



# Spectre of Trump Hotel Shadows City's Industrial Zones

By Steven Wishnia

**D**onald Trump's bid to build a 45-story "condo hotel" in Lower Manhattan could knock a gaping loophole in the city's ban on residential construction in industrial zones, activists say.

The developer has announced a proposal to build a 415-unit high-rise called the Trump International Hotel and Tower SoHo on the corner of Spring and Varick streets, one block west of SoHo. The corner, now a parking lot, is in an area that is zoned M-1, for light industry. That designation means that transient hotels are permitted, but "generally speaking," new residential buildings are not, according to city Department of Buildings spokesperson Jennifer Givner.

The Trump hotel would stretch the definition of "transient" considerably, says one leading opponent, Andrew Berman of the Greenwich Village Society for Historic Preservation. The units will be sold to individual owners, and Trump's Web site touts condo hotels as "a new type of vacation home," offering buyers a combination of "a first-class second home with incredible amenities" and a lucrative investment. Owners would have the option to let the hotel's management rent their rooms to transients when they're not there, but, says Berman, "I think a five-year-old could look at this and say, 'That's not a hotel.'"

What Berman and other advocates fear the most is that the Trump plan could be a "Trojan horse" to open up the city's remaining industrial zones—Long Island City, Williamsburg/Greenpoint, Sunset Park, and much of Manhattan's west side, including the garment district and the areas around Greenwich Street and 11<sup>th</sup> Avenue—to high-rise luxury development. If the Bloomberg administration lets the Trump hotel get in as "transient," Berman says, it would amount to a

change in the zoning law, and "whatever the city decides here is whatever they're going to allow."

Such a change would also undermine the "inclusionary zoning" plans recently adopted in Chelsea and Williamsburg/Greenpoint, Berman adds. Those areas were recently rezoned to allow the construction of luxury high-rises in previously industrial areas in exchange for including a modest amount of affordable housing. Creating a loophole for "condo hotels" would let developers build housing solely for the wealthy—albeit the wealthy who could live off room service and restaurant food instead of cooking. (Kitchens have apparently been deleted from the Trump hotel's plans, to help the rooms qualify as "transient.")

The Buildings Department has so far rejected two proposals by Trump, one in May and one in Sep-



STEVEN WISHNIA

Donald Trump wants to build a 45-story "condo hotel" on this site—which could open a loophole for luxury high-rise development in industrial areas.

tember, on "highly technical" grounds, says Givner. The current status, she explains, is "a holding pattern": No permit has been granted, but Trump's architect and engineer have the opportunity to refine their plan.

"They could come in to-

morrow with a design that addresses our objections," says Givner. "The ball's in their court." Trump has met with city officials "a number of times," she adds.

"That doesn't mean it's

*continued on page 8*

## 16 Changes We'd Like to See at DHCR

By Seth A. Miller

During the 12 years that George Pataki has been governor, the state Division of Housing and Community Renewal, the agency that enforces the rent control and rent stabilization laws, has gone from being merely inefficient and ineffectual to a powerful engine for the rapid disappearance of affordable apartments. Its policies and practices have maximized the opportunities for landlords to raise rents, evict tenants, and deregulate apartments.

This is the first of a three-part series that lays out 16 simple, straightforward changes that the next governor can make to the Rent Stabilization Code and to DHCR practice that would help preserve the affordability of regulated apartments in an even-handed manner, as the law intends. None of them would require legislative

approval.

Part 1 deals with the regulations and practices that let landlords deregulate apartments. Part 2 will deal with setting rents. Part 3 will deal with evictions, tenant-initiated complaints, and how DHCR is administered.

**1. High-Rent Decontrol.** In 1997 the state legislature deregulated any apartment that "is or becomes vacant . . . with a legal regulated rent of \$2,000 or more per month."

The statute says nothing about how to determine that the legal rent is \$2,000 or more. The idea that a tenant can be given a deregulated lease on the landlord's say-so, and that the landlord never has to register the "legal regulated rent of \$2,000 or more per month" came strictly from DHCR. Under

DHCR's implementation of the statute, tenants are discouraged from challenging deregulation, because it means risking eviction on a case in which they have none of the principal evidence: They don't have the prior lease or the documents that would show what improvements were made that would qualify the apartment for a rent increase. DHCR has implemented a presumption in favor of deregulation that appears nowhere in the law.

The Code should be amended to eliminate this presumption. If the landlord claims the right to decontrol an apartment, they should have to prove that claim, and until the DHCR rules that the apartment is deregulated, it should remain stabilized. Landlords should not be able to apply for deregulation until they first rent

the apartment, give notice that the tenant is stabilized until DHCR rules otherwise, and registers the rent. The landlord should have to apply within four years after the prior stabilized registration, or lose the right to apply.

**2. Vacancy Improvements.** The principal way by which apartments are deregulated is by the landlord renovating vacant apartments and then

claiming a rent increase equal to 1/40th of the cost of the renovations. The Rent Stabilization Law clearly limits such improvements to the replacement of items that have outlived their useful life, and yet DHCR never requires landlords to prove this. The landlord should have the burden of showing that the item replaced has outlived its useful life,

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## Affordable and Green in the Bronx

By Marisa Picker

Now that Nereida Figueroa and her 3-year-old son live in a new apartment in the Highbridge neighborhood of the Bronx, little Jeremiah no longer suffers constant asthma attacks.

"We used to live in one of the worst buildings in the Bronx. My kids were afraid to leave the apartment," and her son's health suffered, said Figueroa, 48. "Now we have a cleaner environment and everyone has their own space."

She and her two children now reside in the nation's first multi-family high-rise apartment building to qualify for the Environmental Protection Agency's Energy Star label. An Energy Star building consumes 20 percent less energy than the typical building.

Developers, residents and financiers looked on as the ribbon on the new building at 1212 Martin Luther King Jr. Blvd. was cut Sept. 28, marking the completion of the 18-month, \$10.2 million project by codevelopers Dunn Development Corp. and nonprofit Beulah Housing Development Fund Company.

According to EPA Energy Star Program Manager David Lee, this

pilot project is expected to lead to a new trend in low-income housing development.

"Buildings this height, four to six levels high will become more energy efficient. Builders and owners are becoming more and more aware of this 'green' movement," Lee said.

According to Dunn Development President Martin Dunn, features such as additional roof insulation, a sealed-combustion condensing boiler and mold-resistant glass-faced Sheetrock walls reduce heat-loss and keep air clean and ventilated. Energy-saving light fixtures, insulated refrigerators, elevators with small motors and motion sensor hallway and stairwell lights reduce the use of electricity. Low-pressure showerheads and faucets reduce water use.

Energy Star services are more expensive to install, but result in long-term savings, said Walter Blenman, executive director of Beulah HDFC. Lower levels of energy consumption mean lower utility bills. To be eligible, tenants must use no public assistance other than food stamps; earn no more than \$35,450, or 50 percent of the Area Median Income, for a family of four; or have lived in a homeless shelter for at least three months prior to screening, according to Dunn Development associate Ben Kornfeind.

Studios and one-, two-, and three-bedroom apartments make

up the building's 54 units. Of those, 17 are reserved for formerly homeless families, 10 studio apartments are for people with mild developmental disabilities, and the rest are for low-income families. More than half are already occupied, and the other tenants are on their way in. A portion of the units were reserved for neighborhood residents.

