



Anti-SLAPP Ruling Cheers Bronx Tenant Advocates

By Betsy Morais

Renita Williams has struggled to survive in her own home since she moved in a decade ago. In a rainstorm, water cascades through the roof of her fifth-floor apartment at 2268 Washington Avenue in the north Bronx. She covers the holes in the ceilings above her children's beds with plastic tarps, but has lost three televisions and a computer to rain damage. The moisture has led to fungus growing, which has caused asthma among her family. In the morning, when she wakes up in a room of crumbling walls and heads into a kitchen with leaking pipes, she seeks solace in a cup of joe. But, she said, "You can't set your coffee down, because roaches are in your coffee."

Williams is one of many tenants around the city who endure foul living conditions in exchange for cheaper rent. But a legal decision stemming from her neighborhood indicates change may come. Bronx Supreme Court Justice Sallie Manzanet-Daniels in July ruled for the Northwest Bronx Community and Clergy Coalition in a decision the group sees as a clear defense of the right to speak out against negligent landlords.

When the NWBCCC began to work on tenants' behalf in Williams' neighborhood in 2003, the titular landlord then responsible for five buildings, Steve Tobia, filed suit against housing organizers. When they picketed and posted flyers on the properties, he claimed the activists were trespassing and committing libel and wrongful interference with the landlord's bank, Washington Mutual. "The actions of these activist groups scared off WaMu," said attorney Lawrence Gottlieb, who represented the landowners, then seeking refinancing. "We in essence had to go to other banks."

But the NWBCCC filed a counter-suit, alleging the landlords' action was a "Strategic Lawsuit Against Public Participation," or SLAPP, under a state statute created in 1992 to protect speech rights. SLAPP suits are filed in response to citizen organizing and communication with an influential party to quell public activism. It took a few years, but in July, Justice Manzanet-Daniels dismissed all of the landlords' claims. Because this is the first case in which an anti-SLAPP suit was used in tenant-landlord relations—it's more often used in the context of land de-



NO PHONY DEMOLITIONS: Tenants rallied at City Hall Aug. 12 to protest proposed changes in the state's demolition rules. Story on page 7.

velopment disputes—the NWBCCC team is claiming that a precedent has been set for tenant organizing and free expression.

The decision "says loud and clear to landlords,

"You cannot sue community-based organizations" for exercising their First Amendment rights, said Albany Law School assis-

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Stanley Michels, Father of City Lead-Paint Law, Dies at 75

By Jenny Laurie

Tenants lost one of their finest advocates this summer with the death of former City Councilmember Stanley Michels on Aug. 1. Michels, 75, died after a long battle with a rare form of cancer called angiosarcoma.

Michels, who represented northern Manhattan in the Council from 1978 to 2001, championed the cause of lead-poisoning prevention throughout his long career. He was the chief sponsor of the city's original lead-paint law, which was passed in 1982 as Local Law 1, and continued to work with advocates until he was forced



from the Council under the term-limits law.

The 1982 law was enacted under the early understanding of how lead poisoning worked—it was assumed to be a condition caused by toddlers ingesting chips from peeling lead paint. As the science advanced, and children in the city continued to suffer the lifelong damage (although at much lower levels), lead-paint dust was found to be the real culprit. Michels fought against strong real-estate interests in the Council, trying to pass a bill that would modify the housing codes to re-

quire that landlords minimize the presence of lead dust.

In 1999, Michels and advocates fought and lost against the passage of Local Law 38, a weakening of the original law that was pushed by the Council leadership and the real-estate industry. The fight put Michels at regular odds with the Council leadership, a considerable sacrifice since the leadership controlled money for committees and staff. Evidence soon proved that law to be a failure, as poisoning rates continued unabated. Michels' reform bill was finally passed as Local Law 1 of 2004 under the leadership of then-Councilmember Bill Perkins, with the help of the new speaker, Gifford Miller.

While Michels' fight against childhood lead poisoning will earn him

his place in heaven, he was key to the lives of most tenants in the city because, as a member of the Council's housing committee, he routinely fought to strengthen the rent laws and tenant-protection codes. In the 1990s, when the leadership of the Council under then-speaker Peter Vallone be-

came openly pro-landlord, Michels fought tirelessly, often in the minority, to stop or slow the loss of tenant-protection laws.

Michels, who had been a tenant lawyer prior to his election, represented Washington Heights, Inwood, and West Harlem in

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NYC Community Organizers Fight Palin-Giuliani Slurs

Community organizers across America, taken aback by a series of attacks from Republican leaders at the GOP convention in St. Paul, Minnesota, came together Sept. 4 to defend their work organizing Americans who have been left behind by unemployment, lack of health insurance, and the national housing crisis. The organizers demanded an apology from Alaska Governor Sarah Palin, the Republican vice-presidential candidate, for her statement that community organizers have no “actual responsibilities.”

“Community organizers work in neighborhoods that have been hit hardest by the failing economy,” said John Raskin, founder of Community Organizers of America and a community organizer on the West Side of Manhattan. “The

last thing we need is for Republican officials to mock us on television when we’re trying to rebuild the neighborhoods they have destroyed. Maybe if everyone had more houses than they can count, we wouldn’t need community organizers. But I work with people who are getting evicted from their only home. If John McCain and the Republicans understood that, maybe they wouldn’t be so quick to make fun of community organizers like me.”

Though many people are unfamiliar with community organizing, the job is both straightforward and vital. Community organizers work with families who are struggling—because of low wages, poor health coverage, unaffordable housing, and other community problems—so that collectively, they can fix those problems and

make government respond to their day-to-day concerns. Organizers knock on doors, attend community meetings, visit churches and synagogues and mosques, and work with unions and civic groups and block associations to help ordinary people build power and counter the influence of self-interested insiders and highly paid lobbyists at all levels of government.

Scorn for community organizers has been a prominent feature of the Republican convention. On Sept. 3, three Republican leaders mocked community organizers:

- Former Governor George Pataki said: “[Barack Obama] was a community organizer. What in God’s name is a community organizer? I don’t even know if that’s a job.”

