

The Park West Tenant

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The Newsletter of the Park West Village Tenants' Association

April 1983

NEW EXECUTIVE BOARD CONVENES Confronts Co-op Threat

The 1983-1984 PWVTA Executive Board met for the first time on March 31 amid mounting evidence that the landlord may soon attempt co-op or condominium conversion, at least for 372 and 382 Central Park West.

The board's first business was approval of President Victor Wagner's appointments of new Standing Committee Chairs: Action, Judy West; Grievance, Sophie Elam; Legal, Carl Harm; Publications, Judi Bloch. The Social Activities Chair remains temporarily vacant.

The Conversion Threat

The Board heard reports that management offices may soon be moved from 382 CPW to 784 Columbus; that at least 17 apartments in 372 CPW have been held vacant for more than three months; that five vacant apartments in 382 have been renovated to serve as models for co-op sales.

Discussion centered on the ramifications of an opinion gained by the PWVTA from the state attorney general that Park West Village, as federally subsidized Title I housing for moderate income tenants, may not be converted without prior approval of the Board of Estimate.

The Board:

1) Directed the Legal Committee to contact the attorney general's office and to hire an attorney to determine whether management's refusal to rent vacant apartments in some buildings violates the terms of PWV's status under Title I.

2) Directed the Action Committee to draw up plans to publicize the vacancies.

3) Determined that a survey shall be conducted in 382 CPW to gather information on vacancies and sublets there.

Other Business

Emily Margolis was designated PWVTA delegate to the New York State Tenant and Neighborhood Coalition.

Our attorney was directed to file papers to preserve our right to appeal to the courts the C.A.B. ruling that management had made capital improvements justifying rent increases at 784, 788, and 792 Columbus Ave. and 392 and 400 CPW.

The Board endorsed the efforts of tenants of 788 Columbus who are moving a complaint against management for reduction of snow removal services.

THE BATTLE OF ALBANY, '83 Tenants' Rights on the Line

by Sandy Sidar

The perennial battle between tenant and landlord interests in the state legislature will heat up to an unprecedented degree this spring.

At stake will be the Emergency Tenant Protection Act (ETPA), the basis for all of the state's rent stabilization systems, including the New York City system. ETPA guarantees tenants of Park West Village and 925,000 other stabilized apartments in New York City the right to renew their leases indefinitely at stabilized rents. Co-op conversion laws and other legislation vital to tenants' futures will also be on the block.

Emergency Tenant Protection Act

ETPA expires June 30. Because it seems virtually certain to be renewed in some form, landlords are mounting a well-financed campaign to gut some of its most important provisions.

Landlords will try first for "vacancy decontrol"—removal of apartments from the system as soon as current tenants move out. This would mean phaseout of rent stabilization.

Failing that, landlords will try to restore the "vacancy allowance," which during the 1981-1982 guideline year in New York City allowed landlords 15 percent increases, on top of regular guidelines increases, whenever apartments changed hands. Tenants in this city won a major victory when the Rent Guidelines Board eliminated vacancy allowances for the current guideline year, which began Oct. 1, 1982.

Warranty of Habitability

High on the landlord agenda will be amendments to gut the Warranty of Habitability Law, which gives tenants the right to basic services necessary for health and safety, and the right to rent reductions if such services are not provided.

The PWVTA won the first major test case on this law in 1979, on the basis of sanitation and other services that tenants were charged for but did not get during the Local 32B maintenance workers strike of 1976.

Subleases

Landlords will also try to curtail rights of tenants to sublet or assign their apartments. These rights have been increased by recent court decisions.

THE TENANT PROGRAM Stronger Rent Controls: the Flynn-Dearie Bill

Pro-tenant forces will be lobbying first for the Flynn-Dearie statewide rent control bill to replace ETPA altogether. This bill would place all rental apartments in the state under a uniform system of controls to be administered by the State Division of Housing. In New York City it would do away with the landlord-run Rent Stabilization Association (RSA) and the Conciliation and Appeals Board.

Flynn-Dearie would eliminate across-the-board rent increases and require landlords to justify future increases on a case-by-case basis. It would outlaw vacancy increases; make rent increases for capital improvements temporary surcharges, instead of permanent additions to base rents; and deny any rent increases in buildings for which landlords have submitted co-op conversion plans.

Failing enactment of the Flynn-Dearie bill, tenant forces will seek to strengthen a renewed ETPA with the following provisions:

Rent stabilization in New York City would be taken out of the hands of the RSA and placed under the Department of Housing Preservation and Development. Leases would be registered under a system designed to detect overcharges. Tenant protection laws would be extended indefinitely, instead of expiring in nonelection years. Loopholes allowing arbitrary evictions would be closed.

