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Tenant Inquilino

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PERIODICAL

Will Lower East Side Rezoning Stop Gentrification?

By Rob Hollander

The Lower East Side/East Village is about to be re zoned. The plan, proposed by the Department of City Planning, is intended to preserve affordable housing and the neighborhood's character—but it also invites luxury development.

Under the neighborhood's current zoning, developers can build huge towers here, way bigger than the old historic tenements, which only rise to about 80 feet in height at most. Not only are these towers transforming the character of the neighborhood and its demographic, but such lucrative development opportunities are an incentive for developers to empty buildings of low-rent tenants and demolish existing housing to build these huge money-making towers. The more such towers are built, the more real-estate values surge as gentrification consumes the neighborhood. Chain stores and chic restaurants and bars follow, pushing out the mom-and-pop stores and all the local services that give the neighborhood its character and residential viability. It's a broad and deep threat to the community. The new zoning plan is designed to prevent this kind of out-of-scale development and keep developers at bay. But the new plan is not without controversy.

The plan represents two principles: community preservation and affordable housing. The preservation part of the plan provides a height cap on new development: an 80-foot maximum through most of the district. That would put an end to the super-tall towers, to the abuse of the community-facility bonus (if you include a space for community use—could be just a doctor's office—you are allowed to build higher) and the purchase of air rights (if a building nearby isn't as tall as it could legally be, you can buy their "air rights" and use their unused space to build your building even higher).

The affordable-housing part of the plan provides a radical upzoning of Houston Street, Delancey Street, and Avenue D, with an incentive to build affordable housing. A developer can build a large, dense building (up to a floor-area ratio—FAR, the measure of building size—of 7.2) up to 120 feet high if 20 percent permanently affordable housing is included. The affordable housing doesn't have to be on the site of the development; it can be anywhere in the district and, if the development is at the border of the district, even a half mile outside the district. Alternatively, the developer can renovate existing housing and place it into permanent stabilization—that would also count as creating affordable housing. But if the developer doesn't build or create the 20 percent affordable housing, then they would be allowed to build only up to 5.4 FAR—a much smaller building. So the increased FAR provides an incentive for developers to devote 20 percent of their housing to affordable housing.

STEVEN WISHNIA

Both aspects of the plan raise questions. 80 feet is still much higher than a lot of buildings in the Lower East Side and East Village. There are three- and four-story buildings and lots of five-story tenements. Some

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16 Changes We'd Like to See at DHCR: Part II

By Seth A. Miller

This is the second of a three-part series that lays out 16 simple, straightforward changes that the next governor can make to the Rent Stabilization Code and to DHCR practice 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 rent setting. Part 1 dealt with the regulations and practices that allow landlords to deregulate apartments. Part 3 will deal with grounds for eviction.

The Four-Year Rule. In 1997, in reaction to pro-tenant developments in the courts, the Legislature amended the Rent Stabilization Law to "clarify" that there is a four-year statute of limitations for challenging the rent registered by the landlord with DHCR. The intent of the legislation was clear: If a registration statement is not challenged within four years, it becomes the means by which a tenant's rent is established.

DHCR immediately turned this clear legislative intent on its head. It changed the rules so that the base rent for rent-stabilized apartments would be whatever the landlord was charging four years ago. If the apartment was vacant, DHCR permitted the landlord to charge a market rent.

Thus, what was intended to be a system whereby rents are based on the contents of the public record became an open invitation for fraud. Many landlords no longer registered, and those who did were encouraged to register an unlawfully high rent as the "legal rent" and register any lower rent actually paid by the tenant as a "preferential rent"—correctly betting that, after four years, the registration could be used as a way of impeaching the actual rent history. DHCR has permitted and even encouraged landlords to commit fraud in this manner, holding that tenants can't use registration statements to challenge a landlord's claim about what rent was actually paid four years prior to a complaint, but that landlords can use registrations that say "preferential rent" as a way of impeaching the actual rent paid. In fact, DHCR's implementation of the four-year rule is so extreme that it has even ruled that its own orders are not enforceable after four years.

The Rent Stabilization Code should be amended so that the rent is determined in accordance with the registration documents that are a matter of public record, as long as they remain unchallenged for four years. DHCR's orders, no matter how long ago they were issued, should be given effect in every case involving the rent, since they are part of the public record. A

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Housing Discrimination Is Still Widespread, Report Says

Racial discrimination in housing is still strong in Brooklyn and around the country, according to a report released last month by the National Fair Housing Alliance.

The three-year study sent black and white "testers" posing as prospective homebuyers to real-estate agents in 12 metropolitan areas. The group said it found illegal racial "steering" in all of them, with black homeseekers getting either limited service or "a continuing practice of refusing to do business with African-Americans."

