Testimony of the New York City Department of Consumer Affairs
Before the
New York City Council Committees on Consumer Affairs and Housing and Buildings
Joint Hearing on
Introduction 682: Tenant Relocation Specialists and Agencies

April 29, 2015

Good morning Chairman Espinal, Chairman Williams, and members of the Consumer Affairs and Housing and Buildings Committees. I am Amit Bagga, Deputy Commissioner of External Affairs for the Department of Consumer Affairs ("DCA"). I am joined by my colleagues Tamala Boyd, Associate General Counsel, and Mary Cooley, Director of City Legislative Affairs. We are here representing Commissioner Julie Menin, who regrets that she could not be here today, but sends her best to all of you. Commissioner Menin and DCA are committed to working with the Council to address issues of importance to all New Yorkers. Thank you for the opportunity to testify about Introduction 682, a bill related to licensing "tenant relocation specialists."

DCA's overall mission is to empower consumers and businesses alike to ensure a fair and vibrant marketplace. The agency licenses approximately 80,000 businesses across 55 different industries, mediates complaints between consumers and businesses, conducts patrol inspections and legal investigations, educates businesses about laws and rules, and also enforces New York City's Earned Sick Time Act, commonly known as the "paid sick leave" law. In addition to its licensing, consumer protection, and labor-related work, DCA operates the Office of Financial Empowerment ("OFE").

According to an April 2014 study by the NYU Furman Center, approximately two-thirds of New York City's households rent their homes, and approximately one million of these households are "rent-burdened," meaning that they pay half or more of their monthly income in rent.[1] Between 2005 and 2012, the median rent across the five boroughs rose 11 percent, while median household income rose by only two percent, indicating that renters faced a growing gap between their incomes and their ability to pay rent.[2] Lower-income New Yorkers, including those that the Furman Center study defines as "very low-income" and "extremely low-income," are the most heavily affected, with 81 to 88 percent of these households being rent burdened. For the period of time covered by study, rents rose in four out of five boroughs, with Manhattan seeing the largest increase at 19 percent.

Recognizing the acute shortage of affordable housing, Mayor de Blasio has made the preservation or creation of hundreds of thousands of units of affordable housing a top priority. Ensuring that tenants can stay in the homes they are able to afford is a key component of the Mayor's vision. As such, DCA commends the Council for taking steps to address the issue of tenant relocation.

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[1] The Cost of Renting in New York City: NYU Furman Center / Capital One Affordable Rental Housing Landscape (April 2014). http://furmancenter.org/NYCRentalLandscape
[2] ibid.

Jurisdiction and Enforcement

DCA has broad jurisdiction to enforce the City's Consumer Protection Law and the Licensing Law and does so by conducting patrol enforcement, as well as by undertaking legal investigations of businesses and industries. We license many different types of businesses in New York City, including secondhand auto dealers, sidewalk cafes, tobacco retailers, newsstands, and many others.

Our most common mechanism of enforcement is the use of patrol inspections, which involve DCA inspectors physically visiting businesses to inspect for compliance with laws and rules. Because we know locations of businesses, we are able to plan these visits in advance. Being able to physically visit and observe a business is the only method of checking for compliance for many of the laws and rules we enforce. In general, our ability to enforce is greatly reduced when a business does not have a permanent physical location.

Our understanding of tenant relocation specialists is that they frequently do not operate in commercial office spaces or clearly identified offices. Additionally, the nature of their work puts them in the field on a daily basis.

For these reasons, enforcement over the work of these specialists would prove challenging. Our inspectors would not be able to inspect tenant relocation specialists on premises to ensure that the tenant relocation specialists are not violating the terms of their licenses, and it would be particularly challenging for our inspectors to identify unlicensed activity or observe the conduct prohibited or required in this bill. DCA does not currently have the sufficient expertise about the nuances of the relationships between landlords, tenants, and tenant relocation specialists or the capacity to take on licensing and enforcement of this bill.

Given our understanding of some of the aggressive tactics against tenants that tenant relocation specialists engage in, we do support exploring whether regulating these specialists and the industry in general would support the public good. With this in mind, we would like to take this opportunity to offer the Council suggestions that we think would significantly strengthen a regulatory approach, irrespective of which City agency might be assigned enforcement authority.

First, considering the nature of the industry, a regulatory authority would likely have to adopt a complaint-based approach to pursue enforcement. Such an approach would require robust record-keeping requirements so that allegations could be appropriately investigated. Examples of such records would be agreements between landlords and tenant relocation specialists or agencies, records of each interaction between tenant relocation specialists and tenants, records of the exchange of any money, among others. These records would clearly indicate names, addresses, contact information, dates, locations, nature of interactions, amounts of funds exchanged, and would in many cases require attestation from more than one party – the landlord and the specialist or the specialist and a tenant, for example.

In addition to the specialists and agencies, effective enforcement would require landlords to keep such records, as well. Absent these records, any type of enforcement would likely be very

challenging. Holding landlords accountable to maintain records, to have written contracts, and maintain documentation of financial transactions with the specialists would strengthen the ability of a regulatory agency to prosecute specialists who engage in illegal or unlicensed conduct, particularly since tenants may not necessarily complain about the specialist, but the landlord. Absent records kept by both specialists and landlords, enforcement would prove challenging.

Additionally, the penalty structure outlined in this bill also merits further examination, as does the issue of relief to aggrieved tenants. We would like to further explore the extent to which this bill, as currently drafted, will deter illegal conduct and help make aggrieved tenants whole. Under the current version of the bill, the fine for unlicensed activity is $300. Based on our experience enforcing against unlicensed activity, this amount does not seem adequate to compel tenant relocation specialists to come into compliance with the law. Additionally, endowing tenants with a private right of action should be discussed further to ensure that tenants are able to secure appropriate restitution and/or damages.

DCA also suggests examining criminal histories as relevant of these specialists to ensure that tenants are not being forced to interact with individuals who receive remuneration for encouraging tenants to leave their homes. Finally, the current bill does not provide for criminal sanctions for tenant relocation specialists, which we think would be appropriate to include.

DCA commends the goal of regulating these tenant relocation specialists and other entities that elude the law or undermine our housing laws. In order to assess whether this legislation will effectively achieve those goals, we would have to explore several issues with the sponsors of the bill, advocates, and partners in government.

Additionally, it must be noted that were DCA to take on the licensing of tenant relocation specialists, the agency would require additional resources. We would require additional intake staff and mediators to address consumer complaints and mediate where possible, as well as additional attorneys to investigate and prosecute more complex or serious allegations. Ensuring that tenants know to complain to DCA would also require a public education campaign, which requires resources not only for advertising and materials, but also for additional outreach capacity, as the universe of tenants in New York City is very large.

Thank you for the opportunity to discuss this important issue with you today; my colleagues and I will be happy to answer any questions you might have.

TESTIMONY OF THE DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT TO THE CITY COUNCIL ON INTRODUCTIONS 682, 700 and 757
WEDNESDAY, APRIL 29, 2015 10:00 AM

Good Morning, Chair Williams, Chair Espinal, and members of the Committees on Housing & Buildings and Consumer Affairs. My name is Daniel Hernandez, and I am the Deputy Commissioner for Neighborhood Strategies with the New York City Department of Housing Preservation & Development ("HPD"). I am here this morning to discuss the bills on today's agenda: Int. 700 and Int. 757, which both seek to establish parameters for tenant buyout offers, and Int. 682 related to the licensing and regulation of tenant relocation specialists.

As you are aware, this city is currently experiencing an affordable housing crisis with a citywide vacancy rate of 3.44%. In 2014, 56% of renter occupied households were rent burdened or paying more than 30% of monthly income toward housing costs. 33.5% were severely burdened or paying more than half of their income toward housing. The need to create new housing options and preserve existing affordable housing is acute. Under the Mayor's Housing Plan, HPD will preserve and construct approximately 200,000 units of affordable housing over a ten-year period. HPD is one of the central agencies charged with the responsibility of marshalling resources to meet the housing needs of the City's residents, and to maintain the vibrancy of existing neighborhoods by using various tools to ensure the habitability and affordability of the housing stock.

HPD also recognizes that it is vitally important to help tenants maintain access to affordable housing. To that end, the Office of Community Partnerships was created to bring together the agency's expertise in helping tenants with the local knowledge of community groups, tenant organizers, and building owners to effectively address local needs and inform HPD's preservation, planning, and new construction strategies. We provide information to tenants in neighborhoods throughout the city through our "Know Your Rights" Tenants' Nights, which are forums where we partner with local elected officials, community groups, and legal service providers to present information on common landlord/tenant issues. Because knowledge of legal rights is key to a tenant being able to stay in their apartment, earlier in the year, the Mayor announced approximately $36M in annual funding that will be allocated to the Human Resources Administration to help tenants access legal services to defend their rights in housing court. Those measures should deter harassment, lead to a decline in evictions, and a reduction in the loss of affordable housing.

The Council, working in partnership with HPD, has also done tremendous work to aid tenants facing challenges. Local Law 45 of 2014 requires owners to post in all multiple dwellings a notice which advises a tenant to contact 311 or visit HPDs website to obtain information on housing issues. This document which we have called the "ABC's of Housing", provides extensive information to tenants and property owners about rights and responsibilities, and is available by calling 311 and visiting both 311's website and HPD's website.

Local Law 47 of 2014 increased the penalties for findings of harassment in Housing Court and required HPD to make available on its website information about actual findings of harassment. HPD believes that these measures will encourage tenant awareness about their rights and resources as well as deter and penalize illegal harassment activity by landlords.

Tenant harassment can come in many forms, but includes tactics to get tenants to give up their regulated apartments so that landlords can then increase the rent for the apartment. According to reports to HPD's enforcement and litigation units, landlords attempt to force out tenants by not only making life inconvenient for them but also by making living conditions unbearable. From cuts in necessary building services, locks changed without notice, unrequested prolonged rehabilitation projects, to baseless eviction actions in housing court, tenants experience a range of pressure tactics by unscrupulous landlords and their agents.

Currently, tenants are able to bring harassment claims in connection with the following activities: (1) the use of force or express or implied threats by the landlord; (2) repeated interruptions of essential building services; (3) commencing repeated baseless or frivolous lawsuits in Housing Court; (4) unlawfully removing a tenant's possessions, (5) removing the doors and/or changing locks without notice, or other activities which could be deemed to unlawfully disturb a tenant's right to quiet enjoyment of the property.

When tenants bring harassment actions, HPD is named as a necessary party to these claims, but the agency's involvement differs depending on the allegations in the claim. Attorneys from the Housing Litigation Division or the Court attorneys "conference" most harassment cases in order to determine if the cases can be resolved without a trial. In actions alleging landlord harassment without an additional claim of poor housing conditions, if the case is not resolved on consent and there is a trial, HPD's role is generally to participate in eliciting facts from witnesses in order to aid the court in making its determination. The Court must hold full evidentiary hearings when the parties cannot resolve the matters. On occasion, in such cases, HPD has knowledge of a pattern of conduct in the building and the Housing Litigation Division actively supports the tenant's request for a finding of harassment. In actions alleging both poor conditions and harassment, HPD is always actively involved in seeking orders to correct the violations and a finding of harassment where appropriate.

We are aware that some landlords also take the approach that offering money or other consideration can help vacate a unit faster than resorting to the other tactics that I have described and these offers, termed "buyouts," can be repeated, persistent and aggressive. While HPD does not have quantifiable data on the extent of this type of harassment, by many accounts, tenants across the city have reported encountering harassment to accept an offer to vacate their apartments. These offers can come directly from the landlord, an employee of the landlord or a person hired by the landlord to specifically engage in this activity. The latter group may even be real estate professionals. Reportedly, these monetary buyout offers can total up to hundreds of thousands of dollars

depending on the building and neighborhood. Not all buyout offers are solely for cash. Sometimes buyouts take the form of a promise of a new apartment or other assistance that is enticing to the tenant. While not all buyout situations rise to the level of harassment, many tenants are in precarious positions because they are unable to stop the continued aggressive offers and related antagonistic behaviors over time.

HPD's code enforcement activities focus on a building's physical conditions. We enforce the Multiple Dwelling Law and the Housing Maintenance Code and use violations and legal actions to compel owners to address a building's physical needs.

Tenant awareness and empowerment play a large role in helping someone stay in their home. We therefore support Int. 700 and Int. 757 for those purposes and are interested in working with the Council to address some technical issues and to improve the bills.

