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13   **NEW YORK STATE HOMES AND**

14   **COMMUNITY RENEWAL**

15   **OFFICE OF RENT ADMINISTRATION**

16   **MCI Reasonable Cost Schedule Hearing**

17   **Held Via Teleconference**

18   **Wednesday, September 9, 2020**

19   **10:05 a.m.**

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1   [START RECORDING]

2   [Recording missed capturing the beginning of Deputy

3   Commissioner Pascal's opening statement which was

4   provided to us by HCR]

5   MR. WOODY PASCAL: Good Morning everyone. My name

6   is Woody Pascal and I am the Deputy Commissioner at the

7   Office of Rent Administration. Welcome to NYS Homes and

8   Community Renewal's Office of Rent Administration,

9   commonly referred to as ORA, virtual hearing for the

10   Schedule for Reasonable Costs for Major Capital

11   Improvements.

12   In response to the Governor's Executive Order 202-1,

13   and its updates, and to mitigate the spread of Covid-19,

14   all public meetings will be held virtually and via

15   teleconference which will later be transcribed. The

16   public will have the ability to view the transcript which

17   will be posted on HCR's website, for the Office of Rent

18   Administration under Regulatory Information – Notice of

19   Public Hearing Information. We have a Spanish Translator

20   available. So if anyone needs the service to translate

21   from Spanish to English please let us know when

22   scheduling your time slot or if you have already

23   registered and are waiting for your time, please use the

24   raise hand option in Zoom.

25   At this time, I would like to introduce co-workers.

1 Assistant Commissioner/Bureau Chief Anthony Tatano,

2 Deputy Bureau Chief April Gray-Huertas, Senior Advisor

3 Michael Berrios, and Special Counsel to the Office of

4 Rent Administration Cherell Beddard.

5   As many of you know, ORA is responsible for

6 administering rent regulations affecting tenants in New

7 York City, Westchester, Nassau, and Rockland County, and

8 we continue to work diligently to implement the most

9 wide-ranging changes to the laws since their inception in

10 the 1940s. On June 14th, Governor Cuomo signed the

11 Housing Stability and Tenant Protection Act, which

12 contained numerous changes to the law, affecting both

13 tenants and homes. This hearing is part of the changes

14 to that law. This virtual public hearing is being held

15 to give tenants and owners and their representatives and

16 other interested parties an opportunity to express their

17 opinions at HCR's proposed amendments to the New York

18 City Rent Stabilization Code, and the New York City rent

19 and eviction regulations, specifically Sections 2522.11

20 of the Rent Stabilization Code, Section 2502.10 of the

21 Tenant Protection Regulations, Section 2102.11 of the

22 State Rent and Eviction Regulations, and Section 2208.28

23 of the New York City Rent and Eviction Regulations.

24 These regulations establish a reasonable cost schedule

25 for major capital improvements and surrounding procedures

1 for its implementation.

2   Now, before I begin, I've got to do just a little

3 bit of housekeeping, and then I'll describe the rules

4 which we'll follow as we listen to your testimony.

5 First, HCR's Office of Rent Administrations, bureau, and

6 district rental offices have new procedures for office

7 visits. Service will only be provided to visitors who

8 make an appointment. Appointments must be scheduled at

9 least one day in advance and no more than two weeks in

10 advance. The local office has many counselors who will

11 be available to answer any questions that you may have.

12 Second, as we previously stated, the subject of this

13 hearing is to take public comment on the schedule for

14 reasonable costs to major capital improvements, so please

15 limit your remarks today to this topic only.

16   More importantly, as the purpose of today's hearing

17 is to obtain comments from you, the public, please

18 remember that ORA staff will not be able to answer any

19 questions or engage in any discussion about the schedule

20 for the reasonable costs to major capital improvements or

21 any other changes to the law. Anyone who wishes to speak

22 today and is not currently registered should immediately

23 contact, by email, Michael Berrios at

24 michael.berrios@hcr.ny.gov, and it's Michael,

25 M-I-C-H-A-E-L, dot Berrios at hcr.ny.gov.

1   Please make sure that you provide your name, your

2   contact number, and affiliation. You'll be assigned a

3   time to speak on a first-come-first-serve basis, and

4   again, I'm going to stress this: If anyone needs

5   translation services, please let us know by raising your

6   hand in the Zoom option. If you're registered, please

7   wait until your name is called and you'll be unmuted to

8   speak. If you have not previously requested or received

9   a copy of documents related to the search schedule for

10 reasonable costs for major capital improvements, you may

11 download a copy, free, from our website. Please visit

12 hcr.ny.gov/regulatory-information. If you have written

13 testimony, it can be read into the record.

14   Anyone who does not want to speak at this virtual

15 hearing is welcome to submit a copy of their written

16 comments and it will be accepted. Written comments can

17 be mailed to Michael Berrios at NY Homes and Community

18 Renewal, Office of Rent Administration, 9231 Union Hall,

19 Sixth Floor, Jamaica, New York, or by email at

20 costschedule@hcr.ny.gov. Again, if you want to submit

21 written comments, you can either mail them to Michael

22 Berrios at 9231 Union Hall Street, Sixth Floor, Jamaica,

23 New York 11433, or you can email them to

24 costschedule@hcr.ny.gov. Comments should be received no

25 later than the close of business on September 16th; that

1   is, a week from today or five business days.

2   Now, today, we'll be hearing testimony in two

3   sessions. The morning session will run from 10 until

4   approximately 12:30, and then we'll break for lunch, and

5   then the afternoon session will run from 2 o'clock to

6   4:30. We have a full agenda of speakers, and I'd like to

7   get started right now to give everyone a chance to speak.

8   Again, we are limiting those comments to five minutes per

9   person based on the number of speakers we have pre-

10   registered and to give everyone who has not registered a

11   chance to testify. Anyone wishing to testify will be

12   given an opportunity to do so. I urge you to speak

13   slowly and clearly as everything you say will be

14   transcribed.

15   So what I'm going to do now is I'm actually going to

16   turn this over to Eliseo Tenorio, our translator, who

17   will speak, and then I'm going to bring up the first

18   speaker. Thank you.

19   MR. ELISEO TENORIO: (Spanish).

20   MR. GREGORY ROGERS: Hi, I'm Greg. In order to

21   understand how we got here today, we must closely examine

22   the abuses of the Rent Stabilization Codes in the MCI

23   provision. As I understand it, the intent of this

24   specific code allows for landlords to increase stabilized

25   rents in order to maintain buildings in which rent rolls

1   aren't substantial enough to cover large capital

2   improvements. While on the surface, this code appears

3   reasonable and at times even necessary in order to ensure

4   the safety and habitability of buildings, this MCI

5   loophole, as it became known, was often used to harass

6   tenants through unnecessary cosmetic gut renovations.

7   The MCI provision ultimately permeated landlords to

8   artificially increase stabilized rent rolls and, worse

9   yet, evict tenants through unaffordability.

10   I understand and respect the viewpoints of

11 legitimate rent-stabilized building owners who want to

12 safely maintain their properties for the benefit of their

13 tenants. If a landlord has an entire building of rent-

14 stabilized tenants and that tenant rent roll doesn't

15 produce a lot of net income, it becomes difficult for

16 those landlords to maintain their buildings since the

17 buildings' upkeep costs, unlike their rents, are not

18 stabilized. There should exist a legal instrument that

19 allows for reimbursement for the replacement of unfixable

20 roofs, boilers, and elevators in those types of

21 buildings, and it wouldn't be entirely unreasonable for

22 the rent-stabilized tenants to temporarily share in a

23 portion of those improvement expenses over a period of

24 their rents.

25   However, the MCI passed through rent-increased

1 provision was regularly invoked for other nefarious

2 purposes. Landlords regularly use the MCI provision to

3 create more luxurious conversions of their buildings as

4 neighborhoods evolve to support those increased grants.

5 In passing along MCI increases to the buildings' rent-

6 stabilized tenants, landlords were often overstepping the

7 intent of the MCI provision and essentially double-

8 dipping in rent collections. Not only did the landlords

9 collect increased rents of stabilized tenants, but they

10 were also able to create an entirely new revenue stream

11 through higher end, newer apartments, and this is just

12 not the intent of the MCI provision.

13   Simply put, the reason a rent-stabilized building

14 landlord applies for an MCI increase should only be

15 because they can't afford to maintain the building filled

16 with rent-stabilized tenants. The MCI provision should

17 not exist so that rent-stabilized tenants can pay for the

18 landlord to collect higher rents from newer luxury

19 tenants in their building. The Housing Stability and

20 Tenant Protection Act from 2019 provides fair and

21 reasonable fixes to some of these abuses. For example,

22 requiring buildings to have at least thirty-five percent

23 rent-stabilized tenants to qualify for an MCI increase

24 better accommodates building owners who offer building

25 services to both rent-stabilized and fair-market tenants.

1 This new law attempts to prevent landlords with fewer

2 than thirty-five percent rent-stabilized tenants from

3 applying for an MCI increase, an act that previously

4 could financially challenge rent-stabilized tenants by

5 substantially increasing their rents.

6 Let's remember, there is a legislative fix to these

7 abuses. That legislative fix, the Housing Stability and

8 Tenant Protection Act from 2019, should directly apply to

9 all the tenants who were the reason and cause for the

10 law's very existence. The cost of converting a rent-

11 stabilized building into a luxury building shouldn't be

12 passed along to the rent-stabilized tenants through the

13 MCI provision. I am respectfully asking the DHCR to

14 apply the proposed schedule for reasonable costs for

15 major capital improvements as well as the entirety of the

16 Housing Stability and Tenant Protection Act from 2019

17 retroactively to all pending MCI applications as well as

18 all pending MCI petitions for administrative review in

19 accordance with the New York State code rules and

20 regulations, Section 2529.10, pending PAR proceeding.

21 I also request that the DHCR issue official guidance

22 for those households awaiting an MCI increase, as well as

23 those who await a par for a previously issued MCI

24 increase. Clarity with respect to how the laws and

25 changes apply depending MCIs and PARs would help bring

1 the rent stabilization code's intended stability to New

2 York households. The DHCR should also consider a

3 lookback period for non-PAR tenants who fell victim to

4 the abuses of landlords through the MCI rent increase

5 division and who were unsophisticated enough or unable to

6 file for a PAR. All of these tenants and, consequently,

7 their communities at large hang on the balance of your

8 decision. Thank you for your time and consideration.

9   MR. PASCAL: Thank you, Mr. Rogers. I appreciate

10 you. Our next scheduled speaker is Lewis Finkel from the

11 Professional Construction Services. Can someone unmute

12 Mr. Finkel?

13   MR. LEWIS FINKEL: Good morning.

14   MR. PASCAL: Good morning.

15   MR. FINKEL: Hi. My name is Lewis Finkel. I want

16 to thank you for allowing me to speak about the proposed

17 reasonable cost schedule. My company, Professional

18 Construction Services, has been in business for over

19 thirty years serving municipalities, architects,

20 engineers, and facilities' departments with their

21 construction, estimating, and requirements. I'm a

22 certified professional estimator with fifty years in the

23 design and construction industry. I've been an expert

24 witness on legal cases ranging from commercial to

25 residential disputes.

1   I've taught construction estimating for over thirty

2 years at local community colleges and for over the last

3 ten years in a bachelor's degree construction management

4 program at Central Connecticut State University. I've

5 served as national president of both the American Society

6 of Professional Estimators and the Consulting Estimator's

7 Round Table. I'm what some call a displaced New Yorker,

8 having grown up in Brooklyn and Staten Island, then

9 graduating from Brooklyn Tech. My first job in

10 construction was in Manhattan, doing scheduling, site

11 supervision, layout, and estimating on a high rise

12 downtown.

13   I've estimated many projects in the tristate area,

14 including the original budgeting for the Pathmark at

15 125th Street, had numerous multifamily housing projects

16 from luxury condominiums to affordable public housing.

17 The Stuyvesant Town-Peter Cooper Village Tenants

18 Association has retained me to analyze the reasonable

19 cost schedule to see whether the costs were fair and

20 reasonable. I reviewed all the items in the reasonable

21 cost schedules. Some did not have enough information to

22 evaluate and most appeared to be inflated by an average

23 of over twenty percent. Reasonable cost schedules should

24 be rejected in its current form. Let me explain.

25   A one-size-fits-all theory does not work. There is

1   significant variations in costs depending on the actual

2   work required. They can be wide fluctuations in the

3   dollars depending on the quantities involved and the

4   specifications. An example would be the electrical

5   rewiring of a unit. Since units vary in size, the amount

6   of money needed to rewire a studio apartment would be

7   substantially less than rewiring a five-bedroom

8   apartment. Just think about how many switches and

9   outlets there are in each room of an apartment, yet the

10 schedule has one number for the rewiring of a unit with

11 no allowance for size of apartment. If this schedule is

12 planned for use in the entire state of New York, the

13 numbers just do not work. Since labor is always a

14 significant portion of any project, the labor rates

15 throughout the state very greatly.

16   As an example, a non-union carpenter in Manhattan

17 might have an hourly rate $83.58 including additions for

18 workman's compensation, Social Security, et cetera, but

19 might be only $43.47 in Oswego County. If the trades

20 person were a union worker, the Manhattan rate might be

21 $139.45, and the Oswego rate right be 63.38. Note the

22 Manhattan rate is over double the Oswego rate. It

23 appears that the unit prices in the schedule are based on

24 union or prevailing labor rates in Manhattan, while much

25 of the work on unregulated housing is completed by non-

1   union trades people according to the tenants association.

2   In completing the analysis, labor rates were

3   established for most of the pertinent trades that might

4   be performing the work involved. The general theory in

5   developing the selling rate for the non-union trades was

6   that the person would be netting the same amount of money

7   as a union trades person. The biggest difference in

8   union versus non-union would be that the non-union trades

9   people would not be subject to the dollars per hour that

10   would be sent to the union hall for fringes. Therefore,

11   in evaluating the various items, material, and equipment

12   would be about the same dollars as on a union project.

13   However, the labor would be less expensive.

14   To give some examples, see how the request for

15   trades people in Manhattan, a brick layer. Union would

16   be $143; non-union, $109.19; and the union cost is about

17   thirty percent more. An electrician, $153.13 for union.

18   Non-union would be $84.48. Union cost is eighty-five

19   percent more. Note that the union rates include the

20   hourly fringes going to the union hall for the brick

21   layer of $21.51, while for the electrician, it's

22   calculated at 76.725 percent of the hourly rate plus

23   $16.25 or $59.22 per hour.

24   There are several items that have dollars per unit

25   without an appropriate description of the work actually

1 involved. Waterproofing, what type of material? In

2 heating systems, you see asbestos on pipes, on boiler

3 breaching, or somewhere else. Bottom line, based on the

4 above, the reasonable cost schedule should be rejected

5 and the process restarted.

6 Thank you for allowing me to represent my point of

7 view. Please consider it for your deliberations. I know

8 you have a long day ahead of you. Thank you.

9 MR. PASCAL: Thank you, Mr. Finkel. I appreciate

10 you.

11 Our next scheduled speaker is Tim Foley, the

12 executive director of the Building & Reality -- excuse

13 me, Building & Realty Institute of Westchester. Thank

14 you.

15 MR. TIM FOLEY: Good morning. As mentioned, I'm Tim

16 Foley, and I'm the executive director of the Building &

17 Realty Institute of Westchester in the mid-Hudson region.

18 We thank you very much for the opportunity to offer some

19 commentary and feedback on the schedule of reasonable

20 cost for MCIs.

21 It's worth remembering that the MCI program has been

22 a critical part in ensuring that rent stabilization works

23 for everyone, landlords and tenants alike, by providing

24 an incentive program to encourage more than just regular

25 wear and tear, maintenance, and repair on rent-stabilized

1   apartments and buildings, but to truly invest in the

2   upkeep of these properties, there are 34,221 ETPA units

3   spread across 1,773 buildings in Westchester County.

4   Now, well over a third of those buildings were built

5   before the second world war. These buildings

6   periodically require the usual major repairs of any

7   building, boilers, entrance ways, loops. They every so

8   often require electrical upgrades. They are particularly

9   vulnerable to energy efficiencies which must be corrected

10 at a time when Westchester is facing the dual energy

11 crunch of the Con Edison National Gas moratorium and the

12 closure of Indian Point. Finally, Westchester, like so

13 many other communities, is struggling with an acute

14 housing shortage, and it's trying to find ways to allow

15 seniors through age and place and present more housing

16 options for those with disabilities.

17   Seen in this light, items like elevator

18 modernizations seem less like nice-to-haves and more like

19 need-to-haves, particularly if the goal is to not further

20 exacerbate the differences between rent-stabilized and

21 market-rate apartments.

22   When the Housing Stability and Tenant Protection Act

23 changed both the energization rate and the annual cap on

24 rent increases, it threatened to upend many of these

25 essentials. Several of our landlord members froze their

1   planned improvements until they felt that they could

2   understand the true fiscal implications in going ahead

3   with the project. Others reported newfound difficulty

4   securing the loans and lines of credit necessary to

5   commence their projects as major players like Signature

6   Bank were prompted by the uncertainty over how to

7   properly value rent-stabilized multifamily buildings and

8   decided to cut back. In saying all of this, I

9   acknowledge that these problems with the HSTPA law are

10 not problems of your creation, but nevertheless, they are

11 problems to which apartment owners will need all the help

12 we can get to reestablish a sense of confidence that at

13 some point we can get this upended market to make sense

14 again.

15   It is in that spirit that I want to express

16 appreciation and indeed some relief that so many of the

17 cost estimates provided in this schedule appear to be

18 reasonable indeed. It is not guaranteed that that would

19 have been the outcome. Many of these numbers are within

20 the range of what our builders would expect to charge and

21 our landlords and property managing agents might expect

22 to pay, but I did want to highlight two areas of concern

23 with the schedule as presented.

24   The first, as mentioned, is that the schedule does

25 not always adequately take into account the variation of

1 buildings and units in its estimates. For example, the

2 cost estimate for elevator modernization is likely

3 workable for a building of five stories or fewer that is

4 already in relatively fairly good condition but with the,

5 perhaps, unworkable or taller buildings or those in worse

6 shape. Similarly, the per-dwelling cost for rewiring and

7 electrical upgrading would work adequately for a studio

8 or a one-bedroom apartment but, perhaps, not for units

9 larger than that.

10   The second concern is we are very concerned that

11 labor costs in our area specific to Westchester County

12 and much of New York will continue to be on an upwards

13 trajectory that may not keep pace with the schedule

14 before us. Some of this is driven by a well-documented

15 labor shortage among construction and contract --

16 contractors. Some of it is driven by external factors,

17 such as the continued roiling of insurance markets as

18 more carriers have elected to drop coverage in New York

19 rather than keep up with the cost driving effects of the

20 scaffold law. In addition, HSTPA requires a licensed

21 architect or engineer to consult on many of these

22 projects, a requirement that could be cost prohibited in

23 small buildings, which some of these cost estimates

24 couldn't possibly recoup over time.