- Former Mayor Rudy Giuliani said: “On the other hand, you have a resume from a gifted man with an Ivy League education. He worked as a community organizer. What? [Laughter]... I said, OK, OK, maybe this is the first problem on the resume.”

- Sarah Palin said: “I guess a small-town mayor is sort of like

a community organizer, except that you have actual responsibilities.”

Community organizers were quick to fire back.

“I have actual responsibilities,” said Jacqueline del Valle, a community organizer in the Bronx. “If Mayor Giuliani and President Bush cared more about working people instead of just people who can hire high-powered lobbyists, maybe I wouldn’t have so much responsibility. Maybe working people would have an easier time in America today. But that’s not our reality, and they don’t have to mock us while we’re trying to clean up their mess.”

The community organizers emphasize that their work will be necessary as long as lobbyists have undue influence over American government and the economy continues to fail people who work hard and still struggle to provide for themselves and their families.

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EDITOR
Steven Wishnia

PRODUCTION/DESIGN
John M. Miller

TRANSLATION
Vajra Kilgour/Lightning Translations

STAFF
Morton Banks, Julian Friedman, Don Gilliland, Jeanne Harroo, Monroe Head, Esther Joselson, Rosel Lehman, Marie Maher, Anne Moy, John Mueller, Anita Romm, Shirley Small, Ann Towle, Leah Wolin

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EL INQUILINO HISPANO

Fallo en contra de SLAPP da ánimos a defensores de inquilinos en el Bronx

Por Betsy Morais

Traducido por Lightning Translations

Renita Williams ha tenido que luchar para sobrevivir en su propio hogar desde que se mudó a él hace una década. Durante los aguaceros, el agua cae en cascada por el techo de su apartamento en el quinto piso de 2268 Avenida Washington en el norte del Bronx. Cubre los agujeros en los cielorrasos sobre las camas de sus hijos con plástico encerado, pero ha perdido tres televisores y una computadora a causa de daños por las lluvias. La humedad ha resultado en el crecimiento de hongos, que ha ocasionado asma a los miembros de su familia. Las mañanas, al despertar en una habitación con paredes que se desmoronan, y dirigirse a una cocina con la cañería agujereada, busca consuelo en una taza de café. Sin embargo, dice, “No puedes dejar el café, porque las cucarachas estarán en tu café”.

Williams es una de muchos inquilinos en toda la ciudad que aguantan condiciones de vida infrahumanas a cambio de un alquiler más barato. Sin embargo, un fallo legal que emanó de su

vecindario sugiere que un cambio puede suceder. La juez de la Corte Suprema del Bronx Sallie Manzanet-Daniels falló en julio a favor de la Coalición de la Comunidad y del Clero del Noroeste del Bronx (Northwest Bronx Community and Clergy Coalition, NWBCCC), en una decisión que el grupo considera una defensa clara del derecho a denunciar a los caseros negligentes.

Cuando la NWBCCC empezó a trabajar a nombre de los inquilinos en el vecindario de Williams, en 2003, el casero titular responsable de cinco edificios en ese entonces, Steve Tobia, entabló una demanda en contra de los organizadores de inquilinos. Cuando éstos formaban piquetes y colocaban volantes en las propiedades, él sostuvo que los activistas estaban ahí ilegalmente, además de cometer difamación e interferencia indebida con el banco del casero, Washington Mutual. “Las acciones de estos grupos activistas amedrentaron a WaMu”, dijo el abogado Lawrence Gottlieb, representante de los propietarios,

quienes en ese momento buscaban refinanciar sus propiedades. “Esencialmente teníamos que recurrir a otros bancos”.

Sin embargo, la NWBCCC entabló su propia demanda en contra de los caseros, alegando que la acción de éstos fue una “Demanda Estratégica en Contra de la Participación Pública” (Strategic Lawsuit Against Public Participation, SLAPP), bajo una ley estatal creada en 1992 para proteger los derechos de expresión. Las demandas SLAPP son entabladas como respuesta a la organización y comunicación de los ciudadanos con un partido influyente, con fines de reprimir el activismo público. Pasaron varios años antes de la decisión, pero en julio la juez Manzanet-Daniels rechazó todos los reclamos de los caseros. Ya que éste es el primer caso en que una demanda anti-SLAPP se utiliza en una relación inquilino-casero (se utiliza más frecuentemente en el contexto de disputas sobre el desarrollo de terrenos), el equipo de la NWBCCC sostiene que se ha sentado un

precedente para la organización de inquilinos y la libertad de expresión.

La decisión “dice claramente y en voz alta a los caseros, ‘No pueden demandar a las organizaciones basadas en la comunidad’” por ejercer sus derechos bajo la Primera Enmienda, según el profesor asistente de la Escuela de Leyes de Albany Ray Brescia, quien sirvió como el abogado principal en el caso en colaboración con el Centro de Justicia Urbana (Urban Justice Center). Harvey Epstein, director ejecutivo del Centro, dijo que el mensaje para los caseros es: “Si hacen esto, van a recibir una SLAPP [‘bofetada’]”.

Las cinco propiedades de las cuales Tobia era responsable, que incluían dos edificios de apartamentos en la Avenida Washington Avenue, dos en la avenida Walton y una en 1055 Grand Concourse, eran algunos de alrededor de 100 edificios, incluido el de Renita Williams, que eran parte del grupo

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Los Ajustes de la “Junta de Regulación de Renta” de la Ciudad de Nueva York (Orden No. 39)

Para los contratos de apartamentos de Renta Estabilizada que comienzan el 1ro. de octubre de 2007 hasta el 30 de septiembre de 2008.

Renovación de Contrato

Los caseros tienen que ofrecer a los inquilinos de renta estabilizada una renovación de contrato dentro de 90 a 120 días antes de que venza su contrato actual. La renovación de contrato tiene que mantener 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 debía 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 Subarriendo

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

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 \$27,000 o menos (para 2006) 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 una congelación 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.

