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Housing for people, not profit

Tenant Inquilino

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Metropolitan Council on Housing
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PERIODICAL

New Year Brings Victory for Met Council Building

By Dave Powell

As 2002 drew to a close, tenants at 137 E. 26th St. in Manhattan emerged victorious from a 2 1/2-year battle with their landlord. The building's tenant association is affiliated with Met Council.

The struggle began in May 2000 when tenants were notified by their landlord, Stanley Wasserman, that the gas and water risers in their apartments would be replaced. They were told by the contractor that the work would "be a slight inconvenience." As work progressed in the first line of apartments, the tenants realized they had some serious problems on their hands.

First off, "riser replacement" turned out to be a euphemism for a total gut renovation of each bathroom, complete with all the rubble and lead dust that that entails. Second, the "slight inconvenience" turned out to be a six-week ordeal. As the bathrooms were rendered unusable, the landlord created a temporary bathroom facility. It was one toilet, one sink, and one shower, for all six households in the line—as well as the workers doing the renovations, and the occasional prostitute or drug addict who snuck in if the door was left unlocked.

The temporary bathroom was located in the basement, which could not be reached from inside the building. This meant that every time a tenant in the affected line needed to use the toilet or shower, they had to go downstairs, go through the lobby and out into the street, walk 20 paces down the block, and then down an exterior stairway and through a door under the stoop.

After work began in the second line, the tenants decided they'd had enough. Simultaneously, they called the Department of Buildings (DOB) and Met Council. DOB came out and issued a stop-work order on the landlord for working without a permit. But because DOB does not force landlords to file the proper permits needed to complete the job in situations like this, the households in the second line were stuck in mid-renovation. With the help of Met Council, the tenants filed an HP action in housing court, which compelled the landlord to get the permits straightened out and finish the work.

Soon after the completion of work in the second line, the tenants hired an attorney, Seth Miller of Collins, Dobkin & Miller. A strategic decision was made to deny the landlord access to all the other lines until an agreement could be reached regarding how future work would be done. This meant that when individual tenants denied access to their apartments, the landlord would likely take them to court. For months, negotiations went nowhere, with the landlord generally in denial about the tenants' concerns.

Eventually the landlord

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STEVE WISHNIA

137 E. 26 St.

Bloomberg's Property Tax: How Will It Affect Rents?

By Jenny Laurie

Do tenants face a massive rent increase thanks to Mayor Bloomberg's 18.5% property tax rate increase? There's no quick answer to the question. For sure, unregulated tenants without leases will probably feel the rate hike immediately. Landlords will definitely try to pass on the entire cost to rent-regulated tenants, as they have in the past. And another certainty is that while we will hear the screams of the coop and condo owners, the pains of regulated tenants will go unheard in the mainstream media.

Property taxes are complicated, especially in the sector of class two buildings, those of 10 units or more, which houses most of the city's rent-regulated tenants. The tax bill of a class two building is determined chiefly by its assessed value and the tax rate, with a few other minor factors mixed in. Tax bills for these buildings have been high in the last few years—a result not of increased tax rates (which have been more or less frozen since the early '90s), but of increases in assessments. Assessed values for rent-stabilized buildings are determined by the building's income, not its resale value (the criterion used to assess a single-family house). Put simply, assessments have been going up because landlords are making more money.

How Will Increases Get Passed On?

Unlike unregulated rental units, coops, and condos, where the property tax for the building can be passed directly to the occupants, the rent increases for rent-stabilized tenants must go through the Rent Guidelines Board.

Timothy Collins, former executive director of the RGB and currently an attorney at Collins, Dobkin & Miller, points out that when the RGB sets allowable increases each June, it takes many factors into account, including "the combined effect of changes in the tax rate and changes in tax assessments." Other factors include the cost of fuel, insurance, and labor, and, most important, the amount of political pressure the landlord lobby is putting on the mayor and his deputies.

For rent-controlled tenants, tax hikes get passed fairly automatically, via the formula that determines the Maximum Base Rent. Unregulated tenants living in coops, condos, private houses, and deregulated units in bigger buildings pay the tax hike in rent increases that are dependent on the owner and the terms of the current lease, if there is one.

The biggest impact could be on rent-stabilized tenants because there are more of them—over one million apartments, with close to 70% of them renewing leases that will be subject to the guidelines set this coming June—and because rent-stabilized tenants have historically carried the brunt of the tax burden. Despite their numbers, tenants have been historically been given the shaft when it comes to bearing the property-tax burden.

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INSIDE THIS ISSUE !

Richard Rivera, Judge in DHCR Lawsuit, Is Dead at 55

Brooklyn Supreme Court Justice Richard Rivera died on Dec. 12. He was the judge presiding over a lawsuit filed by Met Council and other tenant groups, alleging that the state Division of Housing and Community Renewal (DHCR) made unjustified changes to the Rent Stabilization Code in December 2000.

All arguments had been heard and a decision was pending at the time of Justice Rivera's passing. His death is bad news for tenants; tenant advocates widely regarded Rivera as one of the most fair and enlightened judges sitting in State Supreme Court.

Justice Rivera also had a substantial career as a legal services tenant attorney and a civil-rights attorney with the Puerto Rican Legal Defense and Education Fund, representing the New York City Coalition to End Lead Poisoning in its lawsuit to get the city to enforce its lead-paint law. An obituary appears below.

The Honorable Richard Rivera passed away on December 12, 2002. The cause of death was cancer.

In 1990, Judge Rivera was the first Puerto Rican to be elected to the Civil Court in Brooklyn. He served there until 1996, when he volunteered to sit on the Brooklyn Family Court bench. In 1997, he was appointed supervising judge of the Kings County Civil Court. In 2000, he was elected to the New York State Supreme Court in Brooklyn.

Justice Rivera's family moved to New York City from Orocovis, Puerto Rico in 1946. He was born on Oct. 13, 1947, the youngest of six children, and was raised in East Harlem. He moved to Puerto Rico when he was 18 to attend college and care for his ailing father, and graduated from the University of Puerto Rico magna cum laude in 1970.

