Testimony of the

New York City Department of Housing Preservation and Development

to the New York City Committee on Housing & Buildings

Introductions 621, 622, 623, 993, 994, 1037, and Resolutions 119, 246

November 12, 2024

Good morning, Chair Sanchez, and members of the New York City Council Committee on Housing & Buildings. My name is AnnMarie Santiago, and I am the Deputy Commissioner for Enforcement and Neighborhood Services at the New York City Department of Housing Preservation & Development (HPD). I am joined by Lucy Joffe, HPD's Deputy Commissioner for Policy and Strategy; Marti Weithman, HPD's Assistant Commissioner for Housing Litigation; Jennifer Leone, HPD's Assistant Commissioner for Sustainability and Chief Sustainability Officer; and Joshua Levin, Director of the Legislative Affairs Unit at the New York Police Department. Thank you for the opportunity to testify about Introductions 621, 622, 623, 993, 994, 1037, and Resolutions 119 and 246. We share the Council's goals and are supportive of the intent of the legislation we are discussing today to protect tenants from both illegal eviction and the effects of extreme heat.

We appreciate this opportunity to discuss HPD's role in ensuring the quality and safety of our housing stock, protecting New Yorkers from harassment, and mitigating evictions. Every New Yorker deserves a safe, affordable place to live in a neighborhood they love, and HPD works towards this goal every day. HPD's enforcement work ranges from responding to hundreds of thousands of complaints received through 311 for conditions such as no heat, pests and leaks, to conducting emergency repairs for immediately hazardous violations when landlords fail to do so, to initiating litigation in housing court seeking the correction of violations. HPD has a varied set of enhanced enforcement tools which identify buildings with significant hazardous or immediately hazardous violations, either generally or of a certain type, like heat, for special enforcement programs. We have more than 900 staff dedicated to this entire process. Just as importantly, HPD is committed to educating tenants and owners about their rights and responsibilities to ensure homes are safe and habitable. With our colleagues throughout HPD, we work tirelessly to preserve our existing housing stock and to ensure that it remains affordable.

HPD also has a number of programs to protect tenants from harassment. Through our Anti-Harassment Unit (AHU), we identify both individual buildings and portfolios of buildings where there are indicators of harassment and seek to enforce correction of conditions against bad-actor landlords. AHU also responds to complaints from tenants and advocates about poor conditions being used to harass tenants. We issue housing maintenance violations and, where warranted, initiate litigation seeking orders to correct violations, obtain civil penalties, and address harassment. In addition to civil penalties, one landlord has twice been ordered to serve jail time. The Certificate of No Harassment (CONH) process administered by HPD is a narrowly targeted tool, intended to deter current owners from benefitting from past harassment. Prior to being approved by the Department of Buildings for substantial alterations that affect the use, occupancy or layout of the building, an owner of a building subject to one of the CONH

programs must apply for a CONH from HPD. Current and former tenants of the building, community groups, and the relevant community board and elected officials will be notified of the application and provided an opportunity to submit comments concerning any issues of harassment experienced by the tenants. HPD conducts an investigation and, based on its findings, makes a determination which may preclude an owner from proceeding with the proposed alterations for a period of time or require that the owner agree to designating affordable units. Our most recently created program to address harassment, Partners in Preservation (PIP), is set to expand into new communities later this year. PIP provides crucial funding and technical support to tenant organizing groups, empowering tenants to advocate for themselves and improve building conditions. Partners in Preservation is unique in the nation and seeks to address harassment through data-driven organizing and closer collaboration and coordination between community-based organizations, government agencies, and legal services providers.

Specifically related to evictions, the City Council passed the Universal Access to Legal Services/Right to Counsel law in 2017. Through Universal Access, the City provides free legal services to thousands of residents facing eviction in housing court or NYCHA termination of tenancy proceedings, citywide, regardless of immigration status, every year. Tenants facing eviction may qualify for free legal advice or representation, depending on income. The City also funds the Anti-Harassment Tenant Protection (AHTP) program. AHTP provides legal services to achieve pre-litigation resolution and, if necessary, representation in court for tenants facing harassment, disrepair, illegal lockouts, and eviction. AHTP also provides tenant education and outreach regarding tenant rights and protections. Additional resources include the Tenant Helpline which can be reached through 311. Eligible tenants at risk of eviction can also get access to One-Shot Deals from the Department of Social Services to help manage arrears, and the City uses various rental assistance programs to stabilize households at risk of eviction. Although HPD is not a party to eviction proceedings that take place in housing court and does not provide direct anti-eviction services, we play an important role in educating tenants about their rights. HPD has multiple resources that provide information on harassment and eviction related issues, including the *ABCs of Housing, w*hich can be found on our website, is available at public events or can be requested through 311, our website itself and the informational pamphlet that we hand out on every inspection.

While supportive of the intent of the bills before us today, we would like to share some of our concerns about the specifics of the proposed legislation.

Intro 621 seeks to add illegal eviction to the Housing Maintenance Code (HMC) definition of harassment and as a criterion for buildings selected for the CoNH Pilot program. We interpret illegal eviction to be included in the existing definition of tenant harassment in the HMC but have no concern about adding it explicitly to the definition. However, given that the CoNH Pilot program is already more than halfway towards its sunset in September 2026, we have concerns about adding a new criterion at this time. The incorporation of the current criteria took significant time, involving research and careful data analysis. It is unlikely that we would be able to take the necessary steps to incorporate illegal eviction as a new criterion for the program without disrupting the ongoing operations of the Pilot. Should the program be re-authorized in

2026, that would be the appropriate time to consider and weigh the incorporation of a new criterion and the viability of obtaining the needed data.

Illegal eviction cases currently are adjudicated in the Trial Part of Housing Court, which is appropriate given the urgency of the nature of eviction. Our understanding of Intro 622 is that this bill would require the Housing Part of the Housing Court to hear illegal eviction cases instead of the Trial Part. HPD has concerns about this proposed change. The Housing Part hears actions and proceedings involving the enforcement of housing standards and tenant harassment brought by tenants and HPD. Requiring illegal eviction cases to be adjudicated in the Housing Part will harm tenants who have been illegally evicted, as their cases will likely take longer to be heard in the Housing Part. It would also negatively impact HPD's enforcement of housing standards by affecting the Housing Part's capacity to timely address HPD's enforcement litigation and tenants' cases seeking the correction of serious housing maintenance conditions and claims of harassment. Additionally, as the Housing Court would have to effectuate this change, there is a question about that whether amending the HMC would be binding on the New York State Office of Court Administration. The Law Department will be reviewing this issue.

Regarding Intro 623, the Administration is happy to assist Council staff in further developing the bill language to achieve the Council's goals. The Law Department is authorized to take legal action related to illegal eviction and has used other levers as allowed by law when addressing this issue. We are supportive of steps that the courts can take to improve the just resolution of illegal eviction cases, and the Law Department is currently reviewing the proposed legislation regarding both the increase in civil penalties for illegal eviction and the new requirements for HPD administered tax subsidies, abatements and exemptions to consider illegal eviction. While we try to ensure that we are only doing business with good owners through these programs, there are circumstances in which HPD needs to take action to help tenants living in distressed housing. A blanket 5-year ban on our ability to provide city subsidy, a tax abatement, or tax exemption to distressed properties takes away one of our tools for doing that. Without further review and careful consideration, such a blanket approach could actually harm our ability to improve conditions for tenants.

Turning to Intro 993, the Administration supports the intent of this bill but has concerns regarding the scope of its requirements. We agree that no one should be illegally evicted from their home and forced onto the street – we also believe that the Police Department is not the right agent to perform the service contemplated in the bill. First, such a requirement is firmly outside the realm of officer responsibilities. As a result, NYPD would be required to staff and train a number of officers to replace these locks, and furthermore to create a system to track the locks and keys. Considering that there are approximately fifty arrests a year where unlawful eviction is the top charge, out of millions of 911 calls, the cost of identifying officers with preexisting skills, training other officers in these skills, while equipping them with the proper tools and spare key storage, is great compared to the number of cases they would respond to. Second, and of greater concern, is section (c), which compels officers to take reasonable steps to identify any other lawful occupant and provide them with copies of keys to the changed locks. As written, this places an unfair and unworkable burden on officers to determine if someone is a true legal

occupant. This would basically ask an officer, possibly days later, to make a legal determination about whether another occupant, possibly not related to the complainant who originally called 911, is allowed to live at a location. The reason we have landlord-tenant court is so that judges can review evidence, records, text messages, and leases, to make these weighty determinations. A police precinct, without access to all relevant documents, is not the right venue to decide successive claims of tenancy at an apartment. The rightful occupant, who has already been given keys and access to the apartment by NYPD, is in a better position to determine who should be allowed access. Finally, this provision could force NYPD to grant entry to someone that the true owner does not want at their house, specifically in cases of prior family disputes or domestic violence incidents, of which the NYPD may be unaware. For those reasons, the NYPD has significant concerns with the bill as drafted, but as always is eager to work with the Council to find solutions and raise awareness on this issue.

Regarding Introduction 1037, which requires the posting of a notice for registered multiple dwellings with one or more rent stabilized units, HPD will need to engage in conversations with New York State Homes and Community Renewal (HCR) to ensure that the information required to implement this legislation can be accessed by HPD staff in order to enforce compliance. Technology changes may also be required to ensure that the information is accessible to our inspectors. While we agree that it is helpful for tenants to be aware that there are rent-stabilized units in the building, such posting may also lead to confusion and concern for tenants if the majority of units are not covered by rent stabilization.

The City will not be taking a position on Resolutions 119 and 246. However, we support efforts to ensure that allegations of illegal eviction are properly adjudicated and addressed by Housing Court in a timely and just manner.

Finally, turning to Introduction 994, far too many New Yorkers are affected by the consequences of extreme heat and climate change. We must protect everyone, especially those most at risk, from extreme heat; however, we need to consider this legislation in a way that accounts for the reality of implementation timelines, existing technology, funding limitations, and the needs of our residents.

Both HPD and the City take this issue very seriously: HPD has integrated measures to address extreme heat into the Design Guidelines for all projects we finance – including requiring cooling in new construction and for retrofits that include senior housing, among other preventative measures. Citywide, the Mayor's Office of Climate and Environmental Justice and agency partners have advanced several goals to address extreme heat within homes. This includes advocating for reform to the Home Energy Assistance Program (HEAP) to cover equipment and energy costs for cooling, as well as for increased federal funding for this critical program. In addition, the City was awarded $1 million through the U.S. Environmental Protection Agency for an air conditioning recovery program to start in 2025 in partnership with DOHMH, NYCHA, MOCEJ, DSNY, Big Reuse, and the Fund for Public Housing. The City also advocates for expanded Energy Affordability Program funding to assist more low- and moderate-income residents in paying their heating and cooling bills. As a key strategy for cooling the built

environment, MOCEJ and Parks have also launched the planning process for the City's first Urban Forest Plan to achieve 30% citywide tree canopy.

We appreciate that a short-term solution is needed to address health impacts now while we focus greater resources and energy on creating a long-term sustainable strategy that works together with other climate legislation already in place to try to move New York City into the future. In creating this structure, we need to ensure that we're addressing the unique and distinct parts of our housing stock appropriately and taking steps that will meaningfully benefit the New Yorkers we're trying to serve. We need to ensure that our cooling strategy aligns with the city's long-term climate goals, considers the age of our building and the condition of our electric grid, ensures energy affordability, and ensures the law can be enforced effectively to make sure it works as intended.

This will need to be a multi-agency effort across levels of government, and we are committed to working with our colleagues at MOCEJ, the Department of Buildings and the Department of Health and Mental Hygiene and others to ensure we are accounting for both the realities of our physical infrastructure and New Yorkers' current circumstances. We look forward to continuing to discuss the challenges with you, your colleagues and other city agencies who have an interest in the health of New York City residents, the resiliency of New York City's housing stock and the effects of climate change.

Thank you for the opportunity to testify today about these important pieces of legislation and on HPD's current work to support tenants throughout the five boroughs. We remain committed to working with you to improve what we do to better serve New Yorkers in need. We are happy to answer any questions you might have.

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Testimony of Sarah Parker, Senior Research and Strategy Officer
New York City Independent Budget Office
To the New York City Council Committee on Housing and Buildings
On Intro. 0994-2024 to Require Tenant-Occupied Dwellings Have Cooled and Dehumidified Air
Tuesday, November 12, 2024

Good morning Chair Sanchez, and members of the Committee on Housing and Buildings. I am Sarah Parker, a Senior Research and Strategy Officer at the New York City Independent Budget Office (IBO). Thank you for the opportunity to testify today.

I am here to discuss Intro. 994, which would require all tenant-occupied dwellings to have cooled and dehumidified air. Concerns about the City's more frequent and intense heat waves are real. Buildings, roads, and city infrastructure absorb and re-emit heat from the sun. This makes high temperatures even more dangerous in an urban area, particularly for its oldest and youngest residents. Attention to the needs of the City in relation to climate change is a topic well worth discussing. In its testimony today, IBO aims to provide context and considerations for policymakers in relation to Intro. 994. I will first focus on heat-related emergency room incidents in the City. Next, I will highlight how costs associated with air conditioning would impact renters, and touch upon how the Home Energy Assistance Program (HEAP) fits in with this bill. Finally, I will discuss the capacity of New York City's electrical grid in peak summer months.

Heat-Related Incidents in New York City

Using hospital administrative data, IBO looked at the number of heat-related illnesses in New York City in the calendar years 2020 through 2023. The annual number of heat-related cases in this period ranged between 365 in 2020 and 625 in 2022.[1] These numbers are certainly an undercount of heat-related medical issues, as it only captures individuals who sought medical care at a hospital, and not those who sought out treatment at clinical facilities or went untreated. The number of cases increased year-over-year except between 2022 and 2023 when the number of cases fell from 625 to 407. (Average temperatures in 2023 were slightly less hot than the year before, among other factors.) When analyzing the age distribution of heat-related cases, IBO found that older adults—those 65 and older—tend to make up a greater proportion of individuals admitted to the hospital for a heat-related illness. They are on average 24% of all cases but comprise 45% of inpatient cases, meaning they were admitted to the hospital.

Cost Considerations of Air Conditioning

Cost of Supplying the Appliances. A major consideration related to this bill is how it will affect renters in New York City. Intro. 994 calls for the property owner to install a window air conditioner in residential rental units without central air or an existing window unit. Per the 2023 Housing Vacancy Survey, around 11% or about 257,000 occupied rental households reported they did not have air conditioning. These units would be most immediately impacted by this bill. Citywide, there is variation by Community Districts, with some neighborhoods having notably lower shares of households with air conditioning than others.

Overall, a large share of occupied rental households reported already having air conditioning (89%, or almost 2.1 million rental units). Many of the existing air conditioner units in apartments are tenant-owned. As air conditioners break down and require replacement, under this bill, many tenants who paid for their current appliance would look to the property owner to provide a replacement. The number of window air conditioners that property owners would have to purchase under this bill would be expected to grow over time. While under this bill, the owner pays for the appliance directly, economic theory suggests that some or all of the cost to purchase and install the air conditioner would be passed on to the tenant in the form of rent increases.

Cost of Operating the Appliances. Apart from the cost of purchasing the appliance, there is also the cost to run an air conditioner. In most cases, tenants pay for their electricity. Cost is a major barrier to households using air conditioning. In the 2023 Housing Vacancy Survey, approximately 21%, or 493,000 rental units that have air conditioning reported that they did not use it due to cost. This suggests that the availability of air conditioning does not necessarily mean a resident uses it to cool their home.

- Running a small, energy-efficient window air conditioner for 12 hours a day yields an increased electric cost of roughly $130 a month. An inefficient, oversized window air conditioner run full-time could cost over $500 a month.
- In instances where rent includes electricity, property owners often charge an annual surcharge for air conditioners. This is applicable to rent stabilized units and public housing as well as market-rate units.[2]
- Intro. 994 does not require the air conditioners to be Energy Star-rated or appropriately sized for the space. Nor does it clarify if window units are to be uninstalled outside of the cooling season and who is responsible for storage. Units left installed year-round—unless specifically winterized—are a major source of air leakage during the heating months. Heat more easily escapes out around a window air conditioner during the heating season, requiring increased energy usage to heat the space to a comfortable temperature.

HEAP Program Extremely Limited for Cooling. As discussed above, the underpinning goal of Intro. 994 to reduce heat-related illness is directly tied to tenants' ability to afford utilities. Through the U.S. Department of Health and Human Services, New York State receives a block grant allocation to

fund the Low Income Home Energy Assistance Program, known as LIHEAP or HEAP. In New York State's current HEAP plan, the largest share of funds (51%) is used for heating assistance, while only 4% of funds is dedicated to cooling assistance. The remainder of the State's HEAP block grant is put towards heating crisis prevention (20%), weatherization (15%), and administrative costs (10%).

- The Cooling Program operates on a statewide first-come, first-served basis and once funding is exhausted, the program is closed. Since summer 2020, $15 million has been allocated statewide annually, although that increased to $23 million for summer 2023 and $22 million for summer 2024.
- Last year, the Cooling Program spent $8 million in New York City. It is notable that the number of benefits issued in New York City has more than doubled over the last four years—increasing from about 5,300 in summer 2020 up to more than 12,600 this past summer.
- The HEAP Cooling Program works differently than the Heating Program. The Heating Program provides direct payments to utilities on behalf of low-income households to offset heating utility costs in the winter months. In contrast, the Cooling Program supplies appliances—either a window air conditioner or a fan in cases where a window or the electrical wiring are not compatible with an air conditioner—but does not offset utility costs.[3]

HEAP Eligibility is determined by income, adjusted for household size per requirements set annually by New York State. Using 2023 U.S. Census Bureau data, IBO estimates that 1.3 million New York City households would be eligible for HEAP based on income thresholds and household size. However, the Cooling Program also requires a member of the household to have a medical vulnerability to extreme heat. Only a subset of income-eligible households will meet this further Cooling Program criteria, either by age or a documented medical condition.

The Cooling Program is generally depleted soon after the program launches each spring, so it is already insufficient to meet the program's demand.

- This past summer, the Cooling Program opened April 15th and closed July 19th and less than 12,400 of the more than 33,000 applications received statewide were approved (37%).
- Similarly, in summer 2022 and summer 2023, the program opened in early May and closed by July 8th and July 14th, respectively.
- It is therefore unlikely to provide a large source of funding to offset property owners' costs to implement Intro. 994. Additionally, HEAP funds will not help New Yorkers to pay electricity bills for cooling in summer months.

Capacity of New York City's Electrical Grid

Finally, the addition of air conditioners running during peak times in summer months brings up questions around the capacity of New York City's electrical grid. Demand typically peaks during the summer months during heatwaves—more cooling is needed and for longer periods of time. Demand for energy usage is expected to grow year over year.[4] Utility companies have asked city residents to limit their energy consumption during summer heatwaves to avoid outages as the electric grid struggles to meet demand.

It is relevant to also mention that increased demand on the electrical grid during summer months can lead to the activation of "peaker plants," power plants that come into service only when demand for energy spikes and cannot be met. These tend to be older plants that rely on fossil fuels and are mostly concentrated around high-density urban neighborhoods. The activation of peaker plants during times of extreme energy demand continues to be an environmental concern for New York City.

Thank you for the opportunity to testify and I am happy to answer any questions.

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[1] For this analysis, IBO used Statewide Planning and Research Cooperative System (SPARCS) data. IBO defines heat-related illnesses as any of the following diagnoses: heat syncope, heat cramp, heat exhaustion, heat fatigue, exposure to excessive natural heat, and exposure to sunlight.

[2] Current rent stabilization rules allow for property owners to charge $418.59 per year per air conditioner ($34.88 per month) to tenants if the owner pays the electrical utility. These rates are not factored into the base legal rent that annual rent increases are calculated from; rates may be annually adjusted upwards or downwards depending on the cost of electricity. Additionally, the cost of the appliance, if paid for by an owner, is considered an individual apartment improvement. A fractional amount of the purchase and installation cost can be permanently added to the base legal rent. IBO estimates this would range from about $40 to $60 annually. The New York City Public Housing Authority charges $120 annually ($10 per month) per air conditioner for units where the Authority pays the electrical utility.

[3] Eligible applicants may receive a window unit or portable air conditioner (if the unit's windows are shaped in a way that cannot support a window-installed unit) or a fan (if the window is not compatible with any appliance or the apartment's electricity capacity is limited) up to a cost of $800. Households with a wall sleeve can receive a compatible sleeve air conditioner up to a cost of $1,000. The benefit is not applied to the applicant's electricity bill nor is it provided as a cash benefit. The amount of HEAP dollars spent on a qualifying household is paid to a New York State-approved vendor based on actual cost of materials and labor.

[4] Under present conditions, the New York State Independent System Operator has forecasted a 1.8% baseline average annual energy usage growth rate between 2023 and 2053, with summer peak demand increasing by 0.9% and winter peak demand increasing by 3.7% annually. These forecasts take into consideration projected impacts of energy efficiency programs, building codes and appliance standards, distributed energy resources, electric vehicle usage, electrification of space heating, and other end uses. Energy demand for the New York City area over the next 30 years is forecasted to increase by 41%, from 49,230 gigawatt hours in 2023 to 69,420 gigawatt hours in 2053.

JUMAANE D. WILLIAMS

TESTIMONY OF PUBLIC ADVOCATE JUMAANE D. WILLIAMS
TO THE NEW YORK CITY COUNCIL COMMITTEE ON HOUSING & BUILDINGS
NOVEMBER 12, 2024

Good morning,

I would like to thank Chair Sanchez and the members of the Committee on Housing and Buildings for holding this hearing today. As we enter heat season, this hearing comes at a critical point for tenants, landlords and our city at large.

As a housing organizer, a former Council Member and now as Public Advocate for the City of New York, I have heard countless stories from tenants about tenant harassment, poor living conditions, and lack of heating in the winters. Every year, my office puts out the Worst Landlord's List to hold our city's worst offenders accountable. But without impactful legislation, without strong enforcement, we cannot move forward.

The legislation put forth today by my colleagues on the Council aims to address these issues in a variety of ways. Intro 621, introduced by Council Member Nurse, seeks to codify and expand the definition of what constitutes tenant harassment through the inclusion of illegal lockouts and further legislation like Reso 246 which, if passed at the state level, would require illegal lockout cases to be heard within five days. Given the small number of cases alleging illegal lockouts — in 2023, there were 615 residential illegal lockouts filed in housing court[1] — this bill would offer tenants most vulnerable to homelessness a timely hearing without causing a substantial strain on our court system, still suffering from long case backlogs.

I also want to commend Council Member Restler and his team for their work on Int 944, which would amend the administrative code to require that tenant-occupied dwellings be provided with cooled and dehumidified air. This is critically important as our summers get hotter and utility bills skyrocket, leaving our most vulnerable New Yorkers at risk. But it is also important to recognize that many of our buildings are old and upgrading infrastructure is costly. This bill raises similar concerns to Local Law 97 and the capacity of landlords to meet these requirements in the allotted time. The means of how we get there are just as important as the end goal and I look forward to further discussion on how we can best provide support to landlords as they make the necessary changes to meet these requirements.

In a city that is overwhelmingly made up of renters, protecting tenants should always be one of our priorities and repeatedly, this Council has shown it is up to that task. Thank you.

[1] https://www.thecity.nyc/2023/05/11/illegal-evictions-sandy-nurse-bill/

OFFICE OF THE BROOKLYN BOROUGH PRESIDENT

ANTONIO REYNOSO
Brooklyn Borough President

Committee on Housing & Buildings
Oversight Hearing – Tenant Harassment and Safety
November 12, 2024

Good morning Chair Sanchez and thank you for holding this hearing today. I'm here on behalf of Brooklyn Borough President Antonio Reynoso and in turn on behalf of Brooklyn tenants.

State and local legislative changes in the last few years have strengthened tenant protections, but issues remain. For example, during BP Reynoso's time in the Council, he was proud to pass the Stand for Tenant Safety bill package, a robust set of regulations designed to protect tenants from landlords using construction as harassment. The Council also passed and expanded the right for tenants to have counsel in housing court, and during the pandemic, the State temporarily paused housing court proceedings, giving tenants relief from eviction, at least through legal channels.

However, in order to sidestep these and other regulations, some landlords have become bolder, resorting to criminal behavior such as lockouts, shutting off utilities, and even throwing out tenants' possessions. Worse, recent reporting shows that NYPD frequently fails to hold landlords accountable for committing these crimes. These issues are particularly acute in East New York and Brownsville, where rates of illegal evictions are among the highest in the city.

That's why Borough President Reynoso supports the Stop Illegal Evictions Act. These proposals clarify that illegal evictions constitute harassment, give tenants who have been illegally evicted a tool to use in court to stay in their homes, and create stronger disincentives for landlords to engage in these illegal practices.

In addition to this legislation, in the next budget cycle, we must ensure that our community-based, non-profit legal services providers are well-resourced and supported for the necessary work to organize, educate, and protect tenants. For example, we must fully fund the Anti-Harassment Tenant Protection Program (AHTP), lift the caps on rollovers (cases that continue for longer than one year), and address how the program funds various types of work to make sure that lawyers' time is adequately compensated. Thank you, Chair Sanchez, for supporting this program in the last budget cycle. The Borough President looks forward to working together on this effort.

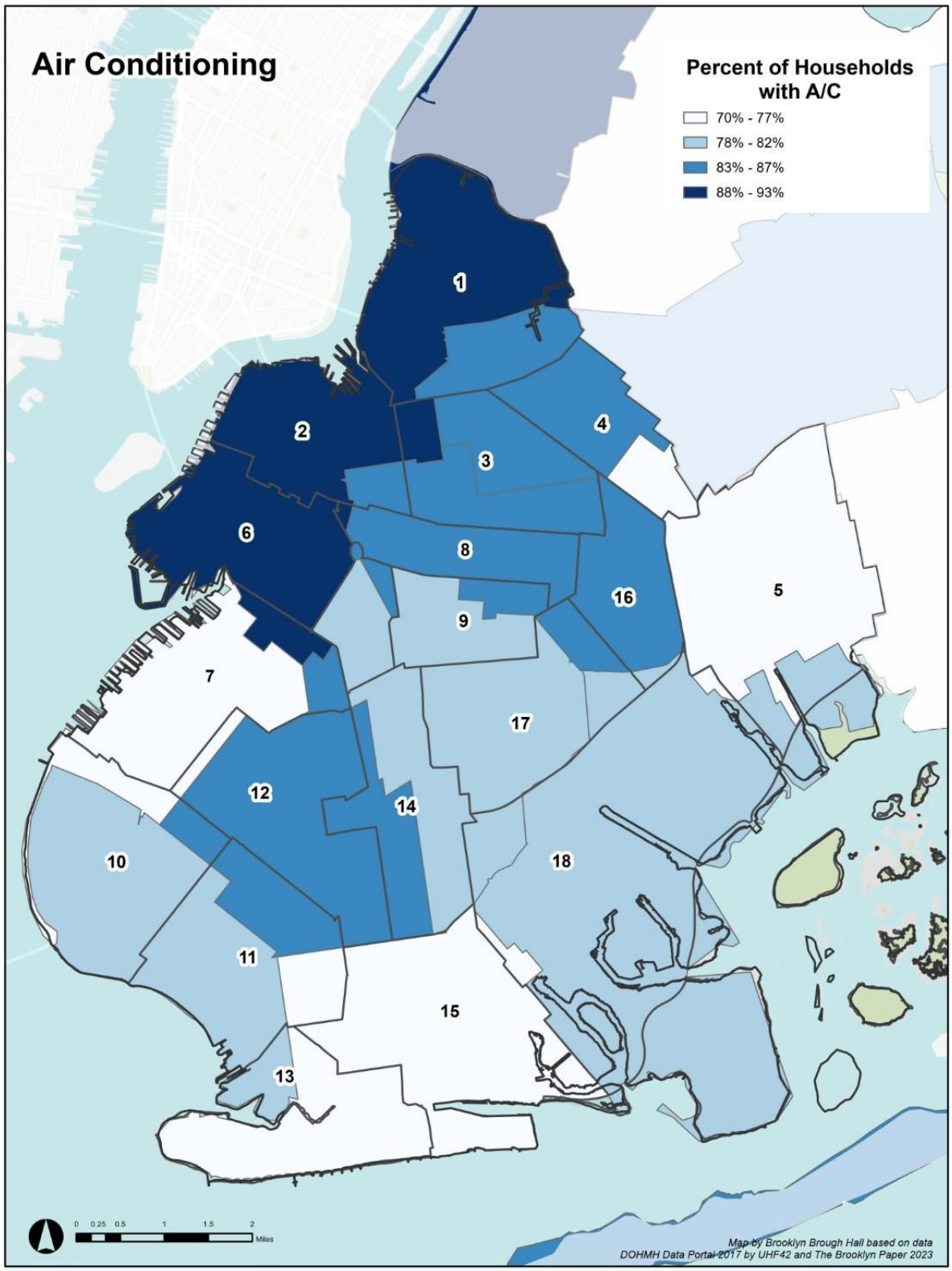
BP Reynoso also supports Intro 944, which would set rules for maximum indoor air temperature. As climate change worsens, heat vulnerability is an increasing concern, and we can't allow

landlords to weaponize hot weather against their tenants the same way we've seen many do during winter months, refusing to turn on the heater or repair broken radiators. According to the CDC, approximately 1,220 people in the U.S. die from preventable heat-related deaths every year, and heat puts people, especially older adults, children, and those with pre-existing conditions at risk for numerous health issues, including muscle pain, nausea, heart problems, headaches, kidney failure, and fainting.

As the maps below from our office's *Comprehensive Plan for Brooklyn* demonstrate, large disparities exist in the borough between those who have access to air conditioning at home and those who don't. Lack of access to air conditioning is one of several factors considered in DOHMH's Heat Vulnerability Index (HVI), which also takes into account daytime summer surface temperature, green space, income, and the percentage of Black residents (who in NYC are 83% more likely to die from heat-related stress than white residents). As DOHMH points out in its description of the HVI, every one of these factors is connected to our city's history of racist and discriminatory planning decisions. As average temperatures rise due to climate change, heat has an outsized impact on already vulnerable communities. Borough President Reynoso wants to stress how critical it is that this bill apply to our public housing and senior housing developments, which have high concentrations of vulnerable residents.

Speaking of climate change, it is important to note that Intro 944 does not necessarily call for the installation of countless energy-intensive air conditioning units. The language specifically allows for "cooling systems," which can include interventions such as air-source heat pumps, passive house design, and cool or green roofs.

Thank you again for your attention to our city's tenants. Two-thirds of New Yorkers are renters, and, in the face of both the housing crisis and the climate crisis, we must do everything in our power to help them stay in their homes. Borough President Reynoso encourages the Council to move quickly to pass these bills and looks forward to collaborating on a FY 2026 budget that includes funding for robust tenant protections.


Air Conditioning
Percent of Households with A/C
70% - 77%
78% - 82%
83% - 87%
88% - 93%
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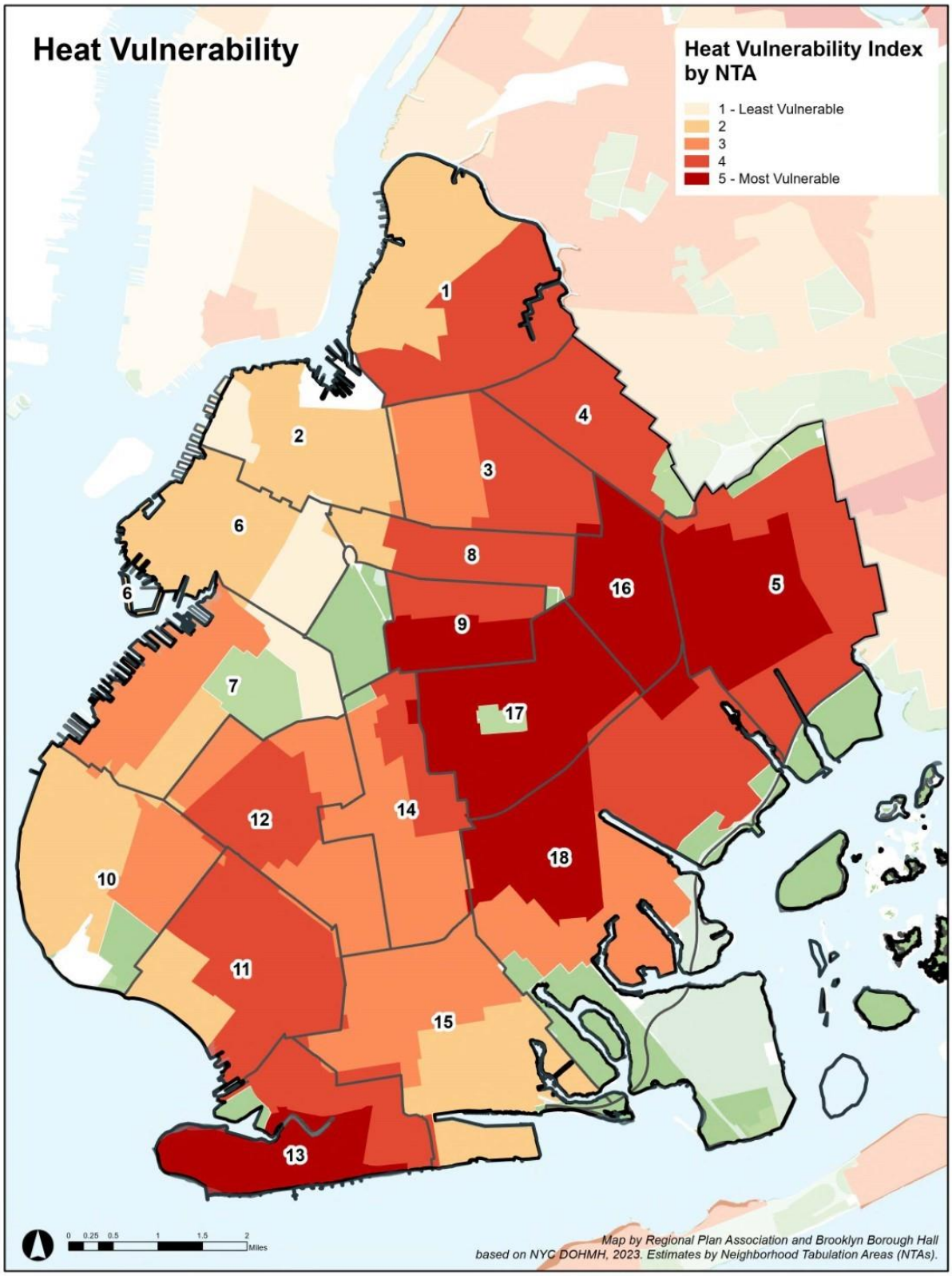
Miles
Map by Brooklyn Brough Hall based on data
DOHMH Data Portal 2017 by UHF42 and The Brooklyn Paper 2023


Heat Vulnerability
Heat Vulnerability Index by NTA
1 - Least Vulnerable
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5 - Most Vulnerable
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Miles
Map by Regional Plan Association and Brooklyn Borough Hall
based on NYC DOHMH, 2023. Estimates by Neighborhood Tabulation Areas (NTAs).

NYSAFAH Testimony
New York City Council Committee on Housing and Buildings
Hearing on Int. No. 0994-2024 – Indoor Temperature Requirements
November 12, 2024

Thank you, Chairperson Sanchez and Members Abreu, Dinowitz, Feliz, Restler, Hudson and Avilés. On behalf of the New York State Association for Affordable Housing (NYSAFAH) we are pleased to offer testimony on Int. 994, which would amend the administrative code of the city of New York, in relation to requiring that tenant-occupied dwellings be provided with cooled and dehumidified air.

NYSAFAH is the largest affordable housing trade group in the country. Our membership of 400 includes for-profit and not-for-profit developers, lenders, investors, attorneys, architects, and others active in the financing, construction, and operation of affordable housing. They are the mission driven partners working to ease the affordable housing crisis and give New Yorkers a better quality of life.

This bill would require that from June 15th to September 15th owners maintain a maximum indoor temperature of 78°F in certain buildings when the outdoor air temperature is 82°F or higher. Owners without central cooling would have to install cooling systems within residential units. Leases must contain notice of these cooling requirements. Pre- and post-enforcement reporting to the city concerning compliance with the cooling requirements would be required of owners. Civil penalties would be imposed for violations.