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

Las unidades desvanes
Los aumentos legalizados para unidades

Tipo de Contrato	Renta Legal Actual		Contrato de 1 Año	Contrato de 2 Años
Renovación del Contrato	Todos		3%	5.75%
Contratos para Apartamentos Vacíos	Más de \$500	Incrementos por desocupación cobrados en los últimos 8 años	17.25%	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 17.25%	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	17.25% + \$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, + 175% + \$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	17.25% 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 17.25%, 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

de desván son un 2.5 por ciento por un contrato de un año y 5.25 por ciento por dos años. No se permiten incrementos para las unidades de desván vacías.

Hoteles y SROs

El aumento es un 0 por ciento de la renta cobrada el 30 de septiembre de 2007 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).

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 de renta sin autorización 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 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

Jenny Laurie dice “adios” a Met Council

Queridos Miembros,

Me despidió de Met Council después de muchos años maravillosos como parte del personal. Vine a Met Council por primera vez a mediados de los años 1980 como voluntaria cuando estaba luchando contra mi propio casero. La gente de Met Council en el Loisaida me enseñó mis derechos y cómo hacer frente al casero, y luego me sugirió que ayudara a enseñar lo mismo a otras personas. Empecé a trabajar como voluntaria en la clínica de vivienda de la Calle Cuatro Este y más adelante conseguí un puesto como organizadora.

Al unirme al personal, tuve la oportunidad de trabajar con Jane Benedict, miembro de los fundadores de Met Council, quien fue una inspiración poderosa para mí y para la mayoría de los demás en el despacho y en la junta directiva de la organización. Jane me enseñó la importancia de mantenerme profundamente comprometida con una meta política (vivienda decente, racialmente integrada y asequible) y de hablar directa y honestamente con todos los que trataba. Conocí a otros de su generación en Met Council, personas profundamente políticas y valientes, la mayoría de las cuales habían entrado en la organización durante los primeros años de la lucha en contra de los poderes destructivos de Robert Moses y el programa de renovación urbana de la ciudad.

En los años desde que empecé este trabajo, han ocurrido importantes cambios en el movimiento de inquilinos. ¿Cómo eran las cosas diferentes en ese entonces? Iba a la Corte de Vivienda casi todos los días con inquilinos en huelga de renta. No existían unidades descontroladas en ningún edificio, y aunque se realizaron algunas conversiones en cooperativas, este fenómeno no tenía mucho impacto en los vecindarios donde yo trabajaba. Todos los residentes eran inquilinos (todos de renta regulada)

y estaban dispuestos a trabajar juntos para formar poderosas asociaciones de inquilinos.

Las mayores cuestiones en ese entonces eran de servicios: calefacción, agua caliente, serios problemas de seguridad. Había especuladores entonces, como hoy en día, pero no parecían ser tan sofisticados como son ahora. Además, quizás la memoria me traicione, pero me parece que para la mayoría de los inquilinos, la renta estaba al alcance de sus bolsillos, aun en los vecindarios pobres donde yo trabajaba. Ahora, por supuesto, parece que la mayoría de los inquilinos con quienes trabajamos pueden pagar la renta a duras penas. Los caseros quieren tener inquilinos de mayores ingresos en sus edificios y usan métodos sofisticados para desalojar a los inquilinos de muchos años.

También fue por medio de Met Council que encontré al hombre que se convirtió en mi marido, Kenny Schaeffer. Poco después, el piso del despacho fue despedido para dar cabida a un corral infantil, mientras primero mi hija Hazel y después Elizabeth se aprovecharon de las mujeres en el despacho, quienes les mimaban y educaban.

Dejo a Met Council en las manos competentes de la junta directiva, presidida por Scott Sommer, quien ha participado por más tiempo que yo y está profundamente comprometido con el futuro de la organización. La junta se reunirá en el transcurso del verano para buscar mi sustituto y decidir la dirección futura de la organización.

No puedo agradecer lo suficiente a todos: miembros de la organización, miembros de la junta ejecutiva, valientes líderes de inquilinos, grandes y generosos voluntarios por los 20 años maravillosos. Espero devolver una pequeña parte de lo que recibí, al trabajar como voluntaria en el futuro.

SLAPP en el Bronx

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New Line Realty. Se cree que al fin de cuentas este grupo de corporaciones de bienes raíces del Bronx es controlado por el hombre de negocios de Westchester Frank Palazzolo.

Al librarse la batalla en la corte, Chloe Tribich era la organizadora principal de la NWBCCC en el vecindario. Describió las propiedades de Palazzolo como “sin duda los edificios más ruinosos y mal mantenidos en el Bronx”. Se reunió con los inquilinos para hablar sobre un sinnúmero de quejas que incluían plagas de bichos, cielorrasos que caen y cerraduras defectuosas en las puertas. Tribich, actualmente una organizadora dirigente para el grupo de defensa de vivienda llamado Vivienda Aquí y Ahora (Housing Here & Now), ayudó a comunicar estas quejas al prestamista hipotecario de Tobia, Washington Mutual Bank, con la esperanza de que WaMu hiciera respetar su “cláusula de buen estado” en los edificios.

Tobia sostuvo en la corte que la conferencia de los representantes de los inquilinos con su prestamista hipotecario le puso en una situación de desventaja económica, pero la abogada de la NWBCCC Wendy Stryker aseveró que la táctica de la NWBCCC es bastante común. Según Stryker, abogado en el bufete de Frankfurt Kurnit Klein y Selz, algunos bancos hasta contratan a agentes que investiguen específicamente las quejas de inquilinos para asegurar prácticas de prestación hipotecaria responsables. “Este casero en particular no lo entendía”, dijo.

Sin embargo, mientras las maniobras legales continuaban, los inquilinos sufrían la negligencia ya en curso. Una demanda SLAPP puede crear un “efecto enfriador” en la participación pública aun si al fin de cuentas un juez rechaza los reclamos.

