

# TENANT ASSOCIATION

188 E 93RD STREET NEW YORK NY 10128

We, the Tenant Association of 188 East 93d Street, request that Sky Management provide the services and abide by the laws, regulations, and policies listed below. We require a written response no later than November 20, 2003, and resolution by December 4, 2003.

## 1) Administer Leases and Rents According to Law

### a) Lease Renewals

Return fully-executed leases within 30 days. Sky Management has made a practice of withholding fully executed renewal leases, failing to return them to tenants within 30 days as required by law. Some tenants have been forced to visit Sky Management's offices to request the lease in person, show ID, and/or admit a Sky Management agent into their apartment for inspection before the fully executed renewal lease is surrendered. None of these conditions are required by law for a rent stabilized tenant to receive a fully executed renewal lease he or she has already signed. Sky Management must abide by the lease administration time frames set by law:

The owner must give written notice of lease renewal by mail or personal delivery not more than 150 days and not less than 90 days before the existing lease expires. The offer to renew the lease for New York City tenants must be on a Renewal Lease Form [DHCR form RTP-8]. . . .

After the renewal offer is made, the tenant has 60 days to accept. If the tenant does not accept within this 60 day period, the owner may refuse to renew the lease and may also proceed in court to have the tenant evicted.

When a tenant signs the Renewal Lease Form and returns it to the owner, the owner must return the fully signed and dated copy to the tenant within 30 days. A tenant does not sign a new lease since all lease renewals must be on the Renewal Lease Form [DHCR form RTP-8].

If the owner does not return a copy of the fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed lease from the tenant, the tenant may file the Tenant's Complaint of Owner's Failure to Renew Lease and /or Failure to Furnish a Copy of a Signed Lease [DHCR form RA-90]. (*DHCR Fact Sheet #4*)

### b) Renewal Lease Riders

Do not attach lease riders to renewal leases except as required by law. In recent months, tenants have been receiving renewal leases with riders attached concerning mold. A landlord may not change the terms of a rent stabilized lease except as specified by law.

The [Rent Stabilization] Code allows the landlord to add certain riders to any renewal lease. These riders are limited to those that:

- follow from a judicial decision
- allow the rent to be increased if the Rent Guidelines Board guidelines affecting the lease have not yet been set at the time the renewal is offered
- allow the rent to be increased during the lease upon an order of the DHCR, (MCI's)
- allow the rent to be increased during the lease based on a DHCR-ordered hardship rent decision
- allow the lease to be renewable for only a three year period after a building's coop conversion in an eviction plan has been declared effective
- allow escalation based upon Sections 421-a and 423 of the Real Property Tax Law
- notify the tenant of the landlord's duties to provide window guards

The Code provides that leases be renewed with the same terms in the expiring lease, and that the landlord is prohibited from inserting clauses that are more restrictive, except for the above riders. Usually, the first lease sets the guidelines in these circumstances, and restrictive clauses added to a renewal lease are unenforceable and may be ignored by the tenant. (*Community Training and Resource Center Fact Sheet #100*)

**c) Receipts**

Provide written receipts for payments. Sky Management, when asked in writing for receipt of payment, has refused, stating that the tenant's cashed check is their receipt. This is illegal. Please supply receipts as required by law.

Upon the receipt of rent for residential premises in the form of cash or any instrument other than the personal check of the tenant, it shall be the duty of the landlord to provide the payor with a written receipt containing the following:

1. The date;
2. The amount;
3. The identity of the premises and period for which paid;  
and
4. The signature and title of the person receiving the rent.

Where a tenant, in writing, requests that a landlord provide a receipt for rent paid by personal check, it shall be the duty of the landlord to provide the payor with the receipt described in subdivision (a) of this Section for each such request made in writing. (New York State Real Property Law (Rpl), Laws 1909, Chap. 52, Article 7, Sec. 235-e)

**d) Provide Pest Control**

The building is infested with mice, cockroaches, and water bugs (giant cockroaches). Currently, extermination services are being performed once per month. More frequent extermination services are required, along with elimination of harborages (garbage in the courtyard) and repair of baseboard holes and other vermin entry points in individual apartments. Additionally, to facilitate elimination of vermin from the building, Sky Management needs to offer tenants options concerning times and types of extermination services.