NYSAFAH applauds the City Council for its initiative on addressing climate change and the impact on tenants. In 2019, New York City led the nation in passing historic legislation to impose building performance standards. Local Law 97 was aimed at reducing building-based emissions and imposing long-term decarbonization strategies. Its complexity afforded a phased in approach and time to mitigate capital and operational costs, as well as evaluate tenant participation. There was an understanding that a comprehensive compliance strategy required time and resources. Advisory Board and Climate Working Groups were also established to provide guidance to the industry on meeting the law's mandates.

NYSAFAH's members have been working diligently through this process to understand the final rules, compliance requirements and mitigation options, and to consider best practices relative to affordable housing properties. We have appreciated the technical assistance the city has offered in evaluating pathways to compliance that are unique to each building depending on its funding sources and rent restrictions. The time and consideration given to better understand and comply with Local Law 97 has been critical for our industry. Our buildings operate on slim

margins and any new mandates that trigger additional debt have a real impact on building operations and maintenance in the short- and long term.

We share the council's commitment to tenant health and safety in the face of climate change and appreciate the good intentions behind Int. 994. However, amid Local Law 97 compliance, the regulatory and financial burden this bill imposes is reason for pause. The bill's mandates must be carefully balanced with new building decarbonization law requirements that are already underway. If Int. 994 is considered in isolation it could place properties at financial risk at a time when we are all working to increase housing supply.

Buildings cannot absorb the cost of the mandates imposed by Int. 994 without the commitment of additional subsidies. The penalties for non-compliance are high ranging from $350-$1,250 per day, which could place properties in further financial peril.

There is an opportunity to work together to advocate for additional state and federal funding for New Yorkers who need assistance with cooling their homes. Like assistance provided to low-income residents who require heating assistance, it would seem prudent to expand the Home Energy Assistance Program (HEAP), to increase funding for cooling measures. The program currently provides air conditioning units for qualified residents. However, resources are typically depleted when New York's temperatures are at their peak and funds are unavailable until the next spring.

NYSAFAH believes that cooling requirements are a shared responsibility and calls on our partners at every level of government to be part of the solution. We look forward to working with all those involved to identify the best path forward. We implore the New York City Council Committee on Housing and Buildings to consider the impact this unfunded mandate would impose on affordable housing properties, and the very tenants we are all working to serve. Failure to quantify the fiscal impact of Int. 994 would unintentionally place affordable housing properties at risk.

Thank you for the opportunity to provide comment. We are grateful for your commitment to affordable housing.

Contact: Jolie Milstein, NYSAFAH President & CEO, at jmilstein@nysafah.org or 646-476-1683.

ACEC New York

American Council of Engineering Companies of New York

Opposition to Intro. 994 As Presently Drafted

The American Council of Engineering Companies of New York (ACEC New York) is an association representing nearly 300 engineering and affiliate firms with 30,000 employees in New York.

Our members design the mechanical, electrical, energy performance, structural, plumbing, civil, environmental, fire protection and technology systems of buildings and infrastructure for public and private owners across New York. Our members have a concentrated presence in New York City.

ACEC New York as an organization has a proud history of providing technical expertise and feedback from the perspective of the licensed professional engineering firms who design buildings, for the city's policymakers to take into consideration as it amends laws and codes addressing changing needs.

As design professionals involved with building safety and efficiency, and as an organization devoted to science-based responses to climate change, including heat effects, we appreciate the concerns which this bill is intended to address. However, we have concerns about the bill in its present form.

Our Mechanical Code Committee reviewed the proposed legislation and submits the following comments:

1) A comprehensive assessment of the impact of Intro 994 is necessary.

While we understand and agree with the life safety aspects for requiring air conditioning in all dwelling units, it is not clear if the full impact of such a requirement has been studied. The following are some of our concerns:

- We would expect that some buildings would require major electrical system upgrades to support air conditioning. It is even possible that local electrical grids could be stressed by this requirement.
- The increase in energy usage should be assessed. Many older buildings are so poorly insulated that their energy usage would increase dramatically. This would impact Local Law 97 compliance in a manner that building owners could not have foreseen.
- Whereas the design to provide heat is based entirely on outdoor temperature, providing air conditioning is based on both outdoor conditions and internal loads such as number of occupants and how the space is used (e.g. cooking, dining, sleeping, etc.) Since these internal loads can vary significantly, they must be estimated and thus, compliance with an indoor temperature and humidity requirement can't be guaranteed.
- A strict requirement for indoor humidity of 50% will be problematic considering that indoor conditions can vary greatly, and the envelope of many buildings is permeable, allowing moisture to pass through it freely. Dehumidification systems are not typically provided in residential applications. Instead, dehumidification is achieved through the inherent ability of air conditioning systems to remove moisture as the air is cooled, but it is not controllable.

Specifically controlling the amount of dehumidification is a more complicated and costly process normally seen only in select commercial applications.

2) Upper design limit for outdoor air conditions, Paragraphs 27-2030.b.1 and 27-2030.b.2(a).

Intro 994 should clearly state the outdoor air temperature upper design limit. The outdoor air design temperature is required to properly design air conditioning systems. Currently the proposed language only states, "when the outdoor air temperature is 82 degrees Fahrenheit or higher," which provides no upper temperature limit. We recommend instead to align this requirement with BC1204.2 which provides a design outdoor air temperature of 89 deg F. This will ensure compliance with the NYC Building Code, eliminate an interpretive contradiction with BC1204.2, and to avoid any misinterpretation that could lead to either unreasonable over-sizing of air conditioning systems or excessive, unintended complaints.

3) Clarification on who is responsible for AC operating/operating costs.

The standard practice for providing cooling in multi-family buildings involves cooling equipment that is connected to electrical power on the tenant's direct-metered electrical service. This is typical for many types of systems, including Water Source Heat Pump (WSHP), Package Terminal Air Condition (PTAC), and Through Wall and Window AC units.

The language in the Intro 944 requiring the owner to maintain prescribed indoor temperatures is similar to that used for heat, and as such the bill seems to imply that the owner could be responsible for the cost of operating the cooling system.

If this interpretation is correct, then this policy would upset decades of operational precedence. If the intent is to place the cost of the increased power usage on a building owner, it creates a disincentive for the unit to be used judiciously, as well as putting a property out of compliance with Local Law 97. It would also require major electrical infrastructure modifications of existing buildings that are already equipped with cooling that meets the intent of the legislation.

Conclusion/Recommendation: We feel that this legislation is extremely broad and does not properly weigh logistics, energy-use, and other factors.

We recommend that a working group be established by the City's Chief Climate Officer to draw on the expertise of all affected stakeholders to determine whether the fundamental approach of Intro 994 is indicated and if so, establish methodologies for compliance and implementation prior to adoption.

AIA New York

November 12, 2024

AIANY Testimony to the City Council Committee on Housing and Buildings on Int 994

Good morning! Thank you, Chair Sanchez and members of the Housing and Buildings Committee, for holding this hearing today. I am Bria Donohue, Senior Manager of Government Affairs at American Institute of Architects New York. We represent more than 5,000 architects and design professionals committed to positively impacting the physical and social qualities of our city.

Int 0994-2024 is a proposal to require building owners to maintain temperature requirements of a maximum of 78 degrees Fahrenheit and 50% relative humidity between June 15 and September 15 when the outdoor air temperature is 82 degrees Fahrenheit or higher.

With the technology currently available on the market, it is effectively impossible to meet the temperature requirement at the relative humidity level stated without incurring prohibitively high costs. These specialized systems are typically only used in laboratory, medical, and other sensitive building programs. In residential settings, meeting both set temperature and relative humidity targets with an affordable retrofit system does not exist.

If no system can meet the criteria outlined in this proposal reasonably, then building owners, developers, general contractors, engineers, and architects are forced to rely on window units, mini splits, and other products which cannot maintain a set relative humidity; these options can dehumidify but not to a specific relative humidity. Instead, these systems may overcook spaces in order to dehumidify, resulting in added thermal discomfort.

For buildings seeking to comply with Local Law 97, this proposal would make staying below carbon emissions increasingly difficult, if not impossible. The focus needs to be on building fabric rather than mechanical band-aids. Establishing overheating requirements for life safety purposes, much like the requirements for extreme cold, would meaningfully address existing building conditions while not over imposing onto landlords or limit building tenants' control over their own thermal comfort preferences.

AIANY recommends the Council establish a working group by the City's Chief Climate Officer to evaluate an appropriate approach to addressing the risk of overheating in NYC in a feasible, efficient manner that does not exacerbate the Urban Heat Island Effect and keeps the city moving towards our carbon reduction goals.

Thank you!

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NYC Council Committee on Housing and Buildings
Testimony in Opposition to Int. 994-2024
November 12, 2024

This testimony is submitted on behalf of the New York Apartment Association (NYAA), an organization representing thousands of multifamily housing providers across NYC. Our diverse membership consists of long-term owners and operators of rental housing, most of which is subject to rent-stabilization and built before 1974, meaning they do not receive 421a or other subsidies in exchange for providing affordable housing. Our mission is to ensure the rental housing stock is abundant, safe, and desirable to live in so that New York can be affordable for generations to come. We are here to testify on Int. 994-2024

We agree with the Council that protecting our most vulnerable households from extreme heat is an important goal. However, we oppose Int. 994 as the method to achieve that goal. We view the heat-related health and safety issues as a failure of government to protect these individuals and provide them with the resources necessary to keep them safe. That failure should not be used as justification for this Council to defer responsibility to individual housing providers, and in particular rent-stabilized housing providers. Instead, the resources already available to at-risk individuals should be better targeted to those households and expanded to ensure assistance is available to all who need it.

While we support the intent of this bill, we cannot support its methods. If addressing severe heat is a government priority, more funding should be made available for the Home Energy Assistance Program (HEAP) Cooling Assistance Benefit so that all vulnerable households can purchase an air conditioner and pay for increased utility charges. In addition, the HEAP program and the NYC Human Resources Administration should allow housing providers to apply for the benefit on behalf of their tenants – often the application process can be difficult for a tenant to complete on their own, especially when it requires using the internet. Further, the HEAP program should allow housing providers to be designated as approved window air conditioner installers so that the installation costs can also be recouped by tenants. Perhaps the city can allocate funding to the HEAP Cooling Assistance Benefit program that would be specifically reserved for NYC residents in the most at-risk neighborhoods. There should also be more outreach to tenants and housing providers about the Cooling Assistance Benefit and other benefit programs that provide funding for the purchase, operation, and installation of air conditioning units.

The Council should be also aware of the importance of proper installation of a window air conditioning unit and why it should be prohibited for a tenant (or a third party) to install an air conditioner without approval of the housing provider. The installation of window unit air conditioners impacts a building's compliance with various provisions of the building code and

housing maintenance code. For example, improperly installed air conditioning units can lead to façade violations from the Department of Buildings and Local Law 11 deficiencies. Window air conditioning units must also be installed properly so as not to obstruct means of egress (e.g., access to a fire escape), and must also be installed in accordance with the window guard law (e.g., where a child under 11 resides in the unit, the air conditioner must be properly installed to also act as a securely installed window guard). Accordingly, housing providers are typically willing to assist with the installation of units, as their staff are aware of the proper installation requirements and locations in the apartment. Many housing providers prohibit tenants from installing window units themselves because of these reasons. But the Council should be aware that self-installation of window air conditioning units by tenants will likely lead to more hazardous conditions in the building.

The Council must also be cognizant that for existing buildings, the only option for providing cool air to apartments is a window air conditioning unit. While there are more energy efficient methods available, they are more realistic projects for new construction. Existing buildings, especially rent-stabilized buildings that are all more than 50 years old, are simply not able to install a central cooling system or ductless heating and cooling units without major construction and disruption to existing residents. These buildings must rely on window units to meet any cooling requirements. If every living room were required to have an air conditioning unit, as the bill is currently written, it would severely undermine NYC's efforts to reduce greenhouse gas emissions. Finding carbon-neutral and revenue-neutral options to achieve any type of cooling policy should be a priority for this Council. But in the interim, providing resources to residents to acquire, operate, and install window units are the only practical option.

We appreciate the Council's efforts in this area and look forward to working with members to address the issue of extreme heat in homes.

REBNY Testimony | November 12, 2024

The Real Estate Board of New York to
The City Council Committee on Housing and Buildings Regarding Tenant Harassment and Safety

The Real Estate Board of New York (REBNY) is the City's leading real estate trade association representing commercial, residential, and institutional property owners, builders, managers, investors, brokers, salespeople, and other organizations and individuals active in New York City real estate. REBNY appreciates this opportunity to testify at today's oversight hearing on tenant harassment and tenant safety.

Protecting tenants from harassment is an important goal. While Intros 621, 622, 623, 993, and 1037, as well as Resolutions 119 and 246, seek to address this concern by strengthening existing protections against harassment, they conflict with or inadvertently create confusion around existing provisions of law.

REBNY agrees that extreme heat is a critical issue, and it is prudent to evaluate whether there are ways to expand access to air conditioning. However, Intro 994 imposes unachievable mandates on property owners, raises costs for tenants, and will increase carbon emissions at a time when the City is actively working to reduce those emissions in the building stock.

BILL: Intro 0621-2024

SUBJECT: This bill would expand the definition of tenant harassment to include unlawful evictions and the Certificate of No Harassment pilot program to include buildings where owners have committed unlawful evictions.

SPONSORS: Council Members Nurse, Abreu, Sanchez, Ossé, De La Rosa, Krishnan, Gutiérrez, Stevens, Won, Louis, Hanif, Ayala, Marte, Salaam, Rivera, Brewer, Cabán, Avilés, Restler, and Hudson (in conjunction with the Brooklyn Borough President)

One of the most extensive and frequently amended areas of New York City landlord-tenant law concerns what constitutes residential tenant harassment. Tenant harassment by building owners is prohibited by a number of laws that enable tenants to initiate harassment complaints in court or before state agencies or to raise harassment as a defense in eviction proceedings.

REBNY believes that unlawful evictions should not be tolerated under any circumstances. However, this bill appears to subject an owner who is merely accused of an unlawful eviction to participation in the Certificate

of No Harassment program. This process is fundamentally unfair and violates the due process rights of an owner.

BILL: Intro 0622-2024

SUBJECT: This bill would ensure that lawful occupants can seek injunctive relief, including possession restoration, in tenant harassment cases, even if they aren't tenants or face potential possession claims if no possession judgment has yet been granted.

SPONSORS: Council Members Nurse, Abreu, Sanchez, Osse, De La Rosa, Krishnan, Gutiérrez, Stevens, Won, Louis, Hanif, Ayala, Marte, Salaam, Rivera, Cabán, Avilés, and Restler (in conjunction with the Brooklyn Borough President)

Intro 622 proposes that in tenant harassment cases, lawful occupants – who may not have formal tenant status – cannot be denied court orders for relief, such as regaining possession of the property, simply because they lack a formal lease or because the court believes regaining possession may ultimately be futile. The proposed bill would ensure that occupants have the right to seek protection from harassment without being hindered by status, as long as there is no prior court judgment against them regarding possession.

The practical effect of this proposal is to force a landlord to allow someone to live in their building who does not have the legal right to do so. Mandating that housing court grants a right of restoration without regard to the fact pattern for the individual case interferes with the court's ability to determine who is entitled to occupy. First, granting automatic occupancy to non-tenants may lead to specious claims by any individual who wishes to claim occupancy, thereby giving access where access may not otherwise be warranted, such as to a squatter. This restoration grants other rights that such individuals should be unable to access, including the ability by fiat to claim rights over a lawful tenant. When the owner has a meritorious claim against the tenant, this proposal effectively denies due process to the owner and again limits the ability of the housing court to adjudicate between the two parties in a case.

BILL: Intro 0623-2024

SUBJECT: This bill would increase civil penalties for unlawful eviction, bar offending building owners from city subsidies or tax benefits for five years, and allow owners to cure violations by designating part of the building for affordable housing.

SPONSORS: Council Members Nurse, Abreu, Sanchez, Ossé, De La Rosa, Krishnan, Gutiérrez, Stevens, Won, Luis, Hanif, Ayala, Bottcher, Marte, Salaam, Rivera, Cabán, Avilés, Restler, and Hudson (in conjunction with the Brooklyn Borough President)

The bill proposes increasing civil penalties to not less than $5,000, from $1,000, and not more than $20,000, from $10,000. The bill also states that the owner of a building violating this law would be banned from taking part in any subsidy program, tax abatement program, or tax exemption program of the City of New York for 60 months from the date of the unlawful eviction. Lastly, the bill proposes a cure for the violation by providing low-income housing.

REBNY believes the increases in financial penalties in this legislation are appropriate.

It is inappropriate to revoke or deny benefits wholesale to an owner because of a single wrongful act. A unilateral ability to revoke outside of the current benefit revocation structures will have a cooling effect on the ability to finance and utilize those benefits, resulting in less affordable housing. Additionally, the permanent imposition of income-restricted housing on a property without regard for the need to access a term sheet or those same benefits will translate to less stable financial footing and more quality-of-life concerns for the tenants as basic operating expenses will not be covered over time.

BILL: Intro 0993-2024

SUBJECT: This bill would require the NYPD to create a procedure under which officers can change the locks on dwellings where people were illegally locked out.

SPONSORS: Council Members Nurse, Hanif, Brewer, Sanchez, Ossé and Avilés

Intro 993 would establish procedures for the NYPD to change the locks on dwellings in cases of illegal lockouts, instances where legally occupying individuals are removed without a court order. The NYPD Commissioner would implement these procedures, ensuring that occupants receive keys to the new locks.

It is not appropriate to place additional court adjudication powers with the NYPD when such responsibilities typically exist within judicial purview. Determining whether an individual meets the 30-day lawful occupancy requirement calls for nuanced adjudication suited to a court setting rather than immediate police judgment. Additionally, situations involving orders of protection further complicate this topic. For example, if a tenant with an order of protection against someone living in the unit changes the locks to ensure safety, an NYPD officer may inadvertently grant access to the abuser if unaware of the protection order. Such scenarios raise questions of accountability and liability, underscoring the challenges of involving the NYPD in complex tenant disputes.

Bill: Intro 0994-2024

Subject: This legislation would require building owners or managers to provide cool, low humidity air between June 15 and September 15 when the outdoor temperature is 82 degrees Fahrenheit or higher. The maximum indoor temperature allowed under the proposal would be 78 degrees Fahrenheit at 50% relative humidity in all dwellings. Covered dwellings include both multiple dwellings and tenant-occupied one- and two-unit dwellings. The bill would require language in all leases describing these requirements. The cooling and humidity requirements would start 4 years after the effective date of the bill, with a hardship option to ask for additional time. The bill also contains pre- and post-compliance reporting and carries violations for non-compliance.

Sponsors: Council Members Restler, Nurse, Joseph, Hudson, Ossé, Krishnan, Avilés, Cabán, Abreu, Hanif, Stevens, Williams, Hanks, Marte, Salaam, Won, Louis and Gutiérrez (by request of the Brooklyn Borough President)

REBNY appreciates that heat is a significant and increasingly dangerous health threat. Tenants in New York City are generally allowed to install air conditioners and fans in their homes, and today 90% of New Yorkers

have air conditioning. Further, in rent regulated apartments, there are specific rules in place to protect tenants, whether the owner or tenant pays the electricity bill, including when the tenant installs their own air conditioner.

Intro 994 would require owners to maintain temperature and relative humidity levels in residential units and display those levels. While access to cooling on the hottest days of the year is an important life safety issue, Intro 994 would saddle property owners with unachievable mandates while also increasing citywide carbon emissions and reliance on heavily polluting fossil fuels.

The mandates included in Intro 994 cannot be met by current technology used in residential buildings. While the overwhelming majority of New Yorkers already have air conditioners, many of the units used in the City today would not be sufficient to achieve the standards called for in this legislation. Instead, the systems that could meet these requirements are designed for large commercial spaces where materials vulnerable to heat and humidity are kept. As a result, the bill would necessitate extensive and impractical renovation work in residential buildings across the city, even where air conditioning is already provided. This work would require substantial capital investment and necessitate owner access into occupied apartments where tenants may not be willing to grant such access.

In addition, complying with this legislation would significantly increase electricity consumption, resulting in higher carbon emissions in the building. In 2019, New York City adopted Local Law 97, which imposes increasingly stringent carbon emissions caps on buildings. It is patently unfair to a property owner to force that owner to use more electricity in order to reach an unachievable cooling mandate and then later penalize that owner for the emissions associated with that electricity consumption.

While there is no data available to answer the question of why a small number of New Yorkers live without air conditioning, it is reasonable to assume that one barrier is the cost of the units and the ongoing electricity costs. While window air conditioners are generally available for under $200 and are reasonably easy to install, electricity costs in New York City are high and the monthly electricity cost associated with an air conditioner can pose a significant challenge for residents. The proposed legislation does not address this cost burden.

Instead, the legislation could be better targeted to help New Yorkers overcome these barriers. For instance, the City should consider creating a refundable income tax benefit to support low-income New Yorkers who need help affording an air conditioner. Alternatively, the City should consider expanding the existing HEAP Cooling Assistance program that provides a cash benefit to pay for the cost of air conditioning purchasing and installation. Owners could be required to post information about the HEAP program in their buildings each year or include materials about HEAP as part of the annual window guard and lead mailing.

BILL: Intro 1037-2024

SUBJECT: This bill would amend the administrative code in relation to posting certain information in multiple dwellings containing rent stabilized units.

SPONSORS: Council Members Nurse, Restler, Cabán, Ossé, Avilés, and Sanchez

This bill would require owners of apartment buildings that contain rent stabilized apartments to post a notice in the building's common area stating that the building contains such units. It would also require the building owner to provide information about how tenants can submit inquiries to DHCR to determine if their apartments are rent stabilized.

REBNY acknowledges the importance of ensuring that rent-stabilized tenants are fully informed of their status and rights. However, rent regulated housing owners are already subject to numerous notification requirements, and every rent stabilized tenant receives a lease rider that provides this information. Posting a notice in common areas may create confusion, leading non-stabilized tenants to mistakenly believe they are entitled to the same rights as rent stabilized tenants. In addition, DHCR maintains a publicly accessible list of buildings containing at least one rent stabilized unit, making the proposed legislation unnecessary.

Res: 0119 -2024

SUBJECT: This resolution calls for the passage of legislation denying property owners from filing eviction proceedings for tenants who reside in buildings with substantial pending maintenance code violations.

SPONSORS: Council Members Hudson, Cabán, Hanif, Farías, De La Rosa, Schulman, and Avilés

REBNY has serious concerns about preventing property owners with pending maintenance code violations from filing eviction proceedings. While well-intentioned, the proposed resolution overlooks scenarios where tenants themselves may hinder the owner's ability to make repairs, by denying access for maintenance work or causing damage necessitating such code violations. The presence of code violations should not create immunity from eviction for legitimate reasons, such as nuisance, non-payment of rent, or other lease violations. Resolution 119 would place an undue burden on property owners, particularly when alternative avenues for tenant recourse already exist, such as Housing Court proceedings or withholding rent and requesting an abatement hearing. Additionally, this resolution lacks clarity on what qualifies as a "substantial pending housing maintenance code violation," raising questions about how this would be consistently and fairly applied.

Res: 0246 -2024

SUBJECT: This resolution calls for the passage of legislation requiring unlawful eviction cases be heard in five days.

SPONSORS: Council Members Nurse, Abreu, Sanchez, Ossé, De La Rosa, Krishnan, Gutiérrez, Stevens, Louis, Hanif, Ayala, Bottcher, Marte, Salaam, Rivera, Cabán, Avilés, Hudson, and Won

Resolution 246 would require that unlawful eviction cases be heard within five days. While REBNY appreciates the intent to expedite eviction proceedings, we have concerns regarding the court's capacity to manage an increased volume of accelerated cases, potentially overwhelming an already burdened system. Although we support the principle that tenants and owners should have access to a timely court process, it is essential to first assess whether the current system can effectively handle and implement the proposed change.

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Testimony Before the New York City Council Committees on Housing and Buildings

November 12th, 2024

Thank you to Chair Pierina Sanchez and members of the Committee on Housing and Buildings for the opportunity to testify at today's hearing. My name is Israel Sanchez and I am a Campaign Coordinator for the Association for Neighborhood and Housing Development.

About the Association for Neighborhood and Housing Development

ANHD is one of the City's leading policy, advocacy, technical assistance, and capacity-building organizations. We maintain a membership of 80+ neighborhood-based and city-wide nonprofit organizations that have affordable housing and/or equitable economic development as a central component of their mission. We bridge the power and impact of our member groups to build community power and ensure the right to affordable housing and thriving, equitable neighborhoods for all New Yorkers. We value justice, equity and opportunity, and we believe in the importance of movement building that centers marginalized communities in our work. We believe housing justice is economic justice is racial justice.

Intro 0994-2024

Extreme heat is the deadliest impact of climate change, and New Yorkers live in one of the largest urban heat islands in the country. While everyone is exposed to it, heat acts as a threat multiplier for the most vulnerable residents. According to the EJNYC Report, Black New Yorkers are twice as likely to die from heat stress as white New Yorkers. The report goes on to note: "As a result of systemic racism, lack of green space, limited access to air-conditioning, and poor housing quality, heat-exacerbated deaths are more common in neighborhoods that are home to a greater proportion of low-income and Black New Yorkers." The Heat Mortality Report conducted by the Department of Mental Health and Hygiene has found that lack of access to air conditioning is the primary risk factor associated with heat-stress deaths. It is critical that everyone is able to rest in a thermally safe environment, especially overnight when cooling centers may be closed.

ANHD agrees that it's critical for all New Yorkers to be able to rest in a thermally safe environment, especially overnight when cooling centers may be closed. However, while we support the goals of Int 994, we are unable to support the legislation at this time, because it is not structured in a way that is feasible to implement in non-profit owned affordable housing.

ANHD's member organizations - community-based non-profits that develop, preserve, and manage affordable housing throughout New York City - are already struggling to maintain their buildings in the face of unaddressed rent arrears, rising insurance costs, and costly delays and backlogs. There is simply no money in their buildings' existing underwriting to pay for new cooling systems - especially if we want to encourage long term sustainability over quick fixes.

We recommend adding a temporary exemption in this bill for non-profit owned affordable housing, which should be required to meet the new cooling standards in existing buildings only at a point of refinancing or major renovations, when the costs associated with the upgrades can be accommodated, and any necessary structural or system upgrade work can be done more efficiently. This would ensure that our non-profit owned affordable housing stock can be brought up to the max temp requirements proposed in the legislation without sacrificing affordability or placing our community housing organizations under further financial duress. We suggest the following language be added to the bill to make this adjustment:

"Buildings that are owned by a limited-profit housing company organized under article 2 of the private housing finance law, or contain one or more dwelling units for which occupancy or initial occupancy is restricted based upon the income of the occupant or prospective occupant thereof as a condition of a loan, grant, tax exemption, or conveyance of property from any state or local governmental agency or instrumentality pursuant to the private housing finance law, the general municipal law, or section 420-c of the real property tax law. Such buildings are exempted from fines associated with lack of upgrades to meet max temperature requirements during the timeline mentioned above"

We also have concerns about the possibility of the increased costs of upgrades and energy usage being put on tenants who are already struggling to make ends meet with rising rent costs and utility bills in private, for-profit housing. Therefore we recommend committing funding in the next council budget to ensure that low income tenants that are already struggling with rising rent and utility costs, have access to programs that can help them cover any increases in utility costs through programs such as HEAP.

Intro 621 - 2024

ANHD led a coalition effort to expand the definition of tenant harassment and establish the citywide certificate of no harassment program, and we believe these protections should continue to evolve and expand. This bill would be helpful in expanding the rights of tenants in adding a protection against unlawful evictions, and ANHD supports its passage.

Intro 623 - 2024

ANHD supports Intro 623. Increasing penalties would give the city and tenants more leverage in unlawful eviction cases against landlords. Unlawful evictions may be hard to prove so there must be adequate oversight to ensure that the penalties are not only being issued but collected as well.HPD must create a plan for adequately inspecting cases of lawful evictions and create a

process where hefty fines are issued and imposed on the landlord, without the tenant having to jump through hoops to get violations issued.

We also believe barring access to landlords who have acquired penalties based on these unlawful evictions from accessing city tax incentives would be an important deterrent to these kinds of practices. Landlords and developers throughout our city heavily rely and use the city's tax incentives to create more housing. Barring them from access to these tax credits would impede on their ability to continue to develop and build. Landlords would have to seriously consider the risk of being issued a violation based on a lawful eviction as it could put any of their plans of future development at risk of not happening.

HPD and other city agencies would need to create a resource guide and outreach team that will inform tenants of their rights when an unlawful eviction occurs, and the consequences it could have on their landlords. A campaign that informs the public of the risk landlords face if they are found to have carried out an unlawful eviction would help create deterrence. On top of the enforcement needed to ensure violations are issued swiftly, HPD must be equipped with the resources to track how landlords plan to remedy their fines after the fact. They would need to track if they are actually creating more affordable housing as the law stipulates.

Intro 993 - 2024

ANHD supports giving tenants easier and faster recourse when they experience an illegal lockout. However, we believe the Council should assign this responsibility to another city agency, such as HPD. Many tenants, especially BIPOC tenants, undocumented tenants, and tenants with a history of involvement in the criminal justice system, may be hesitant to call or interact with the NYPD. Involvement of the NYPD in what are often tense circumstances surrounding an illegal lockout could also lead to escalation and endanger the tenants this bill is aiming to support, who are already dealing with what is often one of the most stressful and vulnerable times of their lives. The Council has stated that the NYPD was the agency chosen since it is the only one with the 24 hour 7 days a week capacity to perform this action, but if we provide the adequate resources necessary for 24/7 service to another agency it would help prevent any further escalation that our tenant groups have often seen happen with their members and NYPD officers.

Intro 1037 - 2024

ANHD supports this bill, which is a common sense approach to help ensure that tenants are more aware of their rights and able to access government resources. It’s quite common for tenants to be unaware of their rent stabilized status. By simply requiring that landlords put this information in multiple dwelling buildings, tenants can begin to look into what additional protections they may have, and learn if they are being charged an illegal rent raise.

Resolution 119 - 2024

ANHD supports this resolution calling on the state to pass legislation that would prevent property owners from filing evictions on tenants who live in buildings with pending housing code violations. This would be a powerful mechanism to balance the scales between landlords and tenants, reduce unjust evictions, and truly hold landlords accountable for the dangerous and unhealthy conditions far too many tenants live with.

Resolution 246 - 2024

Tenants who have been unlawfully evicted are in a precarious situation, having to navigate the shelter system or finding a place to live while they wait for their case to be heard. This can create further issues as they are not able to have access to their homes and fulfill their daily responsibilities. Creating a requirement that the case be heard under a specific timeline can prevent these problems from snowballing. ANHD supports this resolution calling for swift hearings in these cases in order to ensure that tenants who have been unlawfully evicted are able to quickly reclaim their homes.

Please contact Israel Sanchez, Campaign Coordinator at ANHD (israel.s@anhd.org) with any follow-up questions regarding this testimony.

TESTIMONY OF:

Evan Ma, Staff Attorney
Civil Justice Practice

BROOKLYN DEFENDER SERVICES

Presented before

The New York City Council
Committee on Housing and Buildings

Oversight Hearing on Int 0621-2024, Int 0622-2024, Int 0623-2024, Int 0993-2024, Int 0994-2024, Int 1037-2024, Res 0119-2024, and Res 0246-2024

November 12, 2024

Introduction

My name is Evan Ma, and I am a Staff Attorney of the Civil Justice Practice at Brooklyn Defender Services ("BDS"). BDS is a public defense office whose mission is to provide outstanding representation and advocacy free of cost to people facing loss of freedom, family separation and other serious legal harms by the government. For over 25 years, BDS has worked, in and out of court, to protect and uphold the rights of individuals and to change laws and systems that perpetuate injustice and inequality. I want to thank the Committee on Housing and Buildings and Chair Sanchez for inviting us to testify on November 12, 2024, regarding the bills and resolutions in front of this committee and how they will impact all the right to safe housing for all New Yorkers.

BDS represents approximately 22,000 people each year who are accused of a crime, facing the removal of their children to the foster system, or deportation. Our staff consists of specialized attorneys, social workers, investigators, paralegals, and administrative staff who are experts in their individual fields. BDS also provides a wide range of additional services for our clients, including civil legal advocacy, assistance with educational needs of our clients or their children, housing representation and advocacy, benefits advocacy, and immigration advice and representation.

BDS' Civil Justice Practice aims to reduce the civil collateral consequences for the people we serve who are involved with the criminal, family, or immigration legal systems. Due to our model of representation, we often work with New Yorkers before they get to housing court. Our clients are more likely to be in informal or unstable living situations with landlords or roommates who may resort to self-help evictions. Temporary orders of protection ("OOP") are an automatic part

of most criminal cases. There orders are issued based on the criminal complaint alone without any additional evidence, and yet have the immense power to separate and displace families. Our clients facing criminal charges frequently have these orders issued against them at the onset of their case. Often these orders of protection are limited and subject to incidental contact, meaning that the subject of the order is able to continue residing in the apartment. Regardless of the type of OOP, landlords feel empowered to illegally evict our clients based on the OOP alone and without filing a petition in housing court. We are often able to intervene to prevent irreparable harm from an illegal lockout, but additional protections are needed both to protect the many tenants who do not have access to pre-litigation legal assistance and to discourage unscrupulous landlords from engaging in self-help eviction in the future.

Background

The housing crisis in New York City persists despite the city's attempts to stymie evictions through the Universal Access to Counsel program and the expansion of programs that assist with the payment of rental arrears and ongoing rent. Kings County Housing Court continues to hear hundreds of eviction cases daily, including those of tenants who have no available defenses to preserve their tenancies, regardless of how long they have lived in their home or how many thousands of dollars in rent they have paid over the years. Tenants are forced to accept dangerous living conditions, fearing that raising concerns with their landlord or the city would put them at risk of eviction. Housing court remains a forum that substantively favors landlords despite the progress that has been made in recent years.

Beyond the thousands of tenants who are evicted legally every year,[1] there are countless New Yorkers who are illegally evicted outside of court and in gross violation of their due process right to be heard in a summary eviction proceeding. Landlords use a variety of tactics to evict tenants without properly filing an eviction proceeding in housing court. These tactics include changing the apartment door locks without notice, unending harassment, threats of physical violence, threatening to report the tenant to an adverse agency, or moving the tenant's belongings onto the street. For many tenants, this story ends here, without the knowledge or understanding that they could file an illegal lockout proceeding in housing court to get restored to their apartment. Given the extreme power imbalance that exists between landlords and tenants in this city, it is vital to bolster protections for tenants in and out of housing court.

Intro 6022-2024

First, we applaud Intros 6021-2024, 6022-2024, and 6023-2024 as necessary tenant protections against illegal lockouts and strongly recommend codifying these bills into law.

A tenant's recourse following an illegal eviction is to file an illegal lockout proceeding in housing court, wherein a housing court judge determines that person's rights to the subject premises and whether to restore that person to possession of the apartment. Any person who has lived in an

[1] City marshals legally evicted approximately 12,000 New York City residents from their apartments in 2023. Brand, David, "NYC Evictions Surged in 2023, with Legal Lockouts Nearing Pre-Covid Levels," *Gothamist*, https://gothamist.com/news/nyc-evictions-surged-in-2023-with-legal-lockouts-nearing-pre-covid-levels (accessed on November 14, 2024).

apartment for more than thirty days, regardless of whether they have signed a lease with the landlord, is entitled to due process and may only be legally evicted via summary proceeding in housing court. As such, if the court finds a person was entitled to such process and has been illegally evicted, that court should restore the person to their apartment immediately.

Many of these illegally evicted tenants are "occupants," meaning that they lack long-term tenancy rights to the apartment. Although these occupants often have a substantive right to be restored to their apartment and a procedural due process right to a summary eviction proceeding, they are often denied their right to return to their homes. Most housing court judges have determined that it would be "futile" to restore occupants to possession because those occupants would not have long term tenancy rights in their apartment. As a result, these occupants' illegal lockout proceedings are dismissed or tenants are pushed into unfavorable settlements under the threat of dismissal. This "futility" doctrine does immense harm both to the tenants who are illegally evicted in contravention of their rights, and to tenants who are deterred from asserting their rights in housing court due to the chilling effect of this judge-made law. It also empowers more landlords to rely on illegal lockouts without repercussion.