The state Division of Housing and Community Renewal, the city Department of Housing Preservation and Development (HPD), New York State Energy Research and Development Authority, the Community Preservation Corporation and Richman Housing Resources funded the entire project.

"Affordable housing doesn't have to be cheap or unattractive. Good design is perfectly possible and appropriate," said HPD spokesman Neill Coleman.

Several residents showed off their spacious, modern apartments. The two- and three-bedroom apartments have homework areas for children. Outside, a play area sits adjacent to a landscaped backyard commons.

Of her old building, Figueroa said, "My children were too afraid to leave the apartment. I'm so overwhelmed now. This is a luxury."

The completion of the project marks Dunn Development's third affordable and supportive housing effort. Their next apartment is set for completion in March 2007 and will be located in the Bedford-Stuyvesant neighborhood of Brooklyn.

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is published monthly except August by Metropolitan Council on Housing (Met Council, Inc.), 339 Lafayette St., NY, NY 10012 (212) 979-6238

Tenant/Inquilino is distributed to members and to affiliated organizations of Met Council as part of their membership. Subscriptions are \$5 per year for individuals, \$10 for institutions per year.

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Articles, letters, artwork and photographs are welcome.

Periodicals postage paid at New York, NY

Postmaster: Send address changes to: TENANT/INQUILINO 339 Lafayette St. New York, NY 10012

Metropolitan Council on Housing, founded in 1958, is incorporated as Met Council, Inc., a membership organization dedicated to decent, affordable, integrated housing.

ISSN-1536-1322 ©2006

# EL INQUILINO HISPANO

## La Corte Protege a Inquilinos de Sección 8

### Falla que Caseros no Pueden Dejar el Programa para Terminar Contratos

Por Darise Jean-Baptiste

Traducido por Lightning Translations

El segundo tribunal más alto del estado falló el mes pasado que los caseros de Nueva York tienen que renovar contratos Sección 8 de renta estabilizada, confirmando así que los caseros no pueden retractarse del programa federal de subvención de renta.

La División de Apelaciones de la Corte Suprema Estatal falló unánimemente a favor de la inquilina Sonia Rosario en *Rosario vs. Diagonal Realty*. El caso de Rosario representa una victoria que protegerá aproximadamente 60,000 unidades de vivienda Sección 8 de renta estabilizada en la ciudad de Nueva York.

El fallo establece un precedente en el estado de Nueva York donde otros tribunales fallaron previamente a favor de caseros que ya no querían participar en el programa Sección 8, bajo el cual los inquilinos de bajos ingresos reciben subvenciones federales de renta. El caso puede traer conse-

cuencias para otros lugares.

Antes del caso *Rosario*, los caseros trataban de usar su retracción del programa Sección 8 como una puerta trasera para desalojar a los inquilinos con el fin de aumentar las rentas. Jenny Laurie, directora ejecutiva del Consejo Metropolitano de Vivienda, dijo que el fallo tiene un impacto "tremendo" para los inquilinos de Sección 8 que viven en apartamentos de renta estabilizada y viven en áreas que están en el proceso de burguesificación o de volverse más caras. Dijo que a los caseros les gustaría alquilar a inquilinos de ingresos más altos, pero ya no pueden hacerlo a causa del fallo *Rosario*.

Rosario, de 60 años de edad, vive con su hija y sus nietos en su apartamento en Manhattan. Ha vivido ahí por más de 30 años. Con la ayuda de la abogada Judith Goldiner de la Sociedad de Ayuda Legal (Legal Aid Society), la pregunta de si puede quedarse en su

apartamento o no, por fin tiene respuesta.

Goldiner dijo que la Sociedad de Ayuda Legal está tratando de ponerse en contacto con otros inquilinos en situaciones similares a la de Rosario. "Creo que hay muchos clientes [a quienes] el casero ha dicho que va a quitarles la Sección 8", expresó. El temor es que los inquilinos "les creerán y se mudarán".

Bajo el fallo, un casero no puede dejar de aceptar los beneficios Sección 8 al renovar los contratos de inquilinos con renta estabilizada, porque los beneficios se definen como un "término material" del contrato. Los caseros que alquilan a inquilinos de Sección 8 que viven en edificios que no son de renta estabilizada no tienen que quedarse en el programa.

Los caseros que participan en el programa de Sección 8 lo hacen al alquilar a inquilinos con vales de Sección 8 o al participar en el

programa de disminución de impuestos J-51. J-51 da a los propietarios participantes beneficios de impuestos a cambio de poner sus edificios bajo renta estabilizada. El abogado de Diagonal Realty, Richard Walsh, dijo que el fallo hace del programa de disminución de impuestos J-51 una carga. "Si los caseros son inteligentes, no van a ponerse en tal posición", dijo.

Walsh señaló que en 1996, "contratos interminables" y el concepto de "toma uno, toma todos" se revocaron bajo la Ley Federal de Vivienda Justa (Fair Housing Law), dando a los caseros el derecho de no renovar contratos. Sin embargo, el fallo reciente dijo que "esos derechos ya se restringieron por las promulgaciones de J-51 y renta estabilizada".

Si los caseros quieren dejar el programa Sección 8, tiene que

*pasa a la página 4*

## Los Ajustes de la "Junta de Regulación de Renta" de la Ciudad de Nueva York (Orden No. 38)

Para los contratos de apartamentos de Renta Estabilizada que comienzan el 1ro. de octubre de 2006 hasta el 30 de septiembre de 2007.

**Contratos de Renovación** Los caseros tienen que ofrecer a los inquilinos de renta estabilizada un contrato de renovación dentro de 90 a 120 días antes de que venza su contrato actual. El contrato de renovación tiene que conservar **los mismos términos y condiciones** que el contrato que vencerá, excepto cuando refleje un cambio en la ley. Una vez que se haya recibido el ofrecimiento de renovación, los inquilinos tienen 60 días para aceptarlo y escoger si van a renovar el contrato por uno o dos años. El propietario tiene que devolver la copia firmada y fechada al inquilino dentro de 30 días. La nueva renta no entrará en vigencia hasta que empiece el nuevo contrato, o cuando el propietario devuelva la copia firmada (lo que suceda después). **Ofrecimientos retrasados:** si el casero ofrece la renovación tarde (menos de 90 días antes de que venza el contrato actual), el contrato puede empezar, a la opción del inquilino, o en la fecha que hubiera empezado si se hubiera hecho un ofrecimiento a tiempo, o en el primer pago de renta fechada 90 días después de la fecha del ofrecimiento del contrato. Las pautas de renta usadas para la renovación no pueden ser mayores que los incrementos de la RGB vigentes en la fecha en que el contrato debiera empezar (si se lo hubiera ofrecido a tiempo). El inquilino no tiene que pagar el nuevo aumento de renta hasta 90 días después de que se haya hecho el ofrecimiento.