Landlords ... have a legal duty to keep every part of a multiple dwelling clean and free of vermin, dirt, garbage or other offensive material. (*Multiple Dwelling Law Sec. 78; 80; Multiple Residence Law Sec. 174*)

Rodent and insect eradication; mandatory extermination:

a. The owner or occupant in control of a dwelling shall keep the premises free from rodents, and from infestations of insects and other pests, and from any condition conducive to rodent or insect and other pest life.

b. When any premises are subject to infestation by rodents or insects and other pests, the owner or occupant in control shall apply continuous eradication measures. (*Housing Maintenance Code, Chapter 2, Subchapter 3, Article 2, Sec. 27-2018*)

Elimination of harborages:

All building material, lumber, boxes, cartons, barrels, containers, machinery, raw material, fabricated goods, junk, food, animal feed and any other substance which may afford harborage or provide food for such rodents or insects and other pests shall be kept stored or handled by the owner and tenants of every dwelling in such manner as the department may require. The department may make orders to eliminate rat harborages to the person who is responsible for the conditions. The department shall uncover and inspect periodically all structural harborages, which cannot be eliminated from dwellings. (*Housing Maintenance Code, Chapter 2, Subchapter 3, Article 2, Sec. 27-2019*)

e) **Maintain Building Security**

Please maintain building security.

Landlords are required to take minimal precautions to protect against foreseeable criminal harm. For example, tenants who are victims of crimes in their building or apartment, and who are able to prove that the criminal was an intruder and took advantage of the fact that the entrance to the building was negligently maintained by the landlord, may be able to recover damages from the landlord. (*"Tenant's Rights Guide," Office of the New York State Attorney General, 1999*)

**(1) Intercoms**

The intercom system breaks down frequently. Please keep the intercom system in continuous and proper working order. Repair it promptly when it requires service.

**(2) Maintaining doors and locks**

Locks on the main entrance and lobby doors need replacement. Locks fail frequently and doors are difficult to open and close.

**(3) Keeping doors shut**

Sky Management personnel, including maintenance and construction workers, routinely leave the 93<sup>rd</sup> Street door and the doors of 1656 Third Avenue and 1658 Third Avenue propped open while performing their duties. These doors must be kept closed and locked at all times.

**(4) Showing apartments to prospective tenants**

Sky Management has made a practice of advertising available apartments and then giving building and apartment keys to people walking into its offices from the street. Alternatively, prospective tenants are sent to 188 E 93<sup>rd</sup> Street, where they randomly buzz tenants on the intercom until they find someone who will let them in. Please ensure that available apartments are shown only by licensed real estate agents and representatives of Sky Management.

**(5) Identification of Sky Management agents and contractor**

Require that all Sky Management agents present identification to tenants upon demand. A common way for criminals to gain access to apartments is to pose as officials, such as utility company employees, police officers, or landlord agents. Please ensure that all Sky Management agents, real estate agents, and contractors working on the premises carry identification to be presented to tenants upon demand. Additionally, please ensure representatives in Sky Management's office are prepared to answer tenant calls asking for ID verification of persons claiming to be a Sky Management agents or contractors.

2) **Clean Up Garbage and Recycling in the Courtyard**

Garbage and recyclables are piling up in the courtyard between collection days. Provide enough garbage cans to contain waste for 72 hours; repair or replace the existing garbage bin; and build new garbage bins to hold additional garbage cans.

The owner of a dwelling containing two or more dwelling units, and the occupant of a single family dwelling shall keep the roof, yard, courts and other open spaces clean and free from dirt, filth, garbage or other offensive material. (*Housing Maintenance Code, Chapter 2, Subchapter 2, Article 2, Sec. 27-2010*)