“Yo sí avisé a mi personal que dejara caer al suelo lo que estábamos haciendo en alrededor de 50 edificios de apartamentos”, dijo Mary Dailey, quien era la directora ejecutiva de NWBCCC hasta el fin de la primavera de 2005. “Detuvimos muchas de nuestras actividades en defensa de los inquilinos”. Después que los esfuerzos de organización se redujeron durante los primeros seis meses de la demanda, las relaciones con los inquilinos empezaron a estancarse y la NWBCCC empezó a perder el contacto con el vecindario.

“Aunque quizás solamente nombraron cinco edificios en la demanda, básicamente dejamos de trabajar en la mayoría de los edificios con que estábamos comprometidos porque teníamos miedo de que fueran añadidos a la lista”, dijo Orlando Torres, organizador de la NWBCCC recientemente encargado de renovar los esfuerzos de defensa de inquilinos en el área.

Mientras tanto, la desesperación de los inquilinos seguía creciendo. Desde que se inició la demanda, los cinco edificios involucrados y muchas de las propiedades cer-

canas de Palazzolo han cambiado de dueño, algunos varias veces. Según los archivos de la NWBCCC, los apartamentos actualmente son propiedad de la compañía de bienes raíces Seventh Avenue Management. Sin embargo, dijo Torres, cualquiera de estas propiedades “podría haber sido vendida o podría haber sido transferida a otra compañía de administración propiedad de la misma persona”. Esto sucede muy a menudo, para el engaño de los inquilinos, dijo. Tiene una “corazonada” que Palazzolo todavía controla los edificios. Hasta Danillo Fernández, el superintendente del 2268 Avenida Washington, que no está incluido en la demanda, y del 2334, que sí lo está, no sabe de ciencia cierta para quién trabaja.

Muchos inquilinos sienten como si se estuviera tratando de desalojarlos. Williams entiende la lógica; con una renta mensual de \$933, no hay ganancias financieras que realizar al invertir en su apartamento. Ella, además de otros, cree que el casero está aguardando hasta que se acabe su paciencia, para poder convertir los apartamentos en viviendas elegantes y alquilarlos a los que puedan pagar más, una vez que las condiciones se vuelvan demasiado horribles para poder vivir en ellas.

“Este edificio es una basura”, dijo Cynthia Suarez, también residente de 2268. Cuando llama a que los trabajadores de mantenimiento reparen los caños reventados o los clavos que sobresalen de las tablas del piso y cortan los pies de su hija, se le dice, “Mañana, tras mañana, tras mañana”. Aunque no habla español, ha aprendido que “mañana” nunca llegará. El organizador Torres animó a Suarez a no darse por vencida, y la invitó a una reunión informativa sobre los derechos de los inquilinos el mes pasado en la Iglesia de Nuestro Salvador, al otro lado de la calle. Ella y sus vecinos estaban entusiasmados por acudir.

Esta fue la primera vez que Torres puso pie dentro de 2268, donde explicó la decisión de la corte en julio a los inquilinos, la mayoría de los cuales no conocían de la demanda. Tribich comentó que cuando Tobia entabló el caso SLAPP, “Se puso claro qué profundamente amenazados estaban los caseros por la organización de los inquilinos; casi fue inspirador, porque sugirió que la gente puede juntarse y luchar por reparaciones”.

La gente puede “involucrarse en acciones para conseguir justicia social sin temor de litigios”, dijo Epstein, de Justicia Urbana. “Esto es un precedente realmente importante”.

Gottlieb, quien representa a New Line Realty, no está de acuerdo. La juez Manzanet-Daniels concedió la petición de la NWBCCC para una sentencia emitida sin apertura de la causa a prueba solamente porque él no podía presentar evidencias bastante convincentes, a causa de que

Inquilinos de mayor edad y minusválidos

Las personas mayores de 62 años o más, en vivienda de renta regulada, Mitchell-Lama y algunos otros programas, con ingresos disponibles anuales de familia de \$28,000 o menos (el año pasado) y quienes pagan (o enfrentan un aumento de renta que les obligaría a pagar) un tercio o más de estos ingresos en renta pueden llenar los requisitos para una Exención de Incrementos de Renta para las Personas de Mayor Edad (Senior Citizen Rent Exemption, SCRIE). Solicítela a:

The NYC Dept. of the Aging
SCRIE Unit
2 Lafayette Street, NY, NY 10007

Los inquilinos minusválidos que reciben ayuda financiera relacionada con invalidez y tienen ingresos de \$18,396 o menos para individuos y \$26,460 o menos para una pareja y quienes enfrentan rentas iguales a o más de un tercio de sus ingresos pueden llenar los requisitos para la Exención de Incrementos de Renta para Minusválidos (Disability Rent Increase Exemption, DRIE). Solicítela a:

NYC Dept. of Finance
DRIE Exemptions
59 Maiden Lane – 20th Floor
New York, NY 10038

La información sobre DRIE y SCRIE está disponible en el sitio Web de la ciudad, www.nyc.gov, o llame a 311.

SLAPP*continued from page 1*

tant professor Ray Brescia, who served as lead attorney in the case in collaboration with the Urban Justice Center. Harvey Epstein, executive director at the Center, said the message to landlords is: "If you do this, you are going to get SLAPP'd."

The five properties Tobia was responsible for, which included two buildings on Washington Avenue, two on Walton Avenue, and one at 1055 Grand Concourse, were among about 100 buildings—including Renita Williams'—that were part of the New Line Realty group. This collection of Bronx real-estate corporations is thought to be ultimately controlled by Westchester businessman Frank Palazzolo.

When the court battle began, Chloe Tribich was the NWBCCC's lead organizer in the neighborhood. She described the Palazzolo apartments as "easily the most dilapidated, poorly cared-for buildings in the Bronx." She met with tenants to discuss a slew of grievances that included vermin infestation, falling ceilings, and faulty locks on their doors. Tribich, who is currently a lead housing organizer for advocacy group Housing Here & Now, helped communicate these complaints to Tobia's mortgage lender, Washington Mutual Bank, in the hope that WaMu would enforce its "good repair clause" on the buildings.

