

The Park West Tenant

Volume 12, Number 7 *The Newsletter of the Park West Village Tenants' Association*

December 1987

PWVTA MONITORS PERSISTENT ELEVATOR BREAKDOWNS

The PWVTA is continuing to monitor elevator malfunctions in all Park West buildings. The record continues to accumulate despite the start, in September 1987, of a management program to "thoroughly rehabilitate" the elevators.

The rehabilitation of all 25 elevators was begun in response to a complaint filed with the Department of Housing and Community Renewal (DHCR) by more than 200 tenants in 400 CPW. In their complaint, filed last April, they presented DHCR with a detailed record of malfunctions, ranging from tenants being stuck in a closed elevator for up to an hour to tenants having to walk up 19 flights of stairs because there was no elevator service, and to compensate them for the reduction in services they asked for a reduction in rent.

To help us document our complaints about elevator malfunctions, we urge all tenants in every building to keep a record of every elevator malfunction and the date and time it occurred and to report it to Park West Village management (daytime 865-7000, evening 222-4300), to the Building Department (312-8706), and to your PWVTA building representative. The results thus far of the rehabilitation are not encouraging. In 400 CPW's west wing there continue to be periods when no elevators are working.

The PWVTA supports the DHCR complaint. But because the DHCR is notoriously slow in granting relief, the PWVTA Executive Board has also indicated its willingness to provide legal support for a withholding action under the Warranty of Habitability Law if the elevator problems persist.

RECENT CHANGES AT PARK WEST

THE PACKAGE ROOM has been moved out of the 372 CPW basement and reestablished at the far east end of the 400 CPW basement, in the room formerly inhabited by the guard dogs.

THE DOG ROOM has been reestablished in the basement of 392 CPW. We hope the new dog room has better soundproofing than the old one. Tenants who are disturbed by barking should notify the PWVTA and complain to management.

TENANTS AT 792 DEPRIVED OF GAS FOR 15 DAYS

If you think it's bad living with decrepit elevators that never come, forcing you to climb a dozen flights of stairs with a full shopping cart, try living without gas in your apartment for as long as 15 days. Imagine stumbling into the kitchen at dawn expecting to boil water for coffee and discovering that the stove won't go on or having to spend money you had been saving for the holidays to buy restaurant food for all your family meals or to buy an electric coffee pot and microwave oven in order to cook at home. That's just some of what happened to tenants at 792 Columbus after a gas leak was detected and the gas supply had to be turned off throughout the building.

The crisis for most tenants began Wednesday morning, October 28, when stoves refused to work and showers were icy cold. By 9 A.M., after most tenants had left for work, management had posted and delivered notices (dated October 27) stating that Con Edison had shut down gas lines, the building would be without gas, heat, and hot water, and tenants should be home that afternoon to let workmen into their apartments. Heat and hot water were restored that afternoon through an emergency power source, but no workmen came to the apartments of tenants who were at home.

Tenant alarm mounted on October 29. During the day workmen capped gas lines in some apartments. In one, while breaking through a living room wall to gain access to a gas line, they broke pieces of chinaware.

That evening, more than 100 tenants met in the lobby to discuss the crisis. Park West manager Alexander Butkevich attended the meeting and was peppered with questions, complaints, and suggestions.

Because the sources of gas leaks were not known, all the apartments in a line had to be checked and found free of gas leaks before gas could be restored to the line. This presented problems of access, scheduling, and communications. To facilitate access, many tenants had to leave their top locks unlocked on days when workmen or inspectors were scheduled to come.

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Many tenants are undecided about whether or not to buy apartments. As a tenants' association, we say DON'T BUY, not on the merits (or demerits) of the investment for individuals, but because it diminishes the supply of affordable rental housing. Whereas owners want the sale value and the rental value of their investments to rise, the tenants' association wants housing costs to come down.

Tenants who are contemplating the purchase of an apartment should not expect the tenants' association to divert its resources to getting a good deal for them. They should get together, hire their own engineer and lawyer, and bargain on their own behalf. The tenants' association and the buyers' group can cooperate in areas where our concerns genuinely coincide, such as getting prompt and thorough renovations of elevators, roofs, and laundry rooms.

PWVTA QUESTIONNAIRE RE MAINTENANCE AND SERVICE

The PWVTA is planning to circulate a questionnaire to all rental tenants in all of the buildings. The purpose of the questionnaire is to find out whether walls, floors, appliances, plumbing, wiring, elevators, and other facilities have been maintained according to the requirements of the law, whether tenants are getting all the services to which they are entitled by law, and whether there have been any reductions in services over the years. The questionnaire will also try to find out whether tenants have observed or experienced racial discrimination in the renting of apartments or the delivery of services, whether tenants have been forced to pay for services that they are entitled to without charge, whether tenants have been harassed by management for such things as alleged nonprimary residency, keeping a dog, or carrying on a profession in their apartments, and whether tenants have observed or experienced any changes in maintenance, services, rental practices, or the treatment of renters since the conversion process began.

