

**THE NEW YORK CITY COUNCIL
COMMITTEE ON HOUSING AND BUILDINGS PUBLIC HEARING #T2017-5812**

TESTIMONY OF THE 138 WEST 117 STREET TENANTS ASSOCIATION

April 27, 2017

Clarence Parker Jr.

I moved into the building in 1983 as the superintendent – we entered into the TIL program in 2000. We were told we would have to go to 100 Gold Street, sign a contract of agreement for TIL to become a tenants association. We were to have monthly meetings and do financial reports, and provide maintenance in order to comply with the rules and regulations of TIL, which changed every 2-3 years. It would take 3-5 years to be relocated and moved back into the building. In 2003, HPD brought moving supplies and tape... and we were told that we had to prepare to move within 3 months and that renovations would begin within 2-3 years.

Free storage was to be provided for all occupants. The tenants were to prepare to be displaced for the duration of the rehabilitation of the building and the tenants would be relocated to another location in Manhattan and/or Bronx. None of the tenants were relocated but we did receive other relocated tenants from other buildings in the TIL.

Capital improvement program made repairs from roof to the basement. Tenant Association had to pay the homeowners association for scaffolding due to inconveniencing them by the scaffolding on the street. Windows were replaced with double paned glass. The building has an issue with the stability, building bricks not weather proofed, middle of building is starting to settle (sagging). We still have a rodent infestation due to lack of funds to maintain a monthly exterminator. Because of 136 W 117 – Building was torn down at this address years ago, a driveway was put in its place. 18 inches of this space is for our

building – with that being said, water is now going into oil tank due to them drilling a hole and attempting to secure their fence to the driveway.

There are sink holes in the basement from HPD fixing sewer lines in the basement because they didn't properly fill in the repaired space causing sinkholes. We still have no news or updates at the last meeting at the Jack Dempsy Center. There have been new rules put in place which focus on compliance with financial reports, paperwork for non-payment of rent, keeping repair records (non-urgency and emergency).

I have all documentation upon request.

HPD Officials:

Building coordinator – Ms. H Lindo, Jose Mindez,
Yvette Philips –sent to check out a vacant apartment
Current coordinator: Ms. Michellene Hanks-Bush

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TESTIMONY OF THE 102 EAST 98th STREET TENANTS ASSOCIATION

April 27, 2017

Evelyn Arroyo

In the early 90's Housing Preservation & Development (HPD) initiated a number of meetings in this neighborhood with an eye toward attracting tenants who were willing to self-manage their own buildings. HPD offered tenants a variety of programs that would ultimately result in renovated affordable rental housing. In fact, one of the key programs offered to us was the Tenant Interim Lease program (TIL), which would enable tenants to become owners of their apartments within five years.

As originally spelled out by HPD, under the TIL program tenants were required to self-manage their building for a period of five years. At the end of the five-year period, the building would be renovated. HPD promised us that once renovation was completed each tenant will be able to buy his or her own housing unit from HPD for \$250.

To date, our building has been self-managed under the HPD program for twenty years. Of course, at the time our building joined HPD, East Harlem was not as attractive to live in as it is today. Nevertheless, the tenants accepted the challenge and started managing the building. HPD required the tenants to take management classes given by the Urban Homesteading Assistance Board (UHAB). Unfortunately classes were overcrowded and not planned well.

The only experience tenants had with UHAB was attending its yearly election for HPD coordinators. What's more, during the first few years, the only assistance our building received from HPD was help with fuel cost—which is our biggest expense. Besides that, HPD has provided very little help with all other matters throughout the years.

Some years ago TIL personnel came to our building to survey the structure and take measurements as part of the first step in the renovation process. Believing that the building's renovation was finally on its way, three tenants packed their belongings and were poised to move to newly leased apartments across the street. Months went by without hearing from HPD that no one would be moving out. In spite of the fact that our building has been in the TIL program for twenty years, HPD has not resolved any of the matters that are preventing our building from advancing to the renovation stage. In fact, a while ago, our building's Tenants Association found out that tenants from other buildings had left their apartments prematurely and were never able to move back into their old apartments.