**Asignación de Subarrendamiento** Los caseros podrán cobrar un aumento de 10 por ciento durante el término de subarrendamiento que comience durante este período de las pautas.

| Tipo de Contrato                   | Renta Legal Actual                  |  | Contrato de 1 Año   | Contrato de 2 Años  |
|------------------------------------|-------------------------------------|--|---|---|
| Renovación del Contrato            | Si el dueño paga la calefacción     |  | 4.25%   | 7.25%   |
|                                    | Si el inquilino paga la calefacción |  | 3.75%   | 6.75%   |
| Contratos para Apartamentos Vacíos | Más de \$500                        | Incrementos por desocupación cobrados en los últimos 8 años    | 17%   | 20%   |
|                                    |                                     | Incrementos por desocupación no cobrados en los últimos 8 años | 0.6% por el número de años desde el último incremento por estar vacío, más el 17%                         | 0.6% por el número de años desde el último incremento por estar vacío, más el 20%                         |
|                                    | Menos de \$300                      | Incrementos por desocupación cobrados en los últimos 8 años    | 17% + \$100   | 20% + \$100   |
|                                    |                                     | Incrementos por desocupación no cobrados en los últimos 8 años | 0.6% por el número de años desde el último incremento por estar vacío, + 17% + \$100                      | 0.6% por el número de años desde el último incremento por estar vacío, + 20% + \$100                      |
|                                    | Renta de \$300 a \$500              | Incrementos por desocupación cobrados en los últimos 8 años    | 17% o \$100, lo que sea mayor   | 20% o \$100, lo que sea mayor   |
|                                    |                                     | Incrementos por desocupación no cobrados en los últimos 8 años | 0.6% por el número de años desde el último incremento por estar vacío, mas 17%, o \$100, lo que sea mayor | 0.6% por el número de años desde el último incremento por estar vacío, mas 20%, o \$100, lo que sea mayor |

**Programa de Exención de Incrementos de Renta para las Personas de Mayor Edad** Las personas de mayor edad con renta estabilizada (y los que viven en apartamentos de renta controlada, Mitchell-Lama y cooperativas de dividendos limitados), con 62 años o más, y cuyos ingresos familiares disponibles al año sean de \$26,000 o menos (del año de impuestos previo) y que paguen (o enfrenten un aumento de renta que les haría pagar) un tercio o más de aquel ingreso en renta pueden ser elegibles para un congelamiento de renta. Solicite a: NYC Dept of the Aging, SCRIE Unit, 2 Lafayette St., NY, NY 10007 o llame al 311 o visite su sitio Web, [nyc.gov/html/dfta/html/scrie\\_sp/scrie\\_sp.shtml](http://nyc.gov/html/dfta/html/scrie_sp/scrie_sp.shtml).

**Programa de Exención de Incrementos de Renta para Minusválidos** Inquilinos con renta regulada que reciben ayuda

económica elegible relacionada con discapacidad, que tengan ingresos de \$17,580 o menos para individuales y \$25,212 o menos para una pareja y enfrenten rentas iguales o más de un tercio de sus ingresos pueden ser elegibles para un congelamiento de renta. Solicite a: NYC Dept. of Finance, DRIE Exemptions, 59 Maiden Lane - 20th floor, New York, NY 10038. Llame al 311 para una solicitud o vaya al sitio Web en [www.nyc.gov/html/dof/html/property/property\\_tax\\_reduc\\_drie.shtml](http://www.nyc.gov/html/dof/html/property/property_tax_reduc_drie.shtml)

**Las unidades desvanes** Los aumentos legalizados de unidades de desván son un 3.75 por ciento por un contrato de un año y 4.5 por ciento por dos años. No se permiten incrementos para las unidades de desván vacías.

**Hoteles y SROs** El aumento es un 2 por ciento para los apartamentos de hotel de

clase A, casas de alojamiento, hoteles de clase B (30 o más habitaciones), hoteles de una sola habitación y pensiones (clase B, 6-29 habitaciones). Los caseros no pueden cobrar un aumento sobre la renta cobrada el 1o de octubre de 2006 si se alquilan un 20 por ciento o más de las unidades a inquilinos que no tienen renta regulada. No se permiten incrementos para apartamentos vacíos.

**Exceso de cobro** Los inquilinos deben estar al tanto de que muchos caseros se aprovecharán de las complejidades de estas pautas y concesiones adicionales, además del poco conocimiento de los inquilinos del historial de renta de sus apartamentos, para cobrar una renta ilegal. Los inquilinos pueden impugnar los aumentos sin autorización de renta en las cortes o al presentar una impugnación con la agencia estatal de vivienda, la División de Vivienda y Renovación Comunitaria (Division of Housing and Community Renewal, DHCR). El primer paso en el proceso es ponerse en contacto con la DHCR para ver el registro oficial del historial de renta. Vaya a [www.dhcr.state.ny.us](http://www.dhcr.state.ny.us) o llame al 718-739-6400 y pida un historial de renta detallado. Luego, hable con un abogado o defensor experto antes de seguir.

Para las pautas previas, llame a la RGB al 212-385-2934 o vaya al [www.housingnyc.com](http://www.housingnyc.com)



## HUD Niega Favoritismo Hacia los Partidarios de Bush

Una investigación interna del departamento federal de vivienda no ha encontrado ninguna prueba de que HUD dirigió contratos a los partidarios de Bush y no a los opositores del presidente, aunque el secretario Alphonse Jackson sí intentó hacerlo.

El informe no difundido, que fue obtenido por la prensa el mes pasado, dijo que la oficina del Inspector General del Departamento de Vivienda y Desarrollo Urbano (Department of Housing and Urban Development, HUD) no había hallado "ninguna evidencia directa que favoritismo tuviera algo que ver en el otorgamiento de becas o contratos del secretario de HUD o cualquiera de sus subordinados". Aunque varios funcionarios de HUD dijeron a los investigadores que Jackson les había instado a otorgar contratos a los partidarios de Bush y negarlos a las empresas demócratas, el informe estableció que no hubo evidencia de que alguien realmente lo hubiera hecho.

La investigación empezó después de un discurso hecho por Jackson en una conferencia de bienes raíces en Dallas en abril, donde describió cómo negó un contrato de publicidad a un empresario que "había hecho una muy buena propuesta" pero le

había dicho, "tengo un problema con su presidente; no me gusta el presidente Bush".

"No consiguió el contrato", dijo Jackson al grupo. "¿Por qué premiaría yo a alguien que no quiere al presidente para que use los fondos para tratar de hacer campaña en contra del presidente?"

Según el informe, Jackson dijo a los investigadores que había inventado esa historia.

Sin embargo, varios funcionarios de HUD dijeron a los investigadores que Jackson les había hecho declaraciones similares. Cathy MacFarlane, otrora secretaria asistente para asuntos públicos, dijo que en una reunión, Jackson dijo al personal que "era importante considerar los partidarios del presidente al considerar los candidatos escogidos para contratos discrecionales". Y Jo Baylor, la oficial de adquisición, dijo que él le había dicho que "realmente le fastidió que la gente [expletivo] critican al presidente pero de todos modos quieren contratos y dinero de la administración, y que eso le saca de quicio".

—Traducido por Lightning Translations.

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### DRIE y SCRIE (Exención de Incrementos de Renta para Minusválidos y Personas de Mayor Edad)

Los inquilinos minusválidos de renta regulada (y quienes viven en edificios Mitchell-Lama o en programas del HPD que llenen los requisitos) pueden solicitar ahora la congelación de su renta. Los inquilinos llenan los requisitos si pagan 1/3 de sus ingresos en renta, reciben ayuda financiera relacionada con discapacidad y tienen ingresos de menos de \$17,580 para individuos y menos de \$25,212 para parejas.