Co-op Legislation

Rental Conversion Protection Act

Of prime concern to Park West Village tenants will be increased protection against co-op or condominium conversion. Last year the percentage of tenants required to purchase their apartments before an eviction plan could go into effect in New York City was raised from 35 percent to 51 percent of tenants not exempted from eviction (essentially tenants under age 62 who are not disabled). This was a significant improvement. But there was no action on noneviction plans, which currently can be put through if 15 percent of apartments in a

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building are sold to anyone, including outside speculators.

Under current law, tenants have no power to stop a non-eviction plan if it has been accepted by the state attorney general. Tenants whose apartments have been bought by outsiders may find themselves harrassed and denied services by owners who want to get them out so their apartments can be re-rented at market rates, free of rent stabilization. Tenants may also find their rents sky-rocketing because of capital improvements increases gained by co-op owners.

Non-eviction conversion plans present the greatest current threat to Park West Village. Pro-tenant forces in Albany will be pressing for laws to require 35 percent of tenants in occupancy to purchase their apartments before such a plan could be declared effective. This would give tenants the power to stop such plans and preserve Park West Village as rent stabilized rental housing.

Tenant forces will also be pressing to include the elderly and the disabled in the basic 51 percent of tenants necessary to put an eviction plan through; to reduce the percentage of apartments that landlords can legally leave vacant ("warehouse") in anticipation of conversion from 10 percent to 5 percent, in order to reduce this landlord advantage; and to require a mandatory "reserve fund" (percentage of the total co-op sales price set aside for future repairs) of at least 5 percent, so as to discourage "flippers," who speculate in property they want to turn over for quick profits.

Get Behind This and Push!

Tenants of Park West Village are urged to join with other tenants in the state to push the tenants' program.

The Flynn-Dearie bill (S-4576) and the Rental Conversion Protection Act (S-4736, A-6290) are expected to be reported out of committees soon.

The New York State Tenant and Neighborhood Coalition (NYSTNC), of which the PWVTA is a member, is organizing leafletting campaigns in targeted districts, urging tenant to put pressure on key "swing-vote" legislators. PWVTA members are invited to help in these campaigns and also to go to Albany for NYSTNC's annual Legislative Conference on May 9-10.

To join in the Battle of Albany '83, call the PWVTA Hot Line, 662-2610, or the New York State Tenant and Neighborhood Coalition, 964-7260.

The Park West Tenant is published by the PWVTA Publications Committee. This issue was planned and produced by the committee chairman, Judi Bloch. We welcome contributions on any subject related to PWVTA purposes as a tenants' organization. Articles and letters should be submitted to Apt. 9-D, 400 CPW. The deadline for the May issue is April 30, 1983.

SECURITY: Burglars Hit Park West Village

A rash of burglaries has struck Park West Village. Because of similarities in the cases, police have concluded that a professional lockpicking burglar is at work.

The opinion of many tenants that the PWV security force is insufficient and ineffectively deployed has been conveyed to PWV Manager Myron Marmorstein. He has said that security officers have been redeployed and that an additional officer has been hired.

Officer Lang of the 24th Precinct says the problem has been referred to the police Anti-Crime unit, which will make special checks in our buildings.

What can we do?

* Be sure you have two high quality locks with guard plates on your door. Get the

advice of your locksmith. Medeco Bodyguard and Fichet locks are highly recommended.

* Make sure that peepholes on your door and your neighbor's doors have not been covered. One device used by the burglar is to cover peepholes of apartments adjacent to those being burglarized.

* Should you see anyone acting in a way to make you suspect an attempted breakin, call 911. Say, "Burglary in progress at (address, apartment number.) My name, address, apartment are..." Stay in your apartment. Call neighbors.

* Inform your building representatives of any burglaries, and write details to PWVTA, Box 1216, Cathedral Station, N.Y., N.Y. 10025, so we have a record.

ONE LAW FOR OUR SIDE

by Arthur Mitchell

Consider this sampling of housing court decisions:

One tenant won a reduction of \$100 a month for each month the landlord failed to provide adequate air conditioning.

Another won a reduction of \$835.11 because of the landlord's 29-month delay in fixing a bathroom ceiling leak.

A third paid a carpenter \$118 to seal the cracks between the floor and the walls to keep roaches out of her apartment. She then deducted the \$118 from her next rent check.

