades a inquilinos que no tienen renta regulada. No se permiten incrementos para apartamentos vacíos.

**Exceso de cobro** Los inquilinos deben estar al tanto de que muchos caseros se aprovecharán de las complejidades de estas pautas y concesiones adicionales, además del poco conocimiento de los inquilinos del historial de renta de sus apartamentos, para cobrar una renta ilegal. Los inquilinos pueden impugnar los aumentos sin autorización de renta en las cortes o al presentar una impugnación con la agencia estatal de vivienda, la División de Vivienda y Renovación Comunitaria (Division of Housing and Community Renewal, DHCR). El primer paso en el proceso es ponerse en contacto con la DHCR para ver el registro oficial del historial de renta. Vaya a www.dhcr.state.ny.us o llame al 718-739-6400 y pida un historial de renta detallado. Luego, hable con un abogado o defensor experto antes de seguir.

Para las pautas previas, llame a la RGB al 212-385-2934 o vaya al www.housingnyc.com

## La DHCR

*viene de la página 3*

supone poder pagar el primer mes de renta, un pago al agente que típicamente es 15 por ciento de la renta por un año y el depósito de garantía. Por un apartamento de $1,100 al mes, el total resulta ser más de $4,000; exigir dos meses de renta como depósito de garantía lo elevaría a mucho más de 5,000. Esto pondría la mudanza fuera del alcance de la familia arrendataria media en la ciudad, añadió.

La DHCR también quiere facilitar a los caseros desalojar a los inquilinos a causa de que el apartamento no es su residencia principal. Las reglas actuales en tales casos permiten a los caseros avisar a un inquilino de renta estabilizada que el contrato no se renovará durante lo que se llama el "período ventana" de 120 a 90 días antes del vencimiento del contrato. La DHCR y los caseros quieren cambiar esto para que se pueda hacer entrega de un aviso de terminación al inquilino en cualquier momento.

El senador estatal Tom Duane (demócrata de Manhattan) escribió en su declaración que este cambio solamente perjudicará más a los muchos inquilinos en su distrito que se quejan de "caseros que han librado una guerra en contra de ellos tras intentos enérgicos para imponer la desregulación".

Otro cambio requeriría que los inquilinos de renta controlada que tienen compañeros de cuarto dividan la renta equitativamente; la DHCR aprobó la misma regla para inquilinos de renta estabilizada en 2003. Desde entonces, las cortes han autorizado a los caseros desalojar a los inquilinos de renta estabilizada que cobren excesivamente a sus compañeros de cuarto.

Met Council sostuvo en su declaración que a los inquilinos de renta controlada, quienes en su mayoría son de edad avanzada y viven de ingresos bajos fijos, deben permitírseles dividir la renta como les convenga (siempre y cuando la parte del compañero de cuarto no sea más de la renta total) y que no servirá para nada permitir que el casero desaloje al inquilino por hacer esto. Muchos inquilinos de renta controlada se encuentran atrapados en apartamentos donde no pueden pagar la renta, y compartir con un compañero de cuarto más joven y con trabajo les permite quedarse en su hogar.

"No entiendo porqué la DHCR cree que sea necesario poner más cargas sobre los inquilinos que han sido lo suficientemente afortuna-

*pasa a la página 7*

# Inquilinos del Loisaida luchan contra demanda SLAPP

**Por Wasim Lone**
**Traducido por Lightning Translations**

Más de 100 inquilinos y sus defensores hicieron una manifestación muy animada frente al edificio de la Corte Suprema del Estado de Nueva York en bajo Manhattan el 15 de noviembre, para apoyar a Raymond Verdaguer y su novia, Wei Wen Ke. El casero de la pareja, Mark Ramer, busca desalojarlos y cobrarles $750,000 por daños y perjuicios. La demanda alega que los dos interfirieron con la construcción de un penthouse sobre el techo de su edificio, el 337 este de la calle 9 en el East Village.

Verdaguer y Wen Ke dicen que ellos y otros miembros de la asociación de inquilinos simplemente informaron a las agencias municipales sobre condiciones peligrosas, lo que es su derecho constitucional. "La represalia está fuera de proporción", dijo Verdaguer antes de entrar a la corte. "No tengo esta cantidad de dinero; es como si estuvieran tratando de destruirme en mil pedacitos".

Los abogados de los inquilinos dicen que los reclamos presentados por el casero son una demanda "SLAPP", las siglas en inglés para una Demanda Estratégica en Contra de la Participación Pública (Strategic Lawsuit Against Public Participation), que describe las demandas presentadas por las grandes entidades para silenciar o intimidar a sus críticos menos poderosos. Los abogados, Anika Singh y John Whitlow del Centro Urbano de Justicia (Urban Justice Center), buscan que la demanda sea rechazada.

