



Fighting the Housing Court Blacklist

By Steve Dobkin and James Fishman

Whether you are a landlord or a tenant, the Civil Court is dedicated to providing access to fair and efficient justice," states the Web site of the New York City Civil Court's Housing Part, commonly known as Housing Court.

These words seem empty in light of the "Housing Court blacklist," the result of the New York State Office of Code Administration (OCA) selling access to internal court reports containing minimal details of pending Housing Court cases. They sell this information to tenant screening bureaus (TSBs). The TSBs convert it into misleading reports, which they sell to real-estate agencies and individual landlords that use them to screen potential tenants.

Met Council on Housing and the Housing Committee of the New York City chapter of the National Lawyers Guild are joining forces to bring a federal civil-rights suit against the state court system's chief administrative judge. It seeks a declaration that the sale of Housing Court data violates tenants' constitutional rights to access to the courts and due process of law, and an injunction to end those sales.

The court data sold is transmitted electronically from OCA's computer system to the TSBs. It includes coded information about the initial filing of each case (names and addresses of the parties; type of case, i.e. nonpayment or holdover; amount sued for; docket number; and county) and a single-word code for the disposition (judgment, settled, warrant of eviction issued, dismissed, discontinued, etc.).

Unlike the reports from of the "big three" credit reporting agencies (TransUnion, Equifax and Experian), tenant-screening reports include pending proceed-

ings in which no judgment has been entered. Hence a stigma is attached to merely being named in a court proceeding, regardless of its merits.

This places a tremendous chilling effect on the exercise of the many rights New York state and city law give tenants to defend themselves in eviction proceedings. It forces tenants to choose between Scylla and Charybdis: Give up their legal rights, or find themselves on the Housing Court blacklist, effectively barred from renting another apartment or purchasing a cooperative unit almost anywhere in the country.

Tenants, who in the past were able to exercise their legal rights to withhold their rent and organize rent strikes when, for example, landlords failed to provide heat in winter, now face the all but certain consequence that such actions will immediately



SCHMEAR CAMPAIGN: AIDS activists dressed as giant bagels staged a sit-in outside Mayor Bloomberg's World AIDS Day breakfast Dec. 1 to protest the billionaire's opposition to rent subsidies for poor people with AIDS. See story on page 2.

HOUSINGWORKS

land them on a blacklist. Those who dare to defend themselves against even the most frivolous eviction proceedings, or simply seek additional time from a Housing Court judge to vacate in a no-fault eviction proceeding, are among the many in-

nocent people who will appear on the blacklist and be deemed undesirable troublemakers by most prospective landlords. Even tenants who face eviction by a bank solely because their landlords

continued on page 7

Stuy-Town/PCV Tenants Face New Owner, New Issues

By Marina Metalios

Stuyvesant Town/Peter Cooper Village has a history wrapped in superlatives and characterized by "firsts." The project—ersatz slum clearance—was the first housing effort in the United States with joint public-private financing. When ground was broken in 1947, it was the world's biggest slum-clearance project. The development was backed by the world's largest business at the time, Metropolitan Life Insurance Company. And New York City's first fair housing laws got on the books because some of Stuy Town/PCV's original tenants, including the late Met Council activist Franz Lehman, organized to fight the complex's whites-only policy.

Frederick Ecker, chair of the board of Met Life, had a vision rare in private-

sector executives. His plan was to transform lower eastern Manhattan's old Gas House district into an affordable residential rental community with a bucolic design. Stuyvesant Town alone was to have 12 playgrounds, a greenway, tennis courts, and a five-acre oval garden. Met Life even did away with the Manhattan grid in its plan for the grounds and buildings. When I moved into Stuyvesant Town in the spring of 1990, I saw a plaque in honor of Ecker in the Stuyvesant Town Oval, which read in part:

"Who with the vision of experience and the energy of youth conceived and brought into being this project... that families of moderate means might live in health, comfort and dignity in park-like communities."

The "people of modest means" that Met Life targeted as its first renters were returning World War II veterans and middle-income white-collar workers and professionals. The "park-like community" of Stuyvesant Town and Peter Cooper Village would stand for six decades as a bastion of affordable rental housing for the working class and others of modest means.

Until 1997 and 2006.

Stuy Town/PCV was partially deregulated during the disastrous vacancy decontrol of the early 1970s, and then completely re-regulated when the Emergency Tenant Protection Act instituted state rent stabilization in 1974. However, since in the 1990s, every definitive vote taken on renewing the city and state's rent laws has ex-

acted a price. The changes added by the state Legislature in 1993, the City Council in 1994, and the Legislature again in 1997 weakened the rent laws to the point that they were on their way to planned irrelevance. The 1997 renewal did the most damage. It enshrined in law a new form of vacancy decontrol, in which protected units that hit \$2,000 upon vacancy could be taken out of the rent-stabilization

system and go to market rate legally.

That dilated the pupils of landlords in all five boroughs. Met Life may have led the pack. Nine years later, one-third of the units in Stuy Town/PCV were at market rate. We had lost 4,400 rent-protected units. Vacancy decontrol and the hot housing market of the mid-'00s set the stage for Met Life's

continued on page 6

INSIDE THIS ISSUE!

- Bloomberg's Homeless Scandals pg. 2
- AIDS Activists Protest pg. 2
- El Inquilino Hispano pg. 3
- New Atlantic Yards Challenge pg. 5
- Cuomo Picks Housing Team pg. 8

Bloomberg Fails to Reduce Homelessness, Instead Experiments on Families

Two of Mayor Michael Bloomberg's programs to reduce homelessness have been hit by scandals recently. In one, applicants were deliberately denied help so the city could have

a "control group" to study the program's effectiveness.