Intro 700 amends the tenant harassment definition within the Housing Maintenance Code to prohibit making or causing a buyout offer unless the tenant is informed that they have a right to decline the offer and that the person making the offer is, in some instances, an agent of the landlord. As currently drafted, Intro 700 provides no definition of "tenant buy out", and it is not clear whether the buyout may take the form of non-cash consideration.

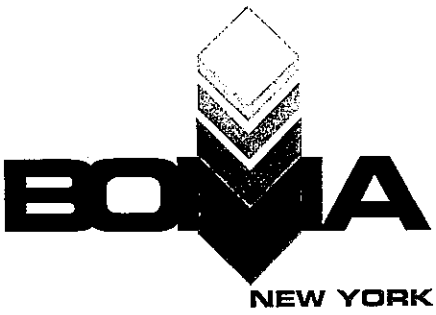
Intro 757 addresses the same conduct and provides tenants with the right to suspend a buyout offer once the tenant has indicated that they are not interested in entertaining further discussion.

Buyouts are generally used in conjunction with other harassing activities, whether big or small. Eventually the other harassment wears the tenant down and a buyout becomes a viable option for escaping a stressful living situation. By adding buyouts to the list of acts that could constitute harassment, both bills will allow a tenant to tell a fuller story to a Housing Court judge about what they are experiencing.

On Int. 682, we are uncertain about the prevalence of "tenant relocation specialists" versus landlords and their employees harassing tenants with buyouts. We agree that this issue should be explored as HPD and the Administration do not support tenant harassment of any kind. The Department of Consumer Affairs will discuss their viewpoints on licensing these actors. HPD, as you know, does not currently license any activities and such a requirement would be contrary to our primary role to provide affordable housing and ensure the maintenance of housing standards.

As always, we welcome the opportunity to work with you and local groups to protect tenants against illegal behavior and attempts to force them out of their homes as the housing landscape grows and changes in New York City. Thank you for the opportunity to testify today. I would be happy to answer any questions from the Committees.

FOR THE RECORD



HEARING TESTIMONY FROM
THE BUILDING OWNERS AND MANAGERS ASSOCIATION OF GREATER NEW YORK:

INT. NO. 578, A LOCAL LAW TO AMEND THE ADMINISTRATIVE CODE OF NEW YORK, IN RELATION TO LIMITING NIGHTTIME ILLUMINATION IN CERTAIN BUILDINGS

Good afternoon Chairman Richards and the esteemed members of the Committee on Environmental Protection. I thank you all for affording me the opportunity to offer testimony from the Building Owners and Managers Association of Greater New York (BOMA/NY) on Intro Number 578, a proposed local law to limit nighttime illumination in certain buildings. BOMA/NY has a long track record of working with the city on laws and policies that involve the buildings sector, and we appreciate being invited here today to continue in that role.

First, a little background on BOMA/NY and the real estate industry. BOMA/NY represents more than 750 owners, property managers, and building professionals who either own or manage 400 million square feet of commercial space. We are responsible for the safety of over 3 million tenants, generate more than $1.5 billion in tax revenue, and oversee annual budgets of more than $4 billion. BOMA/NY is the largest Association in the BOMA International Federation, the world's largest trade organization.

The commercial real estate industry is a significant contributor to the Nation's and, in particular, the City's economic engine. Our industry employs over 228,000 New Yorkers and contributes over $14 billion to the Gross State Product.

As for the proposed legislation, with all due respect, we think that it is unnecessary, fails to take into consideration how buildings operate, and would be impossible to enforce in its current form. Therefore, for the following reasons, we oppose Int. No. 578.

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First, using unnecessary electricity carries a cost, and building managers at BOMA/NY buildings are mindful of costs and operate buildings efficiently. Therefore it is not accurate to say that unnecessary illumination is a significant problem in our buildings.

Second, due to changes in the various codes that impact buildings, mechanisms such as motion sensors are required for lights in renovated spaces, and much commercial office space has steady turnover and so will quickly add these technologies. Others use these devices regardless of requirements in order to save money and conserve electricity. Sensors are a very effective way to turn off non-emergency lights in unoccupied parts of buildings. In addition, highly efficient lights, required and/or in widespread use, reduce the impact of nighttime lighting. This can include the use of LED lights for exterior lighting, which use very little electricity.

Third, certain lights, especially along paths of egress, which can include significant parts of commercial real estate, must be left on for safety reasons. The bill exempts lights that must otherwise be legally left on, but these conflicting requirements could complicate building operations and would certainly make enforcement even more difficult.

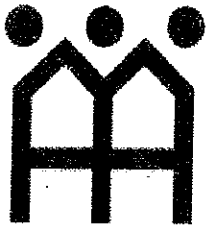
Fourth, many buildings in New York City are used at night, and even when they are not, they are open to use by tenants and must be operated accordingly. When one BOMA/NY member, Boston Properties, surveyed their buildings in an effort to investigate the possibility of reducing nighttime illumination to save money and energy, they found extensive use of their buildings throughout the night. These buildings also have security, cleaning crews, and often other staff throughout the night. Even buildings that do not have significant usage at night still must be prepared to service tenants, as most, if not all, commercial office space is available 24/7 for tenants to access. It is simply impossible to know which areas of the building are occupied during any given time of night. Tennant use, as well as nighttime use by building staff and service providers, also requires the illumination of common areas such as lobbys.

Fifth, this bill would be impossible to enforce. There would be no easy way for whichever agency is given responsibility to enforce the bill to know if anyone is in a building, and searching a building is not only impracticable and time-consuming, it raises other thorny access issues.

Last, outside lighting is widely held to contribute to public safety and to help prevent illegal activities on the streets and sidewalks of the City. Therefore it is beneficial to the city as well as to the buildings themselves.

For these and other reasons, we believe this bill would not achieve significant energy savings and would create difficulties for building managers and enforcing agencies. That said, we could support a non-regulatory approach to reducing nighttime illumination that, for example, called on the City to study the issue to see if is in fact a problem, and to identify and educate building managers whose buildings are determined to possibly overuse nighttime illumination.

Thank you once again for allowing BOMA/NY to testify on this legislation.



亞洲人平等會
房屋及社區服務部
Asian Americans for Equality
Housing & Community Services

STABILIZING NYC: FIGHTING PREDATORY EQUITY AND TENANT HARASSMENT

TESTIMONY

IN SUPPORT OF

INT. NOS. 0682, 0700 and 0757

PRESENTED BEFORE:

THE COMMITTEE ON COMSUMER AFFAIRS &
HOUSING AND BUILDINGS

PRESENTED BY:

DONNA CHIU, ESQ.
DIRECTOR OF HOUSING AND COMMUNITY SERVICES
ASIAN AMERICANS FOR EQUALITY (AAFE)

APRIL 29, 2015

Asian Americans for Equality

111 Division Street, New York, New York 10002

Good morning. My name is Donna Chiu and I am the Director of Housing and Community Services at Asian Americans for Equality (AAFE), a member of the Stabilizing NYC coalition that is fighting the depletion of affordable housing in New York City at the hands of predatory equity, thanks to initiative funding from the City Council last year. Thank you for the opportunity to testify in support of Int. Nos. 0682, 0700 and 0757.

Our predatory equity coalition is made up of fourteen grassroots organizations, a citywide civil legal services provider and a citywide housing advocacy organization - Asian Americans for Equality, CAAAV: Organizing Asian Communities, Chhaya CDC, Community Action for Safe Apartments at New Settlement Apartments, Cooper Square Committee, the Community Development Project at the Urban Justice Center, Fifth Avenue Committee/Neighbors Helping Neighbors, Flatbush Tenant Coalition, GOLES, Mirabal Sisters Cultural and Community Center, Mothers on the Move, Northwest Bronx Community and Clergy Coalition, Pratt Area Community Council, St. Nicks Alliance, the Urban Homesteading Assistance Board and Woodside on the Move.

Over the past seven years, New York City's affordable housing market has been severely destabilized by private (predatory) equity companies that purchase a large number of rent-stabilized buildings at inflated prices and then push out the rent-stabilized tenants so that they can charge market rates, using a wide range of harassing techniques from frivolous lawsuits to failing to provide heat or conduct necessary repairs.

An owner that fits this definition of predatory equity is Silvershore Properties, which now owns 211 Madison Street in Chinatown. AAFE has been organizing and working with the tenants of 211 Madison Street to fight back against the owner's harassing tactics. Mr. Kee Wing Ng, the rent stabilized tenant of Apt. 11 since 1981, is here to testify on how the tenant relocation specialists – as they call themselves – have repeatedly harassed him at his home and his children at their home into taking unwanted, repeated buyout offers to give up his home. If you will bear with me, I will help him interpret from Cantonese to English.

Mr. Kee Wing Ng's Testimony:

I moved into Apartment 11 at 211 Madison Street with my family in 1981. It was my wife, my two daughters and two sons and me who moved into the apartment together. I raised them in this apartment. My children are grown now and all have moved out a long time ago, except for my youngest son. My youngest son still resides with me and my wife at our apartment because he is disabled. He is schizophrenic. Not only do we live together, but my wife and I have to take care of our son.

After Silvershore Properties bought the building, they changed the front door and demanded that the residents prove we are the tenants or lawful residents and also provide our contact information in order to get copies of the new keys. At the time, we did not know this bordered on an illegal lockout since New York Law protects any resident who has resided at his home for more than 30 days from an owner exercising self-help or unlawfully preventing lawful residents from returning home. I realized later this was just ruse for the owner to get our contact information because starting in mid-February, its agents kept calling me 2 to 3 times a week to pressure me to move out.

When I refused the owners repeated buyout offers, the agents started to threaten me. The agents threatened me with putting me in jail for not "returning" my apartment to the owner. They said things to me like "you better be careful", "we will take you to court if you do not leave", "we will win", and "I will sue you to put you in jail".

Not only are these tenant relocation specialists harassing me, they are also harassing my children who live in Brooklyn and have nothing to do with this situation. The owners have sent agents to go to my children's home at least 3 times already. The agents tell my children to take the buyout money and use it to take care of me so that I will leave my home.

Although I do not speak or read English, I know what Silvershore Properties is doing is unlawful and wrong. I have lived at my home since 1981. I am a good tenant because I always pay my rent on time. I am entitled to live in my home in peace and quiet. This is why I support the City Council's actions to amend the law to stop tenant harassment.

Thank you for this opportunity to testify.

Manhattan Legal Services

Legal Services NYC

TESTIMONY OF LEGAL SERVICES NYC REGARDING LICENSING FOR TENANT RELOCATOR SPECIALISTS AND AMENDMENT OF TENANT HARASSMENT DEFINITION (INT. NOS. 682, 700, 757)

New York City Council
Committee on Housing and Buildings, Committee on Consumer Affairs
April 29, 2015

My name is Cynthia Weaver and I am a staff attorney at Manhattan Legal Services. I am speaking on behalf of Legal Services NYC, the National Organization of Legal Services Workers, and the Local 2320 of the UAW. Thank you for the opportunity to give testimony before the New York City Committee on Housing and Buildings and Committee on Consumer Affairs.

Legal Services NYC is one of the largest providers of legal services for low-income people in New York City. With five borough offices and numerous outreach sites, Legal Services NYC's mission is to provide expert legal assistance that improves the lives and communities of low income New Yorkers. Legal Services NYC annually provides legal assistance to thousands of low-income clients throughout New York City. Historically, Legal Services NYC's priority areas have included housing, government benefits and family law; in recent years, Legal Services NYC has vastly expanded services in areas of need critical to our client base, including consumer issues and foreclosure prevention, unemployment, language access, disability, education, immigration, and bankruptcy.

We thank the City Council for holding this hearing pertaining to Intros 682, 700, and 757. We agree that the usage of buyout offers is a serious and common element of tenant harassment. As such, we support the passage of the code amendments to regulate tenant relocation agencies and specialists, as well as to amend the definition of harassment under the Multiple Dwelling Law to include unwanted and repeated buyout offers, and to require notice to tenants of their right to refuse buyout offers.

Recently, my office, along with organizational assistance from the Asian Americans for Equality ("AAFE"), has filed a group case against a landlord in Chinatown. My client Arnold Acosta is a petitioner in that case and he will be providing you with details of his experience. A new landlord purchased Mr. Acosta's building in December 2014 and immediately began gutting vacant apartments without securing permits. The building's air shaft has been used as a makeshift garbage chute and construction waste is still entering each apartment through windows and holes in the walls. For Mr. Acosta, these unbearable conditions are compounded by a relocation specialist's repeated and unwanted offers to discuss the legal status of his apartment. This specialist is barred from engaging in such conduct

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Peggy Earisman, Project Director

LSC

under an Assurance of Discontinuance he entered into with the New York State Attorney General's Office.