25   So therefore, we urge you to keep a watchful eye on

1 escalating labor costs, and you consider adjusting the

2 cost schedules accordingly, particularly in high labor

3 markets like the greater New York City area and

4 Westchester County. Thank you.

5   MR. PASCAL: Thank you, Mr. Foley.

6   Next, we have Cristina Jeffers from the Catholic

7 Migration Services. Thank you.

8   MS. CRISTINA JEFFERS: Yeah?

9   MR. PASCAL: Ms. Jeffers?

10   MS. JEFFERS: Oh, yes. Hi.

11   MR. PASCAL: There you go. All right.

12   MS. JEFFERS: I have a couple of (indiscernible).

13 Okay. Hi.

14   Good morning, everyone. My name is Cristina

15 Jeffers. I'm a tenant of 9425 57 Avenue in Elmhurst,

16 Queens. My landlord is Zara Realty. I speak on behalf

17 of the sixty families in my tenant association, and also

18 represent the Zara Tenant Coalition, which includes

19 hundreds of tenants from many of the buildings Zara owns.

20   Today, I testify against the cost of program -- of

21 the program proceeded by DHCR, and I have many reasons.

22 My landlord, Zara Realty, is one of the largest landlords

23 in Queens. They own more than forty buildings. We are

24 many of their tenants. From (indiscernible) abusing

25 tactics and harassment.

1   In March 2019, the New York attorney general filed a

2 lawsuit against Zara for abuse and surcharges against

3 them. Zara hold my building in 2018, immediately began

4 aggressive construction work. At the end of 2019, Zara

5 request two MCIs, separately by nearly 5.5 million. One

6 was a new loft installation and another MCI for pointing

7 and waterproofing. Between the two MCIs, we are facing

8 an increase of 200 to 400 per month. For most of the

9 working class immigrant families in our neighborhood,

10 this is like eviction notice.

11   I want to talk a little bit about the MCI

12 (indiscernible). I live in the top floor of my building.

13 Since Zara started working on the roof in 2018, I started

14 to have very heavy leaks from the roof every time it

15 rains a lot, and even after they finished installation of

16 the roof in 2019, the leaks continue happening. At first

17 (indiscernible) terribly -- they just did a terribly

18 patchwork without inspect. The leaks return. Suddenly,

19 it's more patchwork, and the leaks repeat. To this day,

20 they have not been able to fix the leaks, and there are

21 at least six more tenants that has the same problem,

22 and -- and furthermore, the reason is clear: They did

23 not install a new roof correctly. We file this against

24 the MCIs, but the DHCR hasn't even inspected them.

25   Now, let's talk about the costs. According to the

1 MCI requirements, Zara was (indiscernible) more than $18

2 for the square foot and the roof. This amount is

3 inflated related to the industry standards, even more

4 inflated than other MCIs for the other side of buildings.

5 When the cost is between $11.75 and $13.50 for the square

6 foot, same company, (indiscernible), same time of -- same

7 type of roof, all within two years, and this application,

8 Zara doesn't even provide full -- full contractor to

9 account for every dollar, and even -- and even we brought

10 these to the DHCR, but DHCR doesn't care. Zara tell the

11 DOB that they were cause a certain amount, and then they

12 asked DHCR for more, more in the application. That

13 shouldn't be conceded (indiscernible). They -- but DHCR

14 says they don't (indiscernible). In fact, Zara works

15 with a small group of contractors who appear to have

16 close relation with -- with Zara, including financial

17 ties and mortgages. There are even relatives and Zara

18 employees who have direct ties to the contractors. Zara

19 is not telling the truth about any of this, and it

20 appears which definitely is a fraud, and -- and we -- and

21 we mention it, but the DHCR doesn't care.

22   Now, DHCR plans to make things even easier for

23 homeowners like Zara to take advantage of the system.

24 For example, the proper -- the -- the proposed cost

25 schedule for roof is for $88 for the square foot. That

1 is $20 more than the cost already inflated by -- by

2 owners like Zara. That is outrageous, but suddenly,

3 there is more to say. DHCR plans to throw these costs

4 especially into a (indiscernible), which means they can

5 charge the cost schedule again, (indiscernible) it, and

6 not even have to go through the public relation

7 proceedings to do so. This rule violated the 2019 law,

8 no -- in no mediation. They didn't even bother to

9 consult nonprofit developers, so DHCR is working the same

10 way shady as landlords like Zara, and they contract --

11 doing everything behind the back of the tenants, charging

12 us exorbitant costs -- costs, and planning on charging so

13 much money that we don't have.

14   We will not have this. We have fighting hard to

15 begin improving housing laws in 2019, and DHCR must obey

16 the law. They weigh and -- they -- they weigh and

17 design -- the -- the law is designed to help and protect

18 the tenants, and -- and protect from landlords who abuse

19 the tenants. DHCR, do the right thing. Get a new cost

20 schedule proposal with a more open and transparent

21 proceedings that includes nonprofit developers and

22 increased tenant engagement. Keep that process open to

23 the tenant now and forever as request by law. Do not

24 make the cost programs (indiscernible), and improve the

25 (indiscernible) relation properly including inspections,

1   suspend ICMs, then MCIs request and stop (indiscernible)

2   charges when they are then just for infraction.

3   Investigate fraud and (indiscernible) flawed policies.

4   Thank you.

5   MR. PASCAL: Thank you, Ms. Jeffers. We appreciate

6   it. Thank you.

7   Our next scheduled speaker is State Senator Gustavo

8   Rivera, who is on the attendee list. Can we move him?

9   MR. GUSTAVO RIVERA: I just got turned (audio

10 malfunction).

11   MR. PASCAL: There you go. Welcome, Senator. Good

12 morning. We can't hear you.

13   MR. RIVERA: Now, good morning.

14   MR. PASCAL: Now, we go.

15   MR. RIVERA: Let me know -- let me know when I'm

16 good and I'll begin.

17   MR. PASCAL: You're good.

18   MR. RIVERA: All right. Good morning, everyone. My

19 name is Gustavo Rivera and I am state senator for the

20 33rd District in the Bronx, and here I am today

21 testifying on behalf of my constituents on the 33rd who

22 live in rent-regulated units across the West Bronx but

23 also in solidarity with every rent-regulated tenant

24 across our state.

25   Now, rising rents continue to threaten the stability

1 and the dignity of tenants in my district and across New

2 York. New York State homes and community renewals

3 propose rules, an operational bulletin that we're talking

4 about today, regarding a reasonable cost scheduled for

5 work related to major capital improvement or MCIs are

6 deeply, deeply flawed.

7   Now, last year's historic rent regulations sought to

8 protect tenants and preserve affordable housing in

9 particular by working to end the rampant abuse of the MCI

10 program by unscrupulous landlords. The proposal before

11 us does not align with the intent of those new laws and

12 instead would create ways to avoid them, and I'll

13 certainly explain.

14   First, I say that HCR should reject the proposed

15 reasonable costs schedule and go back to the drawing

16 board, flanked by not-for-profit housing developers and

17 tenants who were excluded from this proposal's

18 development. Rules are on the schedule are required by

19 law, so it should be part of the rent stabilization code

20 to ensure enforcement of these standards and guarantee

21 fair MCI rent increases as intended by the law, not an

22 operational bulletin that can be amended without notice

23 and outside of the public rule-making process.

24   I would say that I find it disturbing that this

25 schedule includes costs of projects that should not meet

1 the MCI eligibility requirements. The schedule should

2 make clear that repairs and maintenance -- and we've had

3 this conversation going back -- all the way back to last

4 year -- that repairs and maintenance are not eligible

5 MCIs, but by including skylight repair or brackets for

6 air conditioners, some property owners may expect regular

7 maintenance projects that do not improve the building to

8 be approved as MCIs. Similarly, window guard

9 installations required by law to safeguard small children

10 near windows and smoke detectors, also required by law

11 and lifesaving at that, should not warrant an MCI and

12 subsequent rent increases.

13   When creating this reasonable cost schedule, HCR

14 consulted with other parties and used information from

15 them to create this schedule, but I'll state for the

16 record that, as a matter of transparency, the materials

17 used to justify these costs should be made available to

18 the public and certainly to the legislature as well.

19   Finally, offering a waiver that allows property

20 owners and managers to avoid the law is absolutely

21 outrageous and should be discarded outright. The law

22 states that HCR should create a reasonable cost schedule

23 and set a ceiling what can be -- for what can be

24 recovered through a temporary MCI. The waiver blatantly

25 disregards this -- this -- the legislature's intent and

1 should not be allowed into HCR's proposed rules and

2 regulations.

3   Last year during the public hearings that helped

4 craft the laws that are currently in place, I warned

5 against landlords who bemoaned the financial challenges

6 of property management. As of the historic Housing

7 Stability and Tenant Protection Act of 2019 dictates in

8 name and in letter of the law, our foremost

9 responsibility as a state must be to New Yorkers who are

10 in need, not the profit margins that landlords have come

11 to expect. I'll remind everyone that, as many of us made

12 clear during the debate on that historic piece of

13 legislation, the main purpose of it was to end the

14 perverse incentives that made affordable housing a

15 speculative investment, and now, let's not forget that we

16 find ourselves in a global pandemic and it has only

17 worsened the situation that was already such a daily

18 struggle for so many of my constituents and so many other

19 New Yorkers across the state.

20   So now even more tenants are paying more than half

21 of their income towards rent and are struggling to afford

22 their homes while their incomes remain stagnant and

23 unemployment skyrockets. Now, tenants have experienced

24 an MCI, have witnessed their landlords shrug and neglect

25 necessary repairs and maintenance but enthusiastically

1 design frivolous MCI projects in order to increase rent

2 and maximize profits. In October of 2017, I joined the

3 Bronx No More MCIs coalition to meet with HCR's executive

4 team.

5   I know you've been at many of these meetings

6 yourself, Woody, including Commissioner RuthAnne

7 Visnauskas.

8   And there, I'll remind you all, there was a tenant -

9 - his name was Omar (phonetic) -- who spoke about the

10 upsetting experience involving an MCI, detailing about

11 how his building that had over 280 violations for fifty-

12 three apartments got an MCI application approved. In

13 another case, HCR granted tenants at another building a

14 permanent 400- to $1,200-per-month rent increase for a

15 cosmetic terracotta cladding which required a terracotta

16 rain screen system. The total for that MCI was $56

17 million. I still cannot fathom how this multimillion

18 dollar investment in an unnecessarily lavish roof

19 replacement represents a justifiable improvement, and it

20 is offensive, frankly, that HCR's proposed rules would --

21 could allow a landlord to obtain a waiver for a project

22 like that one and completely disregard reasonable costs.

23 Now, in that case, the owner also claimed that the New

24 York City Department of Buildings, the project cost $20

25 million, and that there was no rent-stabilized tenants

1   living there when obtaining the necessary permits.

2   The proposed rules we consider today would not

3   address such fraudulent actions or offer real mechanisms

4   to hold such property owners accountable by the agency

5   responsible for their oversight, you folks. Cost

6   ceilings as required by law without fraud prevention

7   mechanisms will create another perverse incentive. The

8   one that we were trying to eliminate before, this will

9   create a new one that will incentivize the owner's bad

10 landlords to hit a ceiling and maximize the resulting

11 rent increase.

12   Now, a simple and far more appropriate measure would

13 be a full moratorium on consideration of MCI applications

14 until HCR can meet its legal requirement to develop all

15 overdue regulations and administrative pros as required

16 by law. And as I finish here, I would repeat that it is

17 imperative that HCR reject these proposals, and we cannot

18 accept an administrative rollback on laws that lawmakers,

19 advocates, and tenants fought so hard to pass. So again,

20 I would encourage you to reject these proposals. Thank

21 you for your time.

22   MR. PASCAL: Thank you, Senator Rivera. Thank you.

23   Right now, we're going to take a brief break, and

24 then we'll come back in about ten minutes.

25   Thank you again, Senator Rivera. Be well, be safe.

1   (OFF THE RECORD)

2   (ON THE RECORD)

3   MR. PASCAL: Hello, everyone. I just wanted to let

4   you know that we are still going to be on break for a few

5   minutes. Our next scheduled speaker is going to start at

6   11:15. It is right now 11:03, so again, our next

7   scheduled speaker will start at 11:15 and we will resume

8   then.

9   Once again, this is the Office of Rent

10   Administrations, the virtual hearing scheduled for major

11   capital improvements. We'll start again at 11:15. Thank

12   you.

13   (OFF THE RECORD)

14   (ON THE RECORD)

15   MR. PASCAL: Good morning. Again, this is Woody

16   Pascal from the Office of Rent Administration, and this

17   is our virtual hearing for the schedule for reasonable

18   costs for major capital improvements. I see our next

19   speaker is online.

20   Seth Miller from Collins, Dobkin & Miller, thank

21   you.

22   MR. SETH MILLER: Thank you, Mr. Pascal.

23   And thank you, ladies and gentlemen. I appreciate

24   the opportunity to weigh in on this first of several sets

25   of regulations that the HSTPA has required the DHCR to

1 promulgate. The -- my firm represents tenants -- some of

2 you know us -- large tenant associations as well as small

3 tenant associations, and I was frankly a little taken

4 aback by the content of the operational bulletin and

5 regulations, because I was expecting more from the DHCR

6 than what we got. As I see it, the HSTPA required with

7 respect to MCIs, regulations on five topics.

8   They require -- it required a regulation to

9 establish a schedule of reasonable costs for major

10 capital improvements, and it required -- and I'm going to

11 quote the statute, that the schedule of reasonable costs

12 be, quote, based on the type of improvement and its rate

13 of depreciation. The statute also required licensed

14 contractors, required that there be no common ownership

15 between the owner and the contractor, and required that

16 violations be removed off record. So what we have here

17 is a regulation that purports to set out the reasonable

18 cost of some, but not all MCIs, but does not create what

19 the legislature has mandated, which is an exhaustive list

20 of all of the MCIs for which a rent increase is

21 available.

22   Now, I understand from practicing MCI law for over

23 twenty years that it's very hard to get out of the

24 intellectual and habitual box that you might be in at the

25 division of housing. You've done things in a

1 professional way for all of these years; you're used to

2 the idea that, if a landlord does something for the

3 building and it benefits the whole building, it could

4 qualify for an MCI even if nobody's ever done that thing

5 before. But that's not what the HSTPA says. The HSTPA

6 requires that the DHCR promulgate an exhaustive list, and

7 requires that, if work done in a building is not on that

8 list, it does not qualify for a rent increase. So the

9 principle flaw of this set of regulations and -- and the

10 operational bulletin is that it doesn't pretend to be

11 exhausted. In fact, it sets up what I regard as an

12 illegal waiver procedure that is geared precisely for,

13 among other circumstances, the circumstance where the

14 landlord thinks that they came up with some new and

15 creative improvement to a building that's not on the

16 list.

17   The legislature said, if it's not on the list, it

18 doesn't get a rent increase, and here, DHCR is inviting

19 landlords to apply for an illegal way of rent so that

20 they can get a rent increase for items not on the list.

21 That's a problem. The -- the regulation and the -- and

22 the cost schedule is not a model of transparency. While

23 we have the bottom line numbers that DHCR's contractor

24 came out with, we don't have any of the underlying data,

25 and that is a serious, serious problem, because it goes

1 to the heart of what the agency means by reasonable cost

2 and what the legislature means by reasonable cost, and if

3 those people in the public like me are going to be

4 satisfied with what the DHCR does and DHCR's going to

5 avoid Article 78 Proceedings by tenants and by landlords,

6 they've got to be clear by what they mean by reasonable

7 cost.

8   So we have to know what part of the industry was

9 surveyed, whose data was included in the survey, what

10 types of buildings and where they're located. Now, the

11 DHCR's proposal -- it's not really a proposal because

12 it's been implemented, but the operational bulletin seems

13 to suggest that the meaning of reasonable cost is that,

14 if it's not obvious that costs are being padded, it's

15 reasonable, but that's not what the legislature meant.

16 What the legislature meant is that in this small and

17 ever-shrinking universe of regulated housing, what it

18 ought to take for a diligent landlord to improve his or

19 her building, the amount of money that ought to be spent

20 should be the amount that a landlord gets as a ceiling

21 for -- for that improvement.

22   So I would argue, and -- and I think that the

23 legislative language and legislative history supports

24 this, that reasonable cost requires an assessment of a

25 closed universe where we take data only for the cost of

1 limited improvements that are on a -- a limited schedule,

2 and you assess those costs only in regulated buildings.

3 If you're looking at the costs of painting or a roof or a

4 vestibule on Park Avenue in a luxury building, then

5 you're doing it wrong. Those items should not be

6 included in the average. DHCR has not disclosed its

7 underlying data. It's available by (indiscernible), I

8 presume. That's sort of a backward way of doing it

9 because you're requiring people to get adversarial on the

10 process that should start by being transparent. These --

11 the data ought -- ought to already be open. But if that

12 data is not limited to regulated housing, then the

13 resulting so-called reasonable cost is going to be -- is

14 going to be basically illegal.

15   Now, one of my clients, the Stuyvesant Town-Peter

16 Cooper and Tenants Association, commissioned an expert

17 to -- to assess the reasonable costs schedule. They're

18 going to be testifying, unless they already have. The

19 costs that their experts found were lower than the DHCR's

20 cost. He basically found the DHCR's reasonable cost

21 schedules 150 to 200 percent inflated, and that's a

22 problem.

23   The basic idea here is to allow increases that are

24 of a nature that they're sort of expected of a

25 professional landlord and disallow excessive increases,

1 not excessive when it's surprising how much they paid for

2 something and it's obvious that they paid too much, but

3 excessive when it's beyond what a reasonable landlord

4 could have done the work for given that this is a

5 program, the rent stabilization, that's supposed to

6 regulate the market and keep housing -- housing costs

7 stable.

8   Now, I -- some of the other tenant-oriented speakers

9 are going to be talking about this too, but I briefly

10 want to touch on the fact that this waiver procedure

11 is -- is illegal, basically, for the reason that I said

12 before. You can't have the -- you can't give landlords

13 the opportunity to get around the cost schedule when the

14 legislature said there's going to be a cost schedule, and

15 you can't give landlords the opportunity to get around

16 the limited list that's supposed to be an exclusive list

17 of MCIs when the legislature said the only available MCIs

18 are going to be on a list.