La manifestación fue organizada por Loisaida Querida (Good Old Lower East Side, GOLES), un grupo defensor de los derechos de inquilinos en Loisaida. "Este es un buen ejemplo del tipo de hostigamiento litigante que los inquilinos sufren a manos de los caseros, para forzarlos a mudarse de sus apartamentos de renta regulada", dijo Yan Lee, un miembro de GOLES quien estuvo en la manifestación. "Los inquilinos [Verdaguer y Wen Ke] también están siendo demandados en la Corte de Vivienda".

Actualmente, GOLES está trabajando con otros grupos de vivienda en toda la ciudad para poner fin al hostigamiento de inquilinos por parte de los caseros. El esfuerzo está siendo coordinado por la Asociación para el Desarrollo de Vecindarios y Vivienda (Association for Neighborhood and Housing Development).

*Wasim Lone es director de organización en GOLES.*

## Inquilinos de mayor edad y minusválidos

Las personas mayores de 62 años o más, en vivienda de renta regulada, Mitchell-Lama y algunos otros programas, con ingresos disponibles anuales de familia de $26,000 o menos (para 2005) y quienes pagan (o enfrentan un aumento de renta que les obligaría a pagar) un tercio o más de estos ingresos en renta pueden llenar los requisitos para una Exención de Incrementos de Renta para las Personas de Mayor Edad (Senior Citizen Rent Exemption, SCRIE). Solicítela a:

The NYC Dept. of the Aging
SCRIE Unit
2 Lafayette Street, NY, NY 10007

Los inquilinos minusválidos que reciben ayuda financiera relacionada con invalidez y tienen ingresos de $17,580 o menos para individuos y $25,323 o menos para una pareja y quienes enfrentan rentas iguales a o más de un tercio de sus ingresos pueden llenar los requisitos para la Exención de Incrementos de Renta para Minusválidos (Disability Rent Increase Exemption, DRIE). Solicítela a:

NYC Dept. of Finance
DRIE Exemptions
59 Maiden Lane – 20th Floor
New York, NY 10038

La información sobre DRIE y SCRIE está disponible en el sitio Web de la ciudad, www.nyc.gov, o llame a 311.

## No se quede helado: ¡ORGANIZESE!

**La ley requiere que su casero proporciona calefacción y agua caliente a las temperaturas siguientes, desde el 1ro de octubre hasta el 31 de mayo:**

Desde las 6 a.m. hasta las 10 p.m.: Si la temperatura afuera es de menos de 55 grados, la temperatura adentro debe ser al menos de 68 grados en todo el apartamento.

Desde las 10 p.m. hasta las 6 a.m.: Si la temperatura afuera es de menos de 40 grados, la temperatura adentro debe ser al menos de 55 grados en todo el apartamento.

Se tiene que proporcionar agua caliente a un mínimo de 120 grados en el grifo las 24 horas del día, todo el año.

**Si su casero no mantiene estas temperaturas mínimas, usted debe:**

- Comenzar una "Acción HP" (HP Action) en la Corte de Vivienda. Pida una inspección por orden de la corte y una Orden de Corrección (Order to Correct)
- Llamar al Buro Central de Quejas (Central Control Bureau) de la ciudad de Nueva York al 311 inmediatamente, para documentar la violación del casero. Llame repetidamente. Se supone que un inspector vendrá eventualmente, aunque a veces no lo haga.
- Exhortar a los otros inquilinos en el edificio a llamar al Central Complaint. Todos deben llamar repetidamente, al menos una vez al día, todos los días en que tengan problemas con la calefacción.
- Comprar un buen termómetro para afuera y adentro, para documentar las fechas exactas, las horas, y las temperaturas, tanto afuera como adentro, mientras tenga problemas con la calefacción. Esta documentación es su evidencia
- Llamar a la División de Vivienda y Renovación Comunal del Estado de Nueva York (DHCR, por sus siglas en ingles) al (718) 739-6400, y pedir que le envíen el formulario de Queja de Calefacción y Agua Caliente. Llene el formulario y consigue la participación de todos los inquilinos en su edificio que pueden firmarlo. Reclame una orden para restaurar la calefacción y el agua caliente, y que se reduzcan y congelen (¡disculpe lo de "congelen"!) todas las rentas.
- Necesitarán una fuerte asociación de inquilinos para obligar al casero a proporcionar calefacción y agua caliente. Escriban y llamen al casero para demandar reparaciones y aceite. Prepárense para una huelga de renta (sobre todo con asesoría legal)—de relámpago si es necesario.

**Las leyes sobre la calefacción establecen también:**

- Que el Departamento de Reparaciones de Emergencia de la ciudad le proporcione la calefacción si el casero no lo hace. (No se siente en un bloque de hielo—otra vez, ¡disculpe!—mientras espere que lo haga.)
- Una multa de $250 to $500 al casero por cada día que se produzca la violación. (Pero la verdad es que la Corte de Vivienda raras veces impone las multas, y menos aun las cobra).
- Una multa de $1,000 al casero si algún aparato de control automático se instala en la caldera para mantener la temperatura por debajo del mínimo legal.
- Si el tanque de combustible de la caldera está vacío, los inquilinos tienen el derecho de comprar su propio combustible después de haber pasado 24 horas sin calefacción y también sin obtener ninguna respuesta del casero. Esto no se aplica si la caldera está rota y necesita tanto reparación como combustible.