Based on our organization's experience, landlords and their agents tend to focus buyout offers on long-term and low-income residents who are elderly, disabled, or limited-English-proficient. One example involves an elderly couple living in West Harlem. Despite their rejection of the landlord's initial buyout offer, the managing agent accosted the couple on the street repeatedly and came to their apartment multiple times pressuring them to take an already rejected buyout offer. This conduct continued for years. At a certain point, the husband developed Alzheimer's disease. The agent went out of his way to speak to the husband alone in accepting the buyout even though the wife had asked the agent not to do so because of his medical condition. The repeated buyout offers created a huge amount of stress for the couple and adversely affected their health.

Buyout offers are often accompanied by threats of litigation. In one instance, a new owner of a building threatened the widow of a rent-controlled tenant by telling her that if she did not take a buyout offer, she would lose her apartment because she had no lease in her name. Fortunately, this tenant contacted our office and learned that she had a right to remain in the apartment. Unfortunately, other tenants in the building did not have access to legal counsel and left their apartments because they were unaware of their right to stay. Many of the tenants who left were immigrants who were unfamiliar with the New York laws that protect tenants and had probably been targeted for that very reason.

In another building, a disabled tenant who was homebound with twenty-four hour/ seven day a week healthcare attendants refused a buyout and was then served with a holdover petition accusing him of not living in the apartment because the landlord had not seen him recently and because strangers, who were his home health aides, were seen going in and out of the apartment.

As our examples show, buyout offers are a problem whether they come from "specialists" or directly from the landlords, and are often a part of broader harassment campaigns. Therefore, we recommend that the City Council make it a violation of Intro. 682 for a *landlord* to engage in any of the conduct in the proposed § 20-547 and that the harassment law be amended to include violations of Intro. 682 by the landlord itself and by "specialists" hired by the landlord.

We also recommend that Intro. 682 confer on tenants a private right of action against those who violate their obligations under the law. This would empower tenants to invoke their rights and reduce the enforcement burden on HPD and other City agencies. Furthermore, while licensing requirements for relocation specialists who offer unwanted buyoffs is helpful to lessen tenant harassment, it may not necessarily prevent frivolous litigation that is brought in housing court to pressure tenants to move out. Since the harassment law itself provides no damage remedy for tenants, Intro. 682 should provide for damages when frivolous litigation is brought against a tenant in retaliation for refusing to take a buyout offer.

Preventing unsolicited buyouts and other forms of harassment are essential to the de Blasio Administration's plan to preserve affordable apartments. We thank the City Council for addressing these serious issues and look forward to working with the Committees in providing effective protections to vulnerable low-income tenants.

Respectfully submitted,

Cynthia Weaver

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TESTIMONY

ON

INTRO 682: LICENSING TENANT RELOCATION SPECIALISTS
INTRO 700: REQUIRED NOTIFICATIONS BY PERSONS NEGOTIATING TENANT BUYOUT OFFERS
INTRO T2015-2867: AMENDING THE DEFINITION OF HARASSMENT TO INCLUDE REPEATED BUYOUT OFFERS

PRESENTED BEFORE:

THE NEW YORK CITY COUNCIL COMMITTEES ON
CONSUMER AFFAIRS; AND
HOUSING AND BUILDINGS

JUMAANE D. WILLIAMS AND RAFAEL L. ESPINAL, JR.

PRESENTED BY:

HARVEY EPSTEIN, ESQ.

PROJECT DIRECTOR
URBAN JUSTICE CENTER
COMMUNITY DEVELOPMENT PROJECT

APRIL 29, 2015

I. Introduction

Good morning. My name is Harvey Epstein and I am the Project Director of the Community Development Project of the Urban Justice Center. I am here today to voice my support of the following bills: (i) Intro. 682, which would require the licensing of tenant relocation specialists, (ii) Intro. 700, which would amend the Housing Maintenance Code's definition of "harassment" to protect tenants from unfair practices with respect to buyout offers, and (iii) Intro. T2015-2867, which would amend the Tenant Protection Act's definition of "harassment" to include repeated buyout offers.

The Urban Justice Center is a project-based umbrella legal services and advocacy organization serving New York City residents. The Community Development Project formed in September 2001 to strengthen the impact of grassroots organizations in New York City's low-income and other excluded communities by winning legal cases, publishing community-driven research reports, assisting with the formation of new community organizations, and providing technical and transactional assistance in support of their work towards social justice.

The Housing Practice Area of the Community Development Project has sued hundreds of landlords on behalf of thousands of New York City residents to help preserve and protect affordable and decent housing. In cooperation with community organizers, we bring actions against landlords to compel the removal of housing code violations, file 7A proceedings to have independent administrators appointed to manage severely neglected buildings, and file harassment cases against landlords who are constantly devising new tactics to force rent-regulated tenants from their homes, including through the improper use of tenant relocators and repeated buyout offers.

II. Intro. 682

I strongly support Intro 682. This bill would establish a licensing framework for tenant relocators and agencies that would require applicants to (i) pass an exam, (ii) furnish a surety bond to the City, (iii) pay a licensing fee, (iv) make initial contacts with tenants in writing, and (v) bar licensees from harassing tenants or providing tenants with false information.

Licensing is an important step in rectifying the improper, illegal and harassing behavior of tenant relocators. While state law currently requires that all persons engaged in the business of

tenant relocation must be licensed as real estate brokers, many relocation specialists are unlicensed and continue to engage in the tenant-relocation business without penalty. Presently, tenant relocators routinely engage in harassing tactics such as: coercing tenants to sign relocation agreements through threats about a tenant's immigration status, misrepresenting themselves as City officials, stalking tenants, falsely accusing tenants of lease violations, failing to inform tenants that they have a right to refuse relocation offers, and failing to translate relocation agreements or speak with tenants in their primary language. Obviously there is a serious problem with the current state of the industry, and establishing a local licensing framework for tenant relocators and agencies provides a solution.

The actions of the relocation firm Misidor, LLC provide an example of the failure of the current licensing system. Misidor and its principal agent, Michel Pimienta, engaged in the tenant relocation business without real estate licenses for over *ten years*. During this time period, Misidor boasted on its website that its agents would vacate and relocate tenants from rent-regulated apartments so that its clients, "real estate owners and managers," could "realize the highest possible returns from their assets" by re-leasing the apartments at a much higher market rate. Needless to say, the methods used by Misidor and Mr. Pimienta to realize the "highest possible returns" for their clients were completely unacceptable. The Community Development Project recently filed several lawsuits against a landlord based in part on that landlord's hiring of Pimienta to engage in aggressive, unlawful and harassing tenant relocation tactics.

Mr. Pimienta engaged in a pattern of tenant harassment at 22 Spring Street, 210 Rivington Street and 102 Norfolk Street through activities such as falsely accusing rent-regulated tenants of lease violations, threatening tenants with eviction, and stalking tenants who indicated that they did not want to consider a buyout offer. At 210 Rivington, Mr. Pimienta repeatedly tried to convince tenants to take a buyout, threatening that they would otherwise be forced to live through hazardous construction conditions and specifically mentioning asbestos as a risk.

Clearly, tenant relocators like Mr. Pimienta are unfit to engage in the tenant relocation business, and putting a licensing framework into place would reduce the amount of Mr. Pimientas in the industry. Further, the fact that Mr. Pimienta could operate without a license for over ten years demonstrates that the current licensing framework is severely deficient. I support Intro. 682 because it provides effective reform measures that are sorely needed to ensure that

tenant relocation specialists and agencies engage in fair practices and respect the rights of our City's tenants.

a. Exam

I strongly support Intro 682's licensing exam for tenant relocation specialists, which tests applicants on their knowledge of New York's tenant harassment laws. At the Community Development Project, we have too often seen tenant relocators harass tenants, especially those who are rent-regulated. These tenant relocators are often completely uninformed about tenants' rights or act in reckless disregard of the tenant harassment laws. Requiring tenant relocators to be educated about harassment laws would help remove individuals from the industry who fail to learn the rights of the people with whom they negotiate daily, often on issues of the greatest importance, namely, where one chooses to call home.

Further, the exam requirement places an economic incentive on being knowledgeable about tenants' rights and tenant harassment laws. If relocators want to earn a living in the tenant relocation business, the licensing exam requires them to be aware of both the rights of the people they are relocating and the responsibilities they have when engaging in that process. The licensing exam will also emphasize that respecting tenants' rights is something that relocators must be informed about and take seriously. We need to keep bad actors like Mr. Pimienta out of the tenant relocation business; a licensing exam could change achieve that goal.

b. Surety Bonds

Intro. 682's requirement that applicants furnish a surety bond in order to obtain a license is particularly important. The bond will be available to cover fines and penalties for violations by the relocation specialist or agency. It will also cover final judgments recovered by New York City residents for damages caused by a tenant relocator's or agency's violation. The bond will also provide the city with revenue, by ensuring that fines are paid on time. The bond will substantially increase accountability in an industry where individuals and companies now routinely violate the law without consequence.

The requirement of a surety bond will also interject private sector supervision and enforcement. The underwriting standards established by surety companies will be an independent supplement to enforcement of the licensing framework.

Finally, the requirement of the surety bond will help to drive out current "bad apples" from the industry. Surety companies may demand higher premiums and collateral from unreliable relocation specialists and agencies. The surety companies may deny coverage altogether if the individual or agency falls below the surety company's professional standards. This will deter unscrupulous people from entering the industry and will be an incentive for current relocation specialists and agencies to follow the law.

c. Violations

I support the bill's imposition of fines of up to $10,000 and the revocation of licenses for violations by relocation specialists and agencies. The violations include many of the improper tactics we have come across at the Community Development Project, such as (i) offering money for relocation without communicating it in writing and with specific terms, (ii) threatening, intimidating, or using obscene language while communicating with a tenant regarding the payment of money to induce the tenant to relocate, (iii) communicating with a tenant or tenant's family member about relocation at unreasonable times and hours such that it constitutes abuse or harassment and (iv) making misrepresentations or knowingly falsifying information provided to tenants. Fining and revoking tenant relocators' licenses when they engage in these tactics are necessary to ensure that tenants' rights are being respected, that their decisions are voluntary, and that relocators who fail to comply with the law are barred from participating in the industry.

Importantly, the law would also hold tenant relocation agencies liable for violations by their agents. Imposing vicarious liability on relocation agencies is an important step in ensuring that agencies properly train their agents regarding compliance with tenant harassment laws, particularly the Tenant Protection Act. Additionally, the risk of vicarious liability will provide an economic incentive for relocation agencies to modify their hiring, oversight and monitoring processes in order to weed out tenant relocators who use, or might use, harassing tactics.

III. Intro. 700 and T2015-2867

I also strongly support both Intro. 700 and Intro. T2015-2867. These bills amend the definition of "harassment" in two parts of the New York City Code in order to capture harassing tactics related to tenant buyout offers.

Specifically, Intro. 700 would amend the Housing Maintenance Code's definition of "harassment" to make it unlawful for a dwelling owner, or an owner's agent, to make a tenant buyout offer without first: (1) notifying the tenant that he or she has the right to refuse the buyout offer, and (2) disclosing that the person making the buyout offer is an agent of the tenant's landlord (where such person is someone other than the landlord).

Additionally, Intro. T2015-2867 would amend the Tenant Protection Act to include as a form of harassment contacting a tenant about a buyout offer after such tenant has notified the owner that she does not wish to be communicated with about buyouts.

I enthusiastically support these bills because they incorporate common forms of tenant harassment that take place regularly but have not yet been reflected or codified in New York City's laws. As I discussed previously, tenant relocation specialists often coerce tenants into accepting buyout offers or fail to notify tenants that they have the right to refuse such offers. For example, the Community Development Project advised tenants who negotiated a settlement agreement with a property manager who would coerce tenants into accepting buyout agreements by threatening them about their immigration status. Further, tenant relocators like Mr. Pimienta often repeatedly offered buyouts to tenants to pressure them into accepting offers on unfair terms. Some tenant relocators call tenants at all hours of the day and night, both at home and at their place of employment, and will even wait in the lobbies of buildings to aggressively pressure tenants into entering buyout agreements. These practices are both unfair and coercive, and the proposed bills will help put them to an end.

