

The Park West Tenant

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The Newsletter of the Park West Village Tenants' Association

January 1988

INJUNCTION ISSUED AGAINST HARASSMENT

On Dec. 24, 1987, Judge Kenneth L. Shorter of the New York state supreme court issued an amended order enjoining harassment of renters in Park West Village. The order is substantially similar to the order of May 6, 1987, which was reported to tenants in a PWVTA special bulletin last May.

The December 24 order also includes findings of "numerous individual instances of departure from approved norms of landlord-sponsor conduct...."

The order enjoins and restrains the Park West Village managers and conversion sponsors from the 12 forms of harassment specified in the findings. The order also states clearly that the injunction is not limited to these 12 actions but encompasses any harassment of tenants.

Among the forbidden actions are various maneuvers aimed at making lease renewals difficult or impossible (including commencing an eviction proceeding on baseless charges of nonprimary residence, illegal subletting, or illegal occupancy or on frivolous charges); "rejecting or returning tenants' rent checks more than one week after their receipt;" "failing to provide tenants with renewal leases at least 30 days prior to the expiration of their current leases...;" "unreasonably refusing to advise tenants of uniform subletting policy and unreasonably refusing to grant permission to tenants to sublet...;" "making telephone calls or causing them to be made, and visiting apartments, between the hours of 9:00 P.M. and 8:00 A.M., except in emergencies...;" "imposing regulations concerning deliveries and other matters without notifying tenants in writing;" "discouraging tenants from seeking information or registering complaints;" and "failing to extend to nonpurchasing tenants all rights and privileges ...provided by the Rent Stabilization Law..." and other laws and regulations.

The injunction applies to renters in 372 CPW and 382 CPW as long as the sponsor owns any apartments. The injunction will protect tenants of other Park West buildings as soon as the management or sponsor begins

1988 MEMBERSHIP CAMPAIGN LAUNCHED

DUES FOR 1988 REDUCED TO \$35

At a PWVTA membership meeting held on Jan. 11, 1988, a motion was made and passed to cut the cost of membership for 1988 to \$35. The 1988 membership campaign is now under way in the building lobbies and door to door. Dues can be paid through your floor captains or building representatives or by mail to PWVTA. We hope you will renew your membership. The strength of the PWVTA comes from its members.

DON'T DELAY, JOIN THE PWVTA

conversion procedures. In addition, "...the provisions of this order shall constitute guidelines as to all buildings at Park West Village as long as a conversion plan is pending and until the sponsor no longer holds any shares..."

Thus the order applies directly to 372 CPW and to 382 CPW and to any other buildings in which the conversion process has been initiated. The order applies indirectly to other Park West Village buildings.

The PWVTA, acting through the attorney general's office and the courts, has, for the time being anyway, stopped management's harassment campaign dead in its tracks. While this campaign was aimed primarily at tenants in 372 and 382 CPW, it was not limited to these two buildings.

We must remain alert. According to the Rent Stabilization Code, harassment is any course of action by a landlord or his agent that "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."

If you think you are being subjected to harassment, inform the PWVTA of the facts: phone the Hot Line (662-2610) or the Legal Committee Chair (866-2965).

A LETTER TO THE EDITOR

In an editorial in the last issue of the newsletter you stated quite correctly that the PWVTA opposes conversion because we want to preserve rental housing for moderate-income people. Agreed! I share your concern in general, but you put it so abstractly. I want to save my own rental apartment, which is a much better deal for me than gambling on the real-estate market by buying an over-priced apartment that I cannot afford.