Rivera returned to New York in 1971 and became a public-school teacher in the Bushwick neighborhood in Brooklyn. He obtained his law degree from Rutgers Law School in New Jersey in 1976. He then worked for the Legal Aid Society of New York and the Bronx Legal Services Corporation, where he specialized in housing, government benefits, and civil-rights litigation.

Between 1986 and 1990 Justice Rivera was a senior staff attorney with the Puerto Rican Legal Defense and Education Fund. There, he worked on civil rights, civil liberties, and First Amendment issues in education, housing, and employment.

Justice Rivera's tenure on the bench was marked by his intellect and compassion. He was respected by his colleagues and enjoyed a reputation for treating every attorney and litigant with the utmost respect. He was ever-protective of the rights of rights of litigants who could not afford counsel, working to make sure they did not become lost in or defeated by the technicalities of the legal system. Justice Rivera never lost site of the fact that the decisions he would make had a profound effect on the lives of those who appeared before him. He proudly wore a Mickey Mouse watch while on the bench, so that those appearing before him would understand that while he wielded the authority to resolve disputes, he was still a person, no different from the lawyers or litigants who entered his courtroom.

He is survived by his wife, his son, two sisters, and a brother.

— *Robert Rosenthal*

SAVE THE DATE

NYC Tenants To Invade Albany!

Tuesday, May 13, all day

On this day, rent regulated tenants and their allies will rally and lobby in Albany at the state legislature for stronger rent laws. The rent laws expire June 15 of this year.

We MUST make a strong showing in order to be taken seriously. The stakes are high! Plan to be there and spread the word!

For more information, contact Dave at (212) 979-6238 ext. 6.

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EL INQUILINO HISPANO

Una Victoria para un Edificio de Met Council en Año Nuevo

Por Dave Powell
Traducido por Lightning Translations

Al tiempo que 2002 llegaba a si final, los inquilinos de 137 East 26th St. en Manhattan surgieron victoriosos de una batalla con el casero que había durado dos años y medio. La asociación de inquilinos del edificio está afiliada a Met Council.

La lucha comenzó en mayo de 2000, cuando los inquilinos fueron notificados por su casero, Stanley Wasserman, que los caños de subida de agua serían reemplazados. El contratista les dijo que el trabajo sería "una ligera molestia." Mientras se desarrollaba el trabajo en la primera línea de apartamentos, los inquilinos se dieron cuenta que enfrentaban graves problemas.

En primer lugar, el "reemplazo de cañería de subida" no fue más que un eufemismo para una renovación total del interior de cada baño, con todo y polvo de escombros y plomo que esto comprende. En segundo lugar, "una ligera molestia" se convirtió más bien en seis semanas de sufrimiento. En tercer lugar, al volverse inservibles los baños, el casero creó un baño temporal. Esto resultó no ser nada más que un retrete, un lavabo y una regadera, para las seis familias en la línea—así como para los trabajadores que realizaban las renovaciones, y la prostituta o drogadicto ocasional que entraba cuando la puerta no se cerraba con seguro.

Este baño estaba localizado en el sótano, el cual no podía abrirse desde el interior del edificio. Esto significaba que cada vez que un inquilino en la línea afectada necesitaba usar el retrete o regadera, tenía que bajar las escaleras, pasar por el vestíbulo y salir a la calle, caminar 20 pasos en la acera y después bajar por una escalera exterior y entrar por una puerta bajo el pórtico.

Después de comenzar los trabajos en la segunda línea, los inquilinos decidieron que ya había sido suficiente. Llamaron simultáneamente al Departamento de Edificios (DOB por sus siglas en inglés) y a Met Council. El DOB llegó y expidió una orden para que el casero

pasa a la página 4

Los Ajustes de la "Junta de Regulación de Renta" de la Ciudad de Nueva York (Orden No. 34)

Para los contratos de apartamentos de Renta Estabilizada que comienzan el 1ro. de octubre de 2002 hasta el 30 de septiembre de 2003, incluyendo las concesiones de Pataki adoptadas por la Legislatura Estatal el 19 de junio de 1997

Los topes de renta que aparecen en el cuadro son los incrementos máximos que los dueños de edificios pueden cobrar legalmente por los apartamentos de renta estabilizada en la ciudad de Nueva York. Son válidos para todos los contratos que comienzan dentro del período de doce meses a partir del 1ro. de octubre de 2002. Los incrementos de alquiler basados en las pautas para la renovación del contrato de 1 o 2 años pueden cobrarse solamente una vez durante el período cubierto por dichas pautas, y deben ser aplicados a la renta legal estabilizada para el 30 de septiembre de 2002. Las cantidades que aparecen en el cuadro y los incrementos para los apartamentos vacíos no se aplican a los apartamentos que estaban sujetos a renta controlada en aquella fecha. No se permite la sobrecarga también conocido como el «impuesto de pobres.»

Los Contratos para Apartamentos Vacíos o Nuevos En junio de 1997, el gobernador George Pataki, al intentar destruir la regulación de rentas, forzó cambios que les dieron a los caseros una sobrecarga muy grande por los apartamentos vacíos. Una cláusula de la "Reforma al Acta de Regulación de Renta" de 1997 permite que los nuevos alquileres sean incrementados en un porcentaje obligatorio: 20% para un contrato de dos años, y por un contrato de 1 año, 20% de incremento menos la diferencia en el tope de renovación para los contratos de 1 y 2 años. La nueva ley permite también incrementos adicionales para los apartamentos vacíos donde no se habían cobrado incrementos por desocupación por ocho años o más.