Further, these bills should be enacted because they protect tenants from new forms of harassment that were not anticipated when laws like the Tenant Protection Act were initially adopted. New York City's laws must be dynamic and evolve to respond to new harassing practices developed by landlords.

Additionally, the proposed bills reflect the important principle that tenants should not be approached by relocators to enter into buyout agreements without first being informed of their rights. In particular, tenants should have the right to both negotiate buyout agreements on a level-playing field and to reject buyout agreements if they feel that they are not in their best interests.

Finally, it is important that these two bills are enacted because they would complement Intro. 682 and provide a multifaceted solution to the myriad problems in the tenant relocation

business. If Intro. 700 and T2015-2867 are enacted alongside Intro. 682, the licensing exam would also require tenant relocators to understand that repeated buyout offers and failing to inform tenants of their rights during buyout negotiations constitute harassment. These three bills, working together, would respond to new harassing practices and place accountability in the relocation industry through licensing, bonding and examinations.

IV. Conclusion

In our work at the Community Development Project, we witness an unrelenting barrage of harassment directed against low-income tenants who are struggling to maintain their affordable housing in a growing sea of gentrification and displacement. More and more tenants are living in buildings owned by predatory equity landlords whose business models are premised on forcing out rent-regulated tenants and permanently removing their apartments from rent-regulation. These landlords frequently recruit unethical tenant relocators who bully and harass tenants, knowing that non-English speaking tenants will be unable to fully understand the circumstances surrounding the offer or adequately negotiate the terms of the deal. These unscrupulous landlords' business models are premised in part on their knowledge that the vast majority of low-income tenants cannot afford to retain private attorneys to defend themselves against harassment or negotiate buyout offers, and that legal service providers only have the capacity to represent a tiny fraction of eligible tenants.

In the face of this tidal wave of displacement and harassment that is sweeping through low-income communities and communities of color in New York City, we urge the City to act urgently to pass these bills and firmly establish protections for the rights of low-income tenants now and forever in the future.

Thank you for your time.

LEGAL

SERVICES

INCORPORATED

TESTIMONY

IN SUPPORT OF

INTRO NO. 757: ON AMENDING THE DEFINITION OF HARASSMENT IN THE NEW YORK CITY ADMINISTRATIVE CODE TO INCLUDE REPEATED BUYOUT OFFERS

PRESENTED BEFORE:

THE NEW YORK CITY COUNCIL'S
COMMITTEE ON HOUSING AND BUILDINGS
AND
COMMITTEE ON CONSUMER AFFAIRS

PRESENTED BY:

ARIANA MARMORA
STAFF ATTORNEY
MFY LEGAL SERVICES, INC.

APRIL 29, 2015

I. Introduction

MFY Legal Services, Inc. envisions a society in which no one is denied justice because he or she cannot afford an attorney. To make this vision a reality, for over 50 years MFY has provided free legal assistance to residents of New York City on a wide range of civil legal issues, prioritizing services to vulnerable and under-served populations, while simultaneously working to end the root causes of inequities through impact litigation, law reform and policy advocacy. We provide advice and representation to more than 10,000 poor and working poor New Yorkers each year benefitting over 20,000.

MFY annually serves more than 3,600 tenants, including more than 2,000 who are at least 60 years old. MFY is committed to working with the City Council to protect the safety and affordability of housing for low-income New Yorkers so they can continue to be an integral part of New York City communities.

II. Our Clients' Experiences

The tenants who seek our help are in danger of eviction or are living in unacceptable housing conditions. Many are long-term rent stabilized or rent controlled tenants with affordable rents. Indeed, it is their continuing presence that represents much of the affordable housing in the city and also what makes them a target of harassment by landlords and investors looking for high rates of return on these "underutilized" apartments.

The wave of "predatory equity" and accompanying harassment has been well documented. In response, the City Council passed Local Law 7, the tenant harassment law, in 2008. MFY's experience since then demonstrates that landlord harassment of tenants – especially senior tenants – has continued and in many instances, worsened. Our clients still commonly experience typical harassment tactics: baseless non-primary residence eviction cases; vague nuisance allegations; withholding of repairs and maintenance while unregulated – and younger – tenants in the same building receive prime services; and even gut renovations of buildings while small groups of regulated tenants are still living there.

Although the practice of presenting repeated buyout offers to tenants has not traditionally been classified as harassment, it creates an environment of fear and intimidation that can seriously disrupt a tenant's quality of life and feeling of security in their home. Today, I present two examples that illustrate why repeated uninvited buyout offers without disclaimers should undoubtedly be classified as "harassment" in the Administrative Code:

Mr. D, an elderly single room occupancy (SRO) tenant living on the Upper East Side, faced repeated buyout offers -- five to six times a week -- after notifying his landlord that he was not interested in vacating his apartment. His landlord's persistent pressure on the tenant to accept a buyout exacerbated his anxiety and mental health conditions, and forced him to alter his daily routine so as to avoid seeing the landlord. His landlord would say things such as, "what's taking you so long?" and "why haven't you accepted the offer yet?" even though Mr. D had communicated that he was not interested in being bought out. It was only after MFY intervened on behalf of Mr. D that the landlord's agents relented and stopped harassing him.

Mrs. A, a tenant in Washington Heights fighting a baseless nuisance holdover proceeding, has lived in her rent stabilized apartment with her family for 21 years. Since a new landlord purchased the building two years ago, she has been presented with countless buyout offers, often by different agents of the landlord. Despite having communicated that she was not interested in vacating the unit for any amount of money, she came home from work one day to find an agent of the landlord speaking to her teenage daughter about a buyout—the daughter had let the agent into the apartment based on his misrepresentation that he had important legal documents for Mrs. A. Mrs. A feels that the safety of her family has been compromised by the landlord's aggressive attempts to persuade her to accept a buyout offer.

A group of East Village tenants recently told MFY that their landlord's agents have threatened to place public scrutiny on their immigration statuses if they do not accept meager buyouts and vacate their apartments. They feel pressured to accept the offers and move out rather than continue to live with increasingly aggressive and persistent offers.

When we advise tenants about buyouts, we've learned that many are unaware of the tax implications of accepting a buyout offer, and do not adequately consider the extreme difficulty of obtaining another affordable apartment after vacating their current homes.

These stories are not unusual. Every week, MFY hears from tenants who are being harassed with multiple, persistent buyout offers, and fear they will be evicted or face even worse consequences.

III. Recommendations

Landlord harassment of tenants continues because it works, and it works because it is cost-effective. Tenant harassment is usually part of a business model to empty, deregulate, and then re-rent apartments at market rates. As the law stands now, multiple buyout offers are not explicitly deemed harassment under the Administrative Code, and thus, this tactic continues to proliferate as a common and legal practice undertaken to pressure rent regulated tenants to vacate their homes. For these reasons, MFY strongly supports the proposed amendment to include repeated buyout offers within the definition of harassment in the Administrative Code.

IV. Conclusion

MFY Legal Services strongly supports Intro Nos. 682, 700 and 757, and commends the Council for its continuing efforts to curb abusive landlord practices. This bill is an essential step towards removing the incentives for tenant harassment.

Cooper Square Committee
61 E. 4th Street, New York, N.Y. 10003
Tel: (212) 228-8210; fax: (646) 602-2260
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Website: www.coopersquare.org

TESTIMONY ON:

INTRO 682: LICENSING TENANT RELOCATION SPECIALISTS
INTRO 700: REQUIRED NOTIFICATIONS BY PERSONS NEGOTIATING TENANT BUYOUT OFFERS
INTRO T2015-2867: AMENDING THE DEFINITION OF HARASSMENT TO INCLUDE REPEATED BUYOUT OFFERS

PRESENTED BEFORE:

THE NEW YORK CITY COUNCIL COMMITTEES ON
CONSUMER AFFAIRS; AND
HOUSING AND BUILDINGS

JUMAANE D. WILLIAMS AND RAFAEL L. ESPINAL, JR.

PRESENTED BY:

BRANDON KIELBASA
DIRECTOR OF ORGANIZING
COOPER SQUARE COMMITTEE

APRIL 29, 2015

Hi, I'm Brandon Kielbasa, the Director of Organizing at the Cooper Square Committee. The Cooper Square Committee is a tenants' rights organization in the Lower East Side. We are a proud member of Stabilizing NYC and also a part of the Stand for Tenant Safety (STS) Coalition which is calling for a comprehensive reform of the Dept. of Buildings.

I'm very happy to be here today to testify and show support for these bills (Int. 682, Int. 700, & Int. T2015-2867) which will help regulate the way that landlords are able to solicit buy-out offers to tenants. The use of tenant relocation specialists is not uncommon in the neighborhood I work in. They are frequently employed by the most aggressive speculative landlords in the Lower East Side. Two of these relocation specialists – Michel Pimienta (who worked extensively for SMA Equities) and Anthony Falconite (who works for 9300 Realty) – recently gained notoriety from the investigations of the New York State Attorney General. These two relocation specialists very much represent the unscrupulous behavior that we need to help protect tenants from with these new laws.

One insidious combination of harassment tactics we've seen speculators utilize here in the Lower East Side is to allow construction to rage out of control in a building they are renovating, and then send in a relocation specialist to offer buyouts to tenants while the work is bearing down on them. We've also seen speculators use this tactic in a similar but preemptive way by sending in the relocation specialist just prior to construction. These relocation specialists use the fear of the looming construction to intimidate tenants, telling them that: "The building is going to be unbearable to live in... full of construction dust and debris. You should consider your options and think about taking a buyout."

Overall, it's been our experience that tenant relocation specialists are always involved in any full-scale clearing out of rent regulated tenants. They make the difference between buildings having 10-20% of the tenants cleared out by a new owner, versus 50-100%. Relocation specialists aggressively target tenants with the most affordable rents; these tenants are almost always low to moderate income community members, many of them people of color, who are working very hard to hold onto their apartments in heavily gentrifying communities. These are tenants facing extreme displacement pressure. It's in this context that these relocation specialists work, and actually make it their job, to do whatever it takes to remove tenants from their homes.

In closing, it's worth noting that stronger tenants' rights laws that combat tenant harassment ultimately work to preserve affordable housing (tenants are displaced by harassment and then their units are removed from rent stabilization) and good laws like these will actually bolster the Mayor's affordable housing plan, because developing new affordable housing will be of limited value if we continue to hemorrhage affordable units at the astronomical rates we are doing so now, in part due to the relentless and unscrupulous efforts of these tenant relocation specialists.

Thank you.

Testimony city council hearing- licensing of private investigators offering buyouts.

4/28/15

Julie Patton
422 East 9th Street #7
New York, NY 10009

I, Julie Patton, resident of 422 East 9th Street, hereby enclose, for your perusal, copies of both a 2009 DHCR and 2009 New York State Division of Human Rights determinations. My purpose in enclosing these documents is to illustrate that I have been enduring, for almost 9 years, sustained attempts by a variety of Steve Croman landlord personnel, to make me take a "buy-out" date back to 2006. These attempts started with bi-and tri- weekly knocks at my door (initially by Christine Bermudez and Steve Croman's wife Harriet Kahman, alone or together), stealth notes, and phone calls that escalated into more and more haunting behavior. Croman (9300 Realty, and in my case 422 East 9th LLC) and his cronies have gotten more emboldened and sophisticated over the years. If local government bureaucracies were as ambitious and effective as those loose canons, the city would function like a well-oiled machine. As with the brown shirts of the past and the KGB,, and/or more recent thug-like outfits, the Croman Empire appears to have perfected a bevy of dirty tricks, surveillance tactics, harassment and intimidation that feel, to those afflicted , no different than any common gang or MENACE TO SOCIETY. Why? Because the icing on the cake is the way in which this outfit has perfected using the courts as a weapon against the most vulnerable members of society that many of you have promised to protect. Consider Hitchcock's BIRDS as a Crow Man, Falcon, haunt Gotham City like the Penguin!!! Metaphors aside, the dangers are all to real when you witness one beloved neighbor move under the force of this loaded gun triggered by greed, the lack of accountability, care, love, a sense of history, place, lack of enforcement, bling and blindness to the the meaning of "home, sweet, home." In fact, if New York State had Stand-Your-Ground laws, who would be left standing the tenant or Janeth, Falconite, or an of Croman's cronies (such as the Super)?