"Faithful Reader"

TEN GOOD REASONS FOR NOT BUYING AN APARTMENT

- 1) You don't have to buy to keep your apartment. You cannot be evicted by the sponsor of the conversion or any purchaser.
- 2) As a renter you retain all your rights under the Rent Stabilization laws, after conversion, as before.
- 3) Monthly costs for the condo may be three times your present rent because of interest (paid on a mortgage loan and lost on a down payment), common charges, and real estate taxes. This expense excludes payments to amortize the mortgage.
- 4) Common charges are likely to rise much more than rents.
- 5) You will be responsible for all the costs of interior maintenance.
- 6) Your down payment could be lost if you fail to meet financing requirements in the specified time.
- 7) Your total investment could be lost if, because of a pay cut, job loss, or disabling illness, you are unable to make mortgage payments on time.
- 8) Income tax deductions for interest and real estate taxes paid are worth much less now than in the past because of the big cuts in tax rates.
- 9) You may lose money regularly if you buy and then rent out an apartment. Your monthly payments for mortgage interest and amortization, common charges, and taxes will probably be much higher than the rent you can get.

WHAT HAPPENS IF SOMEONE BUYS MY APARTMENT?

A purchaser of a residential apartment occupied by a tenant will purchase subject to the terms and conditions of the existing lease or tenancy. A nontenant purchaser will be required to pay the common charges for his apartment, whether such common charges are greater or less than the rent received from the tenant in occupancy, and will be entitled to receive all rent payable by the occupant. Such purchaser will also be responsible for all the obligations of the landlord under the lease or tenancy of the tenant and under the Omnibus Housing Act of 1983, including the obligation to offer renewal leases at rents determined in accordance with law. The purchaser will have the further obligation of repair, replacement, and maintenance of the plumbing fixtures, refrigerator, range, light fixtures, and other appliances and equipment in the apartment, as well as painting of the apartment.

In accordance with Section 352-eeee of the New York General Business Law, all residential apartments occupied by nonpurchasing tenants must be managed by the same managing agent who manages all other residential apartments in the building, and the managing agent is required to provide to nonpurchasing residential tenants all services and facilities required by law on a nondiscriminatory basis. Such services and facilities may exceed those provided to unit owners, who will be responsible for maintaining and repairing the interiors of their own apartments.

A purchaser of a residential apartment occupied by a tenant will be obligated to (1) appoint the managing agent as his agent to perform all services required and (2) deposit with the managing agent an amount equal to at least two months' common charges to be used as working capital to furnish services required under the nonpurchasing tenant's lease and applicable laws. Upon notice by the managing agent that the deposit has been diminished it must be replenished by the purchaser.

- 10) You may have to take a severe loss on the sale of the apartment if the real estate bubble bursts or there is a severe economic recession. This has happened many times all over the country.

A BALCONY OF PIGEONS

Question: A family of pigeons is in permanent residence on the balcony of my rent-stabilized apartment. I have not been able to rid myself of these pests. So far my landlord has refused to deal with the problem. Is it my responsibility or my landlord's to remove them?

Answer: Landlords are responsible for removing pigeons, which are considered to be public health nuisances. Either you or your landlord can contact the Bureau of Animal Affairs in the city's Department of Health. This office addresses public nuisances in which animals or birds are involved. It can help determine the cause of your pigeon problem, but it is not an extermination service.

It is against the law to kill pigeons, but the agency can require that your landlord either set humane traps for the pigeons so that they can be moved to another location or screen in your balcony to discourage them.

(Note: the above article is reprinted from The New York Times Real Estate Section question and answer column. If you have a pigeon problem, make sure to notify both the landlord and the Health Department.)

HARASSMENT BY GUARD DOGS?

Prolonged loud barking by guard dogs, late at night and in the wee hours of the morning, is disturbing the repose of tenants who live above the new Dog Room in 392 CPW. The guard dogs have also been observed fouling up PWV gardens and the areas near bushes.

The noise and the mess are not the fault of the guard dogs. They are just doing what dogs do. Management must take responsibility for soundproofing the Dog Room and for making the Security officers, like other New Yorkers, clean up after their dogs.