The Advantage program—the centerpiece of the administration's homeless policies, in which families moving from shelters to regular housing are given rent subsidies that phase out over five years—has been accused of exaggerating its success and ignoring data showing that a substantial number of families in the program end up back in shelters, the *New York Times* reported.

The declining subsidies are intended to encourage self-sufficiency, but critics have charged that they are a trap when low-income jobs could not cover high rents even before the recession. The Coalition for the Homeless reported that in the past three years, more than one-third of the families in the program have ended up applying to the city for shelter as their benefits expired, and a quarter of them wound up back in city shelters.

The Bloomberg administration recently increased the amount families in the program have to pay for rent, from a \$50 minimum to up to 40 percent of their monthly income.

The second scandal involved the Homebase program, which offers job training, counseling services, and emergency payments to people at risk of losing their

homes. In order to assess its effectiveness, the city Department of Homeless Services did a study in which one group of applicants received Homebase services—and the other group were arbitrarily denied them.

Department officials told the *Times* that the study was intended to evaluate whether the program's success came from its merits or because the people who applied were more motivated than other poor people were. The people in the control group were referred to other agencies, they said.

In 2004, Mayor Bloomberg pledged to cut the city's homeless population, then 38,000, by two-thirds in five years. That deadline has passed, and homelessness has instead reached record numbers. More than 39,000 are officially homeless now, and over 16,000 children are living in the city's shelter system.

AIDS Activists Protest Rent-Cap Veto

Eighteen HIV/AIDS activists, including state Sen. Tom Duane, were arrested Nov. 9 when they blocked Broadway to protest Gov. David Paterson's veto of a bill to cap rents for low-income New Yorkers with HIV/AIDS at 30 percent of their rent. More than 200 people attended the rally, at City Hall.

"Governor Paterson vetoed a bill that would have brought New York State into line with the federal standard of capping rent at 30 percent of income for those living under the poverty level," Gina Quattrochi of Bailey House told the *Villager*. "We cannot remain silent in the face of this unconscionable act."

Paterson vetoed the bill at Mayor Michael Bloomberg's urging. Both agreed that it would be too costly to subsidize rents for the estimated 10,000 people in the city who collect Social Security disability payments for HIV/AIDS and live in private housing. The outgoing governor told Sean Barry, executive director of VOCAL New York (Voices of Community Activists and Leaders, formerly

the New York City AIDS Housing Network), that he would send the Legislature a similar plan before its lame-duck session ended last month, *Gay City News* reported in late November.

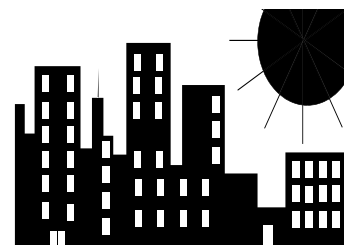
If he did, the Legislature failed to act on it.

Paterson "was probably planning to introduce some kind of budget modification," says Terri Smith-Caronia of Housing Works, another AIDS-activist group. "But when I asked around the Senate, they hadn't seen it. If he hadn't vetoed the bill, we wouldn't be scrambling to find votes now."

On Dec. 1, nine members of Housing Works were arrested in a sit-in at Bloomberg's World AIDS Day Bagel Breakfast at the Brooklyn Public Library. They were protesting the mayor's support for the veto and his cuts in funding city services for people with AIDS.

The nine arrested were dressed as giant bagels. They called themselves the "Schmear Campaign."

—Steven Wishnia



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EL INQUILINO HISPANO

La lucha contra la “lista negra” de la Corte de Vivienda

Por Steve Dobkin y James Fishman
Traducido por Lightning Translations

Sea usted casero o inquilino, la Corte Civil se dedica a ofrecerle acceso a una justicia eficiente y justa”, dice el sitio Web de la Parte de Vivienda en la Corte Civil de la Ciudad de Nueva York, comúnmente conocida como la Corte de Vivienda.

Estas palabras parecen vacías a la luz de la “lista negra de la Corte de Vivienda”, el resultado de las ventas por la Oficina de Administración de Códigos del Estado de Nueva York (New York State Office of Code Administration, OCA) de informes internos de la corte, que contienen un mínimo de detalles sobre casos pendientes en la Corte de Vivienda. Venden esta información a agencias de investigación de inquilinos (tenant screening bureaus, TSB). Las TSB convierten los datos en informes engañosos que son vendidos a su vez a las agencias de bienes raíces y caseros individuales, que los emplean para sus investigaciones de posibles inquilinos.

Met Council y el Comité de Vivienda de la sección de la Ciudad de Nueva York del Gremio Nacional de Abogados (National Lawyers Guild) están colaborando para entablar una demanda federal de derechos civiles en contra del juez administrativo en jefe del sistema judicial estatal. Esta demanda busca una declaración que

la venta de los datos de la Corte de Vivienda viola los derechos constitucionales de los inquilinos al acceso a las cortes y las debidas garantías bajo la ley, además de una orden judicial para poner fin a estas ventas.

Los datos judiciales vendidos se transmiten electrónicamente desde el sistema informático de OCA a las TSB. Esto incluye información en código sobre la primera presentación en cada caso (nombres y direcciones de las partes; el tipo de caso, es decir, falta de pago o retención de posesión [holdover]; la cantidad de dinero demandada; el número de registro; y el condado) y un código de una sola palabra que indica la disposición del caso (decidido, acordado, orden de desalojo emitida, rechazado, suspendido, etc.).

