

**Park West Village Tenants' Association**  
**P.O. Box 20339, Park West Finance Station,**  
**New York, N.Y. 10025-0339**

July 26, 2017

Dear Mr. Davis,

I write as President of the Park West Village Tenants' Association (PWVTA) on behalf of tenants who reside in the three Columbus Avenue Buildings.

You, myself and Dean Heitner, Vice President, PWVTA began biweekly meetings March 9, 2017 to establish a mutually beneficial working relationship. The last meeting occurred on Thursday, June 8, 2017. During this period, many issues were raised and discussed; however, many remain unresolved. Additionally, an important new problem, first discussed below, has arisen since our last meeting.

**New Front Doors, No Intercom System and Security Problems**

The three Columbus Avenue buildings used to have front doors with locks and an intercom system. Now, PWV Acquisition, LLC has installed new front doors **without locks, on the three Columbus Avenue buildings, and the intercom system now functions inconsistently**. Many issues are involved with these changes.

- The installation of the new, unlocked doors, coupled with the problematic and inconsistent operation of the intercom systems in the Columbus Ave buildings, compromises the **safety and security of tenants**. Some tenants' intercom buzzers work and others are inoperable. Unreliable intercom service is hardly better than no intercom at all. Many tenants have shared their concerns about this security issue with you. Dean and I discussed this issue with you on June 13, 2017 via email. You responded that "the doors will be open at all times and not locked, the lobby will be staffed 24/7." We responded that the issue is not whether the lobby is attended. We reiterate that a locked front door is the **FIRST** line of defense against unauthorized persons on the property. A locked front door protects **both** the lobby staff and the tenants.
- The intercom system allows the tenant to decide whether to allow an individual permission to enter. Although the new system allows for the visitor to be announced by the lobby staff, there may be visitors to whom the tenant doesn't want to permit entry. It's possible this person might be a threat to the tenant. If the tenant instructs the lobby attendant to deny entry to the building, both the lobby attendant and the tenant will be placed in jeopardy of their safety.
- The lobby attendant has been provided with a code that connects directly to the tenants' **personal** home phone or cell phone. This system was designed to replace the intercom to announce the tenants' visitors. However, utilization of the code system is also problematic and inconsistent. Some codes intended for tenants' phones have been relayed to **businesses external to Park West Village property and not to the tenants**. **Initiation of the code system was done without notification to the tenant and without the tenant's permission**. For those tenants who have been contacted via this method, this represents **a violation of the tenant's privacy and Park West Village Acquisition, LLC is accessing a utility that is paid for solely by the tenant**.
- The lobby attendant is supposed to announce ALL VISITORS yet this policy is being done inconsistently. Witnessed daily is the entry through the attended lobby by visitors who are

neither stopped nor asked where they are going. These persons now have access to the entire building. I have personally witnessed times when the lobby was briefly unattended when persons entered and accessed the building destination unknown. Lobby attendants needing a break are often relieved by a maintenance worker who does not know the tenants by sight or how to announce the visitors entering the lobby.

- The lobby attendant is not a PWV Acquisition, LLC employee. The attendant is hired by an outside company. Consequently, most lobby attendants lack basic knowledge of the residents in the building. The attendants are tasked with multiple duties and responsibilities in addition to their regular responsibility of attending the lobby. They:
  - Alert tenants to the existence of a package in the package room
  - Enter maintenance requests into the new but not yet completely working *ALICE* app that many tenants do not yet understand how to use
  - Are expected to continually open the doors for tenants who are entering and exiting the building even though they might not know who is a tenant and who is not
  - Are expected to open the doors, call for the elevator and push the floor buttons in the elevators for elderly, disabled or Orthodox Jewish tenants in the building. On those occasions, when the responding elevator is farthest from the lobby the desk is unattended, even if only for a few seconds.

It is unreasonable to expect that the lobby attendant can effectively attend to these activities, be alert, available and prepared to identify and/or respond to a security issue or emergency in the lobby. This is of great concern now that the lobby doors are unlocked and the intercom system's operation is erratic.

- Lack of communication between PWV Acquisition, LLC and the PWV tenants is a significant oversight. There was not any communication in the form of a letter, email or flyer posted in the elevators, lobbies or mailrooms to inform the tenants about the interruption, in the three Columbus Avenue buildings, of the intercom systems that have been in place since the buildings were built.
- Tenants were not informed that they would no longer need lobby keys for which all the tenants paid \$25.00 and there has not been an explanation of announcing visitors.
- Recently, a tenant described an event where a non-resident began banging on everyone's door and screaming and yelling at 5:00am. As there is no security other than the lobby attendant, the lobby attendant is unable to leave his/her post to investigate any disturbances. This tenant notified the lobby attendant who responded that he/she would "send someone up" but no one ever responded. This tenant described being frightened and scared to not have anyone respond to a threat.

