



New York APARTMENT LAW INSIDER®

The How-to Resource for Owners, Managers & Real Estate Professionals

JANUARY 2013

INSIDE THIS ISSUE

Building Management Calendar	5
Landlord v. Tenant	6
Annual Index	7

Tenants Sue Owner for Smelly Aftermath

A group of tenants in Manhattan Beach recently went to court to make their building's owner get rid of a foul smell that Superstorm Sandy left behind. According to tenants, a smell has permeated the 49-unit property ever since sea water flooded the basement and sprang leaks in stored fuel tanks.

Residents are complaining that the fumes are making them sick. One tenant's doctor is attributing the 79-year-old tenant's coughing, shortness of breath, and hypertension to noxious air in the rent-stabilized building. The owner's lawyer said that the owner has spent more than \$100,000 on storm repairs.

The judge in the case told the tenants that they must bring him expert proof that the fumes actually are a health hazard. He suggested that they subpoena the results of Environmental Protection Agency tests that were done at the six-story building. The judge also suggested that residents hire an expert to do air-quality testing to back up allegations in complaints they filed against the owner.

FEATURE

How to Prove a Case for Owner Occupancy Destabilization

An owner may want to move into a rent-stabilized apartment in a building he owns for many reasons. He may desire a place to live in New York City; he may seek an apartment for a family member; he may want to expand the size of an apartment he already occupies in the building.

Fortunately, for these owners, one of the grounds specified in Section 2524.4 of the Rent Stabilization Code (RSC) for refusing to renew a lease, without an order of the DHCR, is that the owner seeks to recover the apartment "for such owner's personal use and occupancy as his or her primary resident in the City of the New York and/or for the use and occupancy of a member of his or her immediate family as his or her primary residence in the City of New York." This process is known as owner occupancy destabilization. The basic requirements for owner occupancy destabilization are:

- Only one of the individual owners of any building may recover possession of one or more apartments for personal use and occupancy;
- The owner must establish that he or a member of his "immediate family" intends to live in the rent-stabilized tenant's apartment for at least three years; and
- He must prove that he's acting in "good faith."

If an owner meets these requirements he will establish his right not to renew the rent-stabilized tenant's lease. The tenant may then be evicted, and the owner (or his family member) may move into the apartment.

Requirement #1: Not a Corporation or Partnership

To qualify for owner occupancy destabilization, the owner must not be a corporation or partnership. RSC Section 2524.4(a)(3) says that only an "individual owner" can bring a case based on owner occupancy. This means that the building must be owned by a natural person or persons (for example, a husband and wife), not by a partnership or corporation.

If you're seeking owner occupancy and you currently own a building through a form of ownership that disqualifies you from bring-

BOARD OF ADVISORS**Dov Treiman, Esq.**

Chairperson of *ALI*
Board of Advisors
Landlord-Tenant
Managing Partner
Adam Leitman Bailey, P.C.
New York, NY

Lewis Barbanel

Howal Management
Cedarhurst, NY

Mark Engel

Langsam Property
Services Corp.
Bronx, NY

Erez Glambosky, Esq.

Rivkin Radler LLP
New York, NY

Martin J. Heistein, Esq.

Belkin Burden Wenig
& Goldman, LLP
New York, NY

Zachary Kerr

M & R Management Co.
Brooklyn, NY

Alan Kucker, Esq.

Kucker & Bruh, LLP
New York, NY

Todd Nahins, Esq.

Borah, Goldstein,
Altschuler, Nahins
& Goidel, PC
New York, NY

William J. Neville, Esq.

Mitofsky Shapiro Neville
& Hazen, LLP
New York, NY

Fred Rudd

Rudd Realty Mgmt. Corp.
New York, NY

Blaine Z. Schwadel, Esq.

Rosenberg & Estis, PC
New York, NY

Peter Schwartz, Esq.

Graubard Miller
New York, NY

Karen Schwartz-Sidrane, Esq.

Sidrane & Schwartz-
Sidrane
Hewlett, NY

Niles Welikson, Esq.

Horing Welikson &
Rosen, PC
Williston Park, NY

Joe Zitolo

Lemle & Wolff, Inc.
Bronx, NY

Editor: **Eric Yoo**

Executive Editor: **Heather Ogilvie**

Director of Production: **Kathryn Homenick**

Director of Operations: **Michael Koplin**

New York Apartment Law Insider [ISSN 0898-2961 (PRINT), 1938-3134 (ONLINE)] is published by Vendome Group, LLC, 6 East 32nd Street, New York, NY 10016.

