The June 27 Rent Guidelines Board vote saw more debate and a bigger, louder tenant turn out than any RGB meeting in years. Over 150 tenants, chanting “Roll Back the Rents,” packed the auditorium in the basement of the US Customs House on Bowling Green, despite 20-minute waits at the metal detector.

But as it did in May, the board rejected tenant calls to roll back or freeze rents, voting 7-2 to allow increases of 2% for a one-year lease renewal and 4% for two years on rent-stabilized apartments. Lots will get 1% and 2% increases, and there will be no “poor tax” surcharge on low-rent apartments.

“It’s a huge defeat,” tenant representative Adrienne Holder said after the meeting. “This year, there should have been a correction. The board is sending out a message that no matter what happens, landlords will always get an increase.”

Tenants did get one victory, when the board voted to freeze rents on single-room occupancy hotels, instead of the 2% increase proposed in May. The vote—public members Agustin Rivera, Joan Carmody, and Motty Starobin joining with the two tenant members—obviously shocked RGB chair Marvin Markus. Minutes after he’d denounced the freeze as “totally illogical,” he voted for it, then hastily called a recess. Markus’ vote for the freeze was a procedural ploy; he was entitled “as a member of the majority” to move for reconsideration. A “No Revote” chant erupted. “You corrupt…” one man screamed. With Markus now voting no, the freeze passed 5-4.

It was the first time the RGB had ever rescinded a preliminary increase on hotels, said Terry Poe of the West Side SRO Law Project.

That set the stage for the debate on apartment rents. Tenant member David Pagon, noting that this year is the first time the RGB’s Price Index of Operating Costs (PIOC) showed landlords’ expenses down, called for a rent reduction, -3.5% on one-year leases, -1.75% on two-year leases. “Owners have done well in the past year,” he announced. “Yet we find excuses why the increases should be 2% or higher.”

Holder offered a litany of numbers to support a roll-back: landlords’ income up 3.5%; their net income before debt rising to 44% of gross; three-eighths of the city’s children living in poverty.

RGB Rejects Raucous Requests for Rent Rollback

By Steven Wishnia

Former Mitchell-Lama Tenants Beat Quadruple Rent Increases

By Jean Dorsey

Tenants at Westgate, a three-building complex on the Upper West Side, won a major victory last month when State Supreme Court Justice Sheila Abdus-Salaam dismissed the landlord’s lawsuit to raise rents.

The decision, handed down June 4, upheld the state Division of Housing and Community Renewal’s denial of the landlord’s application to increase rents under section 513a of the Emergency Tenant Protection Act, which allows rent adjustments under “unique and peculiar circumstances.” The complex, opened in 1968 as Mitchell-Lama housing, had been taken out of the program by the landlords, KSLM-Columbus Apartments, in 1979 and had been applied for massive rent increases, claiming that they couldn’t meet expenses because they’d lost the tax benefits of Mitchell-Lama.

“The problem with that argument is that they voluntarily got out of Mitchell-Lama,” says the tenants’ lawyer, Serge Joseph, of Himmelstein, McConnell, Gribben and Donohue. Under the law, he adds, KSLM could have applied for a hardship increase, “but to do that, you need to open your books… They didn’t want to do that.”

The decision means the landlords will be able to collect increases allowed by rent stabilization, but not the triple and quadruple increases they wanted. Their lawyers filed notice of appeal on July 8.

Westgate, between Columbus and Amsterdam avenues and West 96th and 97th streets, has over 400 apartments and is home to about 1,500 people, including several generations of families. Many are original tenants who moved in 1968, and most of have been in place since in the ’70s. Rents can be anywhere from $350 a month for a studio to over $1,000 for three-bedroom units, but average around $500 to $700.

Starting in 1997 there were rumors about the impending “buyout.” Management portrayed their plan as inevitable with the promise of extraordinary rent increases. This would, in the words of a senior management representative, “get rid of the riff-raff.” The formal announcements were made in early 1998, and figures were being discussed that called for rent increases of up to 300%—the cheapest apartments would be $1,500, and some would cost over $3,000. The laundry rooms were upgraded and the machine prices more than doubled. The residentially zoned garage was leased to an outside vendor at a rate that could never be covered by the legal occupancy of the space.

That transformed the Westgate Tenant Association from mainly a social group who supported children’s activities, holiday gatherings, and “Foods of Many Nations” parties, and dealt with property-improvement issues like planting garden areas and building maintenance.