Spring 2014, Falconite attempted to gain access to my door by dressing up as a Fireman and hatcheting my lock. He was so viscious to a neighbor who was a recent stroke victim, that she and her husband relocated to our great sorrow. Why? Because whenever the husband was away at work, Falconite showed up and banged and kicked at her door for 20 minutes hoping to force her outside, despite my appeals to get ~~her~~ him to stop (this neighbor only speaks Polish). They had lived in my building for decades. The husband was the former Super of 422. Another long-term residency of course undergoing the

ubiquitous non-primary resident case meant to separate individuals from their pocket books, was left in the dark after her light meter was destroyed. It seems the more I resist their brew of assaults, the more Croman's mobs moves into, and impersonates, governmental personnel and spaces. Starting in January of this year, during my perhaps--- 30th court adjournment for the umpteenth legal farce and waste of tax-payers money endured ~~by the landlord~~, Falcnite seems to have moved their operations to the hallways outside of the courtroom. WhY? I suspect because they were ordered to retreat from apartment doorways and halls, they can openly harass me in public---with the most rude, in-your-face aggressive gestures, threats (that I would have to endure more legal maneuvers and toxic dust clouds), ~~tone of voice~~, one can imagine.

While I support this legislation, I do think more effective measures need to be taken to protect NYC tenants from such intimidating and destructive forces.

Thank you for listening.

Sincerely,

Julie patton

David A. Paterson
Governor

Deborah VanAmerongen
Commissioner

New York State Division of Housing and Community Renewal
Office of Rent Administration
Gertz Plaza
92-31 Union Hall Street
Jamaica, NY 11433

July 15, 2009

Julie L. Patton
422 E. 9th Street, Apt. 7
New York, NY 10009

Christine Bermudez
422 E. 9th Street LLC
632 Broadway, 7th Floor
New York, NY 10012

Todd A. Rose
Rose & Rose
291 Broadway, Suite 1202
New York, New York 10007

Re: Enforcement Case No.: XE410007-HL
Tenant: Julie L. Patton
Premises: 422 E. 9th Street, Apt. 7
New York, NY 10009

Dear Parties:

This letter is being sent to summarize the conference held on July 9, 2009, regarding the above-referenced matter. The owners were represented at the conference by Christine Bermudez, the building manager, and Todd A. Rose, attorney for the owners. The tenant Julie Patton attended the conference along with two witnesses, introduced as Arcey Harton Jr., Ms. Patton's business partner, and Merry Fortune, Ms. Patton's guest and part-time roommate.

The first issue addressed by the tenant concerned the demolition in the apartment directly below the premises at issue. The demolition involved removal of

portions of the ceiling in the apartment below. This resulted in the appearance of gaps in the tenant's floor. Through these gaps, the dust of the demolition entered the tenant's apartment, exacerbating Ms. Patton's asthma. According to the tenant's testimony, the reconstruction of the apartment below happened once before, around 2006-2007. The second reconstruction occurred on or around March 2009. The landlord stated that the first reconstruction was commenced by the prior owners of the building. Present owners completed the reconstruction and closed all gaps in the tenant's floor shortly after taking possession. According to the owners, the second reconstruction took place around March 2009. The owners stated that at the present time the gaps in the tenant's floor have been fixed.

The tenant confirmed that the gaps have been repaired, but complained that some construction dust that entered the apartment through the gaps still remains in the carpeting and the curtains. The tenant also stated that although the landlord promptly repaired most of the issues in the apartment after she placed a complaint with HPD, the issue of a broken bathroom window still remains. She also stated that although the walls were plastered by the landlord and cracks on the walls were successfully repaired, several holes on the walls were missed in the process of plastering.

The landlord responded that all the repairs were made as soon as the landlord learned of the conditions. Ms. Patton, the owners stated, has not complained to them directly about any outstanding issues. Accordingly, to rectify this issue and to make the communications easier, Ms. Bermudez, the building manager, provided Ms. Patton with her personal e-mail address. This will ensure that Ms. Bermudez promptly and directly receives Ms. Patton's complaints and will allow for the creation of the "paper trail" of complaints, according to Mr. Rose.

The landlord expressed the willingness to come to the apartment, inspect all the conditions, including the traces of dust and the condition of the bathroom window, and to address these issues, if needed. The owners stated that as soon as the tenant allows them access, these issues will be addressed. Attempts to schedule the access date at the conference were unsuccessful due to the tenant's busy schedule and issues with an elderly parent. The tenant stated that she may contact the owners in the future to address these repairs.

The tenant further complained of the past conduct from one Vinnie, residing at the apartment below the tenant. According to the tenant, in addition to creating noise, litter in the hallways, and other disturbances, Vinnie was acting on behalf of the landlord, referring to the buyout options in conversations with rent-stabilized tenants and acting as a nuisance to get the rent-stabilized tenants to leave. In particular, the tenant believes that Vinnie was hiding in empty open apartments, watching the tenants come and leave, and following behind her in the hallways.

eference to Buy out to how that experiences of harrassment date back to a prior "Falconite"

To this the owners responded that Vinnie was not the landlord's agent, but just one of the tenants. According to both parties, Vinnie no longer resides in the building. Therefore, there is no ongoing harassing conduct from Vinnie.

However, the issue of the building security remains an open issue, according to the tenant and the tenant's witnesses. In particular, the tenant complained of a broken transom on the main entrance door, which opens up, allowing a potential intruder to sneak into the building. The landlord stated that they had no previous notice of the condition, and that the transom is too narrow to allow the intruder to sneak into the building, but expressed readiness to fix the condition and present the confirmation of the repairs to the Enforcement Unit.

The tenant further explained that there is a number of empty apartments in the building. Many of these apartments are left with open front doors around the clock. These open apartments, the tenant believes pose the danger of a trespasser, concealing him/herself inside one of the apartments. Furthermore, the tenant stated, one or more of the empty apartments have open windows, allowing the pigeons to enter these apartments and leave droppings in the building. Mr. Harton confirmed Ms. Patton's statements concerning open doors and pigeons in some apartments.

The owners stated that they were not aware of these conditions and will now take steps to ensure that the doors and windows to these apartments remain closed, even if it requires the installation of working locks. The owners also promised to check for any pigeon droppings in the building and, if required, clean out the condition. The owners also asked the tenant to contact them as soon as possible through e-mail if the tenant notices any open doors or pigeons in the building, so that the landlord may remedy these conditions.

The landlord and the tenant also mentioned an eviction proceeding currently taking place in court. The landlords believe that the apartment at issue is not Ms. Patton's primary residence. Ms. Patton and Ms. Fortune vehemently denied such allegations, stating that the apartment is Ms. Patton's primary residence and it is only due to the nature of Ms. Patton's work that she is sometimes out of the apartment. The Enforcement Unit defers the ultimate decision on the merits of the case to the courts. Similarly, whether the litigation is frivolous is for the courts to decide, although it must be noted that the case has been pending before the court for a considerable amount of time and has not been dismissed as frivolous. It must be noted that if the court ultimately determines the complaint to be frivolous, such complaint may be considered a basis for finding harassment by this agency.

The Tenant further reported that since the commencement of litigation, the landlord started listing landlord's attorney's fees in the tenant's rent bill. Ms. Patterson presented several rent bills as proof of the conduct. The landlord responded by arguing that provisions of the lease entitle the landlord to list such expenses on the bill. The landlord acquiesced that such money would be only owed by the tenant if

the recovery of attorney's fees are ordered by the court. The landlord eventually agreed to stop listing attorney's fees on tenant's rent bills in the future.

The tenant's other complaint pointed out the landlord's refusal to accept rent. The owners stated that they would be ready and willing to accept tenant's rent if the tenant or her attorney acquiesces in writing that such acceptance will not constitute automatic admission by the landlord that the apartment is the tenant's primary residence. When the court renders its decision on the case (assuming that the court finds that the premises are the tenant's primary residence), the landlord must resume accepting rent from the tenant.

Other issues complained of by the tenant, included a plumbing leak incident that occurred in or around March 2007. According to the tenant, at that time she received a number of notices from the landlord, requiring access to the tenant's apartment within forty-eight hours to investigate the cause of the leak below. The tenant testified that she had to arrive home from another state to accommodate the appointment. Yet no one showed up to investigate the leak. According to the tenant, such unkept plumbing appointments were scheduled several times in or around March 2007.

The owners testified that the situation occurred only once. The landlords had to check the tenant's apartment to determine the source of the leak. By the time the tenant arrived, the issue of the leak was already addressed and access to the tenant's apartment was no longer required. The landlord stated that the situation did not recur since 2007, and thus can not be considered harassment.

* Buyout Pressure

The tenant further mentioned that she received a number of buyout offers from the landlord. Such offers were usually made by leaving numerous messages on the tenant's answering machine or by placing notes under the door. The tenant also reported several instances of the landlord knocking on her door, apparently to discuss the buyout options. Ms. Fortune confirmed being in the apartment at the time and hearing someone knocking on the door. The tenant is upset with the landlord's insistence and expressed a preference that all correspondence from the landlord be forwarded to her through the mail, unless there is an emergency. The owner agreed to send all buyout correspondence, if any, through the mail. The owners also mentioned that they do not wish to discuss the buyout with the tenant anymore and will not send any such notices to the tenant.

While the tenant complained of excessive buyout notices under her door, she also complained that she is not getting the building maintenance notices under the door. The landlord testified that the notices of building-wide services interruptions are usually posted in the lobby of the building for all to see, and slipped under every door, including Ms. Patton's. The superintendent of the building is in charge of distributing the notices. The owners promised to speak with the superintendent to make sure that all notices are properly placed under Ms. Patton's door in the future.

Other complaints by the tenant included mailbox locks that are not secure enough and apartment entrance door locks that started malfunctioning recently. According to the tenant, some mailboxes in the building share the same key. However the locks on the mailboxes, according to the tenant were not installed by the present owners and are not presently malfunctioning. The owners offered to correct the problem with the tenant's apartment door lock, if the tenant so desires and offers access. The tenant did not wish to discuss access time during the conference.

The tenant also complained that she was lacking a working gas stove and had only a small refrigerator in the apartment. While expressing initial concern of the appliances originally provided in the apartment, the landlord offered to provide the tenant with a working stove and a refrigerator. The tenant, citing personal lifestyle refused to accept or deny such offer at the time of the conference.

Another issue, brought up during the conference, was the lack of the timely apartment registration with DHCR since 2005. Mr. Rose, attorney for the landlord, assured the Enforcement Unit that the landlord recognizes the apartment as the rent-stabilized apartment, with all legal implications arising therefrom. Mr. Rose stated that his client will register the apartment.

Based on the owners' representations to the Enforcement Unit during the conference, the owners have already corrected some of the issues originally complained of by the tenant, and are ready and willing to correct all outstanding issues in the apartment and the building in a "workmanlike manner." The Enforcement Unit requests that confirmation of all repairs (including those to the front door transom, broken apartment doors) be forwarded to the undersigned by fax, as proof of compliance with the directives given in this letter and agreements reached at the conference. Once the Enforcement Unit receives proof of good-faith efforts underway to address the tenant's concerns (particularly those related to the security of the building), this harassment case will be recommended for closing. The case may be closed without further notice and without prejudice to the tenant's right to file a new complaint as the future facts may warrant.

Very truly yours,

Alexey Bakman
Senior Attorney

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CAAAV
ORGANIZING ASIAN COMMUNITIES

Testimony on Intro 682, Intro 700 and T2015-2867

Thank you Chair and for the Housing Committee and Consumer Affairs Committee for holding this hearing on a critical issue that affects the residents we organize. My name is Cathy Dang and I am the Executive Director of CAAAV Organizing Asian Communities. We organize low-income Asian immigrants for housing justice through: landlord accountability and fight back against displacement in Chinatown and through organizing diverse Asian immigrant residents in Queensbridge Public Housing. CAAAV is also a member of Stabilizing NYC, a citywide coalition of grassroots housing organizations that organizes tenants of predatory equity landlords.

CAAAV is here to express our support of Intro 682 licensing tenant relocation specialists, intro 700 requiring notifications by persons negotiating tenant buyout offers, and T2015-2867, amending the definition of harassment to include repeated buyout offers. These are all practices of predatory landlords, all too common in Chinatown. I'm here to share stories of our members and their fight to rightfully remain in their homes – homes they have been in for decades and in a community they helped to build.