Volume 33, Issue 12

Subscriptions/Customer Service: To subscribe or for assistance with your subscription, call 1-800-519-3692 or go to our Web site, www.vendomerealestatemedia.com. Subscription rate: \$305 for 12 issues (plus \$17 shipping/handling). **To Contact the Editor:** email eyoo@vendomegrp.com. Call: Eric Yoo at (212) 812-8435. Fax: (212) 228-1308.

To Place an Advertisement, Please email Erin Tyler, etyler@vendomegrp.com, or call (216) 373-1217.

Disclaimer: This publication provides general coverage of its subject area. It is sold with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional advice or services. If legal advice or other expert assistance is required, the services of a competent professional should be sought. The publisher shall not be responsible for any damages resulting from any error, inaccuracy, or omission contained in this publication.

© 2013 by Vendome Group, LLC. All rights reserved. No part of *Apartment Law Insider* may be reproduced, distributed, transmitted, displayed, published, or broadcast in any form or in any media without prior written permission of the publisher. To request permission to reuse this content in any form, including distribution in educational, professional, or promotional contexts, or to reproduce material in new works, please contact the Copyright Clearance Center at info@copyright.com or (978) 750-8400. For custom reprints, e-prints, or logo licensing, please contact Donna Paglia at (216) 373-1210 or dpaglia@vendomegrp.com.

Owner Occupancy Destabilization (continued from p. 1)

ing an owner occupancy case, you can change the form of ownership to individual ownership before you begin your efforts to recover the apartment. If you change your form of ownership to qualify for an owner occupancy case, take the following five steps to qualify for owner occupancy:

Step #1: Make sure the deed reflects the change in the form of ownership.

Step #2: Notify the tenants in writing of the change.

Step #3: Make sure the new name can't be confused with the old name. For example, if you and another person own the building as a partnership called XYZ Partnership and you convert to a tenancy in common, don't call yourself XYZ Partnership. Instead, change your name to something entirely different.

Step #4: File a "Report of Change in Identity of Owner/Agent" [RA-44 (1/12)] form with the DHCR.

Step #5: If a partnership or corporation owned the building, and the building was its only asset, file a dissolution of partnership or corporation with the county clerk's office in the county in which the partnership or corporation was organized.

Another consideration is that only one co-owner can seek an apartment for owner occupancy. In one case, an owner sought to evict a rent-stabilized tenant so that he could recover the apartment for his own use. The tenant asked the court to dismiss the case. He pointed out that a different co-owner previously sought and recovered another apartment in the building for owner occupancy. The owner argued that the RSC barred only two unrelated co-owners from trying to recover apartments at the same time.

The court ruled against the owner and dismissed the case. Rent Stabilization Law Section 26-51(c)(9)(b) states that the law "shall only permit one of the individual owners" of a building to recover possession of one or more dwelling units for owner occupancy. RSC Section 2524.4(a)(3) also states that only one individual owner can recover an apartment, however the owners jointly hold the property. According to the court, there was no statute or case law supporting the owner's interpretation of the law [*Begum v. Tapia*, January 2010].

Requirement #2: Occupancy by Owner or Immediate Family

An owner must be able to show that he and/or a member of his immediate family will occupy the tenant's apartment. An owner's immediate family includes the "husband, wife, son, daughter, stepson, stepdaughter, father, mother, father-in-law, or mother-in-law."

If, after recovering possession of the apartment, the owner doesn't use the apartments as the owner's or an immediate family member's primary residence for three years, the owner may lose the right to any

let **US** be your **EYES** and **EARS**



PGB EXECUTIVE INVESTIGATIONS, INC.
You only get one shot. Make the best choice!

About Us

PGB Executive Investigations is a New York State licensed, bonded & insured firm providing unparalleled private investigations for today's real estate community.

We offer a tailored approach to attending to the unique needs of today's landlord/tenant sector.

We are highly motivated, results driven, always discreet and confidential.

As a result of numerous investigations conducted, many property owners have reclaimed their rent-controlled and rent stabilized apartments from fraudulent tenants purporting to reside thereat, while actually primarily residing elsewhere.