A diferencia de los informes de las “tres grandes” compañías de investigación de crédito (Trans-Union, Equifax y Experian), los informes de investigación de inquilinos incluyen procedimientos pendientes en los cuales no se haya inscrito ninguna decisión. Por lo tanto, un estigma se adhiere al mero hecho de haber sido designado en un procedimiento judicial, sin reparar en los méritos.

Esto tiene un efecto represivo para el ejercicio de los muchos

derechos que las leyes estatales y municipales de Nueva York dan a los inquilinos para defenderse en los procedimientos de desalojo. Obliga a los inquilinos a elegir entre Scylla y Charybdis: Renunciar a sus derechos legales o aparecer en la lista negra de la Corte de Vivienda, en efecto vetados de alquilar otro apartamento o comprar una unidad en una cooperativa en casi cualquier lugar del país.

Los inquilinos, quienes en el pasado podían ejercer sus derechos a retener el alquiler y organizar huelgas de alquiler cuando, por ejemplo, los caseros no les suplían calefacción durante el invierno, ahora enfrentan la consecuencia casi asegurada de que tales acciones les pondrán en una lista negra. Los que se atreven a defenderse aun contra los procedimientos de desalojo más frívolos o simplemente piden a un juez en la Corte de Vivienda más tiempo para mudarse en un procedimiento de desalojo sin culpa, se encuentran entre los muchos inocentes que aparecen en la lista negra y son considerados buscapleitos indeseables por la mayoría de los posibles caseros. Hasta se puede poner en la lista negra a los inquilinos que enfrentan el desalojo buscado por un banco solamente porque sus caseros no pagaron la hipoteca.

La acción planeada bajo 42 USC §1983 sostendrá que todo esto constituye un cargo demasiado pesado para los inquilinos que quieren invocar las leyes diseñadas para protegerles del desalojo y así, bajo la apariencia de legitimación, les priva de su derecho constitucional al acceso a los tribunales. Aunque la Corte Suprema de los Estados Unidos ha construido numerosos barreras a las demandas en contra de las cortes, estos no se aplican cuando se demanda a un juez por acciones tomadas en su capacidad administrativa en vez de la judicial.

El plan es reunir dos conjuntos de demandantes: personas a quienes ya se haya negado una vivienda porque sus nombres aparecen en una lista negra, además de los inquilinos que tienen preocupaciones en torno a tratar de hacer valer sus derechos legales en contra de un procedimiento de desalojo, por miedo a las listas negras.

Los esfuerzos para reformar mediante litigación y legislación la práctica de poner a inquilinos en una lista negra han resultado a menudo parecerse al esfuerzo de pintarle los labios a un cerdo, para citar una comparación que se hizo popular durante las elec-

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Los Ajustes de la “Junta de Regulación de Renta” de la Ciudad de Nueva York (Orden No. 42)

Para los contratos de apartamentos de Renta Estabilizada que comienzan el 1ro. de octubre de 2010 hasta el 30 de septiembre de 2011.

| Tipo de Contrato | Contrato de 1 Año | Contrato de 2 Años |
|---|-------------------|--------------------|
| Renovación del Contrato | 2.25% | 4.5% |
| Contratos para Apartamentos Vacíos | 17.75% | 20% |

Renovación de Contrato

Los caseros tienen que ofrecer a los inquilinos de renta estabilizada una renovación de contrato dentro de 90 a 120 días antes de que venza su contrato actual. La renovación de contrato tiene que mantener 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 debía 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 Subarriendo

Los caseros podrán cobrar un aumento de 10 por ciento durante el término de subarriendo 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 \$29,000 o menos (para 2009) y que paguen (o enfrenten un aumento de renta que les haría pagar) un tercio o más de tal ingreso en renta pueden ser elegibles para una congelación de renta. Solicite a: v o llame al

311 o visite su sitio Web, nyc.gov/html/dfta/html/scrrie_sp/scrrie_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 \$19,284 o menos para individuales y \$27,780 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, SRIE/DRIE Exemptions, 59 Maiden Lane, 19th 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 para unidades de desván son un 2.25 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

No se permite ningún aumento del alquiler, para todas categorías.

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 de renta sin autorización 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.housing

“lista negra”

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ciones de 2008.

Las demandas anteriores en contra de varias agencias que recopilan listas negras, entabladas bajo leyes federales y estatales para revelaciones justas de crédito, se han enfocado en la falta de revelar completamente los detalles de litigación en la Corte de Vivienda, incluidas las decisiones a favor de los inquilinos.

Bajo un arreglo de 2006 en una demanda federal de acción de clase entablada por James Fishman entre otros, titulado *White v. First Advantage SafeRent American Registry*, la agencia de investigación de inquilinos acordó pagar hasta \$2 millones a hasta 35,000 inquilinos que pudieran mostrar que hubo faltas de información en sus informes de investigación. El demandado también acordó informar con precisión sobre los desenlaces de los casos en la Corte de Vivienda y remover de sus archivos los casos en los que un juez había decidido que el caso

no tenía mérito o el casero estaba de acuerdo que el caso había sido entablado equivocadamente.

Sin embargo, el problema fundamental es que a la mayoría de posibles caseros no les importa un bledo si un inquilino tiene una defensa legítima en contra del desalojo. La mera apariencia del nombre de un inquilino en la lista informática de la Corte de Vivienda quiere decir “buscapleitos”, y se considera que las personas que fueron a la corte para reivindicar sus derechos legales son los menos deseables entre los posibles inquilinos.