19   What's very revealing about that waiver process is

20 there's nothing in it that says that the tenants will

21 have an opportunity to be heard. I put it to you: Why

22 is that? Why would you not create a system where the

23 tenants have an opportunity to be heard? And we see that

24 over and over again with these -- these regulations. You

25 talk about doing annual surveys. There's nothing in the

1 regulations that talks about how the public, including

2 the tenants, will have an opportunity to be heard before

3 that annual survey is done, so you're basically buying

4 annual lawsuits because the process is closed and not

5 transparent.

6   I would urge the agency to take back the operational

7 bulletin and start from scratch, because you did it

8 without implementing the command from the legislature

9 that there be a limited list of MCIs. I think what you

10 really ought to be doing is starting with a limited list

11 of MCIs, telling landlords that they can only get what's

12 on that -- that list, opening it up for public comment as

13 we're doing now, and asking the landlord bar and the

14 landlord community to add anything to the list now that

15 they might want to have on that list. But once that

16 process is closed, that's it, that's the list, and then

17 you do your reasonable costs schedule with open data

18 where the public can see your data, where we can submit

19 our data, where the landlord community can submit its

20 data, and we can hash it out and then have the DHCR come

21 up with its cost schedule.

22   The closed emergency way that you've done it is

23 really just going to open this whole process up to

24 controversy. And that concludes my remarks. Thank you

25 very much.

1   MR. PASCAL: Thank you, Mr. Miller. Thank you very

2   much.

3   Is our next speaker available? There he is.

4   Welcome, State Senator Brian Kavanaugh. How are

5   you?

6   MR. BRIAN KAVANAUGH: Very well, thank you. Sorry,

7   I wasn't sure -- I wasn't sure I was in fact the next

8   speaker, but great to be here. So should I begin?

9   MR. PASCAL: Yes, please. Thank you.

10   MR. KAVANAUGH: Okay. Yeah. Thank you very much.

11   Good morning, and thank you, everybody, for the

12   opportunity to speak in today's hearing. I'm State

13   Senator Brian Kavanaugh. I represent lower Manhattan and

14   parts of Brooklyn, and I share the senate housing

15   committee, and I led the senate's efforts to negotiate

16   and enact the HSTPA, a portion of which is the subject of

17   today's hearing.

18   I want to begin by thanking, you know, Commissioner

19   RuthAnne Visnauskas and the dedicated staff of DHCR for

20   hosting this hearing today, and for, you know, all of

21   your work to implement the HSTPA over the course of more

22   than a year now, and of course, for having today's

23   hearing about the -- about bulletin 2020-1 which sets

24   forth a reasonable cost schedule for major capital

25   improvements, which of course was issued pursuant to the

1 requirements of HSTPA and which is a critical part of the

2 implementation of that landmark statute.

3   As I'll -- I'll be sending some more -- some written

4 detailed remarks along with some of my colleagues,

5 including Senator Heylman, who I think will also be

6 testifying orally at today's hearing, but just let me

7 review a few of them briefly here for the record.

8   So in 2019, we passed HSTPA to begin addressing a

9 very longstanding housing crisis in part by closing

10 decades old loopholes that permitted deregulation and

11 displaced thousands -- hundreds of thousands of tenants

12 of apartments and fostered some destructive and sometimes

13 predatory behavior by some landlords. There were many

14 components of that, but one of the major components of

15 that was very rapid increases in rents that were fostered

16 by MCIs that were very frequently seemed to be beyond the

17 reasonable costs, and of course that created many

18 incentives for landlords to do work that may be

19 unnecessary simply for the benefit of -- of increasing

20 rents very rapidly.

21   So the MCI provisions -- and there were a variety of

22 them -- were intended to rein in those practices and have

23 a level playing field for tenants and diminish the kind

24 of economic harm that came from the loopholes. Through

25 the effective date of the HSTPA, you know, from that date

1   through the onset of COVID-19 when we put an eviction

2   moratorium in place, we saw a decline in the number of

3   eviction proceedings and evictions carried out and a

4   significant reduction in speculative purchases of rent-

5   stabilized multifamily buildings, so it appears that the

6   HSTPA, which is intended to be a powerful step toward,

7   again, leveling the playing field for tenants and

8   creating kind of a rational, regulated market, had been

9   working very effectively.

10   But its greatest potential can be achieved through

11   effective implementation of the various provisions, which

12   is ongoing, including the MCI cost provisions. So HCR

13   and everybody -- the commissioner (indiscernible) have

14   worked very hard already to achieve that, and I

15   appreciate your efforts and the openness of the

16   commissioner and HCR so far in meeting with us and many

17   other stakeholders on several occasions to discuss the

18   process, and of course, today's hearing is part of that.

19   We're all aware that COVID-19, the pandemic, really

20   has curtailed many of the activities at HCR. There's

21   been a shift of a lot of effort toward implementing our

22   emergency voucher program and, of course, to monitoring

23   the extraordinary challenge that we all face as thousands

24   of New Yorkers are struggling to pay their housing costs

25   and a growing risk of large-scale displacement that we're

1   all working very hard to prevent, but it's important to

2   recognize that, even in the midst of COVID-19, the

3   protections offered by HSTPA to millions of New Yorkers

4   are essential, perhaps even more so now in the midst of

5   the public health crisis.

6   So with regard to the operational bulletin, we've

7   heard concerns since it was issued by tenant

8   organizations, and some of my colleagues, and the

9   legislature, again, I think some of whom you'll hear

10   directly from today, that the proposed allowable costs

11   are excessive, that they exceed the costs that have been

12   actually approved in -- in prior cases, and that they,

13   based on some analysis, exceed what is reasonable and

14   necessary in today's market. I believe it's critical

15   that HCR be as transparent as possible as to how the

16   amounts presented in the schedule were determined.

17   Without disclosing that kind of analysis, it's going to

18   be very hard for people to assess claims. I assume we'll

19   get claims from landlords, and we've probably heard from

20   some today already that the costs are insufficient, and

21   tenants, of course, will claim in some cases and have

22   claimed in some cases that they're reasonable.

23   I don't want to put myself in the position of sort

24   of amateur cost estimator, but I think -- I would urge

25   HCR, again, to put out the analysis that leads to the

1 conclusions in this operational bulletin so they can be

2 assessed and so we can have confidence that, wherever we

3 land with these numbers, they are correct.

4   There are also significant questions about whether

5 some of the material on the bulletin is inconsistent with

6 current law or other HCR regulations. It includes items

7 that appear not to qualify as MCIs under current law,

8 such as pressure washing, which is an IRS depreciable

9 and, therefore, probably shouldn't qualify as an MCI.

10   There are other items that seem to contravene the

11 HSTPA directly, which states that -- this is a quote --

12 no increase shall be approved for group work done in

13 individual apartments that are otherwise not an

14 improvement to an entire building. This is -- of course,

15 was intended to address a longstanding practice where

16 numerous individual departments, that work would be

17 rolled up into one big MCI, but the operational bulletin

18 continues to include items that appear to be of that

19 nature, such as apartment doors and door locks and

20 electrical wiring and outlets and circuit breaker panels

21 inside apartments and a few other items. So many of --

22 perhaps these items would still qualify as individual

23 apartment permits, which of course is amend -- that --

24 those permits are amended in different ways, but they do

25 not appear to qualify as MCIs.

1   Additionally, several items appearing on the

2   proposed schedule contradict guidance in HCR factsheets

3   in other matters and also appear not to be appropriate as

4   MCIs or IAIs. These include air conditioner rackets,

5   which was the subject of a DHCR factsheet number 44;

6   window child guards, which existing factsheets set as

7   requiring a one-time $10 surcharge, which of course is

8   not how MCIs work; and items like caulking, which are

9   general maintenance and probably shouldn't qualify as an

10 MCI or an IAI.

11   Finally, and this is I think perhaps the most

12 significant issue, and it was just mentioned by the

13 previous speaker, but the opportunity for a building

14 owner to obtain a waiver of the duty to comply with the

15 proposed schedule appears to contravene the HSTPA and be

16 beyond the scope of what is contemplated by HSTPA. The

17 bulletin quote here again contemplates, again, a waiver

18 of a building owner claims that costs are, quote,

19 necessary and appropriately priced higher than those

20 included in the schedule and when, quote, the use of the

21 schedule will cause an undue hardship and the use of

22 alternative procedures are appropriate to the interests

23 of the owner, the tenants, and the public.

24   I believe that the waiver provisions, again, are

25 inconsistent with the statutory requirements of HSTPA

1 which states that, quote, the schedule of reasonable

2 costs shall set a ceiling for what can be recovered

3 through a temporary major capital improvement increase

4 based on the type of improvement and its rate of

5 depreciation.

6   So that language was, you know -- it's drafted

7 carefully and is quite unambiguous. If a landlord

8 believes that the schedule is mistaken and that a cost

9 that it purports to be reasonable on the schedule is in

10 fact unreasonable, of course, they'd have the normal

11 routes to challenge the validity of an agency decision

12 with respect to the implementation of a statute,

13 including, you know, going to the courts or other --

14 other means. But again, HSTPA does not appear in any of

15 its provisions to contemplate a waiver process based on

16 hardship of meeting a reasonable cost schedule, so I

17 would urge you to reconsider the inclusion of waiver

18 provisions entirely.

19   Once again, I want to -- I want to end -- although

20 some of my comments today have been critical, I do want

21 to again commend you and, you know, Woody Pascal, of

22 course, who's hosting us today, and RuthAnne Visnauskas,

23 and everybody at HCR who've done a tremendous job of

24 implementing a very complicated new statute with huge

25 changes in the standards that landlords and tenants have

1 to live with, and also, obviously, the work that HCR has

2 to do in monitoring and enforcing the statute, and I look

3 forward to continuing to work with you to implement the

4 changes and ensure the reasonable schedule is aligned

5 with the letter and the intent of the HSTPA. Thank you

6 very much.

7   MR. PASCAL: Thank you, Senator. Have a great day.

8 Thank you.

9   MR. KAVANAUGH: You too. Thanks.

10   MR. PASCAL: Our next scheduled speaker is Susan

11 Steinberg, president of Stuyvesant Town-Peter Cooper

12 Village Tenants Association.

13   MS. SUSAN STEINBERG: Okay. Can you hear me?

14   MR. PASCAL: Yes, I can hear you, Susan. How are

15 you?

16   MS. STEINBERG: I'm good, thank you. Just a minute.

17 I want to start the video. Okay.

18   Good morning. I'm Susan Steinberg and I'm president

19 of the Stuyvesant Town-Peter Cooper Village Tenants

20 Association, representing 11,242 units of regulated

21 housing. I'm here today to testify as to why the June

22 2020 schedule of reasonable costs should be rejected and

23 reissued, but first I'm going to talk about what major

24 capital improvements means to me and my community.

25   On a monthly basis, I have nine current MCI charges

1 for my one-bedroom apartment, including, among other

2 things, elevators, intercom, electrical renovation,

3 security systems, water heater, window replacement, heat

4 exchanger, and roof replacement; and these total sixteen

5 percent of my rent, and the MCIs are still coming. We

6 have fifty (audio malfunction) outstanding PARs for fifty

7 MCIs.

8   While the new rent laws cap the MCIs to two percent

9 annually, two percent is still a significant amount,

10 particularly in the time of COVID when many tenants are

11 struggling to pay for the basics. In addition to my

12 individual testimony, our tenants association has

13 submitted testimony signed by more than 330 tenants, many

14 of whom issued comments, and one of those tenants

15 perfectly summarized the problems with the reasonable

16 cost schedule, and I quote, the DHCR has a moral

17 obligation to protect hardworking tenants by taking a

18 tougher stance against fraud, ways to abuse MCI

19 increases. MCI increases must be strictly limited to

20 truly long-term capital improvements, and the permissible

21 costs for such improvements must be limited to the truly

22 reasonable level. Landlords should not be able to

23 inflate rents by overpaying for capital improvements.

24 Moreover, landlords must not be allowed to get MCI

25 increases for replacing equipment that does not need

1   replacing or doing work that does not need to be done.

2   My association first became suspicious of the

3   reasonableness of the new costs schedule when we compared

4   what we paid for a sidewalk shed to the new maximum. For

5   645 East 14th Street, our landlord claimed to the

6   Department of Building an estimated cost of $8,000 for a

7   heavy duty steel and wood sidewalk shed of 125 linear

8   feet. That works out to $64 per linear foot. The new

9   RSC cap is $190 per linear foot, which meant we would

10   have paid $23,750, nearly four times more, for the same

11   shed. Seeing that, we retained a professional estimator,

12   Lewis Finkel, from whom you've heard earlier, to provide

13   an analysis of actual and reasonable costs in comparison

14   to yours. In nearly all instances, his costs were lower,

15   and these were with Manhattan labor rates.

16   In short, with the new higher costs, property owners

17   will be able to circumvent the two percent cap on

18   collectability and recoup some of what they believe they

19   lost as a result of the new HSTPA. At a pre-COVID face-

20   to-face meeting with DHCR, the DHCR attorney expressed

21   concern that a two percent annual cap on MCIs would not

22   allow landlords to get a decent or acceptable return on

23   their investment. The business of the DHCR is not to

24   ensure owner's profitability. It's to administer rent

25   regulations in a fair matter.

1   There are other issues besides costs, and I include

2   details in my written testimony but don't have time to

3   enumerate them here. Other testifiers will speak to

4   that. I just want to make a comment on the

5   unconscionable waivers and lack of transparency.

6   The waiver feature of the RCS pretty well ensures

7   that owners can apply for approval of just about any

8   costs they might not recoup normally. Why buy a Pinto if

9   you can get reimbursed for a Mercedes? It makes a

10   mockery of the two percent annual cap on collectability,

11   and non-transparency (indiscernible) the reasonable cost

12   schedule on an emergency basis without public comment,

13   the agency basically robbed the public of timely input.

14   In conclusion, the reasonable costs that are scheduled

15   June 16th, 2020, was anything but, will do real harm to

16   tenants and needs to be revised to be truly real and

17   truly reasonable. Thank you for listening.

18   MR. PASCAL: Thank you, Ms. Steinburg.

19   Our next scheduled speaker is Robin Budnetz, a

20   tenant leader with the Zara Tenants Coalition.

21   (Pause)

22   MR. PASCAL: Budnetz?

23   MR. BUDNETZ: Hi.

24   MR. PASCAL: There you go.

25   MS. BUDNETZ: You can hear me okay?

1   MR. PASCAL: Yes.

2   MS. BUDNETZ: My name is Robin Budnetz. I represent

3   the Zara Tenants Coalition. I'd like to take the time

4   now to give more insight on what MCIs mean to tenants,

5   what impact MCIs have had on tenants' life.

6   Let me just say, I have a speech deficit. If I

7   stumble over my words, please excuse me.

8   So our -- our -- the impact of MCIs have given us a

9   very, very harsh place in our lives, and I don't mean any

10 disrespect, but some of my comments about DHCR,

11 therefore, can be harsh as well. I'll start by saying

12 that, for the last fifty-three years, I've made my home

13 in a fourth-floor walk-up, (indiscernible) Boulevard, and

14 can make (indiscernible).

15   Our community is simple. It's made up mostly of

16 Latin-American families, and as of late, we've been

17 welcoming new neighbors from Bangladesh. My landlord,

18 Zara Real Estate Holding Corp, has been granted MCIs with

19 obscenely inflated pricing. Dishonest permitting,

20 concealed (indiscernible) of interest, unsafe work

21 practices, financial transactions through their network

22 of contractors, and work improperly done. DHCR has so

23 far not put a stop to this, and in fact, I'm sorry to

24 say, has (indiscernible) them one MCI after the next.

25   Let's not kick ourselves. Zara Realty is not just

1   one bad apple. They are one of many landlords who abuse

2   the system for their own vulgar enrichment at the expense

3   of rent-burdened tenants. The MCI rent increase with my

4   family's apartment is just under $500 a month. MCI

5   increases in my neighborhood ranged from 250 to $600 a

6   month, and even with the history's reduction in annual

7   rent rollout from six percent to two percent, these

8   amounts are unsustainable over a period of time for

9   ordinary working people.

10   No matter how hard my neighbors work, they're still

11 living with a constant, gnawing fear of displacement.

12 Families in desperation to keep some sort of roof over

13 their heads are left with no other option but to rent

14 their rooms out to other families, moving themselves and

15 all of their kids into their remaining room. Otherwise,

16 they will be forced to move their family into a room in

17 somebody else's apartment. An entire family living in

18 one room. Most of all families living in one apartment.

19 It's no wonder that COVID took so many of us. The virus

20 knew where to creep into, do its dirty work, and

21 thousands of us have died. I am part of one of those

22 families, and the pain from the loss of my lifelong

23 spouse to the virus can't be adequately described.

24   As for your cost schedule, as of now, the way it is,

25 it will be just one more DHCR mechanism that allows

1 landlords to abuse tenants. So DHCR, now is the time to

2 make decisions that will keep people in their homes.

3 Tenants everywhere are asking, on which side of history

4 do you, DHCR, want to come out on? DHCR must reject the

5 current proposed rules. Remove operational bulletin

6 2020-1 and restart the process.

7   I elaborate as follows. The prices are well over

8 industry standards, because the non-union work, which is

9 what we know, is what is done for MCI drops and includes

10 selections that are not IRS depreciable to the building

11 owner as required by (indiscernible). It includes

12 installations that were not MCIs or should be IAIs per

13 HSTPA requirements. There's no coherent breakdown by

14 variation of installations. There's no regional

15 differential in pricing. There was no input from or

16 reflection of affordable housing prices or RSC pricing

17 for non-union work. There was lack of transparency in

18 the entire process.

19   It works in conjunction with the usual life

20 schedules that now allows for MCIs for replacement of

21 items that are still functional or in good working,

22 operating condition. It does not have any exclusive

23 lists of eligible MCI types that are directly related to

24 the areas (indiscernible) HSTPA. It allows a complete

25 circumvention of reasonable costs by landlords and MCI

1 application through a system of labors. The reasonable

2 cost schedule as presented is just one example of DHCR

3 allowing landlords free rein to unduly maximize their

4 return on their investment while not fulfilling

5 obligations to tenants.

6   All of the above issues must be remedied and the

7 entire process begin anew. Thank you very much for

8 allowing my testimony.

9   I'm very thankful for your testimony, Senator

10 Kavanaugh, and to Seth -- Seth Miller. I feel they very,

11 very well expressed the issues at hand. Thank you.

12   MR. PASCAL: Thank you, Ms. Budnetz, and we send our

13 condolences to you and appreciate you spending the time

14 to testify this morning. Thank you.