Park West Village Acquisition, LLC must immediately install locks on front doors and restore full intercom service to begin to address these significant safety issues.

### **Problematic Elevator Service**

The elevators in the three Columbus Ave buildings have been providing inadequate service for some time. Elevators breaking down regularly and tenants being stuck in one of the elevators is a common occurrence. However, recently, the situation has become worse. The most recent occurrence was in 788 Columbus Ave during the last week of May 2017. An elevator mechanic was called and responded. After the elevator mechanic left, the elevators began making a loud, knocking and banging noise every time the elevator was called to a floor and stopped. The noise is loud and constant 24/7. It is interfering with and disturbing the peaceful, quiet enjoyment of the use or occupancy of the respective housing

accommodations of the tenants who reside in front of the elevator banks. One tenant who lives down the hall reported that they could feel the vibration in their apartment. The elevator noise was reported to the office on May 31, 2017. We discussed this with you on June 8, 2017. You responded that the elevator mechanic stated that a piece of felt covering the brake was worn and you were waiting for the replacement part. As of the writing of this letter, almost eight weeks later, the replacement part has still not arrived and the noise continues unabated. Tenants fear entering the elevators yet they must lack other options. The tenants who reside near the elevator banks have been tormented with this constant, unrelenting banging noise. Tenants have a right to a home free of constant, disturbing noise. This condition is unreasonable and untenable. The elevators in 784 Columbus Ave are now making the same banging noise.

This situation requires immediate resolution.

### **Package Room**

Previously, UPS, FedEx and USPS deliveries were made directly to the tenants' doors. You informed Dean and myself during the first meeting on March 9, 2017, that you intended to change this system and had instructed UPS, FedEx and USPS to discontinue package delivery to individual tenant doors. You would replace the old delivery system by hiring an outside company to manage all packages delivered to the Columbus Avenue tenants in the package room. You informed us that UPS, FedEx and USPS would deliver all packages directly to the package room at which point the barcoded packages would be scanned into the computer system. As you further described, TV monitors would be erected in the lobby of each building that would announce to the tenants, as they entered their buildings, that they had a package. The tenant could then either pick up the package from the package room or request that the package be delivered by the package room staff. All deliveries would go to the package room and be managed by the package room staff. As a result of this new system, tenants no longer receive their packages in a timely manner. While tenants pay for shipping and delivery when they place an order online, the delivery part of this service has been delayed and interrupted by PWV Acquisition, LLC.

- The outside company hired to manage the package room has a staff of ONE, which is totally inadequate and incapable of managing the volume of packages delivered daily for all three Columbus Avenue buildings. That same person is simultaneously running a dry-cleaning business on the same premises as the package room which appears to be the primary focus.
- Tenants have been told there is no delivery of packages to their door contrary to your statement.
- Tenants have been witnessed searching for their packages when the sole staff person is busy attending to the dry-cleaning service. Tenants are told to wait until the staff person completes transactions with dry cleaning customers.
- There is inconsistent notification by the package room to tenants that they have a package in the package room. It is not uncommon for tenants' packages to remain in the package room for days because the tenant was unaware of the delivery. One tenant wrote:  
"I placed an order with a company and because I needed it by Saturday. I paid for UPS Second Day Air. When the package did not arrive and I had not received any notice of a delivery, I called the company. Armed with the UPS tracking number I went to the package room. Initially, the package could not be located. Nor did they have any record of the tracking barcode that is supposed to be used to confirm delivery of the package to the package room. After some time, the package was located. I was not asked to sign anything and a woman waiting before me left without getting her package." One tenant placed an order on-line valued at \$100.00. Delivery of the package to the package room was confirmed via the tracking information; however, the

package has disappeared. As of the writing of this letter, the tenant's \$100.00 order has not been found and the tenant has not been compensated for the loss of her order by either the package room company or PWV Acquisition, LLC. Another tenant's family sent her flowers for her birthday. The flowers were delivered on Friday. The birthday was on Sunday. There was **no** notification of delivery by the package room on Friday. The tenant became aware of the floral delivery on Sunday. As the package room was closed on Sunday the flowers remained in the package room until Monday. The flowers arrived withered. PWV Acquisition, LLC refused to replace the flowers. There is **no accountability by PWV Acquisition, LLC for loss, damage or replacement or credit of a tenants' monetary loss**. One tenant, in 788 Columbus Avenue, on two separate occasions received notification of a package delivery. When the tenant called the package room to query about the delivery the tenant was told it was an error and that the delivery was actually for a tenant in 792 Columbus Avenue. The package room manager acknowledged the staff person's error and stated this occurrence would not be repeated a third time. However, the tenant was left wondering, if in fact, this was another error or whether there was a package that was now lost. Both rent stabilized and market rate tenants have found the current system to be inadequate.