En noviembre de 2006, un artículo en el *New York Times* citó al presidente de una compañía de investigación de inquilinos en California, quien señaló que “la política de un 99 por ciento de nuestros clientes en Nueva York es rechazar rotundamente a cualquier persona con un expediente casero-inquilino, sin tomar en cuenta ni la razón ni el desen-

lace, porque si el conflicto entre ellos se intensificó hasta el punto de ir a la corte, el casero va a ver a esa persona como un dolor de cabeza”.

En marzo, el alcalde Michael Bloomberg firmó la Ley de una Oportunidad Justa para Inquilinos (Tenant Fair Chance Act), que obliga a los caseros a informar a los posibles inquilinos si están empleando un servicio de investigación de inquilinos y darles la información de contacto de la compañía, a fin de que los inquilinos puedan corregir expedientes erróneos.

El hecho que el Concejo Municipal aprobó esta ley unánimemente, sin oposición alguna por parte de la industria de bienes raíces, da una pista respecto a su eficacia. Para cuando el inquilino haya probado su inocencia, se habrá alquilado el apartamento a otra persona. Probar su inocencia a una agencia de investigación de

inquilinos no remueve a ningún inquilino de ninguna otra lista negra. Además, la única manera que este procedimiento remueve a un inquilino de una lista negra es si se puede probar que se le confundió erróneamente con otra persona; de otra manera, bien podría estar en Salem, Massachusetts, en 1692, tratando de dar explicaciones de su apariencia en una lista de brujas.

Aunque la nueva ley municipal no anulará la sombra proyectada por la traición de OCA a cualquier inquilino que se atreva a ir a la corte para luchar por su apartamento, inquilinos que están rechazados deben pedir un aviso de “acción adversa” (adverse action) del casero. Ellos tienen derecho a esto bajo las leyes federales y estatales de informes justos de crédito. Estos avisos informan al inquilino sobre su derecho a

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¿LE HA CAUSADO A USTED LA LISTA NEGRA DE INQUILINOS DAÑOS Y PERJUICIOS?

- 1) ¿Le ha llevado a la Corte de Vivienda un casero en la Ciudad de Nueva York? y:
- 2) ¿A usted se le negó arrendar otro apartamento que usted había solicitado? y:
- 3) ¿Usted cree que reunía los requisitos para el apartamento que había solicitado—y que tenía buen crédito y bastantes ingresos para poder pagar el alquiler?

¿A USTED LE HA IMPEDIDO LA LISTA NEGRA DE INQUILINOS HACER VALER SUS DERECHOS?

- 1) ¿La preocupación por terminar en la lista negra de inquilinos le ha hecho decidir no defenderse en un caso de desalojo? (Usted se mudó, hizo un arreglo o pagó alquiler que no debía para evitar ir a la corte en un caso que hubiera podido ganar.) o:
- 2) ¿Ha recibido usted un aviso de no renovar el contrato o de terminación del contrato, y en este momento está en el proceso de decidir si va a impugnar las aseveraciones del casero y correr el riesgo de terminar en la lista negra de inquilinos?

¡Unase a nuestra demanda!

Si usted reúne los criterios arriba citados y está dispuesto a unirse a una demanda en contra del sistema judicial del Estado de Nueva York, póngase en contacto con Met Council. Envíe un correo electrónico a stoptheblacklist@metcouncil.net; llame al (212) 979-6238 ext. 200 o responda en nuestro sitio Web en: www.metcouncil.net/stoptheblacklist.htm.

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 \$29,000 o menos (el año pasado) 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).

Los inquilinos minusválidos que reciben ayuda financiera relacionada con invalidez y tienen ingresos de \$19,284 o menos para individuos y \$27,780 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, SCRIE/DRIE Exemption
59 Maiden Lane – 19th 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: ¡ORGANÍZASE!



La ley requiere que su casero proporcione 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 inglés) al (718) 739-6400, y pedir que le envíen el formulario de Queja de Calefacción y Agua Caliente. Llene el formulario y consigne 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 (idisculpe 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, idisculpe!—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!

“lista negra”

viene de la página 4

contactar la compañía de investigación, revisar todo el contenido del informe y corregir los errores sin costo alguno.

Buscamos demandantes para la acción en contra de OCA que han recibido avisos de acción adversa informándoles que se les rechazó a causa del informe de investigación de inquilinos.

¿Por qué está el sistema judicial, que supuestamente funciona como un intermediario honesto en conflictos entre litigantes, literalmente transando a los inquilinos? En 2007, un comunicado interno legal al juez administrativo en jefe sostuvo que OCA no tenía otra opción que vender las listas informáticas (aunque no están disponibles al público por medio de pedidos bajo la Ley de Libertad de Información). En un argumento proveniente de *Through the Looking Glass* (A través del espejo), el informe expresó la preocupación de que rehusar vender las listas violaría los derechos constitucionales de las TSB.

Sin embargo, al parecer, la única ley sobre la difusión de información judicial automatizada es la que establece que el *New York Law Journal* es el único editorial de los calendarios judiciales. De otra manera, como los defensores de inquilinos bien saben, el acceso a los archivos judiciales está disponible en la Corte de Vivienda al ritmo de cinco expedientes a la

vez. Es discutible que las compañías de investigación de inquilinos podrían hacer negocios viables en la Ciudad de Nueva York si estuvieran obligadas, como todos los demás, a ir a la oficina del secretario de la Corte de Vivienda y copiar la información a mano o ponerse en fila para sacar copias a 15 centavos por página de la venerable fotocopiadora en la oficina del secretario.