Tobia argued in court that their conference with his mortgage lender put him at economic disadvantage, but NWBCCC lawyer Wendy Stryker asserted that the NWBCCC's tactic is not uncommon. According to Stryker, an attorney with the firm Frankfurt Kurnit Klein & Selz, some banks even hire officers specifically to investigate tenant complaints in order to ensure responsible mortgage-lending practices. "This particular landlord group didn't understand it," she said.

But as the legal maneuverings continued, tenants suffered from ongoing negligence. A SLAPP

suit can create a "chilling effect" on public participation even if a judge ultimately dismisses its claims.

"I did caution my staff to throw down what we were doing in about 50 apartment buildings," said Mary Dailey, who was NWBCCC executive director through the spring of 2005. "We put a lot of our advocacy on hold." After organizing efforts slowed during the first six months of the lawsuit, relationships with tenants began to grow stale, and the NWBCCC began to lose touch with the neighborhood.

"Even though they only maybe listed five buildings in the lawsuit, we basically stopped working in most of the buildings we were involved in because we were afraid they would be added on," said Orlando Torres, the NWBCCC organizer recently assigned to renew the area's advocacy efforts.

Meanwhile, tenant desperation continued to build. Since the lawsuit began, the five buildings involved and many of the surrounding Palazzolo properties have changed hands—some multiple times. According to NWBCCC records, the apartments are currently owned by real-estate firm Seventh Avenue Management. But, said Torres, any one of these properties "could have been sold, or it could have been moved to another management company owned by the same person." That happens all the time, deceiving tenants, he said. His "gut feeling" is that Palazzolo still controls the buildings. Even Danillo Fernandez, the superintendent of both 2268 Washington Ave., which is not included in the lawsuit, and 2334, which is, isn't sure whom he's working for.

Many tenants feel they are being pushed out. Williams understands the logic; with a monthly rent of \$933, there's little financial gain to be made from investing in her apartment. She and others think the landlord is waiting them out, so that once conditions get too awful to live in, the landlord can

spiff up the apartment and rent it to a higher-paying customer.

"This building is a piece of crap," said fellow resident Cynthia Suarez. When she calls for the building's maintenance workers to repair bursting pipes or nails protruding from the floorboards that cut into her daughter's feet, she is told "Mañana, after mañana, after mañana." Even though she doesn't speak Spanish, she has learned that "tomorrow" will never come. Organizer Torres urged Suarez not to give up, and invited her to a tenant-rights informational meeting in early August at Our Savior Church across the street. She and her neighbors were eager to attend.

This was the first time Torres stepped inside 2268, where he explained the July court decision to tenants—most of whom weren't familiar with the lawsuit. Tribich remarked that when Tobia filed the SLAPP case, "It became clear how deeply the landlords were threatened by tenant organizing... it was almost inspiring, because it suggested that people can get together and fight for repairs."

People can "engage in social justice action without fear of litigation," said Epstein, from Urban Justice. "This is a really important precedent."

Gottlieb, representing New Line Realty, disagrees. Justice Manzanet-Daniels granted NWBCCC's request for summary judgment only because he wasn't able to

present strong enough evidence—because the passage of time meant losing track of potential witnesses who could have signed sworn affidavits. It wasn't a trial situation where people's presence can be compelled. "I don't see any precedential value," he said.

As to the condition of the apartment buildings, Gottlieb said, "I just don't think that was relevant"—but if it was, he claimed a "vast majority of tenants" had signed petitions saying they had a good working relationship with the landlord.

Still, it's not over. Attorney Stryker said she will be back before the judge this month to argue that New Line Realty group pay the NWBCCC's legal and compensatory fees, of at least \$1 million, plus \$10 million in punitive damages. "Now we turn around, and we're on the offensive," she said.

The message is still filtering through to residents. "Now, is this going to give me a problem with my landlord?" said 2268 resident Carmen Ortiz when organizer Torres asked about the conditions in her apartment. No, he explained, it legally cannot.

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Complaint Number

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

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

Appeals Court Upholds Tenant Lawsuit Against Nassau RGB

The Nassau County Rent Guidelines Board can't set different rent increases for tenants with different incomes, the state Appellate Division ruled July 9.

The ruling upheld a lower-court decision approving part of Tenants & Neighbors' lawsuit challenging the board's 2005-06 guidelines, which let tenants making less than \$24,000 a year apply to their landlords to renew their leases at increases of 1 percent for a one-year lease and 2 percent for two years. Other tenants got increases of 5.25 and 7.25 percent, with an extra 28 to 30 percent allowed on vacant apartments.

Michael McKee, treasurer of the Tenants Political Action Committee, termed the guidelines a fraud cooked up by the real-estate industry "designed to give the appearance of relief to low-income households, without actually giv-

ing such relief, but in reality a smokescreen to justify inflating the rent adjustments for households the board determined not to be low-income."

In practice, McKee wrote in an analysis of the decision, almost no landlords told their tenants that they might be eligible to renew their leases at the lower rate. Virtually all of the about 100 tenants who got the low-income discount, he said, were elderly SCRIE recipients whose landlords had tried to charge the full increases but were prevented from doing so by the state housing agency.

The Nassau RGB has not set guidelines for 2008-09 yet because of the ongoing litigation. Last year, it allowed increases of 2 and 4 percent. Landlords unsuccessfully challenged its 2006-07 increases, which were 2.25 and 4.25 percent.

SLAPP en el Bronx

viene de la página 4

el transcurso del tiempo suponía perder contacto con posibles testigos que hubieran podido firmar declaraciones juradas. No era una situación de proceso legal donde se puede obligar a las personas a acudir. "No veo ningún valor como precedente", dijo.

En cuanto al estado de los edificios de apartamentos, Gottlieb dijo, "Simplemente no creo que venga al caso", pero aun si así fuera, según él la "mayoría abrumadora de los inquilinos" habían firmado peticiones diciendo que tenían una buena relación de trabajo con el casero.