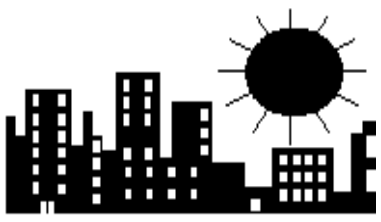
In the report, NFHA calls for more testing and enforcement of real-estate agencies' compliance with federal laws against housing discrimination. The group has also filed a complaint with the Department of Housing and Urban Development against the Corcoran Group Real Estate's Brooklyn office and its parent corporation, NRT Inc. NRT, which handled sales of $220 billion in 2005, is the largest real-estate broker in the country, with 1,000 offices, 64,000 agents, and a 10 percent share of the total market.

In Brooklyn, the report says, Corcoran agents consistently showed far more homes to white prospects than to black ones. In what it calls the most "literal and blatant example of sales steering," one agent drew a red line around the Park Slope-Brooklyn Heights belt of northwest Brooklyn and told a white homeseeker that they should buy there instead of in a neighborhood that's "changing."

NFHA has also filed complaints with HUD against NRT Coldwell Banker offices in Chicago, Atlanta, and the Atlanta suburb of Marietta, charging them with steering white homeseekers to white neighborhoods and black ones to black neighborhoods, showing black homeseekers fewer houses, and demanding more stringent financial qualifications from black prospective buyers. In Marietta, the report says, white prospects were shown 26 homes and black prospects none.

Despite its overall diversity, New York remains significantly racially segregated. Though the city's residents in 2000 were slightly more than one-third white, roughly one-quarter each Latino and black, and about 10 percent Asian, most residential areas in Brooklyn are either more than half white or more than half black, the report said.

—Steven Wishnia



TENANT ALERT!

Fight Landlord Harassment!

Come to the press conference and rally to support rent-regulated tenants Raymond Verdaguer and Weiwen Ke, who are being sued by their landlord, 337 Group LLC, in New York State Supreme Court for $750,000. Raymond and Weiwen are being sued just because they exercised their right to petition local governmental agencies and seek judicial intervention to monitor and inspect the construction of a luxury penthouse on top of an old tenement building in the Lower East Side.

Wednesday, November 15
12:30-2 p.m.
New York State Supreme Court
60 Center St. (between Worth and Pearl Streets)
Downtown Manhattan near City Hall

Increasingly, landlords are suing tenants and tenant organizations to intimidate them. The aim of these lawsuits is to chill tenants' constitutionally protected activities to challenge landlords' illegal construction activity and harassment tactics aimed at driving low- and moderate-income rent-regulated tenants out of their apartments. Please attend this important rally to show solidarity with Raymond and Weiwen and, more important, to send a unified message to landlords to stop harassing tenants.

SAY NO TO SLAPP SUITS!

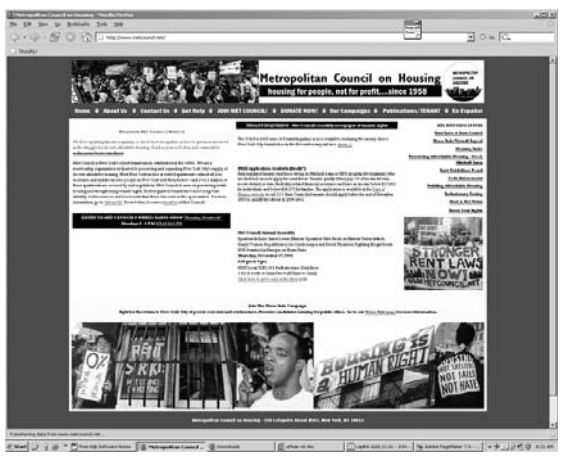
For more information, call: GOLES 212-533-2541
COOPER SQUARE COMMITTEE 212-228-8310
UNIVERSITY SETTLEMENT 212-505-1995

Visit Met Council's Website www.metcouncil.net

for information about:

- √ rent control and stabilization
- √ how to get repairs
- √ the fight to preserve Section 8 and Mitchell-Lama housing
- √ the fight for home rule
- √ How to Join Met Council
- √ Links to other resources
- √ Back issues of Tenant/Inquilino

and much more!



Get active in the tenant movement! Write to us at active@metcouncil.net

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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

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BECOME A WRITING TENANT

Met Council wants to profile you and your neighbors' struggle to obtain affordable quality housing. We want you to write for *Tenant/Inquilino.*

For more information call 212-979-6238

EL INQUILINO HISPANO

¿Será que la nueva zonificación de Loisaida impedirá la burguesificación?