15   MS. BUDNETZ: Thank you, thank you.

16   MR. PASCAL: All right. Our next scheduled speaker

17 is Chance Davignon, another tenant leader from Zara

18 Tenants Coalition.

19   MR. CHANCE DAVIGNON: Hello?

20   MR. PASCAL: Hello.

21   MR. DAVIGNON: Hi. Can you hear me?

22   MR. PASCAL: Yes, we can hear you.

23   MR. DAVIGNON: Okay. Okay, good. Then I'll begin.

24   Hello, everyone, and thank you all for your time and

25 consideration. My name is Chance Davignon. I'm a

1 lifelong resident of 8806 Parsons Boulevard in downtown

2 Jamaica, New York. I'm a tenant leader with Zara Tenants

3 Coalition, representing many low-income, hardworking,

4 mostly immigrant families. Many of the people I'm

5 speaking for have already lost their homes due to

6 excessively large MCI rent increases, and many more

7 continue to be in danger of the same fate. This has been

8 going on since long before our COVID-19 troubles began.

9 MCI rent increases throughout my neighborhood range

10 from 350 to $600 per month, which are the equivalent of

11 eviction notices. I've been told many times not to worry

12 because the new two percent rollout cap will protect us,

13 but this simply is not the reality. MCI rent increases

14 this large are like a guillotine. The annual rollout cap

15 only determines how high the blade is mounted. No matter

16 how long it takes for it to fall near enough to the

17 bottom, the result is the same. Long-term tenants are no

18 longer able to pay their greatly increased rents, and

19 they and their family must abandon their homes. We need

20 to dull the blade.

21 Today, I'm going to speak about several issues which

22 seem to be -- to me, should preclude a number of items

23 from appearing on the reasonable cost schedule for MCIs,

24 as well as the overarching issue of unrealistically high

25 costs which permeates the entirety of DHCR's OB 2020-1.

1   Cost issues. Stuyvesant Town-Peter Cooper Village

2   Tenants Association has contracted with certified

3   construction costs estimator, Lewis Finkel, F.C.P.E., and

4   his company, Professional Construction Services, Inc., to

5   create a report which mirrors and refutes the cost

6   schedule published by DHCR and OB 2020-1. To save time,

7   I refer you to that.

8   Second item. Items which should be IAIs. New

9   restoration of apartment meters, risers, circuit breaker

10 panels, GFCI kitchen outlets, dedicated A/C outlets,

11 bathroom (indiscernible), apartment doors, not including

12 (indiscernible) hardware. Per HSTPA, no increase shall

13 be improved for group work done in individual apartments.

14 That is to say, any work which can conceivably done for

15 one apartment, only one apartment and not for the

16 building itself even if it is together with identical

17 projects for all of the apartments in the building, is an

18 IAI. Additionally, these items do not meet the HSTPA

19 standard of being for the preservation, energy

20 efficiency, functionality, or infrastructure of an entire

21 building, or the standard of directly or indirectly

22 benefitting all tenants.

23   Next, items not depreciable under IRS tax code.

24 Pressure washing, sidewalk sheds, (indiscernible)

25 scaffolding, flight safety planning and filing, flight

1 safety manager/QSP. Per HSTPA, only the cost of items

2 which are, quote, depreciable pursuant to the Internal

3 Revenue Service are eligible to be included in an MCI

4 rent increase. Per IRS publication 946, none of these

5 items meet that standard.

6   Sidewalk sheds and scaffolding are depreciable only

7 to the contractor who owns the equipment but not the

8 building owner, and since the building owner who is

9 applying for an MCI, they should not be allowed to pass

10 costs of property they themselves cannot depreciate onto

11 tenants. Allowing landlords to do this would be like

12 allowing a person to claim their barber's children as

13 dependents. Pressure washing, flight safety planning and

14 filing, flight safety manager QSP do not have a

15 determinable useful life which, per IRS publication 946,

16 bars them from being depreciable. Please note that in

17 IRS publication 946 equipment used to build capital

18 improvements is listed under accepted property. This

19 means that none of the costs of any of the equipment used

20 on an MCI construction project are eligible to be passed

21 along to tenants in an MCI rent increase.

22   And last, items classified as maintenance under New

23 York state tax code. Window A/C brackets, apartment

24 entry doors and locks, pointing -- pointing window sills,

25 window caulking of existing windows. The rent laws in

1 New York State used to allow maintenance and preservation

2 of the building to be included in MCIs, but under HSTPA,

3 this was deliberately removed from the statute. Per New

4 York State Department of Taxation and Finance Publication

5 862, these items are classified as maintenance work and

6 should not be eligible to be passed along to tenants in

7 MCI rent increase. Regarding pointing, the U.S. IRS tax

8 court has ruled that pointing can only be depreciated

9 under IRS code when an entire building is repointed.

10 Partial pointing work or spot repointing was ruled not

11 depreciable under IRS code.

12   So to conclude, this is all part of the same pattern

13 of apparent landlord cronyism on the part of DHCR. We

14 have seen this (indiscernible) out over and over for

15 decades, and now, yet again, in this reasonable cost

16 schedule, the same behavior has been the core cause of

17 much of the suffering and home loss that rent-regulated

18 tenants have been afflicted with for years. This culture

19 needs to end. If the DHCR moves forward with this

20 current cost schedule, many of the already rent-burdened

21 tenants throughout the city and state will be forced out

22 of their homes. DHCR has no excuse. It must be

23 compliant with all the statutes governing the regulating

24 work.

25   Again, thank you for your time and consideration.

1   MR. PASCAL: Thank you, Mr. Davignon.

2   Our next scheduled speaker is Anne Greenberg, a

3   member of the Board for Stuy Town and Peter Cooper

4   Village.

5   MS. ANNE GREENBERG: Hi. Hi, Woody.

6   MR. PASCAL: Hi.

7   MS. GREENBERG: Can you hear me?

8   MR. PASCAL: Yep, I can hear you.

9   MS. GREENBERG: Okay, great. Thank you.

10   My name is Anne Greenberg. I live in Peter Cooper

11 Village. I'm on the Stuyvesant Town -- on the board of

12 the Stuyvesant Town-Peter Cooper Village Tenants

13 Association, and I met with DHCR as part of housing

14 justice (indiscernible) working group. I appreciate

15 those meetings, and I'm sure you recall that MCIs were a

16 major concern to us. Thank you for taking my testimony

17 today.

18   Although MCIs are now temporary because they come

19 off the base rent in thirty years, for most people,

20 that's forever, and since unadvertised MCIs are added to

21 the base rent when a tenant vacates, they're still a tool

22 for landlords to jack up the rent, especially if they can

23 quote, unquote, encourage tenants to leave.

24   Given DHCR's nearly unblemished history of improving

25 MCIs despite tenant challenges, tenants can expect to

1 continue to pay and get rent increases on MCIs that are

2 too high. The rent bill for my own one-bedroom apartment

3 currently itemizes seven MCIs, one of which is $118.95

4 forever. HSTPA required the agency to come up with a new

5 reasonable cost schedule by mid-June. COVID-19 has

6 upended all our lives, and no doubt your work was

7 affected. That's why it appears that this RCS was thrown

8 together hastily. This is alarming, because you've been

9 using these costs for a couple of months already to

10 approve MCIs, and if they're too high or for items that

11 aren't even eligible, tenants will be under even more

12 financial pressure, and unjustly so. Any MCI granted

13 using the schedule must be reconsidered when a fair and

14 accurate reasonable cost schedule is in place.

15   The costs in the RCS were provided by New Jersey

16 firm, O&S Associates. Did HCR accept the cost schedule

17 as presented? Did you modify it? Did you get guidance

18 from owners and owner groups as to costs? We need

19 transparency on these questions. My tenants association

20 realized we needed a neutral third-party evaluation of

21 the costs, so we retained respected expert Lewis Finkel.

22 You heard from him this morning, and we've submitted his

23 substantial reports. Overall, where there was a

24 difference, the costs he found were 79.47 percent of

25 those on the RCS with one as low as 47 percent of your

1 costs. For example -- well, I'm not -- I'm going to skip

2 that because Susan Steinberg has testified to that

3 already, but high caps encourage landlords to submit the

4 highest possible cost regardless of what they actually

5 paid, and high caps encourage upstate landlords to use

6 downstate prices.

7 But aside from the price discrepancy, sidewalk sheds

8 are not depreciable to the landlord, shouldn't even be

9 eligible for an MCI, but you have a loophole for that,

10 and I quote, costs may be approved for related expenses

11 if necessary for the claimed improvements and eligible

12 for reimbursement as an MCI, end quote. I noticed that

13 many items on the RCS do not appear on the useful life

14 schedule and vice versa.

15 Sometimes the descriptions vary. Useful life lists

16 five different kinds of windows. RCS just lists windows.

17 No difference between vinyl windows and steel windows or

18 any other kind of window. I've already pointed out one

19 loophole, but the new waiver is horrifically broad enough

20 to accommodate anything a landlord submits.

21 The previous waiver was two paragraphs. The new

22 waiver is two and a half pages. Factsheet 33, which had

23 the waiver, said a landlord had to apply for a waiver

24 prior to commencement of work unless there was an

25 emergency, and gave limited reasons. The operational

1 bulletin says landlords apply for a waiver when applying

2 for an MCI; that is, after the work has been completed.

3   The criteria are so broad, anything can be made to

4 fit. This certainly looks like a give back to landlords,

5 and I don't think DHCR should be undoing the intention of

6 the legislature. Costs vary by location, particularly

7 labor, and between union and non-union workers. With

8 localities around the entire state now able to opt into

9 rent regulation, costs need to be keyed to local rates.

10 You only have a state-wide cap. Mr. Finkel addresses

11 this in his report, and this is an incentive for

12 landlords to tailor their receipts to the highest

13 possible costs.

14   The tenants routinely see their challenges to MCIs

15 ignored to the advantage of landlords. I hope this

16 hearing is not just for show, and I call on you to

17 disclose how you chose O&S Associates, publicly release

18 its report, disclose any contact with owners and owner

19 groups, remove ineligible items from the schedule,

20 reexamine every cost on the schedule, adjust where

21 necessary, taking geographic variation into account, and

22 reexamine and just where necessary any MCI that was

23 approved using the new cost schedule, both for cost and

24 waiver. And I've submitted this testimony in a lengthier

25 form, supporting documents, as well as a letter to

1 Commissioner Visnauskas signed by about 330 of my

2 neighbors, some of whom included their own comments.

3 Thank you.

4   MR. PASCAL: Thank you, Ms. Greenberg. Thank you

5 very much.

6   Now we have State Senator Brad Heylman.

7   MR. BRAD HEYLMAN: Hello.

8   MR. PASCAL: Hello. How are you?

9   MR. HEYLMAN: Hi, nice to see you. Good afternoon,

10 Woody.

11   As you know, I'm State Senator Brad Heylman. I'm

12 representing the 27th Senate District, which takes into a

13 large part of central Manhattan. I wanted to thank you

14 for the opportunity today to testify on DHCR's proposed

15 reasonable cost schedule for MCIs as laid out in -- in

16 operational bulletin 2020 to 2021. I'm here on the

17 street because I was at a hearing, you might appreciate,

18 rather, a public event campaigning for the rights of

19 homelessness, homeless people here on (indiscernible)

20 side.

21   The need to improve and sustain access to affordable

22 housing in New York has always been urgent, but it's

23 never been more dire than at this moment. Tenants face

24 great challenges. There's roughly a quarter of New York

25 City renters who have been unable to pay their rents

1 since March, and the city's unemployment rate hovers at

2 an unprecedented twenty percent. Thanks to accommodation

3 of state and federal eviction moratoriums, including the

4 Tenant Safe Harbor Act which I was proud to sponsor in

5 the senate, many of these tenants are protected in the

6 short term from homelessness, but their back

7 (indiscernible) obligations seem to accrue, and every

8 dollar counts, which brings me to the matter at hand.

9   I've heard significant concerns from tenants in my

10 district that DHCR's proposed reasonable cost schedule

11 would permit building owners to be reimbursed through an

12 MCI for costs that are either excessive, inconsistent

13 with current law for DHCR guidance, or both. For

14 example, as Susan Steinberg testifies -- will be

15 testifying, the Stuyvesant Town Peter Cooper Tenants

16 Association points out that the maximum allowed cost for

17 a sidewalk shed under the proposed schedule is more than

18 three times the amount that their landlord claimed for a

19 shed at 645 East 14th Street in the past.

20   Additionally, the Housing Stability and Tenant

21 Protection Act provides that work done in individual

22 apartments that isn't an improvement for the entire

23 building should not be eligible for an MCI, yet the

24 schedule proposes to allow reimbursement for items such

25 as apartment entry doors and locks, outlets, and circuit

1 breaker panels. Other eligible costs include air

2 conditioning brackets, window child guards, and caulking,

3 which shouldn't be considered as either an MCI or an IAI

4 according to current DHCR guidance.

5   Most concerningly, the bulletin creates a brand-new

6 ability for building owners to receive a waiver of their

7 duty to comply with the schedule in many cases, which

8 creates an incentive, an incentive for owners to inflate

9 costs in order to take advantage of the waiver and

10 increase their profit of an MCI. This undermines the

11 intent of the HSTPA, which was to preserve access to

12 affordable housing and protect tenants from pervasive

13 overcharges. The statutory authority given to DHCR to

14 create the reasonable cost schedule makes no mention of

15 allowing the creation of a waiver or an exemption. This

16 waiver should never have been created and should have

17 been removed from the cost schedule altogether.

18 Excessive MCI costs can add up to hundreds more dollars

19 for monthly tenants, putting them at risk of being unable

20 to afford their homes during a public health emergency,

21 like the one we're undergoing.

22   Here's just a small samples of quotes from tenants

23 in my district who are deeply concerned about the effect

24 this proposal would have on their ability to remain in

25 their homes:

1   As a retiree who does not qualify for

2   (indiscernible), additional reasonable --

3   unreasonable MCIs will create an enormous risk

4   to my long-term housing security.

5   Another said:

6   Due to constant MCI charges, my rent has

7   inflated to an additional $350. They find

8   loopholes in the system and try to find ways to

9   make your rent unaffordable. It's sad when you

10   see profit before people's human rights to

11   housing.

12   Another ten -- another constituent said:

13   I've been in New York City for thirty years and

14   love the city. Now that I'm retired, absorbing

15   unreasonable MCI charges in the future would be

16   very difficult for me to absorb in my budget.

17   Quite probably, I would be financially forced to

18   leave the city which I call my home.

19   Given the serious concerns raised by these tenants

20 with the fairness of the proposed reasonable cost

21 schedule, I urge DHCR to delay its implementation and

22 make the third-party report on which the schedule was

23 based available for public review and discussion. The

24 way that DHCR went about issuing this guidance through an

25 operational bulletin on an emergency basis, rather than

1 through the promulgation of rules and regulations as the

2 statute requires, could circumvent many of the important

3 requirements of the State Administrative Procedure Act,

4 such as subsequent public hearings and common hearings.

5   It's imperative that we have a transparent, fair

6 process that gives tenants the opportunity to be heard,

7 that allows full review of the findings of the report

8 upon which DHCR has based its schedule. I'll be

9 following up today with a letter echoing this call in

10 partnership with the senate housing construction and

11 community developing committee chair, Brian Kavanaugh,

12 and cosigned by at least nine other senate colleagues.

13   Thank you again for the opportunity to testify

14 today. I look forward to further conversations with you

15 on this important issue as we explore steps to protect

16 tenants during this unprecedented crisis.

17   Thanks so much, Woody.

18   MR. PASCAL: Thanks so much, Senator. I appreciate

19 you.

20   Next, we have Assembly member Harvey Epstein.

21   MR. HARVEY EPSTEIN: Thank you, Woody, for letting

22 me go right after my senator. It's a hard act to follow

23 with -- with Brad right in front of me, but I really

24 appreciate you taking the time to have this public

25 hearing.

1   My name is Harvey Epstein. I represent the 74th

2   Assembly District, and I've been -- prior to being

3   elected to be (indiscernible), I've been a housing

4   activist and housing employer for over twenty-five years

5   in New York City and dealt with HCR for many years. The

6   districts I represent includes (indiscernible), the East

7   Village, Peter Cooper Village, Stuyvesant Town,

8   (indiscernible), Gramercy Park, Murray Hill, Tudor City,

9   and all the way up to United Nations, and I really want

10   to express my concerns that I have about the operational

11   bulletin, 2020 and number 1, and the reasonable cost

12   schedule dated June 16th, 2020.

13   And first of all, I just wanted to say that I think

14   using operational bulletin is not a legally viable

15   approach to dealing with reasonable cost schedule. It

16   isn't in line with the legislative intent that I and the

17   other cosponsors in the assembly -- and I know in the

18   senate -- intended this to be -- we wanted you to

19   promulgate, quote, rules and regulations applicable to

20   all regulated units that shall, one, establish a schedule

21   of reasonable cost for major capital improvements, and an

22   operational bulletin is a legally invalid vehicle, and

23   I'm not sure why HCR took this path, but I encourage you

24   to put this on hold, (indiscernible) as you move forward.

25   You're in compliance with CAPA, the State Administrative

1 Procedure Act.

2 So again, I noticed that you put in a waiver

3 (indiscernible) under the MCI reasonable cost schedule.

4 Nowhere in the statute did we intend to have a waiver

5 available. You creating an illegal loophole that you can

6 drive a truck through that really circumvents and

7 undermines our legislative intent. It is not something

8 that we intended when we drafted this legislation. It is

9 not something we intended when the governor signed it,

10 and creating such a loophole in the process is an

11 inappropriate use of your authority at HCR.

12 Third, the reasonable cost schedule does not

13 consider all the realities for major capital

14 improvements. While the reasonable cost schedule that we

15 passed was legislatively sound and proposed, what you've

16 proposed is really overly broad. It doesn't really

17 acknowledge the nuances in construction and installation,

18 and it doesn't really comply with our intent. You used a

19 much higher cost schedule. It doesn't appreciate the

20 variance -- variation between New York City and other

21 areas.

22 We, the tenants, over at Peter Cooper Village in

23 Stuy Town had an estimator which on average, you know,

24 your estimates were inflated by at least twenty percent.

25 This estimator was, you know, dealing with units for the

1   over 11,000 apartments in Stuy Town for over 25,000

2   people, and that makes us people concerned that the

3   proposal that you have for reasonable costs are from

4   anywhere reasonable and reasonable costs at all.

5   The examples that we saw were, you know, the

6   reasonable cost for something like asphalt, roof or

7   plywood, two plywood, so it's normally $38, and you had

8   costs of 72. Flashing, we saw a doubling from 22 to 45.

9   Asbestos abatement, we saw it as $15 and you saw it as

10   $32. These costs are far and beyond what we think is

11   reasonable, whether unionized construction or not, and we

12   believe that people -- and I support the unionized

13   construction as much possible, but you feel like we

14   should have a differentiation for unionized or non-

15   unionized, it's a really reasonable decision that you had

16   put forward.