**¡Cuidado!** ¡proteja su dinero! Si los inquilinos deciden comprar el combustible, hay que seguir los procedimientos legales cuidadosamente. Consiga la ayuda y el consejo de un organizador de inquilinos. La existencia de leyes de calefacción y agua caliente vigentes no garantiza que el gobierno las implemente. No se quede helado por esperar que la ciudad o el estado actúe. ¡Organízese!

# Lower East Side Tenants Fight SLAPP Suit

By Wasim Lone

Over 100 tenants and housing advocates held a spirited rally in support of Raymond Verdaguer and his girlfriend, Wei Wen Ke, on Nov. 15 in front of the New York State Supreme Court building in downtown Manhattan. The couple's landlord, Mark Ramer, is seeking to evict them and collect $750,000 in damages. The lawsuit alleges that the two interfered with the construction of a rooftop penthouse in their building, 337 E. Ninth Street in the East Village.

Verdaguer and Wen Ke say that they and other members of the tenants association were merely reporting dangerous conditions to city agencies, which is their constitutional right. "The retaliation is out of proportion," said Verdaguer before going into the courthouse. "I don't have this kind of money. It is like they are trying to destroy me into thousand little pieces."

Attorneys for the tenants say that the claims brought by the landlord are a "SLAPP" lawsuit, which stands for a Strategic Lawsuit Against Public Participation, an acronym that describes lawsuits filed by big entities to silence or intimidate less powerful critics. The lawyers, Anika Singh and John Whitlow from the Urban Justice Center, are seeking to have it dismissed.

The rally was organized by Good Old Lower East Side, Inc., a tenants' rights group on the Lower East Side. "This is a good example of the kind of litigation harassment that tenants are subjected to by landlords to force them to move out of their rent-regulated apartments," said Yan Lee, a GOLES member who was at the rally. "The tenants [Verdaguer and Wen Ke] are also being sued in Housing Court."

GOLES is currently working with other housing groups citywide in a campaign to end landlord harassment of tenants. The effort is being coordinated by the Association for Neighborhood and Housing Development.

*Wasim Lone is director of organizing at Good Old Lower East Side.*

Bennett Baumer

*Lower East Siders rallied Dec. 15 in support of Raymond Verdaguer and Wei Wen Ke, who are being sued by their landlord for reporting unsafe conditions in their building.*

## 421

*continued from page 1*

Pratt Center for Community Development, but now "we don't have burned-out neighborhoods, we've got neighborhoods where there's so much money it's hard for the people who lived here in 1975 to stay." The program should be called "Luxury Tax Giveaway to Developers," he added.

According to a brief report issued by the Pratt Center on Dec. 6, there are at least 54 new or under-construction buildings around the city that would still be eligible for 421-a exemptions even with the Quinn bill's expanded exclusion zone—and not one of the more than 6,000 apartments in those buildings sells for less than $350,000. Among the buildings listed are 12 in Long Island City and four in Riverdale, including one where prices averaged over $1 million and the tax break averaged more than $100,000 per unit. The program also provided exemptions for condos selling for more than $1 million in Harlem, Brighton Beach, and Forest Hills.

Though they are eligible for a total of more than $500 million in 421-a tax breaks, the report says, "not one of these buildings provides a single unit of affordable housing."

HHN also wants at least $1 billion of the revenues expected to be gained from the changes over the next several years to be earmarked for creating or preserving affordable housing.

The meeting was conducted in English, Spanish, and Chinese. State Senator-elect Bill Perkins, who instructed the people present to send their Councilmember "a season's greeting" urging them to support the Palma bill, drew laughs when he recited the Council's main phone number—(212) 788-6688—in Chinese.

### Complaint Numbers

*To reach the Department of Housing, Preservation and Development's Central Complaints hotline, call 311.*

*Also call 311 to reach the Department of Buildings and other city agencies.*

## HPD CODE VIOLATIONS ON LINE

***Look up your building!***

*At long last, the HPD violations terminal is available on-line. If you go to the HPD Website listed below and follow the instructions, you should be able to get an up-to-date list of violations on a building.*

*www.nyc.gov/html/hpd/html/home/home.shtml*

## Don't Freeze—Organize!

**The law requires your landlord provide heat and hot water at the following levels from October 1 through May 31:**

From 6 am to 10 pm: If the outside temperature falls below 55 degrees, the inside temperature must be at least 68 degrees everywhere in your apartment.

From 10 pm to 6 am: If the outside temperature falls below 40 degrees, the inside temperature must be at least 55 degrees everywhere in your apartment.

Hot water at a minimum 120 degrees at the tap must be provided 24 hours a day, year round.