Por Rob Hollander
Traducido por Lightning Translations

Loisada/East Village (LES/EV) está al punto de ser zonificada otra vez. El plan, propuesto por el Departamento de Planificación Urbana (Department of City Planning), tiene el propósito de conservar vivienda asequible y el carácter del vecindario, pero también invita al desarrollo de lujo.

Bajo la actual zonificación del vecindario, los especuladores pueden construir aquí enormes rascacielos, mucho más grandes que las viejas casas de vecindad, que no se elevan más de alrededor de 80 pies. Estos rascacielos no solamente van transformando el carácter del vecindario y su demografía, sino que las oportunidades de desarrollo tan lucrativas resultan ser un incentivo para que los especuladores desalojen a todos los inquilinos de renta baja en sus edificios y demuelan vivienda existente para construir estos enormes y ganancioso rascacielos. Cuanto más torres de este tipo se construyan, tanto más los valores de bienes raíces suben, mientras la burguesificación consume el vecindario. Las tiendas de cadena y elegantes restaurantes y bares siguen, desplazando las tiendas familiares y todos los servicios locales que dan al vecindario su carácter y viabilidad residencial. Esto constituye una amenaza profunda y de gran envergadura para la comunidad. El nuevo plan de zonificación está diseñado para impedir este tipo de desarrollo fuera de escala y mantener a raya a los especuladores. Sin embargo, el nuevo plan trae sus propias controversias.

El plan representa dos principios: la conservación de la comunidad y la vivienda asequible. La parte del plan que tiene que ver con la conservación proporciona un límite en la altura de las nuevas construcciones: un máximo de 80 pies en la mayoría del distrito. Esto pondría fin a los rascacielos de gran altura, el abuso del premio de instalaciones comunitarias (si se incluye un espacio para el uso de la comunidad, aunque sea solamente un consultorio médico, se puede construir más alto) y la compra de los derechos al espacio existente sobre un terreno (si un edificio cercano no es tan alto como pudiera legalmente serlo, se puede comprar su "derecho al espacio sobre el terreno" y aprovechar el espacio no utilizado para construir un edificio aun más alto).

El parte del plan que tiene que ver con la vivienda asequible proporciona una zonificación más alta para las calles Houston y Delancey y la avenida D, con un incentivo para construir vivienda asequible. Un especulador puede construir un edificio grande y denso (hasta la relación del área de piso—"floor-area ratio," FAR, la medida del tamaño de un edificio—de 7,2), hasta 120 pies si se incluye un 20 por ciento de vivienda permanentemente asequible. La vivienda asequible no tiene que estar en el sitio de la construcción; puede ser en cualquier parte del distrito y, si la construcción está en el límite del distrito, hasta media milla fuera de él. Alternativamente, el especulador puede renovar vivienda existente y ponerla en estabilización de renta permanente; esto también valdría como una creación de vivienda asequible. Pero si el especulador no construye ni crea el 20 por ciento de vivienda asequible, se le permitiría construir sólo hasta 5,4 FAR, un edificio mucho menos grande. Así que el incremento de la FAR proporciona un incentivo para los especuladores a destinar un 20 por ciento de su vivienda a vivienda asequible.

Ambos aspectos del plan suscitan dudas. Ochenta pies es toda-

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

Loisaida

viene de la página 3

vía mucho más alto que muchos de los edificios en Loisaida y East Village. Hay edificios de tres o cuatro pisos y muchas casas de vecindad de cinco pisos. Algunas personas se preocupan por la posibilidad de que un casero pueda querer desalojar a todos los inquilinos de una casa de vecindad de cinco pisos para demolerlo y construir un condominio de ocho pisos. Además, algunos críticos han señalado que es más difícil construir rascacielos al norte de la calle Houston bajo la zonificación actual que bajo el nuevo plan. Bajo la zonificación actual, un especulador tiene que reunir muchos lotes: los rascacielos simplemente no se pueden construir al norte de la calle Houston en uno o dos lotes. Sin embargo, bajo la nueva zonificación, un especulador puede construir un edificio de ocho pisos conforme a derecho, sin necesitar permiso de la Junta Comunitaria o la ciudad.

Actualmente, East Village está zonificada para una FAR de 3,44 sin el premio de una instalación comunitaria. El nuevo plan permitiría una FAR de 4, que básicamente equivale a un piso más que 3,44. Suponga, pues, que usted viva en un pequeño edificio de cuatro pisos con una FAR de 3. Bajo la zonificación actual de 3,44, no valdría la pena que un especulador demuela su edificio solamente para añadir medio piso más. Sin embargo, en la zona propuesta que permite una FAR de 4, su edificio bien puede volverse en un blanco para una nueva construcción.