The constitutional and statutory rights that tenants have are meaningless if judges are able to craft laws around them. By codifying the right of an occupant to be restored to possession after an illegal lockout, intro 6022-2024 takes an important step in curtailing judicial erosion of tenants' long-held substantive and due process rights. These bills would protect the rights of all renters and ensure that illegal lockout victims, even those without a formal lease, would have recourse in housing court to return to their home. New York City residents already experience a severe disadvantage when facing eviction – it is vital to ensure that the rights of tenants and occupants are fully protected.

Intro 0993-2024

Second, we turn to Intro 0993-2024. Although we support the goal behind this bill, we recommend that a different agency other than the NYPD be designated to fulfil its purpose. As a public defense office, we see how the addition of armed officers can escalate already volatile situations, and giving broad discretion to the NYPD results in irreparable harm for New Yorkers. Many of our clients understand that calling the NYPD to resolve an issue can create even bigger problems from themselves – at times, calling the NYPD even constitutes a risk to their lives. We advocate for a version of this bill that would empower a different city agency to physically restore tenants to their apartments where they have been illegally locked out. Although this bill seeks to buttress crucial tenancy rights, we caution the city council against granting greater power and oversight to the NYPD.

If the city council determines that the NYPD is best positioned to respond to illegal lockouts, BDS has several recommendations to better protect tenants and reduce the likelihood of further conflict with the presence of NYPD officers. First, assigning a unit of unarmed officers who are specifically trained for illegal lockout situations will reduce the risk of volatile situations escalating into outright dangerous situations. It will also allow those officers to become specialized and better trained at identifying complicated and nuanced lock-out situations, which will increase the

likelihood of successful outcomes for all parties involved. It will also remove firearms from situations which should never require the use of force. This approach is particularly important when tenants are residing in small buildings where the landlord also resides, and where additional non-violent mediation resources will help resolve any conflict and manage the ongoing relationship between landlord and tenant.

Second, the council should provide the NYPD with specific guidance regarding the "procedures under which the police department shall change the door locks on dwellings." This includes detailed and expansive descriptions of specific scenarios where a tenant is entitled to be restored to their apartment. We are particularly concerned about situations where an order of protection has been issued against a tenant and an NYPD officer, misunderstanding the scope of the OOP, fails to restore the tenant to possession of the apartment, or worse finds the tenant in contempt of their order of protection resulting in an unfounded arrest. Our office has extensive experience with the NYPD incorrectly interpreting orders of protection to our clients' detriment. Ultimately, if the NYPD is tasked with restoring illegally locked out tenants to their apartments, it is vital that there be in-depth guidance and training from housing and criminal law experts included in the implementation of this law.

Conclusion

Housing is a human right. Although the City could go further to protect the housing rights of all residents and ensure that housing court works fairly, this slate of proposed laws contains nuanced responses to specific and niche housing issues that will affect positive change for thousands of New Yorkers.

BDS is grateful to the New York City Council's Committee on Housing and Buildings for hosting this important and timely hearing. Thank you for your time and consideration of our comments. We look forward to further discussing these and other issues that impact the people and communities we serve. If you have additional questions, please do not hesitate to contact Evan Ma, Staff Attorney, at ema@bds.org.

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Testimony on Tenant Harassment and Safety

11/12/2024

My name is Mbacke Thiam. I am Housing, Health and Community Action Network Community Organizer at Center for the Independence of the Disabled, New York (known as CIDNY). CIDNY is the voice of people with disabilities in the 5 boroughs of New York City. We are a nonprofit organization founded in 1978 which serves 40,000 people per year. We are part of the Independent Living Centers movement, a national network of grassroots and community-based organizations that enhance opportunities for people with disabilities to direct their own lives. I am here today to testify at the "Tenant Harassment and Safety" and support the local legislation protecting tenants. Much of our work involves securing housing for disabled, low-income New Yorkers. Finding these New Yorkers housing is hard enough. Keeping these people housed is critical.

We salute the City Council for understanding the need to protect tenants who complain to landlords without fear of being evicted in the place they call home. As we advocate to keep people with disabilities safe and together with their families, we strongly support:

- Res. No. 119 (Hudson), calling on the New York State Legislature to pass, and the Governor to sign, legislation denying property owners from filing eviction proceedings for tenants who reside in buildings with substantial pending housing maintenance code violations;

All too often tenants facing eviction understand their right to countersue to address housing code violations, and find that their litigation about these violations does not protect them from eviction. Cutting these landlords off before they get to court should motivate landlords to address their problems, and will also protect tenant actions such as rent strikes, and make tenant self-help more powerful.

- Res. No. 246 (Nurse), calling on the New York State Legislature to pass, and the Governor to sign, legislation requiring unlawful eviction cases to be heard within five days.

The overburdened Courts have too much power to delay proceedings for tenants who are unlawfully locked out of their apartments; longer periods lead to homelessness, and delays have a particularly pernicious effect on people with disabilities.

- Int. No. 1037 (Nurse), i This bill would require the owner of a multiple dwelling containing rent stabilized units to post a sign in the common area of such building's entrance stating that the building contains rent stabilized units and providing information about how tenants can submit inquiries to New York State Homes and Community Renewal to find out if their units are rent stabilized.

Informed tenants are powerful tenants.

- Int. 0360-2024 Prohibiting brokers from passing their fee onto tenants where the broker is exclusively representing the landlord's interests

In our work, which involves low-income New Yorkers who have limited means to find housing, even when funded, the broker fee is often the line which prevents them from getting a new home.

We also support the following legislation which defends the security of tenants and their families:

- Int. No. 621 (Nurse) - This bill would expand the definition of tenant harassment to include unlawful evictions. Additionally, it would expand the Certificate of No Harassment pilot program to include buildings where owners have been found to have committed unlawful evictions.

Landlords need to be deterred from pursuing all but the most bona fide evictions

- Int. No. 622 (Nurse)- This bill would clarify that in tenant harassment claims, lawful occupants may not be denied injunctive relief, including restoration of possession, because they are not tenants, or on the basis that the court deems such restoration futile because the lawful occupant would be subject to a meritorious claim of possession against them, as long as no such judgment of possession has actually yet been granted.

Self-help by Landlords must be prevented.

- Int. No. 623 (Nurse)- This bill would raise civil penalties for unlawful eviction, prohibit building owners who engage in unlawful evictions from taking part of any city subsidy, tax abatement, or tax exemption program for 5 years from the date of unlawful eviction, and allow owners who engage in unlawful evictions to set aside a portion of the building for affordable housing in order to cure the record of such unlawful eviction violations.

Again, this is deterrent against bad landlords, but the new law should not just "allow" landlords to set aside a portion of their buildings for affordable housing, it should require such set aside as part of the penalty.

- Int. No. 993 (Nurse), This bill would require the Police Department (NYPD) to create a procedure under which NYPD officers can change the locks on the dwellings of people who have been illegally locked out of those dwellings to allow those who have been illegally locked out to return to their dwellings. The NYPD would be required to add such a procedure to its Patrol Guide. When NYPD officers change locks pursuant to such procedure, they would be required to provide new keys that open the new lock to all the dwelling occupants and to the landlord.

Police involvement in curing illegal lockouts is integral to tenant protection.

Thank you for your work,

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COLUMBIA UNIVERSITY | MAILMAN SCHOOL of PUBLIC HEALTH SOCIOMEDICAL SCIENCES

RE: CITY COUNCIL HEARING ON AIR CONDITIONING IN NYC DWELLINGS

November 12, 2024

Good afternoon members of New York City Council's Housing & Buildings Committee and Chair Sanchez-

By way of introduction my name is Dr. Diana Hernández, I am a tenured associate professor in the Department of Sociomedical Sciences and the Founding Principal Investigator of the Energy Equity Housing and Health Program at the Mailman School of Public Health as well as the co-Director of the Energy Opportunity Lab at the Center on Global Energy Policy in the School for International PA at Columbia University. I am also a Mayoral Appointee of the Environmental Justice Advisory Council.

I am testifying in my capacity as a leading authority on the issue of energy insecurity in the US. I have published nearly 100 peer reviewed papers, book chapters and reports on this and related topics and a forthcoming book called Powerless: The People's Struggle for Energy (Russell Sage Foundation).

Energy Insecurity is defined as the inability to adequately meet household energy needs. It has three dimensions- economic, physical and coping.

The pending Local Law Intro 994 requiring that tenant occupied dwellings be provided with cooled and dehumidified air is a critical step in closing energy insecurity gaps in NYC.

I am here to both express my support for this measure by sharing evidence from published research that indicate a need for greater cooling access among NYC residents while also expressing concerns that without enhanced financial support for tenants, the assurance of air conditioning units alone will not be enough to ensure safeguards again extreme heat at home.

There are substantial human health risks associated with excessively high temperatures in residential dwellings. From hyperthermia to heatstroke, sleepless nights, mental strain and even death, the public health literature on the adverse health effects of extreme indoor heat is well established and incontestable.

These issues are also more pronounced with rising temperatures driven by climate change there is also greater need for cooling at home. Moreover, in disadvantaged communities urban heat island effects compound the need for indoor cooling while at the same time making it more expensive to cool.

NYC regularly tracks air conditioning prevalence (meaning how many households in NYC already have access to cooling at home). From this tracking, we know that most NYC residents- over 90% overall- have access to cooling at home, except in certain neighborhoods with

higher-risk residents, including communities of color, low-income households, renters and households with pre-existing health conditions.

As emphasized by Council Member Lincoln Restler, every year in NYC high indoor temperatures cause on average 350 exacerbated heat deaths. 100% of people who died of heat stress in the home either did not have working AC or were not using it.

In 2020, the NYC COVID-19 Heatwave Plan was passed due to the swift action of the City Council and coordination across multiple city agencies including the NYC Emergency Management. This emergency AC distribution measure enabled the installation of ~73,000 home AC units from June-Sept. The program goal – was to help low-income older adults (60+) stay home safely during extreme heat and COVID-19 social distancing in summer 2020. In addition to the actual AC unit, there was a modest utility bill credit for 440,000 low-income electricity customers (~$35/month).

This highly impactful program, known as the Get Cool program was well targeted such that populations with the highest levels of heat vulnerability and those at greatest risk of COVID were prioritized in the distribution of ACs.

I was an academic partner in a program evaluation effort done in collaboration with the NYC DOHMH that resulted in a peer-reviewed paper published in the *Journal of Urban Health* in 2023. The paper entitled, "Extreme Heat and COVID 19 in NYC: An Evaluation of a Large Air Conditioner Distribution Program to Address Compounded Health Risks in Summer," presented results from the Get Cool Program, which showed it to be highly successful in ensuring that more households in NYC were positioned to access home cooling.

The evaluation compared program beneficiaries to applicants that demonstrated interest but were not enrolled in the Get Cool program. Results indicate that get cool participants were able to access cooling at home compared to the prior year and to non-participants. More GC participants reported comfort at home, and they were also less likely to report feeling sick at home compared to non-participants.

An almost equal number of study respondents (7% of participants and 9% of non-participants) reported going to a cooling center demonstrating low uptake of cooling center use. Another point of convergence was about the persistent challenge of energy affordability and particularly for Get Cool participants, increased electricity costs were a substantial concern whereas non-participants faced issues with AC installation, landlord surcharges and applying for cooling assistance. Together, this shows that there is still a need to fill cooling gaps in NYC.

In a paper published earlier this year in *Health Affairs*, also in collaboration with the NYC DOHMH, we reported findings from the NYC Household Energy and Health Survey, conducted in 2022. In this study we found that nearly thirty percent of NYC residents reported their home being too hot and an addition 15% of residents did not use their AC due to costs.

In a report also published this year in collaboration with the Robinhood Foundation and the Columbia Center for Poverty and Social Policy, we demonstrated that ten percent of NYC residents fall behind on their utility bills and five percent experience a disconnection due to non-payment.

Considering the aforementioned evidence and a vast body of research showing links between energy, housing and health, there is most definitely a strong rationale for establishing a cooling season during months of high heat. What I'd like to stress is that the presence of an air conditioning unit alone will not be sufficient to close cooling gaps in NYC.

In order to reach this critically important goal, it will also be necessary to ensure energy affordability as **costs** remain a primary barrier to accessing thermal comfort and offsetting the impacts of extreme heat in housing settings.

In the spirit of being more solutions-oriented, some ways forward include:

- Reforming Home Energy Assistance Program- cooling assistance- access to units- expand to also include monthly bill assistance sufficient enough to assist households in covering cooling costs.
- Expand energy affordability program so that all eligible households are enrolled in this program which provides a monthly discount.
- Consider strengthening disconnection protections during summer months.
- Ensure that AC units are efficient and that cooling strategies including lower intensity measures such as ceiling fans that assist households to access thermal comfort and while also reducing higher energy demands, which also contributes to warming effects in the city.
- Educating the public on indoor temperature set points that support health

Thank you for the opportunity to share these insights and note my strong support for this measure as well as ways to make cooling more accessible to protect the health and dignity of NYC residents.

I am available for further comment and can be reached by email dh2494@cumc.columbia.edu or phone 917-902-2446.

Respectfully,

Diana Hernández, PhD
Associate Professor of Sociomedical Sciences
Founder and Principle Investigator, Energy Equity, Housing and Health Program
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November 14, 2024

Testimony of Earthjustice

To the New York City Council Committee on Housing and Buildings

Introduction 994-2024: Regarding a requirement for tenant-occupied dwellings to be provided with cooled and dehumidified air.

To Committee Chair Pierina Ana Sanchez and Committee on Housing and Buildings,

Earthjustice urges all City Councilmembers to co-sponsor and pass Int. 994-2024: A Local Law to amend the administrative code of the city of New York, in relation to requiring that tenant-occupied dwellings be provided with cooled and dehumidified air. Int. 994-2024 closes a policy gap that can no longer remain open. Given the sustained extreme heat New Yorkers now experience, everyone must have a right to cooling.

Extreme heat is one of the deadliest impacts of climate change, and while everyone is exposed to it, heat acts as a threat multiplier for the most vulnerable among us. On July 22, the planet reached the hottest global temperature ever. Recent reports highlight the alarming trend that heat mortality rates are increasing, particularly at temperatures below the heat advisory threshold—meaning that New Yorkers are not getting any warning of this threat.

Heat mortality rates are not equally spread across the city. Black New Yorkers are twice as likely to die from heat stress as white New Yorkers. This is a result of systemic racism, particularly as it manifests in limited access to air-conditioning and poor housing quality. The average person spends about 90% of their time indoors, and since New York is one of the largest Urban Heat Islands in the country, residents often have nowhere to find relief from the heat when they need it most. Further, indoor temperatures can remain high even after ambient temperatures outside cool down, so access to cooling remains imperative even overnight.

Passing Intro. 994-2024 will reduce and reverse current heat mortality trends, and will also address historic racial and socioeconomic inequities. New York already requires all housing to provide heating and sets minimum required indoor temperatures for the "heating season." This requirement recognizes that landlords have an obligation to provide housing that doesn't expose tenants to extreme cold and it prevents cold-related deaths. It's now time for New York City to provide the same protections from extreme heat.

Earthjustice supports Int. 994-2024 and urges City Council to pass it. However, we also recommend the council to consider amendments to the language to better provide housing

stability for heat vulnerable tenants and make implementation feasible for nonprofit and low income building owners.

First, we suggest extending the covered "cooling season" to June 1-September 30, essentially making that season all months not already included in the "heating season." This reflects that the hot weather season is lengthening due to climate change. According to the National Weather Service, Halloween in New York City this year hit 80 degrees, which is over 20 degrees higher than the average, and lengthening the cooling season will protect tenants as the hot weather season continues to lengthen and worsen.

Second, vulnerable populations must be prioritized during the roll-out of this law. Int. 994-2024 delays implementation, which preempt feasibility concerns from landlords, but it also delays relief for those most vulnerable to heat mortality. To better balance these competing concerns, Int. 994-2024 should include an amendment mandating pre-enforcement reporting that will allow both the city and landlords to learn which properties are in high Heat Vulnerability Index neighborhoods and how many of those properties have seniors living in them. This data should also include what floor those seniors are living on, as there's research that suggests that indoor temperatures increase with each ascending floor. Having this reporting will help the city prioritize enforcement and provide crucial information if building owners apply for extensions due to economic hardship.

Third, any building owner who files for an extension due to economic hardship must be required to exhaust all low-cost weatherization measures they can implement in the interim period before they install cooling devices to reduce indoor temperatures. Exactly which weatherization measures would be considered low-cost may require consultation with industry experts, but could include cool roof coating, retrofits like air sealing, insulation, and window replacements, or other weatherization efforts. Importantly, many retrofits can be funded by programs like the Affordable Multifamily Energy Efficiency Program, and building owners who apply for extensions must make good faith attempts to get funding from these programs.

Fourth, it's essential that Int. 994-2024 doesn't inadvertently mandate maladaptation or stick buildings with expensive, outdated cooling systems. A concern is that building HVAC systems or boilers are reaching the end of their life cycles within a few years of the compliance deadline, then building owners may not replace them with heat pumps and may instead install inefficient window air conditioners. When implementing this law, New York City must work with the utilities and building owners to avoid these kinds of situations.

Finally, ensuring that Int. 994-2024 achieves its goals without inadvertently harming tenants is imperative. For example, if tenants are required to pay increased electricity costs as a result of the installation of cooling devices, low-wealth tenants already burdened by energy bills may choose not to use the devices. To address potential affordability concerns, collaboration will be needed by the City, the Utilities, the New York Department of Public Service and stakeholders to coordinate funding and develop more equitable rate designs. In addition, an extensive outreach and education plan must be deployed to connect with the most vulnerable tenants in New York. Any raised costs can be concerning, particularly for those who live in the City's limited affordable housing. Landlords must not be allowed to pass the cost of installing cooling devices onto their tenants in the form of increased rent or to use expensive retrofits as a backdoor method of eviction. Tenant protection must be a vital part of a right to cooling or the right is meaningless.

Earthjustice strongly urges the New York City Council to enact Int. 994-2024.

Sincerely,

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LEGAL SERVICES NYC

Testimony on Int. 994-2024
Committee on Housing and Buildings
New York City Council
November 12, 2024

Dear Members of the New York City Council:

Legal Services NYC is the largest civil legal services provider in the country, and our neighborhood-based offices and outreach sites across all five boroughs assist over 100,000 individuals annually. LSNYC is dedicated to fighting poverty and seeking racial, social and economic justice for low-income New Yorkers. This testimony is being submitted in response to proposed Int. No. 994, a bill focused on improving access to cooling for tenants.

Legal Services NYC serves communities across all five boroughs that bear the disproportionate burden of the urban heat crisis. We know from the City's own 2024 Heat Mortality Report that a lack of access to air conditioning is the most significant risk-factor for heat-related deaths. Our current paradigm of cooling as a luxury disproportionately adversely impacts the most vulnerable New Yorkers. The EJNYC study of Environmental Justice Issues in New York found that black New Yorkers are twice as likely to die from heat stress as white New Yorkers. This imbalance is a legacy of systemic racism which has created a lack of green space in low-income communities, poor housing quality and a lack of access to air conditioning, all of which contribute to heat vulnerability.

This past year alone demonstrates the desperate need for access to cooling for every New Yorker. Earlier this year, on July 22nd, we reached the hottest global temperature ever, preceded by a 13-month streak of record-setting temperatures. The need for access to cooling is more critical than ever.

While this bill will certainly provide greater access to cooling, the relationship between outdoor and indoor temperatures is complex. The bill's trigger of an external temperature of 82 degrees does not consider crucial factors that can impact increased indoor temperatures such as insulation, the number of windows and their orientation in the unit, ventilation and building materials. Furthermore, the outdoor temperature is variable across the city due to the urban heat island effect and temperatures can vary by as much as 10 degrees from neighborhood to neighborhood.

In addition, the bill's reliance on a heat season of June 15 through September 15 doesn't reflect the reality of climate change. Climate science tells us these "shoulder season" heat events will only become more common. We only need to look back at these past few weeks in which children were celebrating Halloween in nearly 80-degree temperatures to see evidence of our changing climate. Our recent spate of unseasonably warm November days fell well outside of the bill's proposed cooling season and this phenomena of warm days during traditionally cooler moths will continue to accelerate. If the bill's protections don't apply year-round, many of our clients will continue to suffer from unsafe levels of heat in their homes.

In addition, our clients desperately need a robust utility assistance program that allows low-income New Yorkers to not only have access to cooling devices but to also be able to utilize them without fear of increased utility costs. The City's own data shows that 16% of New Yorkers who have air conditioning units don't use them due to the increased energy burden. This statistic represents thousands of families forced to choose between their health and their ability to afford rent, food, or medication. Without utility assistance, any residential air conditioning requirement simply will not help New York's most vulnerable.

Finally, while this bill addresses existing housing stock, it is crucial that we ensure that new buildings continue to be habitable for low-income New Yorkers as the climate warms. New buildings can also build cooling systems more energy efficient than the window units so many New Yorkers rely on, as well as more energy-efficient heating systems. Energy efficient climate controls, alongside utility assistance, are crucial to ensure that low-income New Yorkers can survive climate change.

The right to a safe, livable temperature in one's home is fundamental to human dignity and public health. Yet currently, this right is effectively denied to many New Yorkers based on their income, zip code, or race. Ensuring access to affordable climate control would be a significant step toward housing justice and equity in our city. Legal Services NYC clients cannot afford to wait another summer for relief from dangerous heat.

Thank you for your consideration.

Respectfully submitted,

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Testimony of Urban Green Council before New York City Committee on Housing and Buildings

Re: Recommendations for Intro 994 of 2024

November 12, 2024

Dear Council Member Sanchez, Council Member Restler, and members of the Committee:

Thank you for the opportunity to comment today. My name is Danielle and I am policy manager of Urban Green Council. We are a non-profit based here in New York City (NYC), and our mission is to decarbonize buildings for healthy and resilient communities. Today, that mission has never felt more critical, and we are here to submit our feedback on Intro 994 to require tenant-occupied dwellings be provided with cooled and dehumidified air.

While Urban Green strongly supports the end goals of Intro 994, we see key challenges in the current bill draft that must be thoughtfully navigated before Intro 994 moves forward.

In the most recent PlaNYC, our City envisioned a mandatory cooling requirement for new construction and a maximum indoor temperature standard by 2030. Intro 994 puts us on path to the latter of those two visions. Today I will share Urban Green's support for the overall goals of Intro 994, the complicated and sometimes competing issues that must be addressed, and recommendations to ensure it can be as impactful as its intention.

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1. Urban Green overwhelmingly supports the major aims to mitigate extreme heat risk for NYC's most vulnerable residents and ensure a right to cooling, and we welcome the opportunity to work together to achieve them.

As scientists on the New York City Panel on Climate Change stated in their 2024 report, "climate change presents urgent, immediate, and long-term challenges to New York City". Extreme heat is the deadliest climate hazard in NYC, causing on average 350 deaths each year, and climate change is making NYC summers hotter.

From our perspective, this bill seeks to address this heat risk through two crucial aims:

A. Reducing life-safety risks from extreme heat for NYC's most vulnerable residents in their own homes.

   Over three million New Yorkers live in the most heat-vulnerable community districts. The City's 2024 Heat Mortality Report cites that while 90% of NYC residents citywide have air conditioning (AC), 10% of New Yorkers do not. But heat vulnerability varies across the city's neighborhoods, and access to AC can be as low as 76% in some areas. Heat stress disproportionately affects Black, low-income and elderly New Yorkers, and the study found that a lack of access to home AC is the largest risk factor for heat-stress death. This bill aims to address life-safety risks that arise from a lack of cooling by ensuring every residential tenant has equipment capable of providing them with cooling and dehumidified air.

B. Enshrining the construct of a legal right to cooling in New York City apartments.

   In winter, local law requires NYC landlords to provide heat and maintain minimum indoor temperatures. But landlords are not required to provide AC and there is no *maximum* indoor temperature for cooling season. This need will become more critical over time with climate change. Intro 994 would address this by ensuring every New Yorker is given access to cooling in their living space *as a right* during the hottest summer months and setting a maximum allowable indoor temperature in a similar manner that heat is required *as a right* in winter.

Urban Green is entirely supportive of those aims, and we want to work together on strategies that achieve them.

2. However, there are key challenges with the current bill that must be resolved before Intro 994 can move forward.

From our own research on building energy use and conversations with knowledgeable building practitioners and advocates, we see key issues with the current bill that may limit its ability to fully address these heat risks and may lead to unintended consequences.

Those who need cooling the most often cannot afford to pay for it

Landlords bear the cost of heating in many NYC apartments, and programs exist today to help income-eligible residents to pay for heat in those that don't. But residents will most likely bear the brunt of electricity bills for cooling, and many New Yorkers who lack access to AC already face significant energy burdens. The city's Heat Mortality report found that low-income residents are less likely to use AC on hot days due to cost, and this severely complicates whether vulnerable

residents might use AC without financial support. While thoughtful solutions like improving the Low Income Home Energy Assistance Program are underway, simply making cooling available may not help those who need it most.

Most large buildings will not have heat pumps in four years

We have heard some argue that Local Law 97 (LL97) will help drive heat pump adoption – and thereby cooling equipment – in large multifamily buildings by the time Intro 994 would take effect in four years, and that this will help owners to meet the requirements. We urge caution against assumptions that LL97 will drive heat pump adoption in the near-term. While over time, many multifamily buildings may turn to heat pumps for year-round heating *and* cooling driven by LL97 requirements, our research shows that most LL97 covered buildings do not have to electrify space conditioning to meet carbon limits before 2030. Further, LL97 Article 321 pathways for affordable housing do not have annual carbon limits that might drive heat pump adoption over time. In that case, many owners are likely to turn to window units as a solution for meeting Intro 994 requirements.

Inefficient, second-hand window ACs may become the default

As written right now, Intro 994 does not set an efficiency requirement for units installed by landlords. With whole-building heat pumps unlikely in the near-term, the easiest path for compliance will likely be a race to the bottom where landlords buy and install cheap, inefficient and/or second-hand window ACs. This may unintentionally lead to New York's most vulnerable residents getting the worst performing equipment and subsequently higher than necessary energy costs for their operation. This is certainly not the intention of the bill.

The grid is already most strained and polluting on hot summer days

The city's electricity grid is built to meet peak demand days, which right now occur when people turn on air conditioners on the hottest days of the year. Wasteful, inefficient equipment operating during these times can overstrain the grid, especially in leaky buildings with poor insulation. At these peak times, the most polluting peaker plants turn on to make up the last mile of power needed to meet demand leading to poor local air quality.

Technical challenges in buildings must be addressed:

Practitioners have flagged numerous building science and technology issues with meeting Intro 994 as written. Obstacles include limited electric capacity for some buildings to add new AC, an implied requirement for ACs in kitchens and bathrooms, the need to balance concurrent LL97 GHG limits, infeasible simultaneous indoor temperature and humidity requirements, and a lack of technologies on the market for direct control over relative humidity levels. For buildings that may comply with cooling requirements through whole-building heat

pump adoption, we have also heard from experts that careful planning is needed to properly size heat pumps for cooling *and* heating. Bill language that guides proper equipment sizing to the demand load of the building – informed by HVAC and other experts – would be wise because getting that wrong can lead to high indoor humidity, which has its own cascading effects on indoor air quality and resident health. More research is needed to address the array of technical issues.

3. These obstacles are not permanent, and thoughtful planning can address them to ensure all New Yorkers – especially the most vulnerable – are resilient to extreme heat.

To be clear, we support mitigating heat risk in extremely vulnerable populations and a right to cooling, and we do not feel any of these obstacles are permanent or insurmountable. We think they can be dealt with, but we encourage a thoughtful engagement process to get it right. We recommend the following steps:

1. **Start with new buildings**: As is recommended in the city's PlaNYC report, start by requiring all new buildings to be constructed with adequate cooling equipment. Getting the right equipment in buildings is most cost-effective at the time of construction, and while most buildings would likely have cooling given Local Law 154's all-electric new construction requirement, there is no need to leave the option on the table for new buildings to be built without air conditioning.

2. **Help the most heat-vulnerable residents with programs today:** Identify the most heat-vulnerable residents that reside within the 10 percent of homes lacking AC – including elderly, disabled, and low-income residents – and take steps to give them necessary short-term resources now. A task force could identify priority actions that have quick implementation timelines, including but not limited to: drawing on lessons from NYC's 2020 Cool and Safe at Home Program; redistributing ACs disposed as part of HPD's Retrofit Electrification pilot program to elderly or other vulnerable residents; utilizing passive cooling strategies like ceiling fans; and installing temperature monitors with alerts in households of greatest concern. Those with true critical life-safety concerns do not have to wait for help while a Right to Cooling bill is thoughtfully planned.

3. **Require a study on a Right to Cooling bill and ensure sufficient budget for it:** Task MOCEJ, DOB, DEP, HPD or another appropriate agency to conduct a study to advise on how to navigate key topics like utility cost, technology and building science barriers, grid constraints, and other topics so that a Right to Cooling bill can be successfully implemented. Balancing these crucial and sometimes competing priorities is challenging, and engaging the right stakeholders and experts will be key to that process. We also recommend that any study be allocated the appropriate funding in next year's City budget.

4. **Consider minimum energy efficiency standards for window units:** Explore a requirement for any eligible window AC installed in compliance with Intro 994 or other similar bill to meet the minimum federal DOE energy efficiency standards for room air conditioners. Newly purchased window ACs will be required to meet these standards starting in 2026, and federal preemption likely limits NYC's legal authority to issue deeper equipment efficiency standards. But adding a requirement to meet current DOE efficiency standards to an NYC bill would at least ensure that the cheapest, inefficient second-hand units do not become the default for at-risk residents.

Thank you again for your leadership on this, we are glad to see this issue being addressed through City Council action. With unpredictable changes to the federal government's ability and willingness to act on climate change, it is clear there is a dire need for local governments to build resiliency against its worst effects. We also thank the many groups that have already dedicated time and work to set us on the right path, and we look forward to working together to ensure all New Yorkers are resilient to withstand extreme heat.

–

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PUBLIC TESTIMONY OF WATERFRONT ALLIANCE

November 12, 2024

New York City Council Committee on Housing and Buildings Oversight Hearing RE: Tenant Harassment and Safety.

Submitted by Maité Duquela, Climate Policy Fellow, Waterfront Alliance

Thank you, Committee Chair Pierina Ana Sanchez and Council Members, for hosting this hearing. I am Maité Duquela, the climate policy fellow at the Waterfront Alliance. Waterfront Alliance is the leader in waterfront revitalization, climate resilience, and advocacy for the New York-New Jersey Harbor region.

The Waterfront Alliance is committed to sustainability and to mitigating the effects of climate change across the region's hundreds of miles of waterfront. We spearhead the Rise to Resilience Coalition of 100+ groups advocating for policy related to climate resilience, we bring education focused on climate resilience to students in NYC DOE schools through our Estuary Explorers program, and we run the Waterfront Edge Design Guidelines (WEDG®) program for promoting innovation in climate design.

Waterfront Alliance is pleased to testify in strong support of Intro 994-2024, a crucial bill that mandates building owners to provide cooling in residences. This legislation is vital for safeguarding the health and well-being of New Yorkers by offering relief from extreme heat, the deadliest consequence of climate change.

As an organization advocating for climate resilience in all forms, and a member of the Extreme Heat Coalition, Waterfront Alliance believes that addressing extreme heat must be included in New York City's climate solutions. Extreme heat is an escalating issue in New York City, contributing to rising heat mortality rates. Black New Yorkers are disproportionately affected, being twice as likely to succumb to heat stress compared to their white counterparts. This disparity is rooted in systemic racism, limited green spaces, inadequate access to air conditioning, and substandard housing quality. Indoor temperatures often remain high even after outdoor temperatures drop, underscoring the necessity for everyone to have access to a thermally safe environment, particularly overnight. Providing cooling in residences is not just a health imperative but also a matter of environmental justice and equity. It is essential to ensure that all New Yorkers have a safe and healthy living environment, especially as climate change progresses.

Intro 994-2024 would require building owners to provide cooling in residences, ensuring that all New Yorkers can find respite from extreme heat. The bill also includes provisions for building owners to apply for extensions or exemptions if they can demonstrate undue hardship. Additionally, it mandates the City to conduct outreach and education for tenants and owners about the new requirements. Waterfront Alliance strongly supports this bill and urges the City Council to pass this critical legislation.

To further enhance the effectiveness of **Intro 994-2024**, Waterfront Alliance recommends the following:

- **Extend the Covered Period**: Expand the covered period to June 1 - September 30 to reflect the lengthening hot weather season due to climate change. This year, we experienced 94 days over 80 degrees between April and October, demonstrating the need for cooling beyond traditional summer months.

- **Prioritize Vulnerable Populations**: Extreme heat poses a greater threat to vulnerable populations. Cooling and dehumidifying devices should be prioritized for these residents first. The New York City Department of Health and Mental Hygiene (DOHMH) data can support a triaged approach. For example, New Yorkers aged 60 or older had the highest average annual heat-related death rate from 2013-2022. Using the Heat Vulnerability Index (HVI) map, which considers factors like surface temperatures, green space access, air conditioning rates, and median income, can help identify high-risk areas. Building owners should use pre-reporting to recognize properties in high HVI neighborhoods and prioritize cooling devices for vulnerable seniors, especially those on higher floors in neighborhoods scoring 4 and 5 on the HVI map.

- **Encourage Energy Efficiency and Passive Cooling**: If building owners cannot afford cooling devices, they should consider low-cost weatherization measures to reduce indoor temperatures. Strategies like cool roof coating, available at no cost through the Cool Roof NYC Initiative, can lower air conditioning costs and internal temperatures. Additionally, retrofits such as air sealing, insulation, and window replacements, funded by programs like the Affordable Multifamily Energy Efficiency Program, can improve indoor temperatures and set buildings on a path toward decarbonized heating and cooling.

- **Avoid Maladaptation:** Policy solutions should not promote maladaptation. Building owners with HVAC systems or boilers nearing the end of their life cycles should be encouraged to replace them with heat pump systems rather than being fined for not immediately providing

traditional window unit air conditioners. Options that reduce emissions, prevent stranded assets, weaken Urban Heat Islands, and uplift tenant well-being should be prioritized.

- **Future-Proof New Constructions:** While this bill addresses existing housing stock, it is crucial to future-proof buildings. The City Council should introduce legislation aligned with the PlaNYC goal of requiring all new constructions to integrate cooling systems. New buildings, free from old boiler systems or deferred maintenance issues, are best positioned to meet rising temperatures and energy costs. The path forward must streamline access to heat pumps, passive cooling, and natural refrigerants alongside energy affordability.

Intro 994-2024 represents a significant step towards protecting New Yorkers from the dangers of extreme heat. Waterfront Alliance urges the City Council to pass this bill and take additional measures to ensure that all New Yorkers have access to safe and healthy housing. We will continue to support this bill, ensuring it upholds the highest health standards, feasibility for nonprofit and low-income building owners, and housing stability for heat-vulnerable tenants.

Thank you to the Committee on Housing and Building for hosting this hearing, and for your time and consideration.

November 12, 2024

Testimony of WE ACT for Environmental Justice

To the New York City Council Committee on Housing and Buildings

Regarding a requirement for tenant-occupied dwellings to be provided with cooled and dehumidified air.

To Committee Chair Pierina Ana Sanchez and Committee on Housing and Buildings:

WE ACT for Environmental Justice, an organization based in Harlem, has been fighting environmental racism at the city, state, and federal levels for more than 30 years. WE ACT's theory of change is centered on a power-building model that empowers environmental justice communities to organize for the change they need.