Consequently, tenants are now much more cautious about how HPD operates and what its plans for buildings in the program really are. Without giving us any notification, HPD has recently clustered a few buildings including our own into HPD's Affordable Neighborhood Cooperative Program (ANCP). None of the tenants agreed to this change. Our input was never requested. Again, questions linger. Why was the building placed in ANCP? After twenty years in TIL what does this change really mean? Until this day, tenants have never been informed about any of the particulars regarding ANCP.

Right now, our building is in need of major repairs. The only thing that HPD has told us is to go ahead and repair. However, if we move to repair at this time, we will exhaust all of our revenue. During the past twenty years, Tenants Association officers have never accepted any fees for managing the building. This is the only reason we've been able to save some revenue. Since the Tenants Association has clearly shown HPD that it can manage a building way passed the five-year period originally stipulated in the program, it is incumbent upon HPD to step up to the plate and assist us with repairs and honor the original contract given to us.

HPD needs to fulfill its responsibilities to us instead of transferring our building into a different program that we know nothing about. We remain baffled as to why HPD has not fulfilled its promises. HPD is fully staffed and well financed. So what's really going on at HPD?

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TESTIMONY OF THE 1508 AMSTERDAM AVENUE TENANTS ASSOCIATION

April 27, 2017

Juan Lara

Mi nombre es Juan Lara, del 1508 Amsterdam Avenue. Nosotros entramos al programa TIL en el 1998.

En el año 2008 nos mudaron para que HPD pudiera comenzar la rehabilitación del edificio y regresamos en el 2010.

Ya estamos en el 2017 y todavía estamos esperando terminar el proceso para finalmente hacernos dueños de nuestros apartamentos.

En septiembre del 2016 nos dijeron que ya todo estaba listo para firmar los documentos. Eso nunca sucedió. Ahora, en la última reunión que tuvimos con HPD este año, unos mese atrás nos dijeron que íbamos a firmar este año, pero no sabemos en cuál mes.

Necesitamos que se nos informe por escrito en cuál mes, exactamente, es que esto va a suceder. Estamos cansados ya de que se nos digan tantas mentiras.

Translation prepared by PA'LANTE Harlem

My name is Juan Lara, of 1508 Amsterdam Avenue. We entered the TIL program in 1998.

In the year 2008 we were relocated so that HPD could start the rehabilitation of the building. We returned in 2010.

We are already in 2017 and we are still waiting to finish the process to finally become owners of our apartments.

In September of 2016 we were told that everything was ready to sign the documents. That never happened. Now, in the last meeting we had with HPD this year, a few months ago, we were told that we were going to sign this year but we do not know in what month.

We need to be informed in writing on what month exactly is that this is going to happen. We are tired of being told so many lies.

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TESTIMONY OF THE 107 WEST 105th STREET TENANTS ASSOCIATION

April 27, 2017

Lorraine Baez

My name is Lorraine Baez , I moved into 107 West 105th Street back in 1987 and twelve years later in 1999 our building was accepted into TIL. In 1999, we were visited by two gentlemen from the HPD office, both of whom came to our building, located at 107 West 105th and addressed the tenants about the process on how the TIL program works. We were told during that time we could purchase our apartments for \$250.00 and become home owners.

While we were at the meeting, the tenants were told they would have to take the TIL classes in order to participate. Renovations were set to begin within Three to Five years. Fast forward 18 years, and we are still waiting for renovations to start.

Now I would like to tell you about the building conditions. The building was a rat infested with no super. No heat throughout the building and the boiler was always broken. I began writing and sending letters to HPN in 1988. I received a letter from Ann Marie Hendrickson in 1988 advising the boiler was finally fixed and since then, HPD has been a slum lord. The roof is still leaking and which is causing mold to grow throughout the premises.