Por otra parte, el nuevo plan elimina el premio de instalaciones comunitarias, que alentó a muchos especuladores a combinar muchos predios donde pudieran, comprar los derechos al espacio existente sobre un terreno y construir hasta el cielo. Son estas grandes construcciones que el nuevo plan impide.

El componente de vivienda asequible es controvertido por muchas razones. Para conseguir el 20 por ciento de vivienda asequible, el vecindario tiene que aceptar nuevos edificios con un 80 por ciento de vivienda de lujo. Esto cambia el carácter del vecindario radicalmente. La burguesificación ya nos ha traído franjas de vida nocturna que han desplazado los servicios locales y las tiendas familiares. Los bares pueden pagar rentas más altas que cualquier otra empresa salvo un banco; los bancos y bares resultan ser muy populares en elegantes vecindarios llenos de nuevo dinero. La burguesificación también eleva los valores de bienes raíces, lo que se suma a las presiones para desalojar a los inquilinos que pagan poco.

Bajo los programas actualmente disponibles, la vivienda asequible es una suerte de trato con el diablo: darles a los especuladores lo que quieran bajo la condición de que ellos echen algunas migajas a los vecinos. Sin embargo, cuando uno juega con el diablo, usualmente el diablo es el que gana. El vecindario se vuelve burgués, se desaloja a más inquilinos y se demuelen más edificios. El resultado puede ser una pérdida neta de vivienda asequible en vez de un aumento de ella.

La Junta Comunitaria 3 ha exigido a la ciudad que el plan incluya medidas en contra del hostigamiento y la demolición. Sin embargo, el Departamento de Planificación Urbana ha rehusado hacerlo; además, tales medidas son lejos de ser perfectas.

Lo que realmente necesitamos para salvar nuestros vecindarios son leyes de renta que protejan la vivienda asequible, además de un gobierno que esté dispuesto a crear o subvencionar vivienda asequible directamente, sin depender de que los especuladores hagan el trabajo propio del gobierno mismo. Sin embargo, vivimos en una época del capitalismo triunfal, donde la reducción del tamaño y la privatización del gobierno están de moda y la gente no se atreve a decir que el emperador ha regalado toda su ropa a los especuladores.

Varios centenares de personas, entre ellas varios activistas de vivienda a largo plazo, se manifestaron en Union Square el 21 de octubre para exigir la legalización de los inmigrantes ilegales. Entonces el grupo, compuesto en su mayoría por inmigrantes de México, Guatemala, China, la República Dominicana y el sur de Asia, además de sindicalistas e izquierdistas, marchó por la avenida Sexta a Times Square. Los oradores incluyeron a los familiares de inmigrantes deportados y los concejales Charles Barron y John Liu.

DRIE y SCRIE (Exención de Incrementos de Renta para Minusválidos y Personas de Mayor Edad)

Los inquilinos minusválidos de renta regulada (y quienes viven en edificios Mitchell-Lama o en programas del HPD que llenen los requisitos) pueden solicitar ahora la congelación de su renta. Los inquilinos llenan los requisitos si pagan 1/3 de sus ingresos en renta, reciben ayuda financiera relacionada con discapacidad y tienen ingresos de menos de $17,580 para individuos y menos de $25,212 para parejas.

La solicitud está disponible (en inglés) en el sitio Web del Departamento de Finanzas (http://www.nyc.gov/html/dof/html/pdf/05pdf/drie.pdf), o se puede contactar la Agencia del Alcalde para las Personas Minusválidas (Mayor's Office for People with Disabilities) en:
100 Gold St., 2nd Floor, New York NY 10038
Teléfono: 212-788-2830; facsímile: 212-341-9843; TTY: 212-788-2838

Para la SCRIE (Exención de Incrementos de Renta para las Personas de Mayor Edad), el inquilino (jefe de familia) debe tener 62 o más años, pagar 1/3 de sus ingresos o más en renta, vivir en un apartamento de renta controlada o estabilizada, Mitchell-Lama o cooperativa de dividendos limitados y tener ingresos de $26,000 o menos después de pagar impuestos.

La solicitud de SCRIE está disponible en el sitio Web del Departamento por las Personas Mayores (http://www.nyc.gov/html/dfta/html/scrie_sp/scrie_sp.shtml) o al llamar a la agencia al 311. La mayoría de los centros para personas de mayor edad también tienen solicitudes.

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!

DHCR Changes

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landlord's failure to register the rent should extend the period of time when the last valid registration can be used as the basis for establishing the tenant's rent.

Unique and Peculiar Circumstances. DHCR has always had the power to adjust rents upward or downward in "unique and peculiar circumstances." But under Governor Pataki, it has used this to subject entire categories of rent-stabilized housing to the threat of wholesale rent increases. Specifically, DHCR has permitted developers who privatize Mitchell-Lama projects to apply for these increases.