The initial step was a filing with the DHCR in response to the landlord’s...
Westgate: How Tenants Won

request for a rent increase under section 513a of the ETPA. The DHCR ruling that 513a did not apply to Westgate led to the landlord’s filing of an Article 78 proceeding in Supreme Court. One of the biggest hurdles was getting “intervenor” status in court. As the lawsuit was between the landlord and DHCR, the tenants did not have an automatic right to be heard on the case without permission from the court. But they argued that as the outcome was critical to their lives, they wanted a place at the table—and won it.

Westgate was one of the first properties to leave the Mitchell-Lama program in the current wave of buyouts. As such, much of the Lama program in the current properties to leave the Mitchell-Lama program and win it.

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At Westgate, we knew that the fight to keep our homes affordable would take place on several fronts, and to win we’d have to identify and use every available resource. Those fronts are:

• Legal. Without strong, knowledgeable representation, you probably cannot win in this arena, because it is not about what’s right or correct, it is about the law.

• Political. Everything about affordable housing reeks of politics. Just think a minute, why did the New York City urban renewal plan allow four guys from Long Island with minimum development experience the ownerships rights, with accompanying promise of profits, loan guarantees, tax credits, etc., to an extraordinary piece of Manhattan real estate? Don’t even talk about a level playing field—we did not even know there was a game! Here is a place where votes count, and that is why renewing the rent laws is so important. An election year is one of the only times here the might of the vote can equal or even outweigh money.

There are politicians who will help you win this fight. It is important to get to know who they are. What can they do? They can: sponsor legislation, access public documents, get the attention of agencies like the Buildings Department, give valuable advice about your plans, and help you rally your team. Plan to work with them and reward them with your support.

• Organizational. You cannot sustain this kind of a fight without the support of a significant group of the tenants. Here you will need every bit of managerial talent, patience, focus and grace that you can muster. Working with a group of volunteers is always a challenge; couple that with the prospect of losing your home (a stress up there with death and divorce) if you do not succeed, and you have an idea of what is ahead. Know that the only ultimatum you can give for sure is to face the facts, and get to work.

• Plan to cover all of the tenants in your complex with the work of your association. This can be a bitter pill when some people do not support the work, even though you think they could or should. It is a far better position than allowing for the creation of “us” and “them” factions, which will weaken your fight.

No secrets! Take no joy from being the only one who really knows what is happening. This is where you that you should not and do not need to carry. Share information with as many as will listen. It makes your job easier and lightens your burden.

Listen to folks who disagree—every good thought does not have to originate with you or your team. Mutual respect will allow for an exchange of ideas and information that can help you win.

Keep the lines of communications open. Publish a newsletter; hold general meetings, sponsor social and fund-raising events so that everyone can have the opportunity to listen and be heard, participate and work together. Someone can write, another edits and another makes copies. Lies can do the distribution, and other teams can be part of other projects.

We did it all. And many of us are now much more than neighbors, we’re family—with all of the issues inherent in such relationships.

Jean Dorsey
La votación de la Junta de Regulación de Renta (RGB, por sus siglas en inglés) el 27 de junio fue el comienzo de un nuevo capítulo en la historia de los inquilinos y una asistencia de inquilinos más grande y más ruidosa desde hace años. Más de 150 inquilinos, coreando “Que disminuya las rentas” llenaron la sala del tribunal de la corto de Aduanas Estadunidense en Bowling Green, a pesar de retrasos hasta de Aduanas Estadunidenses. Muchos de ellos esperaban hasta hace años. Más de 150 inquilinos, corriendo “Que disminuyan las rentas” llenaron la sala del tribunal de Aduanas Estadunidenses. En Bowling Green, a pesar de retrasos hasta de Aduanas Estadunidenses. Muchos de ellos esperaban las rentas” llenaron la sala del tribunal de la corto de Aduanas Estadunidenses. En Bowling Green, a pesar de retrasos hasta de Aduanas Estadunidenses. Muchos de ellos esperaban

Por Steven Wishnia

Traducido por Lighting Translations

Otros aumentos de rentas

RGB rechaza las peticiones a grito por la que disminuyan lasrentas

Viviendas para el pueblo, no para lucrarse

El voto de Marvin Markus a favor de la congelación fue un truco de procedimiento; cuando la junta regresó, él anunció que bajó las reglas de alquiler. (Robert’s Rules of Order) él tenía derecho de propuesta para la página 4