WE ACT urges all City Councilmembers to co-sponsor and pass the following bills and resolutions:

- **Int 994-2024** – A Local Law to amend the administrative code of the city of New York, in relation to requiring that tenant-occupied dwellings be provided with cooled and dehumidified air

Our current paradigm of cooling-as-a-luxury is undeniably inhumane, dangerous, and inequitable. Extreme heat is the deadliest impact of climate change and while everyone is exposed to it, heat acts as a threat multiplier for the most vulnerable residents. According to the EJNYC Report, Black New Yorkers are twice as likely to die from heat stress as white New Yorkers. The report goes on to note: "As a result of systemic racism, lack of green space, limited access to air-conditioning, and poor housing quality, heat-exacerbated deaths are more common in neighborhoods that are home to a greater proportion of low-income and Black New Yorkers." The Heat Mortality Report conducted by the Department of Mental Health and Hygiene has found that lack of access to air conditioning is the primary risk factor associated with heat-stress deaths. Introduction 0994-2024 closes a policy gap we can no longer ignore. We already require all housing to provide heating. Now that we are in a humid subtropical climate zone experiencing sustained and extreme heat, everyone must have a right to cooling.

WE ACT for Environmental Justice is a community-based non-profit organization working for environmental justice throughout Northern Manhattan. Our mission is

to build healthy communities by ensuring that people of color and/or low income residents participate meaningfully in the creation of sound and fair environmental health and protection policies and practices.

We will continue to support this bill, ensuring it uplifts the most protective health standard, feasibility of implementation for nonprofit and low income building owners, and housing stability for heat vulnerable tenants. We encourage the council to consider amendments to the language to directly address these priorities.

First, We suggest extending the covered period to June 1-September 30 to reflect that the hot weather season is lengthening due to climate change. This year, we experienced 94 days over 80 degrees between April and October. The need for cooling has already exceeded the traditional summer months, and this bill's language can help us plan for more severe and enduring hot and humid conditions.

Because extreme heat poses a more imminent threat to certain vulnerable populations, the deployment of cooling and dehumidifying devices should reach these residents first. Fortunately, DOHMH has crucial data that can support a triaged approach in the initial years of implementation. New Yorkers aged 60 years or older died at the highest average annual rate at 1.9 per million people from 2013-2022. We have robust data sets such as the Heat Vulnerability Index map that identify the likelihood of injury or death related to extreme heat. The HVI accounts for daytime summer surface temperatures, access to green space, air conditioning access rates, and area median income–all factors that are disproportionately maladapted to extreme heat in formerly redlined neighborhoods. There is also research that suggests indoor temperatures increase with each ascending floor. The pre-reporting phase should collect information that helps building owners recognize which of their properties are in high HVI neighborhoods, how many/where vulnerable seniors live in their properties. Should they file for economic hardship, building owners should develop a plan to prioritize devices for the senior tenants in the short-term, starting with those on the highest floors in neighborhoods scoring 4 and 5 according to the HVI map. A compliance extension and/or exemption from fines should be contingent upon showing a good faith effort as many at-risk tenants with cooling devices as possible given available resources.

Further, if a building owner has no tenants who meet this profile but they still plan to file for an extension because they can't afford the cost of cooling devices, they should be exhaustive in considering low cost, weatherization measures they can implement in the short term to bring indoor temperatures down. While not all buildings have the same level of readiness to accommodate cooling devices, adapting to a hotter climate requires that every building, even those beyond the purview Local Law 97, offer passive cooling and be prepared for increased energy demand in the long term. One strategy that does both is cool roof coating, which

can be installed at no cost for non-profits, affordable/low-income housing, and certain cooperatively owned residential buildings by way of the Cool Roof NYC Initiative. The Cool Neighborhoods NYC report states that a building can lower air conditioning costs by 10% to 30% and achieve up to 30% reduction in internal building temperatures during the summer by increasing roof reflectivity with this technology. This, in combination with retrofits such as air sealing, insulation, and window replacements that can be funded by programs like the Affordable Multifamily Energy Efficiency Program, can significantly improve indoor temperatures and put buildings on track for decarbonized heating and cooling. By the 2030s, we could have 54 days at or above 90 degrees. The work to bolster our built environment against extreme heat is past due. The bill should be amended to be inclusive of pathways to compliance that encourage energy efficiency and passive cooling.

It is essential that policy does not inadvertently mandate maladaptation. If building owners own HVAC systems or boilers reaching the end of their life cycles within a few years of the compliance deadline, they should be encouraged to replace it with a heat pump system, rather than being fined for not immediately providing traditional window unit air conditioners. Options that reduce building emissions prevent the purchase of stranded assets, weaken the intensity of Urban Heat Islands, and uplift tenant wellbeing. The law should make it easier for building owners to choose wisely.

Finally, while this bill addresses existing housing stock, it is imperative that we future proof our buildings. The City Council should introduce legislation in line with the PlaNYC goal of requiring all new constructions to integrate cooling systems. New buildings are best positioned to meet the moment because they are not constrained by old boiler systems, decades of deferred maintenance issues, or architectural design for the climate of the past. New York City must contend with rising temperatures and energy costs simultaneously. The path forward must streamline access to heat pumps, passive cooling, and natural refrigerants alongside energy affordability.

WE ACT for Environmental Justice strongly urges the New York City Council to enact Int 994-2024.

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TESTIMONY REGARDING

Intros. No. 621-2024, 622-2024, and 623-2024

PRESENTED BEFORE:

The New York City Council's
Committee on Housing and Buildings

PRESENTED BY:

Justin R. La Mort, Esq.
Managing Attorney
Mobilization for Justice, Inc.

NOV. 12, 2024

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1. Introduction

Mobilization for Justice's (MFJ) mission is to achieve justice for all. MFJ prioritizes the needs of people who are low-income, disenfranchised, or have disabilities as they struggle to overcome the effects of social injustice and systemic racism. We provide the highest-quality free, direct civil legal assistance, conduct community education and build partnerships, engage in policy advocacy, and bring impact litigation. MFJ also promotes diversity, equity, and inclusion in our workplace, and understands the need to eliminate all racial disparities to achieve justice for all.

MFJ appreciates the opportunity to share with the New York City Council Committee on Housing and Buildings on how the city can protect some of the most marginalized tenants from illegal lockouts. Our submission is based on our experience representing thousands of tenants across New York City each year. Our office also attempted to better quantify the state of illegal lockout cases by reviewing 275 illegal lockout cases from 2021-2022. These cases were primarily in Brooklyn and Manhattan as those counties use a numbering system that makes it easier to identify illegal lockout cases from other litigation in Housing Court. We used 2021-2022 as these cases should have reached a conclusion for analytic purposes.

We support passage of intros 621 and 622, and we suggest amending proposed intro 623.

2. Int. No. 0621 – Expanding Definition of Tenant Harassment to Include Unlawful Evictions

MFJ supports explicitly listing a finding of an illegal lockout to be considered tenant harassment and the offending property owner's inclusion in the certificate of no harassment program.

3. Intro 0622: Injunctive Relief for Lawful Occupants of Rent Units

MFJ strongly supports Intro 0622 to end the judicially created loophole of the futility doctrine. Anyone who has lawfully occupied a dwelling unit for 30 days or longer or who has entered into a lease cannot be evicted without due process such as a court order, government vacate order, or warrant of eviction.[1] Intro 0622 also creates greater certainty about the status of licensees as lawful occupants in illegal lockouts by reaffirming the intent behind the 2019 HSTPA reforms.[2]

The courts have created a loophole called the futility doctrine that sacrifices justice for speed. The idea is that while a court acknowledges an unlawful act occurred causing someone to be homeless, those illegally displaced will not be permitted to return home because they could be evicted if a proper case was brought. MFJ has anecdotally noticed that his doctrine has been used more often after the onset of the pandemic as a means to make cases go away. Out of our 275

[1] RPAPL 768.
[2] Watson v. NYCHA-Brevoort Houses, 70 Misc.3d 900 (Civ. Ct. N.Y. Cty. 2020).

sample cases we reviewed there were 11 dismissed due to futility or around 4% of cases reviewed.

This is problematic for many reasons. First, it incentivizes illegal lockouts. If NYPD is not enforcing the criminal offense and the courts are not enforcing the statute, then households become homeless with the only recourse to bring a damages case in civil court where they are unlikely to obtain an attorney, and the delays can be years. The purpose of asking cases to come to court is to ensure due process and to prevent the violence that is involved with throwing someone into the streets. The futility doctrine undermines the entire legal regime and reasoning.

Secondly, this judicially fabricated doctrine weakens the right to counsel program. Illegal lockouts happen quickly where there is little time for intake or legal services capacity for emergency cases. They are usually assigned to trial judges who have trials scheduled for months but because of the expedience of illegal lockouts most juggle them onto their docket. Our sample had 11 explicit futility decisions, only one of the cases (9%) had an attorney. More cases may involve futility but are often concluded by being withdrawn or settled at the urging of the trial judge with the threat of invoking futility. Overall, only 28% of tenants in illegal lockouts had an attorney in our sample. Courts are making decisions very quickly on cases where there has been little time to develop facts, no discovery, and the vast majority have no attorney involvement to assist making this decision of "futile" being an underinformed decision. Most unrepresented tenants will be locked out from their documents, under great stress from losing their home without notice, and are not well versed in complicated areas of the law, making common issues such as succession, regulatory requirements, or good cause much harder for the court to adequately addresses when efficiency is prized above effectiveness.

Third, it increases homelessness. People are forcibly removed from their homes with no notice or due process. Many people will not have alternative housing available at a moment's notice. The cost is then passed down to the taxpayers to provide shelter and often involves police resources. Preventing illegal lockouts is not just moral and just, but also a more cost-efficient use of city resources.

4. Int. No. 0623 – Increasing Penalties for Unlawful Evictions

MFJ supports increasing the penalties and appreciates the sentiment in preventing bad actors from being rewarded but have concerns regarding § 27-2093.2. The proposed language prohibits owners from taking part in any New York City subsidy program, tax abatement program or tax exemption program for five years after an unlawful eviction. We worry such language would impact tenants who benefit from city-sponsored programs such as CityFHEPS, SCRIE, DRIE, and rent stabilization derived from tax exemptions, among other programs. The private landlords who had a lockout case brought against them in our sample on average owned 339 buildings or a median of 15 buildings according to JustFix.org data. The average size of a privately owned building with a lockout in our sample had 293 units and the median size was 12 units. The loss of these programs across entire real estate portfolios could endanger tenancies and allow owners to circumvent income discrimination protections through malfeasance.

In other words, for the small cost of one intentional illegal lockout, a landlord could empty scores of otherwise affordable apartments by claiming that it was now ineligible to accept city's SCRIE and DRIE programs to cover the rent.

5. Conclusion

MFJ urges the City Council to pass intros 621 and 622 to combat illegal lockouts and we suggest amending proposed intro 623 to ensure there are not collateral consequences on tenants.

Testimony of the Natural Resources Defense Council

To the New York City Council Committee on Housing and Buildings

Regarding Intro 994

November 12, 2024

Good afternoon, Chair Sanchez and members of the Committee on Housing and Buildings. My name is Isabel Friedman and I am an advocacy associate at the Natural Resources Defense Council ("NRDC"). As you know, NRDC is a national, non-profit legal organization that has been active on a wide range of environmental health, natural resource protection, and quality-of-life issues across the country, around the world and here in New York City, where our organization has had its main offices since we were founded in 1970. We have been engaged on many aspects of the climate crisis for years and have been especially concerned about the impacts of extreme heat on the health of the most vulnerable city residents.

We appreciate your leadership, Chair Sanchez, in convening this important hearing.

Extreme heat is the deadliest impact of climate change, killing more Americans than all other natural disasters combined. Most people who die from heat stress, die in a home without air-conditioning. Indoor temperatures fluctuate far less than outdoor temperatures, so during a heat wave, residents without air conditioning are likely to be exposed to unsafe temperatures and humidity for long periods of time. Putting the sole burden of cooling on tenants, many of whom can neither afford to purchase cooling devices nor run them, has not been working. With 2024 shaping up as the hottest year in the history of record-keeping, extreme heat is a problem that warrants prompt attention.

Intro 994 is designed to address this pressing environmental health problem. It would mandate that residences do not exceed a maximum indoor temperature to protect our most vulnerable residents on the hottest days of the year. Specifically, it would require that from June 15 to September 15, building owners who are already subject to minimum temperature requirements during the winter under local law must maintain a maximum indoor temperature of 78°F when the outdoor air temperature is 82°F or higher. Owners whose buildings are without central cooling would have to install cooling systems within residential units.

NRDC strongly supports the intention and objective of Intro 994. We highlight several issues for the council's consideration as it develops the final language of this important bill:

First, there can be little question that a cooling requirement should apply to all new residential building construction. This is consistent with PlaNYC, which set the goal of codifying cooling requirements in new construction by 2025, ensuring at the minimum that new buildings have cooling systems addresses the reality of our warming climate. Heat pumps and passive cooling mechanisms should be utilized to ensure that protecting New Yorkers from the heat doesn't come at the cost of increased load on the grid and unnecessary additional greenhouse gas emissions.

Second, we need to prioritize vulnerable populations in the implementation of this bill. As shown by city data, Black New Yorkers, New Yorkers over the age of 60 and those with chronic health conditions, and those living under the federal poverty line have a higher risk of heat-related mortality. We must ensure those most at risk receive cooling measures first. This can be done through a phased implementation of the cooling requirement or by amending the bill such that it targets vulnerable New Yorkers.

A third challenge is how to ensure that low-income New Yorkers can afford to run the air conditioners they already own or that are installed by building owners. We need to prioritize energy affordability because even if low-income New Yorkers have air conditioners, the issue of extreme heat isn't solved unless they can run them. Either as part of this legislation or as part of the broader initiative, it is essential that the council identify other funding sources to address the issue of energy affordability, such as expanding LIHEAP funding for cooling.

Two final points: We believe that a thoughtfully designed bill should be advanced in a way that doesn't conflict with Local Law 97 or impose a double burden on landlords. We also believe that tenant protections against evictions and rent increases associated with installing cooling devices must be assured, either as a part of this bill or via other legislative or administrative mechanisms.

Thank you for the opportunity to comment on this important issue. My NRDC colleague Eric Goldstein and I, along with our community partners, look forward to working with you, Chair Sanchez, Councilmember Restler and your staff to address these and the other issues that have been raised in this hearing.

Neighbors Together

New York City Council Committee on Housing and Buildings
Hearing on the Stop Illegal Evictions Act

Neighbors Together Testimony
Written by Amy Blumsack, Director of Organizing & Policy

November 12, 2024

Neighbors Together would like to thank the chair of the Housing and Buildings Committee, Councilmember Sanchez, as well as the other members of the committee, for the opportunity to submit testimony on the Stop Illegal Evictions Act (Intros 0621, 0622, 0623, 0993, and Resolution 0246)

About Neighbors Together

Neighbors Together is a community based organization located in central Brooklyn. Our organization provides hot meals five days per week in our Community Café, offers a range of one-on-one stabilizing services in our Empowerment Program, and engages members in community organizing, policy advocacy and leadership development in our Community Action Program. We serve approximately 100,000 meals to over 12,000 individuals per year. Over the past year alone, we have seen a 63% increase in the number of meals we are serving, and we see new people on the line every day.

Our members come to us from across the five boroughs of New York City, with the majority living in central Brooklyn. Nearly 60% of our members are homeless or unstably housed, with a significant number staying in shelters, doubled-up with relatives or friends, and living on the street. Approximately 40% of our members rent apartments or rooms in privately owned homes, or live in rent stabilized units.

Over the last five to ten years, our members increasingly report that homelessness and lack of affordable housing options are their primary concern. Our data backs the anecdotal evidence we see and hear from our members daily: an increasing number of our members are either living in shelter with vouchers for years at a time, ineligible for a voucher, or unable to find permanent

housing due to rampant source of income discrimination and a vacancy rate of under 1% for affordable housing units in New York City.[1] Our members, the majority of whom are extremely low-income, are most vulnerable to exploitative housing situations and harassment by landlords because they have so few options for housing.

Our Experience with Illegal Evictions

Neighbors Together has significant experience with illegal evictions. For approximately a decade, Neighbors Together was one of the only organizations in New York City to organize three-quarter house tenants. While we no longer organize three-quarter house tenants, and couldn't estimate the number of three-quarter houses that still exist in the city, we know that many extremely low-income New Yorkers still utilize various types of "underground" housing models, and we believe that any vulnerable populations' need for affordable housing can be exploited and abused. It is for this reason that the Stop Illegal Evictions Act is so important.

For background context, we want to describe three-quarter houses as they were when we were organizing tenants who lived in them. Three-quarter houses, sometimes known as illegal boarding houses or transitional houses, were private homes that rented beds to single adults. Three-quarter houses held themselves out as programs, although they were unlicensed and unregulated by any government agency. The housing conditions were almost always bad, and often dangerous, yet despite the poor conditions, three-quarter houses provided essential housing of last resort for some of the city's poorest and most vulnerable populations. A vast majority of tenants who resided in three-quarter houses were black or Latino, many of whom were formerly incarcerated, chronically homeless, and were struggling with substance use, unemployment, mental illness and other medical issues.

Tenants were often referred to three-quarter houses from inpatient substance abuse programs, after being released from prison or jail, or from service providers. Tenants tended to move into three-quarter houses because they were seeking a living situation that would provide them with stability and assistance in getting back on their feet. Some tenants moved into three-quarter houses because they could not afford market rate rent on fixed incomes like public assistance or Social Security. Many tenants moved into three-quarter houses thinking they would be sober living environments with professional, licensed staff, that they would be attending a quality drug treatment program, and that they would receive assistance finding permanent affordable housing. Unfortunately, the reality of these houses was often far from what tenants were told they could expect.

[1]https://www.nyc.gov/site/hpd/news/007-24/new-york-city-s-vacancy-rate-reaches-historic-low-1-4-percent-demanding-urgent-action-new#/0

Neighbors Together

Instead of getting the services and help they needed to achieve their goals, three-quarter house tenants were illegally mandated to drug treatment programs not of their own choosing as a condition of keeping their bed, thereby making them pawns in Medicaid kickback schemes between three-quarter house operators and outpatient substance abuse programs. Tenants, who had real and serious needs such as treatment, housing, and employment, were left to choose between homelessness or keeping a roof over their heads at the expense of their other needs.

One of the most common features of three quarter houses was illegal evictions. It was one of the main tactics by which three-quarter house operators ensured a constant supply of new tenants, and therefore continuing dollars from both public assistance and Medicaid kickbacks. Illegal evictions were also the means by which operators held control over tenants who stood up for their rights or fought back against abuse.

Over the years of organizing tenants of three-quarter houses through the Three-Quarter House Tenant Organizing Project (TOP), Neighbors Together and our colleagues at Mobilization for Justice and VOCAL-NY worked with dozens of people who were illegally locked out of their homes. We witnessed firsthand how incredibly destabilizing, and even life-threatening, illegal evictions can be. The abrupt and traumatic nature of illegal lockouts can send people back into the cycle of homelessness that often includes loss of employment, and/or termination of essential public benefits, arrest or incarceration, drug use relapse, and disconnection from critical healthcare providers and schooling or training programs.

Beyond our work with three-quarter house tenants, Neighbors Together works with extremely low-income New Yorkers who face harassment by landlords who are incentivized to evict them without due process in order to bring in higher paying tenants, or tenants who won't push for repairs or essential services like heat and hot water.

Comments on the Stop Illegal Evictions Act

Neighbors Together is submitting testimony in support of the Stop Illegal Evictions Act.

Intro 0621, which **ties unlawful evictions to the City's harassment code**; expands the definition of harassment to include unlawful evictions and puts buildings where unlawful evictions happened into the Certificate of No Harassment Program.

- As Neighbors Together members will attest, unscrupulous landlords care most about their bottom line. Adding illegal evictions to the definition of harassment in the Certificate of No Harassment Program, will create financial disincentive for landlords to lockout their tenants.

Intro 0622 **guarantees due process for all legal occupants and ensures they are able to re-enter their homes**. It also guarantees that lawful occupants may not be denied restoration to their home just because a judge may deem it futile based on other potential grounds for future eviction proceedings.

- Judges should not be able to co-sign an illegal eviction because they've preemptively decided that an eviction will happen at some future date. Being restored to possession is essential to alleviating the crises that come with eviction. The longer someone is locked out of their home, the more likely they are to experience serious consequences, such as lack of access to essential medicine, or losing employment.

Intro 0623 **increases penalties** ($5,000 - $20,000 per violation; additional $1,000 fine per day from the time restoration is requested to when it occurs); prohibits owners from partaking in tax exemptions, abatements, or subsidies for 5 years if found to have illegally evicted an occupant. It also mandates low-income housing set asides for owners who are found to unlawfully evict.

- Landlords have been shown to ignore the law when fines are not significant enough to make a real financial impact; fines are considered the cost of doing business, or they are ignored altogether. Some clear examples of this are rampant source of income discrimination against voucher holders, as well as the proliferation of unpaid fines owed to the Department of Buildings and the Department of Housing Preservation and Development for outstanding repairs to buildings. The total of unpaid DOB fines for fiscal years 2010-2022 amount to $777 million, and unpaid lienable fines for the Department of Housing Development and Preservation totaled nearly $70 million for calendar years 2021 and 2022 alone[2]. These statistics make a clear argument for the need for increased penalties.
- Prohibiting landlords or owners from taking part in tax exemptions, abatements, and subsidies for 5 years is a common sense solution- again, the goal is to maximize the effectiveness of the law by creating real and felt financial consequences for those who flout the law.
    - It will be important to ensure that any prohibition of exemptions, abatements, and subsidies, do not result in the loss of affordable housing, rent-stabilized status, or SCRIE and DRIE.
- Additionally, requiring set-aside units as part of the cure for these penalties creates meaningful restitution, and addresses the dire need for deeply affordable housing[3].

[2] https://www.ibo.nyc.ny.us/iboreports/unpaid-fees-fines-letter-april-2023.pdf
[3]https://www.nyc.gov/site/hpd/news/007-24/new-york-city-s-vacancy-rate-reaches-historic-low-1-4-percent-demanding-urgent-action-new#/0

Intro 0993 **requires the NYPD to create lock change procedures** to restore lawful occupants to their home on the spot when they find a lawful occupant has been illegally locked out.

- The NYPD Patrol Guide Procedure No. 214@12 clearly states that an officer believes there is probable cause that an illegal eviction has occurred, they are to issue a summons or make an arrest. Given that they are already making a determination of illegal eviction, giving officers the power to immediately restore lawful occupants via lock change procedures makes sense. Again, being locked out of one's home can be incredibly harmful, so reducing the amount of time that someone is locked out of their home is solid harm reduction.
    - NYPD does not always follow patrol guide procedure, so it will be important officers are well trained on any additional procedures such as lock change procedures.
    - It could be helpful if there were a way to track whether officers are following this procedure, either through a hotline that lawful occupants can call if they don't receive lockout support from police, or some other type of data collection mechanism.
    - Last but not least, it is critical that the lawful occupants who have been illegally evicted not be charged for the lock change. Landlords who illegally evicted should be responsible for paying the lock change fees.

Resolution 0246 resolution calls on the State to **compel the courts to hear unlawful eviction cases within 5 days**

- Neighbors Together supports this resolution. As stated above, the sooner someone can be restored to possession, the better the potential is for positive outcomes for all occupants.

Conclusion

The cost of living and the cost of rent is continuing to increase, and affordable housing vacancy rates are below one percent. The majority of renter households are rent burdened, and 30% of low-income households who are renting are severely rent burdened.[4] The incredibly tight rental market for low-income and extremely low-income New Yorkers makes them vulnerable to exploitation, substandard housing, and illegal evictions. Neighbors Together believes the Stop Illegal Evictions Act will help prevent and reduce the harm of illegal evictions, and supports this bill package.

For questions regarding this testimony, please contact Amy Blumsack, Director of Organizing & Policy at Neighbors Together, at amy@neighborstogether.org or 718-498-7256 ext. 5003.

[4] https://comptroller.nyc.gov/reports/spotlight-new-york-citys-rental-housing-market/

New York City Environmental Justice Alliance
462 36th St, 3F, Brooklyn, NY 11232 | www.NYC-EJA.org

On the ground – and at the table

November 12, 2024

New York City Environmental Justice Alliance Testimony on Int 0994-2024 and the Need for Cooling in Tenant-Occupied Dwellings

Good morning Chair Sanchez and members of the Council. My name is Shravanthi Kanekal and I'm the Senior Resiliency Planner at the New York City Environmental Justice Alliance (NYC-EJA). Founded in 1991, NYC-EJA is a non-profit citywide membership network linking 13 grassroots organizations from low-income neighborhoods and communities of color across all the 5 boroughs in their struggle for environmental justice. Over 76% of people living in our member organization's' neighborhoods are BIPOC.

NYC-EJA is here today to lend our support for Intro 994, establishing a maximum indoor temperature regulation. Heat is a growing and under-prioritized issue in NYC. I don't need to sit here and tell you that though. We can all feel it. 80 degree days and a drought in November. We want to ensure that the City government needs to change its policy, management, and response to heat. It needs to expand existing strategies and invest in new ones to reduce the urban heat island effect and protect and prepare NYC residents from the increasing risk and dangers of heat, particularly the most vulnerable among us. Cooling strategies can no longer be regarded as a privilege, but rather must be seen as a necessity for the health and safety for the most vulnerable New Yorkers. With summers getting hotter and heat waves lasting ever longer, we need to have infrastructure (both physical and legislative) that ensures New Yorkers don't get sick and die from the growing health threat that heat poses.

According to the most recent report from the NYC DOHMH, heat is estimated to cause approximately 350 excess deaths annually, with the highest burdens among Black New Yorkers, who are twice as likely to die of heat related or exacerbated health impacts than White New Yorkers. This Department of Health report also highlighted some critical facts

- "Lack of access to home air conditioning (AC) is the ***most important risk facto***r for heat-stress death.
- Among those who died from heat stress, the place of death was most often an ***un-air-conditioned home***.
- Heat-exacerbated deaths were also more likely to occur at home, underscoring the importance of access to cooling at home."
- Additionally, without sufficient cooling measures, "***indoor temperatures can be much higher than outdoors, especially at night,*** and can continue for days after a heat wave."

- Fans are often insufficient to prevent deaths during extreme heat events, as about one-third of people who died of heat at home during the reporting period had an electric fan present and on.

For these reasons, addressing the problem of heat head-on and providing tenants with guaranteed cooling at home - which is what Intro 994 would require – is the best way to prevent such dire health consequences and deaths from continuing.

We recognize that Intro 994 presents a variety of implementation challenges, but the scale of the challenge should not stop good policy in the pursuit of public health, especially when people's lives are at risk and the city only continues to get hotter. That said, we want to ensure that the City does this right and doesn't add burdens to those most at risk to heat. We encourage the Council to find and add safeguards to this bill that do not transfer any costs to tenants, increase rents, or displace any tenants, who are already struggling to pay rent. Additionally, alongside Intro 994, there needs to be budgetary assistance to support the implementation of this legislation, such as smaller affordable housing building owners and tenants so they are genuinely able to depend on life saving cooling technology by getting utility bill assistance during the summer months.

In conclusion, NYC-EJA is supportive of the goals of Intro 994 and with the right protections, we know this legislation can work even better in serving the communities most vulnerable to heat. We look forward to working with CM Restler and the Council to ensure its passage. Thank you for the opportunity to testify today.

Testimony of Alia Soomro, Deputy Director for New York City Policy
New York League of Conservation Voters
City Council Committee on Housing and Buildings
Oversight Hearing on Tenant Harassment and Safety
November 12, 2024

My name is Alia Soomro and I am the Deputy Director for New York City Policy at the New York League of Conservation Voters (NYLCV). NYLCV is a statewide environmental advocacy organization representing over 30,000 members in New York City. Thank you, Chair Sanchez and members of the Committee on Housing and Buildings for the opportunity to comment.

Given the severity and increasing frequency of high temperatures and extreme heat events in New York City, especially on low income and communities of color, NYLCV supports the intent of Intro 994 of 2024, sponsored by Council Member Restler. This bill would require that from June 15 to September 15 building owners that are subject to minimum temperature requirements under local law maintain a maximum indoor temperature of 78°F when the outdoor air temperature is 82°F or higher. Owners without central cooling would have to install cooling systems within residential units. Leases must contain notice of the cooling requirements.

Every summer, about 350 New Yorkers die from heat-related illnesses, according to the NYC Department of Health and Mental Hygiene (DOHMH). Black New Yorkers are twice as likely to die from heat as white residents, and a lack of home air-conditioning is a major driver of heat-stress deaths. Heat-exacerbated deaths (caused indirectly by heat aggravating an underlying illness) increased in the past decade, mainly due to hotter summers overall with more “non-extreme hot days” of 82°F up to but below the extreme heat threshold (95°F). Moreover, DOHMH states that lack of access to home air conditioning is the most important risk factor for heat-stress death. Among those who died from heat stress, the place of death was most often a non-air-conditioned home.

Similar to the City’s Housing Maintenance Code, which already requires that minimum temperatures be maintained from October through May to keep New Yorkers warm during colder months, Intro 994 will ensure that tenants are protected from extreme heat events, especially for vulnerable populations such as seniors and low income and communities of color who have experienced the brunt of environmental racism. Additionally, this legislation aligns with one of the goals in the Adams Administration’s *PlaNYC: Getting Sustainability Done*, which is to develop a maximum summer indoor temperature policy to protect all New Yorkers from extreme indoor heat by 2030.

With that said, as currently drafted, NYLCV has concerns about how this bill could unintentionally cause inequities for low income tenants, especially as things currently stand in New York City and New York State when it comes to climate policy.

First off, even if AC units are installed in individual units in buildings without central cooling, there is a high risk that running the AC units during high heat days will financially harm low income residents since utilities are generally submetered for cooling, unlike for heating. NYLCV recognizes that the lack of air conditioning in residential units is a major cause or contributing factor to heat-related illnesses and deaths in New York City; however, utility costs are also a major hurdle that must not be forgotten.

This bill could also increase carbon emissions associated with doing unit-by-unit increases in air conditioning since many older buildings still run on fossil fuels and many cheaper, energy inefficient AC units use hydrofluorocarbon refrigerants. According to the NYC Comptroller's Climate Dashboard, NYC has the dirtiest energy grid within the state because a significant amount of NYC's energy comes from power plants located in the city that largely rely on fossil fuels. Greening and making New York City's energy grid more resilient requires us to significantly ramp up renewable energy generation, increase transmission capacity to deliver renewable energy to NYC, and phase out fossil fuels.

Any bill that tackles setting a maximum indoor temperature should aim to be aligned with broader building upgrades and energy efficiency improvements as required by Local Law 97. Rather than encouraging shorter-term solutions such as installing single AC units in individual units (most likely on the cheaper side since landlords won't have an incentive to buy energy efficient AC units), we support increased funding for building decarbonization and energy efficiency measures, especially for low and moderate income owners.

Beyond this specific bill, there are multiple solutions at different levels of government that would help address some of these concerns. This includes passing the NY Heat Act at the state level. This bill (A.4592/S.2016) includes language that limits energy burden for all residents to six percent of their monthly income, empowers the Public Service Commission to set regulations that will drive utility spending to support Climate Leadership and Community Protection Act goals, and ends the subsidy for expansion of gas infrastructure, which would save ratepayers an estimated $200 million annually. Passing this bill would initiate the clean energy transition New York State needs to combat utility debt and facilitate decarbonization. We support Reso 40 of 2024, sponsored by Council Member Avilés, calling on the New York State Legislature to pass, and the New York State Governor to sign this bill.

Additionally, we support expanding New York State's Home Energy Assistance Program (HEAP), which is a federally funded program that offers funds to eligible low-income homeowners and renters toward the cost of heat and air conditioners. Since this program has been underfunded and limits eligibility in some cases to residents with a documented medical condition that is exacerbated by extreme heat, we stand with advocates calling on an expansion of this program, especially for cooling and utility assistance since summers are getting hotter

and longer. This year, the program ran out of money on July 19 and will not reopen again until April 2025. As stated in *PlaNYC*, we support expanding the HEAP program to allow for the purchase of heat pumps to provide energy-efficient cooling, and to include new electric utility benefits that subsidize summer cooling costs from June to September.

In order to strengthen and decarbonize New York's electric grid as quickly as possible, NYLCV is urging the State to redouble its efforts to achieve 70% renewable energy by 2030, and we strongly supported the passage of the RAPID Act in this year's State budget to accelerate the permitting of new renewable energy transmission lines. City government has a role in achieving the State's renewable energy goals by building more solar and energy storage on public buildings and making it easier for residents across the city to do the same in private buildings.

NYLCV also supports comprehensive solutions such as improved emergency management planning for extreme heat days, and the passage of Intro 998, sponsored by Council Member Yeger, which would codify the City's cooling center program, and Intro 654, sponsored by Council Member Sanchez, which would extend the J-51 tax abatement program. This updated J-51 program would be better targeted to buildings with low-cost housing, and offer a new financial tool for building owners who need to invest in sustainability measures to comply with Local Law 97. Intro 654 can partially offset the cost of major capital improvements for qualifying buildings so that those costs do not get passed along to current or future tenants, and includes modernized scopes of work which include building electrification and decarbonization items, both of which will help buildings comply with Local Law 97.

Ultimately, NYLCV is a strong supporter of providing cooling for all New York City residents in the wake of increasing temperatures. We look forward to working with the City Council, fellow advocates, and the Administration on this bill and other comprehensive solutions to mitigate the impacts of extreme heat, particularly on environmental justice communities.

Thank you for the opportunity to comment.

Testimony Concerning:

Intros. No. 621-2024, 622-2024, 623-2024, and 993-2024

November 12, 2024

Presented Before:

The New York City Council's
Committee on Housing and Buildings

Presented By:

Michael Grinthal
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Good morning. My name is Michael Grinthal, and I am the Director of Housing Rights at TakeRoot Justice. I am testifying in support of Intros 612, 622, 623, and 993, all of which aim to protect New Yorkers against illegal evictions.

TakeRoot Justice provides legal, participatory research, and policy support to strengthen the work of grassroots and community-based groups in New York City to dismantle racial, economic, and social oppression. TakeRoot has a twenty-year history of partnering with grassroots and community-based organizations that build leadership and power within New York City's low-income communities, particularly communities of color, immigrant communities, and others traditionally excluded from policymaking.

Illegal Evictions

In my 17 years as a housing lawyer in New York City, I have met many dozens of New Yorkers who were illegally forced from their homes by lock changes, utility shut-offs, threats, and other vigilante eviction methods.

It is illegal in New York to evict a lawful occupant from their residence without first getting a judgment and warrant from Housing Court. Under New York law, a "lawful occupant" is any resident who had permission to move into their residence from someone with authority – an owner or a tenant - whether that permission has since been revoked or not. That includes tenants whose leases have expired; family members and roommates of tenants who have died or moved out; subtenants; live-in care-givers, and many others. Just as the government cannot decide that someone accused of a crime doesn't deserve a trial, a landlord cannot take the law into their own hands to decide that someone they want to evict doesn't deserve their day in court to present their side of the story. A landlord who does so – even if they're confident they would win in Housing Court – is a vigilante.

Unfortunately though, illegal eviction is rarely punished. People locked out of their homes rarely get justice and rarely get back home. And landlords continue to conclude – accurately – that illegal evictions are cheap, easy, and relatively risk-free.

Most egregiously, lawful occupants who are illegally evicted continue to be denied legal recourse in Housing Court, where – on paper, at least – they are supposed to have the right to a court order requiring their landlord to let them back into their homes. Lawful occupants without leases are routinely turned away by judges because they are not "tenants" - even though the law is not limited to tenants with leases, and even though they may have lived in their house or apartment for years and paid rent. Others are denied justice because a judge decides that restoring them to their homes would be "futile," because the landlord could in the future bring a proper eviction case against them. Imagine a person imprisoned without charges or due process

being denied a trial because a judge decides that, well, they'd probably just lose a trial anyway if they had one. Horrifying as this is, it is routine practice in New York City Housing Courts.

For example, Monique F had rented a room in a 2-unit house for over a year, paying rent each month. One Sunday evening she returned from visiting her family to find her belongings packed and left on the front steps. When she tried to enter the building, a manager blocked her way, told her that she had been evicted, and that if she didn't leave immediately, the police would be called. Monique slept that night in Penn Station before landing in an adult shelter. She brought an illegal lockout case in Housing Court, where the judge found that she was a lawful occupant and had indeed been illegally evicted. But the judge refused to order the landlord to let her back into her home because she didn't have a written lease.