We have received little to no updates on the apartment other than being advised to take new account classes. Your honour, I do have all documentation supporting these statements and am happy to provide them to you.

Our building hasn't been on probation since 2001 and that was the only time this happened.

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TESTIMONY OF THE 158 SOUTH 4th STREET TENANT ASSOCIATION

April 27, 2017

Marnie Montalvo

My name is Marnie Montalvo and I am part of the 158 South 4th Street Tenant Association, we have been in the TIL Program for over 18 years. We were relocated over 9 years ago, and were told our renovations would take only 2 years. It has been over 9 years now and we still have no idea on when we will be able to go back to our home.

Our belongings have been in storage for the last 9 years and we have never been given access to it. The city moved us because our building was shifting and was not good or stable place for us to live. HPD has not provided us with any updates! As a tenant assoc, every time we have a meeting with HPD, we ask for an update on the renovation and we are told there is no money, or that our building is small and they are focused on renovating bigger buildings with more units.

We have had meetings with Mr Luna in the beginning, then Vivian Louie and Adrice Miles. We have been put on probation for elections, and were told we were not in compliance. This in fact was not true since we held the elections in 100 Gold St, at which HPD had no paperwork. We had all according paperwork with us at the elections and had to resubmit it again, which in turn was removed, this situation happened twice.

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TESTIMONY OF THE 161 WEST 140th STREET TENANTS ASSOCIATION

April 27, 2017

Radiah Small

My name is Radiah Small. I was originally a tenant of 1171 Clay Avenue in the Bronx. I lived there for 10 years. Until on 11/12/13, I and my 5 children were burned out. By a fire started by relocated tenants that HPD forced us to host as tenants even though we opposed it. I then had to go to a shelter in Harlem for 5 months while a new apartment was ready for me. HPD was unsympathetic, they were the second group at the scene the next day after the developer was there first. No one's belongings were replaced. They also refused to repair the damages. Which were mostly water and cosmetic damages. After everyone was forced to move out they immediately sold the building to a developer.

I now reside in 161 West 140th Street in Manhattan. I'm on the Board and serve as the Secretary. Since becoming a tenant there in April 26, 2014 I have had experienced living in substandard and deplorable conditions. Within the first eight months I had a bedbug infestation, which is throughout the building. HPD was aware and did not let the tenants from my old building know prior to our moving in nor did they exterminate. I've had a rodent problem throughout the 3 years that I've lived in the building constant mold and leaks from the roof.

Most recently in October we were without heat and hot water for over 3 weeks. HPD did not step in until the tenants reached out to PA'LANTE Harlem to advocate for us. However the boiler has still not been replaced and is over 30 years old.

The building was originally in the TIL program in the late 70's they then re-entered the program in 1997. We are still waiting for renovation. The worst part of it is that tenants are intimidated by HPD to organize or join the coalition due to fear of not being renovated or even having the building sold to a developer.

We ask that the elected officials take another look at the program and give the remaining buildings a date for renovation and a promise for tenants to return in a reasonable length of time. At a fair price and be allowed to buy their apartment at the original agreed upon price of \$250 without a 30 year mortgage.

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TESTIMONY OF THE 79 POST AVENUE TENANTS ASSOCIATION

April 27, 2017

Rosa Rodriguez

My name is Rosa Rodriguez, I am the President of the 79 Post Avenue Tenant Association. We entered into the TIL program in 2004 for the agreed cost of \$250.00 and were set to begin TIL training.

We were told by the HPD that we would be relocated and renovations would begin on our building within the two years from integrating into the TIL Program in 2004, none of which occurred. The plan was to renovate the entire building and apartments for mold and destruction. Despite the promise of renovations, we have continued to do our own repairs in order to maintain the functionality of the building.

On November 2016, Mr. A Milers (TIL, building Coordinator) met with our tenants to inform us that we were ready to be relocated and to stop all repairs that we had scheduled for our building.