Los ajustes de la "Junta de Regulación de Renta" de la Ciudad de Nueva York

(Orden No. 34)

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Junidades de Desván (Vivientes de más de 100 habitaciones por planta) sobre la renta base para las unidades de desván son de un 15% sobre un contrato de un año y 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 Habitation No habrá ningún aumento de la renta este año para los apartamento de hotel de Casa A, casas de habitaciones, hoteles de Casa B, hoteles de Casa C, hoteles de Casa D, casas de habitaciones, hoteles de una sola habitación, las casas de habitaciones (Casa B, 6-20 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 desregulan después del 1ro. de enero y el 1ro. de octubre de 1993, o a o en el 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 desocupan, 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 caso tiene que ver si el formulario de certificación de ingreso al inquilino entre el 7 de julio de 1993 y el 1ro. de octubre de 1993, o en algún momento desde el 1ro. de abril de 1994 se aprobaría. Para pautas previas, llame a la RGB al 212-385-2934 o busque el sitio www.hous- ingny.com.
En esta primera vez que la RGV había resuelto un incremento preliminar para el del 3.5% para los siguientes años, la cantidad de debate de los representantes públicos fue irrelevante porque “DHCR no tuvo que hacer nada para desmentirla. En este año, Rivera mantuvo la misma actitud pomposa que tuvo en los procesos anteriores. Por cada 100 inquilinos, se había pasado a tratar de tentar a favor de un incremento.

El debate fue más acalorado en el caso de la propuesta del 4% con objeto de controlar la cantidad de renta que la Agencia Estatal de Vivienda y Renovación de la Comunidad (DHCR, por sus siglas en inglés) consideraba justa para aumentos de renta controlada que se desocupan. “Un apartamento que se pone fuera de los controles de renta es demasiado,” dijo Holder.

Agustín Rivera le dijo a la multitud que este año era un caso especial más bajo que la presentada el año pasado, porque el desre- gulación de rentas altas, grandes incrementos a mejoramiento co-, movimientos en apartamentos vacíos y la congelación de rentas se vendieron irrelevante porque “DHCR solo había hecho una presentación en uno de los apartamentos y no dijo que no importaba que “no importa que la cantidad fijados para los aparta- mentos de Manhattan, porque de todos modos está fuera del sistema de controles.”

Esto enojó a los representantes de los caseros, con Vincent Caste- llano denunciándolo como “irre- levante.” Castellano disfruta evidentemente provocar a los in- quilinos en el público, luciendo gritar a gritos durante el testimonio público y declarando repetidamente que “la vivienda en Nueva York es una de las más asequibles de la nación.”

Finalmente, la RGV votó 6 a 3 por la propuesta de Marvin Markus en favor de un incremento del 4% por ciento sobre la Renta Base Máxima o a la “renta justa de una asunción de renta de 40% para el cálculo de metropolitana, lo que sea mayor.

Holder argumentó que la norma federal era demasiado alta para muchos vecindarios, mientras que Markus declaró que era demasiado baja. Rivera, el único representante público que votó con los inquilinos en este tema, dijo que fue irrelevante porque “DHCR eleva la renta más alta en el edi- ficio sin tomar en cuenta las más asequibles de la nación.”

Renta demasiado alta

Rent debt collectors can no longer send tenants a notice of eviction without also informing them of their rights to challenge that debt, a federal judge ruled last month.


Romae ruled required that debt collectors, not the tenants, 72-hour notice that they will begin eviction proceedings for unpaid rent, give tenants notice of their rights to challenge their debt within 30 days. They must also give tenants written evidence that they actually owe the debt, they should request it.

Since that decision, however, some debt collectors and land- lords have tried to skirt those re- quirements by having the landlord sign the eviction notices. The landlords, they claim, are not debt collectors, so they believe the legal lay does not apply. The result: Tenants un- necessarily spend time and money fighting their eviction in small claims court.

But that practice will no longer fly, ruled Judge Richard Conway of the Southern Federal District Court in June. Responsibility for informing residents of their rights lies with whoever prepares the eviction notice, said Casey, whether it’s a debt collector or a landlord.