De todos modos, el caso no ha terminado. La abogada Stryker dijo que regresará frente a la juez este mes para reclamar que el grupo New Line Realty pague los gastos legales y de compensación

de la NWBCCC, que son de al menos \$1 millón, además de \$10 millones en daños punitivos. "Ahora damos una vuelta, y hemos tomado la ofensiva", dijo.

El mensaje todavía se está filtrando a los residentes. "Pues, ¿esto me va a dar problemas con el casero?" preguntó el residente de 2268 Carmen Ortiz cuando el organizador Torres le preguntó sobre las condiciones en su apartamento. No, explicó él, legalmente no puede.

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Budget Cuts Hit Tenants

By Andrew Lyubarsky

With a multicolored dragon tattoo emblazoned on his left arm, housing organizer Matt Wade calmly stepped atop a crumpled milk crate and hollered to all those assembled on July 20 in front of the Goddard Riverside Community Center on the Upper West Side: “New York needs housing, bring it back, put your workers back on staff.”

He was speaking to a crowd of single-room-occupancy (SRO) tenants, housing advocates, and union members who had gathered to support him and attorney Ryan Napoli. The two were recently laid off by their employer, the West Side SRO Law Project, because of city budget cuts. The SRO Law Project is part of Goddard Riverside’s social-services organization. Goddard’s management eliminated the two positions in response to deep cuts in city funding for legal-services providers.

“We are here to both protect the rights of union workers, as well as the tenants they represent. We ask everyone in power to maintain our level of services,” said Yarrow Willman-Cole, a SRO Law Project housing organizer. The employees at SRO Law Project are represented by the National Organization of Legal Service Workers, United Auto Workers Local 2320.

Unfortunately, the city budget cuts may make the Goddard Riverside battle only the first front of a broader struggle to provide needy tenants with

legal support. City-wide anti-eviction and SRO legal services will see a 25 percent cut, a loss of \$750,000 of annual resources. The Legal Services for the Working Poor coalition, comprising four smaller legal-services organizations, is taking a 42 percent hit. The Legal Aid Society and Legal Services New York will suffer cuts of almost 60 percent in city funding, amounting to a loss of more than \$2 million annually. The city appropriated more than \$3.6 million in fiscal year 2008 and only \$1.5 million for the two organizations in fiscal year 2009.

Thus far, there have been no layoffs at the Legal Aid Society and Legal Services New York. Those two, the city’s premier unionized criminal-defense and legal services organizations, have plugged budget holes with other funding. While Goddard Riverside management claims that layoffs are a necessary response to the economic downturn and diminished city funding, the union asserts that management has not acted in good faith and opened its books to justify the layoffs. In particular, there is contention surrounding Goddard Riverside’s \$10.7 million endowment as of fiscal year 2006, a small portion of which could be used to retain its frontline staff.

“Without the support of the West Side SRO Law Project, we wouldn’t have even known where to start fighting our landlord,” said West Side SRO tenant Vivian Riffelmacher.

Landlord Lobby Files Suit Against Anti-Harassment Act

On Aug. 7, the Rent Stabilization Association filed a lawsuit challenging the Tenant Protection Act, the city anti-harassment law enacted last winter.

The law defines harassment as any act “intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.” Those acts include using force or verbal threats against tenants, discontinuing basic services such as heat and hot water, filing frivolous eviction lawsuits, illegally locking tenants out, and removing entrance doors from occupied buildings. The law classifies harass-

ment as a housing code violation carrying a fine of \$1,000 to \$5,000.

The RSA argues that the law illegally expands the jurisdiction of the New York City Civil Court. It also claims that the definition of harassment is so vague that tenants will clog the courts with frivolous cases.

“This attempt to overturn the Tenant Protection Act speaks to the absolute necessity of having this law on the books,” City Council Speaker Christine Quinn said in a statement. “Obviously, some landlords feel they need to protect a pattern of behavior designed for only one purpose—to get people out of their homes.”

She told of how the new management of her building began operating an illegal hotel business out of her building in 2004, and praised the support of the SRO Law Project in helping her tenant association successfully litigate the matter. Project management was unavailable for comment.

Perhaps the most impassioned speech came from

Deepa Varma, an SRO Law Project staff attorney, who listed some of the cases the organization had to turn away because of the layoffs. One was a tenant with a degenerative brain disease who had lost her job and was in the hospital when her eviction case went to court, increasing the likelihood she will lose her case because she did not have legal representa-

tion. Another was a tenant who got kicked out of his home of 10 years when it was illegally converted to a hotel.

“Without the layoffs, we could have taken all these cases and won,” claimed Varma. “Now, we can do nothing to help.”

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NYC Rent Guidelines Board Adjustments (Order No. 40)

for Rent Stabilized Leases commencing Oct. 1, 2008 through Sept. 30, 2009

Order No. 39, covering leases commencing prior to October 1, 2008,

is available at <http://www.metcouncil.net/campaigns/RGB.htm>

Lease Type	Current Legal Rent	One-year Lease	Two-year Lease	
Renewal Leases	All...	landlord supplies heat	4.5%	8.5%
		tenant pays for heat	4%	8%
	Except where last vacancy lease was 6 or more years ago and rent is below \$1000	landlord supplies heat	\$40	\$85
		tenant pays for heat	\$40	\$80
Vacancy leases	More than \$500	Vacancy allowance charged within last 8 years	16%	20%
		No vacancy allowance charged within last 8 years	0.6% times number of years since last vacancy allowance, plus 16%	0.6% times number of years since last vacancy allowance, plus 20%
	Less than \$300	Vacancy allowance charged within last 8 years	16% plus \$100	20% plus \$100
		No vacancy allowance charged within last 8 years	0.6% times number of years since last vacancy allowance, plus 16% 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	16% 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 16%, 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 a rent-stabilized tenant a renewal lease 90 to 120 days before the expiration of the 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, the tenant has 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 per-

cent 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 \$28,000 or less (for 2007 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.

Disability Rent Increase Exemption Program

Rent-regulated tenants receiving eligible disability-related financial assistance who have incomes of \$18,396 or less for individuals and \$26,460 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.