January of 2017, we receive a letter from Ms. Christine Uretzlaff O'Connell – Director (ANCP) informing us that our building was selected for the participation in HPD's ANCP, with a date for an appointment to attend the kickoff meeting on February 22, 2017 @ the NMIC's Office.

On February 22, 2017, we were presented with the new program agenda by Christine Uretzlaff, HPD, Ydanis Rodriguez HDP, HDFC, and a group of developer/Sponsors NMIC. At this time, we were notified that we would be relocated in two and half years. We can provide all documents to support the above statement.

Here is the list of officials that we dealt with and/or seen during our time entering the TIL program:

Building Coordinators:

Andrew Miles, Xiomara Mena, Rosario Veras,

Ydanis Rodriguez – NYC Council (current)

Miguel Martinez - NYC City council 2004

Victor Hernandez, R Echavarria, Rene Martinez - HPD/TIL

H Missak, Cristina Correa, Ana Inigo, B Miller.- Finance

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TESTIMONY OF THE 503-505 WEST 140th STREET TENANTS ASSOCIATION

April 27, 2017

Edward Torres

In 2003 we joined the TIL Program with the promises that we would become co-op owners of our apartments. The offer included relocation services to other HPD building's while our building underwent a gut rehab. When we returned to our building the apartments would be renovated, and we would be offer the opportunity to become co-op owners of our apartments for \$250. In the agreement, UHAB promised to train us on building management and all tenants would be capable of becoming members of the board.

Until now, none of the above has materialized. The price of the Co-op has gone from \$250 as originally promised, to \$2,500. We did not receive anything in writing under The Freedom of Information Act to show us how these changes have been implemented. The lack of support from HPD and UHAB has resulted in an attempted hostile takeover of our building by the West Harlem Group. We reached out to PA'LANTE Harlem, with their assistance; we were able stop the hostile takeover. In addition, were able to get HPD to repair the roof that had been leaking for 5 years.

Moving forward, due to lack of repairs the hallways of our building are dilapidated; we were forced to do emergency repairs to staircases as a temporary solution that our Tenant Association cannot afford.

The info provided by HPD upon entering the TIL program it clearly states that we are able to rent vacant apartments and commercial spaces, however HPD has not complied. I was contacted by Patrice Mompoin, head of the compliance division for HPD TIL program, with news that we have fallen out of compliance for not receiving financial reports since December of 2015 for our building. I sent her an

email informing her that we did not receive the new financial report template on May 21st.

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TESTIMONY OF THE 615 WEST 150th STREET TENANTS ASSOCIATION

April 27, 2017

John Delfish

The building entered into the TIL program in 1996. In 2007 at the ATA Meeting with HPD's Victor Hernandez and Rufus Harvey, Mr. Hernandez assured the building was scheduled for renovations in the fiscal year of 2008. It is now 2017 and HPD has changed the original program and claims not to have the funds to rehabilitate the building.

Consistent with what Victor Hernandez said, HPD had the budget to start the rehabilitation; tenants would be relocated starting in 2008. That year 15 families were relocated. Their belongings were put into a storage facility, paid by HPD. Tenants do not have access to their belongings and are unaware where the facility is located.

Out of the 15 families relocated in 2008, eight are still living in HDFC's (used to be nine but one had passed away). The relocated families pay their usual TIL rent to their tenant association, which then pays HDFC's to be reimbursed by HPD ever two months of the difference. Between the TIL rent and the HDFC rent, which is almost 4 times higher the monthly payments to the HDFC, the current amount is \$9,699.12, which is \$116,389.44 a year. In eight years the total amounts paid is \$932,115.52 without taking into consideration what was paid for the tenants who passed away during relocation, nor the storage fees.

HPD does not recognize the sweat equity of the tenants who through the years have not had their apartments painted, suffered comfort deprivation, have been relocated to apartments that are not adequate for them (ie. Senior citizens with arthritic knees in a 4th floor walk up). HPD is behaving like one of the worst landlords, letting their buildings deteriorate, letting TA's reserve accounts to be depleted by not allowing the TA to rent the vacant apartments.