Los inquilinos, quienes están gastando casi la mitad mayor parte de sus ingresos en rentas aun mayores — tratando de cubrir rentas mensuales de cuatro cifras con salarios semanalmente de $200 — no podían evitar sentir tanta simpatía en torno a los gastos de sus compañeros de silencio. “Hablemos de la multitud de nuestros alcorcón”, dijo Holder a Newsday, que “grito y regañó a los representantes públicos tras bombardeos.”

“Rentas demasiado alta”

En esta última reunión, los trece del 5% para el del 4% para los siguientes años, la cantidad de debate de los representantes públicos fue irrelevante porque “DHCR solo había hecho una presentación en uno de los apartamentos y no dijo que no importaba que “no importa que la cantidad fijados para los aparta- mentos de Manhattan, porque de todos modos está fuera del sistema de controles.”

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When the United States Olympic Committee (USOC) visited New York earlier this month to evaluate the city as a site for the 2012 Summer Olympics with a West Side Stadium, Manhattan neighborhood groups mixed emotions. The USOC’s visit was its last prior to selecting a US city to advance to the international level of competition for the 2012 Olympic Games. The local organizing committee, NYC2012, has refused to consider any sites for a stadium other than the “West Side yards.” And although Mayor Bloomberg stated in January there was no money for new “baseball stadiums” and only “not this year,” he is supporting the West Side stadium plans originally advanced by former Mayor Rudolph Giuliani.

NYC2012’s plan calls for a stadium over the rail yards (between 30th and 34th streets, 10th and 12th avenues) to be used for the Olympics and as a football stadium for the New York Jets. These days Deputy Mayor Richard N. Gottfried, the founder of NYC2012, is claiming it’s not really a stadium, but merely an “expansion of the Jacob Javits Convention Center” exhibition space. But no one is fooled.

Integral to NYC2012’s plans is the largest land grab since the days of Robert Moses. Many see the massive development scheme for up to 20 million square feet of new space (approximated 20-30 skyscrapers) west of Ninth Avenue, extending the #7 subway line to the Javits, new stations for Metro North and the Long Island Railroad, moving Madison Square Garden further west, and a host of other “improvements” to create a new “Central Business District” of corporate campuses and luxury housing on the West Side.

Using eminent domain and even more funny use of air rights, the real beneficiaries won’t be residents of the West Side, but Doctoroff’s pals (and developers) like developers Steve Ross (Related Companies) and Howard Milstein. Doctoroff reportedly tried a similar scheme once before in Nassau County when he held a minority interest in the Islanders hockey team.

A major problem with this scheme wrapped in apple-pie motherhood—patronism is the unbeknownst Clinton and Chelsea neighborhoods stand in the way. While they are not the only “derelict” and “blighted” areas as described by NYC2012. Indeed, many small businesses in the area provide critical support services for larger Manhattan corporations. Estimates are that an additional 200,000 people could move into Manhattan every day, resulting in more traffic jams and a larger strain on city services, and devastating the nearby residential neighborhoods. The nearby Penn South (not-for-profit coop) and Elliot-Chelsea Houses (public housing complexes) could end up with pressures to privatize. Residual and commercial displacement would be on a scale not seen in decades.

The cost to the public—for the stadium, extending the #7 subway line to reach it, and other infrastructure—would be billions of dollars, and could easily defer other capital-project priorities, such as the Second Avenue subway, the East Side connector and various proposed projects relating to the rebuilding of lower Manhattan. At a time when the city coffers are almost empty and the city/state debt burden is rising to $200 million per year, the last thing the city needs is a stadium in Manhattan.

Much of the infrastructure proposed by NYC2012 (and echoed by plans from the Jets and the Department of City Planning) on the West Side anticipates the use of governmental tax-free bonds—a $5 billion worth—secured by future tax revenues (tax increment financing) from developments they claim might not otherwise occur. But such tax revenues, speculative at best, would be debatable in the future, and would most likely be undercut by tax abatements, tax appeals, and public funding of the incentives for commercial tenants that accompany many new developments. To generate sufficient taxes to pay for the city’s portion of the stadium, the subway extension, the centering of the massive rail yards, etc., taxes would need to be at a level where it would be uneconomical to build on the West Side, especially when competing with other areas that have (or can quickly develop) alternative office space: Downtown, New Jersey, Brooklyn, Long Island City and other developing areas in the region.