Joan R lived for 4 years in her sister-in-law's rent stabilized apartment as her sister-in-law's primary caregiver. When her sister-in-law died, Joan likely had succession rights, but the landlord locked her out. Like Monique, Joan brought an illegal lockout case in Housing Court. Again, the judge agreed that she had been illegally evicted, but nevertheless held that allowing her to return home would be "futile" because she was not the person named on the lease.

Jamila was in bed recovering from recent brain surgery when her landlord burst into her room shouting and started throwing her belongings into a moving truck parked outside. The landlord insisted that he could do this because Jamila was a month behind in rent. Jamila, like so many other tenants in similar situations, feared for her safety and fled, giving up her apartment and most of her belongings. She underwent chemotherapy while staying on her sister's couch.

These stories demonstrate how brutal illegal eviction can be, how few consequences there are for vigilante landlords, and how judges too often simply wash their hands of the matter.

<u>The Bills</u>

Much of the law on illegal evictions is state law, but Intros 621, 622, 623, and 993 are carefully and thoughtfully designed to make the most of the Council's power to provide avenues for justice to illegally evicted New Yorkers.

Intro 621 would add illegal eviction as a trigger for the City's successful Certificate of No Harassment program. All too often, landlords wanting to renovate their properties turn to illegal eviction as a cheap, fast way to empty their buildings. We expect this to happen even more often as landlords try to evade the new Good Cause Eviction protections. Intro 621 would remove this incentive for illegal evictions, just as it does for other forms of tenant harassment.

Intro 622 is necessary to allow access to justice for many illegally evicted New Yorkers. Where the state illegal eviction law fails many people who cannot show the court a lease, Intro 622 will

allow these New Yorkers to file tenant harassment cases in Housing Court, and still win court orders restoring them to their homes. The bill will also stop judges from throwing out cases based on the absurd "futility" argument described above. If Intro 622 had been law when Monique and Joan went to court, they could have been restored to their homes.

Intro 623 increases the monetary penalties for landlords found to have illegally evicted someone. Current penalties are so low that a landlord might well decide it is cheaper to pay them than to hire a lawyer to bring a legal eviction case.

Intro 993 helps illegally locked out residents get immediate access to their homes, by authorizing the police to remove and change door locks when they have probable cause to believe that those locks were installed to illegally lock out a resident.

Conclusion

There is no silver bullet to end the problem of illegal evictions, but these 4 bills provide important tools to the City and to residents fighting to get back into their homes. They will make a real difference to New Yorkers every day.

Thus, I urge the Council to pass Intros 621-24, 622-24, 623-24, and 993-24.

Community Preservation Corporation

New York City Council Committee on Housing and Buildings
Public Comment on Int. 0994-2024
October 28, 2024

Thank you, Chair Sanchez and members of the committee, for the opportunity to provide testimony on behalf of the Community Preservation Corporation (CPC) in response to Int 0994-2024, a local law to amend the administrative code of the city of New York, in relation to requiring that tenant-occupied dwellings be provided with cooled and dehumidified air.

On behalf of CPC, we applaud Councilmember Restler for his vision and advocacy to ensure New Yorkers are prepared for and protected from the negative impacts of climate change. As we have learned over the recent summers in New York City, heat is the number one climate killer. According to the 2024 NYC Heat-Related Mortality Report, an estimated 250 New Yorkers die prematurely every summer because of hot weather in New York City. And that number has grown in the past decade, "mainly due to hotter summers overall with more "non-extreme heat days" of 82F up to but below the extreme heat threshold (95F)."[1] The lack of access to home air conditioning is the most important risk factor for heat-stress death, and this risk is heightened disproportionally along race and income lines, leaving low-income New Yorkers of color the most vulnerable.

Fortunately, the quantity of those without home air conditioning is relatively small. According to a 2017 House Safety survey published on New York City's Environment and Health Data Portal, only 9% of New York City households (~260,000 households) lack air conditioning. These numbers vary across boroughs, with 14.4% of Bronx households without air conditioning while that number falls to only 5% of households in Staten Island[2]. This context is important to bear in mind while crafting a targeted policy solution in response to the risks of extreme heat.

CPC is supportive of Councilmember Restler's efforts to address the risks associated with extreme heat through Intro. 994, and we agree that all New Yorkers should have access to safe, cool, homes. However, there are elements of this proposed legislation that need to be reconsidered to make this bill feasible. To start, we recommend that the City first update the New York City Environment and Health Data House Safety Survey (most recent data is from 2017) to get an accurate count of households lacking air conditioning and ensure impactful policy responses. In 2020, the City distributed over 70 thousand air conditioners to NYC households which have not been accounted for in this data. Dimensioning the scale, scope and location of the need will right-size the solution.

The proposed legislation models a cooling standard off of the existing citywide heating standard, but the infrastructure that exists for heating and cooling is entirely different. While all buildings

[1] https://a816-dohbesp.nyc.gov/IndicatorPublic/data-features/heat-report/
[2] https://a816-dohbesp.nyc.gov/IndicatorPublic/data-explorer/housing-safety/?id=2185#display=summary

are required to have building-wide heating systems that ultimately landlords can control and monitor, the majority of NYC's older housing stock do not have existing building-wide cooling systems operated by the owner, leaving air conditioning window units or heat pumps to be controlled by tenants in the unit. Therefore, it is not appropriate for legislation to require a cooling temperature to be maintained by the landlord, as the landlord ultimately cannot control the operation of the unit or maintain the unit's temperature.

Critically, any legislation addressing this issue must propose a realistic solution for shouldering the associated capital and operating costs. An average in-window air conditioner costs between $300 and $400, a capital investment that is prohibitive for many low-income New Yorkers, and requires an electrical connection to run. Additionally, the current draft legislation provides no details about who would be responsible for the ongoing operating costs. Asking building owners to take on these additional costs, at a time when many owners of affordable housing are struggling to make ends meet due to growing costs and increasingly limited avenues for increasing revenue, could be financially devastating.

Fortunately, there is a template for an alternative financing option. As mentioned above, during the COVID public health emergency, the City allocated $55M for the purchase of 74,000 air conditioners which were distributed to low-income seniors for free[3]. Recognizing that cool homes provided relief from the heat while also maintaining social distancing, the City bought residents air conditioners that residents were then responsible for using in alignment with their electricity budgets. According to the New York City Environment and Health Data House Safety Survey, 2.645M households (91% of all households) have air conditioning, leaving only 9% without (approximately 260,000 households). Assuming an average price of $350 for each air window unit, a one-time allocation of $91M would cover the costs of purchasing air conditioner units for all households in need. While this is not a small ask, it would constitute less than 1% of the City's $100B budget and would free both owners and tenants from an additional cost. Given the neighborhood level data that exists, this also could be a good use of City Council discretionary funding. Regardless of the source, this investment seems appropriate given the emerging public health crisis related to climate change.

Once the air conditioner is installed, tenants should be responsible for covering additional electrical consumption, as they would be with the installation of any other appliance. For low-income tenants who would face financial hardship from increased electricity costs, the City should work to protect and expand programs like the federal Low Income Home Energy Assistance Program (LIHEAP) and the state's Home Energy Assistance Program (HEAP), which can help tenants access financial assistance to afford additional electricity costs.

[3] https://www.citylandnyc.org/mayor-announces-covid-19-heat-wave-plan-to-protect-elderly-and-vulnerable-new-yorkers/

Finally, we encourage the Council to do more to educate building owners about the option to convert to electric heat pumps when their heating systems reach the end of their useful life. These systems are able to provide both heating and cooling, and are a much more sustainable choice for the long-term health of the building, its residents, and our climate.

As a fifty year-old New York City-based community development finance institution focused on financing multifamily affordable housing, and currently administering the NYS Climate Friendly Homes Fund, among other climate resources, we stand at the ready to discuss appropriate and effective solutions to prepare New York City for negative impacts related to climate change. We applaud Councilmember Restler for his leadership on this important topic and look forward to the opportunity to continue this work together.

Thank you for the opportunity to provide testimony today, and please reach out to Erin Burns-Maine, SVP External Affairs (eburnsmaine@communityp.com) or Emily Klein, AVP Policy and Government Affairs (eklein@communityp.com) with any questions.

Community Preservation Corporation

About CPC

The Community Preservation Corporation (CPC) is a nonprofit affordable housing and community revitalization company that was formed in the early 1970s to help New York City and State restore and rebuild communities which were devastated by deterioration and abandonment. Today, CPC uses its unique expertise in housing finance and public policy to expand access to quality housing, drive down the costs of affordable housing production, advance diversity and equity within the affordable housing development industry, and address the effects of climate change in our communities through the financing of sustainable housing. Since our founding, CPC has invested over $14 billion to finance the creation and preservation of more than 225,000 units of housing through our lending and investing platforms. CPC is a permanent lending partner to the New York City Retirement Systems (NYCRS) and we are also an equity partner in the PACT Renaissance Collaborative, the team selected by NYCHA to renovate and preserve 16 NYCHA properties located in Manhattan. On behalf of New York State HCR, CPC is also administering the Climate Friendly Homes Program, a $250 million program to electrify 10,000 units of housing across the state in the next four years.

Most recently, CPC again answered the call to support our government partners in reinvesting in communities following the collapse of Signature Bank. Alongside partners Neighborhood Restore HDFC and Related Fund Management, CPC is leading Community Stabilization Partners (CSP), the manager of a joint venture partnership with the FDIC to manage the rent stabilized portion of now defunct Signature Bank's multifamily commercial real estate portfolio. CPC on behalf of CSP is now the servicer of record for 1,100 buildings encompassing approximately 35,000 units in New York City, the majority of which are rent stabilized. We understand the unique role that rent regulated housing plays in New York City, the distinct financial challenges facing its owners and operators in today's market, and its importance as a haven of affordability to its tenants. As a partner with the FDIC and servicer of the stabilized loan portfolio, CSP and CPC are proud to be preserving the long-term affordability as well as the physical quality and financial stability of these buildings.

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TESTIMONY OF THE LEGAL AID SOCIETY REGARDING TENANT HARASSMENT AND SAFETY BEFORE THE NEW YORK CITY COUNCIL COMMITTEE ON HOUSING AND BUILDINGS

November 12, 2024

Introduction

The Legal Aid Society thanks the New York City Council Committee on Housing and Buildings for holding this very important hearing. We welcome the opportunity to submit comments concerning the pieces of legislation scheduled to be discussed today.

Across the five boroughs, our attorneys regularly represent tenants and other lawful occupants in unlawful eviction (known as "illegal lockout") proceedings. We applaud the effort to provide speedy and effective means for occupants to get back in their homes after being illegally locked out and to increase the sanctions for landlords who commit unlawful evictions.

Unlawful evictions should be discouraged for several important reasons. Unlawful evictions circumvent legal protections designed to ensure fairness and protect tenants from arbitrary or retaliatory actions by landlords, leading to a breakdown of trust in the legal system. All tenants have the right to stay in their home unless they choose to leave or are evicted through a court process. Unlawful evictions often violate tenants' basic human rights and can lead to psychological and emotional distress for vulnerable populations. Further, unlawful evictions can have long-lasting effects on tenants' lives, making it challenging for them to recover and rebuild their lives.

Our recent experiences with illegal lockout proceedings highlight the deficiencies in the current legal framework for addressing unlawful evictions.

For example, the new owner of a small building in the Bronx evicted our client from her rented room in the building by boarding up her entrance door. Although the client had lived there since 2016, the owner tried to claim that the floor was vacant. The owner first attempted to evict her by putting boards over the doors a few times over the summer of 2023. In the fall, the owner started boarding up her door while she was inside the room. She called the police, but they did not help. She was told that it was a housing court matter. The client went to housing court to file an illegal lockout proceeding but filed an "HP" harassment proceeding by mistake.[1] When she returned from court, she found that her door was boarded shut, and she was locked out. She filed an illegal lockout proceeding shortly thereafter.

The client obtained counsel from The Legal Aid Society and prevailed after trial. But due to the court and the owner's counsel's schedules, the client did not obtain a judgment restoring her to possession until the end of July 2024, more than eight months after she filed the case and more than five months after the trial began. After experiencing difficulties enforcing the judgment, the client returned to the property to find that the owner had changed the layout of the floor, removing her access to the kitchen and bathroom and rendering her room uninhabitable.

Intro 621

Intro 621 amends the definition of harassment under the Housing Maintenance Code (§ 27-2004[a][48]) to include "any conduct in violation of section 26-521," which defines "unlawful

[1] In December 2023, the client received an order with a finding of harassment in the "HP" proceeding and called NYPD again. The police told her that they could not restore her to possession and that she would need a judgment and execution by the City marshal.

eviction." While there is overlap between the definition of harassment and the definition of unlawful eviction, we support the inclusion of the reference to NYC Administrative Code § 26-521 to ensure that unlawful evictions are also considered to be a form of harassment.

Additionally, Intro 621 modifies the criteria for inclusion in the Certificate of No Harassment Pilot Program (§ 27-2093.1) to add buildings where an owner has been found to have committed an unlawful eviction or has been the respondent in a proceeding brought pursuant to RPAPL §713(10). The Pilot Program subjects owners of buildings with a heightened risk of harassment to additional scrutiny to ensure that they do not profit from harassment and the resulting displacement. We support this amendment because owners who have committed unlawful evictions have demonstrated that they will resort to illegal means to displace tenants, and the Pilot Program is a useful check against the repetition of this unlawful conduct.

Intro 622

Intro 622 provides that a court may not deny relief, including restoration of possession, to a petitioner in a harassment proceeding brought pursuant to §27-2120 on the basis that 1) the petitioner is not a tenant (provided that the tenant is a lawful occupant) or 2) that restoration would be futile because of the likelihood that the petitioner would be evicted in the future (provided no judgment of possession has been entered). We support this amendment because courts should not validate landlords' unlawful failure to go through the required court process for eviction. A court that declines to restore a petitioner to possession for the reasons that Intro 622 would reward the

landlord for their illegal acts. This should not be countenanced. A self-help eviction is unlawful no matter how strong the landlord's claim for possession is.

Intro 623

Intro 623 seeks to amend § 26-523 to increase the civil penalty imposed upon a person found, to have, by means described in § 26-521(a)1-3, unlawfully evicted or attempted to unlawfully evict anyone who meets one of the categories provided under § 26-521(a) from the current penalty range of one thousand to ten thousand dollars to a range of five thousand to twenty thousand dollars for each violation of § 26-521. The daily penalty imposed for each day that the occupant is not restored to possession following a request to be restored will increase from one hundred dollars per day to one thousand dollars per day. Intro 623 will also prohibit building owners who engage in unlawful evictions from participating in any city subsidy, tax abatement, or tax exemption program for 5 years from the date of the unlawful eviction. Finally, it will offer a path to remove this bar by allowing offending persons to dedicate a portion of their building to affordable housing.

Accordingly, we support the increased penalty amount Intro 623 proposes. The penalties imposed upon bad actors should be meaningful so as to discourage such conduct. The current penalty amounts have been the same since the mid-1980s. A possible one thousand dollar fine for such harmful conduct is hardly a deterrent and signals to bad actors there is minimal risk.[2] Moreover, there is little chance that this legislation will conflict with state law. First, increasing the

[2] The Council should also consider including minimum statutory damages for unlawful eviction, as exists under the Housing Maintenance Code for harassment (NYC Admin. Code 27-2115(o)).

penalties allowed under NYC Admin. Code 26-253 will not conflict with RPAPL §768 on the grounds that such an increase would exceed the penalties State law imposes for the same conduct. The City has long penalized illegal evictions, well before New York State adopted such measures in 2019, and there is a rational relationship between increasing penalties and discouraging the harmful act of unlawfully evicting a household from their home. Finally, actions taken to prevent this kind of harm are well within the City's police powers to safeguard the well-being of its residents.

While we agree in principle that owners who engage in this unlawful practice should not benefit from any partnership with the City, we are concerned about the adverse consequences that would result from prohibiting an owner found to have unlawfully evicted or attempt to unlawfully evict an occupant of a dwelling unit owner from taking part in any subsidy program, tax abatement program or tax exemption program of the city of New York for a period of 60 months from the date of the unlawful eviction. As an initial matter, it is our experience that the bulk of bad actors in this regard are small owners whose buildings contain less than six residential units. Households who reside in this housing stock would not be eligible for rent subsidies such as SCRIE/DRIE since such a building is typically not subject to rent regulation. The same holds true for exemption/abatement programs such as J-51 and 421-a. Banning an owner from a program it is not eligible to participate in will miss the mark. Conversely, banning an owner who participates in City-administered tax abatement programs such as the aforementioned, could negatively affect tenants residing in those buildings. For example, tenants who participate in the DRIE/SCRIE program would be responsible for paying the legal regulated rent instead of the amount their rent obligation is frozen at. Also, in many instances units that are not subject to rent stabilization become subject to rent stabilization

solely due to the owner's participation in a program such as J-51 or 421-a. Terminating an owner's participation in these programs would arguably remove its unit from rent regulation and eliminate its tenant protections such as stabilized rent increases and continued occupancy. Finally, banning owners from participating in City subsidy programs like CityFHEPS would harm existing tenants with the subsidy, as they would be unable to afford their rent and be forced to move. Many CityFHEPS recipients live in small buildings, and they face extreme difficulties when searching for housing. So, we think that the negative consequences of Intro 623's proposed ban on City-program participation far outweigh any deterrent or punitive benefit and recommend that the bill be amended to remove or significantly modify it.

Intro 993

Intro 993 would require the NYPD to create patrol guide procedures for changing the locks to residential units when officers have probable cause to believe that a lawful occupant has been illegally locked out of the unit, so that the occupant can return to the unit. It also requires that, when locks are changed pursuant to these procedures, that NYPD make reasonable efforts to identify all lawful occupants of the unit and to provide a key to the occupants and the owner.

We support efforts to restore occupants who have been illegally locked out to their units swiftly and easily. Currently, filing and litigating an unlawful eviction proceeding takes substantial time and resources. As our Bronx client's case illustrates, an occupant may have to wait eight or more months before receiving a judicial decision restoring them to possession. In the meantime, they may be homeless or in an unsafe living situation, and they do not have access to their possessions.

However, we have concerns about granting the police discretion to change locks. For example, after an occupant is unlawfully evicted, the owner may rent the unit to another unsuspecting tenant. If the police were to change the locks in this instance, this would create a difficult and dangerous situation. Additionally, in our experience, police officers do not follow the current patrol guide procedures in response to reports of unlawful eviction, so we have doubts that they would follow any procedures instituted following this legislation in a way that would benefit locked-out occupants, either.

Intro 994

Intro 994 amends the Housing Maintenance Code to require, among other things, that building owners provide air conditioning/cooling that can maintain a maximum temperature of 78 degrees during a certain period or under certain conditions. We recognize that New York City is getting hotter each year, and these conditions are especially dangerous for the most vulnerable members of our community. Therefore, we support cooling requirements, but we want to ensure that the Council considers certain implications of these cooling requirements under state law.

The air conditioning costs will be passed on to tenants, and many tenants will not be able to afford them. For example, under the most recent Division of Housing and Community Renewal Supplement to Bulletin 84-4 regarding air conditioner installations, the annual surcharge for an air conditioner in a rent-stabilized apartment where electricity is included in the rent is $418.59 *per air*

conditioning unit.[3] Additionally, the law would in effect compel rent-stabilized tenants to consent to an "Individual Apartment Improvement" ("IAI") in the form of the installation of an air conditioning unit in their apartments.[4] If the tenant refused, the owner could claim that the tenant is responsible for the code violation. When the tenant consents, the owner is permitted to increase the legal regulated rent according to the statutory formula based on the cost of the air conditioning unit, which will result in a permanent rent increase.[5] In some cases, the installation of a building-wide air conditioning system could instead be considered a "Major Capital Improvement" ("MCI"), which does not require tenant consent and would also permit an increase to the legal regulated rent.[6] And outside of rent-regulated housing, owners will pass on as much of the cooling-related costs as they can.

Therefore, we recommend that the Council also 1) include subsidies and/or other energy benefits to defray these costs and 2) give tenants the option of "opting out" of the installation of air-conditioning units and, if they choose to have a unit installed, decide where it should be placed.

Finally, given that extreme hot and cold temperatures are likely to occur outside of normal historical patterns, we also recommend that the Council consider either removing the temporal

[3] https://hcr.ny.gov/system/files/documents/2024/09/operational-bulletin-84-4-supplement-1-annual-update-39.pdf
[4] *Id.* at 2 ("Where a brand new air conditioner is purchased and installed by the owner in a rent controlled or rent stabilized apartment, one-one hundred and sixty eighth (1/168th) of the cost of the new air conditioner in buildings that contain 35 or fewer housing accommodations or one-one hundred and eightieth (1/180th) of the cost in buildings that contain more than 35 housing accommodations, including any cost of installation, but excluding finance charges, if any, may be included in the base rent.").
[5] Where the apartment is vacant, the owner can make improvements and increase the rent for the next tenant.
[6] https://hcr.ny.gov/system/files/documents/2024/05/fact-sheet-24-10-2019.pdf.

restrictions for the provision of both heating and cooling or expanding the timeframe during which owners must provide either heating or cooling if outside temperatures reach a certain level.

Intro 1037, Res 119, and Res 246

We support this bill and these resolutions.

Conclusion

Thank you for the opportunity to submit testimony before the New York City Council Committee on Housing and Buildings. Please feel free to contact us to discuss our testimony at ewhenley@legal-aid.org and rrdesir@legal-aid.org.

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The Legal Aid Society

The Legal Aid Society (Legal Aid) is the nation's oldest and largest not-for-profit legal services organization. Legal Aid provides comprehensive legal services in all five boroughs of New York City for people who cannot afford to pay for private counsel. Since 1876, Legal Aid has advocated for low-income families and individuals and has fought for legal reform in City, State, and federal courts across a variety of civil, criminal and juvenile rights matters. Legal Aid takes nearly 200,000 cases annually, including thousands of cases in which we fight for the rights of tenants in regulated and unregulated apartments across the city. Legal Aid also takes on law reform and appellate cases, the results of which benefit more than 1.7 million low-income New Yorkers; the landmark rulings in many of these cases have a state-wide and national impact.

Regarding Int. 994-2024: Requiring Cooled and Dehumidified Air in Tenant-Occupied Dwellings

Testimony of Bomee Jung and Marc Zuluaga, PE Co-Founders of Cadence OneFive, Submitted to NYC Council Committee on Housing and Buildings

Chair Sanchez and members of the Committee on Housing and Buildings, thank you for the opportunity to submit this testimony. We applaud the intent to address the life-safety risk of high heat in NYC; however, significant revisions are required to bring Intro 994 into alignment with the City's decarbonization goals.

We are the co-founders of Cadence OneFive, which provides software to help multifamily buildings make climate-responsive retrofits. Our software powers the ConEd Multifamily Energy Efficiency Program and Affordable Multifamily Energy Efficiency Program; New York State's Climate Friendly Homes Fund; and NYC HPD's 321Go! Program helping affordable housing meet LL97 requirements. We serve primarily, though not exclusively, multifamily affordable housing.

Prior to founding Cadence OneFive, Bomee Jung, CEO, served as the inaugural Vice President for Energy and Sustainability at the New York City Housing Authority (NYCHA), where she established the initiatives to protect residents from extreme heat, including the development of NYCHA's 2019 extreme heat plan, "Sheltering Seniors from Extreme Heat." This report described two cooling-oriented precursors to the Clean Heat for All program, which provides both heating and cooling with window-installed heat pumps. Chief Revenue Office Marc Zuluaga was formerly the CEO of Steven Winter Associates, one of New York City's most respected energy consulting firms and a long-time partner to the City (most recently as the co-chair of the LL97 technical advisory committee) in its climate policy leadership.

At Cadence OneFive, we strongly believe that extreme heat is a critical climate threat that demands action. We equally strongly believe that such action must serve two essential purposes: first, to protect those who are most vulnerable to heat-related illness and death, and second, to accelerate the transformation of our building stock to address both climate mitigation and adaptation needs.

While we commend the Council's attention to this crucial issue, we believe Int. 994 as currently drafted must be strengthened to better serve these dual purposes. We offer the following recommendations:

1. Prioritize life safety for vulnerable populations

Public health experts tell us that the life-safety risk that extreme heat presents depends on the underlying vulnerability of the residents. Seniors, infants, and those who work in outdoor environments like construction workers are most vulnerable to high heat at home, for example.

The bill as it currently stands imposes a high administrative burden on all rental building owners/lessors, but doesn't prioritize the protection of those who are most vulnerable.

1. Require DOHMH to identify the specific vulnerable populations (seniors, infants, outdoor workers, and those with life-sustaining equipment, for example) as a **Phase 1 vulnerable population**.
2. For non-central AC buildings, require that landlords distribute an **AC survey** in tandem with the annual window guards & lead survey forms (Local Law 57) starting 12 months following enactment (vs 2 years). The AC survey should ask whether there are residents in the home who meet the definition of the Phase 1 populations AND do not have cooling in their bedroom.
3. Provision within 24 months of the enactment (vs 4 years) **1 AC per apartment** for those who respond to the survey (and are verified) that they meet the definition of the Phase 1 vulnerable population and do not have an AC.

2. Align with LL97 by triggering cooling requirements at time of heating system replacement

Local Law 97 stands as one of the most significant climate initiatives by any city globally. Having landlords of older buildings (those without central AC) install one class of cooling equipment (window AC units) in every room across New York City to address immediate cooling needs could seriously impede building electrification efforts to meet LL97. Attention and resources that should go to decarbonization, electrification, and demand management could be captured instead by an effort to provide window AC to the ~10% of residents who lack AC. This would be a bad bargain for 100% of residents.

Instead, this is a unique opportunity to align extreme heat protection with our emissions reduction goals. By thoughtfully coordinating Int. 994's implementation with LL97's requirements, we can help building owners make strategic investments that simultaneously address both heating and cooling.

1. For non-central AC buildings, require provision of cooling **at time of heating system replacement** to better align with building capital cycles and give manufacturers more time to develop a range of high performance solutions and financing strategies for owners.
2. Clarify that the intent of the bill is not to require landlords to provide window ACs, except for the phase 1 vulnerable populations.
3. Direct the Department of Buildings to define a hardship exception or deferment

3. Address Energy Cost Burden and Equity

The bill currently focuses on equipment provision without addressing operational costs, which could create an unfunded mandate for low-income tenants.

1. For any AC provided under this mandate, **NYCHA should adopt a board resolution** exempting the NYCHA residents from paying an AC surcharge. NYCHA's Sustainability

Department and HUD Region II commissioned a review in 2018 of HUD policies that demonstrated the correct regulatory pathway for exempting NYCHA-sponsored cooling initiatives from the AC surcharge.
2. Although not an area for legislative action, the City should continue to undertake to coordinate AC provision for vulnerable populations with utility subsidy/rate programs for operating costs.

4. Prevent overcooling: Include provisions for both maximum and minimum temperature guidance

Overheating is an insidious and pervasive problem in New York City multifamily buildings with real, if not widely publicized, health effects. We understand that the intent of the bill is the provision of equipment capable of maintaining the target temperature; however, as a corollary to the heating season temperature law, it is subject to the same over-shooting, attendant energy waste and cost increases as the heating season requirements.

The current text requires landlords of centrally AC buildings to maintain a target temperature. Landlords are likely to resort to locking out central cooling thermostats at a temperature lower than the target temperature to eliminate the risk of non-compliance. This would take control of thermal comfort away from residents and likely result in over-cooling.

1. For central AC buildings, require that systems be capable of maintaining temperature within a cooling range of 76-82 degrees, or a temperature range set by DOHMH
2. For central AC buildings, require landlords to maintain a complaint response system for AC malfunctions that prevent the temperature in the bedroom from reaching the mandated cooling range

5. Improve Technical Requirements

1. Evaluate the 4°F delta between indoor and outdoor temperatures and consider the relationship between equipment sizing and humidity control. At such a low difference in temperature, the equipment will be oversized and cycle often, which will impede humidity removal.
2. Revise language regarding humidity targets for non-central AC. Nearly all of the cooling equipment available today is controlled based on room temperature, not humidity, and most of the more sophisticated heat pump options coming to market control based on temperature as well.
3. Require correct sizing for cooling load and Energy Star labeled equipment. Not only does oversized equipment result in poor control of humidity and lower levels of comfort, it draws more power from the grid.
4. Re-scope the number of AC units to occupied bedrooms rather than every habitable room (which includes living rooms, kitchens and baths). This emphasizes the clear focus on life-safety.

Conclusion

New York City has a unique opportunity to establish itself as a global leader in addressing urban extreme heat challenges. We recommend transforming Int. 994 into a foundation for a comprehensive 10-year initiative that could serve as a city-scale testbed for climate adaptation. By taking an ecosystem approach that combines health equity, grid modernization, and technological innovation, we can protect our most vulnerable residents while advancing our broader climate goals. This would mean developing grid-interactive efficient buildings that can respond dynamically to both occupant needs and grid conditions, accelerating the commercialization of next-generation cooling technologies, and creating innovative financing mechanisms to make these solutions accessible to all. The stakes are too high and the opportunity too significant to take a narrow approach. With thoughtful modifications to Int. 994, New York City can create a model program that other cities worldwide can follow – one that simultaneously protects public health, advances building decarbonization, and ensures that the benefits of climate adaptation reach those who need them most.

Thank you for the opportunity to testify.

November 12, 2024

Testimony of
Nick E. Smith,
Executive Director of Communities Resist
Former First Deputy Public Advocate

Good morning Chair Sanchez and Members of the Committee. I'm Nick E. Smith, former First Deputy Public Advocate and new Executive Director of Communities Resist, a community-based housing rights law firm and organizing group that represents low-income tenants facing bad actor landlords. We were founded in 2019. In 2024, I was brought on board to expand operations citywide. We currently work with many of you in your district offices, offering housing clinics and legal representation to New Yorkers in need.

I want to begin by thanking the Committee on Housing and Buildings for hosting this hearing - it's great to be back. I understand the difficult task this committee has in improving the lives of over 8 million residents, the vast majority of whom are renters. We continue to see some bad actor landlords taking advantage of every available loophole to force tenants out and charge outrageous market rents that aren't affordable to those in our neighborhoods. I'm pleased to see today's set of bills, including those expanding the definition of tenant harassment - which I previously helped accomplish during my tenure as lead staff member for this very Committee from 2014-2017.

I want to briefly comment on a couple of these proposals, and call on the Council to adopt them all.

Intro 1037

On Intro 1037, as LD to then Council Member Williams, I pitched and tried to pass a version of the bill ten years ago, in 2014, and the most recent version was Intro 585.

The last set of negotiations occurred in the last few years, and we had gotten the previous administration to agree with the substance of the signage/posting. I wish we had gotten it done, and glad you are leading the charge. I want to point out that some argued it would be difficult to enforce the signage requirement, as some said it's difficult to ascertain what buildings have rent regulated units.

New York State HCR has a public form where residents can find out if their unit is stabilized, controlled and what the legal rent is. Just go to Complete the form below if you are a tenant and are interested in obtaining information concerning an “Apartment Rent History” or “Am I Rent Stabilized.” A response will be mailed to the subject apartment within approximately 20 business days. (ny.gov)

The language of the page says "Complete the form below if you are a tenant and are interested in obtaining information concerning an “Apartment Rent History” or “Am I Rent Stabilized.” A response will be mailed to the subject apartment within approximately 20 business days."

Passing this legislation to require the building’s owner to post signage in the common area will only make it easier for tenants to inquire if their unit is rent-stabilized.

Intros 621, 622, 623, and 993

These bills will extend harassment protections and provide important access to justice to New Yorkers who have been illegally evicted from their homes. For too long New Yorkers subject to illegal evictions have been turned away from housing court by judges who refuse to restore lawful occupants to their homes. This allows bad-acting landlords to exploit loopholes in the law by illegally evicting lawful occupants without any fear of real consequence. These bills create a well reasoned mechanism to close these loopholes and protect vulnerable New Yorkers from being tossed out into the street.

Intro 661 would hold landlords who illegally evict New Yorkers to account by making unlawful evictions an explicit act of harassment under the law. Intro 662 clarifies to housing court judges that lawful occupants cannot be denied justice and, absent an eviction proceeding, must be restored to their homes when they’ve been illegally evicted. Intro 623 creates substantial deterrents to landlords who seek to subvert the law by illegally evicting tenants. Intro 993 allows those who have been subject to illegal eviction to reenter the premises with help from the NYPD. We urge the City Council to pass these important protections immediately.

Intro 994

994: Lastly, Intro 994, Cool Homes for All, would significantly help tenants who lack access to a functioning a/c unit. Extreme heat has only gotten worse each summer and shows no sign of improvement. In fact, over 350 New Yorkers die from extreme heat each year. That number will continue increasing, with the most significant impact in marginalized communities.

Passing this bill will eliminate barriers in marginalized communities and help our most vulnerable tenants. No one’s health should be jeopardized due to extreme heat and lack of cooling systems.

Thank you to Chair Sanchez and Members of the Committee for your time and for allowing me to submit testimony in support of these bills. I look forward to their passage.

Whitney Hu
Director of Civic Engagement & Research, Churches United for Fair Housing
Email: whu@cuffh.org

Date: *Tuesday, November 12, 2024*

Subject: *Testimony in Support of the Illegal Evictions Act (Intros 0621, 0622, 0623, 0993, & Reso 0246) and* ***Cool Homes for All*** *(Intro 994)*

Good morning, my name is Whitney Hu, and I'm the Director of Civic Engagement and Research for Churches United for Fair Housing. At CUFFH, we represent over 25,000 members through our 40 church partners in Brooklyn and Queens and we provide affordable housing services citywide. I'm here today on behalf of the tenants we serve to express strong support for the Illegal Evictions Act and Cool Homes for All.

These bills share a common goal: ensuring all New Yorkers have access to safe, stable, and dignified housing. Unlawful evictions and extreme heat-related deaths disproportionately impact Black, brown, and low-income communities, exposing systemic inequities. When landlords illegally lock out tenants, they strip away basic housing rights, often forcing people into homelessness. Similarly, tenants without access to cooling during deadly heat waves face unlivable and life-threatening conditions including death.

Both legislative packages address these failures by holding landlords accountable and protecting tenants' rights. The Illegal Evictions Act strengthens enforcement, provides immediate remedies, and imposes significant penalties on violators. It sends a clear message: housing is a human right, and no landlord is above the law. Cool Homes for All ensures tenants' safety year-round by requiring landlords to provide cooling devices, extending protections already in place for winter heating. By requiring landlords to provide cooling devices, this legislation ensures tenants can live in homes that are safe year-round—not just during the winter when heating laws apply. Both proposals protect tenants from neglect and abuse while creating clear, enforceable standards for property owners.

Taken together, these bills reinforce the city's commitment to treating housing as a right, not a privilege. They both address immediate harms while laying the groundwork for a more equitable, just housing system in New York City. I urge the Council to pass these measures and prioritize the safety and dignity of all New Yorkers. Thank you.

Testimony Nov 12th 2024 Commitee on Housing and buildings
Irene Metaxatos RENT STABILIZED TENANT

I am a long time rent-stabilized tenant in the east village. I wholeheartedly support any and all bills that really support tenants from predatory landlords. There is a desperate need for stronger legislation to stop landlords from being able to carry through baseless evictions and continue to harrass all tenants both rent stabilized and market rate tenants.

My landlord **Mark Scharfman** owns roughly 140 rent-stabilized buildings in this city. Sharfman bought my building in 2005, then tried to evict me in 2007, in 2015 and just last year in 2023. They usually slapped their fraudulant notices on my door before or during holidays, then adjourn and adjourn court dates to be as diruptive as possible.

I am currently waiting for a housing court judge's decision on eviction proceedings brought against me in November of 2023. From March 2023, my apartment was unlivable due to repeated sewage floods from an improperly plumbed Frankensteined duplex apartment. This effected all the apts in my line eventually because the landlord chose not to address it for 5 months. We had to call the fire department multiple times, because Beachlane management ignored our calls and emails during the flooding, and to address conditions that lasted for months afterwards. Imagine sewage coming up into your sink and bathtub, coming down through light fixtures, shorting electricity, making holes in my ceiling, streaming down the walls of my kitchen and bath, and not stopping. I was left alone with these conditions for months and months, the landlord did not address the source of the sewage flood and ignored tenants calls for help. Calling HPD, DOB, and DHCR did not force the landlord to address the problem sooner. That slick duplex apartment was created from 2 rent stabilized apartment, but had mickey mouse plumbing. Multiple DOB violations existed in the building, yet tenants were in this on their own left with sewage soaked floors and walls, and black mold that followed. 2 tenants left the building. I was faced the eviction proceeding. No surprise since this is Sharfman MO.