HPD must honour the original contract and rehabilitate the building using Federal and city funds, sell the shares of the formed corporation to the tenants and allow the successful TA to run the building in the way they have been doing for almost 20 years.

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TESTIMONY OF THE 48-50 CONVENT STREET TENANTS ASSOCIATION

April 27, 2017

Miguel Zapata

As a former leader of the Tenant Association I would like to point out that our two buildings 48-50 have now been combined into one building. I have resided at my apartment at this address since 1986. Our Tenant Association is greatly fractured due to the dwindling number of tenants. For Example in building 48, of the 20 apartments only 8 people are living in the entire building; in apartment building 50, 9 people remain. Out of this number only 5 people currently support and are active in the tenants association.

The HPD has tried many tactics to empty our building as quickly as possible. HPD put a policy in place without the tenants knowledge that if the rent was not paid on the first day of every month and the first day only, their rent would not be accepted, under any circumstances thus placing them in arrears in their rent when in fact HPD simply would not accept their money.

HPD has made no effort to conceal the fact they wish to take over this property. They first moved to merely monitoring the Tenant Association bank account every month. Now starting a year ago they successfully blocked the account to where the tenants no longer have access to their own bank account at all.

HPD has also changed paperwork the building needed to keep it updated for their files by either changing type of paperwork or when it was due. This tactic is a constant, but I kept it in good standing by:

(A) Always paying rent on time and helping as many of my fellow tenants as I could to stay informed.

(B) When my apartment needed maintenance, I undertook the work myself and kept HPD notified stating I fixed the apartment myself.

(C) I kept aware of all letters/ correspondence HPD needed, and promptly filled them out along with how they demanded to be filed.

(D) I provided HPD with a good accounting of my building which they received for their records.

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TESTIMONY OF THE 12-14 OLD BROADWAY TENANTS ASSOCIATION

April 27, 2017

Mayra Villacis

Mi nombre es Mayra Villacis, vivo en 12-14 Old Broadway. Nuestro edificio entró en el programa TIL en el 2002. Han pasado aproximadamente 16 años desde que hemos seguido el programa y sus acuerdos, esperando que nuestro sueño de convertirnos en propietarios de nuestros apartamentos algún día se haga realidad, en un edificio renovado que se encuentre en condiciones habitables.

HPD nos ha prometido una cantidad enorme de cosas hasta ahora, y seguimos quedando en manos de esas promesas incumplidas. Cada vez que tenemos una reunión con HPD, dicen que nuestro edificio está satisfaciendo todos los requerimientos del programa. Esto incluye informes financieros mensuales, reparaciones de apartamentos, reuniones mensuales y entrenamientos.

Estamos cansados de escuchar las mismas viejas promesas que HPD no cumple. El programa HPD se retrasa constantemente debido al cambio de directores anualmente. Me parece que quieren que el dinero de la cuenta bancaria disminuya constantemente, y no sabemos su propósito detrás de eso. HPD siempre nos amenaza con decir que el programa TIL terminará si no cumplimos con sus requisitos, si no, nos veremos forzados a cambiar de programa. Sin embargo, los mismos privilegios que tenemos actualmente, así como las promesas que se han dejado sin cumplir, se perderán después de tantos años de espera. Lo que necesitamos ahora es que HPD cumpla sus promesas, y no sólo a través de palabras, sino tomando acción.

Translation prepared by PA'LANTE Harlem

My name is Mayra Villacis, I live at 12-14 Old Broadway. Our building entered the TIL program in 2002. It has been approximately 16 years since we have followed the program and its agreements, hoping that our dream of becoming owners of our apartments will someday be fulfilled, in a renovated building that is in living conditions.