**If your landlord does not maintain those minimum temperatures, you should**:

- Start an "HP action" in Housing Court. Ask for a court-ordered inspection and an Order to Correct.
- Call the New York City Central Complaints Bureau at 311 immediately to record the landlord's violation. Call repeatedly. An inspector should eventually come, although sometimes they don't.
- Get other tenants in your building to call Central Complaint. Everybody should call repeatedly, at least once every day the condition is not corrected.
- Buy a good indoor/outdoor thermometer and keep a chart of the exact dates, times, and temperature readings, inside and out, so long as the condition is not corrected. The chart is your evidence.
- Call the New York State Division of Housing and Community Renewal at (718) 739-6400 and ask them to send you their Heat and Hot Water complaint form. Get as many other apartments as possible in your building to sign on, demanding an order restoring heat and hot water, and a reduction and freeze (pardon the expression!) in all the rents.

You'll need a strong tenant association to force the landlord to provide heat and hot water. Write and call the landlord and demand repairs or fuel.

Prepare to go on rent strike — but get legal advice first.

**The heat laws also provide for:**

- The city's Emergency Repair Department to supply your heat if the landlord does not. (Try waiting for this one!)
- A $250 to $500 a day fine to the landlord for every day of violation. (But the Housing Court rarely imposes these fines, let alone collects them.)
- A $1,000 fine to the landlord if an automatic control device is put on the boiler to keep the temperature below the lawful minimum.

If your boiler's fuel tank is empty, tenants have the right to buy their own fuel after 24 hours of no heat and no response from the landlord. But this provision does not apply if the boiler is broken and needs both repairs and fuel.

**Caution!** Protect your money! If you decide to buy fuel, you must follow special lawful procedures very carefully. You should get help and advice from a tenant organizer.

Because the heat and hot water laws are in the law books does not mean they are enforced by government. Don't freeze to death waiting for the city or state to act. Organize!

# Trump "Condo Hotel" Nears Approval

By Steven Wishnia

The Bloomberg administration has agreed to let Donald Trump build a 45-story "condo hotel" in an industrial area west of SoHo, local activists say. That would clear the way for a project the activists call a "Trojan horse" that would enable luxury development to evade the city's zoning restrictions.

No permit has been granted yet, but the deal is done, according to Andrew Berman of the Greenwich Village Society for Historic Preservation. Trump and the city Buildings Department, he says, are negotiating details of a "restrictive declaration" that would limit the amount of time owners in the 415-unit high-rise could spend in their condominiums, probably to five months a year. The rule would be a tool to get around the city's zoning code, which bans residential construction in areas classified as industrial, but makes an exception for "transient hotels." The proposed hotel's site, a parking lot at Spring and Varick streets, is zoned for light industry.

"We have been told in no uncertain terms by the city that they do not see any conflict" between the Trump hotel and the zoning code, says Berman. "It's a closed-door decision in which the public has no say."

Buildings Department spokesperson Jennifer Givner says the department has "been engaged in discussions" with Trump and his partners, but "the permit remains on disapproved status." As for the content of the negotiations and the restrictive declaration, she says, "the Department doesn't speculate on permit approvals."

If the "Trump International Hotel and Tower SoHo" is really going to be a genuine transient hotel, whoever was designing the development's Web site didn't get the message. A questionnaire form on the site for prospective buyers asked if they would be using their units as a "primary residence," "secondary residence," or "investment property."

"This is a smoking gun showing that they're using it as a primary or secondary residence for most of the buyers," says Berman. "These are basically second homes for the superwealthy jet set."

The questionnaire was deleted from the site on Dec. 6 after reports about it appeared in local newspapers and on several Web sites. A Trump spokesperson claimed it was a mistake, but it provoked angry letters from several local politicians, including Manhattan Borough President Scott Stringer—who called it "outrageous and disingenuous"—and City Council Speaker Christine Quinn. Quinn, the *New York Sun* reported, had helped negotiate the restrictive declaration.

Local activists opposed to the hotel are "continuing to push," Berman says. They are exploring their options for challenging the permit in the courts if the Buildings Department grants it, and they are also lobbying the Council to pass a law that would make it "crystal" and incontrovertibly clear" that condo hotels cannot be built in industrial areas.

Letting the Trump hotel slip through as "transient," Berman adds, would amount to a massive revision of the city's zoning code without any significant public discussion. If other developers follow suit, he contends, that would push out homes and jobs in neighborhoods all over the city, and would also undermine the affordable-housing deals made in the recent rezonings of West Chelsea and Williamsburg/Greenpoint, which let developers build luxury high-rises in exchange for also constructing a limited number of moderate-income units.

# L.A. Court Clamps Down on N.Y.C. Slumlord Family

A Los Angeles Superior Court Judge on Dec. 8 issued an injunction barring the owner of 42 buildings from raising rents in them or buying any more property in the city.

Judge Ralph W. Dau's ruling came in response to a lawsuit filed last summer by City Attorney Rocky Delgadillo and the Los Angeles Legal Aid Foundation against Landmark Equity Management and its affiliated companies. The injunction—which also bars the landlord from entering the buildings, and named a retired judge to oversee repairs there—will hold until the suit is settled. It is expected to go to trial in May.

