

PWVTA
RENTERS' GUIDE

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ACCESS TO APARTMENTS Management may enter your apartment with reasonable prior notice and at a reasonable time to provide necessary or agreed-upon repairs or services. Management has a legal right to enter your apartment without permission in case of an emergency. [\[top\]](#)

AIR CONDITIONERS In the Columbus Avenue buildings, the base rent does not include air conditioners, and tenants are not able to rent air conditioners from management as had previously been done long ago.

In the Central Park West buildings, the base rent of rent-stabilized tenants includes a working air conditioner in the living room and in each bedroom. At the tenant's request, management employees will check the condition and operation of management-owned air conditioners, change the filters, provide covers to prevent drafts during winter, and repair or replace air conditioners not working properly.

If you want to install your own air conditioners, check the specifications and installation requirements with management to assure proper wiring and voltage. Be sure to get a receipt from management confirming that its personnel have removed the PWV air conditioner, so that you will not be held responsible when you move. The size of the air conditioner sleeve limits the capacity of the air conditioner that can be installed to a maximum of 12,500 BTUs. This is more than adequate for PWV bedrooms but may be insufficient for some of the living rooms at PWV. (It may help to draw draperies or blinds and to close off adjacent areas.)

The right type of unit needs to be purchased. It must be for usage in an ac sleeve, not a window unit. If the wrong type of unit is installed it may cause damages to the building, the apartment below, and their unit.

APPLIANCES and ALTERATIONS: RESTRICTIONS Park West Village rent-stabilized leases state that tenants may not, without landlord consent, install and use certain appliances in their apartments, including a washing machine, clothes dryer, or garbage disposal unit. Structural alterations to apartments may be made only with management's consent.

If you decide to install your own stove or refrigerator, be sure to obtain management's form letter stating that the appliance is your personal property, that you are responsible for its maintenance, and that you may remove it when you vacate. (See also Refrigerators and Stoves.) [\[top\]](#)

BUYING YOUR OWN APPLIANCE: See Refrigerators and Stoves [\[top\]](#)

CONSTRUCTIVE EVICTION See under [WARRANTY OF HABITABILITY](#) below.

DELIVERIES: See Moving and Deliveries [\[top\]](#)

DISABLED RENT INCREASE EXEMPTION (DRIE) Rent regulated tenants who receive specified disability-related payments (SSDI, SSI, Veteran Benefits, Medicaid buy-in benefits) and who have incomes of \$18,060 or less for individuals or \$25,932 or less for couples may be eligible for a rent freeze if they pay, or face a rent increase that would cause them to pay, more than one third of their income for rent.

For DRIE applications call 311 or write to NYC Dept. of Finance, DRIE Exemptions, 59 Maiden Lane, 20th floor, NY, NY 10038. [\[top\]](#)

DHCR — the full official name is Division of Housing and Community Renewal (DHCR) — is the New York State agency that administers the rent-stabilization regulations.

Rent-stabilized tenants who are unable to obtain required repairs and services from their landlord may file complaints with and seek redress from DHCR. Tenants may file individual complaints about needed repairs or services in particular apartments, or they may file as a group about a building-wide problem. Tenants may request a reduction in rent to compensate for the reduction in services.

Tenants who file a complaint should be able to provide evidence that the problem exists, that the landlord was notified of the problem and had time to correct it, and that the landlord failed to rectify the problem. DHCR rulings usually take a very long time, and they can be appealed by either the tenant or the landlord. PWVTA can help members obtain the complaint forms and offer suggestions on how to proceed.

DHCR handles tenant complaints of harassment by the landlord.

DHCR also handles rent overcharge complaints from tenants and landlord applications for major capital improvement (MCI) rent increases. To obtain a rent history for your apartment, call 718-739-6400. [\[top\]](#)

DIVISION OF HOUSING AND COMMUNITY RENEWAL: See DHCR [\[top\]](#)

DOORBELLS and INTERCOM Your downstairs bell and intercom and your apartment doorbell, intercom, and peephole should all work. If any of them do not, contact management for repair. [\[top\]](#)

ELECTRIC WIRING The fuses in the fuse box are 15, 20, or 30 amperes, depending on the circuit. If you replace a fuse, use one with the same amperage as the fuse you replace. Fustat or Fusetron fuses are recommended because they do not blow out when there is a temporary power surge.

It is also a good idea to keep replacement fuses on hand, as well as a functioning flashlight. Management will install Fustats if requested but will charge more than it would cost you to purchase your own.