It could divert revenue from the city’s core needs, including basic services or building much-needed new schools. Increased aggregate debt burden could affect the city’s bond rating and force higher interest costs. And those costs would come right out of the city’s treasury, not some benevolent football-team owner.

Underneath the hype of Olympic glory, the cost to the city would be staggering.

On June 29, State Senators Tom Duane and Liz Krueger, Assembly member Richard N. Gottfried, and Councilmembers Christine Quinn and Gale Brewer spoke at a press conference outside the hotel where the USOC members planned to stay. “You must change this flawed plan,” participants urged the USOC not to consider any plan that included a Manhattan stadium. Sponsors included the Clinton Special District Coalition, Metropolitan Council on Housing, Chelsea Coalition on Housing, Coalition for a Livable West Side, East Side Tenants Coalition, Ludlow Street Block Association, Chelsea Owners and Tenants for Neighborhood Preservation, 45th and 51st Street Block Associations, and the Committee for Environmentally Sound Development.

Above all, it was stressed, that the impact of the Olympic Games must be considered, not only the direct impact on the West Side, but on the pocketbooks of taxpayers throughout the city and on deferred projects elsewhere.

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Rebuild Coalition with a Spotlight on the Poor
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DECISIONS ARE BEING MADE ON HOW TO SPEND MONEY GIVEN TO NEW YORK AFTER THE SEPTEMBER 11TH ATTACK ON OUR CITY
Tell them to Focus on Communities, not Corporations
Let Your Voice Be Heard
WE ARE DEMANDING THAT THEY BE LISTEN TO US

Listening to the City
JULY 20th at the Jacob Javits Center
Prep Session: JULY 15th 6-8:30 pm at University Settlement, 184 Eldridge Street, corner of Kennington Street

Communities Know what Communities Need
• Low and Moderate Income Housing
• Immediate Free Health and Mental Health Care
• Vouchers for Rent Reduction and Apartment Clear-out
• Living Wage Jobs and Health (pay job training)
• Preserve the Character of Our Community, Don’t “Rebuild” Us Out
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Call Barbara @ The Rebuild Coalition 212/533-2541
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Breakfast, Lunch and Childcare Provided
NYC Rent Guidelines Board Adjustments (Order No. 34)

This rent guidelines table shows the maximum increases allowed in New York City for illegal charge for rent stabilized apartments on all leases commencing in the twelve-month period beginning October 1, 2002. Any increase in rent based on the 1- or 2-year renewal guidelines can be charged only once during the term of the lease. 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 decontrolled on that date. There is no rent supplement, a.k.a. poor tax, allowed.

Sublease Allowance
Lessees may apply for an apartment as of the date that your complaint is filed to the NYC Dept of the Aging, a Senior Citizen Rent Increase Petition. This petition becomes vacant and is subject to decontrol. The petition is filed with the NYC Dept of the Aging, 212-342-8400.

Vacancy Leases
In June 1980, Governor George Pataki, as a part of his efforts to destroy rent regulation, forced coaches to sign an agreement to charge large vacancy bonuses. Provisions in this law required that all large vacancy bonuses must be charged within 8 years. After the agreement, rents stabilized, and are not eligible for a Fair Market Rent (market rent) that landlords charge upon decontrol. Rent Overcharges
Tenants have agreed that many landlords will exploit the complexities of these guidelines and the tenants will be unable to meet the financial requirements of the landlord. The tenant may charge between filing an overcharge complaint with the Division of Housing and Community Re- Newal or challenging the rent in Housing Court to get a determi- nation of the legal rent. A prospective tenant who ex- presses 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 overcharges. A tenant who believes he/she is overcharged should fill out Form RA-89 to determine the correct rent from official records. 0.6% times number of years since last vacancy allowance, whichever is greater 6% to 10% of the current legal rent, whichever is greater.

Senior Citizen Rent Increase Exemption
Rent stabilized seniors, 62 or older whose disposable annual household income is $20,000 or less and who pay (or face a rent increase that causes them to pay) one-third or more of their income in rent may be eligible for a Senior Citizen Rent Increase Exemption (SCRIE) if they apply to the NYC Dept of the Aging, 255-6800. If you have an e-mail address, join the Met Council “ACTIVE!” list. We’ll send you alerts about demonstrations, hearings and other activities. Simple send us a message, subject heading “subscribe,” to: active@metcouncil.net.