17   In addition, you've had things that are in the

18   reasonable cost schedule that are not MCI eligible, like

19   apartment doors and locks, electric wiring, circuit

20   breakers, GFI outlets in bathrooms, some of these windows

21   inside apartments. These are not MCI eligible

22   improvements. They are IAI and therefore shouldn't be

23   included in MCIs.

24   Finally, the reasonable cost schedule really

25   contradicts your own factsheets, and just mentioning

1 factsheets, and the A/C brackets, and child guard, and

2 caulking is maintenance, not MCI eligible. As I've said

3 before, I represent tens of thousands of rent-stabilized

4 units, just 11,000 apartments in Stuy Town alone, and I'd

5 encourage you as the senator just to delay the final

6 (indiscernible) in these proposed reasonable schedules,

7 and as I identified, if you invoke these into effect,

8 they will have a negative impact on millions of rent-

9 regulated tenants in New York. They'll undermine their

10 ability to stay.

11   I can't tell you how many times I've spoken to a

12 rent-regulated tenant in our city in my district and

13 said, you know, the costs are just making it difficult.

14 The MCIs, you know, the former rent guidelines with huge

15 increases made it unaffordable and they weren't sure they

16 were going to be able to say. What we did is the state

17 was to cap those MCIs, cap them at two percent. This

18 reasonable cost schedule as you proposed will make it

19 more and more likely that we'll lose more and more people

20 because then New York will be unaffordable for them,

21 especially during this pandemic where people, at least

22 two million in New York alone, have lost jobs, don't --

23 you know, are unemployed, don't have the benefits they

24 need.

25   I think it's a huge mistake for HCR to move forward

1 with this, and I encourage you not to do that. We will

2 be submitting something separately by myself and the

3 colleagues in the Assembly that really urge you to stop

4 moving forward with this plan and restart with a much

5 more thoughtful dialogue with the advocates with people

6 in the assembly senate before we move forward on this

7 plan. Thank you very much and have a good day.

8   MR. PASCAL: Thank you, Assemblyman Epstein. I

9 appreciate you. Thank you.

10   We have no more scheduled speakers before our lunch

11 break, so we are going to recess, and we will start again

12 at 2 p.m.

13   Eliseo, you want to say that in Spanish for our

14 folks?

15   MR. TENORIO: It's not allowing me to get on the

16 video, but if you can hear me?

17   MR. PASCAL: We can hear you.

18   MR. TENORIO: Okay. (Spanish).

19   (OFF RECORD)

20   MR. PASCAL: Good afternoon, everyone. My name is

21 Woody Pascal and I'm the deputy commissioner for the

22 Office of Rent Administration. This is the afternoon

23 session of ORA's virtual hearing for Schedule for

24 Reasonable Costs for Major Capital Improvements. I want

25 to remind people that this hearing will deal specifically

1 with reasonable cost schedule that we will be

2 implementing.

3   So we're going to -- we have a very busy and lively

4 afternoon. So I'm going to start with our first speaker

5 for the afternoon who is Ken Nelson, a member of the

6 Board of Directors for the Apartment Owner's Advisory

7 Council.

8   Mr. Nelson.

9   MR. NELSON: Hello.

10   MR. PASCAL: Hey. I can hear you.

11   MR. NELSON: Okay.

12   MR. PASCAL: Okay.

13   MR. NELSON: Can you see me?

14   MR. PASCAL: I can't see you, but I can hear you.

15   MR. NELSON: Okay. I don't know why you can't

16 hear -- see me. Screen -- share screen. Here we go.

17 Just a minute. Okay.

18   MR. PASCAL: I can see you now.

19   MR. NELSON: All right.

20   MR. PASCAL: All right.

21   MR. NELSON: Thank you.

22   MR. PASCAL: Thank --

23   MR. NELSON: All right.

24   MR. PASCAL: -- you.

25   MR. NELSON: Well, thank you for the opportunity to

1 present my comments on the proposed cost schedule as

2 required by the HSTPA.

3   First comment is that, as a landlord, the issue of

4 MCIs is not the cost of the work, but the formula in the

5 HSTPA, which discourages investments and replacing

6 building systems. This will result in the long-term

7 deterioration of the buildings and is a detriment to

8 tenants in the long run. I personally have shared plans

9 for building systems, upgrades in some of my projects, my

10 properties as a result of these changes to HSTPA. But I

11 have some specific comments about the -- about the

12 schedule -- detailed about the schedule.

13   One of them is that the doors is that I think you

14 should add a new cost for a new entry door with a partial

15 frame as opposed to -- looks like something that

16 adjusting a door or totally full frame because I think

17 that's what happens in most cases based on my experience.

18   The second is the -- I had an elevator company

19 review the cost of the elevator and in -- and in general,

20 for a seven-stop elevator, because my buildings are not

21 any bigger than that, the cost was reasonable, but it did

22 not seem to include the cost of the cab renovations.

23 That's seems to be missing.

24   The third specific comment had to do with the

25 rewiring electrical upgrade, and that is the -- the cost

1 that were in there for rewiring a small apartment seemed

2 reasonable, but based on my experience, one size doesn't

3 fit all -- is that -- is that for -- for larger

4 apartments the -- for instance, a three bedroom, two bath

5 that I did a year ago or two years ago was well over

6 $10,000 just for the wiring for the apartment. So I

7 think you need to look at that is that one size doesn't

8 fit all for -- for -- for wiring. So I think a higher

9 figure is necessary for larger apartments.

10   In, you know, with many of the things with MCIs is

11 depending the size of the apartments. If you put in

12 windows, whether you have five windows or ten windows,

13 makes a difference. Well, that's -- that should apply to

14 the wiring as well as -- as an apartment.

15   The second -- the next category has to do with the

16 plumbing and re-piping is the category for overheads,

17 risers, branches, and restoration needs to also reflect

18 apartment size. A one-bedroom apartment with a kitchen

19 and bathroom using the same risers will have a different

20 cost than a three- or four-bedroom apartment with two

21 bathrooms.

22   So one cost for all apartment layouts just doesn't

23 work. It's not -- it's not realistic. And especially if

24 you've got a large apartment where the -- the kitchen is

25 on one-line riser, another bathroom is on a separate

1 riser, and a second bathroom is on a third riser, meaning

2 you have three risers as well as laterals. So I think

3 you need to look at that. That's not -- it's not

4 reasonable considering the realities of the situation.

5   The roofing, I just asked an experienced roofing

6 contractor in Yonkers to review the cost. And basically,

7 for the three-ply asphalt, he agreed the cost was

8 reasonable. But for the other ones, he recommended

9 changes that are in the comments that I emailed to Mr.

10 Berrios earlier. There's a little table in there that

11 shows the differences. And I think you should review

12 those costs. I assume you used an estimator but go back

13 to them and talk about that.

14   There are two comments I would like to make in -- in

15 the -- in the overall is -- is one of the new

16 requirements of the HSTPA is that all contractors doing

17 work for MCIs and IAIs have licenses. And what has

18 happened is that disqualified many smaller contractors

19 who have trouble getting the insurance required because

20 of the scaffold law in New York State. Many insurance

21 companies are basically dropping out of insurance --

22 providing insurance to contractors in New York State.

23 And they're not offering insurance to small contractors.

24 And when they do -- in some cases when they do offer it,

25 the costs are high.

1   So I understand the need for a license for

2 electrical and plumbing work; however, acquiring a

3 license for interior work such as demolition, sheetrock,

4 moldings, floors, kitchen renovation, and tile work is

5 not necessary and will only increase the cost of

6 renovations because you have a smaller number of

7 basically larger companies that will do it.

8   This rule will exclude many smaller, especially

9 minority, contractors from doing that kind of work. And

10 I didn't -- and -- and so I don't believe that the costs

11 that you have above, which is based on historical

12 information, reflects this situation. So I think you

13 need to look at that because I -- it's -- that rule will

14 increase the costs of -- of -- of renovations.

15   And the last comment had to do with requiring

16 licensed professionals on -- on anything. One of the

17 comments from one of our small landlords was that

18 requiring a PE, or an RA is unreasonable burden,

19 especially for small landlords, but if the DHCR is

20 requiring the involved -- involvement of licensed

21 professionals, then the cost of such involvement should

22 be allowed -- an allowed cost in the MCI calculation.

23   My experience with DHCR has not allowed the cost of

24 licensed professionals even -- even if it's required by

25 local law to be able to get a -- a permit to do some of

1 the MCI work. Never understand -- I thought that was

2 totally unreasonable. So those are my somewhat limited

3 comments, trying to fit it into the five-minute limit.

4 If there are any questions, I'll be happy to try to

5 answer them.

6   MR. PASCAL: Thank you, Mr. Nelson. Thank you.

7   Our next scheduled speaker is Moreom Parven

8 (phonetic) from the Bangladesh Tenants Union.

9   MS. MOREOM PARVEN: Hello, everyone. My name is

10 Moreom Parven and I am Bangladesh Tenants Union leader.

11 I live in Jamaica Queens, and my landlord is currently

12 being sued by the Attorney General Office on behalf of

13 DSCR (sic).

14   I'm sure you have heard of the name Zara Realty.

15 One business model that has helped Zara evict the most

16 tenants in -- is MCI. At 18-51 68th Street, we have

17 about five pending MCIs and are looking at approximate

18 $500 or more in increases per unit. They have done this

19 in a number of building (indiscernible) their portfolio

20 and will continue to do this because DSCR does not hold

21 them accountable. Even how tenants proved that Zara

22 falsified documents and knowingly over-charged for MCI

23 work.

24   Landlords applying for an MCI rent increase must

25 stop, prefer verification their building is free of any

1 and all open violation within the time allotted by law.

2 DSCR should automatically reject the MCI application for

3 a rent increase. Landlords who submit false and

4 incorrect information when applying for an MCI should

5 have their application immediately rejected and prevented

6 from applying for an MCI for the same work claimed in the

7 future.

8   Landlords that fail to maintain their building up to

9 code and are in violation of city and state laws should

10 not be rewarded with a rent increase. DSCR much -- must

11 (indiscernible) the following into regulations. If HCR

12 should establish processes to automatically check city

13 and state (indiscernible) and all relevant databases for

14 hazardous violation at the time the application is

15 received and verify again before the MCI order -- before

16 the MCI order is granted. DSCR must confirm that

17 violation have been certified as cleared and there are no

18 outstanding violations to be cleared.

19   In addition to checking for code violation, DSCR

20 must take into consideration any complaint filed by the

21 tenants including buildings or individual apartment rent

22 reduction as well as tenant harassment complaint filed by

23 the agency. The complaints must -- must be resolved

24 prior to the agency issuing an MCI order.

25   DSCR should not accept an affidavit attesting to the

1 removal of a violating condition in lieu of actual

2 clearance of the violation by the issuing agency. The

3 legislature clearly intended to prohibit MCIs at

4 buildings within outstanding his hazardous of immediate

5 hazardous violation. Until the violation has been

6 removed by the issuing agency, it remains outstanding.

7   Any finding of harassment by DSCR or issuance --

8 issuance of a harassment violation by HPD, DOB, article

9 or municipal agency that is contempt for answers with or

10 on record during the approval process including building

11 the (indiscernible) will automatically disqualify the MCI

12 rent increases.

13   We are not here to ask DSCR to favor tenants. What

14 we are asking is for DSCR to be fair in their decision.

15 Lastly, the real solution is to eliminate MCI. Thank

16 you, so much, for your time.

17   MR. PASCAL: Thank you. Have a great day.

18   MS. PARVEN: You, too.

19   MR. PASCAL: Next, we have Anita Long from the

20 Community Action for Safe Apartments, also known as CASA.

21   Ms. Long. Ms. Long, you've got to unmute yourself.

22 There you go.

23   MS. LONG: Okay. Thank you.

24   MR. PASCAL: I can hear you.

25   Ms. Long. Ms. Long, we can't hear you.

1   Can we unmute Ms. Long?

2   MS. LONG: I did.

3   MR. PASCAL: There you go. I can hear you now.

4   MS. LONG: Now, okay.

5   MR. PASCAL: There you go. And now, I can see you.

6   Okay.

7   MS. LONG: Okay.

8   MR. PASCAL: Now, we can --

9   MS. LONG: Thank you.

10   MR. NELSON: Yep. Yep.

11   MS. LONG: Okay. Tenants across New York State are

12 facing unprecedented circumstances as COVID-19 continues

13 to disrupt and ravage our communities. Even though data

14 shows that the infectious rate and related deaths have

15 declined, COVID-19 is still cutting a jarring and unequal

16 path across the state of New York, especially through

17 housing. Because of COVID-19, the black and brown

18 communities were and are still now forced to face

19 economic hardship due to forced joblessness, forced cut

20 in salaries, forced cuts in government resources, and the

21 possibilities of forced evictions leading to

22 homelessness.

23   Now, HCR is asking our community to accept their MCI

24 reasonable cost schedule. HCR should not use the current

25 public health crisis as an excuse to execute a rushed

1   process, which we have the reasonable cost schedule that

2   violates the law.

3   HCR reasonable cost schedule is nothing more than an

4   economic incentive for the landlords to maximize their

5   profits with no regards to the tenants whom have become

6   economically unstable. As a result of this reasonable

7   cost schedule, tenants will now be forced to pay

8   exorbitant MCI costs over the span of thirty years

9   because of the HSTPA. Also pay for unqualified MCIs

10   because HCR failed to release the MCI eligibility list

11   while keeping the doors open to satisfy the landlords'

12   loopholes.

13   It is clear that certain conditions continue to

14   exist in the HCR. Is it HCR intent to make sure

15   landlords are still profiting for the next thirty years?

16   There are certain items on the reasonable cost schedule

17   that should be excluded and not considered an MCI. I

18   will only speak of one because of time constraints and

19   that is the window guards.

20   Right now, the fees for window guards is $10 per

21   window guard, which is detailed in the HCR factsheet

22   number 25 and factsheet number 44, where owners of the

23   buildings are responsible for the installation of window

24   guards in public areas, and of course, that cost may not

25   be passed on to tenants.

1   The -- what we have now is the maximum amount for an

2   apartment window guard which is noted as a temporary

3   surcharge may not exceed $10 per window guard. The

4   tenant may choose to pay for it one time or in equal

5   monthly installments over a one-, two-, three-year

6   period. This charge does not become part of the base

7   rent for the apartment.

8   If the landlord chooses to replace the window guards

9   due to renovation or window replacement, the cost of the

10 new window guard must not be charged to the tenant. But

11 according to HCR new reasonable cost schedule, the tile

12 guard now is $50 guard per guard to be paid off in the

13 span of thirty years because now you're considering

14 window guards as an MCI.

15   A -- we are demanding that the current reasonable

16 cost schedule must be rejected and, first, implement the

17 new MCI eligibility requirements. Also, if HCR is

18 allowed to use this reasonable cost schedule, it is

19 simply an extension of the historical housing

20 discrimination practice of redlining, which includes an

21 ability to discriminate against vulnerable classes of

22 society by raising prices by using laws and policies.

23   Housing policies can have a really long-lasting

24 impact since structure takes a long time. During the hay

25 day of redlining, the areas most frequently discriminated

1   against were the black and brown in the city

2   neighborhoods. Racial and economic redlining sets the

3   people who lives in these communities, like mine, up for

4   failure from the start.

5   HCR is using the reasonable cost schedule to

6   continue the redlining practices in our communities by

7   increasing the prices of an MCI and allowing what is

8   deemed as an MCI because of the HSTPA Mandate.

9   HCR should not be allowed to use this unreasonable

10 cost schedule as the new present-day form of redlining.

11 Thousands of tenants will still be confronted with the

12 possibility of being homeless due to HCR unjust

13 reasonable cost schedule.

14   The intent of the legislation was to stop landlord

15 practices that displaced tenants, closed the loopholes.

16 So of the reasonable cost schedule is unreasonable and

17 has inflated prices or allows for a waiver system, it's

18 going against the spirit of this law.

19   We demand that HCR rejects the proposed reasonable

20 cost schedule and start the process over by implementing

21 MCIs eligibility requirements and then work with

22 nonprofits to create a reasonable cost schedule that

23 reflects only eligible MCI work.

24   Thank you.

25   MR. PASCAL: Thank you, Ms. Long.

1   Now, we have George Sotiroff also from Community

2   Action for Safe Apartments, also known as CASA.

3   MR. SOTIROFF: Ladies and gentlemen of the

4   Department of Homes and Community Renewal -- start your

5   video, okay. You hear me?

6   MR. PASCAL: I can hear you and see you.

7   MR. SOTIROFF: Okay. Good.

8   MR. PASCAL: Okay.

9   MR. SOTIROFF: Good. Ladies and gentlemen of the

10   Department of Homes and Community Renewal, my name is

11   George Sotiroff. I live at 901 Walton Avenue, Apartment

12   6-G in the Bronx, and I have been an active member of

13   CASA, that's Community Action for Safe Apartments, since

14   2011. I will not be before you long.

15   I am not an educated man, neither am I particularly

16   bright. I have not studied law. I have not studied

17   theology, and I have not studied philosophy. Once in a

18   while, however, I do detect an order that not only does

19   not pass the sniff test but actually really stinks.

20   MCIs, never a good idea, are a provision whose time

21   has long passed. MCIs are used only by predatory

22   landlords, not small landlords. And the application

23   which ultimately victimizes the vulnerable. And now, I

24   understand that MCIs still exist, and we all have to work

25   within that law until it can be repealed by the

1 legislature or struck down by the courts.

2   DHCR is not the legislature, nor is it a court.

3 DHCR is an agency of the state government charged with

4 administering the law and not violating it either in

5 spirit or in fact.

6   Housing justice for all has alerted us to the fact

7 that DHCR has now proposed a reasonable cost schedule for

8 work related to MCIs, which instead of mitigating or

9 checking the ferocious attack by the real estate industry

10 on safe, affordable housing, will actually instead aid

11 and abet this travesty.

12   After carefully perusing the comments made by

13 Housing Justice for All, one's suspicions are aroused

14 indeed. What profit is it to DHCR to violate blatantly

15 state regulatory rule-making procedures or processes?

16 Why does DHCR fight so hard to invalidate tenant

17 protections? Does one detect something rotten in the

18 state of Denmark? Do we need to launch investigations

19 into the personal machinations of administrative

20 executives?

21   Over the years in our meetings with DHCR, the main

22 excuse for not protecting tenants' rights was that

23 legislative change was necessary. Ladies and gentlemen,

24 you now have that legislative change. I, for one, fully

25 expect you to refrain from participating in the real

1   estate industry's continued assault on safe, affordable

2   housing.