The landlord took her to court. But the judge ruled the deduction was justified because the landlord's failure to control the roaches violated the *Warranty of Habitability* as defined in Section 235B of the N.Y. State Real Property Law.

Most laws dealing with housing favor the landlord. But as these and hundreds of other cases make clear, the *Warranty of Habitability* law gives tenants a powerful weapon against landlords who fail to provide essential services.

A lease, the law says, is a two-way contract. You as tenant agree to pay your rent each month, not to damage the landlord's property, nor be a nuisance.

The landlord guarantees he will provide all the services needed to make your apartment and building safe, sanitary, and fit places to live. He must furnish enough heat all winter; hot water all year; fumigate apartments against roaches and other pests; keep public halls well lit and clean; keep outside doors locked and intercoms working; dispose of garbage regularly; make repairs in reasonable time; and maintain whatever services were provided when you signed your lease.

Should you as a tenant default on your part of the contract, the landlord has a remedy: eviction. Equally, when manage-

ment defaults on its part of the contract, you have a legal remedy too—you can deduct part of your rent as compensation for the faulty service or delayed repair for as long as the condition persists. When you do this, you must notify management that you're withholding under the *Warranty of Habitability*.

Because this is a legally sanctioned action, the landlord cannot retaliate in any way. He can argue in housing court that no breach of the *Warranty* actually occurred. Should the court agree, all you need do is pay what you deducted.

This law is potent because it hits the landlord where it hurts—in the pocket. It can be used successfully by individuals, and it can be extremely potent when used by a group of tenants with the backing of their tenants association. Here are some suggestions on how to proceed in Park West Village, based on how others have done it:

1. Organize watch-dog committees in each building, rotating the membership monthly. The committee monitors the supply of heat and hot water, the elevators, the intercom, pest infestation, etc., recording every instance, including date and time, when the guarantee of proper service and repairs was violated.

2. Call the Building Department Complaint Office, 960-4800, to register every violation as *proof* of the breach. Registering the complaints is essential if you are contemplating withholding part of your rent.

3. At the end of the month total up all violations and untended repairs and how many days each condition lasted.

4. Contact the PWVTA Legal Committee to see how to proceed from there.

Once management learns that watchdog committees are on the job, we'll all enjoy a better place to live.

ORGANIZATION TO RESIST CONVERSION SHOULD BEGIN NOW

by Irving Greenbaum

Co-op or condominium conversion is, in my opinion, the most serious potential threat facing Park West Village tenants. Eviction from our homes, which is what would happen to many of us under a successful eviction-type conversion plan, is not only a traumatic experience—it has significant economic and social implications as well. Furthermore, conversion is a more insidious threat than other encroachments on our well-being as tenants. We are only too painfully aware of the immediate problems of security, maintenance, and rent overcharges. We are not only aware—we tend to be united in dealing with such problems. Conversion, on the other hand, tends to be ignored until the landlord has made an overt, public move. The ensuing confusion, fear, and tendency toward tenant disunity under such circumstances make this a period altogether unsuitable for proper organization and response to the threat to our homes. Organization and resources should be in place *before* conversion proposals are received; we should be knowledgeable and prepare well before the event.

Unlike the problems of security, maintenance, and rent overcharges, where the role of the PWVTA is clearly understood, there is, sometimes, confusion regarding the proper role of the PWVTA on the subject of conversion. This role is fundamental and should be as clear and unambiguous as is the role of the PWVTA on matters of security, maintenance, and rents. The PWVTA, by charter as well as by name, is a tenants' organization. The function, the purpose, the rationale of tenants' organizations is to protect and pursue the interests of tenants. It is the objective of the PWVTA to preserve decent rental housing, properly maintained, at fair rents that low and moderate income tenants can afford and to work with others whose objectives are similar to ours. Given this objective, it should be clear that the PWVTA has no responsibility to assist those making private investment decisions on conversion—decisions which may require the eviction of many of their neighbors and will inevitably eliminate rental housing. It is altogether inappropriate for a tenants' organization to support proposals and take actions which require the eviction of tenants or which eliminate rental housing. The objectives of tenants organizations and the private real estate investment goals of individuals are irreconcilable.

Additional background on these matters should be considered:

The construction of Park West Village, which began in the 1950's, was subsidized by the federal government under Title I of the Federal Housing Act of 1949. These Title I subsidies, which paid for the land and buildings that formerly occupied the

site, were provided for the express purpose of eliminating slums and relieving a severe housing shortage for people of low or moderate incomes. Park West Village was built as moderate-income rental housing. The agreement between the government and the developer of Park West Village stipulated that, no matter who owned Park West Village, there could be no change in the land use as planned for 40 years after completion of the project, unless the City Planning Commission and the Board of Estimate approved the change in advance. The project was completed between 1959 and 1962.