Exceso de Cobro Los inquilinos deben estar al tanto de que muchos caseros van a aprovecharse de la complejidad de estas regulaciones y subvenciones, así como del poco conocimiento de los inquilinos del historial de renta de sus apartamentos, para cobrar un alquiler ilegal. Una vez que el inquilino haya tomado posesión del apartamento, puede escoger entre llenar un formulario de queja de exceso de cobro de renta con la oficina de la División de Vivienda y Renovación Comunal (DHCR), o disputar la cantidad de la renta en la corte de vivienda de la ciudad para que se determine cuál es el alquiler legal.

Si un posible inquilino da muestras de conocer sus derechos, lo más probable es que el casero no firmará ningún contrato con tal inquilino. Los caseros evitan contratar con inquilinos que les pueden dar problemas. El exceso de cobro de alquiler es muy común. Todos los inquilinos deben luchar contra posibles excesos de cobro. Obtenga y llene un formulario *Form RA-89* con la oficina de DHCR para determinar el alquiler correcto en los archivos oficiales. Llame a la DHCR a (718) 739-6400 para obtener un formulario, o búsquelo en el sitio www.dhcr.state.ny.us.

La Apelación de la Renta de Mercado Justa Otro tipo de exceso de cobro sucede frecuentemente cuando se vacía un apartamento que previamente estaba sujeto a renta controlada y se alquila con renta estabilizada. La Junta de Regulación de Renta (RGB) establece anualmente lo que ellos llaman el "Tope Especial de la Renta de Mercado Justa," el cual es empleado por la DHCR para bajar las rentas de mercado injustas de los inquilinos que llenan el formulario llamado "Apelación a la Renta Justa de Mercado" (FMRA). Según la Orden 34, es la Renta de Mercado Justa de HUD o un 50% sobre la renta base máxima. Ningún inquilino de un apartamento de renta estabilizada que fue descontrolado el 1ro de abril de 1984 o después debe dejar de poner a prueba la llamada "Renta Legal Inicial Regulada" (renta de mercado) que los caseros cobran cuando hay descontrol del apartamento. Use el formulario de DHCR *Form RA-89*. Indique claramente que su queja es tanto una queja de "Apelación a la Renta Justa de Mercado" como de "exceso de cobro." La corte de vivienda no puede tomar decisión sobre una Apelación de Renta de Mercado. Apartamentos vacíos que antes estaban controlados en edificios que se han convertido en cooperativas o condominios no se vuelven estabilizados y no satisfacen los requisitos para la Apelación de la Renta Justa de Mercado.

Exención de Incrementos para las Personas de Mayor Edad: Las personas de 62 años o más que viven en apartamentos estabilizados y cuyos ingresos familiares anuales son de $20,000 o menos, y que pagan (o enfrentan un incremento de alquiler que los forzaría a pagar) una renta de un tercio o más de sus ingresos, pueden tener derecho al programa de Exención de Incrementos para las Personas de Mayor Edad (SCRIE, por sus siglas en inglés), si aplican al Departamento de la Ciudad de Nueva York Sobre las Personas de Mayor Edad, cuya dirección es: SCRIE Unit, 2 Lafayette Street, NY, NY 10007. Si el alquiler actual de un inquilino que tiene derecho a este programa sobrepasa un tercio del ingreso, no se lo puede reducir, pero es posible evitar incrementos de alquiler en el futuro. Obtenga el formulario de SCRIE por llamar al (212) 442-1000.

Unidades de Desván (Lofts) Los incrementos legales sobre la renta base para las unidades de desván son de un 1 por ciento por un contrato de un año y un 2 por ciento por un contrato de dos años. No se permiten incrementos para las unidades de desván vacías.

Hoteles y Apartamentos de una Sola Habitación No habrá ningún aumento de la renta este año para los apartamentos de hotel de Clase A, casas de habitaciones, hoteles de clase B (de 30 habitaciones o más), hoteles de una sola habitación, y las casas de habitaciones (Clase B, 6-29 cuartos). No se permiten incrementos para apartamentos vacíos.

La Desregulación de Rentas Altas y Altos Ingresos (1) Los apartamentos que legalmente se alquilan por $2,000 o más por mes y que se desocuparon entre el 7 de julio de 1993 y el 1ro. de octubre de 1993, o en o desde del 1ro de abril de 1994 son sujetos a la desregulación. (2) La misma desregulación se les aplica, para el mismo período establecido en (1), a los apartamentos que legalmente pagan $2,000 o más mensualmente aunque no se desocupen, si el ingreso total de la familia es más de $175,000 en los dos años consecutivos previos. Para cumplir los requisitos de esta segunda forma de desregulación, el casero tiene que enviarle un formulario de cer- tificación de ingreso al inquilino entre el 1ro de enero y el 1ro de mayo, así como someter dicho formulario al DHCR y conseguir su aprobación.

Para pautas previas, llame a la RGB al 212-385-2934 o busque el sitio www.housingnyc.com.

Tipo de Contrato	Renta Legal Actual		Contrato de 1 Año	Contrato de 2 Años
Renovación del Contrato	Todas		2%	4%
Contratos para Apartamentos Vacíos	Más de $500	Incrementos por desocupacíon cobrados en los últimos 8 años	18%	20%
		Incrementos por desocupacíon no cobrados en los últimos 8 años	0.6% por el número de años desde el último incremento por estar vacío, más el 18%	0.6% por el número de años desde el último incremento por estar vacío, más el 20%
	Menos de $300	Incrementos por desocupacíon cobrados en los últimos 8 años	18% + $100	20% + $100
		Incrementos por desocupacíon no cobrados en los últimos 8 años	0.6% por el número de años desde el último incremento por estar vacío, + 18% + $100	0.6% por el número de años desde el último incremento por estar vacío, + 20% + $100
	Renta de $300 a $500	Incrementos por desocupacíon cobrados en los últimos 8 años	18% o $100, lo que sea mayor	20% o $100, lo que sea mayor
		Incrementos por desocupacíon no cobrados en los últimos 8 años	0.6% por el número de años desde el último incremento por estar vacío, mas 18%, 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

Victoria

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suspendiera los trabajos por trabajar sin un permiso. Pero porque el DOB no obliga a los caseros a presentar los permisos adecuados, que son requeridos para completar el trabajo en situaciones como esta, las familias de la segunda línea quedaron atrapadas a mitad de la renovación. Con ayuda de Met Council, los inquilinos presentaron una acción HP en la Corte de Vivienda, el cual obligó al casero a regularizar los permisos y terminar con los trabajos.