Why We Should Be Your Only Choice

- ▶ Custom-covert-designed equipment to meet your needs
- ▶ Long & short-term physical & electronic surveillance
- ▶ Rent controlled-Rent stabilized/Illegal Sublet Investigations
- ▶ A unique and innovative approach infusing traditional investigative strategy with the latest cutting edge technology
- ▶ PGB is the consummate investigations firm, utilizing proven methods, to satisfy the most demanding clientele
- ▶ The firm's CEO, and lead investigator is a former NYPD Supervisor and respected leader in the law-enforcement community, whose staff is comprised of the finest of New York's Finest
- ▶ **CALL FOR A FREE CONSULTATION**

UNPARALLELED INVESTIGATIONS AT COMPETITIVE PRICES

www.pgbexec.com | **212.913.9112** | pgb@pgbexec.com

rent increases for other apartments in that building for three years [RSC §2524.4(a)(5)].

Requirement #3: Owner Acting in 'Good Faith'

The law requires an owner to prove he's acting in good faith. Good faith has been defined by New York's highest court as the "honest intention and desire to gain possession of the premises for one's own use." In essence, the question of good faith is answered when a court decides whether it believes the owner's statements. If it does believe the owner's claim that he wants to use the apartment, it will find good faith.

The burden on an owner is to present as much evidence as possible to prove that he does, in fact, intend to occupy the tenant's apartment.

Evidence of good faith. In each case, an owner will have to decide what evidence best supports his claim of acting in good faith. Suppose an owner has prepared architectural plans to renovate the tenant's apartment once the owner occupies it; he will be demonstrating good faith, because he obviously has concrete plans to move in once the tenant vacates. Likewise, a planned move from a small apartment into a larger one to accommodate the owner's growing family is likely to establish the existence of good faith.

In one case, the owner sued to evict five rent-stabilized tenants, claiming that he intended in good faith to occupy the tenants' apartments as part of his primary residence in New York City. The court ruled for the owner after a trial. The tenants appealed and lost. The

owner presented credible proof of his plan to use the fourth and fifth floors of the brownstone building as a combined duplex apartment. The building was close to the owner's Manhattan office, and the owner's current living situation in a cramped apartment didn't allow his two sons to comfortably visit him. And the owner also had retained an architect and contractor to do the remodeling work and showed he had the means to pay for the planned construction [Brown v. Robards, October 2010].

Evidence of bad faith. On the other hand, you might show a bad faith intention if you advertise and try to sell your building after sending a tenant a lease nonrenewal notice. That's what happened in one case. The owner advertised his building for sale and didn't

(continued on p. 4)

Owner Occupancy

(continued from p. 3)

move into a similar apartment in the building that had been vacant three months before he sent the tenant the nonrenewal notice [Austin v. O'Brien, November 2011].

In another case, the owner claimed that she wanted to live closer to her aging parent and stepparent, and wanted to live in Manhattan because it was convenient for her law practice and her legally blind husband. The owner had made the same claim in a prior owner-use proceeding brought against another tenant in the same building. The prior case was dismissed on procedural grounds, and the owner and the other tenant later signed an agreement by which that tenant moved out. But the owner never moved into the other tenant's apartment. The trial court's finding that the owner didn't have a good-faith intent to primarily reside in the tenant's small fourth- and fifth-floor duplex walk-up apartment was supported by the record, particularly in light of the physical ailments of the owner and her husband [Riley v. Ansis, September 2010].

Applying for Destabilization

An owner can begin the destabilization procedure only when the tenant's lease is about to expire. Instead of offering renewal as would normally be required, the owner notifies the tenant of his intention to occupy the tenant's apartment. An owner cannot evict a tenant and destabilize his apartment so long as the tenant has a lease; only after the lease has expired can the tenant be evicted.

However, an owner must be careful not to wait until the tenant's lease expires to decide he wants to take over the tenant's apartment. You must send the tenant a nonrenewal notice between 90 and 120 days before the end of the tenant's lease. If you don't send this notice on time, the court will throw out your case. This will mean that you must give the tenant a renewal lease and wait until the end of that lease before trying again.

Also, the nonrenewal notice must state enough facts to establish the owner's right to recover the apartment. If the court agrees with the tenant, it will throw out your case.

To avoid this problem, make sure to give plenty of information about why you need the apartment and who's going to move in. In one case, the owner sued to evict two rent-stabilized tenants for owner-occupancy purposes. The owner planned to convert the entire 13-unit building into a single-family home for the primary residence of himself, his fiancée, and her two children. The owner described a plan to take back the two tenants' apartments, without any plan to occupy them or begin renovating all apartments until much later, after the entire building was recovered. The tenants claimed that the plan was too vague. The court ruled for the tenants and dismissed the case.