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Lease Renewal Disputes: A Guide

By William Rowen

With six and a half years of landlord-sympathetic control of the state, the Division of Housing and Community Renewal, under Governor Pataki, tenants must watch their step as never before.

At least once every two years, rent-stabilized tenants renew the lease they signed when they moved in. If the landlord doesn't offer a new lease between 90 and 150 days before the old one expires, the tenant can have the renewal date be either the day after the old lease expires or 90 days after the offer.

Frequently, the landlord pulls a fast one and tries to get the tenant to sign a lease that violates one or more of their rights. For example, a renewal lease may be offered late, and/or have an unlawful commencement date; be retroactive and require paying a retroactive rent hike; include unlawful riders or request information that tenants' private business; exclude the required "tenants' rights rider"; either misapply the applicable rent adjustments or use the wrong base rent; or be treated as in force by the landlord without the tenant receiving a copy signed by the landlord and tenant. Do not agree to go to the landlord's office to renew your lease, or to deny signing for immediate signature at your door.

Generally, stabilized leases must be renewed on the same terms, or better terms for the tenant, as the lease they signed when they moved in. So that means if a landlord either inserts clauses or riders that are to his advantage, or excludes previous provisions that were beneficial to the tenant, those clauses are null and void, and not enforceable when a dispute arises. Of course, the problem with this is that many a tenant cannot read a lease, or fail to be valid, whether it is or not. A Rule: Analyze every aspect of the various landlord-oriented documents in the 60-day consideration period.

The law allows only two landlord-oriented provisions added to a renewal lease: (1) the right to adjust the lease terms or rent by order of the DHCR or the Rent Guidelines Board, and (2) the imposition of the subdivision, ad valorem, rent guideline when the lease is executed during a period when the guidelines are unknown or pending final adoption. These provisions are preprinted on the two-page state-authorized form (RTP-8) they don't lose any rights by not having a current lease. Their rights are in the rent laws. Leases under rent stabilization are superfluous land-use documents superimposed onto the rent-stabilization laws to provide landlords with the opportunity to intimidate their tenants. The law cannot rationalize this, of course, the fear of eviction growing out of the commonplace belief that, without a lease, the tenancy lacks the right of security of tenure.

Rent-controlled tenants know rent-controlled tenants know that law does not allow for eviction. A rule: Do not accept any renewal that the landlord has the right to in the law. Landlord lobbyists added leases to the bill that created rent stabilization to empower landlords. Without leases, rents of all stabilized tenants could be adjusted annually or biannually without the trouble, pain and abuse. Nothing else would change, and landlords would lose a big weapon.

So the question for the rent-stabilized tenant becomes: How can I prevent my landlord from using this "lease renewal" process—as a bludgeon to take away my rights? First, know or inform yourself of your rights. Second, seek the information you need when the landlord makes the renewal offer, not at the last minute when the tenant's consideration period is about up. Third, respond to the landlord's tricks in a way that leaves a paper trail that says you are not giving up your rights. A Rule: Certified is good with DHCR.

It is potentially an evitable offense to force a lease offer. In the past, few landlords, and very few judges, wanted to enforce the tenant's failure to renew a lease through eviction. But times, if you hadn't noticed, have changed, and all those tenants who renewed or didn't renew even remotely affordable rents are targets in the great landlord rush to develop new apartment rentals for $2,000 or more a month. More common landlord claims are illegal subletting and non-payment of rent.

In a recent case, a tenant tried to escape eviction by claiming the landlord had no right to give notice to discontinue rent stabilization as a month-to-month tenant. A Rule: Don't pay any unauthorized rent, and be careful when your landlord tells you the renewal will be a month-to-month tenant.

Back to the landlord's improper renewal offer. Besides writing to your landlord to register your objections to the lease offer, you may want to file a complaint with the DHCR on their Form RA-90. Tenant's Complaint of Owner's Failure to Renew Lease and/ or Failure to Furnish a Copy of a Proposed Lease. This is the only advisable when the dispute threatens to go to Housing Court. DHCR or "certified" is usually better protection provisions in the law and code. However, filing with DHCR shows an extra level of seriousness on your part to resolve the issues in your favor, even if you distrust DHCR. A Rule: Always retain copies of all documents, and use regular mail with small letter to landlords and managing agents; they often will not accept certified mail, and is usually better help from trustworthy sources— a citywide tenants association like Met Council, a local tenants organization, a pro-tenant local legislator, or a tenant (not landlord) lawyer, if you can afford one. Bureaucracy of advice from DHCR.