Loft Units

Legalized loft-unit increases are 2.5 percent for a one-year lease and 5.25 percent for two years. No vacancy allowance is permitted on vacant lofts.

Hotels and SROs

4.5% for all categories, however, 0% when fewer than 85% of units are occupied by permanent, rent-regulated tenants.

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 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.

DHCR “Phony Demolition” Rule Changes Draw Protests

By Rachel Nielsen

A state regulation has been allowing private building owners to evict rent-stabilized tenants by demolishing apartment buildings—but the Division of Housing and Community Renewal says that no matter how it words the regulation, it doesn’t have the power to prevent owners from using the law to replace stabilized apartments with market-rate units.

In an interview last month, Gregory Fewer, the director of DHCR’s policy unit, said that some suggestions on the agency’s proposed demolition regulation—voiced by elected officials and housing advocates at an impassioned hearing the week before—do have merit. But he said a building can be demolished, or even just gut-renovated, for the purpose of removing tenants, and DHCR can’t stop it.

DHCR’s proposed regulations—which define “demolition”—allow for gutting the building and do not require demolishing it to the ground. That has led housing advocates to charge that the proposals will cause more evictions of rent-stabilized tenants by landlords. Advocates sounded off Aug. 12 at the DHCR hearing and a rally on City Hall steps that drew local politicians and about 100 housing activists.

Changes to the demolition regulations would govern the roughly 1 million rent-stabilized apartments in New York City. DHCR must approve the end of all leases of all rent-stabilized apartments in New York State including those undergoing demolition. According to Fewer, his agency is updating the demolition language to meet a requirement in a New York State Supreme Court case and to put the agency’s long-standing practices into writing.

The proposed language would spell out in DHCR regulations for the first time what constitutes a

“demolition.” Under the proposals, demolition can be “the complete gutting of all interior space in the building from the ground floor... and including the removal of the building’s roofs and of all internal building systems.” The proposed wording goes on to say that “however, a demolition... shall not require the removal of the outer walls and structural supports of a building.” The upshot is that a gut rehab can meet DHCR’s standard for “demolition” and can be grounds for DHCR’s approval to evict tenants.

Strong opposition to the proposal is coming from city elected officials, including City Councilmembers Rosie Mendez and Gale Brewer, State Sen. Liz Krueger and Assemblymembers Jonathan Bing and Deborah Glick. Many of them say demolition should be defined as razing the building to the ground, in order to prevent quasi-demolitions that just lead to market-rate housing. Krueger says that the landlord should be required to prove to DHCR that the demolition is needed for safety reasons, “which we believe was the original intent of the statute.”

DHCR disagrees and says that it can’t limit demolitions just to unsafe buildings. According to Fewer, who wrote the proposed regulations with input from other DHCR officials, there isn’t any language in the city’s Rent Stabilization Code or the state’s Emergency Tenant Protection Regulations that says demolition is limited to buildings with safety issues. To the contrary, he said, the Rent Stabilization Law and the Emergency Tenant Protection Act contain a demolition clause as a provision for private apartment building owners.

In asking DHCR to ban demolitions unless for unsafe structures, tenants are asking for something beyond the law, Fewer said. “Unfor-

tunately, the state legislature gave the owners this remedy, for lack of a better word,” he said, referring to demolitions. According to Fewer, DHCR has been allowing the partial demolitions now spelled out in the proposal “for the past several decades.” The proposed regulations put that existing policy in writing.

The proposed definition of a demolition is extensive, requiring all of the building’s systems to be stripped out by the owner, Fewer said. But “could they do that and then put in luxury condos? Yes.”

That’s exactly what angers tenant advocates, who say the new wording will make life worse, not better, for New York’s rent-stabilized tenants. In a statement read by her chief of staff at the Aug. 12 hearing before Fewer and DHCR legal staffers, Assemblymember Glick called the proposal “beyond inadequate” and “dangerous” to tenants. According to DHCR figures and Glick’s office, more than 50 demolition applications for rent-stabilized apartment buildings statewide are pending with DHCR.

Bethany Jankunis, Glick’s chief of staff, said in an interview that the demolition provision isn’t for evicting and replacing tenants who pay stabilized rents. “The law wasn’t intended to say, ‘Here’s a couple ways you can deregulate the unit,’” she said.

The other big change drafted by DHCR—which also met with opposition at the hearing—is a new formula for the “stipend” that owners must pay to demolition-evicted tenants. In addition to paying moving expenses, the landlord would be required to pay six years of a rent allowance. The new formula calls for landlords to pay the difference between the tenant’s rent in the soon-to-be-gutted building and the rent for a similar-size, rent-stabilized apartment in the same ZIP code, plus 20 percent. (The stipend currently is based on a citywide average.) According to DHCR, the 20 percent was an attempt to approximate market-rate rents.

But market-rate rents should be the basis of the payment calculations, say housing advocates.



Councilmember Rosie Mendez speaks at a City Hall, Aug. 12.

BETHANY JANKUNIS

With the scarcity of available rent-stabilized apartments, tenants being kicked out of a building likely won’t find a new home at a similar price, forcing them to pay market rate.

DHCR says many of the demolitions of rent-stabilized buildings are happening in Manhattan, hardly a locus of low rents. Councilmember Mendez, who represents the East Village and other Lower Manhattan neighborhoods, testified at the hearing that “a tenant undergoing this [process] in my district would not be able to find another rent-regulated apartment.”

The housing agency will accept public comments on the proposed regulations until Sept. 30. Fewer said he and his colleagues will decide whether to keep them as is, make changes, “or whether this is just a stupid idea and scrap the whole thing.”

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Senior and Disabled Tenants

Seniors, 62 or older, in rent-regulated, Mitchell-Lama and some other housing programs whose disposable annual household income is \$28,000 or less (for the previous 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 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 \$18,396 or less for individuals and \$26,460 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 - 20th floor
New York, NY 10038

DRIE and SCRIE info is available on the city’s website www.nyc.gov, or call 311.