The issue of the problematic package room operation was raised and discussed with you at **every** biweekly meeting. You stated at every meeting that this was "a work in progress" and more time was needed for the operation to become efficient. We raised the package room issue at the last meeting on June 8, 2017 as there had not been any improvement and/or change in the competency or professional management of the package room. Your response was to inform me that I bring up the package room at every meeting, you were tired of it and would no longer discuss the package room issues with me. You would only discuss it with individual tenants. This response is no response at all. It highlights management's refusal to address the deterioration in services related to package delivery in the buildings.

### **24/7 Maintenance**

As you know, the Owner must provide for janitorial services on a twenty-four-hour-a-day basis and must post a legible sign, conspicuously displayed, containing the janitor's name, address and telephone number. New York City, N.Y., Code § 27-2053. The owner is failing to provide janitorial services as required by law and has failed to post the requisite notice. Tenants, including myself, have encountered difficulty obtaining a response by maintenance between the hours of 5:00pm – 8:00am. The lobby attendant often reports that maintenance won't respond to their calls and/or informs the attendant to notify the tenant to call the office in the morning. This was discussed with you on April 27, 2017. You responded that the tenants should contact the lobby attendant who would enter the issue into ALICE, the new maintenance app. However, entering the issue into ALICE does not solve the problem of maintenance not responding to tenant calls. This issue was discussed with you again on May 18, 2017. You responded that you would review the lines of communication with the staff. Yet, the problem is not solved. For example, a 792 Columbus Avenue tenant reported that it took the lobby attendant some time to reach maintenance when another tenant reported a smell of gas. No one was answering the walkie-talkie and the lobby attendant had to knock on the office door to "get someone." Then it was some time before anyone responded.

### **Incorrect Billing 784 Columbus Avenue- MCI Retro Base**

In October 2015, 784 Columbus Ave tenants received a DHCR Order granting an MCI increase. The increase was effective September 2015 equal to \$4.25 per room and became part of the base rent.

Tenants were also charged with a temporary retroactive rent increase. However, payment for the retroactive rent increase was not payable immediately because of the 6% cap on increases to rent. The first installment of this retro charge was billed to 784 Columbus Ave tenants in September 2015. Tenants were charged with a second installment in September 2016. The third installment should be billed as scheduled in September 2017. Instead of billing the retroactive charge as a one-time charge, PWV Acquisition, LLC is now demanding that charge monthly. Thus, although only one annual payment is due, it is demanding that payment repeatedly, resulting in a rent overcharge. In any event, the owner should not have collected the retroactive charge at all from tenants who have joined in the PAR challenging the MCI since the PAR stays the collection of the retro. 784 Columbus Avenue rent stabilized accounts need to be corrected. Some tenants have paid these illegal charges and some have withheld the charges on the advice of counsel resulting in large, incorrect balances due. This was discussed with you on April 27, 2017. You responded that you would look into it. This issue was brought to your attention again via email on May 1, 2017. You responded that you would make sure it is resolved this week. Although some tenants have been credited for the erroneous charges, not all have, and 784 Columbus Ave tenants, as of the writing of this letter, continue to report that the MCI Retro charge appeared on their July 2017 rent bills.

This issue has been ongoing and unresolved for almost **one year**. I believe sufficient time has elapsed for this issue to be resolved by the September 1, 2017 rent bill.

### **General Building Wide Cleanliness**

There has been failure to clean and maintain the laundry and compactor rooms on a regular basis since the new washing machines and dryers were installed over a year ago and the compactor rooms were upgraded also a year ago. Tenants report requests to the office for maintenance of terraces and bathroom vent cleaning are met with resistance. Cracked terrace concrete is just painted rather than the crack being filled in, sanded and painted.

Please review with maintenance staff the appropriate and complete attention to maintenance requests.

Thank you for your prompt attention to the resolution of the above matters.

Sincerely,

Patricia Loftman, President, Park West Village Tenants' Association

Cc: Lovell Jerzabek, Park West Village Acquisition, LLC  
Meyer Chetrit, Owner, Park West Village Acquisition, LLC  
C. Grad, Attorney, Park West Village Tenants' Association