We urge all renters to complete the questionnaire and return it to the PWVTA. Your answers will help us to protect the rights of renters in Park West Village.

The privacy of everyone who completes the questionnaire will be fully respected. No names or apartment numbers will be disclosed without permission.

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Starting on October 30, a security desk was set up in the lobby to protect the unlocked apartments from burglars. Repairs were made on weekends as well as weekdays. Inspections by the City and Con Edison were coordinated. Management also posted daily progress reports.

But though scheduling and communications improved, the work did not proceed without hitches. Work schedules were hard to predict because when a gas leak was found a wall had to be broken and the old gas line replaced with a new one. As a result, there were still problems in gaining access to some apartments. Work was also delayed by the building's notoriously unreliable elevator service.

Tenants in some apartment lines had gas service restored within the week. But others waited for up to 15 days. Although gas service was restored to all apartments by November 12, the repair job was not yet finished. Walls that had been broken had to be rebuilt and painted. The driers in the laundry room were still disconnected.

The tenants in 792 are relieved that no one was killed in a gas explosion. But they also want financial compensation for the gas service they paid for in their rent and didn't get and for the extra expenses they incurred for restaurant food and deliveries, electrical cooking appliances, and electricity. They are asking management for a rent rebate, and if appropriate compensation is not offered they plan to withhold a portion of their rent under the Warranty of Habitability Act. The PWVTA has offered legal support for such a group withholding action. Because Park West management has not revealed the cause of the gas leaks and because its building maintenance has always been mostly cosmetic rather than structural, the PWVTA has also requested a gas inspection in the other Park West buildings.

PHONE NUMBERS FOR TENANT COMPLAINTS

Park West management

Office: 865-7000 (weekdays & early evening)
Security: 222-4300 (nights & weekends)

New York City

Housing Complaints re absence of essential services (e.g., heat, hot water, elevator service): 960-4800, 24 hours a day

Elevator Malfunctions (Building Department): 312-8706

Asbestos Inspections: 566-3075

WHAT IS HARASSMENT?

Because of our Court action the harassment campaign of the landlord was stopped. However, we must remain on the alert.

According to the new Rent Stabilization Code, effective May 1, 1987, harassment is any course of action by a landlord or his agent which "interferes with or disturbs... the privacy, comfort, peace, repose or quiet enjoyment of the tenant in his or her use or occupancy of the housing accommodation". Harassment is also any course of conduct "intended to cause the tenant to vacate" his or her apartment "or waive any right afforded under this Code." This definition is taken from the Stabilization Code, Section 2525.5.

If you think you are being subjected to harassment, inform the PWVTA of the facts: phone the Hot Line or the Chair of the Legal Committee.

"WHEN MUST I SHOW MY APARTMENT?"...

is a question many tenants in the two converted buildings have asked. The State Department of Housing and Community Renewal (DHCR) specifies that "...the tenant shall have been given at least 5 days notice of the inspection or showing, to be arranged at the mutual convenience of the tenant and owner so as to enable the tenant to be present at the inspection or showing..." (Rent Stabilization Code, Section 2524.3, (3))

HEAT AND HOT WATER REQUIREMENTS

Under the New York City Housing Maintenance Code heat is required from October 1 through May 31 whenever the outdoor temperature falls below 55°F. between the hours of 6 A.M. and 10 P.M. or below 40°F. between 10 P.M. and 6 A.M. The indoor temperature must be at least 68°F. from 6 A.M. to 10 P.M. and at least 55°F. from 10 P.M. to 6 A.M. Hot water is required at a minimum temperature at the tap of 120°F. 24 hours a day.

ATTENTION: PARENTS AT 784, 788, 792 COLUMBUS

The playground behind 784 has had bucket seats installed on the swings, making them appropriate for tots but not for the older children who usually play in that area. Previously these swings had seats for older children.

The playground behind 792 has swings equipped for small children. Management is willing to change the swings in the 784 playground (there was apparently some error on the part of the supplier) to seats that would accommodate older children.

The PWVTA would like to have your reaction to this proposal. You may call us at 662-2610 or write us at Box 20339, Cathedral Finance Station, New York, N.Y. 10025.