The owner appealed and won. The owner's nonrenewal notices described "recovery for personal use and occupancy" within the meaning of the RSC. Any questions concerning the feasibility of landlord's proposed renovations or the ultimate question of landlord's good-faith intention to occupy the tenants' apartments or the building as a whole were to

be addressed in pretrial questioning or at trial. And therefore, the owner was allowed to go forward with the eviction cases [Rudd v. Sharff, December 2010].

Once an owner refuses to renew the tenant's lease, the owner occupancy destabilization procedure begins. No special application form need be filed. Instead, an owner simply waits until the tenant's lease expires. If the tenant then moves out, the owner and/or his family can move in. But if the tenant doesn't vacate voluntarily, the owner will have to go to court. There he will be required to prove that he has met the requirements. If the judge is satisfied with the proof, he'll issue an order permitting the tenant to be evicted.

Additional Tenant Defenses Against Owner Occupancy

Special rules apply to senior citizens and disabled persons concerning eviction based on owner occupancy. An owner can't evict a tenant from a rent-stabilized apartment in New York City if the tenant or the spouse of the tenant is a senior citizen, 62 years old or older, or a disabled person unless the owner provides an equivalent or superior apartment at the same or lower rent in a nearby area.

Also, an owner can't evict a tenant from a rent-stabilized apartment outside New York City or a rent-controlled apartment statewide when a member of the household lawfully occupying the apartment is a senior citizen, 62 years old or older, or a disabled person, or has been a tenant in the building for 20 years or more.

In one case, a court ruled against the owner who attempted to evict, because she failed to offer the elderly tenant an alternate

apartment that was an equivalent or superior nearby housing accommodation at the same or lower regulated rent, as required by RSC Section 2524.4(a)(2). The owner appealed and lost. The owner offered the tenant any number of unregulated market-rent apartments and assured the tenant that she would pay the tenant a stipend to cover the difference between the tenant’s current rent and the unregulated rent. However, although it may be hard to do so in the current real estate market, the code requires an owner to offer a

rent-stabilized apartment, and it doesn’t matter what financial or tenancy terms the owner and tenant might agree to [Nestor v. Britt, February 2012].

In another instance, the owner sued to evict a rent-stabilized tenant to recover the apartment for use as a family member’s primary residence. On the eve of the trial, the tenant asked the court for permission to amend her answer. The tenant now claimed that she was disabled. If proved, she would be entitled to be relocated before the

owner could recover the apartment. The owner argued that the tenant raised this claim too late and without sufficient proof. The court ruled for the tenant with certain conditions. The tenant had to give the owner authorizations for access to all medical records and interviews with her doctors, since she put her medical and psychological condition at issue and thereby waived any doctor-patient privilege [Tjia v. Schwartz, May 2011]. ♦

BUILDING MANAGEMENT CALENDAR

This calendar covers key dates in the period from Jan. 15 through Feb. 12, 2013.

DATE	TO DO	FOR MORE INFO
1/15 TUE	<ul style="list-style-type: none"> <input type="checkbox"/> Protest 2013–14 real property tax assessment. Today is the first day to apply to the city’s DOF for a reduction of the 2013–14 tax assessment for your property. Applications for Class 2 and Class 4 properties can be filed up to and including March 1. Applications for Class 1 properties can be filed up to and including March 15. <input type="checkbox"/> Deliver annual window guard and lead-based paint notice to tenants. Today is the last day to deliver the “Annual Notice: Protect Your Child from Lead Poisoning and Window Falls” to all tenants in your building. <input type="checkbox"/> Deliver fire safety plans to current occupants. Today is the last day to distribute a copy of your building’s fire safety plan to current occupants of every apartment if you opt to deliver them with your annual window guard notices. You don’t have to deliver the fire safety plans now if you distributed them to occupants in October 2012. 	Call DOHMH’s Office of Field Operations Inspections at (212) 676-6100.
1/21 MON	<ul style="list-style-type: none"> <input type="checkbox"/> Use Dr. Martin Luther King Jr. Day building schedule. Dr. King’s Birthday is a Service Employees’ Union (Local 32BJ) contract holiday. It’s also a Sanitation Department workers’ holiday, which means there’s no garbage pickup or street cleaning. 	
2/1 FRI	<ul style="list-style-type: none"> <input type="checkbox"/> File J-51 application. The first filing period in 2013 for filing J-51 tax abatement and exemption applications begins today. Applications can be filed during this period, up to and including March 15, 2013. 	Call HPD’s Office of Tax Incentive Programs at (212) 863-5517.
2/12 TUE	<ul style="list-style-type: none"> <input type="checkbox"/> Use Lincoln’s Birthday building schedule. Lincoln’s Birthday is a Sanitation Department workers’ holiday, which means there’s no garbage pickup or street cleaning. 	