La solicitud está disponible (en inglés) en el sitio Web del Departamento de Finanzas (<http://www.nyc.gov/html/dof/html/pdf/05pdf/drie.pdf>), o se puede contactar la Agencia del Alcalde para las Personas Minusválidas (Mayor's Office for People with Disabilities) en:

100 Gold St., 2nd Floor, New York NY 10038  
Teléfono: 212-788-2830; facsímil: 212-341-9843; TTY: 212-788-2838

Para la SCRIE (Exención de Incrementos de Renta para las Personas de Mayor Edad), el inquilino (jefe de familia) debe tener 62 o más años, pagar 1/3 de sus ingresos o más en renta, vivir en un apartamento de renta controlada o estabilizada, Mitchell-Lama o cooperativa de dividendos limitados y tener ingresos de \$26,000 o menos después de pagar impuestos.

La solicitud de SCRIE está disponible en el sitio Web del Departamento por las Personas Mayores ([http://www.nyc.gov/html/dfta/html/scrie\\_sp/scrie\\_sp.shtml](http://www.nyc.gov/html/dfta/html/scrie_sp/scrie_sp.shtml)) o al llamar a la agencia al 311. La mayoría de los centros para personas de mayor edad también tienen solicitudes.

## Sección 8

viene de la página 3

haber algo malo con el programa, dijo Mitch Polsikin, abogado general para la Asociación de Renta Estabilizada, un grupo de propietarios. Polsikin dijo que los trámites "innumerables", la burocracia y los aumentos de renta retroactivos de renta estabilizada hacen el sistema difícil de manejar para los caseros.

"Desafortunadamente, la promesa de la Sección 8 y la realidad de Sección 8 son dos cosas muy distintas para los propietarios", dijo Polsikin.

En vecindarios donde ahora más inquilinos pueden pagar el valor del mercado, los propietarios ven una oportunidad para levantar del go-

bierno la carga financiera de pagos retrasados de Sección 8, dijo.

Brad Lander, director del Centro Pratt para el Desarrollo Comunitario (Pratt Center for Community Development), dijo que la cuestión más amplia en el caso *Rosario* es "discriminación basada en la fuente de ingresos", donde los propietarios no aceptan el dinero de inquilinos de Sección 8 porque viene del gobierno.

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La ley requiere que su casero proporcione calefacción y agua caliente a las temperaturas siguientes, desde el 1ro de octubre hasta el 31 de mayo:

Desde las 6 a.m. hasta las 10 p.m.: Si la temperatura afuera es de menos de 55 grados, la temperatura adentro debe ser al menos de 68 grados en todo el apartamento.

Desde las 10 p.m. hasta las 6 a.m.: Si la temperatura afuera es de menos de 40 grados, la temperatura adentro debe ser al menos de 55 grados en todo el apartamento.

Se tiene que proporcionar agua caliente a un mínimo de 120 grados en el grifo las 24 horas del día, todo el año.

Si su casero no mantiene estas temperaturas mínimas, usted debe:

- \* Comenzar una "Acción HP" (HP Action) en la Corte de Vivienda. Pida una inspección por orden de la corte y una Orden de Corrección (Order to Correct)
- \* Llamar al Buro Central de Quejas (Central Control Bureau) de la ciudad de Nueva York al 311 inmediatamente, para documentar la violación del casero. Llame repetidamente. Se supone que un inspector vendrá eventualmente, aunque a veces no lo haga.
- \* Exhortar a los otros inquilinos en el edificio a llamar al Central Complaint. Todos deben llamar repetidamente, al menos una vez al día, todos los días en que tengan problemas con la calefacción.
- \* Comprar un buen termómetro para afuera y adentro, para documentar las fechas exactas, las horas, y las temperaturas, tanto afuera como adentro, mientras tenga problemas con la calefacción. Esta documentación es su evidencia
- \* Llamar a la División de Vivienda y Renovación Comunal del Estado de Nueva York (DHCR, por sus siglas en inglés) al (718) 739-6400, y pedir que le envíen el formulario de Queja de Calefacción y Agua Caliente. Llene el formulario y consiga la participación de todos los inquilinos en su edificio que pueden firmarlo. Reclame una

orden para restaurar la calefacción y el agua caliente, y que se reduzcan y congelen (¡disculpe lo de "congelen"!)

- \* Necesitarán una fuerte asociación de inquilinos para obligar al casero a proporcionar calefacción y agua caliente. Escriban y llamen al casero para demandar reparaciones y aceite. Prepárense para una huelga de renta (sobre todo con asesoría legal)—de relámpago si es necesario.

Las leyes sobre la calefacción establecen también:

- \* Que el Departamento de Reparaciones de Emergencia de la ciudad le proporcione la calefacción si el casero no lo hace. (No se siente en un bloque de hielo—otra vez, ¡disculpe!—mientras espere que lo haga.)
- \* Una multa de \$250 to \$500 al casero por cada día que se produzca la violación. (Pero la verdad es que la Corte de Vivienda raras veces impone las multas, y menos aun las cobra).
- \* Una multa de \$1,000 al casero si algún aparato de control automático se instala en la caldera para mantener la temperatura por debajo del mínimo legal.
- \* Si el tanque de combustible de la caldera está vacío, los inquilinos tienen el derecho de comprar su propio combustible después de haber pasado 24 horas sin calefacción y también sin obtener ninguna respuesta del casero. Esto no se aplica si la caldera está rota y necesita tanto reparación como combustible.

**¡Cuidado!** ¡proteja su dinero! Si los inquilinos deciden comprar el combustible, hay que seguir los procedimientos legales cuidadosamente. Consiga la ayuda y el consejo de un organizador de inquilinos. La existencia de leyes de calefacción y agua caliente vigentes no garantiza que el gobierno las implemente. No se quede helado por esperar que la ciudad o el estado actúe. ¡Organízesse!

# Manhattanville Project a Bomb?

## Columbia Expansion Plan Threatens West Harlem

By Kenny Schaeffer

Columbia University's plan to expand into Harlem to build a new campus and biotechnology plant from 125th to 133rd Streets from Broadway west to 12th Avenue is provoking deep concern and growing resistance, both in the surrounding community and among students and alumni.

Their objections include the plan's displacement of tenants and businesses in and around the development area; its environmental and health implications, such as proposed biohazard level 3 activities; the university's failure to consider neighborhood stability and historic preservation; and the lack of transparency in the process.

On Sept. 30—the day after Columbia announced a \$4 billion fundraising campaign, primarily to fund the expansion—more than 200 community residents packed the Pentecostal Church on 125th Street to speak out to the Local Development Corporation that was recently created by Community Board 9 and Deputy Mayor Daniel Doctoroff to negotiate a Community Benefits Agreement with the university. Local elected officials present included Rep. Charles Rangel, Manhattan Borough President Scott Stringer, Assemblymembers Daniel O'Donnell and Keith Wright, and City Councilmember Robert Jackson, whose position will be critical because of the Council's tradition of deferring to the local member on land-use matters. Rangel pledged that while the Bloomberg administration will pursue its agenda and Columbia will do what is best for itself, the elected officials "stand 100 percent behind the community."

Most members of the community, including Community Board 9, support a different proposal for the site. Known as the 197-a plan, it was developed with a high level of grass-roots participation and the assistance of Ron Schiffman and the Pratt Area Community Council. It aims to protect existing housing and create new affordable housing, create long-term jobs for residents, and preserve the architectural and historical integrity of the area. It would also rule out the use of eminent domain as a tool to evict residents and local businesses, establish a "zero-waste" environmental zone, and call on institutions to set aside the remaining rent-regulated apartments in the area for long-term residents; Councilmember Jackson, who stayed for the entire six-hour LDC meeting, has promised to be bound by CB9's position.