The owner or occupant in control of a dwelling shall provide and maintain metal cans, or other receptacles jointly approved as to specifications by the Department, the Department of Sanitation and the Department of Health, for the exclusive use of each building, which shall be of sufficient size and number to contain the wastes accumulated in such building during a period of seventy-two hours. No receptacle shall be filled to a height so as to prevent the effective closure thereof and no receptacle shall weigh more than one hundred pounds when filled. The receptacles shall be so constructed as to hold their contents without leakage. Metal cans shall be provided with tight-fitting covers and other receptacles shall be effectively closed when requested by the Department of Sanitation, the owner or occupant in control shall separate and place in separate

receptacles, ashes, organic and inorganic wastes. Nothing contained in this subdivision shall prevent the department, the Department of Sanitation and the Department of Health from jointly approving as to specifications other systems for the disposal of waste utilizing containers of larger size and different construction as may be appropriate for such systems (*Housing Maintenance Code, Chapter 2, Subchapter 2, Article 5, Sec. 27-2021*)

### 3) **Maintain Interior Common Areas**

Landlords ... have a legal duty to keep every part of a multiple dwelling clean and free of vermin, dirt, garbage or other offensive material. (*Multiple Dwelling Law Sec. 78; 80; Multiple Residence Law Sec. 174*)

#### **(1) Cleaning**

Provide adequate cleaning supplies to maintain lobbies, hallways, and stairs. Our building superintendent, Mario, is both dependable and meticulous in his work. However, the building is very old, and cleaning the lobbies, hallways, and stairs – in their present condition – is beyond the capabilities of the cleaning equipment available to him: a broom, string mop, bucket, and bottles of Windex and Pine sol. Please provide adequate cleaning supplies, such as a steam cleaner, to remove the 74 years of grime built up in the building's interior common areas.

#### **(2) Painting and Repair**

Paint the lobbies, hallways, and stairwells, and paint and repair handrails on the stairs. The lobbies, hallways, stairwells, and stairway handrails are in desperate need of paint. In addition, some stairway handrails are loose.

### 4) **Maintain Ventilation**

Repair ventilation fans on the roofs of all three buildings and clean ventilation shafts to eliminate black soot. Ventilation fans on the roofs of all three buildings are not running, according to an engineer's inspection in July 2003 and reinspection in October 2003, and many tenants are bothered by black soot coming out of airshaft vents in their kitchens and bathrooms.

Every kitchenette constructed after July first, nineteen hundred forty-nine, shall be provided with a window opening upon a street or upon a yard, court, shaft, or upon any space above a setback. Such window shall be at least one foot wide, have a total area of at least three square feet and be at least ten per centum of the superficial floor area of such kitchenette. In lieu of such window, such kitchenette may be provided with mechanical ventilation to provide at least six changes per hour of the air volume of such kitchenette or, when such kitchenette is on the top story, may have a skylight at least one foot wide with a total area of at least four square feet or one-eighth of the area of the kitchenette, whichever is greater, and shall have ventilating openings of at least one-half of the area of the skylight. (*Multiple Dwelling Law, Article 3, Title 1, Sec. 33c; Housing Maintenance Code, Subtitle III, Sec. D26-32.03b*)

A kitchenette shall be deemed to be in compliance with this section if it was accepted or approved by the department on or before July 1, 1952, and if it was maintained in accordance with such acceptance or approval. (*Housing Maintenance Code, Subtitle III, Sec. D26-32.03d*)

In every water closet compartment, bathroom and general toilet room one of the following requirements for light and ventilation shall be met:

1. There shall be a window opening upon a street, yard, court, partially enclosed balcony or space above a setback, on an offset or recess which may be less than six feet in width. Every such window shall be at least three square feet in area and one-half of its area shall open.
2. If the water closet compartment, bathroom or general toilet room is either located on the top story or is underneath the bottom of a lawful shaft or court, it may be lighted and ventilated by a skylight in the roof. Such skylight shall contain three square feet of glazed area and shall open.

3. There shall be a system of mechanical ventilation, approved for construction and arrangement by the department. In a multiple dwelling such system of ventilation shall be maintained and operated continuously to provide at least four changes per hour of the air volume of each water closet, bathroom or general toilet room daily from six o'clock in the morning until midnight in all residential parts of a dwelling and from seven o'clock in the morning until seven o'clock at night in any nonresidential parts of a dwelling. In a private dwelling the approved system of mechanical ventilation may be switch-Operated. (*Housing Maintenance Code, Chapter 2, Subchapter 3, Article 2, Sec. 27-2065*)

Landlords of buildings with three or more apartments must keep the apartments and the buildings' public areas in "good repair." Landlords are required to maintain electrical, plumbing, sanitary, heating, and ventilating systems in good and safe working order. (*Multiple Dwelling Law Sec. 78; 80; Multiple Residence Law Sec. 174*)

#### 5) **Replace the Bulletin Board**

The main lobby bulletin board was removed in August 2003. For years this bulletin board served as a key method of communication for building-related issues, including posting of recycling policies, building-wide maintenance notices, and tenant announcements. Removal of the bulletin board constitutes a reduction of required ancillary services. Please replace it.