Do not use existing three-prong outlets simultaneously for more than one air conditioner or other equipment that uses a lot of power (such as a vacuum cleaner or electric cooking equipment) since the system cannot take the load. [\[top\]](#)

ELEVATORS In the Columbus Avenue buildings report elevator malfunctions to Park West Management. In the condominium buildings, inform the concierges, who will then contact the building superintendent. [\[top\]](#)

FLOORS Upon request, management will replace worn, broken, or splintered floor tiles at no charge. The replacement tiles may not exactly match the old tiles. [\[top\]](#)

FUSES: See [Electric Wiring](#) above [\[top\]](#)

GARBAGE and TRASH Most garbage and other waste that cannot be recycled should be put in

tied plastic bags that fit the compactor chute and the bags should be dropped into the chute. Do not leave bags of garbage on the compactor room floor.

Most recyclable items, such as newspapers, metal cans, glass jars, and plastic containers, should be placed in recycling bins in the compactor room, in accordance with instructions posted by management. Cardboard cartons should be flattened and placed on the floor. Clothes hangers and other items that could clog the compactor chute should also be left on the floor.

Flammable objects and substances, such as carpet sweepings containing naphthalene, camphor balls and flakes, floor scrapings, batteries, oil- or paint-soaked rags, paint cans, and aerosol containers, as well as kitty litter, should never be dropped down the chute. Any combustible item should be separated from other trash and put on the floor.

Light bulbs, broken glass, and similar sharp objects should be separated from other trash and left on the floors. They should not be placed in the bags dropped into the chutes, as they could break through the bags and cause serious injury to workers who empty the compactors. [\[top\]](#)

GROUND Feeding of pigeons and squirrels is prohibited. Bicycle riding is prohibited on driveways and walkways.

Tenants are responsible for cleaning up after their pets. Maintenance problems should be reported to management and to the PWVTA. [\[top\]](#)

HARASSMENT Harassment can take many forms. Whatever the form, the purpose is to force tenants to vacate their apartments or to give up rights protected by the rent laws, or both. The laws prohibit harassment or retaliation against tenants who exercise their rights. These rights include participation in a tenants' action or tenants' organization.

The state Division of Housing and Community Renewal (DHCR) enforces the Rent Stabilization Code (Part 2525.5), which stipulates that

It shall be unlawful for any owner or any person acting on his or her behalf, directly or indirectly, to engage in any course of conduct (including, but not limited to, interruption or discontinuance of required services, or unwarranted court proceedings) which interferes with, or disturbs, or is intended to interfere with or disturb, the privacy, comfort, peace, repose or quiet enjoyment of the tenant in his or her use or occupancy of the housing accommodation, or is intended to cause the tenant to vacate such housing accommodation or waive any rights afforded under this code.

Tenants may file a harassment complaint with the state Division of Housing and Community Renewal (DHCR). PWVTA will provide assistance to members. [\[top\]](#)

HARASSMENT IN PWV On a number of occasions when PWV tenants have been harassed by the landlord, PWVTA has been successful in stopping the harassment.

A court injunction issued in December 1987, in response to a case brought by PWVTA citing many incidents of harassment by management in 1984-1986, prohibits 12 specific forms of harassment and any other harassment of tenants.

Among the actions disallowed the landlord are:

- refusing to renew a lease or threatening eviction on baseless charges of non-primary residence, illegal subletting, or illegal occupancy;
- failing to provide tenants with renewal leases not more than 150 or less than 90 days prior to the expiration of their current leases;
- rejecting or returning rent checks more than a week after their receipt;
- unreasonably refusing to advise tenants of uniform subletting policy or unreasonably refusing to grant permission to tenants to sublet;
- imposing regulations concerning deliveries without notifying tenants in writing;
- initiating telephone calls or visiting apartments between the hours of 9:00 P.M. and 8:00 A.M., except in emergencies;
- failing to extend to non-purchasing tenants all rights and privileges provided by the rent-stabilization and other laws.

This injunction sets guidelines for all buildings at PWV until the sponsor of the condominium conversion no longer holds any apartment units. If harassment recurs, PWVTA can return to the court for relief. [\[top\]](#)

HEAT and HOT WATER The law makes heating to specified levels mandatory from October 1 through May 31 under the following conditions: From 6:00 A.M. to 10:00 P.M., if the temperature outside is 55 degrees F. or below, the temperature inside must be at least 68 degrees. From 10:00 P.M. to 6:00 A.M., if the temperature outside is 40 degrees F. or below, the temperature inside must be at least 55 degrees.