The suit, much of it based on tenant complaints, accused the owners of picking apartment buildings in gentrifying neighborhoods in Hollywood and other areas, trying to force tenants out by cutting off their water and electricity and threatening them with violence, then renting the apartments at much higher rates.

The *Los Angeles Times* said that Landmark's "affiliated companies also own several buildings in New York City and have faced similar complaints there." According to the Shalom Tenants Alliance in New York, Landmark president "Darren Stern" is actually Henry Shalom, a.k.a. Henry Ohebshalom—a member of the Ohebshalom/Shalom family, who have become notorious in New York for trying to harass rent-regulated tenants out of their apartments. The alliance described the Los Angeles Shaloms' tactics as "eerily similar to what our Shaloms are doing to us."

Larry Gross, head of a group which organized tenants in many of the buildings, told the *Times* that the decision was "some type of reward for all the tenants that have suffered under the hand of this ruthless slumlord and have had to endure some of the worst conditions in the city of L.A." But Dan Faller, head of the Apart

*continued on page 8*

# NYC Rent Guidelines Board Adjustments
## (Order No. 38)
### for Rent Stabilized Leases commencing Oct. 1, 2006 through Sept. 30, 2007

| Lease Type | Current Legal Rent | | One-year Lease | Two-year Lease |
|---|---|---|---|---|
| **Renewal Leases** | Landlord pays heat | | 4.25% | 7.25% |
| | Tenant pays heat | | 3.75% | 6.75% |
| **Vacancy leases** | More than $500 | Vacancy allowance charged within last 8 years | 17% | 20% |
| | | No vacancy allowance charged within last 8 years | 0.6% times number of years since last vacancy allowance, plus 17% | 0.6% times number of years since last vacancy allowance, plus 20% |
| | Less than $300 | Vacancy allowance charged within last 8 years | 17% plus $100 | 20% plus $100 |
| | | No vacancy allowance charged within last 8 years | 0.6% times number of years since last vacancy allowance, plus 17% plus $100 | 0.6% times number of years since last vacancy allowance, plus 20% plus $100 |
| | Rent $300 to $500 | Vacancy allowance charged within last 8 years | 17% *or* $100, whichever is greater | 20% *or* $100, whichever is greater |
| | | No vacancy allowance charged within last 8 years | 0.6% times number of years since last vacancy allowance, plus 17%, *or* $100, whichever is greater | 0.6% times number of years since last vacancy allowance, plus 20%, *or* $100, whichever is greater |

**Renewal Leases** Landlords must offer rent-stabilized tenants a renewal lease 90 to 120 days before the expiration of their current lease. The renewal lease must keep the **same terms and conditions** as the expiring lease, except when reflecting a change in the law. Once the renewal offer is received, tenants have 60 days to accept it and choose whether to renew the lease for one or two years. The owner must return the signed and dated copy to the tenant in 30 days. The new rent does not go into effect until the start of the new lease term, or when the owner returns the signed copy (whichever is later). **Late offers:** If the owner offers the renewal late (fewer than 90 days before the expiration of the current lease), the lease term can begin, at the tenant's option, either on the date it would have begun had a timely offer been made, or on the first rent payment date 90 days after the date of the lease offer. The rent guidelines used for the renewal can be no greater than the RGB increases in effect on the date the lease should have begun (if timely offered). The tenant does not have to pay the new rent increase until 90 days after the offer was made.

**Sublease Allowance** Landlords can charge a 10 percent increase during the term of a sublease that commences during this guideline period.

**Senior Citizen Rent Increase Exemption Program** Rent-stabilized seniors (and those living in rent-controlled, Mitchell-Lama, and limited equity coop apartments), 62 or older, whose disposable annual household income is $26,000 or less (for the previous tax year) and who pay (or face a rent increase that would cause them to pay) one-third or more of that income in rent may be eligible for a rent freeze. Apply to: NYC Dept. for the Aging, SCRIE Unit, 2 Lafayette St., NY, NY 10007 or call 311 or visit their Web site, *www.nyc.gov/html/dfta/html/scrie/scrie.shtml*.

**Disability Rent Increase Exemption Program** Rent-regulated tenants receiving eligible disability-related financial assistance who have incomes of $17,580 or less for individuals and $25,212 or less for a couple and are facing rents equal to more than one-third of their income may be eligible for a rent freeze. Apply to: NYC Dept. of Finance, DRIE Exemptions, 59 Maiden Lane, 20th floor, New York, NY 10038. Call 311 for an application or go to the Web site at *www.nyc.gov/html/dof/html/property/property_tax_reduc_drie.shtml*.

**Loft Units** Legalized loft-unit increases are 3.75 percent for a one-year lease and 4.5 percent for two years. No vacancy allowance is permitted on vacant lofts.