Under rent stabilization, an owner must maintain all services required by the Rent Stabilization Law on rent stabilization's base dates of May 31, 1968 and/or May 29, 1974. . . . These services are called required services and include, but are not limited to: repairs, maintenance, the furnishing of light, heat, hot and cold water, elevator services, janitorial services, the removal of refuse, and ancillary services such as garage and recreational facilities. (*DHCR Fact Sheet #3*)

#### 6) **Communicate with Tenants and Treat Them with Courtesy and Respect**

Please observe the following policies when dealing with tenants:

##### a) **Communication**

- i) If a Sky Management agent or contractor calls a tenant and gets an answering machine, require that they explain why they are calling;
- ii) Respond to written and verbal communications in a timely manner;
- iii) Tell us about construction activity and other matters that affect us;
- iv) Provide clear advance instructions and notices regarding garbage and recycling, whom to contact about repairs, and other Sky Management policies.

##### b) **Courtesy**

- i) Refrain from discussing individual tenants' issues with other tenants;
- ii) Require that Sky Management contractors clean up after themselves;
- iii) If a Sky Management agent or contractor schedules a time to meet with a tenant, ensure that the agent or contractor arrives at the agreed-upon time. If the agent or contractor is unable to arrive at the agreed-upon time, provide the tenant with as much advance notice as possible and an option to reschedule.

#### 7) **Other Issues**

##### a) **Heat**

Provide heat as required by law. Heat was not provided until October 22, 2003. From October 1 through October 22 there were 11 required heating days.

Heat must be supplied from October 1 through May 31, to tenants in multiple dwellings if:  
a) the outdoor temperature falls below 55 degrees Fahrenheit, between 6 A.M. and 10 P.M., each apartment must be heated to a temperature of at least 68 degrees Fahrenheit;  
b) the outdoor temperature falls below 40 degrees Fahrenheit, between the hours of 10

P.M. and 6 A.M., each apartment must be heated to a temperature of at least 55 degrees Fahrenheit. (*Multiple Dwelling Law § 79*)

b) **Water**

During apartment renovations since Sky Management has assumed management of the building, the water has been shut off without notice on several occasions. Please provide 24 hours' advance notice of any plumbing work that may require shutting off the water and notify tenants of the time and anticipated duration of such plumbing work.

The owner of a dwelling shall provide and maintain a supply of pure and wholesome water sufficient in quantity and at sufficient pressure to keep all plumbing fixtures adequately supplied for their sanitary maintenance. (*Housing Maintenance Code, Chapter 2, Subchapter 2, Article 6, Sec. 27-2024*)

[E]very unit in a multiple dwelling or tenant-occupied one-family or two-family dwelling shall be supplied at all times between the hours of six a. m. and midnight with hot water at a constant minimum temperature of one hundred twenty degrees Fahrenheit from a central source of supply constructed in accordance with the provisions of the Building Code and the regulations of the department, provided however that baths and showers equipped with balanced-pressure mixing valves, thermostatic mixing valves or combination pressure balancing/thermostatic valves may produce a discharge temperature less than one hundred twenty degrees Fahrenheit but in no event less than one hundred ten degrees Fahrenheit. (*Housing Maintenance Code, Chapter 2, Subchapter 2, Article 8, Sec. 27-2031*)

c) **Basement Door**

In the early 1980s, the basement of 1658 Third Avenue was divided into two separate areas, one opening onto Third Avenue (Ecco La) and one opening into the lobby of 1658 Third Avenue. It appears the dividing walls have been torn down in the course of Sky Management's renovations. Please ensure that there is no access to the lobby of 1658 Third Avenue from the basement of Ecco La.

d) **Garden**

Maintain the courtyard garden. Tenants enjoyed a beautiful, well-tended courtyard garden until very recently, when the garden ceased to be maintained. The garden is now filled with weeds and trash, and one of the trees requires pruning to remove dead branches. Management's failure to maintain the garden constitutes a reduction of required ancillary services. Please ensure the garden is back to its original splendor in Spring 2004.