La razón más creíble para las ventas es el dinero, aunque parezca que las ganancias van a la hacienda estatal general y no están destinadas a la Corte de Vivienda. Un diagrama producido por OCA en *White v. First National Registry* reveló que desde abril de 2005 hasta marzo de 2008, OCA había ganado mucho más de medio millón de dólares de al menos nueve compañías de investigación de inquilinos. Todavía no sabemos cuántas compañías de investigación de inquilinos compran estas listas, pero existen cientos de TSB en todo el país.

Los cínicos han observado que disuadir a los inquilinos de hacer valer sus defensas legales es consistente con el énfasis de la Corte de Vivienda en la rápida resolución de casos y la idea de la corte como una exaltada agencia de cobranza de alquileres. A los jueces de la Corte de Vivienda, quienes son reasignados por términos de cinco años por el juez administra-

tivo de la Corte Civil, se les evalúa con base en su eficiencia al tratar una enorme cantidad de casos. Si se piensa en la Corte de Vivienda como una fábrica de desalojos, la lista negra, que elimina mucha litigación que consume mucho tiempo, es ciertamente consistente con los conceptos de fabricación en serie.

Irónicamente, la OCA actualmente excluye de los datos en oferta los procedimientos de falta de pago entablados por un casero que quedan sin respuesta y nunca aparecen en el calendario judicial. Aunque esta maniobra reduce dramáticamente la cantidad de

casos reportados, también induce a los inquilinos a resolver conflictos sobre alquiler no pagado fuera de la corte, a riesgo de incumplimiento a la vez de privarse de la supervisión del arreglo por un juez en la Corte de Vivienda. Una vez que un inquilino haga una respuesta a una petición en la corte, su aparición en la lista negra es automática.

Esperamos que la corte federal vea este sistema tal y como es; un mecanismo constitucionalmente defectuoso para privar a los inquilinos de la posibilidad de hacer valer sus derechos.

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Brooklyn Group Files New Suit to Stop Atlantic Yards Construction

A group of Brooklyn community organizations has launched a new effort to stop construction at the Atlantic Yards site.

On Nov. 24, several members of the BrooklynSpeaks coalition filed a motion in State Supreme Court contending that the construction is illegal, because the Empire State Development Corporation approved it without considering the environmental impact of 25 years of construction. The ESDC assumed the project would be complete within 10 years.

The door for the motion was opened Nov. 9, when State Supreme Court Justice Marcy Friedman ruled that the schedule agreed upon by the ESDC and developer Forest City Ratner raised “a substantial question” whether the 10-year timeline had “a rational basis.” The “Development Agreement” allowed Forest City Ratner 25 years before the project’s second phase was completed, and the Metropolitan Transportation Authority gave the developer until 2030 to acquire the air rights needed to construct six of the

buildings in that phase.

Judge Friedman ordered the ESDC to reconsider whether the 2009 Modified General Project Plan required a supplemental environmental-impact statement. The ESDC approved that plan “without a reasoned basis for assuming Atlantic Yards would be complete in ten years,” Al Butzel, attorney for the BrooklynSpeaks petitioners, said in a statement, so “the agency violated New York State environmental law. As such, the work proceeding at the site now is underway illegally.”

Project opponents accuse the ESDC and Ratner of misrepresenting the impact of 25 years of construction on air quality and traffic in the surrounding neighborhoods, and note that the affordable housing promised in Atlantic Yards will be among the last parts completed. “The difference between 10 and 25 years is a long time to wait for affordable housing,” Deb Howard, executive director of the Pratt Area Community Council, said in the statement.

Don't Freeze—Organize!



The law requires your landlord to provide hot water at a minimum 120 degrees at the tap 24 hours a day, year round, and from October 1 through May 31, heat at the following levels:

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.

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!

GET ACTIVE!

Sign up for Met Council’s e-mail alerts and get notices of rallies, hearings, and other important actions for tenants’ rights and affordable housing.

www.metcouncil.net

Stuy-Town

continued from page 1

announcement in August 2006 that it planned to sell the complex.

Amid grotesque scrambling by private bidders, the Stuy Town/PCV Tenant Association saw an opportunity for us to become the owners, and to focus on preserving affordability and stability. The Association did heroic work to gather political support and financing to submit a bid to buy. It garnered support from all our elected officials, from the City Council to the U.S. Senate—save one. Mayor Michael Bloomberg’s public position was that the market should prevail, and he wished the highest bidder well.

The winning bid was a staggering \$5.4 billion from Tishman Speyer, the highest ever in a real-estate sale. (The Tenant Association bid of \$4.5 billion was not the lowest.) To tenants’ surprise, the whole process was over by November 2006. When aspects of Tishman Speyer’s business plan became public, they revealed that it planned to deregulate 60 percent of the rental units in six years and bring them up to market rate. That was the way the company would be able to pay the mortgage.

Tishman Speyer took over with a bang. It immediately quadrupled the number of investigative companies hired to track, watch, monitor, harass and evict tenants it suspected of subletting. The number of lease non-renewals went up so dramatically in the first few months of Tishman Speyer’s reign that our city councilmember (and neighbor), Dan Garodnick, worked with the Urban Justice Center to set up free legal clinics specifically for residents who got a dreaded “Golub notice” that their lease was not being renewed.

Tishman Speyer also began a development-wide beautification program, planting thousands of trees and shrubs. It then took down the plaque to Frederick Ecker. No more “families of modest means” welcome here!

But Tishman Speyer’s plans were thwarted by three factors.

First, it paid too much. It bought our homes as a “predatory equity” purchaser. The rent roll at the time of the sale could not support the purchase price, so Tishman Speyer needed wholesale changes in the tenancy and rents to make its monthly debt

service of \$16.1 million.