3   Thank you for your considerate attention.

4   MR. PASCAL: Thank you, Mr. Sotiroff.

5   Now, our next speaker is Sarita Archundia (phonetic)

6   from Catholic Migration Services.

7   Thank you.

8   MS. ARCHUNDIA: Good afternoon.

9   MR. PASCAL: Good --

10   MS. ARCHUNDIA: Hello.

11   MR. PASCAL: -- afternoon.

12   MS. ARCHUNDIA: Hi. Good afternoon. My name is

13 Sarita Archundia. Like my neighbor, Cristina (phonetic),

14 who testified in the morning, I also live at 9425 57th

15 Avenue, Almers, New York. My landlord is Zara Realty.

16 As a tenant, I'm here to speak against the proposal cost

17 schedule.

18   Like Cristina mentioned earlier, Zara Realty applied

19 for two MCIs in -- in 2019. And if DHCR approves them,

20 like me, and many working families will -- we will not be

21 able to afford these increases especially during this

22 time. These landlords who buy rent-controlled buildings

23 for profit with this new law done in 2019 -- DHCR is

24 rewarding landlords and making things easier for them.

25   Implementing this 2019 regulation will not protect

1 the tenant. As Cristina spoke to you earlier this

2 morning in regards to our MCIs, these MCIs were done

3 poorly. And the cost of these MCIs was inflated.

4   For me, it would be a huge increase in my rent. And

5 as in many other families in my building, these monthly

6 increases will be minimum of 200 to $400. The changes in

7 our lobby entry system and they refuse to provide keys

8 for all occupancy even though DHCR approved in our favor

9 to receive our front-door keys. And they still want to

10 charge us for those keys. And until now, we have still

11 not received them.

12   Like me and many other people in my building, we

13 have been without intercom for months leaving me and many

14 of our other tenants stranded in front of our entry

15 building -- the entry door to come to our apartment.

16   Our laundry room is not in optimal conditions. They

17 don't receive the proper cleaning. This has allowed also

18 a massive rat and roach infestation in our building.

19   In my apartment, the ceiling collapsed several times

20 due to poor renovations done in the upper floor, exposing

21 all my family, including my daughter who is still a

22 child.

23   They also installed a new floor in the lobby which

24 was completely unnecessary because the previous landlord

25 already had done it. It was the time frame within one

1 year that the landlord sold to the other landlord. And

2 in that year, they replaced it again. And in the

3 process, they covered the sewage draining system, which

4 now is causing huge unsanitary floods in our lobby and

5 has affected several apartments on the ground floor.

6   In fact, instead of using this law to deny

7 application based on violation, this cost schedule will

8 allow -- allow landlords like Zara Realty get increases

9 easier.

10 And what about the waiver that's being proposed? It

11 would allow landlords like Zara Realty receive easy

12 money, for example, replacement of floors already done

13 within a year of time frame, the entry system that they

14 changed for no reason. They want to change that again

15 for no reason. And we still haven't received our keys.

16 So unnecessary cosmetic changes done, and they still

17 continue to do in the main lobby.

18   One of our building services is security. For

19 security, they implement the camera, but if an incident

20 happen, they want to charge us to see the footage.

21   They also try to change our services without asking

22 tenants. For example, they are making a parking lot

23 that's supposed to be our recreational services, but they

24 implementing a parking lot that will not benefit tenants

25 in any way. They will not even give us a discount.

1   Zara bought this building in 2018 and has made my

2   life and many of my neighbors' life very stressful and

3   has created a lot new problems in the building that we

4   did not experience before. So where you want to

5   implement the waiver is dangerous.

6   And also, the way the agency is rushing to do the

7   cost schedule, it defeats the purpose of what we fought

8   for in 2019. And I believe this is unacceptable. And we

9   would like you guys to consider and do the right thing,

10   please.

11   Thank you.

12   MR. PASCAL: Thank you, very much.

13   Our next speaker is Andrea Fonseca from Catholic

14   Migration Services.

15   Andrea. Ms. Fonseca, I can see that you're there.

16   MS. FONSECA: Hello.

17   MR. PASCAL: Yep, I can hear you.

18   MS. FONSECA: Okay. Great. Hi. Good afternoon.

19   My name is --

20   MR. PASCAL: Good afternoon.

21   MS. FONSECA: -- Andrea Fonseca. I also live at

22   9425 57th Avenue like the previous speaker. I'm also --

23   Zara is also my landlord. I am part of the Building

24   Tenant Association and as well as the Zara Tenant

25   Coalition.

1   When Cristina testified earlier today, she mentioned

2 that in 2019 Zara applied for two MCIs that combined

3 represents a huge month -- monthly increase of 200 to

4 $400 a month for us. I am a mother of two, two boys that

5 need to go to college in two years. Just now is

6 (indiscernible) to pay rent, so an increase of 200 or $

7 400 more is a very, very huge challenge for us.

8   Like I said, our building is one whole -- one in the

9 neighborhood mostly of working immigrant families of

10 color. In fact, that is the vast majority of the tenants

11 who are impacted by HCRS policies. The same community

12 that is this devastated by the COVID-19. For

13 displacement, this investment impedes access in quality

14 education, healthcare, and other opportunities.

15   Like Cristina spoke earlier about the -- the roof

16 MCI in our building, I want to talk a little bit more

17 about our other MCIs from 2019. One of them is

18 appointing and the waterproofing. Zara first applies for

19 the appointing MCI in the fall of 2019. And HCRS first

20 send back their application in October of 2019 because

21 they -- they had many violations from DOB and HPD

22 including hazardous violations from ECB related to gas

23 being supplied without inspection or certification of DOB

24 and failure to have a new alternative gas pumping system

25 installed and tested.

1   So within a couple of weeks, Zara just submitted an

2   affidavit saying everything was corrected. And now, that

3   was enough for HCRS to accept Zara's applications back in

4   February 2020 even though it appears that the issues were

5   not resolved by DOB in July 2020.

6   So what is HVS -- HRC doing for us? We are the

7   tenants, so we have to deal with Zara's harassment and

8   Zara's unavailability to work with us. I have been

9   living in this building for a very long time. I've

10   basically grew up in this building. And I have been here

11   since I was the age of eleven. My kids were born in this

12   building and every -- every since Zara has moved into the

13   building, I can definitely say that our life has been a

14   living hell.

15   I have never experienced someone as awful and

16   terrible as our landlord as Zara. All they do is

17   intimidate, harass, and, basically, give you attitude for

18   every little thing and every single day through living in

19   this apartment. So once again VH -- VHCRS has failed us

20   as a tenant. They made it easy for landlords.

21   They take their words in violations including

22   extremely dangerous ones when it should have been denied,

23   their application. According to the 2019 law, HCRS is

24   now (indiscernible) this huge rent increase based on

25   information, applications among $5 million, even though

1 Zara has told DOB that the work costs less than a quarter

2 million dollars. Not to mention other signs of fraud

3 Cristina has mentioned, including missing or suspension

4 fund -- financial proof.

5   Most of the people that work in this building are

6 family, related. They don't have the appropriate gear,

7 even equipment to do the repairs that they say and claim

8 they do. The people, when they were doing the

9 scaffolding, they weren't using any protection by law.

10 They were without any head protection, just on and off

11 without permission from any of the tenants to go into

12 their property. I have a terrace. They never asked for

13 my permission; they would just go in, wake you up at 8

14 a.m. with no notice that they were going to do any

15 repairs.

16   What kind of tenant (sic) is this? Like Cristina

17 said before, if they repaired the scaffolding and

18 waterproof our building, why, when it rains, all the

19 water leaks through the windows? Or when it's winter,

20 why is my apartment colder than what it is outside?

21   Like I said, I have kids. They have to wear layers

22 inside of our apartment because there is no heat and the

23 windows are drafty. How is this fair to tenants to pay

24 MCIs for repairs that were never done correctly? And

25 they were already done by previous landlords.

1   200 to 4,000 -- hundred dollars a month extra in

2   rent that I can use that to pay for my kids' college.

3   They need that. That shouldn't be a luxury for us in

4   this neighborhood. Just because of a tenant -- a

5   landlord that does nothing to help their tenants. And

6   because HCRS is failing in every single way to back up

7   tenants to make landlords millions and millions of -- of

8   dollars.

9   As it turns out, the previous landlord had already

10   done the brick work in 2015. So isn't that inflation?

11   Isn't that unnecessary? Much like Cristina, I feel

12   frustrated and very much frightened for what the future

13   has entailed for us for Zara being our landlord.

14   So why is DHR going to reward landlords by adopting

15   a super-inflated cost schedule of industry? Why even

16   give them more unnecessary increasing harassment to their

17   tenant? Why inflate their rewards even more? And why is

18   HRCS making it easier to change the schedule later

19   without public input? So what can we -- so that

20   landlords can get -- tenants can get screwed more?

21   I don't think that's fair. And it's against the

22   law. Hold back and do the cost schedule like the law

23   says. And while you're at it, take care of all the other

24   regulations and enforcements the way they're supposed to

25   be. Thank you.

1   MR. PASCAL: Thank you, Ms. Fonseca.

2   All right. Eliseo?

3   THE INTERPRETER: Yes, sir?

4   MR. PASCAL: The next person who's going to speak is

5   going to speak in Spanish. Name is Yeniset Estrella,

6   from the Northwest Bronx Community and Clergy Coalition.

7   Maybe you could chat with her briefly and tell her how

8   this works.

9   THE INTERPRETER: Sure. Sure thing, would --

10   MR. PASCAL: Thank you.

11   THE INTERPRETER: Sure.

12   She's saying, "I also speak English."

13   MR. PASCAL: Oh. Oh, okay.

14   THE INTERPRETER: "I can do it in English as well."

15   MR. PASCAL: Whatever -- whatever she's comfortable

16 with.

17   MS. YENISET ESTRELLA: All right. I'll do it in

18 English. No problem. Gracias.

19   THE INTERPRETER: (Spanish spoken).

20   MS. ESTRELLA: Oh, okay.

21   THE INTERPRETER: She's asking if she can begin

22 speaking. I said whenever she's ready.

23   MS. ESTRELLA: Okay. Hi. My name is Yeniset

24 Estrella and I am a tenant at 2770 Kingsbridge Terrace.

25 We went through major repairs; that was all the bathrooms

1 and all the kitchens. We experiencing a lot of issues

2 with dust. I myself have to go to a hotel because I have

3 two asthmatic childrens and the dust was tremendously --

4 even though they tried to clean on site, it was -- you

5 know, you were demolishing a -- a part of your apartment

6 and all that dust came in. They were banging and -- and

7 we have cracks on the wall because of that on the --

8 like, if you were banging on the kitchen, you know, the

9 other side, which is the living room, the wall will crack

10 due to the banging.

11   Same happened on the bathroom. The other wall that

12 is on the room, it will crack the walls because of the

13 destruction. They were trying to remodelate (sic) it.

14   After that, we have to share one bathroom because

15 when the bathroom were demolish, we couldn't use it. So

16 we, all the tenant, were sharing a bathroom in the third

17 floor.

18   We also experience, after the repairs that -- I've

19 been living there for 24 years, and the pipes never got

20 clotted, like, as often as now. So I guess the pipes

21 that they use is smaller, or whatever they did, it wa --

22 it wasn't a good job because now we have -- like, I have

23 to call the super probably monthly, or so, maybe every

24 four, ten, eight weeks because the toilet gets clotted

25 (sic), the sink, and also the bathtub. So they -- I

1 guess they all connected. What else?

2   I mean, they only clean the building once a week.

3 In general, what they charge you for MCIs and saying that

4 we having a better bathroom or a better kitchen it's

5 not -- no. I -- I'm not sure why they did those repairs

6 because, like I said, the pipes were -- it's not working

7 properly. Everyone have the same problem, that things

8 get clotted (sic). It could be the sink from the kitchen

9 or it could be in the bathroom, which is the toilet,

10 sink, and bathtub. So I guess it's the -- the connection

11 of the pipes. And that's about it.

12   I mean, we -- we -- I -- I also notice increases.

13 Like, my lease was, let's say, 811, and now they want to

14 charge 990-something. I show someone for the coalition

15 and -- and -- they -- they told me to contact the

16 landlord, and I did, but they saying they have to review

17 and fix it because it was a mistake.

18   But they -- they doing that to everybody. Like,

19 they -- I -- I spoke to all the tenants and they telling

20 me, oh yeah, they increased the -- the lease by 100, by

21 150. So all this discrepancy has been going on in there

22 and -- yeah. I don't think we should be a -- you know,

23 be charged for those things. I mean, to live normally,

24 we pay for a lease. We pay rent every month. I don't

25 think we should be getting any extra surcharges for what

1   they supposed to be doing, to maintain up the building or

2   the apartments.

3   And I think that's about it.

4   MR. PASCAL: Okay. Thank you, Ms. Estrella. Thank

5   you very much.

6   MS. ESTRELLA: Thank you guys for letting me speak

7   at this moment.

8   MR. PASCAL: Thank you.

9   Our next speaker, also from Northwest Bronx

10 Community and Clergy Coalition, is Rafael Gomez. I think

11 Mr. Gomez is going to speak in Spanish.

12   MR. RAFAEL GOMEZ: No. English is good.

13   MR. PASCAL: Okay.

14   MR. GOMEZ: Unless you want me to do it in Spanish.

15 It's up to you.

16   MR. PASCAL: Whatever makes -- whatever you're

17 comfortable with is fine.

18   MR. GOMEZ: I'll go English.

19   MR. PASCAL: Okay.

20   MR. GOMEZ: Good afternoon to everybody. I just

21 want to start. It -- so I live in the same build --

22 well, not the same building, but Yeni (phonetic)

23 Estrella. I live at 2780 Kingsbridge Terrace for the

24 past sixteen years, and honestly, they -- I'm going to go

25 touch a little bit on what she said about the bathrooms

1 getting fixed and the kitchens.

2   The both of the buildings, 2770 and 2780, are next

3 to each other and I was like, oh, excited. I was so

4 happy, like, yes, getting it fixed. No problem. I said,

5 let me look in the 2770 to see what -- what's being done.

6 I was happy. I was, like, oh great. They're doing

7 something new. (Audio interference). When I saw -- when

8 I saw what was done on one side, I said, all right.

9 Maybe that's going to be done on my side, too. No.

10 Surprise. It was totally different.

11   And then they started cutting -- what's the word --

12 cutting corners. So whatever was supposed to be done in

13 a way professionally, it was not done on one side. It

14 was not done to every single apartment. So everything

15 was changing. It's good for one, but not good for the

16 other. (Audio interference). And I'm not sure if you

17 could hear me now. I got cut off. I'm sorry.

18   MR. PASCAL: Yep. We can hear you now.

19   MR. GOMEZ: Oh, Okay. Good.

20   In the bathroom, I -- before they did all the work

21 (audio interference). I lost about two to three inches

22 all around the whole bathroom. So every single wall,

23 two, three inches was cut because they had to use some

24 kind of wood or something to make it better. I'm, like,

25 dude, I cannot sit in the toilet straight. I've got to

1 go sideways. Because my knee -- I'm -- I'm short. I'm,

2 like, five-five. My knee hits the wall if I sit

3 straight, so I got to go at an angle, you know, and

4 that's something -- that's something that was told to the

5 super, the landlord. They said, oh, we can't see --

6 nothing's wrong with what we did. I was, like, okay.

7   Kitchen, same thing. The cabinets, garbage. They

8 used the least quality as possible. You have leaks all

9 over. Cracks around the whole, entire apartment. Mice,

10 rats, roaches. It's just incredible. It's, like, it's

11 nothing done. And the cleaning, once a week (audio

12 interference) mopping, that doesn't work. Mopping, it's,

13 like, once a month, if you're lucky. So you don't see

14 much being done in the building.

15   But yet they want -- when they want the rent, we

16 want this now. We want this now. But when you ask to

17 get fixed, you wait for -- you speak to the super. I

18 mean, he gets back to you whenever he feels like it. You

19 say something, it's like, okay.

20   Like, the other day we had the storm with the rain

21 and everything. You had a leak in the main hallway -- in

22 one of the hallways, and I said, listen. You have a leak

23 in the hall. Not in my apartment, but in the hall. You

24 have a light close to the elevator. Okay. That was his

25 response. And I'm, like, how is this possible? You

1 cannot live like this. They want everything done for

2 them, but you get nothing back in return.

3   So to me, that's something that's just unacceptable

4 in every single way of the word. You pay your rent, you

5 need to have some kind of service. Something. You know,

6 it -- it cannot be just one way. And that's all I have.

7   MR. PASCAL: Okay. Thank you, Mr. Gomez.

8 Appreciate you.

9   MR. GOMEZ: Appreciate it.

10   MR. PASCAL: Thank you.

11   MR. GOMEZ: Thank you.

12   MR. PASCAL: Our next speaker, from Met Council on

13 Housing, is Marinelsa Peralta.

14   THE INTERPRETER: Yes. I just explained to

15 Marinelsa how this is going to function, and she says she

16 could do it in English, but she expresses herself better

17 in Spanish.

18   MR. PASCAL: That's fine.

19   MS. PERALTA: Hello. My name is Marinelsa Peralta.

20 I am also part of the Met Council, and I live at 26 Post

21 Avenue, apartment 2. I have a daughter who is 21 years

22 of age, who also lives with me, and she has a baby that

23 is two months of age, who is also with us, and my mother

24 also lives with us. She's over in apartment 33. Not

25 with us, but in the same building. She has lived there

1 for over 30 years.

2   (In English) My mother live in that building for 30

3 year and I live for 15 year.

4   (Via interpreter) This building belongs to Barberry

5 Rose Management. It is owned by Lewis Barberry (sic).

6 And I've been in this building for over 15 years now, as

7 well, myself.

8   This building is regulated by AP, okay. And this

9 building is also known for the many violations that are

10 committed by the landlords and they have not corrected

11 any of these violations.

12   We recently received a letter for a rent increase.

13 And what happens is these people, this management,

14 focuses on rent increase and not on the issues that they

15 have to correct, just on raising the rent. I'm very

16 concerned about this. This worries me. I've been

17 reporting all these violations that are taking place in

18 my apartment, specifically, and not just in my apartment,

19 but in my mother's apartment as well.

20   I am very worried because this past September 4th,

21 they sent supervisors from the city. This is done

22 because I have a lawyer. These supervisors went to my

23 apartment and they found lead in my apartment. This

24 worries me because in the entrance door and in the

25 bathroom door, they found lead as one of the violations.

1 Now, also, the tile is peeling in the bathroom and many

2 of the tile can easily be removed, and also, the water

3 can seep through to other rooms in the apartment as well.

4 Many of the people from Met Council have visited my home,

5 and we've teamed up to try to resolve these situations

6 and are fighting for this and are trying to resolve this

7 situation.