Poco después de terminar el trabajo en la segunda línea, los inquilinos contrataron a un abogado, Seth Miller de Collins, Dobkin & Miller. Se tomó una decisión estratégica para negar acceso al casero a todas las otras líneas hasta que se alcanzara un acuerdo sobre cómo se realizarían los trabajos en el futuro. Esto quería decir que cuando los inquilinos negaban acceso a sus apartamentos de manera individual, lo más probable fue que el casero los llevaría a corte. Durante meses, las negociaciones no fueron a ninguna parte, generalmente con la negativa del casero sobre las inquietudes de los inquilinos.

Más tarde, el casero entabló un proceso de desalojo por haberse quedado en el apartamento después de haber vencido los derechos de inquilino (en inglés, "holdover") contra las seis familias que negaron acceso en la tercera línea. Finalmente, después de varias reuniones en la parte de resoluciones de la Corte de Vivienda, el casero comenzó a negociar seriamente con los inquilinos y su abogado. Durante varios meses más, la asociación de inquilinos, los abogados de ambas partes y un servidor se reunieron dentro y fuera de la corte. El mes pasado, se firmó un acuerdo en la Corte de Vivienda, otorgando a los inquilinos todas sus demandas originales además de otras.

Este acuerdo muestra lo que puede lograrse con un buen abogado, buena organización y tenacidad colectiva. El acuerdo dice que la renovación de las tuberías no puede tomar más de dos semanas, con una semana extra para pintar y enyesar. El día de trabajo lo define como de lunes a viernes, de 8 a.m. a 5 p.m. Requiere también que el casero cuente con los permisos adecuados, que sus contratistas cuenten con las licencias y seguro adecuado, y que todos los trabajadores tengan identificación, para presentarla a solicitud de los inquilinos. Declara que las puertas no deben dejarse abiertas y que se deben cerrar con seguro al final de cada día, que el área de trabajo será aspirada conforme a HEPA al final de cada día y que las áreas de trabajo serán selladas con plástico. Otorga a los inquilinos que pasaron un infierno en las renovaciones de las primeras dos líneas el perdón de todo un mes de renta; aquellos que hayan realizados trabajos posteriormente reciben un perdón del 20% de renta.

El acuerdo también ilustra dónde está teniendo fallas la ciudad para defender los códigos básicos de vivienda. El problema es que entre las leyes y la realidad se encuentra el Departamento de Edificios. Como pueden atestiguar muchos inquilinos, conseguir que el DOB haga cumplir las normas de seguridad es como tratar de que un elefante esquíe sobre el agua. De hecho, la simple obtención de una respuesta sólida por parte de la agencia en lo que concierne a la seguridad de los inquilinos mientras el casero realiza trabajos es un deporte sádico en sí. Los inquilinos en 137 East 26th St. buscaron la ayuda del DOB en torno a casi todo lo mencionado en el acuerdo final durante el trabajo en las dos primeras líneas, y simplemente no pudieron hacer que el elefante esquiara sobre el agua.

Cuando un casero realiza trabajos en todo el edificio, normalmente tiene una sola cosa en su mente: grandes incrementos de renta por importantes mejoras (MCIs). En una maniobra que jamás vi antes, el acuerdo también proporciona un arreglo para el MCI *antes* de realizar los trabajos, en una proporción mucho más reducida de lo a que el casero tenía derecho originalmente. Primero, la escala del trabajo se redujo sin reservas, de una renovación del interior del baño a un reemplazo real de los caños de subida de agua, más algunos trabajos superficiales adicionales. Pero aun para los trabajos reducidos que se están realizando, el incremento MCI negociado es menor que la cantidad justificada por las cifras que el casero había presentado al DHCR.

Finalmente, el acuerdo establece protocolos muy específicos para su cumplimiento en caso de su violación. En lo esencial, si hay un problema, los abogados de cualquiera de las partes tienen un día hábil para comunicarse con la otra y tratar de solucionar el asunto. Si no puede solucionarse, cualquiera de los abogados puede llevar el caso de vuelta a la corte. Si un juez determina que el casero ha violado el acuerdo, puede ser castigado con más perdones de renta, la prohibición del acceso a los apartamentos para completar el trabajo y la negativa para los incrementos de renta.

El acuerdo virtualmente establece medios adicionales para su cumplimiento, y en algunos casos, otorga a los inquilinos mayor protección de lo que la ley permite. La verdad es que esta no es una solución que pueda aplicarse a todas las situaciones; por ejemplo, era necesario que Seth Miller fuera un abogado muy hábil y creativo para lograrlo. Pero puede servir de modelo para lo que es posible. Los inquilinos en 137 East 26th St. fueron empujados. Entonces ellos empujaron de vuelta y no dieron un paso atrás. Tres años después, tienen un acuerdo obligatorio, con más de lo que pidieron. Por el momento, pueden descansar y disfrutar el sabor de la victoria.

Ellos no hubieran sido capaces de lograr esta victoria sin la protección de las leyes de regulación de renta que vencerán este junio. Si el edificio no hubiera tenido rentas reguladas, el casero simplemente podía haber desalojado a los inquilinos que lucharon para afirmar sus derechos.

No se quede helado: ¡ORGANIZESE!

La ley requiere que su casero proporciona 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 dentro 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 dentro 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 (212) 824-4328 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 tenga 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 ingles) al (718) 739-6400, y pedir que le envíen el formulario de Queja de Calefacción y Agua Caliente. Llene el formulario y consigue 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"!) todas las rentas.
- Necesitarán una fuerte asociación de inquilinos para obligar al casero a proporcionar la calefacción y el agua caliente. Escriban y llamen al casero para demandar las 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 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 mucho menos 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. ¡Organízese!