There is nothing "unique" or "peculiar" about that a development leaving the Mitchell-Lama program will be subjected to a regulated rent. The Rent Stabilization Law mandates this in clear language. Such increases should be limited to situations where there are facts, unique to a particular individual building, that make it unlike similar buildings that are regulated under the same provision of law.

Preferential Rents. In 2003, the Legislature gave landlords the opportunity to raise the rent for any tenant paying a preferential rent (a rent that is "less than the legal regulated rent"), but only up to the "previously established legal regulated rent." Under prior law, when a landlord charged less than the previously allowed legal rent, a new, lower, legal rent was established.

In 2005, DHCR issued regulations that drained all meaning from the words "previously established." They allowed landlords to cancel, as "preferential," the rent set forth in the tenant's lease, even if the tenant never had a lease with any other rent, if the landlord could show that the so-called "legal" rent was reported on a single, possibly fraudulent, registration statement served prior to the change in the law. The problem is that any such registration would have been served at a time when the tenant had no incentive to challenge it. DHCR allows the registration statement to trump the lease only in this one instance—where it benefits the landlord. (In overcharge cases, the lease in effect four years prior to the complaint is binding as to the legal rent, no matter what the registration says.)

Meanwhile, the courts have gone in the opposite direction, recognizing that a preferential rent becomes permanent when the parties agree that it will be permanent.

The Code should be amended to reflect the uniform case law that has developed to the effect that preferential rents are permanent when there is language in any lease that makes them permanent. Conversely, a landlord claiming the right to cancel a preferential rent should have to establish that every lease entered into before the statute was amended contained a notice of the legal rent and the preferential rent. Moreover, any new lease that establishes or continues a preferential rent should also be required to contain a clear notice of the date when the landlord intends to cancel the "preferential" rent, and to inform the tenant that they have four years to challenge the higher rent even though they have not yet been charged it.

MCI Rent Increases. The other significant way for landlords to increase rents is by making "major capital improvements." The system whereby DHCR evaluates MCI applications has been dysfunctional for a long time, and recent changes to the Rent Stabilization Code have only made matters worse.

The Rent Stabilization Law prohibits a rent increase where services are not being maintained, and requires that rent-increase applications contain a sworn statement that all services are being maintained. But DHCR will not bar an MCI rent increase for lack of services in a building unless the city has issued a category "C" violation (classified as "immediately hazardous"—the most severe category of Housing Maintenance Code violation) or if there is a rent-reduction order in place at the time of the application concerning building-wide services and no restoration application has been made and the order is not on appeal. Even these requirements have been relaxed so that landlords get multiple chances to remove violations or restore previously denied services.

The statute is clear, and DHCR's practice undermines it. In the course of processing any rent-increase application, whenever the tenants raise the issue of services, DHCR should investigate, conducting a prompt inspection if requested. If it finds that services were lacking at the time of the application, the application should be denied.

DHCR no longer meaningfully requires that the work that is the subject of the application be complete and functional when the application is filed. For example, we have seen many cases where landlord has been given rent increases for waterproofing work even though the building was full of leaks, with DHCR holding repeatedly that the landlord has a right to repair the defective work for years after the application is filed. In one case, when such an application was rejected by a Rent Examiner, the commissioner explicitly held that the landlord was wrongfully denied the so-called "right" to complete the job—although the landlord had sworn that it was complete several years earlier. Meanwhile, the tenants had to pay a rent increase retroactive to the date of the application for work that was not yet finished.

No rent increase should be allowed for work that is incomplete or defective at the time of the application. Subsequent repair attempts are irrelevant, except as an admission by the landlord that the work was defective.

DHCR no longer conducts routine inspections to determine whether certain kinds of work are defective. Instead, it rejects, out of hand, any claim that work is defective if the work was "approved" by any municipal agency. The problem with that is that the landlord's contractor's self-certification is usually enough to obtain a "sign-off" from the Department of Buildings or another municipal agency, so that the policy comes down to taking the landlord's word over that of the tenant whenever the landlord's contractor certifies the work. That kind of unfair presumption should be replaced by a system of impartial fact-finding.

As with rent increases for improvements to vacant apartments, DHCR has no effective mechanism for detecting fraudulent MCI rent increases. Practitioners in the area are often flabbergasted at what seems to be a rubber-stamp standard of review. DHCR has no way to tell if the landlord is paying an inflated price for alleged improvements and receiving a kickback. It conducts no independent investigation. The tenants are limited to the issues they can detect from the documents the landlord submits. Regardless of the huge amounts of money at stake, the huge incentive to commit fraud, and whether the landlord has a track record of making false statements in the past, DHCR simply never uses its subpoena power to find out if the documents submitted to the agency square with the actual books and records in the possession of the landlord, its bank, and its contractors.