Columbia's proposed expansion is the latest chapter in the university's long history of conflict with its neighbors. Moving to the Morningside Heights area from 49th Street and Madison Avenue in 1897, it occupied what had been the Bloomingdale Insane Asylum, and gradually built the buildings on its main campus, which occu-

pies 114th to 120th streets from Broadway to Amsterdam Avenue. After the surrounding blocks were filled with other institutions—among them Riverside Church, the Cathedral of St. John the Divine, the Manhattan School of Music, and the Jewish Theological Seminary—Columbia began an aggressive campaign beginning after World War II to acquire most of the property between 110th and 122nd streets from Riverside Drive to Morningside Drive. In recent years, Columbia's real-estate empire, like that of its downtown rival New York University, has expanded dramatically, having more than quadrupled in value since 1992, according to a study earlier this year by the City Project.

### "Children of the Sixties"?

Columbia's community relations reached the boiling point in 1968 over its plans to build a gymnasium on public land in Morningside Park—the boundary between the university area and Harlem—with a separate entrance to allow minimal community access. This, combined with the university's military research for the war in Vietnam, resulted in building occupations and a police riot that polarized and traumatized the campus. Columbia promised not to expand into Harlem, and has mostly kept its word. But it provoked another round of civil disobedience in the 1980s, for its policy of emptying dozens of single room occupancy hotels and its displacement of thousands of tenants from rent-regulated units in the buildings it bought. The current expansion plan into the West Harlem neighborhood of Manhattanville is generating comparable resistance, including some veterans of the battles of the 1960s and 1980s.

Columbia conducted a tour of the proposed expansion site for interested alumni on Sept. 30, in which it repeatedly referred to the plan as "the Manhattanville Project," recalling the university's key role in the 1940s "Manhattan Project," which created the first nuclear bomb. In fact, Columbia still does military research in the very Radiological Laboratory, or RAD lab, created during the Manhattan project.

Participants in the alumni tour were given a sanitized version of the facts, being told that Columbia is working to accommodate existing businesses and residents in the development area. In fact, the university has used the "nuclear option" of eminent domain as a threat to evict businesses if they refuse to relocate, has negotiated behind the backs of tenants in three city-owned buildings to try to get them out of the apartments they are about to acquire as low-income co-ops through the Tenant Interim Lease program, and has harassed minority-owned automotive-repair

shops at 3251 Broadway in an effort to force them out. Despite these ominous signs, the alumni were told there is no need to worry about accommodating community concerns, because the Columbia administrators in charge of the expansion plan are "children of the Sixties."

Local resistance has crystallized in the Coalition to Preserve Community (CPC), which includes long-term activists, residents, and businesses, along with the West Harlem Coalition, the 122nd Street Block Association, the tenants associations at the Manhattanville and Grant housing projects, the Harlem Tenants Council, and historic preservationists. In addition to preserving and increasing the supply of affordable housing, one of CPC's major concerns is Columbia's intention to do biohazard level three

research in the development area. Similar proposals by Boston University and the Lawrence Livermore Laboratory in California have provoked legal challenges and direct action. Manhattanville residents are particularly alarmed because Columbia has a poor safety record—it was fined \$797,029 by the federal Environmental Protection Agency in 2002 for violations regarding the storage and disposal of toxic wastes and inadequate emergency evacuation plans—and because the proposed biohazard laboratory is to be located on an earthquake fault line and in a low-lying flood plain where the release of toxic material through accident or sabotage would present an amplified risk.

It is not at all certain that Columbia will succeed. A number of

*continued on page 7*

## Don't Freeze—Organize!



**The law requires your landlord provide heat and hot water at the following levels from October 1 through May 31:**

From 6 am to 10 pm: If the outside temperature falls below 55 degrees, the inside temperature must be at least 68 degrees everywhere in your apartment.

From 10 pm to 6 am: If the outside temperature falls below 40 degrees, the inside temperature must be at least 55 degrees everywhere in your apartment.

Hot water at a minimum 120 degrees at the tap must be provided 24 hours a day, year round.

**If your landlord does not maintain those minimum temperatures, you should:**

- \* Start an "HP action" in Housing Court. Ask for a court-ordered inspection and an Order to Correct.
- \* Call the New York City Central Complaints Bureau at 311 immediately to record the landlord's violation. Call repeatedly. An inspector should eventually come, although sometimes they don't.
- \* Get other tenants in your building to call Central Complaint. Everybody should call repeatedly, at least once every day the condition is not corrected.
- \* Buy a good indoor/outdoor thermometer and keep a chart of the exact dates, times, and temperature readings, inside and out, so long as the condition is not corrected. The chart is your evidence.
- \* Call the New York State Division of Housing and Community Renewal at (718) 739-6400 and ask them to send you their Heat

and Hot Water complaint form. Get as many other apartments as possible in your building to sign on, demanding an order restoring heat and hot water, and a reduction and freeze (pardon the expression!) in all the rents.

You'll need a strong tenant association to force the landlord to provide heat and hot water. Write and call the landlord and demand repairs or fuel.

Prepare to go on rent strike — but get legal advice first.

**The heat laws also provide for:**

- \* The city's Emergency Repair Department to supply your heat if the landlord does not. (Try waiting for this one!)
- \* A \$250 to \$500 a day fine to the landlord for every day of violation. (But the Housing Court rarely imposes these fines, let alone collects them.)
- \* A \$1,000 fine to the landlord if an automatic control device is put on the boiler to keep the temperature below the lawful minimum.

If your boiler's fuel tank is empty, tenants have the right to buy their own fuel after 24 hours of no heat and no response from the landlord. But this provision does not apply if the boiler is broken and needs both repairs and fuel.

**Caution!** Protect your money! If you decide to buy fuel, you must follow special lawful procedures very carefully. You should get help and advice from a tenant organizer.

Because the heat and hot water laws are in the law books does not mean they are enforced by government. Don't freeze to death waiting for the city or state to act. Organize!

# Court Protects Section 8 Tenants

## Landlords Can't Quit Program to End Leases

By Darise Jean-Baptiste

The second-highest court in the state ruled last month that New York landlords must renew rent-stabilized Section 8 leases, affirming that landlords may not opt out of the federal rent-subsidy program.

The Appellate Division of State Supreme Court unanimously ruled in favor

Goldiner said the Legal Aid Society is trying to reach out to other tenants in situations similar to Rosario's. "I think there are many clients [to whom]... the landlord said they'll take Section 8 away," she said. The fear is that tenants "will believe them and will move."

Under the decision, a landlord is not permitted to stop accepting Section 8 benefits when they renew rent-stabilized tenants' leases, because the

If landlords want to get out of the Section 8 program, there must be something wrong with the program, said Mitch Polsikin, general counsel for the Rent Stabilization Association, a property owner's group. Polsikin said the "innumerable" procedures, bureaucracy, and retroactive rent increases for rent-stabilized apartments make the system difficult for property

owners to deal with.

"Unfortunately the promise with Section 8 and the reality of Section 8 are two very different things for property owners," Polsikin said.

In neighborhoods where more renters can now afford to pay market value, property owners see an opportunity to lift the financial burden of late Section 8 payments from the government, he said.