The question has since arisen: would the conversion of Park West Village from rental housing to co-operative or condominium housing be a change in land use? At the suggestion of some PWVTA Legal Committee members, Assemblyman Jerrold Nadler requested an opinion from Attorney General Robert Abrams. In October 1982 his office issued an informal opinion that conversion would be a change in land use. The opinion made clear that **the attorney general's office could not accept a conversion plan—and thereby allow the sponsor to begin selling apartments—unless the sponsor had first obtained the approval of the City Planning Commission and the Board of Estimate.**

Conversion of Park West Village in any form in this century would most certainly violate the public trust.

The ruling by the Attorney General does afford us a degree of protection beyond state conversion laws and thus beyond the protection enjoyed by most other New York tenants. The landlord would have to persuade the Board of Estimate (which includes the mayor, controller, city council president, and five borough presidents) to allow a conversion plan to be offered. Furthermore, the landlord and the state would have to bear the cost of any litigation aimed at invalidating the ruling.

This additional protection notwithstanding, the possibility of conversion exists. The landlord can be expected to use his considerable influence to obtain decisions favorable to his own plans.

If the landlord is permitted to make an offering, we might still, on our own, prevent conversion under an eviction plan. But we could not, by ourselves, prevent a noneviction conversion.

An eviction plan cannot go into effect unless it is approved by at least 51 percent of tenants not exempted from eviction. Tenants over the age of 62 and tenants who are disabled may gain exemption from eviction. If 51 percent of nonexempt tenants enter into a contract with one another not to buy apartments—the so-called No

Buy Pledge—they can prevent implementation of an eviction plan.

The case is different if the landlord should seek to offer a noneviction conversion plan. The only sure way to block a noneviction plan is to make sure that the attorney general's office does not accept it.

A noneviction plan requires only 15 percent approval—and that approval can be solicited entirely from outsiders. Your apartment could, under a noneviction plan, be purchased by a nonresident. Maintenance, painting, replacement of old appliances and fixtures could then become a hodge-podge of dealings and arrangements with a whole bevy of owners and "landlords." Furthermore, when such an apartment is vacated, it may be rented at whatever the market will bear. Rent stabilization is then permanently eliminated.

The steady erosion of the supply of rental housing and continued gentrification of many areas of the city have other important implications. A dwindling supply of rental housing at reasonable rents puts upward pressure on rents in the remaining stock of rental housing. The expansion of gentrification changes neighborhoods. Attractions which should be available to all—including especially those attractions financed and maintained by the government through our taxes—become the preserve of people who can make appropriate down payments and financial arrangements as apartment owners. This state of affairs is as unwholesome in its effects on the city as it is inequitable to the inhabitants thereof.

From the above discussion, several things should be clear:

The response of the PWVTA to conversion should not hinge on specific aspects of a particular plan in the context of prevailing and prospective economic conditions. It is not a matter of this interest rate, that price, or your marginal tax rate. In principle, and in accordance with our charter, it is the responsibility of the PWVTA to join with other appropriate groups to safeguard and strengthen tenant rights.

It is the responsibility of the PWVTA to work with others to preserve and, if possible, expand the supply of rental housing in our city.

It behooves all of us to give the question of conversion appropriate attention and to examine thoroughly its implications.

This is the first of a series of articles that we would like to run on the implications of conversion. We would welcome your comments on this article and your suggestions for future coverage of the subject.

SOCIAL ACTIVITIES

by Lois-Anne Hoffmann

The international dinner at Trinity Evangelical Lutheran Church was a success. The spare-ribs, lasagna, chicken (three versions), black beans/rice, Jambalaya, cole slaw, macaroon cake, cheese cake, apple, cheese and cherry strudles, flan, and many other wonderful dishes were enjoyed by all who attended. We made over \$200 for the PWVTA.

Special thanks to the local merchants who made the following contributions: Bernabe Cabarera/MET FOOD—all the plates, cups, napkins, coffee, tea, rice, utensils, trash bags, soda, Claire and Nathan Fein of BUY-RITE WINE & LIQUORS—red and white wines. WOOLWORTHS—the tablecloths.

Mrs. Bernstein of 400CPW won our door prize of a bottle of sherry. She says it is the first time she has ever won a raffle—congratulations.

