

## **Wasserman Settlement Agreement**

New York State Homes and Community Renewal's Tenant Protection Unit ("TPU") has entered into a settlement agreement with Midwood 35<sup>th</sup> Realty LLC, Homewood Gardens Estates LLC, Lefferts Lincoln Estates LLC, 864 Nostrand Estates LLC, Eastern Nostrand Estates LLC, Eastern Presidential Estates LLC, Dekalb Marcy Estates LLC, Western Clarkson Estates 305 LLC, Eastern Montgomery Estates LLC, and Eastern Hawthorne Realty 651 LLC ("Landlord") to completely revise its existing policies, procedures and practices regarding their ownership and management of residential buildings in New York City. The agreement addresses the numerous complaints the TPU received from rent regulated tenants alleging that the Landlord engaged in harassing conduct in an attempt to displace tenants from their lawful residences. The Settlement Agreement seeks to address the harassment.

### **How Must the Landlord Change Its Policies and Procedures?**

The Landlord must stop engaging in conduct designed to force tenants out of their rent-regulated apartments. The Landlord must develop and implement policies and procedures that are subject to the TPU's approval and will address, for example:

#### **Collection of Rent:**

- The Landlord must develop policies and procedures to make sure that they are not charging tenants for rent that is not owed.
- The Landlord shall, upon request of the Resident, provide a complete rent breakdown of all amounts due and owing.
- The Landlord shall, upon request of the Resident, provide written receipts of any form of payments.

#### **Repairs:**

- The Landlord shall perform all repairs and maintenance work in a good and workmanlike manner
- The Landlord shall record all requests for repairs and maintain such records in each tenant's files.
- The Landlord shall commence emergency repairs (as defined by the independent monitor) within twenty-four (24) hours of receipt of the tenant's complaint.

- The Landlord shall schedule repairs within seventy-two (72) hours of receipt of the tenant's complaint.

Buy-Out Agreements:

- All buy-out agreements must be approved by the Monitor.
- Tenants can not be coerced into accepting a buy-out agreement.
- Tenants can not be retaliated against for refusing an offer.
- Tenants cannot be subject to multiple requests for buy-outs.

Succession Rights:

- Individuals may show that they legally co-resided in an apartment and are entitled to succession rights by presenting the Landlord with documents such as tax returns, driver's license, bank statements, etc.

Holdover and Nonpayment Proceedings:

- The Landlord must develop policies and procedures to ensure they do not commence frivolous eviction proceedings.

Telephone Line and E-mail Communication:

- The Landlord shall operate a customer service telephone line to respond to Tenants' inquiries. The Landlord shall also provide the caller with a tracking number.
- The Landlord will communicate with Tenants, at the request of the Tenant.

**Does the TPU oversee the implementation of the Landlord's Policies and Procedures?**

All of the Landlord's new policies and procedures must be submitted to the TPU for review and approval. An independent Monitor will ensure that the Landlord remains in compliance with this settlement agreement and its policies and procedures for a period of at least two years. The Monitor is subject to the TPU's approval and can be terminated by the TPU if he or she is not satisfactorily performing the job. The Monitor and the Landlord will report to the TPU for the duration of the agreement to ensure compliance.

### **Will I have access to the Monitor?**

Tenants and tenant advocates will have direct access to and will be able to meet with the Monitor. Tenants are able to submit complaints to the Monitor.

### **Who will Review Individual Residents' Compensation Claim?**

Current and former Residents who believe they were subjected to the Landlord's wrongful conduct will be able to file a claim for monetary compensation. The Monitor, who is also ensuring the Landlord's compliance with the settlement agreement and its policies and procedures, will oversee the claims process, evaluate Residents' eligibility to receive compensation and determine the appropriate amount of funds to be awarded.

### **Am I Eligible for Compensation?**

In order to be eligible for compensation, a Claimant must meet the following criteria:

- (a) The Claimant lives or had lived in a rent regulated apartment while the Landlord owned and/or managed the property; and
- (b) The Claimant vacated their apartment or experienced harm due to the Landlord's harassing conduct, including but not limited to, commencement of frivolous non-payment or holdover proceedings, failing to maintain the warranty of habitability and failing to provide essential services.

### **How Much Money am I Entitled to?**

Eligible former and current the Landlord residents are entitled to \$2,000 minimum compensation **plus** a monetary amount reflecting the economic harm incurred as a direct, indirect and consequential result of the Landlord's conduct mentioned above. Examples of harm include: lost wages due to taking off work, attorney fees, moving expenses, any housing cost increases (such as monthly rent increases) incurred after moving out of the Landlord building.

### **How Do I File a Claim?**

Within 60 days of Notice that the Monetary Fund is available, eligible claimants must submit signed written statements to the Monitor showing that they meet the eligibility criteria and provide sufficient proof that they vacated their apartment or experienced harm due to the Landlord's actions. Potential Claimants should also submit *any* information reflecting any harm they may have suffered, such as lost wages due to taking off work, attorney fees, moving expenses, any housing cost increases (such as monthly rent increases) incurred after moving out of the Landlord's building.

### **What Happens if the Landlord continues to harass me?**

For at least two years, a Monitor will ensure that the Landlord remains in compliance with the law, the Settlement Agreement and its Policies and Procedures. A tenant can file a complaint alleging a violation of the Settlement Agreement and the Landlord's Policies and Procedures. If the Monitor and the TPU determine that the Landlord's actions towards the tenant was not in compliance with the Settlement Agreement and its Policies and Procedures resulted in harm to the tenant, the Landlord will need to monetarily compensate the tenant.