Second, tenants fought back. While at one point Tishman Speyer was refusing to renew 15 percent of tenants’ expiring leases, it did not find thousands of fiendish sublessors. It lost these eviction attempts more often than it won.

Market-rate tenants filed a lawsuit challenging the whole system of taking units to market rate on vacancy. They argued that all units had to remain stabilized, because Met Life had gotten a tax abatement that would not expire until 2017 from the city’s J-51 program for the renovation of rent-stabilized buildings. In October 2009, the state Court of Appeals issued the landmark *Roberts* decision, which made it clear to landlords that if they secured a J-51 tax break, they are bound to keep the units in their building regulated until the benefit expired. That forced Tishman Speyer to abandon its market-rate renting strategy.

Third, when the housing and finance market crashed in 2008, it caught Tishman Speyer without a Plan B. They had bought Stuy Town/PCV for \$5.4 billion, and now had a property whose value sunk as low as \$1.9 billion.

The combination of tenant resistance, the *Roberts* decision, and the tanking of the housing market proved fatal for Tishman Speyer. In December 2009, it announced the pending foreclosure of Stuyvesant Town/Peter Cooper Village.

The foreclosure is a non-linear, complicated process, part because the debt is in the billions and part because the debt is collateralized as mortgage-backed securities. The debt is graded by risk and value, and the foreclosure process has set mezzanine debt holders against senior debt holders, who have priority for getting repaid. The senior debt-holders’ special servicer, CW Capital, has become the temporary owner, because, after a summer and fall of lawsuits, it now owns the lion’s share of the mortgage debt.

CW Capital knows that the Tenant Association has been working on its own ownership plan this year, with the assistance of financial advisors Moeリス + Company and legal advisors Paul Weiss. The Tenant Association plan, while still in formation, will include at its core:

- Tenant choice to buy

or remain as renters

- Long-term affordability
- Preserving Stuyvesant Town and Peter Cooper Village as a coherent community
- Keeping the open spaces safe from development

The plan’s main goal is to maintain the community as a stable place for the middle class. CW Capital has said it is interested in working with us. However, what is still to be determined are key details such as “affordable to whom?”; “long-term affordable as demonstrated by what?”; “rental or tenant-owned?”; and “if tenant-owned, coop or condo?” And will these decisions be made by the people or entities that get to profit on Stuy Town/PCV? Or will they be made by people for whom the complex is unique as

an affordable place for working folks? For regular New Yorkers who need apartments at rents that are fair for themselves and their families?

Meanwhile, much danger lurks in 2011. The rent laws expire in June. The Senate’s likely return to Republican hands jeopardizes this. Second, even if the laws are renewed, the landlord lobby is on fire to repeal the *Roberts* decision legislatively. As they pushed the Legislature to impose vacancy decontrol in 1997, they are almost certain to demand the repeal of *Roberts* as the price of renewing the rent laws from the legislators they support financially.

The preservation of Stuyvesant Town/Peter Cooper Village as a place

for families of moderate means to live in health, comfort and dignity as it was conceived in the 1940s it at stake. For me, being able to live here is a gift. I want this development to be affordable to me and also to the next “me.”

The tenants here need a stable place to live. We need an affordable place to live. Do the debt-holders need to be paid 100 cents on their dollar? Do they need to make a profit on us?

Really, does anyone?



NYC Rent Guidelines Board Adjustments (Order No. 42)

for Rent Stabilized Leases commencing Oct. 1, 2010 through Sept. 30, 2011
 Order No. 40, covering leases commencing prior to October 1, 2009, is available at <http://www.metcouncil.net/campaigns/RGB.htm>

| Lease Type | | One-year Lease | Two-year Lease |
|-----------------------|---|----------------|----------------|
| Renewal Leases | All | 2.25% | 4.5% |
| Vacancy leases | Vacancy allowance charged within last 8 years | 17% | 20% |

Renewal Leases
 Landlords must offer a rent-stabilized tenant a renewal lease 90 to 120 days before the expiration of the 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, the tenant has 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 per-

cent 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 \$29,000 or less (for 2009 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. of Finance, SCRIE/DRIE Exemption, 59 Maiden Ln., 19th Floor, NY, NY 10038 or call 311 or visit their Web site, www.nyc.gov/html/dfta/html/scrie/drie.shtml.

Disability Rent Increase Exemption Program
 Rent-regulated tenants receiving eligible disability-related financial assistance who have incomes of \$19,284 or less for individuals and \$27,780 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, 19th 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 2.25 percent for a one-year lease and 4.5 percent for two years. No vacancy allowance is permitted on vacant lofts.

Hotels and SROs
 No rent increase is permitted for all categories.

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.

Blacklist

continued from page 1

failed to pay their mortgages can be blacklisted.

The planned action under 42 USC §1983 will argue that this places an extreme burden upon tenants who invoke laws designed to protect them from eviction, and thus, under color of state law, deprives them of their constitutional right to access to the courts. Although the U.S. Supreme Court has constructed numerous barriers to suits against courts, these do not apply when a judge is sued for actions taken in an administrative, rather than a judicial, capacity.

The plan is to assemble two sets of plaintiffs: people who have already been denied housing because of their names being on a blacklist, and tenants who are concerned about asserting their legal rights against an eviction proceeding, out of fear of the blacklists.

Efforts to reform tenant blacklisting through litigation and legislation have often proved to resemble efforts to put lipstick on a pig, to quote a comparison popular in the 2008 election.