In 2007 I was served an eviction notice on Christmas day based on false claims of non payment. In 2008 the ceiling in my kitchen and bedroom collapsed a week apart. Scharfman used contruction to harass me. Again in 2012-2013 dangerous conditions persisted during constuction thoughout the building. I filed decreased services and hazardous condition with DHCR. Sharfman tried to overturn DHCR findings of

negligence in my building, and counter sued in supreme court in 2014. They lost. In 2015 I was served a 3-day notice by the landlord for non-payment. In 2017 DHCR awarded me treble-damages for rent overcharges by the landlord.

I used city agencies to file this and that, and it did help, but I then tried filing harassment twice, I was told by city agencies that a pattern of harassment had to exist. The pattern exists, it's beyond obvious, but the burden of proof is on me, yet all of these city agencies have the records. I am continuously subjected to the ease with which an aggresive greedy and known predatory landlord can persist with fraudulant claims and avoid any consequences.

With a middle class job I don't qualify for council. I faced Sharfman's laywers in housing court on my own, I then used small claims court to get rent abatements which was an incredibly stressfull situation. I could not afford a lawyer then, and only for this current 2023 case was I able to retain legal services through my employee benefits. I wonder if this city will let Sharfman escape with just a slap on the wrist again?

I have been persistently harassed, lost work, was placed in dangerous and unhealthy conditions; ceiling collapses, pipes bursting, construction debris everywhere, repeated sewage floods, vermin and black mold. I was verbally threatened by the building manager. My apartment was broken into without my permission and the door left open. Due to the landlords negligence to address the dangerous conditions I had to sleep on friends couches, shower where I could and even check into a hotel to sleep and work, all very costly in time and money and my mental health.

To date all the landlords past claims were found baseless in court. Yet they were able to continue their campaign to try to force me out of my rent stabilized apt, using false claims again to continue to harass me. Why is the city allowing this to happen to tenants? We need stronger legislation to prevent greedy landlords like Sharfman who work a weak system to get what they want. Maybe landlords should have a limit to how many times they can try to evict a tenant within a 5 year period.

I worry what loopholes will exist in these new proposals that benefit landlords over tenants. I am paying for multiple MCI improvements made, that mostly did not improve living conditions but made Sharfman that much more wealthy.

Members of the committee,

I stand before you today to express my strong opposition to Int 0994-2024, which set a maximum temperature and a 50% humidity level in New York City during the summer months. While the intent behind this proposal may be well-intentioned, it poses significant challenges and drawbacks.

Financial Burden

- Increased energy consumption would drive up cost

Environmental Concerns

- Increased carbon emissions

Lack of City Infrastructure & Building Infrastructure

- Strain on city's infrastructure, leading to more power outages
- Would be very difficult, if not feasible at all, to accomplish with older buildings, which much of NYC buildings are

Risks

- High humidity runs the risk of creating an environment suspectable to mold, which poses an even greater health hazard.

Lack of Enforcement

- A property owner cannot force tenants to turn on the air-conditioner.

Thank you,

Joanna Wong

Thank you to Chair Sanchez and other council members on the Housing and Buildings Committee, for the opportunity to submit testimony. My name is Vernon Jones. I am a member of Neighbors Together. I have been active as an advocate for equality and fundamental fairness in housing since 2017. 99.9% of my vocal energy is dedicated to fairness and availability, in CityFHEPS Vouchers, 2010e Supportive Housing, and Emergency Housing Vouchers. These particular vouchers represent a demographic of society whose housing concerns are mostly ignored. As such, I would like to give my voice, support and energy to the "STOP THE ILLEGAL EVICTIONS ACT" bills.

In 2018 I found what I thought was long-term housing. But in June 2024 the owner of the building, who is also the landlord, let me know that he was gutting and renovating the building, so all the tenants would have to move.The owner hired a management company to facilitate the moving out of the tenants.They immediately changed the locks on the front gate, broke into two tenants' living spaces, cleared out the rooms, changed both their locks and locked them out of the building.

Both went to housing court to challenge the illegal eviction but struggled to prove their proof of tenancy. Their rental agreement was month to month, with no lease agreement. One tenant won his housing court case, and the other tenant lost. Unfortunately, even with the court order along with a police escort, he was not giving access to his apartment. They both now sleep in their cars.

Then a 30-day notice was posted on my apartment door. Even though I've lived there for 6 years and the current law allowing my move out notice was to be 90 days, the landlord still insisted on a 30-day notice.

When I went to housing court to bring the owner/landlord up-to-date with the new eviction laws, I was told by the court clerk that I could not file an illegal eviction motion until the 30 days had passed. A relative offered me an opportunity to move into their house so I took it. Had I not, it's my belief that I would have been illegally locked out myself.
Had all of these bills been in law it would have empowered myself and the other tenants to fight and stand firm against illegal evictions.

To have a building owner/landlord and management company break every single rule of eviction with absolutely no consequences, no fear and no accountability is frightening. And for me and the other two tenants who sought out judicial resolution, only to end up in the exact same position, it's mentally deflating to say the least. This was a new experience for me but mostly an old problem for thousands of New Yorkers.

In sum, had these bills been law, stronger options for tenants would have existed, and landlords would be less likely to risk illegally evicting their tenants. These bills need immediate passage and enforcement regardless of the funding it requires.

Thank you for your time, and listeners' ear. My concluding statement is that "STOP THE ILLEGAL EVICTION ACT" IS A MUST, so others will have the safety rails to lean on and rely on if illegal eviction becomes a sudden issue in their lives.

[redacted]

From: New York City Council <no-reply@council.nyc.gov>
Sent: Wednesday, November 6, 2024 3:26 PM
To: Testimony
Subject: [EXTERNAL] Tue, Nov 12 @ 10:00 AM - Committee on Housing and Buildings
Attachments: OUTDOOR-DINING-_241106_152306.pdf

[redacted]

Attendee will be: Testifying in-person
Attendee IP: [redacted]
Attendee name (Zoom name): [redacted] Attendee email (Zoom account): [redacted]
Hearing: Tue, Nov 12 @ 10:00 AM - Committee on Housing and Buildings Subject of testimony: REMOVAL OF OUTDOOR DINING CAUSING FINANCIAL HARDSHIP TO NUMEROUS FOOD SERVICE EMPLOYEES PRIOR TO THE HOLIDAYS
Organization: Self
Organization if "Other":
Accommodations: None

If a testimony was uploaded, it will be in the attachments.

https://queensledger.com/2024/05/02/nicks-bistro-fights-to-community-rallies-to-preserve-outdoor-dining-oasis-amidst-city-mandate/

November 12, 2024, Comments to Council Committee on Housing and Buildings

Local Law Intros: 0621, 0622, 0623, 0993, 0994, 1037 and Resolutions: 0119, 0246

These legal initiatives, if passed and sufficiently enforced, will certainly improve housing conditions and rights for many people living in New York City apartments. https://www.amny.com/news/she-just-loves-her-lovi-dovi/

However, all tenants and lawful occupants will not be protected. Excerpted from my ongoing distressing experience, the attached documents illustrate how predatory developers can coerce, displace, harass, misuse the court process, and evict people like me. I am now a senior citizen without sufficient finances to buy adequate legal representation to defend and protect myself. I will be evicted from my Temporary Relocation Apartment on January 31, 2025, and homeless.

While under HPD supervision, assigned sponsor developer UHAB promoted substantive safety and housing code violations while refusing to process corrective actions made by the tenants towards removing a DOB vacate order for half of the apartments.

13.05.30 Vacate Order posted on my apartment door 5C, 544 E 13 St, New York, NY 10009

14.04.10 email to UHAB with Parapet Repair Documents needed to remove DOB violation

15.07.22 UHAB "Graveyard Trust" ultimatum memo, under false pretenses forcing a Temporary Relocation Apartment partnership with profit developers BFC Partners and B&N Housing

15.09.04 Temporary Apartment Relocation Agreement - UHAB blocked my return to my apartment 5C and secretly gave it to wealthy actress Rosario Dawson's uncle Nicholas Scott, while he was residing as owner of a house at 5923 Southville Street, Houston, TX 77033-1836

20.02.12 Affidavit to Mayor's Office to contradict UHAB false claims against me

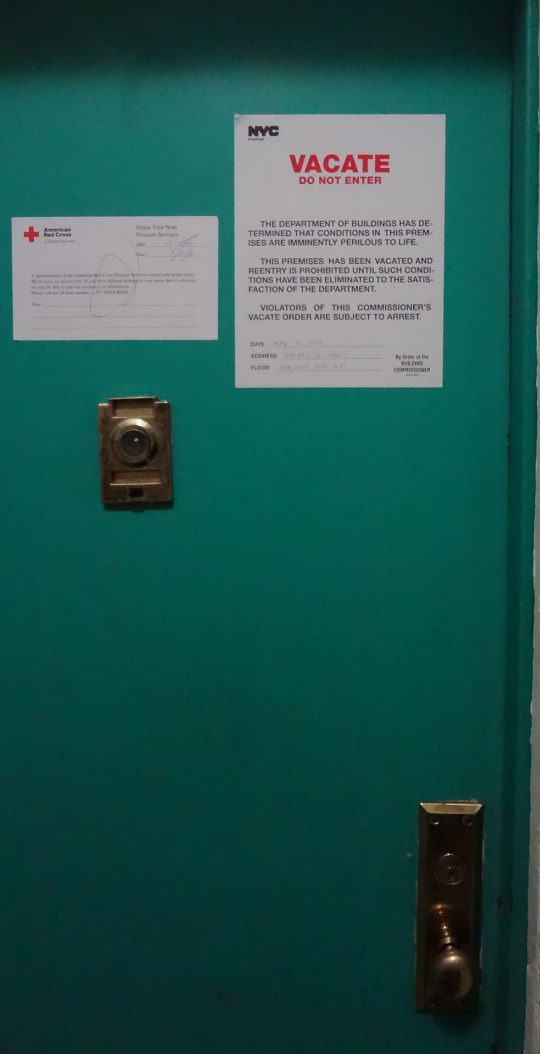
21.05.03 email to B&N Housing - Underwood Decision v UHAB - Housing Options

23.11.01 Comments to New York City Council Committee on Oversight and Investigations Meeting regarding the "Oversight - Mayor's Management Report: Agency Performance in Delivering Housing and Services - HPD". Comments with documents are also posted on the Council website at 2. Hearing Testimony https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=6379859&GUID=2AF2C863-1483-4E45-B52D-1507FA5F24BB&Options=&Search=

19.05.16 Contract of Sale, aka Nominee Agreement, Exhibit A, Index No. 161908/2019

The proposed COPA and TOPA bills need transparency requirements to strengthened certain resident protections Non profit and for profit developers must be required to disclose all information that is relevant to the public interest to all stakeholders. For TOPA loophole example, see top of page 9. https://www.nysenate.gov/legislation/bills/2021/S3157

Sincerely Annie Wilson Co-Founder 544 E 13 St TA/HDFC


American Red Cross
Home Visit Note
Disaster Services
DR#
Time
NYC
VACATE
DO NOT ENTER
THE DEPARTMENT OF BUILDINGS HAS DETERMINED THAT CONDITIONS IN THIS PREMISES ARE IMMINENTLY PERILOUS TO LIFE.
THIS PREMISES HAS BEEN VACATED AND REENTRY IS PROHIBITED UNTIL SUCH CONDITIONS HAVE BEEN ELIMINATED TO THE SATISFACTION OF THE DEPARTMENT.
VIOLATORS OF THIS COMMISSIONER'S VACATE ORDER ARE SUBJECT TO ARREST.
DATE
ADDRESS
FLOOR
By Order of the
BUILDING
COMMISSIONER

544 parapet repair docs. and meeting date

From: annie wilson (wilson888@verizon.net)

To: metalios@uhab.org; janet@nash.com; adhouseoforiginals@hotmail.com; jeromecooperdrums@yahoo.com

Date: Thursday, April 10, 2014 at 03:47 PM EDT

Marina

I have received your letter and prefer to attend a meeting on the 30th at GOLES.

Regarding the parapet repair and violation correction I have attached photos and a copy of the contract for the repair.

To be continued.

Sincerely

Annie

1.212.388.9780

544 before parapet repair .JPG
826kB

2013.11.02 544 Contract for parapet repair.JPG
136.9kB

544 parapet repair right side.JPG
797.9kB

544 parapet repair left side.JPG
979.7kB

544 parapet repair left and right sides.jpg
413.9kB

To: 544 E13th St
Date: 7/22/15
Fr: UHAB
On: follow up to 7/14/15 meeting

Thank you for your time on Tues 7/14. As we explained that evening, UHAB wants a co-op conversion plan which achieves three objectives:

1--provides a sound and enduring renovation
2--has affordable maintenances for the residents
3—program that provides for the longest term of affordability

In our analysis, a plan using the IZ program achieves these outcomes better than any option we have reviewed. We also know the IZ program presents problems for Councilwoman Mendez, who has made affordable housing a major focus of her work. HPD requested that we have a follow-up meeting with HPD and the Councilwoman and this memo is written to update you.

At the meeting we reviewed with the Councilwoman the options we have researched and which we discussed with you on 7/14/15; specifically: 1) Article XI and IZ, 2) J-51 and IZ, and 3) Article XI and PLP.

IZ Models

We know that the renovation scope, regardless of the financing sources, must satisfy different parts of NYC: HPD's "Building and Land Development Services (BLDS)" to get HPD funding; OMB to allow HPD to fund, FDNY to lift the vacate and all DOB requirements. Both the models using IZ (with Art XI or with J-51) meet NYC's standard and the three objectives as well. The renovation using IZ is a near-gut renovation that also incorporates Enterprise Green Communities green features. The IZ program brings in over $3 Million dollars to your building which would need to be made up in any other model. The maintenances we project using IZ are estimated at $600-700 for a 1BR. Eligible residents will be able to receive Section 8 subsidy.

PLP Models

We also assessed the option of not using the IZ program and instead tapping alternate funding through HPD's "Participation Loan Program" or "PLP". That model included:

- Renovations at the scope level of IZ
- HPD subsidy of $90,000/unit
- the full Article XI tax abatement from the NYC Council

- possibly an additional $40,000/du from Councilwoman Mendez
- a private loan of about $275,000/du to replace the funds that would otherwise be provided by the developer under the IZ model.

Using PLP in this way would create maintenances of estimated $1800 for a 1BR. That is too high a maintenance for UHAB standard ($600-$700) and the HPD Section 8 Standard/Cap ($1,300).

If we reduce the scope below the IZ level, and exclude the green building aspects, interior work to units and focus only on bringing the building up to code, we could reduce the private loan needed with the PLP model. Doing that would reduce the maintenances we project to an estimated $1500 for a 1BR. That is still too high in UHAB's opinion. It also leaves the building under-renovated which presents problems for UHAB and for HPD because more money will be needed in the near future to complete the renovation.

We had a thorough discussion with the Councilwoman about the options and explained why the IZ model is preferred as the current available option that will achieve the objects. Mendez has significant concerns about the IZ program in general and those concerns remain. However, she also understood the points made about affordability and rehabilitation level possible through IZ which will address the substantial renovations needed at these buildings.

Our plan is to move forward with IZ and the J-51 tax abatement for you. We will shortly get you the Relocation Agreement for signing. We will need the Agreement signed inAugust for a closing in September so we can begin construction in October. With this development plan in place HPD will be able to remove your building from the "Graveyard Trust" and stop the threat of foreclosure.

Some of you mentioned you may have other ideas you would like explored. If you have an alternative proposal, we can discuss it if it:
-provides the enduring renovation at affordable maintenances
-can satisfy HPD, the FDNY and DOB
-can be implemented to meet the foreclosure timeline
Any proposal should be in writing so we can share and review it together.

Sincerely,

--Marina and UHAB

Urban Homesteading Assistance Board
120 Wall Street
New York, NY 10005
PHONE: (212) 479-3300

TEMPORARY APARTMENT RELOCATION AGREEMENT

AGREEMENT MADE by and between **UHAB Housing Development Fund Corporation (UHAB HDFC)**, a New York State, not-for-profit, Private Finance Housing Law, 501(c)3, with offices at **120 Wall Street, 20th Floor New York, NY**, hereinafter referred to as "Owner," and Annie Wilson Miquet, and the undersigned occupant of the building located at **544-46 East 13th Street** (the "Building"), hereinafter referred to as "Occupant" and B&N Housing LLC with offices at 150 Myrtle Avenue, Suite 2, Brooklyn, NY 11201, hereinafter referred to as "Developer". Hereinafter, Owner, Occupant, and Developer shall collectively be referred to as "the parties".

WHEREAS, Occupant resides in Apartment 5C at **544-46 East 13th Street** ("Current Primary Residence", after renovation will be the "New Primary Residence") and the Owner and Developer are working towards the rehabilitation of the Building;

WHEREAS, Owner, as a part of the redevelopment process, has identified certain work that is necessary for the improvement of the building and health and safety of its occupants, which can only be performed expeditiously and cost effectively once Occupant has been relocated ("Rehabilitation Work");

WHEREAS, Owner has designated Developer as the party responsible for performing the Rehabilitation Work;

WHEREAS, Occupant has agreed to temporarily relocate to facilitate and expedite the Rehabilitation Work,

NOW, THEREFORE, the parties agree as follow:

1. Occupant has agreed to temporarily re-locate to a suitable temporary apartment ("Temporary Relocation Apartment"), and pay a monthly rent as outlined in **Exhibit E**. Occupant will be provided with the Temporary Relocation Apartment for the safety and comfort of Occupant while the Rehabilitation Work takes place. The Temporary Relocation Apartment will be suitable to Occupant's current household size, not to be any larger than the Current Primary Residence. For the purposes of this Temporary Relocation Agreement only, Occupant understands that if their Current Primary Residence has an excessive number of bedrooms relative to Occupant's household size, Occupant may be provided with a Temporary Relocation Apartment with a smaller bedroom count suitable to Occupant's household size. Owner will work with Occupant to locate a Temporary Relocation Apartment of suitable geographic location within the area of Current Primary Residence, or outside the area of Current Primary Residence if Occupant approves. Occupant will occupy the Temporary Relocation Apartment pursuant to the attached License Agreement with the owner of the building where the Temporary Relocation Apartment is located.

   Occupant agrees that he/she is responsible for packing all personal possessions for the move into Temporary Relocation Apartment and that he/she will move and fully vacate current premises within 30 days of receiving the **Temporary Relocation Move Notice** (attached herein as **Exhibit B**) unless otherwise extended by express consent of UHAB HDFC and/or Developer prior to the expiration of the 30 day period. Such consent shall not be unreasonably withheld. Developer will be responsible for the overall moving of all furniture and packed, boxed and otherwise packaged personal belongings, including the costs of moving. Occupant is personally responsible for moving any valuable and sentimental items to Temporary Relocation Apartment.

2. If the Occupant chooses to 'self-relocate', this choice must be made by the Occupant, in writing to Owner, no later than 5 days following receipt of the **Temporary Relocation Move Notice**, unless otherwise extended by express consent of Developer prior to the expiration of the 5 day period. Notice shall include Temporary Relocation Apartment address for contact purposes.

3. If the Occupant chooses to 'self-relocate' without a signed occupancy lease or License Agreement, Occupant forfeits Developer's responsibility for all relocation related expenses, including but not limited to; rent, the overall moving of furniture, boxed and otherwise packaged personal belongings, including the costs of moving.

4. Occupant will be allowed to move back into Apartment _____ at the Building once the Rehabilitation Work is completed and the New Primary Residence is habitable and ready for occupancy. The Rehabilitation Work shall be completed in approximately 24 months from the date of this Temporary Relocation Agreement. Occupant agrees that he/she will relocate back to New Primary Residence at the Building within 30 days of receiving the **Return Move Notice** (attached herein as **Exhibit C**). Upon written request, the Occupant shall be entitled to one thirty (30) day extension of the closing and moving dates set forth above, but only if such newly extended closing and moving dates are no more than 30 days from the date of this notice and such request is made in writing to UHAB HDFC and/or B&N Housing LLC.In preparation for moving back to New Primary Residence, Occupant agrees that he/she will again be responsible for packing all his/her personal possessions. Developer will be responsible for moving Occupant's belongings into the New Primary Residence at the Building, including the costs of moving. Occupant is personally responsible for moving any valuable and sentimental items to New Primary Residence.

5. Occupant acknowledges that failure to materially comply with their License Agreement in the Temporary Relocation Apartment, including non-payment of License Fee (defined in License Agreement), will result in housing court proceeding against Occupant to evict Occupant from Temporary Relocation Apartment and the New Primary Residence.

6. Occupant agrees to pay for any assessed damages done to Temporary Relocation Apartment by Occupant, if any,

other than ordinary wear and tear within 30 days of assessment.

7. Provided the New Primary Residence is habitable and ready for occupancy, Owner and/or Developer will notify Occupant that he/she has 30 days' to move into the New Primary Residence. If Occupant fails to be prepared to move into New Primary Residence within the 30 day period of notice that New Primary Residence is habitable and ready for occupancy, housing court proceedings may be commenced to evict Occupant from the Temporary Relocation Apartment, unless Developer and Occupant otherwise agreed in writing to an alternate arrangement. If the Occupant does not sign a purchase agreement and/or pre-close on the purchase of the New Primary Residence pursuant to the purchasing procedure as described in the cooperative information package and prior to taking occupancy of Apartment 5C or 6AB at **544 East 13th Street**, Occupant must execute a rent stabilized lease for the apartment, which shall be forwarded by UHAB under a separate letter, at least 30 days prior to the move in date.

8. Default under the terms and conditions of this agreement, will result in eviction proceedings from the New Primary Residence and the loss of all Occupants present and future right, title, and interest in any apartment at the Building. **Default under this agreement will result in eviction proceedings from** Temporary Relocation Apartment.

9. Occupant understands that the Building is being rehabilitated through the City of New York Department of Housing Preservation and Development's ("HPD") Inclusionary Housing Program and the Participation Loan Program (collectively the "Programs"), and that the Building is being converted into a low-income housing cooperative. In accordance with the terms and conditions of the Programs, the Occupant will only be able to purchase shares in the cooperative if Occupant (and all members of its household) meet the eligibility requirements set forth in **Exhibit D** If the Occupant (and all members of its household) do not meet eligibility requirements, the Occupant will be permitted to rent the New Primary Residence as a rent stabilized tenant. **In accordance with the terms and conditions of the Programs (as defined in this Paragraph 9 of the Temporary Apartment Relocation Agreement), prior to, or upon relocating to the New Primary Residence, Occupant will be provided the opportunity to purchase shares and a proprietary lease in the cooperative if Occupant (and all members of its household) meet the eligibility requirements set forth in Exhibit D. If the Occupant (and all members of its household) do not meet eligibility requirements, upon relocating to the New Primary Residence, Occupant will be permitted to rent the New Primary Residence as a rent stabilized tenant in accordance with Paragraph 4 of Exhibit D attached hereto.**

10. Occupant understands that once returned to the New Primary Residence, Occupant will pay an initial monthly maintenance charge or rent no greater than 30% of 50% of AMI as outlined in **Exhibit A.**

11. If Occupant has agreed to purchase the New Primary Residence and has paid the required down payment (which is expected not to exceed $500 of the $2,500 total purchase price), Owner agrees to assist Occupant in identifying financial assistance (as a loan or grant) for the balance of the purchase price. However, Occupant remains solely responsible for securing the financial assistance in a timely manner after the sources have been identified.

12. HPD has agreed to furnish Section 8 vouchers to income eligible households.

Annie Wilson Miquet 5C
Annie Wilson Miquet Apt

Date 8/20/15

Owner

Date

B&N Housing LLC

8/20/2015
Date

License Agreement

License Agreement (this "Agreement"), dated as of September 4, 2015, by and between B&N Housing LLC, as ("Licensor"), having an address at 150 Myrtle Avenue Suite 2, Brooklyn, NY 11201 and Annie Wison Miquet, as licensee ("Licensee") of Apartment 2 ("Temporary Relocation Apartment") at 405 Grand Avenue, Brooklyn, NY ("Temporary Relocation Building").

WHEREAS, Licensee is currently living in Apartment 5C at 544 East 13th Street, New York, NY ("Current Primary Residence", after renovation will be the "New Primary Residence");

WHEREAS, as a part of the redevelopment process of the building located at 544 East 13th Street New York, NY(the "Building"), Licensor has identified certain work that is necessary for the improvement of the Building and health and safety of its occupants, which can only be performed expeditiously and cost effectively once Occupant has been relocated ("Rehabilitation Work");

WHEREAS, in order to perform the Rehabilitation Work, Licensor has requested and Licensee has agreed, to temporarily relocate from the Current Primary Residence to the Temporary Relocation Apartment a licensee pursuant to the terms of this Agreement and subject to the terms and conditions set forth in the Temporary Apartment Relocation Agreement dated an even date herewith;

NOW, THEREFORE, in consideration of the Temporary Relocation Apartment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Grant of License:

(a) Licensor hereby licenses to Licensee, for temporary residential use by Licensee and the members of Licensee's household, the Temporary Relocation Apartment for a term to commence on or about _____September 2015, such date being the estimated move out date from the Current Primary Residence (but no later than 5 business days after the move out date, as coordinated by and between the Licensor and Licensee), and ending (i) thirty (30) days after Licensee receives the **Return Move Notice** (attached herein as **Exhibit C**) indicating that the New Primary Residence is habitable and ready for occupancy, or (ii) upon default under this Agreement, whichever occurs first (hereinafter the "Expiration Date")

(b) The **Return Move Notice**, which will set forth that the New Primary Residence is habitable and ready for occupancy, shall be in writing and delivered to the Occupant at the Temporary Relocation Apartment by regular and certified mail, return receipt requested. The **Return Move Notice**, shall be deemed to have been given or served for all purposes hereunder five days following the date on which such **Return Move Notice** shall have been mailed as aforesaid.

(c) Licensee understands and acknowledges that neither he/ or she nor any members of the Licensee's household, nor any other person residing in the Temporary Relocation Apartment (including any person under a written grant of permission by Licensor) shall have occupancy rights, to the Temporary Relocation Apartment, beyond those as a licensee hereunder or as set forth in the Temporary Apartment Relocation Agreement.

2. License Fee

The monthly fee ("License Fee") for the residential use of the Temporary Relocation Apartment shall be as outlined in **Exhibit** E. The License Fee shall be payable monthly in advance and shall be due and payable to Licensor by the 5th day of each and every month under this Agreement. Failure to timely pay the License Fee shall be a default under this Agreement and each late payment may be subject to a late-payment fee of $25.

3. Security Deposit:

There shall be no additional security deposit due under this License. Licensee acknowledges that, upon Licensee's surrender of the Temporary Relocation Apartment, if the Temporary Relocation Apartment is not left free of all occupants and in broom clean condition or, if there is any damage beyond reasonable wear and tear to the Temporary Relocation Apartment, the costs to remove those occupants, clean and/or repair such damages, as the case may be, shall be paid by the Occupant within 30 days of moving into the New Primary Residence. Licensor hereby expressly reserves its right to seek reimbursement of any costs so incurred.

4. House Rules under this Agreement:

Licensee acknowledges and agrees that the following are the rules that shall be followed by Licensee during the term of this Agreement:

(a) to live in a peaceful manner, respecting the rights of other persons in the Temporary Relocation Building to privacy, security and peaceful enjoyment;

(b) to maintain the Temporary Relocation Apartment in a clean condition and to keep all property in the Temporary

Relocation Apartment in good order and condition subject to reasonable wear and tear;

(c) not to paint, decorate or otherwise embellish and/or change or make any additions or alterations to the Temporary Relocation Apartment without first obtaining Licensor's consent;

(d) not to install any washing machines, dryers, compactors, dishwashers or other appliances or equipment in the Temporary Relocation Apartment; not to install outside aerials, including but not limited, to television satellite dishes or the like, at the Temporary Relocation Building or the Temporary Relocation Apartment, and not to install any water bed in the Temporary Relocation Apartment;

(e) not to store or place in or on windowsills, balconies, common areas or the exterior of the Temporary Relocation Building, except as specified for the collection of rubbish or recyclable materials, any rubbish, trash or articles of any kind whatsoever;

(f) not to create or allow to be created by guests, licensees, employees, invitees or visitors any unlawful, noisy or otherwise offensive use of the Temporary Relocation Apartment; not to commit any disturbance or nuisance, public or private; not to obstruct free use of the common areas (hallways, stairways, roof, basement, elevators, or the like); not to create any substantial interference with the rights, comforts, safety or enjoyment of other persons in the Temporary Relocation Building and or the adjacent sidewalks and common areas;

(g) not to have any pets in the Temporary Relocation Apartment unless Licensee has pets in his/her Current Primary Residence and not allow such pets to be noisy or otherwise offensive in and around the Temporary Relocation Apartment or the Temporary Relocation Building; and

(h) to abide by all of the use and occupancy rules of the building in which the Temporary Relocation Apartment is located.

5. Defaults under this Agreement:

(a) If Licensee materially fails to abide by the provisions of this Agreement, including, without limitation, the payment of the License Fee in accordance with Paragraph 2 and compliance with the House Rules in accordance with Paragraph 4, Licensor shall inform Licensee of such failure by a written notice setting forth the default under this Agreement ("Default Notice"), delivered to the Temporary Relocation Apartment by regular mail and by certified mail return receipt requested. Default Notices which are served upon Licensee in the manner provided herein shall be deemed to have been given or served for all purposes hereunder five days following the date on which the Default Notice shall have been mailed as aforesaid.

(b) Licensee shall have ten (10) days to cure the specified default after receipt of the Default Notice. If Licensee fails to cure a default in the payment of the License Fee within the 10 day cure period, Licensor may terminate this Agreement and commence legal proceedings to retake possession of the Temporary Relocation Apartment. In the event that any default under any provision of this Agreement, other than failure to pay the License Fee in accordance with Paragraph 2, cannot be cured within the ten (10) day period, Licensee shall commence to cure the default within then (10) days and diligently work to cure the default within thirty (30) days after receipt of the Default Notice. If Licensee fails to cure a default within thirty (30) days after receipt of a Default Notice (except for failure to pay License Fee which must be cured within 10 days), Licensor may terminate this Agreement and commence legal proceedings to retake possession of the Temporary Relocation Apartment.

6. Expiration Date:

On the Expiration Date (as such term is defined in Paragraph 1 of this Agreement), the Temporary Relocation Apartment shall be surrendered by Licensee in vacant, broom-clean condition, free of all occupants, guests and/or pets. Such responsibility shall lie solely with the Licensee. Licensee shall not be held responsible for normal wear and tear to the Temporary Relocation Apartment.

7. No Assignment:

This Agreement is personal to Licensee and may not be assigned to any other person without the written consent of Licensor, in which case this Agreement shall be binding upon Assignee's heirs, successors and/ or assigns. Any assignment or subletting without the written consent of Licensor shall be considered a default of this Agreement.

8. Temporary Relocation Apartment:

Licensor shall provide the Temporary Relocation Apartment in a broom clean and habitable condition. Such Temporary Relocation Apartment shall be of similar size as Licensee's Current Primary Residence. Licensor makes no other warranties, express or implied, as to the condition of the Temporary Relocation Apartment, except as those set forth within the Temporary Relocation Apartment and as required by law, including, without limitation, smoke alarms, carbon monoxide detectors, window guards and lead paint prohibitions.

9. Complete Agreement:

This Agreement cannot be modified in any manner other than by a written agreement executed by both the Licensor

and Licensee.

IN WITNESS WHEREOF, Licensor and Licensee have hereunto executed this Agreement as of the day and year first above written.

LICENSOR

Sworn to on this 4th day of Sep, 2015

Notary Public

ALMA NORIEGA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NO6109895
Qualified in Queens County
Commission Expires May 24, 2016

LICEENSEE

Sworn to on this 4th day of September 2015

Notary Public

ALMA NORIEGA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NO6109895
Qualified in Queens County
Commission Expires May 24, 2016

Exhibit A
MAXIMUM RENTS[1]

1. License Fees during relocation shall not exceed amounts outlined in Exhibit E.

2. Rents/ Maintenance Charges upon return to New Primary Residence shall not exceed the following 2015 schedule based 30% of 50% of Area Median Income ("AMI") as defined by the United States Department of Housing and Urban Development or its successors ("HUD"). All rents are subject to Rent Stabilization. Rent/ Maintenance excludes electricity and gas utilities.

BRs	Rooms	Max Gross Monthly Rent
0	2.5	$756
1	3	$810
2	4	$971
3	5	$1,122
4	6	$1,252

[1] Buildings are subject to rent stabilization and maximum rents will be the Department of Housing and Community Renewal (DHCR) registered legal rents.

Exhibit B

TEMPORARY RELOCATION MOVE NOTICE

To: _____ (Occupant)
From: _____ (Relocation Specialist)
Re: Initial Move Notice
Date: _____

Dear_____:

Please be advised that the time has now come for you to move from Apartment 5C at **544 East 13th Street** to your Temporary Relocation Apartment located at _____, both in New York, New York.

As stated in Paragraph 1 of the Relocation Agreement, you are required to move into the Temporary Relocation Apartment within 35 days of the date of this notice unless an extension has been granted by UHAB HDFC and/or B&N Housing LLC (which shall not be unreasonably withheld). A move date has been scheduled for you to take place on or about _____ (day of the week) (but no later than 5 business days thereof, as coordinated by the parties), _____ full date at approximately _____(time). This shall include all of the other persons living with you in the Apartment and having all of your belongings packed at the time the movers arrive. **Any items left behind after the move date will be considered abandoned and may be disposed of as UHAB HDFC and/or B&N Housing LLC may determine without any liability with respect to such disposal.**

In the event you need to cancel or reschedule your move date, you must do so within 48 hours in order to avoid a cancellation charge of $250.00. Please call _____ to make any necessary changes.

In addition to ensuring that all of the Apartment occupants and your belongings are ready to move on the date scheduled herein, you are also responsible for making the necessary transfers of your utility accounts, including gas and electric, cable, telephone and internet, whichever shall apply. The Developer is responsible for all costs associated with moving. You must also arrange with the U.S. Postal Service to have your mail forwarded to the Temporary Relocation Apartment starting on the date of your scheduled move. If you require any assistance making these changes, please call_____ at _____.

Thank you for your kind attention in this matter.

Exhibit C
RETURN MOVE NOTICE

To: _____ (Occupant)
From: _____ (Relocation Specialist)
Re: Relocation to Primary Residence Move Notice
Date: _____

Dear_____:

Please be advised that the time has now come for you to return to Apartment_____ at **544 East 13th Street (the "New Primary Residence")**.

As stated in Paragraph 5 of the Temporary Relocation Agreement, you are required to move within 35 days of the date of this **Return Move Notice**, unless an extension has been granted by UHAB HDFC and/or B&N Housing LLC (which shall not be unreasonably withheld).

If you do not wish to purchase shares in the future cooperative corporation that will own the building in which the New Primary Residence is located you must execute a rent stabilized lease for the apartment prior to taking occupancy of the New Primary Residence. The rent stabilized lease will be forwarded to you by UHAB under a separate letter.

A moving date has been scheduled for you to take place on or about _____ (day of the week) (but no later than 5 business days thereafter, as coordinated by the parties) at approximately _____ (time).

Upon written request, the Occupant shall be entitled to one thirty (30) day extension of the closing and moving dates set forth above, but only if such newly extended closing and moving dates are no more than 30 days from the date of this notice and such request is made in writing to UHAB HDFC and/or B&N Housing LLC.

You must have all of your belongings packed at the time the movers arrive. **Any items left behind after the move date will be considered abandoned and may be disposed of as UHAB HDFC and/ or B&N Housing LLC determines without any liability with respect to such disposal.**

In the event you need to cancel or reschedule your move date, you must do so within 48 hours in order to avoid a cancellation charge of $250.00. Please call_____ to make any necessary changes.