RENT GUIDELINES FOR OCT. 1, 1987-SEPT. 30, 1988

Tenants in rent-stabilized apartments with new or renewal leases that take effect between Oct. 1, 1987, and Sept. 30, 1988, are subject to the following increases over the prior rent:

RENEWALS IF PRIOR RENT WAS ABOVE \$325:

One-year lease	3 percent increase
Two-year lease	6.5 percent increase

RENEWALS IF PRIOR RENT WAS BELOW \$325:

A tenant whose prior rent was below \$325 must pay the 3 percent increase for a one-year lease renewal or the 6.5 percent increase for a two-year lease renewal and may, in addition, be required to pay a supplementary increase of up to \$10 under certain conditions. These conditions are: (1) the tenant must not have been charged a supplementary increase for a renewal lease that took effect between Oct. 1, 1986, and Sept. 30, 1987; (2) the regular and supplementary increases can bring the monthly rent to no higher than \$334.75 for a one-year lease or \$346.13 for a two-year lease.

NEW LEASES ON RENT-STABILIZED VACANT APARTMENTS:

A new tenant in a rent-stabilized apartment must, in most cases, pay a vacancy increase of 10 percent over the prior rent in addition to the 3 percent increase allowed for a one-year lease or 6.5 percent increase allowed for a two-year lease. This brings the total allowable increase to 13 percent for a one-year lease or 16.5 percent for a two-year lease on a vacant apartment. However, a new tenant may not be charged a vacancy increase if a previous tenant of that apartment was charged a vacancy increase for any lease taking effect between Oct. 1, 1986, and Sept. 30, 1988.

Most housing laws favor the landlord. But the Warranty of Habitability, part of the State Real Property Law, gives tenants a powerful weapon.

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 services needed to make your apartment and building safe, sanitary, and fit places to live. He must furnish enough heat during the heating season and hot water all year; prevent infestation by roaches and rodents; dispose of garbage regularly; keep outside doors locked and intercoms working; maintain all the services provided when you signed your lease; and make repairs in a reasonable time.

Should you as a tenant default on your part of the contract, the landlord has a remedy: eviction. Equally, when the landlord defaults on his 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 it persists. When you do this you must notify management that you're acting under the Warranty of Habitability.

The potency of the Warranty was proved by the PWVTA when Park West tenants withheld part of their rent to compensate for sanitation and other services they had paid for but didn't get during the 1976 strike by Local 32B maintenance workers. In 1979 their claim was upheld by the state's highest court, the Court of Appeals.

Here are a few suggestions on how to prepare for action:

- 1) Monitor essential services. Record every instance, including date and time, when the guarantee of proper service and repairs was violated.
- 2) Notify management or security of every violation. Also, as proof of the breach, register every violation with the City's Housing Complaint Bureau (960-4800, 24 hours a day).
- 3) Total up the violations and untended repairs and how many days they lasted each month.

For further information on how to proceed, call the PWVTA Legal Committee Chair (866-2965) or PWVTA Hot Line (662-2610).

PWVTA SERVES ALL RENTERS, ALL RENTERS SHOULD JOIN

The PWVTA has been protecting rental tenants for more than a dozen years. Since 1975

PWVTA legal actions have saved tenants of every apartment thousands of dollars in rent increases (because of our actions the courts denied the landlord a 6.9 percent "hardship" rent increase retroactive to 1975). PWVTA legal actions have secured the right of renters who are denied essential services to withhold rent under the Warranty of Habitability Act. PWVTA legal actions have obtained lease renewals for several hundred renters whose rights to a lease had been challenged by the landlord and obtained a court injunction ordering the landlord to cease his harassment of renters in Park West Village.

PWVTA letter-writing campaigns and lobbying activities have helped to save the rent stabilization laws and to reduce rent increases.

PWVTA newsletters and bulletins have kept tenants informed of their rights, problems, and opportunities as renters.

PWVTA complaints about reduced services have forced the landlord to make long-overdue repairs of leaky roofs on several buildings and to begin some overdue repairs of elevators.

The PWVTA Hot Line -- 662-2610 -- has enabled tenants to communicate their specific problems as renters and, if they are PWVTA members, to get PWVTA assistance in resolving them.

These PWVTA activities depend on members, money, and participation by members. If you are a rental tenant in Park West Village, become a PWVTA member (only \$50 annually), make an extra contribution if you can (we have a legal debt of about \$27,000), and help us in our work.

PARK WEST VILLAGE TENANTS' ASSOCIATION

P.O. Box 20339, Cathedral Finance Station New York, N.Y. 10025 (212) 662-2610

Name _____

Building and Apt. No. _____ Telephone _____

\$50 check for 1987 membership dues enclosed. Legal Fund contribution \$ _____

Make check payable to PWVTA. Please clip this coupon and give it with your payment to your Building Representative or mail it to the above address. Please do not mail cash. Your membership card will be sent to you. (If you cannot pay the full amount, please pay what you can.)