Brad Lander, director at the Pratt Center for Community Development, said the broader issue in the *Rosario* case is "source-of-income discrimination," where property owners won't take Section 8 tenants' money because it comes from the government.

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**The decision has a tremendous impact on Section 8 tenants who live in rent-stabilized apartments in areas that are becoming gentrified.**

of tenant Sonia Rosario in *Rosario v. Diagonal Realty*. Rosario's case represents a victory that will protect about 60,000 units of rent-stabilized Section 8 housing in New York City.

The ruling sets a precedent in New York state, where other courts have previously ruled in favor of landlords who no longer wanted to participate in the Section 8 program, in which low-income tenants receive federal rent subsidies. The case could have implications for other localities.

Prior to the *Rosario* case, landlords would try to use opting out of the Section 8 program as a back door to evicting tenants to increase rents. Jenny Laurie, director of the Metropolitan Council on Housing, said the decision has a "tremendous" impact on Section 8 tenants who live in rent-stabilized apartments and live in areas that are becoming gentrified or more expensive. She said landlords would love to rent to higher-income tenants, but can't now because of the *Rosario* ruling.

Rosario, 60, lives with her daughter and grandchildren in her Manhattan apartment. She has lived there for more than 30 years. With the help of Legal Aid Society attorney Judith Goldiner, the question of whether or not she can remain in her apartment has finally been answered.

benefits are defined as a "material term" of the lease. Landlords who rent to Section 8 tenants living in buildings that are not rent-stabilized, however, don't have to stay with the program.

Landlords who participate in the Section 8 program do so by renting to tenants with Section 8 vouchers or by participating in the J-51 tax abatement program. J-51 gives participating property owners tax benefits in return for placing their buildings under rent stabilization. Diagonal Realty's attorney, Richard Walsh, said the ruling makes the J-51 tax-abatement program burdensome. "If landlords are smart they won't put themselves in that position," he said.

Walsh noted that in 1996, "endless leases" and the "take one, take all" concept were repealed under the Federal Fair Housing Act, giving property owners the right not to renew leases. But the recent ruling said "those rights were already restricted by the J-51 and rent stabilization promulgations."

### Complaint Numbers

To reach the Department of Housing, Preservation and Development's Central Complaints hotline, call 311.

Also call 311 to reach the Department of Buildings and other city agencies.

## NYC Rent Guidelines Board Adjustments (Order No. 38)

for Rent Stabilized Leases commencing Oct. 1, 2006 through Sept. 30, 2007

| Lease Type     | Current Legal Rent  | One-year Lease                                   | Two-year Lease  |   |
|----------------|---------------------|--|---|---|
| Renewal Leases | Landlord pays heat  | 4.25%  | 7.25%   |   |
|                | Tenant pays heat    | 3.75%  | 6.75%   |   |
| Vacancy leases | More than \$500     | Vacancy allowance charged within last 8 years    | 17%   | 20%   |
|                |                     | No vacancy allowance charged within last 8 years | 0.6% times number of years since last vacancy allowance, plus 17%                                 | 0.6% times number of years since last vacancy allowance, plus 20%                                 |
|                | Less than \$300     | Vacancy allowance charged within last 8 years    | 17% plus \$100  | 20% plus \$100  |
|                |                     | No vacancy allowance charged within last 8 years | 0.6% times number of years since last vacancy allowance, plus 17% plus \$100                      | 0.6% times number of years since last vacancy allowance, plus 20% plus \$100                      |
|                | Rent \$300 to \$500 | Vacancy allowance charged within last 8 years    | 17% or \$100, whichever is greater  | 20% or \$100, whichever is greater  |
|                |                     | No vacancy allowance charged within last 8 years | 0.6% times number of years since last vacancy allowance, plus 17%, or \$100, whichever is greater | 0.6% times number of years since last vacancy allowance, plus 20%, or \$100, whichever is greater |

**Renewal Leases** Landlords must offer rent-stabilized tenants a renewal lease 90 to 120 days before the expiration of their current lease. The renewal lease must keep the **same terms and conditions** as the expiring lease, except when reflecting a change in the law. Once the renewal offer is received, tenants have 60 days to accept it and choose whether to renew the lease for one or two years. The owner must return the signed and dated copy to the tenant in 30 days. The new rent does not go into effect until the start of the new lease term, or when the owner returns the signed copy (whichever is later). **Late offers:** If the owner offers the renewal late (fewer than 90 days before the expiration of the current lease), the lease term can begin, at the tenant's option, either on the date it would have begun had a timely offer been made, or on the first rent payment date 90 days after the date of the lease offer. The rent guidelines used for the renewal can be no greater than the RGB increases in effect on the date the lease should have begun (if timely offered). The tenant does not have to pay the new rent increase until 90 days after the offer was made.

**Sublease Allowance** Landlords can charge a 10 percent increase during the term of a sublease that commences during this guideline period.

**Senior Citizen Rent Increase Exemption Program** Rent-stabilized seniors (and those living in rent-controlled, Mitchell-Lama, and limited equity coop apartments), 62 or older, whose disposable annual household income is \$26,000 or less (for the previous tax year) and who pay (or face a rent increase that would cause them to pay) one-third or more of that income in rent may be eligible for a rent freeze. Apply to: NYC Dept. for the Aging, SCRIE Unit, 2 Lafayette St., NY, NY 10007 or call 311 or visit their Web site, [www.nyc.gov/html/dfta/html/scrie/scrie.shtml](http://www.nyc.gov/html/dfta/html/scrie/scrie.shtml).

**Disability Rent Increase Exemption Program** Rent-regulated tenants receiving eligible disability-related financial assistance who have incomes of \$17,580 or less for individuals and \$25,212 or less for a couple and are facing rents equal to more than one-third of their income may be eligible for a rent freeze. Apply to: NYC Dept. of Finance, DRIE Exemptions, 59 Maiden Lane, 20th floor, New York, NY 10038. Call 311 for an application or go to the Web site at [www.nyc.gov/html/dof/html/property/property\\_tax\\_reduc\\_drie.shtml](http://www.nyc.gov/html/dof/html/property/property_tax_reduc_drie.shtml).

**Loft Units** Legalized loft-unit increases are 3.75 percent for a one-year lease and 4.5 percent for two years. No vacancy allowance is permitted on vacant lofts.

**Hotels and SROs** The increase is 2% for Class A apartment hotels, lodging houses, Class B hotels (30 rooms or more), single room occupancy (SRO) hotels, and rooming houses (Class B, 6-29 rooms). Landlords cannot collect an increase over the rent charged on October 1, 2006 if 20% or more of the units are rented to unregulated tenants. No vacancy allowance is permitted.

**Rent Overcharges** Tenants should be aware that many landlords will exploit the complexities of these guidelines and bonuses—and the tenant's unfamiliarity with the apartment's rent history—to charge an illegal rent. Tenants can challenge unauthorized rent increases through the courts or by filing a challenge with the state housing agency, the Division of Housing and Community Renewal (DHCR). The first step in the process is to contact the DHCR to see the official record of the rent history. Go to [www.dhcr.state.ny.us](http://www.dhcr.state.ny.us) or call (718) 739-6400 and ask for a detailed rent history. Then speak to a knowledgeable advocate or a lawyer before proceeding.

For previous guidelines, call the RGB at (212) 385-2934 or go to [www.housingnyc.com](http://www.housingnyc.com).