Previous lawsuits against various blacklisting agencies, filed under federal and state fair-credit disclosure acts, have focused on their failure to fully disclose the details of the Housing Court litigation, including favorable dispositions to tenants.

Under a 2006 settlement in a federal class-action suit brought by James Fishman, among others, entitled *White v. First Advantage SafeRent American Registry*, the tenant screening agency agreed to pay as much as \$2 million to as many as 35,000 tenants who could demonstrate that information was missing from their screening reports. The defendant also agreed to accurately report the outcome of the Housing Court cases and expunge a case from its files if a judge determined that it had no merit, or if a landlord agreed that it had been brought by mistake.

The fundamental problem, however, is that most prospective landlords couldn't care less about whether a tenant has a legitimate

defense to eviction. The mere presence of a tenant's name on the Housing Court computer list spells "troublemaker," and people who went to court to vindicate their legal rights are seen as the least desirable potential renters.

In November 2006, a *New York Times* article quoted the president of a California tenant screening company who noted that "It is the policy of 99 percent of our customers in New York to flat-out reject anybody with a landlord-tenant record, no matter what the reason is and no matter what the outcome is, because if their dispute has escalated to going to court, an owner will view them as a pain."

In March, Mayor Michael Bloomberg signed into law the Tenant Fair Chance Act, which requires landlords to inform prospective tenants whether they are using a tenant-screening service, and to provide contact information for the company so that tenants can clear records that are erroneous.

The fact that the City Council passed this law unanimously, with no opposition from the real-estate industry, hints at its effectiveness. By the time that the tenant clears his or her name, the apartment will have been rented to someone else. Clearing their name with one tenant-screening company will not take a tenant off any other blacklists. And the only way this procedure will get a tenant off the blacklist will be if they can prove they were erroneously confused with someone else; otherwise, they might as well be in Salem, Massachusetts, in 1692, trying to explain away their presence on a list of witches.

Although the new city law will not eviscerate the shadow cast by OCA's selling out of any tenant who dares to go to court to fight for his apartment, tenants who are rejected should request an "adverse action" notice from the landlord. They are entitled to one under federal and state fair credit reporting acts. These notices inform the tenant of his or her right to contact the screening company, review the entire con-

HAVE YOU BEEN HARMED BY THE TENANT BLACKLIST?

- 1) Have you been taken to Housing Court by a New York City landlord? and:
- 2) Were you later turned down for a different apartment that you applied for and:
- 3) Do you believe that you qualified for the apartment you applied for – and that you had good credit and enough income to afford the rent?

HAS THE TENANT BLACKLIST DISCOURAGED YOU FROM ASSERTING YOUR RIGHTS?

- 1) Has concern for ending up on the tenant blacklist caused you to decide not to defend yourself in an eviction case? (You moved, settled, or paid rent you didn't owe, in order to avoid going to court for a case you may have won.) or:
- 2) Have you received a notice of non-renewal or notice of termination of your lease, and are now deciding whether to fight the owner's claims and risk winding up on the tenant blacklist?

Join our lawsuit!

If you fit the above criteria, and are willing to join a suit against the New York State court system, contact Met Council. Send an e-mail to stoptheblacklist@metcouncil.net; call (212) 979-6238 ext. 200, or respond through our Web site at www.metcouncil.net/stoptheblacklist.htm.

tents of the report, and correct inaccuracies, at no cost.

We are seeking plaintiffs for the action against OCA who have received adverse action notices informing them that they were rejected because of the tenant screening report.

Why is the court system, supposedly an honest broker in disputes between litigants, literally selling out tenants? In 2007, an internal legal memo to the chief administrative judge argued that OCA has no choice but to sell the computer lists (although they are not available to the public through Freedom of Information Law requests). In an argument out of *Through the Looking Glass*, the memo expressed concern that refusing to sell the lists would violate the TSBs' constitutional rights.

However, it appears that the only law that deals with the provision of computerized court information is one that specifies the *New York Law Journal* as the official publisher of court calendars. Otherwise, as tenant advocates know, access to court files is available at Housing Court five files at a time. It is questionable whether the tenant-screening companies would be able to conduct viable businesses in New York City if they were forced, like everyone else, to go to the Housing Court clerk's office and copy information by hand, or line up to make copies for 15 cents per page at the venerable copying machine at the clerk's office.

The more believable reason for the sales is money, although the profits appear to go to the state's general treasury and are not earmarked for the Housing Court. A chart produced by OCA in *White v. First National Registry* disclosed that from April 2005 through March 2008, it had garnered well over a half million dollars from at least nine tenant-screening companies. We don't yet know

how many tenant-screening companies are buying these lists, but there are hundreds of TSBs nationwide.

Cynics have observed that discouraging tenants from asserting legal defenses is consistent with Housing Court's emphasis on the rapid resolution of cases and a view of the court as a glorified rent-collection agency. Housing Court judges, who are reappointed for five-year terms by the administrative judge of the Civil Court, are rated for their efficiency in dealing with the voluminous caseload. If one thinks of Housing Court as an eviction factory, the blacklist, which roots out much time-consuming litigation, is certainly consistent with concepts of mass production.

Ironically, the OCA now excludes from the data it supplies nonpayment proceedings that are filed by a landlord, but remain unanswered and never appear on the court calendar. While this move dramatically reduces the number of cases reported, it encourages tenants to resolve issues of unpaid rent out of court, thereby risking default and not having a Housing Court judge oversee any agreement. Once a tenant answers the petition in court, he or she is automatically blacklisted.

We are hopeful that the federal court will view this system for what it is; a constitutionally defective mechanism for depriving tenants of their ability to enforce their rights.