The hot water temperature must be maintained at 120 degrees F, 24 hours daily, year round.

If these temperatures are not maintained, tenants in the Columbus Avenue buildings should call Park West Management. In the condominium buildings call the concierge.

If satisfaction is not obtained, call 311 and put the violation on record. Heat and hot water complaints can be registered through 311 round the clock, 24-7. Call as often as necessary.

Make sure that you have a reliable thermometer and that you keep a record of the date, the time, and the temperatures inside and outside when you complain of a heating violation. [\[top\]](#)

LAUNDRY ROOM Each building has a laundry room in the basement, with card-operated washers and dryers that are maintained by an outside contractor. Problems with the equipment should be reported to both the contractor, whose number is posted in the laundry room, and to the building management office.

Requests for refunds of money on cards that stop working should be made to the contractor in accordance with instructions posted in the laundry room.

There is a bulletin board in each laundry room on which tenants may post notices. [\[top\]](#)

LEASES A tenant moving into a vacant rent-stabilized apartment has the option of choosing a one-year or two-year lease, and the landlord must abide by the tenant's choice.

Leases on rent-stabilized apartments must be renewed on the same terms and conditions as the original lease except for adjustments in the duration of the lease and in the rent. The landlord must send tenants a renewal notice at least 120 days before the lease is due to expire. This notice must be sent on a standard form issued by the state Division of Housing and Community Renewal (DHCR). The tenant must respond to the lease-renewal notice within 60 days of receiving it, choosing either a one- or two-year renewal lease.

If the landlord fails to send the new lease on time, the tenant is not obligated to pay any increase until a proper lease has been received. The increase cannot be made retroactive.

The rent adjustment for the tenant's initial lease and for each renewal must be within limits set by the Rent Guidelines Board. The guidelines are announced annually around July 1, and they apply to new and renewal leases that take effect on or after the following October 1.

If a new tenant in the Columbus Avenue buildings wishes to check the rent history of an apartment, he or she can do this by calling DHCR at 718-739-6400 and it will be mailed. [\[top\]](#)

LOCKED OUT OF YOUR APARTMENT If you are locked out, call the concierge on the Central Park West side of the complex or the security office on the Columbus Avenue side. Records may be checked to ascertain that you are named as a resident of the apartment.

Management cannot deny entry to legal residents on the basis of debts to management. There is a charge for lockout service. [\[top\]](#)

LOCKS and KEYS Management provides one lock for your apartment door, for which it keeps one key and gives you two keys. You may buy additional keys. Management is required to provide a chain door guard. A key to each terrace door is also provided.

Tenants are urged to install a second apartment door lock. Locks requiring keys inside the apartment are illegal.

We urge tenants to install a metal cover plate over at least one lock. These plates make lock removal more difficult.

For a charge, management will install a cover plate at the tenant's request, or the tenant may call a locksmith. [\[top\]](#)

MAIL and PACKAGE DELIVERY Mail is delivered from the Cathedral Post Office on 104th Street between Broadway and Amsterdam Avenue. It is management's responsibility to keep the mailbox and lock in good repair and to provide you with two keys.

Packages that do not require your signature are left in the package room, at 792 Columbus Avenue, serving the three Columbus Avenue buildings (784, 788, 792) or with the concierge in each of the Central Park West buildings (372, 382, 392, 400). [\[top\]](#)

MAINTENANCE and REPAIRS Rent-stabilized tenants are entitled to the same repair services provided when the Rent Stabilization Code was adopted, plus any additional services regularly

provided since then. These include repair of walls, ceilings, floors, windows, terraces, plumbing, drainage, ventilation, doorbells, mailboxes, stoves, refrigerators, cabinet and closet doors, drawers, countertops, and hardware. This holds true even if you have accidentally caused the problem.

Only if you caused the damage through gross negligence or deliberate action would it be your responsibility to pay for repairs.

Among the common items management should repair or replace without charge for normal wear and tear are: toilet seats, washers, worn floor tiles, broken kitchen drawers, stove, sink, and refrigerator parts, etc.

When a replacement appliance is required, do not request a new appliance. Management may have to give you a new appliance, but don't specifically ask for one. If you ask for a new appliance management can charge you for it and permanently increase your rent. Simply insist on an equivalent appliance that works properly. Be careful what you sign, so that you do not unwittingly sign an agreement to pay for a new appliance. If a new appliance is installed without your written agreement, you do not have to pay for it.