Don't pay any unauthorized rent until you dispute to prove your "good faith." This may "deem" the lease you dispute into existence. In fact, the rent-stabilization code changes adopted December 2000 allow a lease to go into effect by the tenant merely ignoring the tenant's failure to renew. The landlord lets them stay—though the landlord also has the option to commence an eviction action in court. The lesson here is to dispute improper lease renewal offers right away and in writing. Don't give the landlord the opportunity to define the dispute as his way.

Charas Finds New Home: Housing Authority Wants Lot

In its struggle to find a new home, CHARAS, the East Village community center that suffered a highly publicized demolition in 1973, now finds itself up against a city that was recovering from decades ago: developing affordable housing.

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But the city says it is moving full steam ahead with its housing plans. This project is invariable, said NYCHA spokesperson Howard Marder, because it "preserves 39 units at no cost to NYCHA or the city, and removes the goal of deconcentrating poverty by creating a mixed-income development." This development would mark the first time the agency has built housing that mixes Section 8 and market-rate apartments. Bids are due by September 13, and NYCHA plans to relocate the 27 families currently living in Fabria to the housing development of their choice. NYCHA will give them very little vouchers to live elsewhere. Renovations are slated for completion in January 2005, and the new buildings will be in August of that year.

Before construction gets under way, however, NYCHA will first need to go through a land-use review process to get approval to build on the vacant lots. The first stop: Community Board 3. CB3's housing committee plans to invite NYCHA officials to present their plan to the board at its July meeting.

Bill Grossman

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poverty: a record 33,000 people in homeless shelters. “There is no basis in logic or public policy for a rent increase,” he said.

“It’s an issue in every aspect of our lives here in New York City. The RGB has all but ignored the inabil-

ty of tenants to pay rents.”

But as the tenants in the crowd chanted, the board voted 7-2 against the rollback. Holder said
Fagan then tried a slightly smaller rollback, 2.3% and 1%, with the same result. They also found
themselves voting alone when they proposed a rent freeze.

Public member David Rubinstein—in perhaps his first contri-
bution to public debate in his three seasons on the RGB—said he would vote against the freeze
because landlords’ “core PIOCs” (operating expenses without fuel costs) was up this year. That was a
common mantra among the public members to justify their votes, with Carmody and Starobin offering
similar explanations.

The amount of debate from the public members was no more than the chair was the biggest difference
this year. During the Giuliani admin-

istration, the four of them would invariably sit mute while tenant and landlord representa-
tives offered up quixotic proposals for their respective sides, then endorse an increase somewhere
in the middle without a word of dis-
cussion. While they were often angered by the widespread belief that they were simply rubber-
stamping increases dictated by
Giuliani, their behavior did nothing to improve it. This year, River
a carried most of the argument for a 0% increase on the SROs, point-
ing out that one out of ten rent

increases by saying that the figures
showing landlords’ costs down

had led to many apart-

ments being completely de-

regulated. “We asked DHCR if they
might need another apartment
improvements, and they said they
don’t,” he argued. One of the
landlord representa-
tives, he con-

tinued, had told him, “it doesn’t matter
what number we set for Manhattan apartments,
because they’re going out of con-
trols anyway.”

That angered the landlord repre-
sentatives, with Vincent Castellano
calling it “irrelevant.” Castellano clearly
enjoyed baiting the tenants in the audience, frequently shouting them down during public testi-
mony and repeatedly declaring that “New York’s housing is among the most affordable in the nation.”

Ultimately, the RGB voted 6-3 for Marvin Markus’ proposal, to set the special guidelines at either
50% above the Maximum Base Rent or the federal “fair-market rent” for the metropolitan area,
 whichever is greater. Holder ar-
gued that the federal standard was

way to sugar-coat this: we got

needed.”

After the meeting, Markus

sent a news release to the

public, telling them the “core

Manhattan”—might not be

that sympathetic to land-

lord expenses. For Holder,

affordability is the main issue.

“We’ve got to keep letting them
carrying on forever. There needs to
be a correction.”

The vote leaves tenants ponder-
ing what to do next. “There’s no
day to sugar-coat this: we got

a new annual rental annual ritual is needed.”