The improvements for which landlords seek rent increases benefit both the commercial tenants, the rent-stabilized and rent-controlled tenants, and the market-rate tenants of the building. Until 2005, the proportions of the in-

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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!

LES

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people are worried that a landlord might want to empty a five-story tenement of tenants in order to demolish and develop an eight-story condo. And some critics have pointed out that it is harder to build tall buildings north of Houston Street under the current zoning than it would be under the new plan. Under current zoning, the developer must cobble together many lots—tall towers simply can't be built north of Houston on one or two lots. But under the new zoning, a developer can build eight stories as of right—without getting Community Board or city permission.

Currently the East Village is zoned for a FAR of 3.44 without the community facility bonus. The new plan would allow a FAR of 4, which basically works out to one extra floor more than 3.44. But suppose you live in a small four-story building with a FAR of 3. Under current 3.44 zoning, it wouldn't pay for a developer to demolish your building just to add half a story. But in the proposed zone that allows a FAR of 4, your building could well become a target for redevelopment.

On the other hand, the new plan eliminates the community-facility bonus, which encouraged major developers to merge many properties wherever they could, buy air rights, and

STEVEN WISHNIA

build to the sky. It is these large developments that are prevented by the new plan.

The affordable housing component is controversial for many reasons. In order to get the 20 percent affordable housing, the neighborhood must accept new buildings with 80 percent luxury housing. That radically alters the character of the neighborhood. Gentrification has already brought us nightlife strips which have driven out local services and mom-and-pop stores. Bars can pay higher rents than any other establishment save a bank, and banks and bars turn out to be very popular in chic neighborhoods full of new money. Gentrification also raises real-estate values, which adds to the pressure to evict low-paying tenants.

Under currently available programs, affordable housing is a kind of deal with the devil: Give developers what they want under the condition that they throw the locals some crumbs. But when you play with the devil, it's the devil who usually wins. The neighborhood gentrifies, more tenants are evicted, and more buildings are demolished. The result can be not a gain in affordable housing, but a net loss of affordable housing.

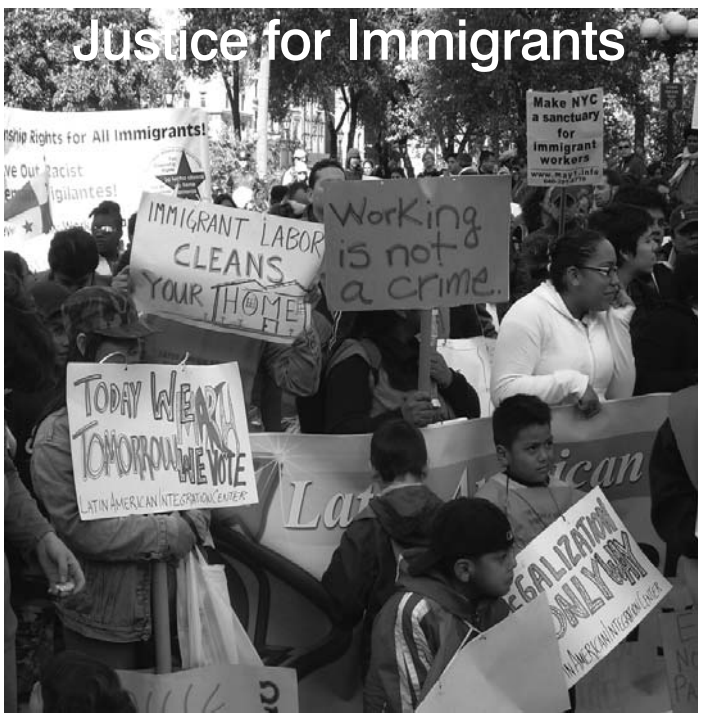
Community Board 3 has demanded of the city that the plan include antiharassment and antidemolition measures. But the Department of City Planning has so far refused, and such measures are far from perfect.

What we really need to save our neighborhoods are rent laws that protect affordable housing and a government that is willing to create or subsidize affordable housing directly without relying on developers to do the work that government is supposed to do itself. But we live in an age of triumphal capitalism where downsizing and privatization of government are in vogue and people are afraid to say that the emperor has given all his clothes to the developers.

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.



Several hundred people, among them a number of longtime tenant activists, rallied in Union Square Oct. 21 to demand legalization of illegal immigrants. The crowd, composed mainly of immigrants—from Mexico, Guatemala, China, the Dominican Republic, South Asia, and more—union members, and leftist sects, then marched up Sixth Avenue to Times Square. Speakers included relatives of deported immigrants and City Councilmembers Charles Barron and John Liu.