A tenant must inform management when a repair is needed and make arrangements for maintenance staff to enter the apartment. If all efforts to obtain a repair fail, a tenant may file a complaint and a request for a compensatory rent reduction with the Division of Housing and Community Renewal (DHCR) or the tenant may withhold rent and, after being sued by the landlord for nonpayment, counter-sue the landlord in Housing Court. Rent withholding should not be undertaken without legal assistance. [\[top\]](#)

MAJOR CAPITAL IMPROVEMENT (MCI) To increase their income from rent-regulated apartments, landlords often ask the Division of Housing and Community Renewal (DHCR) to grant a rent increase to compensate for a Major Capital Improvement (MCI).

In most cases the purported MCI is really deferred maintenance. Landlords deliberately postpone proper upkeep of building fixtures, such as the roof, boiler, windows, or elevators, until they have deteriorated to the point where they have to be replaced. They do this because, under current law, the entire cost of replacing building fixtures can be passed on to tenants in the form of large rent increases, which are added to the base rent forever, beyond the time of full reimbursement.

If you receive a notice that the landlord has applied for an MCI rent increase or has submitted a Petition for Administrative Review (known as a PAR) of a previous ruling on an MCI, contact PWVTA through one of your building representatives or by telephone — the PWVTA number is 212-662-2610. There are time limits for filing a response. [\[top\]](#)

MOVING and DELIVERIES Any major move of furniture or large items that would tie up the elevator should be scheduled with the management office, preferably 72 hours before the move. Major moves may be scheduled only between 10:00 A.M. and 4:00 P.M., Monday through Friday. Keep in mind the limited size of the elevators.

It is wise to inform management when you are expecting a furniture delivery or when you are moving noticeable items into or out of an apartment, so that security personnel can be alerted and

do not interfere. In the Columbus Avenue buildings security guards have sometimes been instructed to stop people carrying television sets and other equipment into and out of apartments.

Moving should be done only through the basement entry in the Central Park West buildings. In the Columbus Avenue buildings, moving is done through the front entrance. [\[top\]](#)

NOISE The walls in PWV apartments are thin and easily transmit sound. To avoid conflict with neighbors over noise, never place audio equipment such as a TV or loudspeakers against or close to any wall that is shared with a neighboring apartment.

If you are bothered by excessive noise from a neighbor's apartment, discuss the problem with the neighbor first. If that d

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OVERCHARGES Tenants of apartments subject to rent stabilization who file an overcharge complaint and whose complaint is upheld are entitled to refunds of all overcharges during the four-year period prior to the date the complaint is filed. If the overcharge is determined to be willful, three times the amount of the overcharge must be refunded. Tenants are also entitled to interest payments on the specified overcharge and attorney fees. (See also Rent Registration.)

All vacant apartments in the Columbus Avenue buildings that are rented to new tenants remain subject to rent stabilization unless or until the apartment is specifically exempted. Exemption is gained on the ground that the allowable increases for vacancy and for money allegedly spent on allowable apartment renovations bring the allowable rent above \$2000 per month, the cutoff point for rent stabilization on new leases. The state Division of Housing and Community Renewal (DHCR) has a rent history for each stabilized apartment, determines the legal rent on the basis of the allowable vacancy increase and allowable renovations and costs, and handles overcharge complaints.

Since the year 2000 dozens of new tenants in the Columbus Avenue buildings have obtained rent histories and filed overcharge complaints. Most of the overcharge complaints that have been processed by DHCR have resulted in a rent reduction, reimbursement for overcharges, and restoration of the apartment to rent stabilization.

If you moved into a renovated apartment at 784, 788, or 792 Columbus Avenue after 2000, we urge you to get the rent history of the apartment from DHCR and then file a complaint to find out whether you are being overcharged and are entitled to reimbursement. You can get the application form for a rent

history by calling DHCR at 718-739-6400 or at the website <http://www.dhcr.state.ny.us>.

When you receive the rent history, call PWVTA at 212-662-2610. A member of the Overcharge Committee will help you examine the rent history and help you file the overcharge complaint. [\[top\]](#)

PAINTING All renters, rent-stabilized and non-stabilized, are entitled to have their apartments painted every three years at no cost. This is a provision of the New York City Housing Maintenance Code for any rental apartment.

PWV management keeps a record of the date your apartment was last painted but is not required to notify you when you are due for a paint job. You must request a painting. Refurbished venetian blinds are a required service whether you are painted or not.