Senior and Disabled Tenants

Seniors, 62 or older, in rent-regulated, Mitchell-Lama and some other housing programs whose disposable annual household income is \$29,000 or less (for the previous 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).

Disabled tenants receiving eligible disability-related financial assistance with incomes of \$19,284 or less for individuals and \$27,780 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 either program:
NYC Dept. of Finance
SCRIE/DRIE Exemption
59 Maiden Lane - 19th floor, New York, NY 10038

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

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.

Cuomo Names Housing Transition Team

By Kenny Schaeffer

On Dec. 8, Governor-elect Andrew Cuomo announced his transition team for the areas of human services and housing. The group looks like it should be generally sympathetic to renewing and strengthening New York's rent-stabilization laws, which expire June 15. Despite a last-minute push by tenant activists, the state Senate failed to renew them in late November, as four Democrats—Martin Dilan of Brooklyn and David Valesky of Syracuse, plus lame ducks Craig Johnson and the absent Pedro Espada—joined Republicans in blocking a vote on renewal.

The 15 committee members include Chung-Wha Hong, executive director of the New York Immigrant Coalition; City Council Speaker Christine Quinn, who has been a staunch defender of rent regulations; and Chuck Bell, program



Andrew Cuomo celebrates on election night.

director of Citizens Union and a national advocate for health care and environmental protection.

The three assemblymembers on the panel have all been sympathetic to tenants' rights: Karim Camara of Brooklyn; Grace Meng of Queens; and Carl Heastie, head of the Bronx delegation and part of the anticorruption faction in

that borough. Union and non-profit members are Stuart Applebaum, president of the Retail, Wholesale and Department Store Union; Christopher Kui, executive director of Asian Americans for Equality, which provides housing, social, and citizenship services in Chinatown and Flushing, Ross Levi, legislative director of New York State Pride Agenda, a leading gay and lesbian advocacy group; and Susan Hagar, president of United Way. Also on the panel is Rossana Rosado, publisher of the Spanish-language newspaper *El Diario*, whose editorials have not shared the antitenant bias of New York's major English-language dailies, the *Times*, the *Daily News*, and the *Post*.

The committee also includes the CEO of the New York State Association of Realtors.

On the other hand, many people on the tenant side of the housing community are wary of Cuomo's potential position. He has also tapped former Mayor Rudolph Giuliani—no friend of

tenants—as cochair of his public-safety committee.

"He ran on an essentially Republican platform, and has identified as one of his top priorities the weakening of unions," notes Met Council executive director Mario Mazzoni. On rent regulations, Mazzoni speculates, "it seems as if he won't lead the charge on either side." Tenants' best hope, Mazzoni says, will be in the Assembly—where "Sheldon Silver ought to make clear that strengthening rent regulations is a must if Cuomo wants to work with them on other issues."

Cuomo's cabinet picks, announced the following day, are, as expected, principally attorneys associated with his tenure as state attorney general. They include Jeremy Creelan, formerly of the Brennan Center for Justice, as special counsel for public integrity and ethics reform; and Adam Cohen, a former law fellow at the Southern Poverty Law Center, as special policy advisor.

Met Council on Housing, in coalition with other groups in the Real Rent Reform campaign, will be very active in 2011 in mobilizing tenants, educating the public, and pressuring elected officials to win passage of stronger rent laws. There will be activities across the city and in Albany in the coming months, including a possible action in early January.

To learn more or join the R3 fight, contact Met Council at active@metcouncil.net or (212) 979-6238.

WHERE TO GO FOR HELP

MET COUNCIL ON HOUSING CLINIC
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. Hudson Guild Fulton Center, 119 9 Avenue (between W. 17 & W. 18 Streets), 212-243-0544
Thursdays 7:00 pm

GOLES (Good Old Lower East Side)
171 Avenue B (between 10 and 11 St.)
by appointment only except for emergencies. 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

MIRABAL SISTERS
618 W. 142nd St., 212-234-3002
Saturdays 1 - 4 pm

PRATT AREA COMMUNITY COUNCIL
201 DeKalb Ave., Brooklyn,
718-522-2613 ext. 24
3rd Wednesday 6 pm

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

WEST SIDE TENANTS UNION
4 W. 76 St.
Tuesday & Wednesday 6-7 pm

HOUSING CONSERVATION COORDINATORS
777 10 Ave.; 212-541-5996
Mondays 7-9 pm

NEIGHBORS HELPING NEIGHBORS
Covers Sunset Park and surrounding neighborhoods
443 39 St., Ste. 202, Brooklyn
By appointment only. 718-686-7946, ext. 10

NYC TENANTS RIGHTS CLINIC
305 Broadway (Corner of Duane), Suite 201, 212-571-4080
Tuesdays 4:30-7:30pm

QUEENS COMMUNITY HOUSE
Forest Hills Community Center,
10825 62nd Dr., Forest Hills
(718) 592-5757, ext. 280
Mondays and Wednesdays ... 9:30-11 am

QUEENS COMMUNITY HOUSE
Pomunok Community Center,
6709 Kissena Blvd., Flushing
(718) 591-6060
Fridays 10 am-12 pm

WEST SIDE SRO LAW PROJECT
(single-room-occupancy, hotel, and rooming-house tenants on the West Side of Manhattan above 14 Street. Also covers other tenants living between 100 & 110 streets, Broadway to Central Park West.)
51 West 109th Street, 212-799-9638
Thursdays 4pm-6pm

METROPOLITAN COUNCIL ON HOUSING

Met Council is a citywide tenant union.

*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

Missed an issue of TENANT?

www.metcouncil.net

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