E-mail Met Council  
active@metcouncil.net



## DHCR Changes

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as well as the actual cost of the parts and labor.

The standards of proof used in these proceedings are so lax that DHCR literally has no safeguards against fraud. There is no way for a Rent Examiner, a complaining tenant, or even a hearing officer to find out if the landlord is paying an inflated amount to a contractor for improvements and receiving a kickback. There is no way to find out if a landlord is maintaining two sets of books. Discovery is not permitted, DHCR does not look behind the documents that are submitted by the landlord, and the agency has no branch to conduct audits or independent investigations of even the most suspicious claims.

In order to guarantee the fairness of the system, DHCR should implement basic anti-fraud measures. Its caseload should be analyzed to detect patterns of overcharges. In selected cases, DHCR should use its subpoena power to compare the checks and invoices submitted by landlords with the actual contents of the books and records of the landlords and their contractors.

**3. Demolitions.** The Rent Stabilization Law permits a landlord to evict the tenants of a rent-stabilized building if the landlord intends, in good faith, to demolish the building. Until very recently, the good-faith requirement was interpreted as raising an issue that could only be decided after a formal hearing with live witnesses. DHCR no longer holds hearings in demolition cases.

For many years, a demolition application did not require that a landlord actually tear down the building. But until recently, DHCR required that the floors be removed so that a person could stand in the cellar, look up, and see the sky. It has now granted demolition applications where the only work involved was the replacement of building systems, even when the work was done with a tenant in occupancy. It has also, in a recent operational bulletin and when it amended the Rent Stabilization Code in 2000, drastically relaxed the requirements for compensating displaced tenants.

The good-faith requirement implies the right to a hearing, and the Code should require a hearing in every case where an application is properly filled out. In addition, any adversary proceeding involving the issue of good faith raises an issue that can only be determined by accessing evidence under the exclusive control of the landlord.

Therefore, discovery should be permitted in demolition proceedings, as it is in other administrative proceedings.

Under the Pataki administration, DHCR eliminated the rule that demolition applications had to be accompanied by real-world evidence that would corroborate the landlord's claim. Instead of taking landlords at their word, DHCR should again require that a demolition application be accompanied by proof, beyond the landlord's say-so, that the landlord has filed an actual plan with the City, that they have the financing in place for that plan, and that they have taken steps to implement it.

The Code should contain an explicit definition of what constitutes a demolition: Only work that involves removing all of the floors, structural supports, and walls so that nothing is left of the building should qualify. And "good faith" should be defined as the landlord intending to replace the building with a new one—independent of any desire to remove the tenants or to remove the building from rent regulation. Otherwise, the phrase is inherently ambiguous; does it require an examination of whether the landlord actually intend to demolish the building, or of their motive for seeking the tenants' eviction?

The recently gutted stipend and relocation requirements should be amended to reflect the reality that tenants displaced by demolition no longer have available affordable housing options. These requirements should be stricter than they were before Governor Pataki took office, instead of more lenient. The Code should provide, in a demolition case, that the tenants must be relocated to rent-regulated apartments or be paid a stipend. That stipend should be calculated on the basis of a reasonable percentage of the amount that the tenants' removal increases the value of the property.

**4. First Rents.** The Rent Stabilization Law has been construed as allowing landlords to deregulate all of the apartments in the building if they substantially rehabilitate the entire building. DHCR has gone beyond that. It lets landlords deregulate individual units simply by changing their size and configuration when they are vacant, such as by dividing an apartment in half. This practice should be stopped. Landlords are not permitted to reduce services, so therefore they should not be permitted to reduce the size of a vacant apartment. Where smaller apartments are combined into a larger apartment,

the Rent Stabilization Law specifically allows a rent increase for the increased space, but not automatic deregulation. The Code should provide for a modest per-square-foot increase, and should state that the resulting apartment remains regulated, even if the rent is over \$2,000, since no legal regulated rent has ever been established.

**5. High-Income Decontrol.** Apartments are permanently deregulated if they rent for \$2,000 or more and are occupied by households that made over \$175,000 a year during the previous two years, regardless of the tenant's age or disability. The justification for this law was to prevent the misallocation of affordable apartments to wealthy tenants, but more "deserving" tenants never get those apartments. All the law does is deregulate affordable apartments—so only the wealthy can afford them.

DHCR implemented the statute in an absurdly aggressive manner. Any tenant who failed to respond to a deregulation petition on time, even someone who was severely ill or who was only one day late, was deregulated. Governor Pataki fought for years in the courts, to continue deregulating tenants who were late answering deregulation petitions. In the end, the highest court in the state required DHCR to refrain from deregulating tenants automatically for responding late to a deregulation petition.

Despite that ruling from the Court of Appeals, DHCR promulgated regulations in 2000 that ignored its obligation to consider whether a tenant has an excuse for defaulting before it deregulates the apartment. Similarly, DHCR has totally ignored the directive of the Appellate Division, First Department that a landlord should not be permitted to blanket a building indiscriminately with deregulation petitions every year. In fact, DHCR has extended "high-income" deregulation to situations where none of the tenants have an income that is high, such as where several roommates share a large apartment. It has even deregulated apartments in cases where one family rented more than one unit in the same build-

ing, even if their individual apartments rented for less than \$2,000.

The Code should implement prevailing case law and prohibit deregulation petitions where the landlord has no good-faith basis for believing that the tenants' incomes exceed \$175,000. The income of household members who make less than \$50,000 should not be counted. The income of household members who did not occupy the premises as a primary residence for the full two-year look-back period should not be counted for the full two years. There should be no "combining" apartments for purposes of high-income deregulation. And landlords should not be permitted to file deregulation petitions against a household more than once every four years.

DHCR now permits the immediate deregulation of apartments upon finding that the tenants' income exceeds the threshold or upon a finding of default. The Rent Stabilization Law, however, requires that a tenant enjoy the benefit of a one-year lease or two-year lease. It also provides that DHCR orders are stayed if an administrative appeal is pending.

To bring the Code into line with these legal mandates, tenants whose apartments are deregulated should be allowed to stay until the end of their lease, and they should be allowed to renew their leases if they are appealing a deregulation order.

Overall, Governor Pataki has filled the upper echelons of DHCR with administrators and attorneys who made their careers working exclusively for landlords. The most significant thing that the next Governor can do is to hire a staff that has impartial credentials in public administration, fraud investigation, policymaking, law enforcement and administrative adjudication. There is no reason why partisans and insiders should be permitted to run the agency.

*Seth A. Miller is an attorney with the firm Collins Dobkin & Miller.*

*The next 11 proposals will appear in our November and December issues.*

## Columbia

*continued from page 5*

alumni have serious reservations about the expansion proposal, and a group of concerned alumni is considering launching a counter-campaign to enlist fellow graduates in a pledge not to contribute to the university unless it agrees to comply with the 197-a plan. In addition, the university will need help from the city government to acquire property currently under city control and to win zoning and land-use changes. Columbia is in the first stage of the Uniform Land Use Review Procedure (ULURP), and is preparing a draft environmental-impact statement for pub-

lic comment.

Many students are also opposed to what Columbia is proposing to do in their name. The Student Coalition on Expansion and Gentrification has been active on campus, sharing information with fellow students and demanding that the university administration provide full disclosure and accommodate the community's needs.