8   (In English) I think the landlord ignoring me

9 because for more than one year, I report all damage of my

10 house, all violation in my apartment. And I think they

11 ignoring me because when I talk to the super, he say,

12 okay. I go to the next week doing something. They don't

13 fix this. I call to the offices, to the special person

14 in the landlord in charge of our -- fixes everything in

15 the apartment; they don't do nothing. They promise me.

16 And three time, I call 311 and report all violation and

17 talk to someone and say my daughter is pregnant, the baby

18 coming, and they ignoring me. They -- they promise me to

19 fix it; they never did.

20   But I just (Spanish spoken) and fix it myself and --

21 many thing, but I can't fix whole apartment. That is

22 before my baby born. But the baby is two month now.

23   We have a lot of problem with that pandemia (sic)

24 and only me is working. My daughter's not working. I --

25 I -- I feel they ignoring me. They don't do nothing for

1 my apartment, for my mother apartment also, but I think

2 we need help.

3   (Via interpreter) We need help. We need you to take

4 into account all the complaints and all the violations

5 that are being reported and taking place for many years

6 now. And as tenants, we need to be heard and we have

7 rights.

8   My concern now is, with this latest problem, that

9 they found lead in the apartment, and this is very

10 concerning to me because of my granddaughter. She's only

11 two months old. And you know, I've reported this to the

12 health department, but my main concern is to have all

13 these issues fixed, not just in my apartment, but in the

14 entire building. And this is my main concern and my

15 biggest worry right now. This is all I have to say for

16 now and express.

17   MR. PASCAL: Thank you very much, Ms. Peralta.

18 Thank you.

19   Our next scheduled speaker is Jordan Cooper from

20 Community Action for Safe Apartments.

21   MS. JORDAN COOPER: Hi. Can you all hear me?

22   MR. PASCAL: Can hear you and see you.

23   MS. COOPER: Great. So I'll keep my comments pretty

24 brief. I'm Jordan Cooper. I'm here -- I'm an organizer

25 at Community Action for Safe Apartments, CASA, and I'm

1 here testifying on behalf of the Housing Justice for All

2 coalition.

3   So we're a coalition of eighty-plus community-based

4 organizations across New York State. We were a part of

5 the fight for HSTPA 2019. We fought to center the

6 experiences of vulnerable black and brown New Yorkers,

7 folks who are working and trying to work across the

8 state, to make sure that we could have rent laws that

9 would really, truly protect folks. And we're really

10 proud of the organizing that we did and the work of our

11 legislators in creating these laws that we hope will have

12 a lasting impact on the housing crisis in New York.

13   And so we're here today because we have a number of

14 concerns with the reasonable cost schedule that's been

15 proposed and the way in which the process has gone. So

16 we are currently demanding that HCR reject this proposed

17 reasonable cost schedule for MCI work and start a new

18 process. We believe that there are serious violations to

19 regulatory process law that have created, basically, an

20 illegitimate set of rules that will not hold landlords

21 accountable to applying for fair MCI increases. So we

22 are demanding HCR restart the process and engage

23 nonprofit developers to create a schedule that actually

24 follows the language and intent of HSTPA and will be a

25 lasting part of the rent stabilization code.

1   So I'll be sending our full, written testimony, so

2   I'll do a brief summary now. I also will be echoing a

3   lot of the words that have been spoken by other folks

4   who've testified today, and I want the rest of our

5   members to speak for themselves.

6   But just to go through some of the issues that we've

7   included in our written testimony, we believe that the

8   proposed set of rules are legally invalid, that HSTPA

9   mandated that HCR go through a process to write the

10   reasonable cost schedule into the rent stabilization

11   code. And as we understand, the operation -- operational

12   bulletin will not allow for this and it is an order that

13   would be subject to change whenever HCR pleases and would

14   not allow for future -- future public accountability. So

15   the operational bulletin, we feel, is a real problem, and

16   we can't use the excuse of current public health concerns

17   to have a rush process that doesn't create a lasting,

18   meaningful guide. So that is our first issue.

19   We also believe that the waiver system should be

20   removed entirely from the reasonable cost schedule, as it

21   goes completely against the language and intent of these

22   laws as well as the -- the actual public policy concerns

23   that were behind these laws, which are to have more

24   accountability when landlords are applying for MCIs so

25   that we have an outcome of reasonable MCI rent increases

1 that are not continuing displacement in these communities

2 where they are being applied for.

3   So the waiver system, I know it's been spoke about

4 quite a bit today, so I'll leave it to the real experts,

5 but that is another issue for us.

6   We also believe that it was preemptive to hold this

7 hearing in the first place, as we still have not received

8 any of the information about how the -- the reasonable

9 cost schedule was arrived to and any products or

10 information that were created by the consultants,

11 pursuant to the proposed set of laws. So we understand

12 that SAPA requires that all of these documents be

13 published publicly with enough time before the hearing

14 that folks who are testifying can -- can be able to

15 review them. That did not happen for this hearing, and

16 we take issue with that.

17   So we're also demanding that HCR adopt the positions

18 of our policy platform in this issue and also the rest of

19 our HSTPA platform. So we are calling for HCR to remove

20 any items from the reasonable cost schedule for work that

21 does not meet the MCI eligibility requirements or for

22 work that qualifies as an individual apartment

23 improvement. That would require HCR to reject the

24 current proposed set of reasonable cost schedule and

25 first implement the -- the MCI eligibility requirements

1 and go back to rewrite the reasonable cost schedule so it

2 will not include items that were mentioned today, such as

3 window guards and other items that would be considered

4 not eligible for MCIs.

5   So we are also calling on HCR to consult with

6 nonprofit developers in creating this reasonable cost

7 schedule. It's also been mentioned a few times earlier

8 today that we were able to survey some of our partners in

9 the housing world, in the affordable housing world, to

10 get some anecdotal ideas about what the -- what

11 reasonable costs really are, and we wanted to make clear

12 that it's important to lift up the perspective of

13 mission-driven nonprofits who are specializing in

14 affordable housing in areas that are really vulnerable to

15 displacement, where we're seeing a lot of these tactics,

16 like MCIs used in a predatory way to displace people.

17   So we're demanding that the current reasonable cost

18 schedule be rejected as-is and that the process be

19 started over, and that that would go through the proper

20 regulatory process so that the reasonable cost schedule

21 would be written into the rent stabilization code, as it

22 is meant to be according to HSTPA.

23   So again, I want to just remind the agency that we

24 expect that all of the -- the letter of this law will be

25 followed and that we understand that changes need to be

1 made to accommodate the public health situation, but we

2 do expect for there to be a full regulatory process,

3 where there can be public oversight and transparency.

4 And we continue to demand that no MCIs be approved or any

5 MCI increases collected until all of HSTPA is

6 implemented. We believe that it is unjust to make

7 tenants subject to these rent increases while the

8 hearings and implementation process is going on. And we

9 are -- we welcome the agency to speak to us more about

10 our entire policy platform and how it could inform the

11 implementation process.

12   But I think the -- just the most important is that

13 it is unacceptable for the agency to circumvent the

14 regulatory process, and we expect to see real, proper

15 regulations put in place.

16   So thank you for listening to me and for your time

17 today. I hope that you continue to listen to our members

18 and their experiences on the ground with curiosity and

19 taking their word as expertise. And thank you again.

20 Have a nice day.

21   MR. PASCAL: Thank you, Ms. Cooper.

22   Next speaker is Juan Nunez from Northwest Bronx

23 Community and Clergy Coalition.

24   MR. JUAN NUNEZ: Hello. Good evening.

25   MR. PASCAL: Good afternoon.

1   MR. NUNEZ: Hi, Woody. Nice to see you again.

2   MR. PASCAL: Hey.

3   MR. NUNEZ: It's been a while. So thank you for

4   allowing me to speak. I'm at work right now, so I'm

5   going to make it quick.

6   So imagine living in a building where simple repairs

7   can take weeks or sometimes months for even just the

8   minimal task of checking for the issue, and let alone

9   fixing it. And if you're lucky enough to finally chase

10   the super down enough times to get him to come and fix

11   the issue, the work is done inadequately or not at all.

12   Or how about tenants like Rafael, who you heard

13   earlier, from my building, 2780, being forced to walk

14   across the roof to reach the high floors because the

15   elevator wasn't working for months. Or imagine being on

16   time with your rent, but then being told months later

17   that your money order never made it to the office and

18   then they -- and that it mysteriously disappeared, and

19   now you are being charged a late fee. This is just a

20   small glimpse of what it is to live in a building owned

21   by Steve Finkelstein, or as I like to call him, the MCI

22   master.

23   You see, Mr. Finkelstein's specialty, among evicting

24   tenants at a higher rate, is also tearing down bathrooms

25   and kitchens for so-called needed reserva -- renovations

1 and then applying for an MCI increase, which, in most

2 cases, gets approved by the HC -- DHCR, regardless of our

3 appeals.

4   So to give you a little of the issue about our

5 building, in 2011 -- 2770, and 2780, where Yeniset

6 Estrella and Rafael Gomez were from earlier, the -- the

7 building was purchased by Steve Finkelstein in 2011. We

8 have such a strong tenant association that we were able

9 to negotiate with Steve Finkelstein that he wouldn't do

10 any MCI increases for the first two years and that he

11 would fix all V and C (sic) violations and maintain the

12 building. This was a huge deal. We were able to get

13 Mayor Bloomberg to come and inspect the buildings. It

14 was a huge hoopla. But my concern was always the fact

15 that Mr. Finkelstein was known, even at that time, for

16 being a bad landlord and for -- for evicting tenants.

17   So what happened after the -- our contract expired

18 with Mr. Finkelstein? He did exactly what he said he

19 wasn't going to do. He started -- he started sending out

20 letters to all of my tenants in the building saying that

21 we're going to do some renovations to the bathrooms and

22 kitchens, some needed renovations. Mind you, in my

23 building there was a fire in 2011, so we had an entire

24 line of apartments that had brand new bathrooms and brand

25 new kitchens, so there was no need for -- for any of this

1 to happen, right?

2   So the construction started, and as some of my --

3 my -- my neighbors were stating earlier, it was a

4 complete and utter mess. I mean, well, we had to share

5 one bathroom from the entire building. A lot of these

6 so-called renovations made the bathrooms and the kitchens

7 worse, right; they made them smaller. And then, it

8 caused for more maintenance of the building, which then

9 wasn't being done afterward.

10   So the construction was done inadequately. People

11 had to move -- people moved out. One tenant -- like

12 Yeniset Estrella earlier, her kids suffer from asthma.

13 She had to be put in a hotel during the construction.

14 Even my dog got sick. He was developing an ulcer in his

15 eye, and it cost our family $3,000, just that alone, just

16 from the dust from the construction. That's all the

17 stuff that we had to go through for years.

18   Then in 2013, we got the letter, we're applying for

19 an MCI increase. We're like, for what? MC -- for what

20 work? Of course. For the bathrooms and the kitchens.

21 So we did the whole appeal process, right? We through

22 the entire process and it was still granted.

23   Half of the work was done by our super, and the

24 other half was done by a subcontractor, which (audio

25 interference) work to take months to complete. Each

1 building had to share the one bathroom, like I said, and

2 at times, only one bathroom was available for both

3 buildings.

4   Once the work was completed, like I said, it was

5 smaller. It was shoddy. And like I said, even though

6 we -- we appealed, we -- we started a tenant asso -- we

7 have a tenant association, we went through the process,

8 it was still granted in 2018. The increases were over

9 1 -- it was about $1.3 million, and it was about $57 per

10 room. So in a -- so you could only imagine what that

11 does to people in my building, to get charged that much

12 and to have to go back home and deal with all these

13 shoddy work and no maintenance in the building.

14   So through the process, right, in -- in our

15 appeal -- and what do you -- you're -- you're -- you're

16 familiar with this as well because we've had this

17 conversation a few times -- Mr. Finkelstein made multiple

18 false statements in both his MCI application and in the

19 DOB filings related to the MCI work. He falsified -- he

20 falsely stated on his PW1s, to get the DOB approval for

21 the work, that there were no rent-stabilized tenants in

22 my building during the construction. He even stated

23 there were no occupied apartments during the construction

24 of -- and renovations of these bathrooms and kitchens.

25 That alone should cause a denial direct off-the-bat. If

1   you're falsifying documents, no, you shouldn't be allowed

2   to -- an MCI increase, but it was granted. If a tenant

3   would have lied on any government document, what do you

4   think would happen to the tenant, right?

5   So Mr. Finkelstein also listed -- also listed that

6   the general contractor, who received a million dollars,

7   was not the same as the contractor who went in the DOB

8   apartments, so he lied about who did the work. He tried

9   to explain the discrepancy by saying that the DOB permit

10 holders were subcontractors, right, which makes them --

11 but his unlikely explanation is still a violation of the

12 NYC construction code, which requires that the applicant

13 for a permit shall be the person who performs the work or

14 who retains the subcontractor to do the work.

15   We also checked the DOB's website and -- so the

16 person that was in charge of filing the -- the paperwork

17 for Steve Finkelstein was banned. Giovani Safada

18 (phonetic) was banned. He was the person who filled out

19 most of the PW1s for more than a dozen buildings, right?

20   So all of these falsified information equates to one

21 thing. Landlords could always lie and suffer no

22 consequences, no accountability. We are paying for these

23 rent increases. I have had neighbors move out because

24 they just can't take the rent increases, right? He's

25 already sending people suffering from the pandemic

1 letters stating that they owe rent, people that were

2 already dealing with the MCI rent increases for years.

3   Our case is still under par, and it's still under

4 review. So I would like for cases like our building, for

5 buildings that are under par with bathrooms and kitchens,

6 because in the -- in the new HSTPA, bathrooms and

7 kitchens no longer qualify as MCIs, I would like for

8 those cases that are under par to be reversed

9 immediately, because it's the right thing to do. If the

10 law states that bathrooms and kitchens no longer qualify

11 as MCIs then any cases under par should be reversed,

12 should be canceled. Especially -- because Mr.

13 Finkelstein is not the only landlord that does this --

14 especially if they falsify documents. It should be an

15 automatic disqualification for any landlord that lies.

16   And there's never any consequence for landlords and

17 my tenants, my neighbors, they're the ones that suffer.

18 They're the ones that are going through it. You heard

19 them earlier. I don't -- I -- I could -- I don't have to

20 speak for them. They could speak for themselves. We are

21 still suffering. We have lost generations of people

22 during this pandemic. An entire generation of elderly

23 people were wiped out. And now tho -- the ones that are

24 left have to deal with this. Not just the MCI increases,

25 but just overall dealing with the -- the -- the low

1 maintenance of the building.

2   So this is -- this is, like, a human right, man.

3 This is wrong. And I want the -- the DHCR should reverse

4 those cases that are under par and to reject this

5 reasonable cost schedule as-is and to start over with the

6 regulatory process that's going to include input from us,

7 from the tenants, from the ones that are living through

8 this, not from Mr. Steve Finkelstein and these landlords

9 that live upstate. They don't live in the Bronx. They

10 don't have to go through this. They have a giant

11 backyard that they get to enjoy. We don't have that.

12   We need for the DHCR to please listen to us, to

13 start the reasonable cost schedule over, right, and do

14 the regulatory process. No new MCIs until the HSTPA is

15 implemented. Hopefully, we -- we -- we could meet often,

16 more often, and you can actually hear us out and apply

17 our policy platform, which was created with members from

18 the community, from the city, from the state, actual

19 tenants.

20   But again, I wanted to just reiterate the fact that

21 landlords suffer no consequences. If -- if a tenant were

22 to lie or falsify government documents, they'll face some

23 severe, severe consequences, which we do not see when it

24 comes to landlords. If he lies on permits, automatic

25 rejection of MCIs. If he lies on -- on an application,

1 if he lied about who he contracted -- if he lied about

2 who he's contracting, obviously, the money that he's

3 saying he spent can't be accurate because if it were,

4 then why are you lying? The only reason they're lying is

5 so they can do these fake renovations, jack up the rent,

6 and push all of my neighbors out. Push everybody out

7 that can't afford the rent. We know that's the case here

8 in New York. We know that's the case here in the State

9 of New York, all over the country. We have the

10 opportunity now to really make a difference.

11   We ask that you please reject the regulatory

12 process. No new MCIs. Woody, I hope to see you soon.

13 And I'm going to -- I'm going to -- I'm going to stop

14 speaking. I could -- I could keep going for hours.

15   MR. PASCAL: Appreciate you, Juan Nunez. Appreciate

16 you. Thank you very much for testifying today.

17   MR. NUNEZ: (Audio interference) All right. Thanks.

18   MR. PASCAL: Our next scheduled speaker is Rebecca

19 Molina from Catholic Migration Services.

20   Ms. Molina, you've just got to unmute yourself.

21   MS. REBECCA MOLINA: (Spanish spoken).

22   MR. PASCAL: There you go. Okay.

23   THE INTERPRETER: I'm just explaining to Ms. Molina

24 that this is going to be interpreted, so if she can put a

25 thought together of two or three sentences, and then she

1   can stop and I will translate, okay?

2   MR. PASCAL: Thank you.

3   MS. MOLINA: Hi. My name is Rebecca Molina. I

4   belong to Catholic Migration Services, and I live at

5   43-43 91st Street (sic). I've live there for about 21

6   years, and the owner of my building is VIP Realty.

7   Since 2008, we've been paying increments in our rent

8   due to a door that was installed in the building. That

9   door doesn't even reach the amount of $3,000, and a

10 camera system that isn't even safe for our security. The

11 door was changed because it was previously kept open and

12 it kept on opening on its own and it wasn't safe for us.

13 The new door does not work with the current key that we

14 were given. It deactivates every three to six months and

15 then we must travel all the way to Manhattan to activate

16 the key once again. The office would control the amount

17 of times we would enter and leave the building. It had

18 total control over our whereabouts and comings and

19 goings.

20   Ever since then, we've lived with this door, which

21 they supposedly fixed, but that's not the case because it

22 is broken down every so often. It remains completely

23 open and to the whereabouts (sic) that anybody can come

24 and go and enter the building and the key is also a

25 problem because it does not work with the lock. To even

1 turn the key or adjust the lock so it stays closed is not

2 possible, as the door is way too heavy.

3   Aside from the maintenance and the service that

4 we're supposed to receive, it's supposed to be a building

5 that provides this without any extra cost. It is a door

6 for which we continue to pay and it remains open. It's

7 still without being fixed and it's something that is

8 essential. It should be included in our rent, but what

9 happens? It is not functioning.

10   And who ends up paying for this? We do. The

11 tenants. Why, according to you, should we pay for

12 something that should be taken care of on behalf of the

13 owner? And on top of that, we're paying for a service

14 that isn't even secure. It's not safe. And now,

15 especially during this pandemic, where we find strangers

16 inside the building, and we now have to pay for this

17 also? Is this not fraud?