My personal thanks to Clare Antonowsky, Mildred Antonowsky, Sylvia Diaz, Lucille Donte, Terry Murphy, Jacqueline Pearlman, Shirley Sanders, Florence Washington, and Maeva Yao, without whose help we would not have gotten set up or cleaned up. You are terrific.

My only disappointment of the evening was that the majority of the Executive Board did not make an appearance. So much for caring.

As the out-going chair of the Social Activities Committee I say thank you to those who enjoyed the past year's activities. It was my pleasure to serve you.

LEGAL COMMITTEE

by Carl Harm

The PWVTA Legal Committee is responsible for defending tenants' rights and interests through the C.A.B., the courts, and other legal channels, such as the state attorney general's office.

Since litigation is expensive, the Legal Committee must carefully set priorities in considering court cases and, of course, cannot commit PWVTA money without Executive Board approval.

Current Legal Issues

At present, we must decide on a court challenge of the C.A.B.'s approval of rent increases for alleged capital improvements in five buildings. Other current issues worthy of consideration are: the charges for new (or allegedly new) equipment, especially as forced upon new tenants, and the inclusion of these charges in the base rent; the safety of the Park West Village playgrounds; some aspects of the provision of security against crime; the practice of making lockout service for tenants who have lost their keys conditional on the tenants paying off debts (real or alleged) to management, thus effectively evicting them; the inordinate delays that sometimes occur in providing rent histories; and the question of whether management in refusing to rent vacant apartments in some buildings is vio-

SCHOOL BOARD ELECTIONS

by Harriet Gelfan

On May 3rd elections for the local school boards take place. Here in New York the central Board of Education is appointed, but effective operation and control of the elementary and junior high schools is decentralized and policy for them is set by elected district school boards.

We are in School District 3, which covers the West Side above 59th Street. District 3 has 18 elementary schools and 4 junior high schools.

All is not well with our schools. Only two rank in the first hundred city schools in terms of the reading level of the children. In some schools in the district less than one third of the children are reading at or above grade level.

Some of this failure may be due to our local school board, which has been in disarray for the past few years. Its meetings have been marked by constant bickering

and contention, which have prevented it from dealing with educational issues and services for children. Its chairman was convicted of embezzlement of school funds. The board fired the district superintendent summarily. It ousted the principal of the district's most effective junior high (IS 44): a court order, however, reinstated her.

At least three slates of candidates are contesting the election. It behooves each of us to inform ourselves of the issues and then to vote on May 3. All registered voters and all nonregistered parents of children in the schools are eligible to vote.

The state of our schools has a lot to do with the state of our community. We owe it to ourselves and to the children of our area to support the election of a school board dedicated solely to the improvement of education here on the West Side.

Remember to vote on May 3rd.

INTEREST ON RENT OVERCHARGES

The PWVTA is gathering information on rent overcharges in Park West Village.

If you as a tenant have won a rent credit because of a rent overcharge, then we would like to hear from you. Get in touch with the Legal Committee (chairman: Carl Harm, 866-2965) and give us the facts: How big was the overcharge? When did the overcharge begin, how long did it last, and when was reimbursement completed?

The Legal Committee has been authorized by the Executive Board to seek the advice of an attorney on the possibilities for

a court test of the C.A.B. policy of not requiring the payment of interest on rental overcharges. Under present C.A.B. policy, the landlord is required only to give a rent credit equal to the amount of any overcharge. He is thereby given an incentive to overcharge. In addition to not having to pay any penalty for an overcharge, the landlord has control of the tenant's money during the time of the overcharge and until the rent credit is exhausted. This is the equivalent of a compulsory, interest-free loan.

lating the Title I agreement under which Park West Village was built.

Assistance to Individual Tenants

The Legal Committee provides assistance to individual PWVTA members in many matters. These include checking the rent histories of their apartments, determining whether overcharges have been built into the base rent, and filing complaints with the C.A.B. about overcharges or other violations. On occasion, the Legal Committee will seek the guidance of an attorney on a tenant's problem, but tenants may not contact our attorney directly.

KNOW YOUR NEIGHBORHOOD

by Vic Wagner

In the 19th century a hospital for patients with "curable cancer" was built in our neighborhood. It was designed to have no corners, as the theory of the time was that cancer germs grow in corners. Where is the building?

Answer: The Towers at 106th St. & CPW.

PARK WEST VILLAGE TENANTS' ASSOCIATION

P.O. Box 1216, Cathedral Station, N.Y., N.Y. 10025

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