**Hotels and SROs** The increase is 2% for Class A apartment hotels, lodging houses, Class B hotels (30 rooms or more), single room occupancy (SRO) hotels, and rooming houses (Class B, 6-29 rooms). Landlords cannot collect an increase over the rent charged on October 1, 2006 if 20% or more of the units are rented to unregulated tenants. No vacancy allowance is permitted.

**Rent Overcharges** Tenants should be aware that many landlords will exploit the complexities of these guidelines and bonuses—and the tenant's unfamiliarity with the apartment's rent history—to charge an illegal rent. Tenants can challenge unauthorized rent increases through the courts or by filing a challenge with the state housing agency, the Division of Housing and Community Renewal (DHCR). The first step in the process is to contact the DHCR to see the official record of the rent history. Go to *www.dhcr.state.ny.us* or call (718) 739-6400 and ask for a detailed rent history. Then speak to a knowledgeable advocate or a lawyer before proceeding.

*For previous guidelines, call the RGB at (212) 385-2934 or go to* www.housingnyc.com.

# 16 Changes We'd Like to See at DHCR

By Seth A. Miller

*This is the final installment of a three-part series that lays out 16 simple, straightforward changes that incoming Governor Eliot Spitzer can make to the Rent Stabilization Code and to the state Division of Housing and Community Renewal's practices that would help preserve the affordability of regulated apartments in an even-handed manner, as the law intends. None of them would require legislative approval.*

*This part deals with grounds for eviction and tenant-initiated complaints, and lists some of the suggestions I received in response to the first two parts of this series. Those parts dealt with the process of setting rents and with the regulations and practices that allow landlords to deregulate apartments.*

*Owner-Use Evictions*. In the suburban counties covered by the Emergency Tenant Protection Act of 1974, tenants have long enjoyed greater protection from owner-use evictions than New York City tenants do. In the suburbs, landlords cannot claim more than two apartments for their own use. Long-term tenants are exempt from such evictions. Disabled family members are exempt. The landlord must show an actual need to recover the apartment.

In New York City, these protections do not apply. This is unfair and irrational. Tenants in New York City should enjoy the same protections: The landlord should be limited to two apartments and required to show an immediate and compelling necessity for an eviction, and the tenant should be exempt if he or she, or any family member, is a senior citizen, disabled, or has occupied the apartment for more than 20 years.

*Harassment*. DHCR has long treated harassment complaints differently from all other types of complaints about violations of the rent laws: Enforcement of them is treated as discretionary. Harassment complaints are prosecuted or not, in the discretion of DHCR's Enforcement Bureau, under a procedure that requires mediation of even the most serious offenses. The Bureau does not prosecute cases where it deems mediation to be a "success," which generally means that the offensive conduct has ended. Under DHCR's practice, a landlord would not be prosecuted for beating a tenant with a baseball bat, as long as it doesn't happen again.

Victims of harassment have a right to expect more than that the harassment will end. They have a right to expect that the landlord will be punished for past wrongdoing. DHCR should give tenants the right to appealable findings of fact on the issue of harassment every time they file allegations that, if true, would justify a claim of harassment. The Enforcement Bureau has a role to play, as harassment cases are difficult to bring to trial and difficult to prove: The Bureau should bring to trial the cases involving the worst past conduct (regardless of whether the landlord belatedly stops harassing the tenant). It should offer, but not mandate, mediation. But tenants who want to go before a hearing officer on their own, without assistance from the Enforcement Bureau, should have that right, as loft tenants do at the Loft Board.

*Roommate Overcharges* In 2000, DHCR imposed a new obligation on tenants: to charge their roommates only their "proportionate share" of the rent. The intent, according to DHCR's own statements, was to provide roommates with a remedy against exploitation by rent-stabilized tenants. DHCR did not intend, at that time, to give landlords the ability to evict the tenant *and* the roommate, and thereby deregulate the apartment and diminish the supply of affordable housing. The Code must be amended to make it clear that the penalty for overcharging roommates is having to pay back the roommate, plus penalties if the overcharge was willful—but that it is not eviction.

*Services*. The Rent Stabilization Law requires DHCR to reduce a tenant's rent if it finds that the tenant is being denied services. Unfortunately, the process of obtaining a rent-reduction order no longer involves fact-finding and decision-making: DHCR gives landlords multiple opportunities, sometimes over the course of years, to restore services and avoid any rent reduction. This process undermines respect for the law and gives the landlord an incentive to wait until the very last minute before providing legally mandated services.

DHCR should make a finding of fact, in every services case, as to the date when services were first reduced, and the rent should be reduced as of that date. If the landlord makes repairs while the case is pending, the rent should be reduced for the period of time prior to the repair, and restored for the period of time after the repair.

Once the rent is reduced, the landlord is then obligated to apply for an order restoring the rent. Under the Rent Stabilization Law, any rent-restoration order is to be "prospective"—applicable only to future rents. But DHCR makes such orders retroactive, by letting the landlord charge all the rent increases that he or she missed during the period when services were not being given to the tenant. The Code should be amended to specify that, when the rent is reduced and frozen, and the landlord misses out on rent increases, those increases are gone forever.