CAAAV organized residents of Samy Mahfar or SMA Equities and Shoreline Properties. Both of them used Michel Pimienta's tenant relocation specialist company to harass and threaten their rent-stabilized low-income Chinese immigrant tenants. They had a Chinese-speaking tenant relocation specialist, named Ms. Jiu, who would get commission for every unit they were able to push out. At 197 Madison, our tenant leader, Mr. Pan was harassed with persistent phone calls and house visits to take a buy out when he adamantly opposed leaving. At 22 Spring, we worked with one couple who had lived in the community for seven years and had relationships with the residents in the building who had lived there for 30 years. Ms. Jiu and Michel Pimienta called and knocked on the door of Ms. Chang every other day. They threatened to take them to court if they didn't take the buy out that was up to $90,000. They threatened to withhold their lease and evict them if they didn't take the buyout. They would lie and offer to talk about a lease just to lure them out of their homes. The couple didn't want to leave because they relied heavily on Chinatown as a community network – grocery markets, stores, friends they knew, schools, etc. After 6 months of threats, his wife couldn't take the stress from the threats of eviction and even had a mini-stroke. Although the Attorney General issued a cease and desist on Michel Pimienta's company, they are still operating in 22 Spring as an employee of the landlord.

Residents in the community are being offered anywhere between $300 to $120,000 dollars to abandon their rent-stabilized homes. Nearly all of the 40-50 residents we've organized in the last year who were approached by tenant relocation specialists don't want to leave because they know they can't find another rent-stabilized unit elsewhere. For them, no amount of money is not enough to take them out of their homes. But, they can't take the harassment and a lot eventually concede to taking the buyout.

Although the landlord is the reason why rapid displacement is taking place, tenant relocation specialists help landlords speed up the process. We need more stringent laws to regulate buyout offers and tenant relocation specialists. Once the rent-stabilized tenants take the buyouts and leave, the units are flipped to market rate housing.

FOR THE RECORD

Dear Ms. Wilcox,

I am the senior member of a firm that specializes in representing owners of residential and commercial real estate in the City of New York. It is with great concern that I write to you regarding the above Bill.

My concern is that the Bill may unintentionally affect attorneys in a situation analogous to the Fair Debt Collection Practices Act's (FDCPA) failure to make any such exception.

In reading the language of the Bill I do not believe the intention is to include attorneys as Tenant Relocation Specialists. It is a common and frequent event in NYC for attorneys to participate in buyout negotations with tenants, both in and out of court. In addition to ethical and other guidelines, stipulations, including those for relocations and buyouts, are reviewed and approved by Housing Court Judges, as well as their court attorneys. Attorneys are officers of the court and are bound by the Canons of Ethics, even out of court. Improper conduct is subject to disciplinary action by the various Grievance Committees for each judicial department. It is apparent the proposed legislation is addressed to a sector that is not subject to any such supervision.

By failing to exclude attorneys the Bill not only makes ordinary buyout negotiations problematic but it creates a situation comparable to the problems caused by the FDCPA's lack of any such exclusion. As you may be aware, that failure has created somewhat of a cottage industry whereby attorneys sue other lawyers for what they perceive as even the most minor of violations, seeking tens to hundreds of thousands of dollars through class actions and other devices. It is common knowledge that most such actions are settled for nuisance value. Equally well known is that most such actions have nothing to do with any abusive or improper actions by the attorney charged with the violation. Rather, the statute is a highly technical one that has been subject to various inconsistent interpretations by the courts. Intro. 682 will no doubt spur similar litigation.

Thank you for your attention.

Respectfully,
Niles C. Welikson, Esq.
Horing Welikson & Rosen, P.C.

Testimony City Council- Private Investigator licensing FOR THE RECORD

Helen Rajewsky - November 27, 2012
20 Prince Street
NY, NY 10012

An outrageous and outlandish series of events took place on Tuesday November 27, 2012 at 20 Prince street. Helen Rajewsky, was 88 years old in January and for over 50 years she has been a tenant at 20 Prince Street, Apt. 36, N.Y. N.Y. 10012. For the last few years Helen is under the guardianship of The New York Foundation that handles her finances and affairs.

On November 27, 2012 at 10:00 am, Helen's landlords Steve & Harriet Croman sent two of their property managers Jackie Slater and Janet Donovan to go directly to Helen's apartment door, without first ringing the downstairs doorbell to announce themselves, nor by first calling Helen on the phone requesting to speak with her regarding access. Because there was no emergency, they also did not give Helen " 24 hour advance notice " as required by law that they wanted access into Helen's apartment. Instead, in a gestapo like manner they marched directly up to Helen's apartment and began loudly banging at her door insisting that Helen let them in. Helen was terrorized, she did not know these woman. The foundation instructed Helen never to open the door to anyone she didn't know, so that's why she didn't open the door to these woman claiming to be agents of the landlord.

When Croman's property mangers Jackie Slater and Janet Donovan did not gain access because Helen wouldn't open her door, they called the Elizabeth Street Police 5th Precinct directly (and not 911) and made a false report on Helen. Six (6) policemen appeared at Helen's apartment along with Croman's property managers Jackie Slater, Janeth Donavan and the EMS crew. The police pounded loudly at Helen's door to open up and threatened to break the door down and they had a crow bar.

A neighbor Terry Iacuzzo who lives above Helen and sees her everyday and keeps an eye on Helen, was coming down the stairs and rushed to Helen's defense trying to intervene with the police. Terry told the cops that Helen was alright and tried to block the door with her arms outstretched when one of the policemen raised the crowbar in a menacing manner and threatened Terry with arrest for trying to protect Helen.

Terry identified herself to Helen, and from inside Helen told Terry she was fine and nothing was wrong. Terry told the police that Helen was fine and from behind the door Helen herself told the police she was fine. Other neighbors hearing the commotion and who know Helen well also came to Helen's defense and told the Police she was ok.

But the police said that they just wanted to open the door to talk to her and that if she talked Helen into opening up the door they wouldn't do anything, except talk to Helen and make sure she was alright. So Terry trusted what the police said and convinced Helen to open the door. But the Police lied.

Terry persuaded Helen to open the door, (which she now regrets: in view of what happened). Helen finally relented and as soon as Helen opened the door a little bit and at that moment the police pushed it open, grabbed Helen and she went down on the floor (or they pushed her down

to subdue her), and she was hit in both arms (to restrain her)?

With Croman's property managers Jackie Slater and Janet Donovan parading alongside the police, Helen was pulled/dragged out of her apartment and restrained into an EMS chair and was carried down three flights of stairs out into the street into a waiting ambulance and taken to NY Cornell Weil emergency room for psychological evaluation. And when questioned as to why this was being done they said for psychological evaluation.
Helen was humiliated as she was paraded restrained in front of the public, in front of fellow tenants, neighbors and people on the streets.

Worried about her cat, Helen gave the keys to her apartment to her trusted neighbor, Terry, to feed her cat.

At 11:30 AM Helen called her friend and neighbor Mary Ann Miller from the hospital emergency room to tell her what had transpired. She had also called the foundation to inform them of what happened. She extremely upset, shaken and so traumatized that she didn't even know where they had taken her or why.

After they took Helen away about an hour and a half later, Croman's property managers Jackie and Janet came back up and this time marched up to Terry's apartment demanding her to turn over the keys to Helen's apartment to them. Terry refused to because Helen had entrusted her keys to Terry and she had to feed Helen's cat and without the keys she had no way to get inside the apartment to feed her cat.

Jackie and Janet then told Terry that she could not have the keys and threatened Terry with the police that if she didn't give the keys up. They were there when Helen gave her the keys and if she didn't hand the keys over to them, they were going to call the police again. Under the threats of further police action, Terry terrorized by what just occurred handed them over.

Then Jackie and Janet marched down to Helen's apartment and illegally entered her home and took photographs. Jackie and Janet never returned the keys back to Terry so that she could feed Helen's cat and instead they took Helens keys back to Croman's office where they have a room with a key duplicating machine.

About 4:30 pm Croman's " Management, " got a call from the New York Foundation that Helen was being released and that she would be coming back in 20 minutes by ambulance.

In the bitter cold, fellow tenants Mary Ann Miller and Guy both froze while waiting a full hour outside the building for Helen to return. They then waited a second hour inside the building because it was well below freezing and Helen had not returned home yet. Guy then went upstairs and Mary Ann stayed waiting around another half hour until Helen finally came home at 6:15 pm. While waiting in the hallway, the alleged " super " of the building named Ivan Ceranic also began waiting for Helen to return because Croman's property managers Jackie and Janet gave Helen's keys they had taken from Terry and passed them onto super Ivan Ceranic," who lives in basement apt. When Helen finally returned home, Ivan handed Helen her keys. When she saw Ivan was in possession of her keys that she had entrusted to her neighbor Terry to feed her cat, Helen wanted to know and questioned Ivan how he got her keys that she had given to Terry? He just said " The Office " and refused to say anything else.

Helen did not come back by ambulance, but traveled all alone by bus in the bitter cold. Helen only had three dollars on her when she was taken away and was not dressed properly for the

bitter cold.

Helen was frozen and so traumatized that she didn't even know where they had taken her. In 33 degree weather Helen's feet and socks were so soaking wet that she was making footprints everywhere. Before this all happened, Helen was getting ready for Thursday, November 29, 2012, when the New York Foundation had arrangements for her apartment cleaning.
Mary Ann Miller accompanied Helen up the three flights of stairs to her apartment. Mary Ann got Helen up to her apartment and saw the apartment and she smelled nothing wrong. Helen feed her cat. This ordeal started at 10 am until she got back at 6:15 pm.

This should have never happened. This is an outrage. It's a well know fact that Croman Real Estate covets her apartment. She is a rent controlled tenant and the way they have gotten out other rent controlled tenants throughout out their many building and with some grossly overstated renovations they could get upward 3, 4 and even 5 thousand dollars a month.

Landlord then serves Helen with Court Papers in another attempt to evict Helen

When the landlord's hauling Helen off to the hospital for psychological evaluation failed to work the next weapon in their arsenal was to use the courts to get Helen out. Just before the Christmas Holiday Steve and Harriet Croman Strike Again, it's a real live
New York Scrooge Story on the Eve of the Eve of Christmas. The Cromans served a soon to be then 87 year old woman(now 88) with eviction papers telling her to vacate her apartment by December 23, 2012.

FOLLOW-UP: Helen lost a portion of her foot because of Cromans' relentless actions to get her rent controlled apartment. The infections were a result of her being forcefully taken away.

Helen came home from the hospital by bus, by herself, in the pouring rain & Sleet.
Her shoes and socks were soaking wet, the instep rubbed against the side of her foot causing a sore which due to her diabetic condition could not heal.

The Emergency trip to Beth Israel Hosp. Emergency Room resulted in an operation on her foot to remove the infection - plus a series of intravenous, anti-biotic treatments and she was there at Beth Israel Hospital for 3 weeks. She returned home, but the infection flared again and back to the hospital for more than 5 weeks. All resulting from the brutish manner in which she was forcefully removed to the hospital for " Observation."

Helen was forced to walk a very long distance from the bus on 2nd Avenue (Close to Houston) from Ludlow to Prince Street (6 very long blocks) Her age, her condition, the weather all contributed to her being hospitalized and enduring two operations, all resulting from the maltreatment she received at the hands of Steve and Harriet Croman.

This is not an isolated incident, there are many other vulnerable elderly tenants harassed and victimized by the Cromans and their agents.

Mary Ann Miller related to another neighbor what had happened to Helen, and he said:
" What country are we living in?"

1. This was not an emergency, why was the police called? Why did the police come?

2. Why should the Taxpayers, Medicare or Helen pay for this psychiatric evaluation and ambulance transportation? Send the bill to Croman. Helen should not be responsible for any cost.

3. Where are the keys that the landlord has? Why did they need to get their hands on Helen's keys when they have copies of all keys in their office?

4. The property managers demanded Helen's keys from Terry knowing that Helen's gave Terry the keys because her cat needed to be fed and without the keys, Terry could not enter into the apartment to feed Helen's cat. The cat would ave died.

5. What right do Croman's property mangers Jackie Slater and Janet Donovan have to break into and enter Helen's home and photograph her apartment, without prior notification? This is an illegal entry.

6. Since when does the Police believe a landlord over a tenant.

7. Helen was illegally locked out / illegally evicted.

4/28/15

FOR THE RECORD

Testimony- Council hearing- licensing private investigators

20 Prince Street, Apartment 19. Tuesday, May 14, 2013

As I went down the stairs at 20 Prince Street early this morning around 8:45 AM, I saw a man banging on my Chinese neighbor's door in Apartment 19. And he was banging not knocking. The door opens and the ' Father 'of the family looked out a chain held fast the door. The stranger yelled " Mr. Dag " Mr. Dag " The Father asking about what he should do from behind the door looked at me and I shook my head "no."