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.

AIDS Tenants

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supportive housing and receive income other than public assistance (typically SSI, SSD, or veterans benefits, and the few who are returning to work) to pay all of their income except for $11 per day towards their rent because of an audit conducted by the New York State Office of Temporary and Disability Assistance (OTADA). According to Robert Sharkey, director of housing at OTADA, the "non-written audit, conducted in 2004" found that the city was in violation of a state regulation requiring all emergency shelter grant recipients to only have $330 in monthly income.

The city had been following a federal regulation stating that housing programs supported by the Housing Opportunities for Persons with AIDS (HOPWA) program should charge rents of no more than 30 percent of the tenant's income. City officials attempted to negotiate the audit findings with the state for two years. Their pleas fell on deaf ears, and they caved in after the Pataki administration withheld $200 million in funding for welfare for all New Yorkers living with AIDS.

On Oct. 29, Wayne Starks got some good news. Housing Works attorneys and their pro bono law firm got federal District Judge Frederic Block to grant a preliminary injunction that barred the city and the state from seeking additional rent from any of the 2,200 tenants until the issue can be decided on its merits in court.

Housing Works was able to show that there is clearly federal funding supporting all HASA-contracted supportive housing programs—and therefore the state is in violation of federal law and the tenants should continue to pay only 30 percent of their income.

When Wayne Starks heard about the preliminary injunction, he said he was "relieved," but he understands that he can't sit back and wait for the outcome of a court case. "When I first heard this, I felt alone. I went to the first press conference just thinking I would sit there and not say anything. But then when I saw all of the people and when I heard that this issue was affected 2,200 others, I knew I had to speak out. I need to continue to speak out. We need legislation that will make sure that anyone who is receiving government benefits because they are disabled does not have to pay all of their income except for a mere $330 towards rent. We get these benefits because we have very specific needs."

He is continuing to organize other HASA clients to come to NYCAHN sponsored organizing meetings and protests. On the Friday before Election Day, he met with Democratic gubernatorial candidate Eliot Spitzer's campaign staff. He asked them to tell Spitzer to pass legislation to make sure that this never happens again. "We need to do more to keep people alive."

Jennifer Flynn is executive director of the New York City AIDS Housing Network.

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DHCR Changes

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crease paid by commercial and residential tenants were allocated according to their share of the building's rent roll, so that if half of the rent roll was commercial, the tenants only had to pay a rent increase based on half the cost of the improvement. But in 2005, DHCR changed the rules: Now the increase is divided on the basis of the relative percentages of residential and commercial space. This change was blatantly designed to make for larger rent increases, especially in high-rise buildings with high commercial rents.

The Rent Stabilization Code should be changed so the rent-regulated tenants' share of any rent increase for improvements is proportional to their share of the rent roll.

Fair Market Rent Appeals. Although the Rent Stabilization Law was amended in 1997 to provide for "high rent" deregulation of stabilized apartments, nothing in the statute allows for the high-rent deregulation of apartments that leave the rent-control system. These apartments are supposed to enter rent stabilization. DHCR, however, has adopted numerous policies that effectively allow rent-controlled apartments to be deregulated automatically upon vacancy.

When a tenant leaves a rent-controlled apartment, the new rent is set in a fair market rent appeal. By law, it is supposed to be determined by means of a study of comparable apartments. For many years, both landlords and tenants had the opportunity to supply DHCR with information about comparable apartments. Now, the tenants are no longer given the opportunity to do that. DHCR takes its own "comparables" from its database using criteria that have never been disclosed to the public, and the landlord is allowed to use renovated market-rate apartments as comparables. Tenants are thereby deprived of due process.

DHCR should restore basic fairness and due process to fair market rent appeals. Vacated rent-controlled apartments should remain rent-stabilized even if the initial rent is determined to be over $2,000. And DHCR should give the tenant just as much right to submit comparables (and to obtain rent information about his or her building and nearby buildings) as the landlord has. Comparables should be limited to unrenovated apartments, and improvement increases added after the comparability study is done. The tenant should not have to pay twice.

A Connecticut Hypocrite in Brooklyn 'Progressive' Candidate Plots Phony Demolition

By Bennett Baumer

Connecticut Democratic State Senate candidate Frank A. Farricker promised his constituents in the tony and generally Republican Greenwich area that he was different. He rode on the coattails of antiwar candidate Ned Lamont in his challenge to incumbent Sen. Joseph Lieberman and stood for progressive issues like universal health care and most important, affordable housing.

"We can't let the spiraling cost of housing cost us some of our best residents. Everyone who wants to should have a chance to live here, stay here, retire here," Farricker stated on his campaign's Web site.