Richard Rivera, juez del caso DHCR, ha muerto a los 55 años

El juez Richard Rivera, de la Corte Suprema Estatal en Brooklyn, falleció el 12 de diciembre. Fue el juez encargado de una demanda que entablaron el Consejo Metropolitano de Vivienda (Met Council) y otras organizaciones de inquilinos, aseverando que la División de Vivienda y Renovación Comunitaria estatal (DHCR, por sus siglas en inglés) había hecho cambios injustificables en el Código de Estabilización de Rentas en diciembre de 2000.

Se habían presentado todos los argumentos y la decisión estaba en curso en el momento en que murió el juez Rivera. Su muerte, causada por un cáncer, constituye una mala noticia para los inquilinos; la mayoría de los partidarios de inquilinos consideraron a Rivera como uno de los jueces más justos y liberales en la Corte Suprema Estatal.

El juez Rivera también tenía una carrera importante como abogado de inquilinos en los Servicios Legales y como abogado de derechos civiles en el Fondo Puertorriqueño de Defensa Legal y Educación, representando a la Coalición para Poner Fin al Envenenamiento por Plomo de la Ciudad de Nueva York en su litigio demandando que la ciudad haga cumplir la ley de pintura con plomo.

Property Tax

contnued from page 1

Tax Injustice

The City Council, which sets the property tax rate (it's the only tax rate the Council controls directly—all other tax power is with Albany), has historically favored home ownership, allowing coops, condos, and one- to three-family houses favored status. Peter Vallone, the former speaker of the City Council, made cushioning homeowners and screwing tenants a cornerstone of his leadership. He championed changes that greatly reduced the rates paid by coop and condo owners, putting the brunt of the property-tax burden on commercial and residential building owners. Vallone's public argument was that the owners were in business, and the tax was a fair cost of doing business. In truth, he knew that owners were able to pass on the property-tax payments to their tenants, who don't see the tax and therefore have not been the big complainers historically.

STEVE WISHNIA

What Vallone and others who set tax policy fail to recognize (deliberately, in many cases) is that home ownership isn't any more holy than a renter's tenure. Renters need homes just as much. They are usually renters because they have lower incomes than homeowners do—a situation preserved by the tax system, which decrees that renters pay a much higher share of property taxes than homeowners. According to Glenn Pasanen, formerly of the City Project, writing in the *Gotham Gazette*, a tenant paying a rent of $1,200 is paying $132 of that for property tax, while the owner of a house with the same value as the apartment would pay $30 a month in property taxes.

Tenants in New York City have much lower incomes than people who own their homes. The average tenant household income is about $30,000 per year, while the average for homeowners ranges from $60,000 to $200,000 (from single-family homeowners in the outer boroughs to coop owners in Manhattan). Renters pay a much higher property tax than do homeowners. Compared to their incomes, renters bear an astronomically higher tax burden (especially when other taxes are factored in).

Why don't tenants complain more? As Pasanen points out, most don't see the tax in the rent. One of the reasons why the property-tax burden on tenants is so obscure is the method by which the tax is passed onto the rent. As mentioned earlier, the Rent Guidelines Board looks at property taxes when setting guidelines for rent-stabilized tenants. As Timothy Collins describes the process, it is incredibly complex (and not for those light in the math department).

He explains first that it is impossible to state what the outcome will be in June. "The board considers several factors which may impact on the way in which taxes are translated into rent increases. The board will look at the combined effect of changes in the tax rate and changes in tax assessments. It will also consider the proportion of operating costs attributable to taxes; the ratio of overall operating costs to rent collections; the projected changes in operating costs for the coming year; the proportion of leases which will he renewed in the coming year; and the proportion of apartments which will experience a vacancy increase in the coming year. All of these factors may be incorporated into benchmark rent adjustments known as commensurate rent formulas. All of these findings will create reference points for debate and negotiation."

Any observer of the RGB's public hearings will be able to testify to the fact that the "debate" is often unfairly weighted to the landlords, who come in complaining of their huge tax bills without talking about the high profits they are earning. The outcome has historically allowed landlords to pass on the entire cost of the property tax to tenants. As Collins put it, "There is no question that over the long term, the full burden of property tax increase in rent-stabilized buildings is borne by the tenants. Over the thirty-four years that rent stabilization has been in effect, the Rent Guidelines Board has permitted rent increases that significantly exceed actual increases in operating costs."

What is the new tax rate likely to produce in increases in tax bills? Estimates vary. The landlords claim that increases per apartment in Manhattan will range from a low of $700 per year to close to $2,000. The Working Families Party, which also lobbied against the tax hike, argued that increases would be about $300 per apartment. The Independent Budget Office, a city agency, estimates that the increase would be about $300 per unit.

But it is not written in stone that the tax increase must be passed on to rent-regulated tenants. Rising tax bills have been driving rent increases for both rent-stabilized tenants and rent-controlled tenants in recent years. But tax bills are going up mainly because assessments have been going up—really a result, many think, of the fact that landlords of the bigger buildings are taking advantage of the state's weakening of the rent regulations and raising rents for new tenants. While the tax portion of landlords' operating expenses has been going up, that increase is because they are making higher profits than ever before.

It is up to tenants to argue that the landlords, with their higher-than-ever profits, should bear the cost of the tax hike. Tenants have already paid their share.

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 (212) 824-4328 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 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!

West Village Mitchell-Lama Tenants Fight Buyout

By Will Creed

Tenants at the West Village Houses, a Mitchell-Lama development covering several blocks in the far West Village, are trying to fend off a landlord buyout that could triple rents for the 1,200 residents.