" I'm from management ," he said. "I'm an independent contractor and I'm here to make repairs. He turned to me and said " What are you looking at? " he said to me. I replied his tactics were a bit rough and he showed no ID. I tried to signal to the family to call the police, but they didn't understand my signing.

They closed the door. The man told me his name was Anthony. When I asked who he was he replied, " I just lost a job Thanks to you. And what's your name? " " Mary," I said.

The door opened again with the chain across and this time I knew the name of the woman/mother " YHEE. "

" Anthony " says " I've gotta get in, there are things I have to repair, especially in the kitchen and the bath." Yhee looked at me and I shook my head "no" and she closed the door. Anthony turned to me and said, " You just lost me a job - how an I going to feed my wife and kids? "

I replied "That's the breaks Anthony" He said, "You wouldn't be saying that if you were my wife and kids. "

" Luckily I'm not, " I called after Anthony, who was skipping down the stairs who shot back, " Thank God." I laughed - and he was gone.

The only thing he told the truth about was his name, Anthony, not an independent contractor, but a detective and the V.P. of Secure Watch 24 named Anthony Falconite and now Croman's new in personal house detective (the Croman's lease police). I am shocked, I would not have believed it had I not seen it first hand.

Mary Ann Miller
20 Prince Street, Apt. 21
NYC, NY 10012

(212) 219-7506

05/13/2014

FOR THE RECORD

Affidavit

Krystyna Tarlowska
422 East 9th Street #4
New York, NY 10009

I have been a target of harassment by Anthony Falconite. On November 13th, 2013 Falconite and Janeth Donovan came to my place of work. I am a live-in home attendant and demanded the doorman to ask me to come down to the lobby. When I arrived at the lobby both Falconite and Donovan were very aggressive with me saying that I lived at this building and that they were going to evict me from my 422 East 9th Street apartment. They even took a picture of me while I was responding to them . I explained to them that this was where I worked as live-in home attendant and that this was not my primary residence.

I expected to hear from management to inquire about my job as a live-in home attendant but I never heard from them. Instead on May 1st 2014 I received from them a notice of their intention not to renew the lease. I believe that management is harassing me to get me out. On November 12th, 2013 my electric meter was mysteriously broken. I reported this to management but I got no response . Then I called the police who came and then called the landlord and Con Edison and my meter was finally fixed. Now they are claiming that I do not have electric service which is a lie.

Krystyna Tarlowska
422 East 9th Street Apt.4
New York, NY 10009

State of New York)

County of New York

Subscribed and sworn to before me this day 13 of May, 2014

Notary Public L. V. Deconescu

LILIAN V DECONESCU
Notary Public - State of New York
NO. 01DE6157298
Qualified in Queens County
My Commission Expires 12/4/2014

MELISSA HOPE

MELISSA@NOMADCODE.COM, MHD12@CORNELL.EDU

April 28, 2015

FOR THE RECORD

To the City Council of New York:

My name is a Melissa Hope and I am a rent stabilized tenant at 159 Stanton Street, a building owned by Steve Croman and managed by 9300 Realty. Management has harassed tenants in our building. I am grateful to GOLES and the Stop Croman Coalition for their support and assistance in the face of ongoing harassment by Croman/9300 Realty representatives.

I personally have experienced repeated visits to my apartment by Anthony Falconite, a private investigator, asking for private information about myself, my family, my background and my neighbors, and offering low-ball lease buyouts despite being told repeatedly not to visit me. These activities happened as recently as Monday, two days ago, despite a state injunction against this particular individual approaching tenants.

Other times I have been approached by this man include October 16, 2013 and January 16, 2014. He was inside and/or in front of my building on October 22, 23 and 26, 2013, in addition to Monday, April 27, 2014.

On Friday, January 16, 2014, the buzzer rang at 9:30 AM, with no reply when I asked who it was, so I did not let anyone in. This happened twice, and I looked out the window but no one was at the door to the building.

Later, tenants in four other apartments said that they had heard the buzzer and asked who it was, with no answer or being told "building management." One person asked for a name and was told "Anthony." When asked for a last name, there was no answer. This was capitalizing on confusion because the building manager is named Anthony Pagan and so others were unclear which Anthony was at the door.

At 9:45 Am Anthony Falconite rang the bell on my apartment door. I spoke to him in the hall, closing the door behind me. He asked if I would be interested in a buyout, and I said that Anthony Pagan had offered me $4000 and that this is risible, indicating that a reasonable offer is not forthcoming. He said that he was unaware of that offer. He wanted to know a number. I said that I did not want to discuss this with him and did not want to be harassed any longer. As I went back in to my apartment, Falconite said through the door, "This is harassment? Are you out of your mind?" In fact, the law is clear that showing up at any tenant's door unannounced and demanding their time and attention is harassment.

At 9:50, I had a call from another tenant saying that Falconite had knocked on his door. Tenant said that he did not want to speak to Falconite, Falconite said "You

don't even know who I am" and the tenant replied "I know who you are and I don't want to speak to you." Falconite asked questions about how he knew, from whom in the building, and so on, information that the tenant did not offer. The tenant has his card, saying Anthony Falconite LLC with a POBox address. After the tenant saw Falconite off, then Falconite came back to say "Be polite!" which is clear unjustified aggression and harassment.

Another tenant reported hearing Falconite knocking on doors on the third floor this morning. She also heard Falconite talking in the previously described incident, and said that Falconite was aggressive and nasty. Considering this, she did not respond when he knocked on her door.

The most recent incident was this past Monday, April 27, 2015. Falconite knocked on my door at 10:35. My guest Andrea Berger (see attached statement) told him through the door I would be back in the afternoon. Falconite also spoke to another tenant who said she did not want to speak to him. We have both told him in the past that we were not interested in speaking to him, so this is contrary to the rules of engagement. It's a hostile act by management to harass tenants. This is peculiar because Falconite was reported to have been fired and is not allowed to harass tenants according to a NY State injunction, but this continues.

Based on my personal experience and that of my neighbors, I and the tenants association of my building are in favor of passing the proposed bills,

- Int. 682 - Licensing tenant relocation specialists
- Int. 700 - Required notifications by persons negotiating tenant buyout offers
- T2015-2867 - Amending the definition of harassment to include repeated buyout offers

Thank you for your attention to these serious matters affecting the quality of life of many, many City residents.

Yours truly,

M Hope

Melissa Hope

NALTER AZEVEDO 321 EAST 10TH STREET 1-W NY, NY 10009
(646) 209-6390 WPAZEVEDO@YAHOO.COM

April 28th, 2015

MEMBER OF STOP CROMAN COALITION.ORG
OF GOLES (GOOD OLD LOWER EAST SIDE)
OF NYS TENANTS AND NEIGHBORS COALITION

When Steven Croman and his wife Harriet Kahan bought and started "visiting" all the tenants in our building.

Mr Steve Croman himself knocked on my door asking me if I wanted a buy-out. (That was July or August 2006). I said no, but that didn't prevent his agents from calling me, emailing me multiple times asking me to take a buyout: "It will be advantageous for us both", they all said it. By they I mean: Ms Christine Bermudez; Yessenia Camilo; Catherine (212) 228-9300 x 226 this one would not tell me her last name. And currently I have been contacted excessively by Ms Janeth Donovan, the property manager for our building since last August (2014).

I contacted Ms Janeth Donovan to fix broken tiles, holes in apartment, an existing leak (on and off) in the bathroom ceiling that seeps through the walls and it has caused the walls to rot, tiles are falling off and the ceiling has rotted and fallen off 3 times since 2006. She ignored my attempts to request repairs up to a month later when I agreed to meet with her to discuss her buyout offers; (I first asked for repairs when my refrigerator started malfunctioning, operating erratically on November 10th 2014). Ms Donovan right away agreed to a meeting on December 16th 2014.

WALTER AZEVEDO 321 EAST 10TH STREET 1-W NY, NY 10009
(646) 209-6390 WPAZEVEDO@YAHOO.COM
April 28th, 2015

MEMBER: OF STOP CROMAN COALITION.ORG
OF GOLES (GOOD OLD LOWER EAST SIDE)
OF NYSTENANTS AND NEIGHBORS COALITION

When I arrived at 632 Broadway, 7th Floor, offices of 9300 Realty and other real estate companies owned by Harriet Kahan Croman and Steven Croman; Ms Janeth Donovan called me to the kitchen area since there were no meeting rooms available. A big body builder-type man was there, Tony. She told me she was training him and he'd talk to me as well. He started intimidating me standing on my face, literally on top of me, "so, I hear you are taking our buyout, that's very smart of you" he said. "And you're leaving next month, you're going back to Puerto Rico as a rich man" he added with a piercing laugh which I interpreted as disdain? Discrimination? Racism? Bigotry? I had no idea what was happening at that time. I said I would think about it because I wasn't sure about taking such buyout. He offered me 85 thousand dollars after Janeth Donovan told him her predecessor Ms Christine Bermudez told her about that offer back in 2008. When Mr Steve Croman and Ms Christine Bermudez gave me a contract offering me 85 thousand dollars to move out I refused to sign it (at the same office); Mr. Steve Croman went ballistic on me, calling me names, profanity, vulgar, racist, discriminatory (Spick, f-word many times, stupid piece of S...t, "Who do you think you are?, "get the f...k outt my office, he said. "Now I am the one who doesn't want to give you f...ing Spick ass a buyout." He then stormed out. His agents a Still trying to coerce me into taking such buyout offers.

PAGE 2 - ?

4/29/15

Testimony-city council hearing on licensing of private investigators.

E.Patricia Ramirez
444 East 13th Street #2
New York , NY 10009

Yo soy E.Patricia Ramirez vivo en el 444E. 13th ST Apt 2 estoy hoy aqui para apoyar nueva leyes que sea necesario para los investigadores privados que tengan licencia del estado si van a negociar compra de apartamento ya que los nuevos duenos del edificio que son goldmark propery han estado acosando a todos los inquilino para que les vendan su apartamento an venido mas de dos investigadores privados han mpreguntado si somos legales en este pais tambian han venido por la noche acosar ellos viene alas 1;00 de la manana o media noche tocando y hablando fuerte como espantando ala gente inventando cosas que ahi prostitusion ,drogas,mafia que ahi mucha gente en los apartamentos tambien el dia 17 de abril serraron el gas y no tenemos agua caliente tambien quiero mencionar que ahi menores de edad en este edificio tambien nos dijeron que la construccion va a durar de 6 meses a 12 meses elllos dijeron que como vamos a vivir con la construccion en proceso

Patricia Ramirez

05/13/2014

Affidavit

Krystyna Tarlowska
422 East 9th Street #4
New York, NY 10009

I have been a target of harassment by Anthony Falconite. On November 13th, 2013 Falconite and Janeth Donovan came to my place of work. I am a live-in home attendant and demanded the doorman to ask me to come down to the lobby. When I arrived at the lobby both Falconite and Donovan were very aggressive with me saying that I lived at this building and that they were going to evict me from my 422 East 9th Street apartment. They even took a picture of me while I was responding to them . I explained to them that this was where I worked as live-in home attendant and that this was not my primary residence.

I expected to hear from management to inquire about my job as a live-in home attendant but I never heard from them. Instead on May 1st 2014 I received from them a notice of their intention not to renew the lease. I believe that management is harassing me to get me out. On November 12th, 2013 my electric meter was mysteriously broken. I reported this to management but I got no response . Then I called the police who came and then called the landlord and Con Edison and my meter was finally fixed. Now they are claiming that I do not have electric service which is a lie.

Krystyna Tarlowska
422 East 9th Street Apt.4
New York, NY 10009

State of New York)

County of New York

Subscribed and sworn to before me this day 13 of May, 2014

Notary Public L. V. D.

LILIAN V DECONESCU
Notary Public - State of New York
NO. 01DE6157298
Qualified in Queens County
My Commission Expires 12/4/2014

REBNY®
REAL ESTATE BOARD OF NEW YORK

Testimony before the Committee on Housing and Buildings
of the New York City Council
By Angela Sung Pinsky, Senior Vice President
Real Estate Board of New York
April 29, 2015

Good morning Chairperson Williams and members of the Committee on Housing and Buildings. The Real Estate Board of New York, representing over 16,000 owners, developers, managers, and brokers of real property in New York City, thanks you for the opportunity to testify on Intros 682, 700, and 757 regarding protecting tenant rights.