18   In concern to the cameras that they installed in

19 2008, we did not even ask for these cameras. They didn't

20 even ask our permission. They were just merely

21 installed. And we thought for a moment there, hey, maybe

22 we could -- be used for our security, it could be safe

23 for us, but that's not the case. They don't even

24 function, we don't even have access to them, and on top

25 of that, they use them against us.

1   As I mentioned earlier, the front door is always

2   open and strangers can go inside and out of the building.

3   There's many incidents that have taken place. Many years

4   ago, an elderly person was attacked by strangers. This

5   took place in the patio, by the entrance. They beat this

6   elderly person. They messed him up pretty bad. And then

7   we went, we tried to go get the video so we could take

8   action, and what happened when we went to do that? They

9   told us that the cameras weren't functioning. How is it

10 that we are supposed to pay for something that we did not

11 ask for, we didn't request it, and it's supposed to be

12 for our safety, yet it doesn't function? I think I call

13 that fraud.

14   Last year, as neighbors, we got together to try to

15 resolve this issue and to gather some complaints. And we

16 expressed to the representative for the Catholic

17 Migration Services about this door that's not working.

18 The next day, the super came, yelled at us very angrily

19 and told us that we could not have gatherings, for we do

20 not pay for the common areas that are inside the

21 building, and that the video showed that I had damaged

22 the door and that they were going to proceed legally and

23 take me to court. So therefore, the cameras don't work

24 for our security, for our safety, but they do work for

25 them to be harassing us. And once again, we are paying

1 for something that we did not request, we did not ask for

2 it, and it's of no use to us, but it is used against us.

3 Do you guys approve this type of increase and fraud?

4   Now the Department of Housing is trying to generate

5 a new listing of expenses as a part of a change that we

6 won last June, but they're going about this process the

7 wrong way. Everything in favor of the landlords. They

8 did not just include contractors or companies that favor

9 the landlords with higher pricing, but they failed to

10 include contractors or companies that are more affordable

11 and that favor the people in the housing.

12   Without any kind of consideration or any kind of

13 opportunity to consult with other companies that might be

14 more affordable, they want to include these more

15 expensive companies so they can favor the landlords and

16 give them higher expense sheets. They want to,

17 basically, make this something that's not in favor of the

18 people that are being housed here. They just want to

19 make it in favor of the landlords. And there's not a

20 public audience so we can express ourselves and speak

21 about budgets and any kind of issues that are facing us.

22   The way this process is being brought about, it

23 facilitates the landlords to simply lie about the costs.

24 This is why I call this to your attention, and I speak on

25 behalf of my building that we are not in agreement with

1 any of this. We demand a process that's just and fair.

2 Don't think that because we are in the middle of a

3 pandemic, we are not aware of what's happening.

4   We also want to express our demands. If there's an

5 application for MCI, it is being done fraudulently. It

6 is not real, and this application should be denied to the

7 landlord. But they should also be denied for applying

8 for another increase for the same type of work that was

9 already supposedly done. Not allowing landlords or

10 owners with violations of C and V (sic) to apply for MCI.

11 You guys have the obligation and the duty to deny these

12 landlords to once again reapply for MCI for the same

13 types of issues, once again, and also to eliminate the

14 increments and the increases in MCI when the owners and

15 the landlords do not maintain the buildings, and also to

16 provide access to information and issues in different

17 languages. All of this would better our livelihood and

18 would better our way of life, and it would give us the

19 right to be heard and to better our housing in a

20 dignified and secure manner. Thank you very much.

21   MR. PASCAL: Thank you, Ms. Molina.

22   Our next scheduled speaker is Council Member Keith

23 Powers, who represents the 4th District in Manhattan.

24   MR. KEITH POWERS: Hello, everybody. Thank you for

25 taking the time today and -- for the public hearing. I'm

1 City Council Member Keith Powers. I represent the 4th

2 Council District in New York City, which is mostly the

3 east side of Manhattan. I'm speaking both, today, as a

4 rent-stabilized tenant myself and on behalf of tens of

5 thousands of rent-stabilized tenants I represent in the

6 Fourth Council District, including my neighbors in

7 Stuyvesant Town and Peter Cooper Village I think you have

8 already heard.

9   And I want to thank the Stuyvesant Town and Peter

10 Cooper Village Tenants Association, the president, Susan

11 Steinberg, the vice president, Greenberg, for their

12 tireless advocacy on behalf of our neighbors and their --

13 and our community, and of course, my colleagues in the

14 state, Harvey Epstein, State Senator Brad Hoylman, and

15 the rest of the state legislators I've heard, who were

16 testifying here earlier today, and whose work culminated

17 in the passage of the Housing Stability and Tenant

18 Protection Act of 2019, which was a much-needed victory

19 for tenants in New York, after a long period of waiting

20 for that day to come.

21   I want to add my voice to this as well and implore

22 you today not to undermine those historic reforms

23 instituted just last year in the S -- HSTPA by adopting

24 this schedule for reasonable costs. The schedule for

25 reasonable costs proposed this summer is far too generous

1 towards landlords and it's providing allowable costs that

2 exceed the actual costs for MCIs currently, which

3 would -- I believe would perpet -- perpetuate the cycle

4 that's led to unsustainable rent increases through MCIs

5 at a time when tenants can definitely not shoulder

6 additional burdens. I'll just speak from personal

7 experience for a second.

8   Growing -- being a lifetime resident of Stuyvesant

9 Town and Peter Cooper Village -- that's where my home is

10 right now -- we have been saddled with MCIs for far too

11 long. And I believe that the tenants association has

12 provided this data, but right now, there are a number of

13 MCIs that are on people's rent bills and there are almost

14 40 that are pending in our neighborhood right now.

15   This has been a process that has been fraught with

16 overcharges for years, that enable landlords to raise the

17 rent on stabilized tenants beyond the levels that many

18 can afford. And as we're fighting each year on the rent

19 guidelines board increases, this is another way the

20 increases come in. And they really do have meaning; they

21 really do add up to being unsustainable for many tenants

22 in my district.

23   The HSTPA sought to address this and I think -- and

24 very clearly meant to address this by mitigating the

25 extent to which rent increases from MCIs could be applied

1 to tenants, but it's critical that the regulatory

2 implementation of these reforms follow the spirit of that

3 law's passage. And for somebody who was advocating in

4 Albany to my colleagues for the passage of this

5 legislation, MCIs was a critical component of it, and I

6 know they intended to keep those costs to be minimal to

7 the tenant.

8   You've heard the analysis from the tenants

9 association so I won't go through that, but I do want to

10 say -- and I'll just conclude at this point, which is

11 that tenants are struggling right now to pay the rent.

12 No matter what the amount is or -- or whether -- what the

13 state of the MCIs are. People are in a emergency

14 condition right now, and that is in my neighborhood as

15 well.

16   Going back to Stuyvesant Town and Peter Cooper, we

17 have vacancies because people have vacated their

18 apartments, not being able to pay the next month's rent,

19 have fled the city. And for many of the folks who have

20 stayed are still con -- con -- considering how they'll

21 pay the next month's rent. And we're talking about a

22 predominantly middle class neighborhood here. I can only

23 -- I can't even imagine what it's like for colleagues who

24 are -- don't -- don't even have income levels that meet

25 the ones of my district.

1   It is important that we meet the law where -- as it

2   was intended and we maintain these MCIs to be affordable

3   and not to be outrageous in the way that they are passed

4   along or the way they are represented in the regulatory

5   part of this equation.

6   So I'll leave it at that. I do thank you all. I

7   know it's been a long day, so I'll keep my -- I'll try to

8   keep my time at that. I know -- I thank you guys,

9   always, for the work you're doing. I know these are

10 complicated issues. But I can speak on behalf of

11 thousands of tenants in my district, that the MCI was

12 such a big part of the equation when it talked about

13 regulator -- rent relief, and this seems to be taking a

14 step backwards. So I ask you not to do it and to

15 reconsider the current schedule. Thank you.

16   MR. PASCAL: Thank you, Council Member. Appreciate

17 it. Thank you.

18   So looks like we have a break. There are no

19 scheduled speakers until 4:20. So we'll come back at

20 4:20

21   (OFF THE RECORD)

22   (ON THE RECORD)

23   MR. PASCAL: All righty. Good afternoon. This is,

24 again, the ORA virtual hearing for the schedule for

25 reasonable cost for major cap improvements. Our last

1 speaker is New York State Assemblyman Brian Barnwell.

2   Good afternoon, sir.

3   MR. BRIAN BARNWELL: Good afternoon. How are you?

4   MR. PASCAL: Good. Thank you.

5   MR. BARNWELL: I'll try to get this out of the way

6 real quick. Sorry for -- for making you guys come back.

7   MR. PASCAL: That's no problems. That's no problem.

8 We're here to serve. We're here to serve.

9   MR. BARNWELL: That's -- that's -- that's true.

10 That's true.

11   So as you said, my name's Brian Barnwell. I am a

12 New York State Assembly member in District 30. It

13 encompasses Astoria, Woodside, Long Island City,

14 Sunnyside, Elmhurst, Rego Park, Middle Village, Maspeth,

15 so a kind of diverse neighborhood there. And I don't

16 want to keep repeating what everyone has said, but I

17 wanted to make some points that I feel that we've -- I've

18 been experiencing as -- as representative over the last

19 four years.

20   I would say for every ten complaints that we receive

21 at the office, eight of them are housing related. Many

22 of these are tenants threatened with eviction, violent

23 threats, and/or deportation proceedings, even if they're

24 citizens. And tenants are not speaking up, many of them,

25 because they're scared. So these are problems that we

1   face in the background of the issue.

2   And I'm going to be honest. I'm deeply concerned

3   with any broad language for the determination for

4   reasonable costs. You know, it must be based -- the --

5   the -- the cost must be based on affordable housing

6   preservation standards, which is in the spirits of the

7   9 -- 2019 reforms. I was a member -- I was a member at

8   the time, obviously, of the assembly during those

9   reforms, so I could speak -- and I'd be happy to answer

10 any future questions, obviously, about -- about the

11 reforms and -- and what we were -- we were envisioning.

12   But you know, for example, 2019 doesn't -- the --

13 the -- the reform has already passed. It doesn't make

14 any mention of a waiver process, and you know, the

15 process that -- unless I'm reading it incorrectly, the

16 reasonable cost schedule, right now, you know, would have

17 that in there. So that's a problem, obviously. It just

18 goes -- it strays from the -- from the intent of the

19 legislators, I would say.

20   And -- and then -- and furthermore, I want to say

21 this and, you know, I know it's not necessarily the issue

22 here, but you know, we all hear the words reasonable and

23 affordable thrown around in New York City for --

24 especially in housing, but you know, as you know and as

25 many know, like, for example, the AMI of an area is -- is

1 radically different than the regional AMI number for --

2 for a housing project, for tax breaks. So the word

3 "reasonable" is very concerning, in general.

4   But just in general, I also wanted to kind of just

5 show you guys that, you know, I'm aware of this and I've

6 heard this, but just again, from four years of my

7 experience being in the assembly and, you know, with MCI

8 specifically, with the housing issue, you know, language

9 access is extremely important here, especially being in a

10 city -- obviously New York City, over 100 languages

11 spoken, but MCIs that I've seen, most of them sent out to

12 the tenants in my -- in my buildings, in my area have

13 been in, really, English only, maybe Spanish. So you

14 know, how can individuals really object to an MCI when

15 they have no idea what the paper says? That's obviously

16 a big issue.

17   You know, also paperwork that does say, for example,

18 you know, you have 60 days, 90 days, et cetera, et

19 cetera, 30 days, you know, depending on when the

20 note -- what notice it is and when they send it out, to

21 object. However, people are confused that, you know,

22 they -- and they're told, not by everyone, but by a lot

23 of landlords, they say, oh, you know, you just have to

24 object to me and we have it down. So obviously, you

25 know, there's some disconnect of where the objection has

1   to truly go for it to be formal.

2   Also, I think that the system that is put in place

3   should have some, you know, new-technology type of ways

4   to submit additional evidence, like video, for example,

5   of work being done or not being done, or pictures, et

6   cetera, on a -- on a website or database.

7   I also think that -- again, I know with budget

8   constraints and whatnot, I mean, that's, obviously, where

9   Albany comes in and, you know, also feds and -- and city,

10 but I think that DHCR should send, on their own, the

11 approved amounts for each, individual building so a

12 tenant gets it in their -- their mailbox. You get

13 something from the landlord, you go, oh, okay, this must

14 be correct, or hey, I better listen. But if DHCR sends

15 them a document saying exactly what the cost, additional

16 cost, would be, at least they can compare and see, hey,

17 you know, this landlord's saying it costs -- I'm making

18 up a number -- 100 bucks. This DHCR is saying it costs

19 50 bucks. What -- what's the discrepancy here? So

20 that's something I think that DHCR should definitely do.

21   Kind of want to jump ship to more about penalties.

22 Again, I -- I can't speak more in favor of holding people

23 accountable for, you know -- not like a -- and I'm not

24 saying this is being done, but in general, I think

25 individuals who commit a crime, you know, and especially

1 filing false statements in this regard, should be held to

2 the highest extent of the law, and the -- the provisions

3 should be enforced.

4   So for example, if -- if somebody comm -- has

5 committed -- if the landlord has committed fraud on an

6 MCI, personally, in my opinion, they shouldn't get a

7 second one. They shouldn't get an opportunity to have a

8 second MCI approved if they previously had been, you

9 know, find -- found that the previous -- the previous MCI

10 was fraudulently done, or there should be, at least, a

11 severe amount of time that should have to go forward

12 before a second MCI should be approved. Obviously, if

13 they have outstanding violations, housing violation,

14 coding violations, on anything in any of their buildings,

15 I think that they shouldn't, also, get an approved MCI

16 for a second building or third building or fourth

17 building.

18   I also think that -- you know, it is something that

19 I -- I -- I have legislation on. I -- I personally

20 think -- I know we -- we approved only a certain amount

21 under the recent 2019 reforms, but I truly think that any

22 and all MCIs that are approved should all be inspected

23 afterwards: 100 percent, not 25 percent. All MCIs

24 should be -- anyone that's been improved they should --

25 they should have to be inspected.

1   If -- in regards to, well, it costs too much money

2 to inspect these things, which, again, I understand, then

3 it should come out of -- it -- it should be an added fee

4 on the application, or something like that of the sort,

5 that the landlord has to put in there to cover expenses,

6 reasonable administrative expenses, for people to -- for

7 DHCR to go about and make sure that the work is being

8 done by the right -- right individuals, and also by, you

9 know, the -- the proper things are being done.

10   I also think that, again, landlords who have

11 hundreds of properties throughout the city or -- or a

12 billion doll -- billions of dollars, however you guys

13 want to phrase it, should not have the M -- MCIs

14 approved. They -- they're billionaires. They're

15 trillion -- they're not trillionaires. They're

16 billionaires -- well, some may be trillionaires --

17 they're billionaires. They don't need the government to

18 give them money to improve the building if they're

19 billionaires or if they have hundreds of properties.

20 I -- I just don't see that.

21   Again, there has to be some cost analysis where I'm

22 assuming that at some point, that -- that is -- that is

23 true, where if they have enough money, they can improve

24 the building and still make a reasonable profit, as well.

25   On top of that, I think that, again, I've kind of

1 mentioned this before, DHCR should publish or keep some

2 database of -- of landlords who have outstanding MCI

3 violations, and again, if they should be -- if they are

4 proven to have committed fraud on an MCI, they should not

5 be granted future MCIs.

6 I think rent history should be sent out by DHCR. I

7 think people are -- again, there's some legislation out

8 there on the -- on the state level that people don't have

9 their rent history, and it's hard to figure out how much

10 they really -- it's hard enough for lawyers to figure it

11 out, really, what someone's rent hist -- rent should

12 really be, let alone individuals not versed in the

13 housing laws.

14 I think this is important as well: narrow the list

15 of eligible MCIs to allow MCIs only related to issues

16 that are in the law. For example, roofing, heating,

17 heating systems, window, and electrical wirings. I think

18 that's kind of the base and that's where it should stay,

19 and not further expand into other things. Basically,

20 what is truly needed, and it should be defined. It

21 should be defined 100 percent specific. Again, I

22 mentioned this earlier, I don't think waivers should be

23 allowed, under the reasonableness of what you guys are

24 considering, and based on the intent of the legislators

25 of 2019.

1   And I want to throw this in there. Again, I worked

2   on many pieces of legislation with MCIs, some removing

3   MCIs all together, some being, you know, more closer to

4   what the law actually -- we passed, but I think that the

5   two percent cap should be for all MCIs, not just for

6   2012, and I don't think that violates the Takings Clause

7   of -- of the Constitution.

8   And again, I know threw a lot out there. I tried to

9   be quick. I know a lot of it also didn't necessarily go

10 to the specific issues at hand here, but you know, when

11 you -- when you -- when you have the opportunity, you

12 know, you might as well throw it out there.

13   So again, I know you guys face a lot of challenges

14 and issues, but again, that's just from me, a legislator

15 who has dealt with four -- four years of on-the-job of --

16 of -- really, of housing issues. We all know there's a

17 housing crisis. We all know that. Especially now, even

18 more so. Again, I just wanted to throw it all out there,

19 kind of, just, throw out everything into -- into -- to

20 you guys.

21   So I appreciate your time and I appreciate you guys

22 sticking around until -- until after -- you know, 4:30.

23 So thank you again, and I hope you consider my testimony.

24 Thank you.

25   MR. PASCAL: Thank you, Assemblyman. We appreciate

1 your advocacy. Look forward to working with you.

2   MR. BARNWELL: Likewise. Thank you so much.

3   MR. PASCAL: Thank you.

4   So this concludes the Office of Rent

5 Administration's virtual hearing for the schedule for

6 reasonable cost for major improvements. Again, I'd like

7 to thank Assistant Commissioner Bureau Chief Anthony

8 Tatano, Deputy Bureau Chief April Gray-Huertas, Michael

9 Berrios, senior advisor, and Cherell Beddard, special

10 counsel to the Office of the Deputy Commissioner, and to

11 all the others who helped make this a very successful

12 hearing.

13   Appreciate you all. Thank you very much. Be well

14 and be safe. Thank you.

15   [END RECORDING]

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1   C E R T I F I C A T I O N

2   The prior proceedings were transcribed from audio

3   files and have been transcribed to the best of my

4   ability.   I further certify that I am not connected by

5   blood, marriage or employment with any of the parties

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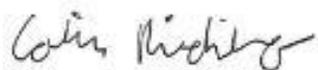
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12   Date September 17, 2020

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