At a meeting attended by over 400 tenants on Nov. 6, Dale Christianson, a lawyer for Insignia, the landlord, read a prepared statement that reiterated Insignia's plan to free themselves of Mitchell-Lama rent regulations, by paying off their existing mortgages on the property and forgoing their real-estate tax abatements on it. He stated that once the proposed buyout was completed in January 2003, West Village Houses tenants would not be protected by any other rent regulations. This would allow Insignia to charge whatever rents the market will bear. They estimate current market-level rents to average about three times what tenants now pay. Many tenants pointed out that under Insignia's plan, the vast majority of tenants, including retirees on fixed incomes, the disabled, and low-income residents, would be forced out of their homes and most likely out of the city.

"West Village Houses is in the best tradition of what Jane Jacobs cast as a neighborhood for real people to live in," Assemblymember Deborah Glick told the Nov. 6 meeting. "The [buyout] process must ensure that the neighborhood survives for the future of those who live here and not just for those who make a profit today."

The Tenants' Association is contesting the terms of the buyout. While Insignia alleges that rents would be deregulated following the buyout, the Tenants' Association has strong reasons to believe that residents would be protected under rent stabilization, because the buildings were completed prior to 1974. Insignia has scant evidence to back up their claim that the buildings were completed after 1973. When confronted with fire-safety plan documents, for which the landlord is responsible for completing and posting, that use a building date of 1973, Insignia alleged that the company they hired used a date that the head of the Tenants' Association gave them. Not only is this false, it would be irresponsible if true.

Insignia claims that the owners have made no profits on the property since 1978. When asked why the federal Department of Housing and Urban Development denied them rent increases if they were really losing money, owner representative Jeffrey Cohen asserted that it was because HUD chose to ignore the mortgage debt owed to the city as an operating expense. He speculated that this was done for "political reasons." Cohen conveniently ignored the fact that Insignia voluntarily withdrew their most recent rent increase application after the Tenants' Association and HUD asked for corrections on certified financial statements that contained multiple errors.

Cohen also asserted he had no idea how much the West Village Houses property was worth. When tenants laughed in derision, he recovered by stating that the property was worth about $100 million, based on market rents.

The Tenants' Association wants to reassure tenants that all Mitchell-Lama regulations, including lease renewals, remain in full effect until the completion of the buyout. The buyout process has barely started, and has a long way to go before it can be completed and approved by the city Department of Housing Preservation and Development. HPD spokesperson Carol Abrams told *The Villager* in December that the completion of the buyout was "many months away." Tenants' Association leaders believe that it will take a minimum of six months to a year.

In addition, tenants should not assume that rents would rise to market rates when the buyout is completed. Although this scenario might occur if tenants did nothing to contest the Insignia buyout, the Tenants' Association will continue to contest the terms of the buyout until all tenants are assured of affordable housing in West Village Houses.

Adapted with permission from Down by the Riverside, *the West Village Houses Tenants' Association newsletter. Will Creed is its editor.*

NYC Rent Guidelines Board Adjustments (Order No. 34)

for Rent Stabilized Leases commencing Oct. 1, 2002 through Sept. 30, 2003, including the Pataki vacancy bonuses adopted by the State Legislature on June 19, 1997

This rent guidelines table shows the maximum increases landlords in New York City can legally charge for rent stabilized apartments on all leases commencing in the twelve-month period beginning October 1, 2002. Increases in rent based on the 1- or 2-year renewal guidelines can be charged only once during the period covered by the guidelines, and must be applied to the legal stabilized rent on September 30, 2002. The above guidelines and vacancy bonuses do not apply to an apartment which was rent controlled on that date. There is no low rent supplement, a.k.a. poor tax, allowed.

Lease Type	Current Legal Rent		One-year Lease	Two-year Lease
Renewal Leases	All		2%	4%
Vacancy leases	More than $500	Vacancy allowance charged within last 8 years	18%	20%
		No vacancy allowance charged within last 8 years	0.6% times number of years since last vacancy allowance, plus 18%	0.6% times number of years since last vacancy allowance, plus 20%
	Less than $300	Vacancy allowance charged within last 8 years	18% plus $100	20% plus $100
		No vacancy allowance charged within last 8 years	0.6% times number of years since last vacancy allow–ance, plus 18% plus $100	0.6% times number of years since last vacancy allow–ance, plus 20% plus $100
	Rent $300 to $500	Vacancy allowance charged within last 8 years	18% *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 18%, *or* $100, whichever is greater	0.6% times number of years since last vacancy allowance, plus 20%, *or* $100, whichever is greater

Sublease Allowance

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

Vacancy Leases

In June 1997, Governor George Pataki, as a part of his efforts to destroy rent regulation, forced changes that gave landlords large vacancy bonuses. Provisions of his Rent Regulation Reform Act of 1997 allow the rents of apartments to rise by a statutory percentage: 20 percent for a 2-year lease, and 20 percent minus the difference between the 1- and 2-year renewal guidelines for 1-year leases. The new law also allows additional vacancy increases for apartments which have had no vacancy allowance in eight or more years.

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. The tenant can choose between filing an overcharge complaint with the Division of Housing and Community Renewal or challenging the rent in Housing Court to get a determination of the legal rent.

A prospective tenant who expresses knowledge of their rights will probably not be given a lease to sign. Landlords avoid renting to tenants who may be troublesome. Overcharging is very common. Every tenant should challenge possible overcharge. With DHCR, obtain and fill out *Form RA-89* to determine the correct rent from official records. Call DHCR at (718) 739-6400 to obtain the form or go to: www.dhcr.state.ny.us

Fair Market Rent Appeal

Another type of overcharge frequently occurs at the time that a previously rent controlled apartment becomes vacant and is re-rented as a stabilized unit. The Rent Guidelines Board annually sets what they call the "Special Fair Market Rent Guideline" that is used by DHCR to lower unfair market rents for tenants who file the Fair Market Rent Appeal (FMRA). Under Order 34, it is HUD Fair Market Rent or 50% above the maximum base rent. No stabilized tenant of an apartment that was decontrolled on or after April 1, 1984 should fail to challenge the so-called Initial Legal Regulated Rent (market rent) that landlords charge upon decontrol. Use DHCR *Form RA-89*. Indicate clearly that your complaint is both a complaint of "overcharge" and "Fair Market Rent Appeal." The Housing Court cannot determine a Fair Market Rent Appeal. Formerly controlled vacant apartments in buildings converted to co-ops or condos do not become stabilized and are not eligible for a Fair Market Rent Appeal.