Complaint Numbers

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

Predatory-Equity Deal Backfires at Harlem Complex

By Steven Wishnia

The owners who bought Harlem's Riverton apartment complex in 2005 are in danger of defaulting on a \$225 million loan.

Larry Gluck's Stellar Management and the Rockpoint Group private-equity firm purchased the seven-building, 1,230 apartment complex for \$131 million. In December 2006, they refinanced the loan for \$225 million, converting the debt into mortgage-backed securities that Deutsche Bank and Citigroup sold to investors. But in August, they informed their lenders that they expected to default on the loan this fall.

Gluck and Rockpoint's plans for the buildings used the "predatory equity" model employed by other private-equity firms in the city: buying buildings at prices that far exceed what the current rents can cover, and planning to kick enough tenants out to make a profit. Though more than 90 percent of Riverton's apartments were rent-stabilized when they did the refinancing, and only 87 were vacant or market-rate, Gluck and Rockpoint filed a prospectus with the Securities and Exchange

Commission stating that they expected to have more than half the apartments renting for more than \$2,000 a month in five years.

According to a JPMorgan analysis cited in the online business newspaper Debtwire, the loan was granted based on projections that the average rent would rise from \$894 a month to \$2,261, and that would be enough to make the buildings profitable.

"Spreadsheet analysis suggests that these projections are reasonable—but only if they can achieve that high rate of turnover—displacing half of Riverton's low- to moderate-income tenants in a five-year period," Community Service Society housing analyst Tom Waters wrote in an April memo distributed by the Partnership to Preserve Affordable Housing coalition. "Without a high rate of turnover, Riverton Apartments will continue to lose money for many years."

Unlike the Mitchell-Lama buildings that Gluck specializes in converting to market rate, however, the Riverton tenants were protected by rent regulations. The

deal "neglected both the legal issues of rent stabilization and... the political issue of tenant mobilization," Mitchell-Lama tenant activist Sue Susman told Debtwire. "The fact that many real-estate interests were buying largely rent-regulated developments with promises to investors of returns impossible under rent regulation sent a red flag to tenant advocates perhaps two years ago. It was obvious that such returns would only be available with the ouster of the majority of the tenants—and that's hard to do."

The situation has spurred worry on Wall Street that other owners who paid inflated prices for buildings at the height of the 2005-07 housing bubble—deals that could only be profitable if most of the tenants were forced out—may also default. Savoy Park/Delano Village in Harlem was acquired in a similar deal in 2006, and

the record-breaking purchase of Stuyvesant Town/Peter Cooper Village in 2006 also depends on converting most of the apartments to market rate.

Riverton, which covers the blocks from Fifth Avenue to the East River between 135th and 138th streets, opened in 1948. It was built by Met Life as a Harlem version of Stuyvesant Town, which was then restricted to whites only. Its residents over the years have included former Mayor David Dinkins, judges, former Cabinet members, actor Billy Dee Williams, and artist Romare Bearden. Assemblymember Keith L.T. Wright was born there in 1955 and still lives in the same apartment.

"Just because Larry Gluck paid too much money for these apartments doesn't mean that the residents should be penalized," Wright told a rally at Riverton on Aug. 23.

Stanley Michels

continued from 1

the City Council and was known for his excellent staff—his great chief of staff, Steve Simon, and his constituent aides, Al Perlin, Martin Smith, and others—who were steeped in the knowledge of tenants' rights. At Met Council, we knew that we could refer a tenant to that office and never hear back from them; the problem would be resolved. Michels was one of the very few elected officials with staff who would go to court with individual tenants or groups. We would occasionally see Michels himself in court with groups. It was a rare housing or tenant meeting, small or large, weeknight or weekend, that Stanley Michels did not attend.

Many city residents, particularly those in northern Manhattan, remember Michels' as a champion of environmental issues and the parks of the area. As chair of the Council's environment committee, he pushed for a greener city,

honchoing the city's early recycling laws, the city's first indoor-smoking ban, and the protection of the city's watershed (which also put him at odds with the real estate industry). Upper Manhattan residents also remember his efforts to improve their neighborhoods' parks—a walk in the Fort Tryon Park formal garden was named for Michels shortly before his death.

And of course, we will always remember Stanley because, whenever you saw him, whether on the floor of the Council chamber or at a tenants' meeting in northern Manhattan, he welcomed you with a warm bear hug. We will remember him because all of his knowledge, political integrity, and sharp intelligence were wrapped in one of the finest senses of humor to be found in the city of New York.

WHERE TO GO FOR HELP

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

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

GOLES (Good Old Lower East Side)
171 Avenue B (between 10 and 11 St.)
by appointments only except for emergencies. 212-533-2541.

HOUSING COMMITTEE OF RENA
Covers 135th St. to 165th St. from Riverside Dr. to St. Nicholas Ave.,
537 W. 156th St.
Thursdays 8 pm

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

MIRABAL SISTERS
618 W. 142nd St., 212-234-3002
Saturdays 1 - 4 pm

PRATT AREA COMMUNITY COUNCIL
201 DeKalb Ave., Brooklyn,
718-522-2613 ext. 24
3rd Wednesday 6 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

HOUSING CONSERVATION COORDINATORS
777 10 Ave.; 212-541-5996
Mondays 7-9 pm

NEIGHBORS HELPING NEIGHBORS
Covers Sunset Park and surrounding neighborhoods
443 39 St., Ste. 202, Brooklyn
By appointment only. 718-686-7946, ext. 10

QUEENS COMMUNITY HOUSE
Forest Hills Community Center,
10825 62nd Dr., Forest Hills
(718) 592-5757, ext. 280
Mondays and Wednesdays ... 9:30-11 am

QUEENS COMMUNITY HOUSE
Pomonok Community Center,
6709 Kissena Blvd., Flushing
(718) 591-6060
Fridays 10 am-12 pm



METROPOLITAN COUNCIL

ON HOUSING

Met Council is a citywide tenant union.

*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

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