Under rent stabilization, an owner must maintain all services required by the Rent Stabilization Law on rent stabilization's base dates of May 31, 1968 and/or May 29, 1974. . . . These services are called required services and include, but are not limited to: repairs, maintenance, the furnishing of light, heat, hot and cold water, elevator services, janitorial services, the removal of refuse, and ancillary services such as garage and recreational facilities. (*DHCR Fact Sheet #3*)

e) **Safety**

Please ensure that all required measures and precautions are taken to ensure tenants' safety.

(1) **Falling Objects**

Construction workers renovating apartments on upper floors routinely throw debris out of apartment windows into the courtyard rather than carrying the debris downstairs for disposal. Please ensure this extremely hazardous practice ceases immediately.

**(2) Fire Safety**

Sky Management's construction workers routinely block hallways with large cardboard boxes, buckets, and garbage cans filled with rubble. Please ensure this practice ceases immediately.

**(3) Courtyard Lighting**

Lighting in the courtyard must be provided between sundown and sunup. Please replace burnt-out bulbs immediately.

**(4) Sidewalk Safety**

Employees of Ecco La routinely throw wastewater onto the sidewalk. This creates dangerous slippery patches. Please ensure this practice ceases immediately.

**f) Late Fees**

Do not assess fees for late rent payments except as allowed by law:

For late fees and legal fees to be valid, the owner must be able to establish that the fees were a base date practice and that the lease clause providing for such fees was lawfully included in the tenant's vacancy lease and all renewal leases. (DHCR "Frequently Asked Questions")

**g) Security Deposit and Other Payments by Check**

Cash rent and security deposit checks in a timely manner. Sky Management has made a practice of not depositing rent and renewal lease security deposit checks for indeterminate amounts of time. This is problematic when combined with Sky Management's practices concerning lease renewals and receipts. If a tenant has neither a fully executed lease nor a receipt for security deposit, Sky Management can claim the tenant has refused the renewal lease and evict the tenant. Sky Management must provide written receipts when requested, whether or not Sky Management chooses to cash the checks for which receipts are provided.

**h) Rent Invoices**

Sky Management's practices concerning rent invoices are arbitrary and capricious. Provide rent invoices to all tenants or to none.

**i) Privacy**

Maintain tenants' right to privacy and peaceful enjoyment of their apartments.

**i) Unannounced Visits**

Sky Management has made a practice of visiting tenants unannounced and demanding entry for unstated purposes. If management requires access to an individual apartment for inspection, repair, or other purposes allowed by law, management must first contact the tenant to arrange a mutually convenient time.

Tenants have the right to privacy within their apartments. A landlord, however, may enter a tenant's apartment with reasonable prior notice, and at a reasonable time: (a) to provide necessary or agreed upon repairs or services; or (b) in accordance with the lease; or (c) to show the apartment to prospective purchasers or tenants. In emergencies, such as fires, the landlord may enter the apartment without the tenant's consent. A landlord may not abuse this limited right of entry or use it to harass a tenant. A landlord may not interfere with the installation of cable television facilities. (*Public Service Law §228*) .

**ii) Trespassing**

Tenants have reported seeing Sky Management agents entering their apartments without authorization. This practice must cease immediately.

**iii) Tenant Information Sheets**

Sky Management has asked current tenants to fill out personal information sheets requesting details including social security numbers. This practice must cease. Sky Management may use DHCR form RA-235 to obtain information about occupants of individual apartments.

Generally, the only information that a landlord may demand while a tenant is in occupancy is the names, ages and relationships (whether family members, roommates, etc.) of all persons occupying the apartment. *(NYC Housing Guidelines Board FAQ)*

I affirm that I have received this document.

\_\_\_\_\_  
Ben Shalom  
Sky Management

\_\_\_\_\_  
Date

**Witnesses**

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