Senior Citizen Rent Increase Exemption

Rent stabilized seniors, 62 years or older, whose disposable annual household income is $20,000 or less 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) if they apply to the NYC Dept of the Aging, SCRIE Unit at 2 Lafayette Street, NY, NY 10007. If an otherwise eligible tenant's current rent level is already above one-third of income, it cannot be rolled back, but future rent increases may be avoided. Obtain the SCRIE application form by calling (212) 442-1000.

Loft Units

Legalized loft unit increases above the base rent are 1 percent for a one-year lease and 2 percent for two years. No vacancy allowance is permitted on vacant lofts.

Hotels and SROs

There will be no rent increases this year for Class A apartment hotels, lodging houses, Class B hotels (30 rooms or more), single room occupancy (SROs) hotels, and rooming houses (Class B, 6-29 rooms). No vacancy allowance is permitted.

High-rent, High-income Deregulation

(1) Apartments legally renting for $2,000 or more a month that became vacant from July 7, 1993 through October 1, 1993, or on April 1, 1994 and thereafter are subject to deregulation. (2) The same deregulation applies in the time periods set forth in (1) above to apartments legally renting for $2,000 or more a month without their becoming vacant if the total household income exceeds $175,000 in each of the prior two consecutive years. To be eligible for this second form of deregulation, the landlord must send an income certification form to the tenant between January 1 and May 1 and file it with and get the approval of DHCR.

For previous guidelines call the RGB at 212-385-2934 or go to www.housingnyc.com.

Victory

continued from page 1

brought a holdover (eviction) proceeding against the six households denying access in the third line. Finally, After several dates in the resolution part of Housing Court, the landlord began to negotiate seriously with the tenants and their lawyer. For several months more, the tenants' association, lawyers from both sides, and yours truly met in and out of court. Last month, an agreement was signed in Housing Court, giving the tenants all of their original demands and then some.

This agreement shows what can be achieved with a good lawyer, good organizing, and collective tenacity. It says the renovation of the pipes cannot take more than two calendar weeks, with an extra week for painting and plastering. It defines the workday as being Monday through Friday, 8 a.m. to 5 p.m. It requires that the landlord have the proper permits, that his contractors have proper licenses and insurance, and that all workers have ID, to be presented upon a tenant's request. It states that doors will not be left open and will be locked at the end of the day, and that apartment keys will be controlled by the managing agent and not be copied. It states that the tenants will have a working toilet, tub, and running water at the end of each day, that the work area will be HEPA vacuumed at the end of each day, and that work areas will be plastic sealed. It gives the tenants who went through the hellish renovations in the first two lines a full month's rent abatement; those who have work done subsequently will get a 20% rent abatement.

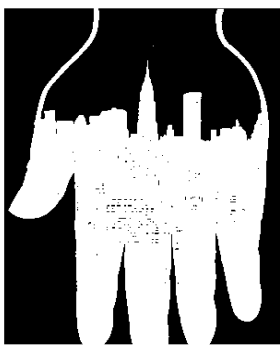
The agreement also illustrates where the city is failing in upholding basic housing codes. The problem is that between the laws and reality stands the Department of Buildings. As many tenants can attest, getting the DOB to enforce safety standards is sort of like trying to get an elephant to water-ski. In fact, just getting a solid answer from the agency as to what tenants' rights to safety are while a landlord does work is a sadistic sport all on its own. Tenants at 137 East 26th St. sought help from the DOB on virtually every issue mentioned in the final agreement during the work on the first two lines, and they just couldn't get that elephant to water-ski.

When a landlord does building-wide work, they usually have one thing on their mind: major-capital-improvement rent increases (MCIs). In a maneuver that I've never seen before, the agreement also settles the MCI *before* the work was done, at a rate far reduced from what the landlord was originally entitled to. First, the scale of the work was reduced outright, from a gut bathroom renovation to an actual riser-replacement job plus some superficial extras. But even for the reduced work that is being done, the MCI increase negotiated is lower than the amount the landlord justified by figures submitted to DHCR.

Finally, the agreement sets up very specific protocols for enforcement in the event of a breach. Essentially, if there's a problem, lawyers from either side have one full business day to contact the other and try and resolve the issue. If it can't be resolved, either lawyer can bring the case back to court. If a judge determines that the landlord has violated the agreement, they can be punished with further rent abatements, no access to apartments to complete the work, and/or the denial of rent increases.

The agreement essentially sets up an additional avenue of enforcement, and in some instances, gives the tenants even more protection than the law allows for. It certainly is not a solution than can be applied to every situation; for one thing, it required a very skilled and creative attorney in Seth Miller to pull it off. But it can serve as a template for what's possible. The tenants at 137 East 26th St. were pushed. They pushed back and held their ground. Three years down the line, they have a binding agreement, with everything they asked for and more. For the moment they can rest and enjoy the sweetness of victory.

They would not have been able to win this victory without the protection of the rent-regulation laws that expire this June. If the building was not rent-regulated, the landlord could have simply evicted the tenants who fought to affirm their rights.



We need a hand...

...Defending the Rent Laws

The laws that protect over 2 million rent-controlled and rent-stabilized New Yorkers must be renewed in the City Council in March and in the state Legislature in June.

In previous years, the real-estate lobby has convinced both legislatures to weaken the laws. You can make a difference in 2003 by letting your elected officials know that you are a tenant, and that you are paying attention to how they vote. Demand that politicians act in the interest of tenants rather than landlords. Tenants have the power to get the laws renewed without any weakening amendments, and to win the repeal of the weakening amendments that were added in the past. But we must start organizing now.

What can tenants do?