HPD has promised us a huge amount of things so far, and we are still left with those incomplete promises. Each time we have a meeting with HPD, they say our building is meeting all the requirements of the program. This includes monthly financial reports, apartment repairs, monthly meetings, and trainings.

We are tired of hearing the same old promises that HPD does not deliver. The HPD program is constantly delayed due to the change of directors annually. I find that they want the money from the bank account to decrease steadily, and we do not know their purpose behind that. HPD always threatens us with saying that the TIL program will end if we do not meet its requirements; otherwise we will be forced to change programs. However, the same privileges we currently have, as well as the promises that have been left unfulfilled, will be lost after so many years of waiting. What we need now is for HPD to keep its promises, and not just through words, but by taking action.

My name is Myra Villacis, I live in 12-14 of Old Broadway and our building entered the TIL program in 2002. It has been approximately 16 years since we've followed the program and their agreements, hoping that our dreams will one day be fulfilled, a dream to become homeowners of our apartments in a renovated building that is in habitable conditions.

HPD has promised us an enormous amount of things thus far, and we continue to be left in the hands of those uncompleted promises. Every time we have a meeting with HPD, they say our building is meeting all the requests the building requires. This includes daily financial reporting's, apartment repairs, monthly meetings, and trainings.

We are tired of hearing the same old promises that HPD fails to comply with. The HPD program is constantly being delayed due to the change of directors yearly. It seems to me they want the money from the bank account to steadily decrease, and we do not know their purpose behind that. HPD always threatens us saying the TIL program will end if we do not meet their requirements, if not we will be forced to change programs. However, the same privileges we currently have as well as the promises that have been left unfulfilled will go to waste after so many years of waiting. What we ultimately need now is for HPD to keep its promises, not just through words but by taking actions into manifestation.

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TESTIMONY OF THE 161 WEST 108th STREET TENANTS ASSOCIATION

April 27, 2017

Rafael Padron

The building entered into the TIL program in 1968. The rent revenues are roughly \$2,820 a month. Building maintenance and expenses range up to \$2,500 a month. This is to emphasize that rents collected cannot sustain the building due to the maintenance and repair costs.

There are two vacation apartments that are not allowed to rent under the current scope. These apartments are to be used as collateral to pay off the bank loans once the building is renovated. As a result we have not collected any revenue on these empty apartments for the past five consecutive years. We have requested permission for a legal contract to be drawn up under "Use and Occupancy", whereby the renters will have no rights to the apartment once the building undergoes renovations. To this date, no one has responded to our request and it has fallen on deaf ears.

Additionally, we have a commercial space that has been vacant for the past 3-4 years. The problem with this space is that the city only allows a month to-month lease, which any potential renter would not deem feasible. Here is an example of this: Dunkin Donuts Franchise. This franchise was requiring a 5 year lease.

They would have paid for all of the renovations;

- A \$50,000 signing bonus to the building;
- \$5,000 monthly rent
- A 10% rent increase every 5 years

HPD refused acceptance of this offer. The letter of intent is available upon request.

June of 2008, the building applied for Unemployment and Liability Insurance as instructed by the UHAB. We complied and sent the applications with money orders, all of which was returned without explanation as to why they were not accepted. The Tenants Association informed Mr. Crespo, liaison from UHAB for our building and was advised that he would look further into the matter. We continued to inquire regarding updates on the above statement, with no response.

In 2015 the TA was notified by HPD and UHAB that NY State has levied a \$300k fine for not having said insurance. This was negotiated down to \$60K plus interest by Mr. Lugo from HPD and Mr. Crespo from UHAB. The TA had to pay this fine or the state would confiscate the building. We were forced to pay \$10K upfront and an additional \$1,080 per month until the fine was paid in full.

The response to the TA was that in the event we did not have enough funds, we would be renters and not owners, defeating the purpose of being a part of the TIL program. Lastly, the previous commercial space owner cost us thousands of dollars in legal fees and left owning the building \$20K in rent arrears which the city did not pursue.