In addition to ensure that all of the Apartment occupants and your belongings are ready to move on the date scheduled herein, you are also responsible for making the necessary transfers of your utility accounts, including gas and electric, cable, telephone and internet, whichever shall apply. You must also arrange with the U.S. Postal Service to have your mail forwarded to the New Primary Residence starting on the date of your scheduled move. Please be advised that you may receive separate instructions from your Project Manager if anything has changed at your New Primary Residence since you temporarily relocated. If you require assistance making these changes, please call_____ at_____.

Please be advised that you will be responsible for returning the keys to your Temporary Relocation Apartment directly to _____ (Relocation Specialist) on the day of your move. You must also leave the Temporary Relocation Apartment in broom clean condition free of any personal belongings or debris.

Exhibit D

INCLUSIONARY HOUSING REQUIREMENTS TO OBTAIN OWNERSHIP OF REHABILITATED UNIT

Occupant understands that **[address] (the "Building")** will be rehabilitated through the City of New York Department of Housing Preservation and Development's ("HPD") Inclusionary Housing Program ("IHP") and that the Building is being converted into a cooperative. Terms of this rehabilitation under HPD's Inclusionary Housing Program includes but is not limited to complying with Section 23-90 (inclusive) of the Zoning Resolution and Inclusionary Housing Rules.

"Eligible buyer(s)" will be subject to the rules and regulations of the Inclusionary Housing Program.

1. **Grandfathered Tenant**
   In accordance with the terms and conditions of the Programs, the Occupant will receive shares and a proprietary lease in the cooperative if Occupant (and all members of its household) meets the eligibility requirements set forth below. If the Occupant (and all members of its household) does not meet eligibility requirements, the Occupant will be permitted to rent the rent stabilized unit as a Grandfathered Tenant per determination of the Administering Agent and pursuant to the rules, terms and conditions of the Inclusionary Housing Program.

2. **Administering Agent**
   An "Administering Agent" is the entity responsible for ensuring, pursuant to the IHP that: (a) Each subject rental affordable housing unit is rented in compliance with the IHP at rent-up and upon each subsequent vacancy; and/or (b) Each Occupant's homeownership affordable housing unit is owned and occupied in compliance with the IHP upon initial sale to such Occupant and upon each sale thereafter. The Building will be subject to the IHP Homeownership Regulatory Agreement which will contain these requirements, a form of which is attached as part of this Exhibit D.

3. **Conditions of Unit Purchase**
   a. **Income Restriction**
      To be an Eligible buyer (as defined in the NYC Zoning Resolution and IHP Rules), one must meet Annual Income restrictions (certified by a chosen "Administering Agent") including but not limited to the requirement that annual income shall not exceed 80% of AMI.

   b. **Cost of Unit**
      Each unit will be offered for sale to the predetermined Grandfathered Tenant for the sum of twenty five hundred dollars ($2,500) pursuant to the terms of an Offering Plan to be submitted by Developer and as approved by the IHP and NYS Office of the Attorney General. Eligible buyer (s) will be offered a Purchase and Sale Agreement prior to the issuance of the **Return Move Notice**. No Purchase and Sale Agreement shall be offered to any Grandfathered Tenant that is in default under the terms of the License Agreement. Any and all closing costs related to the Occupant's purchase of the New Primary Residence shall be the sole responsibility of the Occupant.

   c. **Monthly Maintenance**
      The monthly maintenance fees are any payments charged to a homeowner by a cooperative corporation to provide for the reimbursement of the applicable homeownership affordable housing unit's share of the expenses of such cooperative corporation, as permitted by the IHP and the Regulatory Agreement. Monthly maintenance will include the mortgage payment on the HPD loan. Maintenance will be based on 30% of 50% of AMI as defined in **Exhibit A**.

   d. **Training**
      Prior to qualification as an Eligible Buyer, each applicant for a Homeownership Affordable Housing Unit shall attend a first-time homebuyer course and cooperative homeownership courses given by a provider that is approved by HPD, and must provide evidence of completion of such course to the Administering Agent. Approved providers of first-time homebuyer courses are listed on HPD's web site.

4. **Rental**
   Grandfathered Tenants who are ineligible or choose not to purchase a unit in the rehabilitated building will be permitted to rent the unit in accordance with the IHP. At such time that the Grandfathered Tenant meets eligibility requirements and is interested in purchasing their unit, the unit may be purchased for twenty five hundred dollars ($2,500) per the approval of the Administering Agent. The Resident's monthly rent shall not exceed the "Maximum Monthly Rent" defined herein as **Exhibit A**.

Exhibit E

It is hereby agreed by and between Annie Miquet Wilson, hereinafter referred to as "occupant," and B&N Housing LLC, with offices at 150 Myrtle Avenue, Suite 2, Brooklyn, NY 11201, hereinafter referred to as "Developer," that:

1) Occupant shall have the opportunity to withdraw from the project at any time without penalty. If Occupant elects to withdraw she shall make a formal election in writing to the Developer and forfeit all rights and privileges accorded to Occupant in the Temporary Apartment Relocation Agreement; and

2) In the event the Rehabilitation Work at the New Primary Residence is not completed and is not habitable nor ready for occupancy within 24 months, Developer shall pay cost of Relocation Apartment rent until work is complete and Occupant returns to Primary Residence; and

3) In the event the Rehabilitation Work at the New Primary Residence is not completed and is not habitable nor ready for occupancy within 36 months, from October 15, 2015, Occupant shall have an unconditional right to assign his/her rights to the Primary Residence to Developer for the greater of $185,000 or 90% of the value of the unit under the Inclusionary Housing Program; and

4) In the event that the Occupant does not assign her rights as described above, Developer agrees to continue funding Relocation expenses for Occupant until such time as the New Primary Residence is habitable and ready for occupancy or Occupant and Developer agree on a permanent alternative; and

5) Notwithstanding anything to the contrary in the Temporary Apartment Relocation Agreement, Developer and occupant agree that occupant shall pay no more than 30% of his/her annual gross income as reported in his/her previous year's tax return.

September 4, 2015

Annie Wilson Miquet

Occupant (Annie Miquet Wilson)

Developer

ALMA NORIEGA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NO6109895
Qualified in Queens County
Commission Expires May 24, 2016

AFFIDAVIT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Marie Anne Wilson Miquet, being duly sworn, deposes and says:

1. I make this affidavit based on my personal knowledge and records in my possession.
2. On or around December 5, 2017, I viewed an apartment at 278 East 7th Street, on the 5th floor, to consider for the compensation package. It appeared half the size of my apartment at 544 East 13th Street and didn't have a bathroom. Marina Metalios of UHAB, told me I would have to pay $120 000 for this apartment, and pay for the construction of a bathroom. How could anyone find this acceptable?
3. On May 29, 2018, during a phone conference, which included Kim Darga of HPD, Anya Irons and Marina Metalios of UHAB, Juan Barahona of B&N /BFC, and former councilmember Rosie Mendez, I agreed to the buyout and to rent apartment 2A at 181 Stanhope in Bushwick. On June 5, 2018, I went to 181 Stanhope and was informed that the unit had been occupied for about year by C. Sarmiento and V. McGrath.
4. I have not received any financial compensation by UHAB and B@N/BFC, they also owe me comparable housing that they have constructively evicted me from using imminent violence, harassment litigation, and delay tactics.

Marie Anne Wilson Miquet

Sworn to before me this
day of FEB 10, 2020

Joel Richard Kupferman
Notary Public
County and State of New York
02KJ6351669
exp. 12/12/2020

Gmail **A Wilson NYELJP <awilsonenergy@gmail.com>**

IMPORTANT - Housing Options - 544 Sales Fwd: 544 B&N Nominee Agreement - Feb. 16 Decision - Underwood v UHAB et al

1 message

A Wilson NYELJP <awilsonenergy@gmail.com> Mon, May 3, 2021 at 4:46 AM
To: Juan Barahona <jbarahona@bfcnyc.com>

Juan - how are you?

I need to know asap what these housing options we had discussed are.

Please send a statement regarding 544 apt sales incomes to B&N/BFC prior to UHAB closing in May 2018.

Inquiring minds want to know.

Sincerely Annie

718 636 6709

---------- Forwarded message ---------
From: **A Wilson NYELJP** <awilsonenergy@gmail.com>
Date: Thu, Mar 25, 2021, 11:23 AM
Subject: 544 B&N Nominee Agreement - Feb. 16 Decision - Underwood v UHAB et al
To: Juan Barahona <jbarahona@bfcnyc.com>

Juan - hi

As follow up to our conversation a couple of days ago regarding the February 16th Orwellian decision re. Jeff and Amanda.

I have excerpted below and included its entirety at end of email and highlighted the relevant text.

"As for plaintiffs' allegation that UHAB-HDFC [*2]was unjustly enriched by its having sold the apartment at issue on the open market, UHAB submitted documentary evidence refuting that claim (see CPLR 3211[a][1]). The Nominee Agreement, pursuant to which the interest in plaintiffs' apartment building was sold to defendant B&N Housing LLC, states unequivocally that any profits from sales of any interest in the building belonged to B&N and not to UHAB-HDFC. This precludes any viable claim for unjust enrichment."

This is not correct. The Nominee Agreement actually states:
" i. The COMPANY shall have the sole and exclusive right to any proceeds of the sale of Inclusionary development rights related to the Project and the HDFC shall not receive any of the proceeds from any such sale." (is there a clause that i missed?)

I understand that you as B&N ended beneficial rights etc with UHAB in May 2018. According to Realityhop Jeff and Amanda's apartment was sold to Michael Hao Deng in November 11, 2018. Other apts were also sold around that time and I am assuming that UHAB got the income from these sales.

Fact is Jeff Underwood and Amanda Davila in 2015, were residing in the studio on the 1st floor and should have been included in the so called resident list that UHAB provided to you for relocation agreements. The misuse of our justice system is translating the truth into lies. Should have been a happy outcome for all.

Please help provide what I earned and was promised, a long term, affordable, and safe apartment. The stress caused by this uncertainty is killing me.

Sincerely Annie

---------- Forwarded message ---------
Date: Mon, Mar 22, 2021, 3:00 PM
Subject: Underwood v Urban Homesteading Assistance (U-HAB), Inc.
To: <awilsonenergy@gmail.com>

Underwood v Urban Homesteading Assistance (U-HAB), Inc.

Annotate this Case

Underwood v Urban Homesteading Assistance (U-HAB), Inc. 2021 NY Slip Op 01020 Decided on February 16, 2021 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports.

Decided and Entered: February 16, 2021

Before: Gische, J.P., Moulton, González, Scarpulla, JJ.

Index No. 161908/18 Appeal No. 13122 Case No. 2020-03016

[*1]Jeffrey Underwood et al., Plaintiffs-Appellants,

v

Urban Homesteading Assistance (U-HAB), Inc. Doing Business as UHAB Doing Business as Urban Homesteading Assistance Board, et al., Defendants-Respondents.

Cohen & Green P.L.L.C., Ridgewood (J. Remy Green and Jessica Massimi of counsel), for appellants.

Gordon Rees Scully Mansukhani LLP, New York (Kuuku Minnah-Donkoh of counsel), for Urban Homesteading Assistance (U-HAB), Inc., UHAB Housing Development Fund Corporation, respondents.

Adam Leitman Bailey, P.C., New York (Jeffrey R. Metz of counsel), for Nicky Scott, Isabel Dawson and Gregory Dawson, respondents.

Order, Supreme Court, New York County (Lynn R. Kotler, J.), entered November 25, 2019, which, to the extent appealed from as limited by the briefs, granted the motion of defendants Urban Homesteading Assistance and UHAB Housing Development Fund Corporation (collectively UHAB) to dismiss the complaint as against them, and denied plaintiffs' renewed motion for a default judgment against defendant 544 East 13th Street Housing Development Fund Corp. (544 East), unanimously affirmed, without costs. The appeal, insofar as it related to defendants Nicky Scott, Isabel Dawson, and Gregory Dawson was withdrawn at oral argument.

The complaint fails to state a cause of action for tortious interference with contract, as plaintiffs have not alleged that they were parties to a contract with a third party with which UHAB interfered (see Kronos, Inc. v AVX Corp., 81 NY2d 90, 94 [1993]). Nor do plaintiffs state a prima facie cause of action for tortious interference with business relations or economic advantage, as the essence of the claim involves actions directed not at plaintiffs but at third parties (see Carvel Corp. v Noonan, 3 NY3d 182, 192 [2004]). Here, the threats and misrepresentations which plaintiffs allege occurred were directed at themselves and not at any third party.

To state a claim for fraudulent inducement, a plaintiff must allege a false representation, made for the purpose of inducing another to act on it, and that the party to whom the representation was made justifiably relied on it and was damaged (see Perrotti v Becker, Glynn, Melamed & Muffly LLP, 82 AD3d 495, 498 [1st Dept 2011]). Here, plaintiffs have alleged that the individual defendants, who were co-residents of their apartment building, made misrepresentations on which plaintiffs relied in moving out of the building to permit renovations, based on the representation that they would be able to purchase shares to the cooperative in which they resided at an insider price. Contrary to plaintiffs' argument, however, the allegations in the pleadings that the tenants were agents of the building's owner are insufficient. An agency relationship "results from the manifestation of consent by one person to another that the other shall act on his behalf and subject to his control, and consent by the other so to act" (L. Smirlock Realty Corp. v Title Guar. Co., 70 AD2d 455, 464 [2d Dept 1979]). Because the pleadings are devoid of any factual allegations showing that UHAB consented to any tenants acting on their behalf, the fraudulent inducement claim was

properly dismissed. To the extent plaintiffs' claim rests on apparent authority, such a claim requires a showing that plaintiffs "relied upon the misrepresentation of the agent because of some misleading conduct on the part of the principal — not the agent" (Hallock v State of New York, 64 NY2d 224, 231 [1984] [internal citations and quotation marks omitted]), which has not been alleged here.

As for plaintiffs' allegation that UHAB-HDFC [*2]was unjustly enriched by its having sold the apartment at issue on the open market, UHAB submitted documentary evidence refuting that claim (see CPLR 3211[a][1]). The Nominee Agreement, pursuant to which the interest in plaintiffs' apartment building was sold to defendant B&N Housing LLC, states unequivocally that any profits from sales of any interest in the building belonged to B&N and not to UHAB-HDFC. This precludes any viable claim for unjust enrichment.

Finally, plaintiffs' renewed motion for a default judgment against 544 East was properly denied absent any allegations to support a viable claim against that defendant (see Charmon v Pavy, 153 AD3d 493, 494 [2d Dept 2017]). Assuming plaintiffs' nonconclusory allegations are true, the claims against 544 East fail for the same reasons as the claims against UHAB.

THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: February 16, 2021

Supplement to my November 1, 2023, Comments to New York City Council Committee on Oversight and Investigations Meeting regarding the "Oversight - Mayor's Management Report: Agency Performance in Delivering Housing and Services - HPD".

Below is a transcript of my spoken Comments with detailed footnotes for attached documents. "Hello. Thank you for this opportunity to speak. I am Annie Wilson, and I am here to report that I have also been in a HDFC scenario, as cofounder in 1984, and eventually forced out by the developers. This building was a building transferred to the non-profit in 2002[1], to be completed in 2004, and I have to say that there had been a fire, they kept the fire insurance money. They forced us out by claiming a foreclosure[2] need of $179,000, and an agreement that they had made with a for-profit developer[3], and they had not disclosed to us or revealed that they had taken a mortgage[4] out on us a couple years prior for $850,000. So based on this scheme, we were forced out of our apartments and given relocation apartment contracts. I was not allowed to return to my apt 5C and went in negotiation for alternatives. They took me to court, I believe, as reprisal for speaking out in this body in 2018[5] and 2019[6], detailing the issues that we had, and particularly financial issues, and if you look up the record I testified on July 22, 2019, if you go to pages 261 to 268, and I had testified April 26, 2018, pages 174 to 177. I know I have to wrap up now but I would like to add that I'm still in the relocation apartment, overstayed five years, facing eviction from there, and I would like to work and meet with you and help with any kind of investigation needed because the situation is dire right now for me and others."
HPD refused their responsibility to administer oversight and compliance. Sincerely Annie Wilson

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[1] **See Attachment A** - Land Disposition Agreement (LDA) between City of New York, Housing Preservation and Development (HPD), Urban Homesteading Assistance Board (UHAB), August 19, 2002
[2] **See Attachment B** - Supreme Court of New York, County of New York, Index No. 650336/2014, SUMMONS in TAX LIEN FORECLOSURE and COMPLAINT, NYCTL 2013-A TRUST, and THE BANK OF NEW YORK MELLON as Collateral Agent and Custodian for the NYCTL 2013-A Trust against UHAB HOUSING DEVELOPMENT FUND CORPORATION et alia, January 27, 2014
[3] BFC Partners / B&N Housing Inc.
[4] **See Attachment C** - Department of Finance, City of New York, MORTGAGE, ID: 2009020400607001, January 30, 2009
[5] **See Attachment D** - City Council, City of New York, Transcript of the Minutes of the Committee on Housing and Buildings, April 26, 2018, pages 1, 174 to 177
[6] **See Attachment E** - City Council, City of New York, Transcript of the Minutes of the Committee on Housing and Buildings jointly with Committee on Oversight and Investigations, July 22, 2019, pages 1, 261 to 268

EXHIBIT A

Contract of Sale

between

UHAB HOUSING DEVELOPMENT FUND CORPORATION ("Seller")

and

B&N HOUSING LLC ("Purchaser")

dated October 1, 2015

Premises:

Street Address:	544 East 13th Street and 377 East 10th Street
City or Town:	New York
County:	New York
Block and Lot:	Block 406 Lot 27 and Block 393 Lot 47

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CONTRACT dated October 1, 2015 by and between B&N Housing LLC, having an address at 150 Myrtle Avenue, 2nd Floor, Brooklyn, NY 11201 (the "Purchaser") and UHAB Housing Development Fund Corporation, having an address at 120 Wall Street, New York, New York 10005 (the "Seller").

Seller and Purchaser hereby covenant and agree as follows:

Section 1. Sale of Premises and Acceptable Title

§1.01. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this contract, any and all of Seller's equitable and beneficial interest in the following: (a) the parcel of land more particularly described in Schedule A attached hereto ("Land"); (b) all buildings and improvements situated on the Land (collectively, the "Building"); (c) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway; (d) the appurtenances and all the estate and rights of Seller in and to the Land and Building; (e) all right, title and interest of Seller, if any, in and to the fixtures, equipment and other personal property attached or appurtenant to the Building; and (f) all right title and interest of Seller in and to any and all development rights pertaining to or appurtenant to the Land (collectively, "Premises"). For purposes of this contract, "appurtenances" shall include all right, title and interest of Seller in and to (i) the leases or homesteader agreements for space in the Building, and all guarantees thereof and relocation agreements related thereto, as shown on Schedule E attached hereto; (ii) the Service Contracts (as hereinafter defined); (iii) plans, specifications, architectural and engineering drawings, prints, surveys, soil and substrata studies relating to the Land and the Building in Seller's possession; (iv) all operating manuals and books, data and records regarding the Land and the Building and its component systems in Seller's possession; (v) all licenses, permits, certificates of occupancy and other approvals issued by any state, federal or local authority relating to the use, maintenance or operation of the Land and the Building to the extent that they may be transferred or assigned; (vi) all warranties or guaranties, if any, applicable to the Building, to the extent such warranties or guaranties are assignable; and (vii) all tradenames, trademarks, servicemarks, logos, copyrights and good will relating to or used in connection with the operation of the Land and the Building. The Premises are located at or known as 544 East 13th Street and 377 East 10th Street, New York, New York, Block 406 Lot 27 and Block 393 Lot 47.

§1.02. Seller and Purchaser shall enter into a Declaration and Nominee Agreement, pursuant to which Seller will convey to Purchaser and Purchaser shall accept all equitable and beneficial title to the Premises, while maintaining bare legal title to the Premises as nominee for Purchaser, in accordance with the terms of this contract (the "Nominee Agreement"), subject only to: (a) the matters set forth in Schedule B attached hereto (collectively, "Permitted Exceptions"); and (b) such other matters as (i) the title insurer specified in Schedule D attached hereto (or if none is so specified, then any title insurer licensed to do business by the State of New York) shall be willing, without special premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Premises and (ii) shall

be accepted by any lender described in Section 274-a of the Real Property Law ("Institutional Lender") which has committed in writing to provide mortgage financing to Purchaser for the purchase of the Premises ("Purchaser's Institutional Lender").

Section 2. Purchase Price, Acceptable Funds, Existing Mortgages, Purchase Money Mortgage, Escrow of Downpayment and Foreign Persons

§2.01. The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Premises is $845,043 as reimbursement to Seller of reimbursable expenses previously funded by Seller in connection with the carrying of the Premises. The Purchase Price shall be paid as set forth in Schedule C.

§2.02. All monies payable under this contract, unless otherwise specified in this contract, shall be paid by (a) certified checks of Purchaser or any person making a purchase money loan to Purchaser drawn on any bank or trust company having a banking office in the City of New York and which is a member of the New York Clearing House Association or (b) official bank checks drawn by any such banking institution, payable to the order of Seller, except that uncertified checks of Purchaser payable to the order of Seller up to the amount of one-half of one percent of the Purchase Price shall be acceptable for sums payable to Seller at the Closing, or (c) with respect to the portion of the Purchase Price payable at the Closing, at Purchaser's election, by wire transfer of immediately available federal funds to an account designated by Seller not less than three business days prior to the Closing.

§2.03. Intentionally Omitted

§2.04. Intentionally Omitted

§2.05. (a) If the sum paid under paragraph (a) of Schedule C or any other sums paid on account of the Purchase Price prior to the Closing (collectively, "Downpayment") are paid by check or checks drawn to the order of and delivered to Seller's attorney or another escrow agent ("Escrowee"), the Escrowee shall hold the proceeds thereof in escrow in a special bank account (or as otherwise agreed in writing by Seller, Purchaser and Escrowee) until the Closing or sooner termination of this contract and shall pay over or apply such proceeds in accordance with the terms of this section. Escrowee need not hold such proceeds in an interest-bearing account, but if any interest is earned thereon, such interest shall be paid to the same party entitled to the escrowed proceeds, and the party receiving such interest shall pay any income taxes thereon. The tax identification numbers of the parties are either set forth in Schedule D or shall be furnished to Escrowee upon request. At the Closing, such proceeds and the interest thereon, if any, shall be paid by Escrowee to Seller. If for any reason the Closing does not occur and either party makes a written demand upon Escrowee for payment of such amount, Escrow shall give written notice to the other party of such demand. If Escrowee does not receive a written objection from the other party to the proposed payment within 10 business days after the giving of such notice, Escrowee is hereby authorized to make such payment. If Escrowee does receive such written objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by written instructions from the parties to this contract or a final judgment of a court. However, Escrow shall have the right at any time to deposit the escrowed proceeds and

interest thereon, if any, with the clerk of the Supreme Court of the county in which the Land is located. Escrowee shall give written notice of such deposit to Seller and Purchaser. Upon such deposit Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience, that Escrowee shall not be deemed to be the agent of either of the parties, and that Escrowee shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this contract or involving gross negligence. Seller and Purchaser shall jointly and severally indemnify and hold Escrowee harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith, in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this contract.

(d) If Escrowee is Seller's attorney, Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

(e) Escrowee may act or refrain from acting in respect of any matter referred to in this §2.05 in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

§2.06. In the event that Seller is a "foreign person", as defined in Internal Revenue Code Section 1445 and regulations issued thereunder (collectively, the "Code Withholding Section"), or in the event that Seller fails to deliver the certification of non-foreign status required under §10.12(c), or in the event that Purchaser is not entitled under the Code Withholding Section to rely on such certification, Purchaser shall deduct and withhold from the Purchase Price a sum equal to ten percent (10%) thereof and shall at Closing remit the withheld amount with Forms 8288 and 8288A or any successors thereto) to the Internal Revenue Service; and if the cash balance of the Purchase Price payable to Seller at the Closing after deduction of net adjustments, apportionments and credits (if any) to be made or allowed in favor of Seller at the Closing as herein provided is less than ten percent (10%) of the Purchase Price, Purchaser shall have the right to terminate this contract, in which event Seller shall refund the Downpayment to Purchaser and shall reimburse Purchaser for title examination and survey costs as if this contract were terminated pursuant to §13.02. The right of termination provided for in this §2.06 shall be in addition to and not in limitation of any other rights or remedies available to Purchaser under applicable law.

Section 3. The Closing

§3.01. Except as otherwise provided in this contract, the closing of title pursuant to this contract ("Closing") shall take place on the scheduled date and time of closing specified in Schedule D (the actual date of the Closing being herein referred to as "Closing Date") at the place specified in Schedule D.

Section 4. Representations and Warranties of Seller

Seller represents and warrants to Purchaser as follows:

§4.01. Seller is the sole owner of the Premises.

§4.02. The list of occupants with which Seller has entered into relocation agreements set forth in Schedule E attached hereto is accurate and complete. Seller further acknowledges that:

(a) Seller and Purchaser shall diligently work to vacate all tenants under the Leases ("Occupants") from the Premises prior to Closing as more particularly set forth in Section 21 hereof;

(b) no renewal or extension option or options for additional space have been granted to Occupants;

(c) no Tenant has an option to purchase the Premises or a right of first refusal or first offer with respect to a sale of the Premises;

(d) no Tenant is entitled to rental concessions or abatements for any period subsequent to the scheduled date of closing;

(e) Seller has not sent written notice to any Tenant claiming that such Tenant is in default, which default remains uncured;

(f) no action or proceeding instituted against Seller by any Tenant of the Premises is presently pending in any court;

(g) there are no security deposits held by Seller;

(h) Seller has performed all of the landlord's obligations under the Leases and no notice of any default of the landlord under the Leases has been given or to the knowledge of Seller is pending;

(i) to the best of Seller's knowledge, no action or proceeding, voluntary or involuntary, is pending against any tenant under any bankruptcy or insolvency act;

(j) no leasing commissions are due or owing with respect to any of the Leases; and

(k) Seller is neither obligated to hold nor is in any possession of any security deposit related to the Leases.

§4.03. [Intentionally Omitted]

§4.04. Seller shall cause all utility accounts at the Premises to be paid in full and closed prior to the Closing Date. Seller shall provide Purchaser with final bills evidencing full payment and closure of all such accounts prior to closing.

§4.05. As of Closing there shall be no employees employed at the Premises.

§4.06. As of Closing there shall be no service, maintenance, supply or management contracts in effect for the Premises.

§4.07. Intentionally Omitted

§4.08. Except as disclosed to the contrary by any violation searches provided by Seller to Purchaser, Seller has no actual knowledge that any incinerator, boiler or other burning equipment on the Premises is being operated in violation of applicable law. If copies of a certificate or certificates of operation therefor have been exhibited to Purchaser or its representative, such copies are true copies of the originals.

§4.09. Seller has no actual knowledge of any assessment payable in annual installments, or any part thereof, which has become a lien on the Premises.

§4.10. Seller is not a "foreign person" as defined in the Code Withholding Section.

§4.11. Seller is a New York not-for-profit corporation that has been duly organized and is validly and presently existing in good standing under the laws of the state of its formation.

§4.12. Seller has taken all necessary action to authorize the execution, delivery and performance of this contract and has the power and authority to execute, deliver and perform this contract and consummate the transaction contemplated hereby. Assuming due authorization, execution and delivery by each other party hereto, this contract and all obligations of Seller hereunder are the legal, valid and binding obligations of Seller, enforceable in accordance with the terms of this contract, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

§4.13. The execution and delivery of this contract and the performance of its obligations hereunder by Seller will not conflict with any provision of any law or regulation to which Seller is subject or any agreement or instrument to which Seller is a party or by which it is bound or any order or decree applicable to Seller or result in the creation or imposition of any lien on any of Seller's assets or property which would materially and adversely affect the ability of Seller to carry out the terms of this contract. Seller has obtained or will obtain prior to Closing any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery or performance by Seller of this contract.

§4.14. There are no pending proceedings or appeals to correct or reduce the assessed valuation of the Premises.

§4.15 The Premises does not constitute all or substantially all of the assets of the Seller and no consents to or approvals of the sale of the Premises are required under §510 or 511 of the Not-For-Profit-Corporations Law.

For purposes of this Section, the phrase "to Seller's knowledge" shall mean the actual knowledge of Seller without any special investigation.

The representations and warranties made by Seller in this contract shall be deemed restated and shall be true and accurate on the Closing Date, and shall survive Closing for a period of one (1) year.

Section 5. Acknowledgments, Representations and Warranties of Purchaser

Purchaser acknowledges that:

§5.01. Purchaser has inspected the Premises, is fully familiar with the physical condition and state of repair thereof, and, subject to the provisions of this contract, shall accept the Premises "as is" and in their present condition, subject to reasonable use, wear, tear and natural deterioration between now and the Closing Date, without any reduction in the Purchase Price for any change in such condition by reason thereof subsequent to the date of this contract.

§5.02. Before entering into this contract, Purchaser has made such examination of the Premises, the operation, income and expenses thereof and all other matters affecting or relating to this transaction as Purchaser deemed necessary. In entering into this contract, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this contract, whether or not any such representations, warranties or statements were made in writing or orally.

Purchaser represents and warrants to Seller that:

§5.03. The funds comprising the Purchase Price to be delivered to Seller in accordance with this contract are not derived from any illegal activity.

§5.04. Purchaser has taken all necessary action to authorize the execution, delivery and performance of this contract and has the power and authority to execute, deliver and perform this contract and the transaction contemplated hereby. Assuming due authorization, execution and delivery by each other party hereto, this contract and all obligations of Purchaser hereunder are the legal, valid and binding obligations of Purchaser, enforceable in accordance with the terms of this contract, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

§5.05. The execution and delivery of this contract and the performance of its obligations hereunder by Purchaser will not conflict with any provision of any law or regulation to which Purchaser is subject or any agreement or instrument to which Purchaser is a party or by

which it is bound or any order or decree applicable to Purchaser or result in the creation or imposition of any lien on any of Purchaser's assets or property which would materially and adversely affect the ability of Purchaser to carry out the terms of this contract. Purchaser has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery or performance by Purchaser of this contract.

Section 6. Seller's Obligations as to Leases

§6.01. Between the date of this contract and the Closing, Seller shall not, without Purchaser's prior written consent: (a) amend, renew or extend any Lease in any respect, unless required by law; (b) grant a Lease to any person or permit any person to enter into occupancy of any portion of the Premises; or (c) terminate any Lease except by reason of a default by the tenant thereunder.

§6.02. Seller shall not permit occupancy of, or enter into any new lease for, space in the Building which is presently vacant or which may hereafter become vacant without Purchaser's prior written consent. Seller shall give Purchaser written notice of the identity of the proposed tenant, together with (a) either a copy of the proposed lease or a summary of the terms thereof in reasonable detail and (b) a statement of the amount of the brokerage commission, if any, payable in connection therewith and the terms of payment thereof. If Purchaser objects to such proposed lease, Purchaser shall so notify Seller within 10 business days after receipt of Seller's notice if such notice was personally delivered to Purchaser, or within 15 business days after the mailing of such notice by Seller to Purchaser, in which case Seller shall not enter into the proposed lease.

§6.03. If any space is vacant on the Closing Date, Purchaser shall accept the Premises subject to such vacancy, provided that the vacancy was not permitted or created by Seller in violation of any restrictions contained in this contract. Seller shall not grant any concessions or rent abatements for any period following the Closing without Purchaser's prior written consent. Seller shall not apply all or any part of the security deposit of any tenant unless such tenant has vacated the Premises.

§6.04. Intentionally Omitted.

Section 7. Responsibility for Violations

§7.01. Purchaser will accept title subject to all non-monetary notes or notices of violations of law or governmental ordinances, orders or requirements and all monetary violations, penalties, fines, and judgments associated therewith (collectively, "Monetary Penalties") which are noted or issued prior to the Closing by any governmental department, agency or bureau having jurisdiction as to conditions affecting the Premises and all liens which have attached to the Premises prior to the Closing pursuant to the Administrative Code of the City of New York, if applicable.

§7.02. If required, Seller, upon written request by Purchaser, shall promptly furnish to Purchaser written authorizations to make any necessary searches for the purposes of determining whether notes or notices of violations have been noted or issued with respect to the Premises or liens have attached thereto.

Section 8. Destruction, Damage or Condemnation

§8.01. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this contract.

Section 9. Covenants of Seller

Seller covenants that between the date of this contract and the Closing:

§9.01. No fixtures, equipment or personal property included in this sale shall be removed from the Premises unless the same are replaced with similar items of at least equal quality prior to the Closing.

§9.02. Seller shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Premises for any fiscal period in which the Closing is to occur or any subsequent fiscal period without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. Real estate tax refunds and credits received after the Closing Date which are attributable to the fiscal tax year during which the Closing Date occurs shall be apportioned between Seller and Purchaser, after deducting the expenses of collection thereof, which obligation shall survive the Closing.

§9.03. Seller shall allow Purchaser or Purchaser's representatives, including inspectors retained by Purchaser to conduct physical, engineering, geotechnical, and environmental inspections of the Premises, including but not limited to, soil borings, Phase I and/or Phase II environmental assessments. Purchaser shall restore any damage to the Premises resulting from said inspections.

§9.07 Seller shall make best efforts together with Purchaser to deliver the Premises vacant and free of all Occupants (but subject to the rights of the Occupants pursuant to those certain Relocation Agreements described in Section 21 hereof (collectively, the "Relocation Agreement").

§9.08 Seller shall deliver the Premises in substantially the same condition it is in on the date hereof, subject to reasonable wear and tear.

Section 10. Seller's Closing Obligations

At the Closing, Seller shall deliver the following to Purchaser:

§10.01. The Nominee Agreement, properly executed and in proper form for recording so as to convey the equitable and beneficial title required by this contract.

§10.02. All Leases in Seller's possession, and an assignment of all of Seller's right, title and interest as landlord or otherwise under each of the Leases in respect of the Premises.

§10.03. A schedule of all security deposits (and, if the Premises contains six or more family dwelling units, the most recent reports with respect thereto issued by each banking organization in which they are deposited pursuant to GOL §7-103), if any, and a check or credit

to Purchaser in the amount of any cash security deposits, including any interest thereon, held by Seller on the Closing Date or, if held by an Institutional Lender, an assignment to Purchaser and written instructions to the holder of such deposits to transfer the same to Purchaser, and appropriate instruments of transfer or assignment with respect to any security deposits which are other than cash.

§10.04. Intentionally Omitted

§10.05. To the extent they are then in Seller's possession and not posted at the Premises, certificates, licenses, permits, authorizations and approvals issued for or with respect to the Premises by governmental and quasi-governmental authorities having jurisdiction.

§10.06. Such affidavits as Purchaser's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name.

§10.07. (a) Checks to the order of the appropriate officers in payment of all applicable real property transfer taxes and copies of any required tax returns therefor executed by Seller, which checks shall be certified or official bank checks if required by the taxing authority, unless Seller elects to have Purchaser pay any of such taxes and credit Purchaser with the amount thereof, and (b) a certification of non-foreign status, in form required by the Code Withholding Section, signed under penalty of perjury. Seller understands that such certification will be retained by Purchaser and will be made available to the Internal Revenue Service on request.

§10.08. To the extent they are then in Seller's possession, copies of current painting and payroll records. Seller shall make all other Building and tenant files and records available to Purchaser for copying, which obligation shall survive the Closing.

§10.09. A resolution of Seller's board of directors authorizing the sale and delivery of the deed and a certificate executed by the secretary or assistant secretary of Seller certifying as to the adoption of such resolution and setting forth facts showing that the transfer complies with the requirements of such law.

§10.10. Possession of the Premises in the condition required by this contract, vacant and free of all Leases (but subject to the Relocation Agreements) and Occupants, and keys therefor.

§10.11. A blanket assignment, without recourse or representation, of all Seller's right, title and interest, if any, to all contractors', suppliers', materialmen's and builders' guarantees and warranties of workmanship and/or materials in force and effect with respect to the Premises on the Closing Date and a true and complete copy of each thereof.