➜ Contact your City Councilmember. Let them know that you want the laws renewed without weakening amendments, and that you support the bill to protect rent-controlled tenants from high increases.

➜ Contact your state elected officials (Assembly and Senate). Let them know that you want the laws renewed without weakening amendments, and that you want the $2,000 vacancy decontrol provision repealed. (To find out who your elected officials are, contact League of Women Voters at (212) 725-3541 or see www.lwvnyc.org)

➜ Save the date! Tenants will rally and lobby for stronger rent laws in Albany on Tuesday, May 13 (see page 2).

➜ Join Met Council and our campaign to get the laws renewed and strengthened. We are New York City's longest-running tenant union. Fill out the coupon below and let us know how you would like to get involved. Help us organize a strong political force to stop the real-estate lobby from buying out our rent laws.

Volunteer Nights

Every Wednesday night, from January 15 until the rent laws are renewed, Met Council volunteers will be making phone calls, stuffing envelopes, and making things happen.

Please join us.

EVERY Wednesday from 6-8:30 p.m.

Office of the Metropolitan Council on Housing
339 Lafayette St., Room #301, buzzer #5
(our space is a two-flight walkup).

V/F trains to Broadway/Lafayette or 6 to Bleecker St.

Call (212) 979-6238 ext. 6 for more info.

..... clip and mail .....

✔ Yes, I want to help Met Council fight back the real-estate lobby and defend the rent laws in 2003.

Name: _____
Address: _____
E-mail: _____
Phone(s): _____ (day) _____ (eve)

Contact me about:
❑ Organizing a meeting in my building or community group
❑ Participating in a lobbying meeting with my elected officials
❑ Attending rallies and demonstrations
❑ Volunteering in Met Council's office
❑ Tabling or handing out flyers in my neighborhood

❑ Enclosed is a contribution of __$15 __$25 __$40 __$100 __$250 ___$

Contributions are not tax-deductible because they support legislative activity to maintain the rent laws.

Return to:
Metropolitan Council on Housing, 339 Lafayette Street, New York, NY 10012
Phone: (212) 979-6238; Fax: (212) 979-6997; www.metcouncil.net

West Side Gears Up for Stadium Fight

By John Fisher

West Side community groups are gearing up for a City Council hearing Jan. 30 on the proposal to build a stadium over the rail yards between West 30th and 34th streets and 10th and 12th avenues.

While the stadium has provoked much community opposition, even more dangerous is that it is only one part of the larger plan. The stadium could be built elsewhere, but all the destructive elements being pursued by Mayor Bloomberg and Deputy Mayor Dan Doctoroff would remain. Their plan is about grabbing the West Side Clinton and Chelsea neighborhoods by whatever means necessary, in order to turn them over to developers for skyscrapers and luxury housing.

West Side residents protest in December.

The various plans being promoted by Mayor Bloomberg, former Mayor Giuliani, City Planning, NYC2012, Senator Charles Schumer and Manhattan Borough President C. Virginia Fields, while not identical, are all very similar and well-defined (and have been widely reported in the papers for the last three years). All include decking over the rail yards, extending the #7 subway line, expanding the Javits Center, building many skyscrapers in the mixed-use, low-rise Chelsea/Clinton neighborhoods, and using tax/bonding schemes that may not be viable and would lower the city's overall credit rating. All would create traffic nightmares, promote residential and commercial displacement, and affect the entire city.

It appears the Mayor is being duplicitous in his arguments. In November he said, "there isn't enough land, there isn't parking, the roads are already overcrowded," in explaining why a baseball stadium would not work in Manhattan. But in the same breath, he claimed that "football does make some sense," as football teams play only eight regular-season home games.

What he is not saying is that the plan calls for an expanded Javits Center that would be used all the time, and a new business district covering 59 square blocks, with 20 million square feet of new office space. That translates into 20-30 new skyscrapers, with 100,000 people and 10,000 cars coming into the area every single day.

Even if you don't live on the West Side, you still need to care, because the plan calls for around $3.5 billion of new taxes. Despite denials by the Mayor and Doctoroff, this plan would be paid for by the public. Tenants' rents could go up substantially this year (some say as high as 15%) due to pass-alongs of the recent property tax hike. Diverting taxes for the West Side plan would require the city to make up the loss of revenue elsewhere, so it's entirely feasible that future rents would, in part, be related to this boondoggle. The money has to come from somewhere.

Downtown elected officials and activists are worried about the West Side plan—and with good reason. With 44 million square feet of empty office space in Manhattan today, adding another 20 million from the West Side would siphon companies away from downtown.

And East Siders also have cause for alarm. Giving priority to the extension of the #7 subway could kill or delay the long-delayed and much more essential Second Avenue subway. Other needed transportation projects could also be adversely affected by the obsession for a West Side subway.

This promises to be a long and drawn-out process. West Siders stopped a similar plan in 1973 and instead got a special district with unique tenant protections. Communities can be preserved, but only if city residents take the time to show up and work on it.

The Jan. 30 City Council hearing is scheduled for 1 p.m., but it's possible the time could change. Check at http://www.tenant.net for updates. Clinton/Hell's Kitchen groups and elected officials are planning an organizing forum on Jan. 22, followed by a Chelsea forum on Jan. 23, in an effort to get many residents down to City Hall for the Jan. 30 hearing. Check for updates on www. tenant.net.

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

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

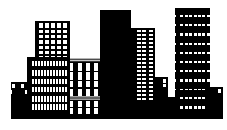
GOLES (Good Old Lower East Side)
525 E. 6th St. (btwn. Aves. A & B) Lower East Side tenants only, 212-533-2541.

HOUSING COMMITTEE OF RENA
Covers 135th St. to 165th St. from Riverside Dr. to St. Nicholas Ave.,
544 W. 157th St. (basement entrance).
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
200 W. 72nd St. Room 63; 212-595-1274
Tuesday & Thursday ..... 2-5 pm
Tuesday & Wednesday 6-7:45 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 is ❑ 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:
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