But at Farricker's day job at the Penson Companies, a New York City real-estate firm, he's taken a different approach to affordable housing. Farricker, a vice president of numerous LLCs, signed a mortgage to buy nine buildings in Brooklyn, five of which are slated for "phony demolitions." Phony demolitions are the latest tactic by landlords to evict all the tenants in a building and then do interior renovations that turn affordable rent-stabilized apartments into luxury housing. The law lets landlords evict tenants if the entire building is going to be demolished, and the Pataki-stacked state Division of Housing and Community Renewal has relaxed its regulations so that owners can try to pass off gut renovations as "demolitions." The landlord attorney firm Kossoff & Unger has cornered this niche market that has caught the ire of elected officials and housing advocates.

"I find Mr. Farricker's position quite surprising," said Garry Osgood, tenant at 217 St. Johns Place in Park Slope, one of the five buildings slated for mass evictions. "I first became aware of Mr. Farricker not as an advocate of affordable housing, but as an individual who wanted me out of my apartment."

Tenants at 182, 186, and 188 State St. in Brooklyn Heights, along with the tenants at 217 and 219 St. Johns Place, formed tenant associations and joined Met Council after receiving the landlord's application to DHCR to alter or demolish their homes and to evict them.

Farricker's hypocrisy is not going unnoticed. The *New York Times* and *Greenwich Time* in Connecticut have written stories about the demolition plot. In response, Farricker has tried to portray himself as a victim of scheming New York tenants looking for a buyout. But the tenants' demand is simple—Farricker should abide by his rhetoric and withdraw the phony demolition applications.

"I am a disabled senior who has lived in my rent-stabilized home for almost 20 years," said Barbara Callender, a tenant at 188 State St. "Farricker is in a position to withdraw the application so that I, and the other tenants, can remain in our rent stabilized homes, at a rent we can afford to pay."

Elected officials, led by City Councilmembers Rosie Mendez and David Yassky and New York State Senator Liz Krueger, sent a letter to Farricker asking him to withdraw the application, but thus far, he has refused to do so. Tenants flyered Farricker's district on Election Day and will continue to pressure him to withdraw the demolition applications while they fight a legal battle against them.

E-mail Met Council
active@metcouncil.net

Frightening Rent Increases for AIDS Tenants Stayed

By Jennifer Flynn

When Wayne Starks was diagnosed HIV-positive in 1989, he felt like he was going to die. That hopelessness led to a nightmare journey through drug addiction and homelessness. Even after he stopped using, he found himself in a drug-infested building, in an apartment with more mice then floor space and no heat. It gave him asthma attacks and threatened his compromised immune system.

That nightmare came to an end three years ago, when he moved into a permanent scatter-site apartment provided by Black Veterans for Social Justice. His health began to recover. Recently, he got good news—the HIV virus was undetectable in his bloodstream. He attributes the improvement to his ability to eat right and to living in a decent apartment.

During Columbus Day weekend, Wayne Starks thought he was back in the nightmare. On Saturday, Oct. 8, he received a letter from the city's HIV/AIDS Services Administration (HASA). It said that he would have to begin to contribute all but $330 of the money that he receives from his Social Security disability check every month towards his rent.

Wayne, a member of the New York City AIDS Housing Network, estimates that he spends close to $300 each month on his food, vitamins, and medications that are not covered under Medicaid. If his income were limited to $330, that would leave barely $30 a month for transportation to his medical appointments and to pay his utility bills. He couldn't imagine how he could continue to go to his beloved free art classes, catch a support group, or see a counselor to keep him drug-free and healthy.

"When I opened the letter, it was like somebody punched me and took my breadth away," he says. "Last time I was homeless, my mother was alive and I could sleep on her floor. But since she died a few years ago, I was facing homelessness with no support and I really had no idea what I was going to do."

HASA is the welfare program for low-income New Yorkers living with AIDS. It contracts with over 60 nonprofit organizations to provide supportive housing. The three types are congregate, scatter site and transitional. Congregate housing is typically a whole building constructed with a blend of federal, state, city, and private funding to provide permanent housing to homeless individuals. These facilities have social service staff onsite to help people remain housed and healthy. Scatter-site apartments are rented by nonprofit housing providers "in the community" so that individuals can live free of the fear of stigma. Social workers visit these tenants monthly or as needed in order to ensure that they are not in danger of returning to homelessness. Transitional housing is the entry point to the housing continuum. The city refers homeless people to these housing programs and social service workers immediately begin working on trying to get them connected to medical care and moved into permanent housing.

MARIA OVCHINNIKOVA

The city claims that it had to begin requiring the 2,200 formerly homeless people who live in

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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

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 2005) 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.

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

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