DHCR has spent the last 12 years making it harder to file these type of complaints, by illegally requiring that the tenants first prove they sent a certified letter to the landlord and then requiring that the complaint be filed a specific number of days after that. These complaints should be made easier to file, not harder. There is no reason why DHCR should not take services complaints over the telephone, as New York City does for repair complaints.

*Lease Renewals*. The Code provisions governing lease renewal are ambiguous and inconsistent, and ought to be clarified. There is no reason why only a spouse can be added to a rent-stabilized lease, when both traditional and nontraditional family members are entitled to succession rights. The tenant should have the option to put traditional and nontraditional family members on the lease.

The current Rent Stabilization Code requires that tenants be given a lease rider notifying them of their rights, but there is no effective penalty for landlords who fail to do so. The Code should be amended to deprive landlords of a lease-renewal rent increase until that rider is furnished to the tenant.

*Reader Feedback*. Since *Tenant/Inquilino* published the first two parts of this series, Met Council and other organizations have received numerous suggestions for other changes that should be included. You are invited to e-mail more suggestions: write to *active@metcouncil.net* with "DHCR changes" in the subject line.

- Require individual apartment improvements to appear on registration statements as a condition for getting any rent increase. That way, there will be some history available in the public record for future tenants to use in verifying whether the rent is legal.
- Define what a "repair" is, to clarify that repairs are not "apartment improvements" that qualify for rent increases. Any work done to remedy a defect, improve the appearance, or restore or improve the functioning of any existing walls, floors, fixtures, equipment, wiring, pipes, vents or any other services, is a repair, not an improvement.
- Require landlords who want major-capital-improvement increases and J-51 abatements at the same time to show compliance with the rules of both programs in order to get an MCI increase. If the city Department of Housing Preservation and Development's inspectors find the work to be defective, that finding should prevent any MCI increase.
- Require landlords who seek MCI increases to show that the work involved was treated as depreciable on the landlord's tax return. MCI work is, by law, supposed to be depreciable.
- Improve the rights rider that is supposed to be provided with every renewal lease, and deny rent increases to landlords who fail to provide a rights rider. The rider should specify how a tenant can verify the legal rent and how to file a complaint if the rent is illegal or services are not being provided.
- Make sure that, when the public visits the Borough Rent Offices, people can get access to information from a wide variety of sources, including tenant advocacy groups. Because these offices are designed to be a resource for the public, much more information should be available than is available now, including on-line access to a searchable database of all DHCR decisions; the status of pending cases; and information pamphlets and books from various government, nonprofit and advocacy sources. Information should also be available in other languages.

The new administration in Albany represents a long-awaited opportunity to restore fairness, impartiality and professionalism to the administration of the rent laws. We are all hoping for some common-sense improvements. After 12 years of injustice, DHCR has hit rock bottom, and there is nowhere left to go but up.

*Seth A. Miller is an attorney with the firm Collins Dobkin & Miller.*

## La DHCR

*viene de la página 4*

dos, realmente lo suficientemente fuertes, para haber podido quedarse en sus apartamentos de renta regulada bajo el gobierno de Pataki", concluyó Duane. "La DHCR debe conservar activamente la vivienda asequible de Nueva York para que la gente trabajadora pobre y de la clase media pueda seguir viviendo aquí".

La agencia tendrá que decidir aprobar o no las reglas propuestas antes del fin del año. Si son aprobadas, tienen que ser publicadas en el Registro Estatal (State Register).

**E-mail Met Council**
**active@metcouncil.net**

## Pataki

*continued from page 1*

not be renewed during what is called the "window period" of 120 to 90 days before the expiration of the lease. DHCR and the landlords want to change that so tenants can be served with a notice of termination at any time.

State Senator Tom Duane (D-Manhattan) wrote in his testimony that this change will only further harm the many tenants in his district who complain of "landlords who have waged war on them through forceful attempts at deregulation."

Another change would require rent-controlled tenants who have roommates to split the rent with them evenly; DHCR adopted the same rule for rent-stabilized tenants in 2003. Since then, courts have authorized landlords to evict rent-stabilized tenants who overcharged their roommates.

Met Council argued in submitted testimony that rent-controlled tenants, who are mostly elderly and living on low fixed incomes, should be allowed to divide the rent however they want (as long as the roommate's share is not more than the total rent)—and that it serves no purpose to let the landlord to evict the tenant for it. Many rent-controlled tenants are trapped in apartments they can't afford, and sharing with a younger, working roommate enables them to keep their home.

"I'm not sure why DHCR finds it necessary to put further burdens on tenants who have been fortunate enough, really strong enough, to have managed to stay in their rent-regulated apartments under the Pataki administration," Duane concluded. "The DHCR should actively preserve New York's affordable housing so that poor and middle-class working people can continue to live here."

The agency will have to decide whether or not to adopt the proposed rules by the end of the year. If they are adopted, they must be published in the State Register.