LANDLORD V. TENANT

Each month our sister publication, NEW YORK LANDLORD V. TENANT, summarizes approximately 60 decisions by the courts and the Division of Housing and Community Renewal (DHCR) involving owners and tenants. Here are five from the December 2012 issue.

DOB Violations: Landlord Exempt from Filing Local Law 11 Report

DOB issued a violation notice to landlord for failing to file an amended report to confirm the correction of unsafe building facade conditions described in the initial report he filed under Local Law 11 of 1998. Landlord claimed that because the building was no more than six stories in height, it wasn't subject to these reporting requirements. The building had a cellar and five stories and was registered with HPD as six stories. The ALJ ruled for landlord and dismissed the violation. DOB appealed and lost. Building Code §28-302.1 requires owners of buildings greater than six stories to maintain exterior building walls in a safe condition and to have a design professional periodically file a report certifying to DOB that the walls either were safe, unsafe, or safe with a repair and maintenance program. After notifying DOB of an unsafe condition, the owner must immediately make repairs and file an amended report with DOB. DOB argued that landlord had filed the initial report of unsafe conditions and therefore was required to file the amended report. But since landlord wasn't required by law to file any report, it didn't matter that an initial report was filed.

■ Sherhan: ECB App. No. 1200915 (11/28/12)

DOS Violations: Landlord Didn't Perform Regular Daily Cleaning

DOS issued a violation notice to landlord for having a dirty area in front of his building. The DOS inspector reported seeing a large accumulation of matted cigarette packs, cups, napkins, and other paper in the driveway. Landlord claimed that he and his wife cleaned in front of the building regularly, but not every day, and that their tenant was elderly. They claimed that they didn't cause the garbage cited in the violation and didn't see it until after they had raked leaves that had blown into the driveway. The ALJ ruled against landlord and fined him \$100.

Landlord appealed and lost. It was no defense that landlord wasn't the source of the garbage found at the scene. Property owners are responsible for keeping their premises free of debris, regardless of the cause. Landlord also didn't demonstrate that reasonable efforts were made to keep the area clean. He admitted that daily cleaning wasn't performed. To prove reasonable efforts were made requires a showing that efforts are made on a regular daily basis.

■ Brenner: ECB App. No. 1200828 (11/29/12)

Eviction: Tenant Can't Vacate Settlement Agreement

Landlord brought both a holdover for refusal to give access for repairs and a nonpayment proceeding against elderly rent-controlled tenant in housing court. After a joint trial of the two cases began, landlord and tenant signed a settlement agreement in court in May 2011. Tenant was assisted in court by a court-appointed guardian ad litem (GAL), who also signed the settlement agreement. Tenant agreed to move out in four months, in exchange for a complete waiver of back rent totaling \$24,000 owed since October 2010. Tenant later asked the court to discharge the GAL and vacate the settlement agreement. The GAL in turn asked the court to extend tenant's time to move out of the apartment.

The court ruled against tenant. The GAL had met with tenant extensively and agreed to the settlement based on a number of factors, including tenant's wish to move to senior housing. There was no valid basis for removal of the GAL, and it wouldn't promote tenant's interests. Tenant also had no valid defense, since she admitted the rent arrears were owed and that she had refused access. The GAL's request to extend tenant's time to relocate was extended through Dec. 31, 2012.

■ East 10th Street LLC v. Garcia: 37 Misc.3d 1224(A), 2012 NY Slip Op 52152(U) (11/20/12)

Fire Department Violations: Fire Director Renewed Certificate of Fitness on Time

The Fire Department issued a violation notice to landlord for failing to renew its certificate of fitness of the building's fire safety director. At a hearing, landlord's fire safety director stated that he completed a course, passed a test, and submitted his renewal application to the Fire Department. Fire Department computer records indicated that he was in good standing, but he had not yet received a certificate. The ALJ ruled against landlord and fined it \$750. Landlord appealed and won. Additional documents submitted on appeal showed that landlord's Fire Director had been in good standing for 25 years, had filed his renewal application with the Fire Department on Dec. 23, 2011, but that the Department didn't issue the certificate of fitness to him until August 2012. Still, the certificate of fitness was renewed as of June 25, 2012, the date of the violation. The fine was revoked.