We should protect all Tenants from Harassment. However, tenant buyouts and compensation offers are not necessarily predatory by nature. These economic transactions, depending on a tenant's circumstances, could be beneficial to the tenant. Buyouts are transacted around the city where tenants are satisfied accepting an offer, which allows the building owner to engage in activities that range from retrofitting/modernizing apartments, making building wide improvements, or construction of a new development or new housing.

At this time, the city faces both a shortage of housing and an equally pressing need to preserve and upgrade its existing housing stock. We should not discourage activity which can accomplish these ends, but we should not tolerate tenant harassment as a means to that end..

We should not tolerate the persistence of an offer that the tenant determines to be below value, and/or is accompanied by threatening or harassing behavior.

Therefore, we should carefully balance the protections of the tenant with ability to proceed with fair buyout transactions. Below are our comments to the proposed legislation that we feel would improve that balance:

- **Tenant Relocation Specialist** – This definition should not include the Owner, the direct employee of the owner or property management firm, or counsel retained by the Owner or Management Firm.
- **Prohibition of Contact** – Any limitations on contact should only be considered if the offer is substantially similar to the previously refused offer. If an offer is materially different, it could move from an offer determined by the tenant to be below value to above value. In this case, we should maintain an ability for the landlord and the tenant to consider any substantive changes.
- **Methods of Communicating Refusal –** If a tenant is informing a relocation specialist that they do not wish to be contacted, this should be provided in written form.

We believe that effective legislation can be crafted to achieve the Council's goals while addressing the concerns listed above, and we look forward to working to that end with the Council. Thank you again for the opportunity to comment.

NEW YORK LEGAL ASSISTANCE GROUP

Testimony by New York Legal Assistance Group (NYLAG)

Before the NYC Council Subcommittee on Housing and Buildings:
Amending the Definition of Harassment to Include Repeated Buyout Offers

April 29, 2015

Chair Jumaane D. Williams, Councilmembers, and staff, good morning and thank you for the opportunity to discuss the proposed amendments to Local Law 7 of 2008. My name is Philippo Salvio and I am a Pro Bono Scholar with the Housing Project at the New York Legal Assistance Group ("NYLAG"), a nonprofit law office dedicated to providing free legal services in civil law matters to low-income New Yorkers. NYLAG serves immigrants, seniors, the homebound, families facing foreclosure, renters facing eviction, low-income consumers, those in need of government assistance, children in need of special education, domestic violence victims, persons with disabilities, patients with chronic illness or disease, low-wage workers, low-income members of the LGBT community, Holocaust survivors, and veterans, as well as others in need of free legal services.

The Housing Project at NYLAG sees countless tenants who have suffered harassment by their landlord, both criminal harassment and conduct that falls under the Anti-Tenant Harassment law. We frequently speak to tenants who have suffered from persistent buyout offers, which are concerted efforts made by landlords to circumvent rent-regulation laws and to take advantage of economic inequalities. These offers are usually for much less than the value of the apartment to the landlord, and such conduct often ends up inducing tenants to vacate their homes.

Repeated buyout offers are an unconscionable practice that allows landlords to apply persistent pressure on vulnerable tenants to give up their apartments. Landlords will often abuse their positions of power and wealth to force tenants, many of whom are low-income, out of their homes. Landlords have used this practice to essentially circumvent rent regulation laws and the legal safeguards of a Housing Court proceeding to evict low-income tenants out of their homes.

The constant pressure of a buyout offer forces many tenants into compromising situations. Tenants immediately lose their sense of desirability and community when confronted with the proposition that they are no longer wanted and but for the laws protecting rent stabilized tenants, would have been evicted. Landlords who persist and pressure their tenants with repeated buyout offers know that it will only be a matter of time before the tenants give up their apartments.

While some tenants can stave off initial buyout offers, landlords will often resort to intimidating and often illegal practices to force tenants to surrender their tenancy rights. For example, NYLAG is currently working with a low-income client in Red Hook who was impacted by Hurricane Sandy. The client lives in a rent stabilized building where the landlord has refused to accept her T-DAP subsidy payments and has been pressuring her to accept a buyout of her apartment. The landlord has already bought out other tenants in the building and has made it incredibly difficult for the tenant to remain there. Since the landlord has refused to accept the T-DAP subsidy, the landlord has been charging her a rental amount that the client cannot afford, but also should not be paying. With the pressure of possibly being brought to housing court in a non-payment eviction proceeding, the landlord has created the optimal situation for our client to accept a buyout that she ultimately does not want.

Persistent buyout offers should not be considered protected speech under the First Amendment, especially when tenants have made it clear to their landlords that they are unwilling to give up their tenancy rights. Like other forms of commercial activity, persistent buyout offers constitutes speech susceptible to regulation, especially when the speech is often used to intimidate and harass other individuals. Landlords are in a position of power simply from the nature of a landlord-tenant relationship and often from the economic inequality between the parties. A tenant that has refused a buyout offer should be free from subsequent landlord harassment, when such a tactic is often intended to break down the tenant into vacating the apartment.

The amendments proposed by this Committee are certainly a move in the right direction. Including repeated buyout offers as a form of harassment will serve as a deterrent to aggressive landlord behavior and will maintain communities that have been plagued with or are at risk of displacement.

However, while this proposed amendment will help safeguard vulnerable tenants from aggressive landlord behavior, we strongly urge this Committee to strengthen the ant-harassment laws by considering further amendments that provide necessary protections for tenants from common dishonest practices.

We ask the Committee to consider amending the intent requirement for proving harassing behavior to a standard that better protects tenants. As the law currently stands, tenants have to prove that the actions of the landlord were intended to induce them to give up lawfully-held tenancy rights. Many landlords will often defend egregious behavior and practices on the grounds that their actions were never specifically intended to force the tenants out of their buildings. This makes it incredibly difficult for tenants, many of whom are *pro se*, to prove the harassment on the record despite there being more than substantial evidence of harassing behavior. Landlords should be penalized for behavior that they knew or should have known would have been likely to force tenants to give up their occupancies.

We also ask the Committee to consider codifying a presumption of harassment when landlords bring at least two claims against tenants that are dismissed within the span of five years. Landlords and their attorneys recklessly bring baseless claims against tenants with the goal of forcing the tenant to move out. Tenants are severely prejudiced when being brought to court on baseless claims. Tenants must go through the taxing experience and costs of having to go to Housing Court, as well as deal with being put on the Tenant Blacklist, which makes it incredibly difficult for the tenant to find another apartment in the future. In many situations, it is often difficult for tenants to prove on the record that a claim brought against them is frivolous, nor do they know that they need to ask for it to specifically be found frivolous, as opposed to just having a Judge dismiss the case. A presumption of harassment from two dismissed cases within five years will deter landlords from using legal proceedings as intimidation tactics to get tenants to vacate their occupancies.

Finally, we also ask the Committee to strike down the bar from bringing a future harassment claim if the tenant has brought three frivolous harassment suits against the landlord over the span of 10 years. Many tenants that are unfamiliar with the legal process or are *pro se* litigants are prevented from asserting their anti-harassment rights against legitimate acts of harassment. In the alternative, changing

the threshold to three claims within five years will allow tenants to safely assert their rights without fear of losing their protections in the future.

We conclude by urging the City Council to continue to make the following amendments to the current Anti-Tenant Harassment law:

- Include persistent buyout offers as one of the definitions of harassment
- Illegalize behavior that the landlord knew or should have known would have been likely to force the tenant to give up their occupancies.
- Codifying a presumption of harassment when the landlord brings two dismissed claims against the tenant with a five-year period.
- Striking down any bar from tenants to bringing future harassment claims against the landlord or in the alternative, changing the threshold to three claims within a five-year period.

We would welcome the opportunity to further discuss or comment on these matters in the future.

Thank you for the opportunity to testify today.

Respectfully submitted,

Philippo Salvio
Pro Bono Scholar, Housing Project, NYLAG

same panel as Arnold Acosta

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. 682, 700 Res. No. 757

☑ in favor ☐ in opposition

Date: 4/29/15

(PLEASE PRINT)

Name: Cynthia Weaver

Address: 1 West 125th St NY NY 10027 or 40 Worth St. 6th Fl. NY NY

I represent: Legal Services NYC, Local 2320 of UAW

Address:

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 04/29/15

(PLEASE PRINT)

Name: Brandon Kielbasa

Address: 61 E. 4th St. NYC 10003

I represent: Stabilizing NYC - Cooper Square Committee

Address:

same panel as Cynthia Weaver

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. 682, 700 757 Res. No. _____

☑ in favor ☐ in opposition

Date: 4/29/15

(PLEASE PRINT)

Name: Arnold Acosta

Address: 43 Essex Street New York N.Y. 10002

I represent: Client of Legal Services NYC, to follow Cynthia Weaver

Address: 40 Worth St. 6th Fl. NY, NY

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THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 4/29/15

(PLEASE PRINT)

Name: Sharon Dahl

Address: 309 E 8th St NYC 10009

I represent: Stabilizing NYC - Cooper Sq Mtg

Address:

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Donna Chiu

Address: 111 Division St. - NYC 10002

I represent: Stabilizing NYC - Asian Americans for Equality

Address: _____

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

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☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Cathy Dang

Address: 55 Hester St. 10002

I represent: Stabilizing NYC - CAAAV Organizing Asian Communities

Address: _____

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THE CITY OF NEW YORK

Appearance Card

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☐ in favor ☐ in opposition

Date: 4/29/15

(PLEASE PRINT)

Name: Amit Bagga

Address: Tamala Boyd DCA

I represent: _____

Address: DCA

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 4/29/15

(PLEASE PRINT)

Name: Tamala Boyd

Address: _____

I represent: DCA

Address: _____

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 4.29.15

(PLEASE PRINT)

Name: Mary Conley

Address: _____

I represent: DCA

Address: _____

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THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. 757, 760, 682 Res. No. _____

☒ in favor ☐ in opposition

Date: 4/29/15

(PLEASE PRINT)

Name: ARIANA MARMORA

Address: 299 HIMROD ST., APT. 3R BROOKLYN, NY 11237

I represent: MFY LEGAL SERVICES

Address: 299 Broadway, 4th Fl, New York, NY 10007

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 4/29/2015

(PLEASE PRINT)

Name: Naomi Cooper

Address: 123 Varick Avenue Brooklyn NY 11237

I represent: Cooper Tank Recycling

Address: 123 Varick Ave Brooklyn NY 11237

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Rolando Guzman

Address: 306 Union Ave, Brooklyn 11211

I represent: Stabilizing NYC - St Nicks Alliance

Address: _____

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THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Nelida Godfrey, Walter Arevedo, Julie Patton Arellas, Patricia Ramirez, Sylvana Jackick

Address: 169 Avenue B, NYC 10009

I represent: Stabilizing NYC - GOLES Croman Tenants

Address: _____

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☑ in favor ☐ in opposition

Date: 04/29/15

(PLEASE PRINT)

Name: WALTER AZEVEDO 10009

Address: 321 EAST 10TH STREET 1-W NY/NY

I represent: GOLES

Address: 169 Avenue B

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☑ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Holly Epstein

Address: 172 E 4th St

I represent: Libra, white

Address: 172 William St

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THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Daniel Hernandez

Address: _____

I represent: NYC Department of Housing Preservation & Development

Address: 100 Gold Street, NY, NY

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☑ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: ROLANDO GUZMAN

Address: 306 UNION AVE, BROOKLYN, NY

I represent: ST NICKS ALLIANCE / SNY

Address: 306 UNION AVE, BROOKLYN, NY

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. 682, 700, 757 Res. No. _____

☑ in favor ☐ in opposition

Date: 4/29/15

(PLEASE PRINT)

Name: Donna Chiu + Kee Wing Ng

Address: 111 Division Street, NY NY

I represent: Stabilizing NYC + AAFE

Address: _____

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THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Baaba Halm

Address: _____

I represent: NYC Department of Housing Preservation & Development

Address: 100 Gold Street, NY, NY

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: E. PATRICIA RAMIREZ

Address: 444 E. 13TH APT 2 NEW YORK NY 10009

I represent: _____

Address: _____

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Donna Moss Klan

Address: _____

I represent: Crown Heights Tenant Union

Address: _____

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