PHONE NUMBERS FOR TENANT COMPLAINTS

Park West Management
Office: 865-7000 Security: 222-4300

New York City
Housing Complaints--for lack of essential services: 960-4800, any time day or night
Elevator Malfunctions: 312-8706
Health Department: 285-9503
Police (24th Precinct): 678-1811

HOW TO GET THE SERVICES YOU'RE ENTITLED TO

- 1) Know the services you're entitled to as a rent-stabilized tenant in Park West Village.
- 2) Ask for these services. See what happens.
- 3) Monitor the delivery of services. Keep a record of every failure to provide proper service and every reduction of service, including date, time, and how it affected you.
- 4) Notify management or security of every violation. Also, as proof of your complaint, register it with the City's Housing Complaint Bureau (960-4800, 24 hours a day).
- 5) If the violation persists, exercise your right to put financial pressure on the landlord. You can do this in either of two ways. One way is to withhold a portion of your rent and notify the landlord that you are acting under the Warranty of Habitability. This is by far the fastest and surest way to gain redress, but you will have to go to Housing Court. The other way is to file a complaint with the Department of Housing and Community Renewal (DHCR) and ask the DHCR to grant you a reduction in rent.

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

ARE YOU GETTING ENOUGH HEAT?

Landlords must provide heat from October 1 through May 31 whenever the outdoor temperature falls below 55°F. between 6 A.M. and 10 P.M. or below 40°F. between 10 P.M. and 6 A.M. Landlords must provide enough heat to bring the indoor temperature to a minimum of 68°F. from 6 A.M. to 10 P.M. and at least 55°F. from 10 P.M. to 6 A.M.

WHAT REPAIRS ARE YOU ENTITLED TO AS A RENTER?

The landlord is legally responsible for making needed repairs in your apartment, whatever the problem, whether your refrigerator breaks down, the plumbing needs fixing, a window is cracked, or the plaster is falling. And this holds true even when you yourself have accidentally caused the problem. Only if you had caused the damage through gross negligence or deliberation would it be your responsibility to pay for repairs.

LEGISLATION TO OUTLAW WAREHOUSING

Mayor Koch and Governor Cuomo have both said that they would like to outlaw the warehousing of rental apartments in New York City. But neither has done much to push for passage of the anti-warehousing bills that have been introduced in the City Council and the state

legislature. Without strong executive support both bills will languish in committees indefinitely. We urge all tenants to send letters or postcards to Mayor Koch and Governor Cuomo urging them to use their power to get the anti-warehousing bills out of committee and enacted into law right now.

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PWVTA SERVES ALL RENTERS, EVERY RENTER 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 (because of our actions the courts denied the landlord a 6.63 percent "hardship" increase retroactive to 1975). PWVTA legal actions have proved the potency of the Warranty of Habitability Act and given renters who are denied essential services the confidence to withhold rent under the Act. PWVTA legal actions have obtained lease renewals for several hundred renters whom the landlord was trying to harass into moving on baseless or frivolous charges of nonprimary residence or illegal occupancy. PWVTA legal actions have obtained a court injunction ordering the landlord to cease all harassment of renters in Park West Village.

PWVTA letter-writing campaigns and lobbying have helped save rent stabilization and keep down rent increases. The PWVTA is currently engaged in campaigns for the enactment of laws to outlaw the warehousing of apartments and to restore rent stabilization for vacant apartments in converted buildings.

PWVTA newsletters and special bulletins have kept tenants informed of the common concerns and problems of Park West Village renters, the legal rights of rent-stabilized tenants, and the progress of PWVTA legal actions, PWVTA campaigns, and PWVTA complaints.

PWVTA complaints about reduced services have brought many improvements to Park West Village. They have forced the landlord to make long-overdue repairs of leaky roofs on some buildings and to make a few overdue repairs of elevators. The campaign for proper repair of decrepit neglected elevators is continuing, as is a campaign to get the laundry rooms equipped with washers and driers that work.

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

These PWVTA activities depend on members, money, and participation. If you are a Park West Village renter, become a PWVTA member --only \$35 for all of 1988. Give more if you can. And help us in our work.

DON'T DELAY, JOIN THE PWVTA

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 _____

\$35 check for 1988 membership dues enclosed.

Please clip this coupon and give it with your payment to your Building Representative or mail it to the above address. Make check payable to PWVTA. Please do not mail cash. If you cannot pay the full amount, please pay what you can. We will also welcome extra contributions to help us offset our legal debts. Your membership card will be delivered to you at a later date.