■ 160 Beach Realty Corp.: ECB App. No. 1200929 (11/29/12)

Landlord's Negligence: Tenant Doesn't Prove Snow Accumulation in Slip-and-Fall Case

Tenant sued NYCHA after she slipped and fell when she got out of a taxi and stepped onto a curb in front of landlord's building. Tenant claimed that NYCHA was negligent in failing to properly remove snow from the sidewalk. The court ruled for NYCHA and dismissed

the case. There was no independent admissible proof contradicting NYCHA's certified report from an independent meteorologist, which stated that there was no accumulated snow near the accident location on the date in question. Tenant's photographs of the scene were taken days after the accident, and it had snowed during that time. ♦

■ Perez v. NYCHA: Index No. 103275/09, NYLJ, 11/2/12, p. 15, col. 1

ANNUAL INDEX

If you missed any 2012 issues of the INSIDER, just log on to our Web site, www.ApartmentLawInsider.com. There, you can download PDFs of past issues from our Archive, or look for these articles under the following headings:

FEATURES

FEATURE ARTICLES

- DOB Issues Placards, Waives Application Fees for Repair Work
- How to Dispose of Household Hazardous Waste Resulting from Hurricane Damage
- DHCR Will Approve MCI Rent Hikes for Backflow Prevention Devices
- Fight Sanitation Violation Quickly and Inexpensively with Affidavit
- How to Handle Profiteering Tenants' Short-Term Rental Businesses
- How to Handle Unsafe Facade Conditions Caused by Tenants
- Three Possible Arguments to Counter a 'Late' PAR Dismissal
- Gather Necessary Documents When Answering Overcharge Complaints
- How to Comply with Updated CO Detector Rules
- How to Deregulate Apartment by Renting to Professional or Commercial Tenant
- How to Make Tenants Remove Obstructions from Fire Exits and Hallways
- How to Avoid Discrimination Claims Based on Sexual Orientation and Gender Identity
- How to Deal with Repeated Service Complaints by Tenants
- Defeat Tenant Tactics to Prolong Rent Reduction Orders
- How to Minimize Chances of MCI Application Processing Delays
- Avoid Delays During Nonpayment Proceedings with Good Document Preparation

MANAGEMENT BASICS

- DOB Extends Boiler Inspection and Report Deadline to Dec. 31
- Follow Five Safety Tips When Using Backup Generators After a Disaster
- DHCR Cuts Air-Conditioner Rent Surcharge for 2012-13
- Follow Four Tips to Prepare Boiler for Heating Season
- Tenants and Subtenants: A Primer on Legitimate Subletting
- File 2012 Rent Registrations by July 31
- File 2012 Fuel Cost Adjustment Forms Online by April 2
- Use Independent Company to Prevent Storage Units from Becoming Required Services

- File High-Income Rent Deregulation Form by June 30

NEW LAWS & REGS

- Phaseout of Dirtiest Heating Oils Begins to Accelerate

RENT INCREASES

- Collect Increase of 18% or 20% for Vacancy Leases
- Take 2% and 4% Rent Increases for Renewal Leases
- How to Collect 2012-13 MBR Increases for Rent-Controlled Units

COURT WATCH

- Appellate Court Links Building Mold and Illness

VIOLATIONS

- Higher Penalties for Heat and Hot Water Violations Go into Effect

DEPARTMENTS

DOS & DON'TS

- Follow Proper Procedures for 'No-Access' Inspection
- Don't Block Access to Water Meters
- Don't Place Locking Devices on Fire Passageways
- Maintain Building Systems at Appropriate Noise Levels

Q & A

- Installing Security Cameras Without Violating Privacy Rights
- Charging a 'First Rent' with Outdoor Garden Space Alterations
- Ramifications of New York State's Marriage Equality Act
- Escalating Preferential Rent During Lease Term