§10.12. A certificate of Seller confirming that the warranties and representations of Seller set forth in this contract are true and complete on and as of the Closing Date (the statements made in such certificate shall be subject to the same limitations on survival as are applicable to Seller's representations and warranties under §4).

§10.13. Any other documents required by this contract to be delivered by Seller.

Section 11. Purchaser's Closing Obligations

At the Closing, Purchaser shall:

§11.01. Deliver to Seller checks or wire transfer of immediately available federal funds to Seller, in payment of the portion of the Purchase Price payable at the Closing, as adjusted for apportionments under Section 12, and the Purchase Money Note as set forth in Schedule C.

§11.02. Cause the Nominee Agreement to be recorded, duly complete all required real property transfer tax returns and cause all such returns and checks in payment of such taxes to be delivered to the appropriate officers promptly after the Closing.

§11.03. Deliver any other documents required by this contract to be delivered by Purchaser.

Section 12. Apportionments

The Purchase Price shall not be subject to any apportionments between the parties at the Closing.

Section 13. Objections to Title, Failure of Seller or Purchaser to Perform and Vendee's Lien

§13.01. Purchaser shall promptly order an examination of title and shall cause a copy of the title report to be forwarded to Seller's attorney upon receipt. Seller shall be entitled to a reasonable adjournment or adjournments of the Closing for up to 30 days in the aggregate or until the expiration date of any written commitment of Purchaser's Institutional Lender delivered to Purchaser prior to the scheduled date of Closing, whichever occurs first, to remove any defects in or objections to title noted in such title report and any other defects or objections which may be disclosed on or prior to the Closing Date.

§13.02. If Seller shall be unable to convey title to the Premises at the Closing in accordance with the provisions of this contract or if Purchaser shall have any other grounds under this contract for refusing to consummate the purchase provided for herein, Purchaser, nevertheless, may elect to accept such title as Seller may be able to convey with a credit against the monies payable at the Closing equal to the reasonably estimated cost to cure the same (up to the Maximum Expense described below), but without any other credit or liability on the part of Seller. If Purchaser shall not so elect, Purchaser may terminate this contract and the sole liability of Seller shall be to refund the Downpayment to Purchaser and to reimburse Purchaser for the net cost of title examination, but not to exceed the net amount charged by Purchaser's title company therefor without issuance of a policy, and the net cost of updating the existing survey of the Premises or the net cost of a new survey of the Premises if there was no existing survey or the existing survey was not capable of being updated and a new survey was required by Purchaser's Institutional Lender. Upon such refund and reimbursement, this contract shall be null and void and the parties hereto shall be relieved of all further obligations and liability other than any arising under Section 14. Seller shall not be required to bring any action or proceeding or to incur any expense in excess of the Maximum Expense specified in Schedule D to cure any title defect or to enable Seller otherwise to comply with the provisions of this contract, but the

foregoing shall not permit Seller to refuse to pay off at the Closing, to the extent of the monies payable at the Closing, mortgages or other liens on the Premises which can be satisfied or discharged by payment of a sum certain.

§13.03. Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to a date not less than two days following the Closing Date, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing if Seller delivers to Purchaser on the Closing Date official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made a reasonable time before the Closing, Purchaser shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance and otherwise complying with §2.02. If Purchaser's title insurance company is willing to insure both Purchaser and Purchaser's Institutional Lender, if any, that such charges, liens and encumbrances will not be collected out of or enforced against the Premises, then, unless Purchaser's Institutional Lender reasonably refuses to accept such insurance in lieu of actual payment and discharge, Seller shall have the right, in lieu of payment and discharge to deposit with the title insurance company such funds or assurances or to pay such special or additional premiums as the title insurance company may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the title insurance company has agreed so to insure shall not be considered objections to title.

§13.04. If Purchaser shall default in the performance of its obligation under this contract to purchase the Premises, the sole remedy of Seller shall be to retain the Downpayment as liquidated damages for all loss, damage and expense suffered by Seller, including without limitation the loss of its bargain.

§13.05. Purchaser shall have a vendee's lien against the Premises for the amount of the Downpayment, but such lien shall not continue after default by Purchaser under this contract. In the event of a willful default by Seller hereunder, Purchaser shall retain all of its rights at law and equity, including, without limitation specific performance and damages.

Section 14. Broker

§14.01. If a broker is specified in Schedule D, Seller and Purchaser mutually represent and warrant that such broker is the only broker with whom they have dealt in connection with this contract and that neither Seller nor Purchaser knows of any other broker who has claimed or may have the right to claim a commission in connection with this transaction, unless otherwise indicated in Schedule D. The commission of such broker shall be paid pursuant to separate agreement by the party specified in Schedule D. If no broker is specified in Schedule D, the parties acknowledge that this contract was brought about by direct negotiation between Seller and Purchaser and that neither Seller nor Purchaser knows of any broker entitled to a commission in connection with this transaction. Unless otherwise provided in Schedule D, Seller and Purchaser shall indemnify and defend each other against any costs, claims or

expenses, including attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this paragraph. The representations and obligations under this paragraph shall survive the Closing or, if the Closing does not occur, the termination of this contract.

Section 15. Notices

§15.01. All notices under this contract shall be in writing and shall be delivered personally or shall be sent by prepaid registered or certified mail, or by prepaid overnight courier with receipt acknowledged, addressed as set forth in Schedule D, or as Seller or Purchaser shall otherwise have given notice as herein provided.

Section 16. Limitations on Survival of Representations, Warranties, Covenants and other Obligations

§16.01. Except as otherwise provided in this contract, no representations, warranties, covenants or other obligations of Seller set forth in this contract shall survive the Closing, and no action based thereon shall be commenced after the Closing.

§16.02. The delivery of the Nominee Agreement by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this contract to survive the Closing. The payment by Purchaser of the Purchase Price shall be deemed the full performance and discharge of every obligation on the part of Purchaser to be performed hereunder.

Section 17. Financing Contingency Period

§17.01. Purchaser shall have until December 31, 2015 (the "Financing Contingency Period") to obtain adequate financing, as determined by Purchaser in its sole discretion, to acquire the Premises and undertake the development and construction necessary for Purchaser's intended use of the Premises (the "Purchaser Financing"). In the event that Purchaser shall fail to secure the Purchaser Financing prior to the expiration of the Financing Contingency Period, Purchaser may terminate this contract by written notice to Seller, and Seller shall return the Downpayment to Purchaser, whereupon neither party shall have any further right, liability or obligation hereunder.

Section 18. Miscellaneous Provisions

§18.01. This contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this contract. Neither this contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

§18.02. This contract shall be governed by, and construed in accordance with, the law of the State of New York.

§18.03. Purchaser may assign this contract to an affiliate without the consent of Seller. Purchaser shall notify Seller of any such assignment.

§18.04. The captions in this contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

§18.05. This contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

§18.06. This contract shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

§18.07. As used in this contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

§18.08. If the provisions of any schedule or rider to this contract are inconsistent with the provisions of this contract, the provisions of such schedule or rider shall prevail. Set forth in Schedule D is a list of any and all schedules and riders which are attached hereto but which are not listed in the Table of Contents.

§18.09. This Agreement may be executed in .PDF or facsimile counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Section 19. Seller Contingency

§19.01. Seller's obligation to sell the Premises to Purchaser is contingent upon it receiving any required consent of HPD. Seller shall diligently pursue the securing of said consent and shall pay all fees, costs and expenses in connection therewith, and shall promptly provide all required information and documents to HPD. In the event that prior to the granting of the consent HPD requests changes to the terms of this contract, Seller shall notify Purchaser of such requested changes within five (5) days. After receipt of such notice, Purchaser shall have thirty (30) days within which to accept or reject such amended terms. If Purchaser accepts the amended terms the parties shall enter into an agreement amending this contract accordingly. If Purchaser rejects the proposed revisions or fails to timely notify Seller, then Seller shall pursue the Consent based on the original contract. In the event that the consent is denied, Seller shall refund the Downpayment and this agreement shall thereafter be deemed null and void and both parties shall have shall be released of all obligation and liability hereunder.

Section 20. Special Purchaser Obligations

§20.01 From and after the date hereof Purchaser shall make diligent and commercially reasonable efforts to secure acquisition and construction financing commitments and New York City Department of Building ("DOB") approvals so that Purchaser may undertake the acquisition of the Premises in accordance with the terms of this contract and, after Closing, the rehabilitation of the Premises pursuant to a scope of work determined by Purchaser and approved by HPD (the "Rehabilitation Work"). It is anticipated that the Rehabilitation Work will commence promptly after the Closing.

§20.02 From and after the Closing, Purchaser shall make diligent and commercially reasonable efforts to secure the necessary consents and approvals of HPD and the New York State Office of the Attorney General for the creation after Closing of a housing cooperative at the Premises which would constitute "Homeownership Affordable Housing" in accordance with §23-90 et seq. of the New York City Zoning Resolution and the regulations promulgated in connection therewith, as amended from and after the date hereof (the "Inclusionary Program" and the "Project"). Dwelling units in the Project will be made available for purchase by the existing tenants of the Premises and other qualified purchasers at purchase prices not to exceed the amount permitted under the Inclusionary Program.

§20.03 [Intentionally Omitted]

§20.04 In accordance with the Relocation Agreement (as defined in §21.01 below), Purchaser will pay the Relocation Stipend (as defined in §21.01 below) to the Occupants (as defined in §21.01 below).

§20.04 The obligations of Purchaser under this Section 20 shall survive Closing.

Section 21. Special Seller Obligations

§21.01 Seller has entered into an agreement substantially in the form attached hereto as Schedule G (the "Relocation Agreement") with each Occupant set forth on Schedule E. Commencing six (6) months after Closing, Purchaser shall provide Seller with quarterly updates as to the progress of construction of the Project and the expected approximate date of issuance of the TCO. Seller shall convey such updates to the Occupants. The Occupants, their apartment number and apartment size are listed in Exhibit E attached hereto. Each Occupant's respective unit will be subject to restrictions on prospective sales, purchase prices, profit, and operations, among other things, as set forth in the Inclusionary Program.

§21.02 Seller covenants and agrees that in the event that any Occupant fails to vacate their apartment at least 30 days prior to the Closing date (a "Holdover Occupant"), Seller shall immediately take any and all actions necessary to remove such Holdover Occupant from the Premises, including, without limitation, the commencement of summary eviction proceedings (collectively "Eviction Steps"). In the event that Seller shall fail to timely take adequate Eviction Steps to remove the Holdover Occupant from the Property, Purchaser shall have the right, but not the obligation, upon seven (7) days' notice from Purchaser, to undertake the Eviction Steps on behalf of the Seller, at Purchaser's expense, unless Purchaser retains Seller's preferred attorney to undertake the Eviction Steps. Purchaser shall provide Seller with not less than 30 days written notice of the estimated date of Closing (the "Closing Notice"), it

being acknowledged that such date shall be approximate and subject to change and that any such change shall not require an additional 30 day notice.

§21.03 Seller will be responsible for the following tasks, at its sole cost and expense:

(a) working with the Purchaser to secure the support of the Occupants for the Project;

(b) working with Purchaser and its consultants in the preparation and presentation of the proposed plan to HPD and assisting in securing support from HPD for the plan;

(c) providing training to the Occupants in cooperative administration and any other trainings required by HPD;

(d) marketing the affordable units in the Project to the extent that there are units available for purchase by other than Occupants.

§21.04 In furtherance of the Rehabilitation Work, Seller will cooperate, for with all reasonable requests of Purchaser for Seller to execute and deliver applications, certifications, and agreements required in connection with Seller's fee ownership of the Premises, all of which will be prepared by or on behalf of Purchaser, and at the cost of Purchaser, including without limitation: (i) application for exemption from mortgage recording tax; (ii) application for sales tax exemption; (iii) application for exemption from real property transfer tax; and (iv) application for participation in the Inclusionary Program and the execution of any documents required in connection with the sale of the zoning bonus relating to such participation (the "Zoning Bonus"). In accordance with the Nominee Agreement, Seller agrees and acknowledges that, notwithstanding its fee ownership of the Premises, it shall have no right, title, or interest in or to any portion of the proceeds of the sale of the Zoning Bonus or any other revenue or income generated by or relating to the Premises from and after the Closing.

§21.05 On the Closing Date Seller (or its designated affiliate) and Purchaser will, subject to the approval of HPD, enter into an Administering Agent Agreement (the "AA Agreement") pursuant to which Seller or its designated affiliate will provide certain marketing and monitoring services to Purchaser in connection with the Premises. Purchaser's obligations under the AA Agreement will be assigned to the cooperative corporation upon conversion to cooperative ownership. In connection with the initial income certification and marketing required under the AA Agreement, Seller will be paid a fee to be reasonably agreed upon by Purchaser and Seller and approved by HPD.

§21.05 The obligations of Seller under this Section 21 shall survive Closing.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

Seller:
UHAB Housing Development Fund Corporation

By:_____
Name: Andrew Reicher
Title: President

Purchaser:
B&N HOUSING LLC

By:_____
Name: Juan Barahona
Title: Day to Day Manager

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

Seller:
UHAB Housing Development Fund Corporation

By:_____
Name: Andrew Reicher
Title: President

Purchaser:
B&N HOUSING LLC

By:_____
Name: Juan Barahona
Title: Day to Day Manager

Schedule A

DESCRIPTION OF PREMISES

(to be attached separately and to include tax map designation)

PARCEL 1 (Block 406, Lot 27)

ALL that certain plot, piece or parcel of land situate, lying and being in the City, County and State of New York, designated on the Tax Map of the City of New York as of July 16, 2002: Block 406, Lot 27.

Metes and bounds description as Surveyed:

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 13th Street, distant 95 feet westerly from the comer formed by the intersection of the southerly side of 13th Street with the westerly side of Avenue B;
RUNNING thence southerly, parallel with the westerly side of Avenue B, 70 feet;
THENCE westerly, parallel with the southerly side of 13th Street, 35 feet 3-112 inches;
THENCE northerly, parallel with the westerly side of Avenue B, 70 feet to the southerly side of 13th Street;
THENCE easterly, along the southerly side of 13th Street, 35 feet 3-1/2 inches to the point or place of BEGINNING.

PARCEL 2 (Block 393, Lot 47)

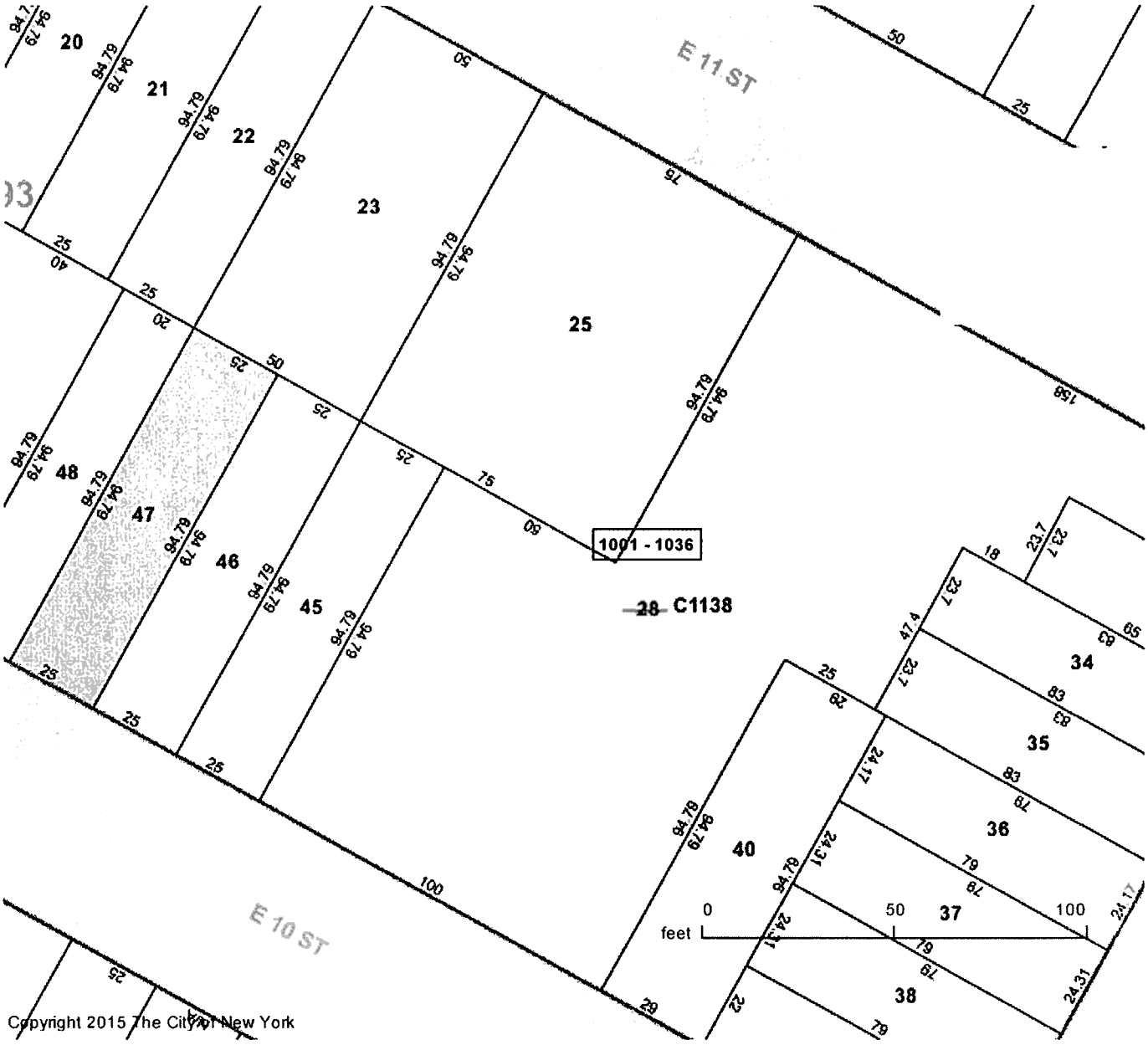
ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan of the City of New York, in the County and State of New York, known as No. 377 East 10th Street, New York City, and also known and distinguished on a certain map entitled, "Map of 240 lots of land situate at Burnt Mill Point in the Eleventh Ward of the City of New York", as Lot No. 160 and bounded and described as follows:

BEGINNING at a point on the northeasterly side of Tenth Street, distant 393 feet southeasterly from the easterly comer of Tenth Street and Avenue B;
THENCE northeasterly parallel with Avenue B, 94 feet 9 inches to the center line of the block between Tenth and Eleventh Streets;
THENCE southeasterly along said center line 25 feet to the northwesterly line of Lot Number 379 East Tenth Street, New York City;
THENCE southwesterly along said last mentioned line and part of the distance through a party wall, 94 feet 9 inches to Tenth Street aforesaid; and
THENCE northwesterly along said Tenth Street, 25 feet to the point or place of BEGINNING, be the several distances and dimensions more or less.

Digital Tax Map - New York City Dept. of Finance (9/30/2015)

Borough Boundary		C50	Condo Flag/Condo Nunber
Tax Block Boundary		A50	Air Right Flag/Lot Number
50	Tax Block Number	S50	Subterranean Right Flag/Lot Number
Tax Lot Boundary		R	REUC Flag
50	Tax Lot Number		Under Water Tax Lot Boundary
~~50~~	Condo FKA Tax Lot Number		Other Boundary
50.5	Tax Lot Dimension		Possession Hook
+/-5.5	Approximate Tax Lot Dimension	Misc	Miscelaneous Text
1500 - 1550	Condo Units Range Label		Small Tax Lot Dimension
	Building Footprint		Surface Water

Digital Tax Map - New York City Dept. of Finance (9/30/2015)



Borough Boundary		C50	Condo Flag/Condo Nunber
Tax Block Boundary		A50	Air Right Flag/Lot Number
50	Tax Block Number	S50	Subterranean Right Flag/Lot Number
Tax Lot Boundary		R	REUC Flag
50	Tax Lot Number		Under Water Tax Lot Boundary
~~50~~	Condo FKA Tax Lot Number		Other Boundary
50.5	Tax Lot Dimension		Possession Hook
+/-5.5	Approximate Tax Lot Dimension	Misc	Miscelaneous Text
1300 - 1350	Condo Units Range Label	O	Small Tax Lot Dimension
	Building Footprint		Surface Water

Schedule B

PERMITTED EXCEPTIONS

1. Zoning regulations and ordinances which are not violated by the existing structures or present use thereof and which do not render title uninsurable.

2. Consents by the Seller or any former owner of the Premises for the erection of any structure or structures on, under or above any street or streets on which the Premises may abut.

3. Rights of Occupants under the Relocation Agreement.

4. Unpaid installments of assessments not due and payable on or before the Closing Date.

5. (a) Rights of record of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Premises, provided that none of such rights imposes any monetary obligation on the owner of the Premises.

(b) Encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Premises over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Premises.

(c) Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Premises.

(d) Any state of facts that an accurate survey would disclose, provided that such facts do not render title uninsurable on the 2006 ALTA Owner's Policy form without special exception or additional premium.

Schedule C

PURCHASE PRICE

The Purchase Price shall be paid as follows:

(a)	By check or checks delivered to Seller at the Closing in accordance with the provisions of §2.02:	$745,043 as reimbursement to Seller of reimbursable expenses previously funded by Seller in connection with the carrying of the Premises.
(b)	By delivery by Purchaser to Seller of a purchase money note in the form attached hereto as Schedule G (the "Purchase Money Note"):	$100,000, as the remainder of the reimbursable expenses previously funded by Seller in connection with the carrying of the Premises.
Purchase Price		845,043, subject to adjustment as set forth above

Schedule D

MISCELLANEOUS

1. Title insurer designed by the parties (§1.02): All New York Title Insurance Agency, Inc.

2. Last date for consent by Existing Mortgagee(s) (§2.03(b)): N/A

3. Maximum Interest Rate of any Refinanced Mortgage (§2.04(b)): N/A

4. Prepayment Date on or after which Purchase Money Mortgage may be prepaid (§2.04(c)): N/A

5. Seller's tax identification number (§2.05): 13-4188404

6. Purchaser's tax identification number (§2.05): 47-3707626

7. Scheduled time and date of Closing (§3.01): Simultaneously with Purchaser's closing on acquisition and construction financing for the Premises

8. Place of Closing (§3.01): Office of counsel to Purchaser or Purchaser's construction lender

10. Maximum Amount which Seller must spend to cure violations, etc. (§7.02): $0

11. Maximum Expense of Seller to cure title defects, etc. (§13.02): $0

12. Broker, if any (§14.01): None

13. Party to pay broker's commission (§14.01): N/A

17. Address for notices (§15.01):

If to Seller:
UHAB Housing Development Fund Corporation
120 Wall Street
New York, New York 10005
Attn: Anya Irons, Esq.

If to Purchaser:
c/o BFC Partners
150 Myrtle Avenue
2nd Floor
Brooklyn, NY 11201
Attn: Donald Capoccia

with a copy to Purchaser's attorney:
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attn: Oliver G. Chase, Esq.

18. Limitation Date for actions based on Seller's surviving representations and other obligations (§16.01): None

19. Additional Schedules or Riders (§17.08):
Schedule E – List of Occupants with Relocation Agreements
Schedule F – Relocation Agreement
Schedule G – Purchase Money Note

Schedule E

LIST OF OCCUPANTS WITH RELOCATION AGREEMENTS

- Frank Morales
- Silvio Molina
- Eric Rassi
- Boniface Murara
- Lora Rassi
- Kaneza Schaal
- Horacio Molina
- Isabel Angel
- Mario Bustamante
- Karen O'Sullivan
- Marta Cook
- Alfa Diallo
- John Klemann
- Greg Dawson
- Gerald Feldman AKA Rex Hughes
- Andrew Washington
- Janet Sing
- Annie Wilson Miquet
- Hector Quintana
- Nicolas Scott
- Clay Dawson
- Isabel Celeste Dawson

Schedule F

FORM OF RELOCATION AGREEMENT

UHAB HDFC
120 Wall St 20th Fl
NYC NY 10005
PHONE: 212-479-3300 FAX: 212-344-6457

TEMPORARY APARTMENT RELOCATION AGREEMENT

AGREEMENT MADE by and between **UHAB Housing Development Fund Corporation (UHAB HDFC)**, a New York State, not-for-profit, Private Finance Housing Law, 501(c)3, with offices at **120 Wall Street, 20th Floor New York, NY**, hereinafter referred to as "Owner," and ___Hector Quintana___, and the undersigned occupant of the building located at **377 E10th St NYC NY 10009** (the "Building"), hereinafter referred to as "Occupant" and B&N Housing LLC with offices at 150 Myrtle Avenue, Suite 2, Brooklyn, NY 11201, hereinafter referred to as "Developer". Hereinafter, Owner, Occupant, and Developer shall collectively be referred to as "the parties".

WHEREAS, Occupant resides in Apartment ___1B___ at **377 E10th St** ("Current Primary Residence", after renovation will be the "New Primary Residence") and the Owner and Developer are working towards the rehabilitation of the Building;

WHEREAS, Owner, as a part of the redevelopment process, has identified certain work that is necessary for the improvement of the building and safety of its occupants, which can only be performed safely once Occupant has been relocated ("Rehabilitation Work");

WHEREAS, Owner has designated Developer as the party responsible for performing the Rehabilitation Work;

WHEREAS, Occupant has agreed to temporarily relocate to facilitate and expedite the Rehabilitation Work,

NOW, THEREFORE, the parties agree as follow:

1. Occupant has agreed to temporarily re-locate to a suitable temporary apartment ("Temporary Relocation Apartment"), and pay a monthly rent based upon 30% of 30% of Area Median Income per month as outlined in **Exhibit A**. Occupant will be provided with the Temporary Relocation Apartment for the safety and comfort of Occupant while the Rehabilitation Work takes place. The Temporary Relocation Apartment will be habitable under prevailing standards, suitable to Occupant's current household size, not to be any larger than the Current Primary Residence. For the purposes of this Temporary Relocation Agreement only, Occupant understands that if their Current Primary Residence has an excessive number of bedrooms relative to Occupant's household size, Occupant may be provided with a Temporary Relocation Apartment with a smaller bedroom count suitable to Occupant's household size. Owner will, in consultation with Occupant, locate a Temporary Relocation Apartment of suitable geographic location within the area of Current Primary Residence, or outside the area of Current Primary Residence if Occupant approves. Occupant will occupy the Temporary Relocation Apartment pursuant to the attached License Agreement with the owner of the building where the Temporary Relocation Apartment is located.

   Occupant agrees that he/she is responsible for packing all personal possessions for the move into Temporary Relocation Apartment and that he/she will move and fully vacate current premises within 30 days of receiving the **Temporary Relocation Move Notice** (attached herein as **Exhibit B**) unless otherwise extended by express consent of UHAB HDFC and/or Developer prior to the expiration of the 30 day period. Such consent shall not be unreasonably withheld. Developer will be responsible for the overall moving of all furniture and packed, boxed and otherwise packaged personal belongings, including the costs of moving including the costs of transferring utility accounts. Occupant is personally responsible for moving any valuable and sentimental items to Temporary Relocation Apartment. The Occupant shall indemnify Developer against any liability resulting from said items' theft or destruction.

2. If the Occupant chooses to 'self-relocate', this choice must be made by the Occupant, in writing to Owner, no later than 5 days following receipt of the **Temporary Relocation Move Notice**, unless otherwise extended by express consent of Developer prior to the expiration of the 5 day period. Notice shall include Temporary Relocation Apartment address for contact purposes.

3. If the Occupant chooses to 'self-relocate' without a signed occupancy lease or License Agreement, Occupant forfeits Developer's responsibility for all relocation related expenses, including but not limited to; rent, the overall moving of furniture, boxed and otherwise packaged personal belongings, including the costs of moving.

4. Occupant will be allowed to move back into Apartment __1B____ at the Building once the Rehabilitation Work is completed ("New Primary Residence"). The Rehabilitation Work shall be completed in approximately 24 months from the date of this Temporary Relocation Agreement. Occupant agrees that he/she will relocate back to New Primary Residence at the Building within 30 days of receiving the **Return Move Notice** (attached herein as **Exhibit C**). Upon written request, the Occupant shall be entitled to one thirty (30) day extension of the closing and moving dates set forth above, but only if such newly extended closing and moving dates are no more than 60 days from the date of this notice and such request is made in writing to UHAB HDFC and/or B&N Housing LLC. In preparation for moving back to New Primary Residence, Occupant agrees that he/she will again be responsible for packing all his/her personal possessions. Developer will be responsible for moving Occupant's belongings into the New Primary Residence at the Building, including the costs of moving. Occupant is personally responsible for moving any valuable and sentimental items to New Primary Residence. The Occupant shall indemnify Developer against any liability resulting from said items' theft or destruction. In the event the rehabilitation work is not completed within 24 months, developer shall pay cost of rent of relocation apartment until work is complete and occupant returns there.

5. Occupant acknowledges that failure to materially comply with their License Agreement in the Temporary Relocation

Apartment, including non-payment of License Fee (defined in License Agreement), will result in housing court proceeding against Occupant to evict Occupant from Temporary Relocation Apartment and the New Primary Residence.

6. Occupant agrees to pay for any assessed damages done to Temporary Relocation Apartment by Occupant, if any, other than ordinary wear and tear within 30 days of assessment.

7. Provided the New Primary Residence is habitable and ready for occupancy, Owner and/or Developer will notify Occupant that he/she has 30 days' to move into the New Primary Residence. If Occupant fails to be prepared to move into New Primary Residence within the 30 day period of notice that New Primary Residence is habitable and ready for occupancy, housing court proceedings may be commenced to evict Occupant from the Temporary Relocation Apartment, unless Owner and Occupant otherwise agreed in writing to an alternate arrangement. If the Occupant does not sign a purchase agreement and/or pre-close on the purchase of the New Primary Residence pursuant to the purchasing procedure as described in the cooperative information package and prior to taking occupancy of Apartment 16R at 377 E10th St., Occupant must execute a rent stabilized lease for the apartment, which shall be forwarded by UHAB under a separate letter, at least 30 days prior to the move in date.

8. Material default under the terms and conditions of this agreement, will result in eviction proceedings from the New Primary Residence and the loss of all Occupants present and future right, title, and interest in any apartment at the Building. **Default under this agreement will result in eviction proceedings from** Temporary Relocation Apartment. Notwithstanding the aforesaid, in no default shall be taken until the occupant has had notice and opportunity to cure on the terms set forth in paragraph 5(b) of the License Agreement as annexed hereto.

9. Occupant understands that the Building is being rehabilitated through the City of New York Department of Housing Preservation and Development's ("HPD") Inclusionary Housing Program and the Participation Loan Program (collectively the "Programs"), and that the Building is being converted into a low-income housing cooperative. In accordance with the terms and conditions of the Programs, the Occupant will only be able to purchase shares in the cooperative if Occupant (and all members of its household) meet the eligibility requirements set forth in **Exhibit D** If the Occupant (and all members of its household) do not meet eligibility requirements, the Occupant will be permitted to rent the New Primary Residence as a rent stabilized tenant. **In accordance with the terms and conditions of the Programs (as defined in this Paragraph 9 of the Temporary Apartment Relocation Agreement), prior to, or upon relocating to the New Primary Residence, Occupant will be provided the opportunity to purchase shares and a proprietary lease in the cooperative if Occupant (and all members of its household) meet the eligibility requirements set forth in Exhibit D. If the Occupant (and all members of its household) do not meet eligibility requirements, upon relocating to the New Primary Residence, Occupant will be permitted to rent the New Primary Residence as a rent stabilized tenant in accordance with Paragraph 4 of Exhibit D attached hereto.**

10. Occupant understands that once returned to the New Primary Residence, Occupant will pay an initial monthly maintenance charge or rent of 30% of 50% of AMI as outlined in **Exhibit A.**

11. If Occupant has agreed to purchase the New Primary Residence and has paid the required down payment (which is expected not to exceed $500 of the $2,500 total purchase price), Owner agrees to assist Occupant in identifying financial assistance for the balance of the purchase price. However, Occupant remains solely responsible for securing the financial assistance in a timely manner after the sources have been identified.

Na Head of Household Apt — Date 8/13/15

[Owner] — Date

B&N Housing LLC — Date 8/11/2015

Schedule G

FORM OF PURCHASE MONEY NOTE

PURCHASE MONEY NOTE

$100,000 New York, New York _____ __, 2015

FOR VALUE RECEIVED, B&N HOUSING LLC, a New York limited liability company having an address at 150 Myrtle Avenue, Suite 2, Brooklyn, NY 11201 (the "Maker"), promises to pay to the order of UHAB HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation having an address at 120 Wall Street, 20th Floor, New York, New York 10005, (the "Holder"), or at such other place as may be designated in writing by the Holder, the principal sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000) (the "Principal Sum"), without interest. The principal sum shall be due and payable on the sooner of (i) thirty six (36) months from the date hereof and (ii) the date of Maker's closing on the sale of inclusionary air rights sufficient for Maker to repay in full the Superior Mortgages (as defined below)(the "Maturity Date"). Prior to the Maturity Date, no payments shall be due and payable. The Principal Sum may be prepaid in whole or in part, from time to time, without penalty.

The rights of Holder hereunder shall be subordinate in all respects, including but not limited to payment and priority, to those mortgages listed on the attached Schedule A (collectively and including any extensions, modifications, assignments, replacements and renewals thereof, the "Superior Mortgages"), each encumbering the real property known as 544 East 13th Street and 377 East 10th Street, New York, New York (the "Project").

For as long as any of the Superior Mortgages remain outstanding, Holder shall not exercise any of the remedies provided for in this Note or modify the terms of this Note without the prior written consent of each holder of the Superior Mortgages, which consent may be withheld in the sole and absolute discretion of such holders.

Presentment for payment, notice of dishonor, protest, and notice of protest are hereby waived.

This Note may not be changed or terminated orally.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first written above.

MAKER:

B&N HOUSING LLC

By: _____
Name: Juan Barahona
Title: Day to Day Manager

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: _____

Address: _____

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: _____

Address: _____

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: _____

Address: _____

I represent: _____

Address: _____

Please complete this card and return to the Sergeant-at-Arms

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: Lucy Lee

Address: _____

I represent: NYPD

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: Josh Levin

Address: _____

I represent: NYPD

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: 10/12/2024

(PLEASE PRINT)

Name: Evan Ma

Address: _____

I represent: Brooklyn Defender Services

Address: _____

Please complete this card and return to the Sergeant-at-Arms

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. 994-2024 Res. No. _____

☑ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Caleb Smith

Address: _____

I represent: WE ACT for Environmental Justice

Address: _____

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. 994 Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Israel Sanchez

Address: 50 Broad St, 14th Flor

I represent: ANHD

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: 11/12/2024

(PLEASE PRINT)

Name: Evan Henley

Address: _____

I represent: The Legal Aid Society

Address: 49 Thomas Street, Floor 5, New York, NY 10013

Please complete this card and return to the Sergeant-at-Arms

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. 0994 Res. No. _____

☒ in favor ☐ in opposition

Date: 11/12/24

(PLEASE PRINT)

Name: Diana Hernandez

Address: _____

I represent: Columbia University

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: Justin LaMont

Address: 100 William St, 6th Flr, N.Y., NY

I represent: Mobilization for Justin

Address: See above

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. 622 Res. No. _____

☒ in favor ☐ in opposition

Date: 11/12/24

(PLEASE PRINT)

Name: MICHAEL GRINTHAL

Address: [redacted] BROOKLYN

I represent: TAKEROOT JUSTICE

Address: 123 WILLIAM ST, NY NY

Please complete this card and return to the Sergeant-at-Arms

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. 962/994 Res. No. _____

☒ in favor ☐ in opposition

Date: 11/12

(PLEASE PRINT)

Name: Whitney Ha

Address: [redacted] NY 11232

I represent: Churches United for Fair Housing

Address: 7 Metrotech Center Blvd Ste 11706

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. 994 Res. No. _____

☐ in favor ☐ in opposition

Date: 11/12/24

(PLEASE PRINT)

Name: Sarah Dewey

Address: _____

I represent: New York City Independent Budget Office

Address: 110 William St. 14th Fl NY NY 10038

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: 11/12/24

(PLEASE PRINT)

Name: Christopher Leon Johnson

Address: [redacted]

I represent: Self

Address: _____

Please complete this card and return to the Sergeant-at-Arms