*More information about the Columbia expansion plan and the community's resistance can be found at CPC's Web site, [www.stopcolumbia.org](http://www.stopcolumbia.org).*

### HPD CODE VIOLATIONS ON LINE

#### Look up your building!

*At long last, the HPD violations terminal is available on-line. If you go to the HPD Website listed below and follow the instructions, you should be able to get an up-to-date list of violations on a building.*

[www.nyc.gov/html/hpd/html/data/hpd-online-portal.html](http://www.nyc.gov/html/hpd/html/data/hpd-online-portal.html)

## HUD Report Denies Favoritism Toward Bush Supporters

An internal investigation by the federal housing department has found no proof that HUD steered contracts to Bush supporters and away from opponents of the president—although Secretary Alphonso Jackson tried.

The unreleased report, obtained by the press last month, said the Department of Housing and Urban Development's inspector general's office had found "no direct evidence that political favoritism played any role in awarding grants or contracts from the secretary of HUD or any of his subordinates." While several HUD officials told investigators that Jackson had urged them to grant contracts to Bush supporters and

deny them to pro-Democratic firms, the report said there was no proof that anyone had actually done that.

The probe began after a speech Jackson made at a real-estate conference in Dallas in April, where he described denying a HUD advertising contract to a businessman who had "made a heck of a proposal," but had told him "I have a problem with your president... I don't like President Bush."

"He didn't get the contract," Jackson told the group. "Why should I reward someone who doesn't like the president, so they can use funds to try to campaign against the president?"

Jackson told investigators that

he had made that story up, according to the report.

However, several HUD officials told investigators that Jackson had made similar statements to them. Cathy MacFarlane, HUD's former assistant secretary for public affairs, said that at one meeting, Jackson told staff that "it was important to consider presidential

supporters when you are considering the selected candidates for discretionary contracts." And Jo Baylor, HUD's chief procurement officer, said that he had told her "it really bothered him that people [expletive] dog out the president but still want contracts and money from the administration, that it drives him nuts."

### Trump

*continued from page 1*

not happening," responds Berman. "Now is when the decision is being made, which is unfortunate, because it's not out in public."

Trump and his partners "are negotiating with the city to see how far they can go," Berman explains. If the developer files another formal proposal, he adds, it will mean that either Trump and the city reached a deal behind the scenes or that the negotiations reached an impasse and Trump is preparing to challenge the permit denial in court. A decision could come as soon as this month, he says.

Meanwhile, Trump Condo Hotels, which initially said construction would begin in October, now advertises that groundbreaking "is expected to occur at the end of 2006." No units have been officially offered for sale yet, but Trump is hyping their "expansive bathrooms with bronze fixtures, stone-slab countertops, separate two-person tubs and separate glass-enclosed showers."

Adam Friedman of the Industrial Retention Network is also concerned. An interpretation of the zoning code that supports the Trump proposal, he says, would open the door to residential development in industrial areas, which would set off a downward spiral among manufacturers. The new residents would complain about noise, parking, and trucks, and upscale development would destabilize the real-estate market in

those areas, with landlords either emptying industrial buildings outright or hedging their bets by giving manufacturers shorter leases.

Manhattan still has the highest number of industrial jobs in the city, Friedman says, and there are also significant concentrations in Long Island City and Williamsburg/Greenpoint. But all these areas are under pressure from development. The recently rezoned parts of Williamsburg/Greenpoint include 200 manufacturers with 4,000 employees, he says.

While the city is still losing industrial jobs, it's happening for different reasons than in the '60s and '70s. Back then, he says, it was large, standardized manufacturers such as Farberware and Swingline deciding that they didn't need to be in the city; now, it's smaller, more specialized companies, such as in the garment and jewelry industries, that need to be close to their customers here—but they're having a severe problem finding space. The city's vacancy rate for industrial space is below 5 percent.

These factories provide better jobs than the retail or restaurant sectors do, he adds: Industrial production workers in the city earn an average of \$43,000 a year, more than 60 percent have health insurance, and a significant portion are unionized. "Healthy cities have both affordable housing and jobs," he says. "Keeping these jobs is very important for the city."

### Senior and Disabled Tenants

Seniors, 62 or older, in rent-regulated, Mitchell-Lama and some other housing programs whose disposable annual household income is \$26,000 or less (for 2005) and who pay (or face a rent increase that would cause them to pay) one-third or more of that income in rent may be eligible for a Senior Citizen Rent Increase Exemption (SCRIE). Apply to:  
The NYC Dept of the Aging  
SCRIE Unit  
2 Lafayette Street, NY, NY 10007.

Disabled tenants receiving eligible disability-related financial assistance with incomes of \$17,580 or less for individuals and \$25,212 or less for a couple facing rents equal to or more than one-third of their income may be eligible for the Disability Rent Increase Exemption (DRIE). Apply to:  
NYC Dept. of Finance  
DRIE Exemptions  
59 Maiden Lane - 20<sup>th</sup> floor  
New York, NY 10038

*DRIE and SCRIE info is available on the city's website, [www.nyc.gov](http://www.nyc.gov), or call 311.*

### WHERE TO GO FOR HELP

**LOWER EAST SIDE BRANCH at Cooper Square Committee**  
61 E. 4th St. (btwn. 2<sup>nd</sup> Ave. & Bowery)  
**Tuesdays ..... 6:30 pm**

**CHELSEA COALITION ON HOUSING**  
Covers 14<sup>th</sup> St. to 30<sup>th</sup> St., 5<sup>th</sup> Ave. to the Hudson River.  
322 W. 17<sup>th</sup> St. (basement), CH3-0544  
**Thursdays ..... 7:30 pm**

**GOLES (Good Old Lower East Side)**  
17 Ave. B. Lower East Side tenants only, 212-533-2541.

**HOUSING COMMITTEE OF RENAISSANCE**  
Covers 135<sup>th</sup> St. to 165<sup>th</sup> St. from Riverside Dr. to St. Nicholas Ave., 537 W. 156<sup>th</sup> St.  
**Thursdays ..... 8 pm**

**LOWER MANHATTAN LOFT TENANTS**  
St. Margaret's House, Pearl & Fulton Sts., 212-539-3538  
**Wednesdays ..... 6 pm-7 pm**

**VILLAGE INDEPENDENT DEMOCRATS**  
26 Perry St. (basement), 212-741-2994  
**Wednesdays ..... 6 pm**

**WEST SIDE TENANTS UNION**  
4 W. 76 St.; 212-595-1274  
**Tuesday & Wednesday ..... 6-7 pm**



## Join Met Council

Membership: Individual, \$25 per year; Low-income, \$15 per year; family (voluntary: 2 sharing an apartment), \$30 per year. Supporting, \$40 per year. Sustaining, min. of \$100 per year (indicate amount of pledge). For affiliation of community or tenant organizations, large buildings, trade unions, etc. call 212-979-6238.

My apartment  controlled  stabilized  unregulated  other \_\_\_\_\_  
 I am interested in volunteering my time to Met Council. Please call me to schedule times and duties. I can  counsel tenants,  do office work,  lobby public officials,  attend rallies/protests.

Name \_\_\_\_\_  
Address \_\_\_\_\_ Apt. No. \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Send your check or money order with this form to:  
Metropolitan Council on Housing, 339 Lafayette St., NY, NY 10012

Have a question about your rights?

Our phones are open to the public  
Mondays, Wednesdays & Fridays from 1:30 to 5 p.m.

We can briefly answer your questions, help you  
with organizing or refer you to other help.

**212-979-0611**