IN THE NEWS

- FEMA Increases Temporary Housing Rental Assistance for NY Hurricane Victims
- Defeating Overcharge Claims After Grimm Decision
- Owner Revitalizes Nine of NYC's Worst Buildings
- NYC Housing Department Corruption Probe Widens
- Financing Initiative Will Assist Buildings with Clean Heating Conversions
- Large Apartment Building Owners Pay Lion's Share of NYC Tax Revenue

- NYC Water Board Approves 7% Rate Hike Effective July 1
- RGB Proposes Lease Renewal Adjustments
- City Council Considers Elevator Safety Legislation
- RGB Publishes Income and Affordability Study
- MetLife, Stuy Town Tenants Settle Lawsuit
- Bronx Apartments Converted to \$7.5M Pot Farm
- Maintenance Work Likely Cause of Elevator Accident
- Supreme Court May Hear Owner's Challenge to Rent Control Laws
- Councilwoman Proposes Harsher Fines Against Illegal Hotels

MODEL TOOLS

- A/C Rent Surcharge Charts
- Send Cover Letter with Affidavit When Contesting Sidewalk Violation
- Notice to Tenants: Bedbug Prevention and Control
- Disclosure of Bedbug Infestation History
- RGOB 44 Rent Computation Form for Vacancy Leases
- RGOB 44 Rent Computation Form for Renewal Leases
- Get Tenants to Remove Unsafe Facade Condition
- Require Tenant to Remove Obstructions
- Request DHCR Consolidation of Building-Wide Complaints
- Building-Wide Service Complaint Tracking Sheet
- Individual Service Complaint Tracking Sheet
- Request DHCR Consolidation of Individual Apartment Complaints
- MCI Application Checklist
- Documents Checklist for Nonpayment Cases

LANDLORD V. TENANT

For highlights of the year's housing court, DHCR, and Environmental Control Board decisions, look on our homepage under **Departments** and click on **Landlord v. Tenant**. For a complete database of case summaries of over 60 monthly landlord-tenant decisions going back 20 years, see the site of the INSIDER's sister publication, www.LandlordvTenant.com.

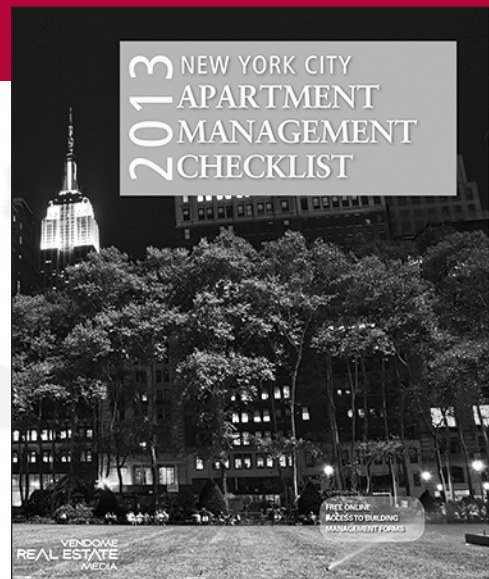
Open to Read Your Latest Issue

Are You Ready for 2013?

The **2013 NYC APARTMENT MANAGEMENT CHECKLIST** will help you prepare! This is the definitive source of information to help owners and managers navigate through the multitude of complex laws that govern the management of New York City apartment buildings. It contains plain-English explanations of the law, side by side with the official text.

The **2013 CHECKLIST** has been updated to include new information on:

- ◆ Installation of backflow prevention devices now qualify for MCI rent increases from the DHCR.
- ◆ Replacement of CO detectors in apartments after the manufacturer's suggested useful life expires.
- ◆ Additional facade inspection reporting requirements and forms.
- ◆ Updated recycling rules on bedding, bicycles, and bike racks.
- ◆ New DOB rules for a pilot program for elevators without machine rooms
- ◆ Recent case law that favors tenants who sue building owners for injuries caused by toxic mold.
- ◆ New FY2013 water rate schedule and the discontinuation of the frontage billing program.
- ◆ Increased fines for heat and hot water violations.
- ◆ Recent court cases that highlight potential requirements to retrofit front entry doors or otherwise accommodate disabled tenants.
- ◆ Plus, the **2013 CHECKLIST** contains a User ID and password so you can get online access to all forms contained in the book in one convenient location.
- ◆ And much more



For more information on the **2013 NYC APARTMENT MANAGEMENT CHECKLIST**, and to order, visit us online at <http://vendomerealestatemedia.com/2013AMC> , or for **FAST SERVICE CALL 1-800-519-3692.**