## Los Angeles

*continued from page 6*

ment Owners Association of Southern California, blamed the city's rent-control laws, telling the *Times* that "If you didn't have the bad law, you wouldn't have these bad actions… It is contrary to our American economic system of free enterprise."

Los Angeles rent control limits rent increases to 5 percent a year and also restricts grounds for eviction.

***—Steven Wishnia***

# After Stuy-Town Sale, Starrett City Is Next

With the 46-building Starrett City/Spring Creek Towers complex in southeast Brooklyn going on the block in January and expected to bring more than $1 billion, tenants there fear that the sale will bring them higher rents.

"Poor people are always getting pushed around," 11-year resident Gary Williams, 44, told the *Daily News*. "I'm not surprised at all by this. We're always the first to go and the last to know."

The 5,881-unit complex, opened as middle-income housing in 1974, is the largest block of federally subsidized housing in the nation. About 90 percent of the tenants there pay subsidized rents, with many in Section 8. But if the new owner pays off the state and federally assisted mortgages, it could then bring rents up to market rate, following a pattern similar to that of Mitchell-Lama owners leaving that program.

A spokesperson for Starrett City Associates, the landlord, told the *News* that such concerns were "absolutely unfounded" because rents there are already at about market rate for the area. He said 90 percent of the tenants would not be affected. But City Councilmember Charles Barron, who represents the neighborhood, told the Associated Press that "We don't want to get duped or gentrified."

CB Richard Ellis Group Inc. the broker handling the auction, also oversaw the sale of Stuyvesant Town/Peter Cooper Village.

*Missed an issue of* TENANT?

*Check us out on the Web:*

www.metcouncil.net

## Have a question about your rights?

**Our phones are open to the public Mondays, Wednesdays & Fridays from 1:30 to 5 p.m.**

**We can briefly answer your questions, help you with organizing or refer you to other help.**

**212-979-0611**

## WHERE TO GO FOR HELP

**LOWER EAST SIDE BRANCH at**
Cooper Square Committee
61 E. 4th St. (btwn. 2nd Ave. & Bowery)
**Tuesdays ..... 6:30 pm**

**CHELSEA COALITION ON HOUSING**
Covers 14th St. to 30th St., 5th Ave. to the Hudson River.
322 W. 17th St. (basement), CH3-0544
**Thursdays ..... 7:30 pm**

**GOLES (Good Old Lower East Side)**
17 Ave. B. Lower
East Side tenants only, 212-533-2541.

**HOUSING COMMITTEE OF RENA**
Covers 135th St. to 165th St. from Riverside Dr. to St. Nicholas Ave.,
537 W. 156th St.
**Thursdays ..... 8 pm**

**LOWER MANHATTAN LOFT TENANTS**
St. Margaret's House, Pearl & Fulton Sts., 212-539-3538
**Wednesdays ..... 6 pm-7 pm**

**VILLAGE INDEPENDENT DEMOCRATS**
26 Perry St. (basement), 212-741-2994
**Wednesdays ..... 6 pm**

**WEST SIDE TENANTS UNION**
4 W. 76 St.; 212-595-1274
**Tuesday & Wednesday ..... 6-7 pm**

## Senior and Disabled Tenants

Seniors, 62 or older, in rent-regulated, Mitchell-Lama and some other housing programs whose disposable annual household income is $26,000 or less (for last year) and who pay (or face a rent increase that would cause them to pay) one-third or more of that income in rent may be eligible for a Senior Citizen Rent Increase Exemption (SCRIE). Apply to:
The NYC Dept of the Aging
SCRIE Unit
2 Lafayette Street, NY, NY 10007.

Disabled tenants receiving eligible disability-related financial assistance with incomes of $17,580 or less for individuals and $25,212 or less for a couple facing rents equal to or more than one-third of their income may be eligible for the Disability Rent Increase Exemption (DRIE). Apply to:
NYC Dept. of Finance
DRIE Exemptions
59 Maiden Lane - 20th floor
New York, NY 10038

*DRIE and SCRIE info is available on the city's website, www.nyc.gov, or call 311.*

## Join Met Council

Membership: Individual, $25 per year; Low-income, $15 per year; family (voluntary: 2 sharing an apartment), $30 per year. Supporting, $40 per year. Sustaining, min. of $100 per year (indicate amount of pledge). For affiliation of community or tenant organizations, large buildings, trade unions, etc. call 212-979-6238.

My apartment ❑ controlled ❑ stabilized ❑ unregulated ❑ other_____

❑ I am interested in volunteering my time to Met Council. Please call me to schedule times and duties. I can ❑ counsel tenants, ❑ do office work, ❑ lobby public officials, ❑ attend rallies/protests.

**Name** _____

**Address** _____ **Apt. No.** _____

**City** _____ **State** _____ **Zip** _____

**Home Phone Number** _____ **Email** _____

Send your check or money order with this form to:
**Metropolitan Council on Housing, 339 Lafayette St., NY, NY 10012**