When you request a painting, management will inform its paint contractor, who will then call you to schedule a convenient time. The painter supplies flat latex paint for the living room and bedrooms and a semi-gloss latex paint for the bathroom, kitchen, and windowsills, in a limited range of colors. If you want a color other than what is offered, you can supply your own paint. The painter will usually put a single coat of latex paint on free of charge. However, if you choose several different paints or colors, the painter will charge you for the extra "cuts" between them. Also, if you want to have a dark color painted over in a lighter shade and it requires two coats of paint to cover, you will be charged for the second coat. If you wish to have your ceiling or any wall painted a different color from the rest of the room, there may be an additional charge.

Tenants must move the furnishings in each room to the center of the room before the painters arrive.

The painters do small amounts of plastering, such as filling nail holes and patching small superficial cracks. If any major plastering is required, tenants should arrange well in advance of the painting to have a management employee do the plastering so that the job can be done properly and the plaster has time to dry. (See also Plastering.)

If kitchen or bathroom vents are dirty, call management and ask to have the covers removed and the vents cleaned before the painting date.

When a painting has been scheduled, you may want to call management and request that your refrigerator and stove be pulled out from the wall on the morning of the scheduled painting, so that you can clean behind them and the painters can paint behind them. It is a good idea to wash your bathroom and kitchen walls beforehand so that paint can adhere properly.

Management is required to take down your venetian blinds on the day of painting and replace them with refurbished blinds. [\[top\]](#)

PARKING If you want to get a parking space, put your name on the wait list in the management office.

Rent increases for parking spaces for rent-stabilized renters are subject to the Rent Guidelines Board's ruling. [\[top\]](#)

PETS If you own a dog or other pet, and your landlord has knowledge of that fact for three months or more, the "no dog" or "no pet" provision in your lease may not be used against you at a later date. If a pet causes damage, however, or becomes a nuisance, a landlord may initiate an action against a tenant.

Tenants who are blind or deaf are permitted to have a guide dog. Tenants 65 years or older may have pets regardless of a no pet clause in their lease (Civil Rights law #47).

Whenever a dog is on an elevator or in a public portion of the building, it must be on a leash. Pets are not permitted on the grass or planted areas. Residents must clean up after their pets. [\[top\]](#)

PLASTERING If there are any areas where the plaster exhibits bubbles, bulges, or deep fissures or is obviously crumbling or falling, you should ask management to plaster these areas before scheduling a painting. To assure that the job is well done, mark and point out these areas to the plasterers when they come. [\[top\]](#)

REFRIGERATORS and STOVES Management is required to provide tenants with a properly working refrigerator and stove, not necessarily new ones. A refrigerator or stove that cannot be repaired may be replaced with a properly working used refrigerator or stove of the same size. If the broken appliance is replaced with a new one, do not sign any agreement saying you will pay for it.

If you ask for a new appliance and sign a form acknowledging that you asked for a new one, management has the right to increase your base rent by 1/40 of the cost of the appliance, and this rent increase will be compounded with each lease renewal.

If you decide to buy your own appliance, management charges tenants for removing Park West appliances and replacing them with tenant-owned equipment. The charge has been \$25 for the refrigerator and \$25 for the stove, plus an additional sum for installing the stove. Tenants have been required to pay Park West Management in cash. [\[top\]](#)

RENT REGISTRATION Under the Omnibus Housing Act of 1983, landlords were required to register the rent of every rent-stabilized apartment with the state Division of Housing and Community Renewal (DHCR) by July 1, 1984. That initial registration also included a record of all services provided in the building. Landlords are required to register the apartment with DHCR annually and to send the tenant a copy of the registration form.

A landlord who fails to register a rent-stabilized apartment cannot collect rent increases on it. Check the rent registration for accuracy and report to DHCR and to PWVTA if you observe discrepancies. [\[top\]](#)

RENT SECURITY DEPOSITS Virtually all leases require tenants to give their landlord a security deposit. The security deposit is generally limited to one month's rent. The deposit, less any lawful deduction, must be returned to the tenant when the lease is terminated or within a reasonable time thereafter. A landlord may use the security deposit only as reimbursement for the reasonable

cost of repairs beyond normal wear and tear, if the tenant damages the apartment, or as reimbursement for any unpaid rent.

The law requires all landlords to treat the deposits as trust funds belonging to their tenants. Landlords are prohibited from mingling the security deposits with other landlord money. They must put all security deposits in New York bank accounts earning interest at the prevailing rate.

Each tenant must be informed in writing of the bank's name and address and the amount of the deposit.

Landlords are entitled to annual administrative expenses of one percent of the deposit. All other interest earned on the deposits belongs to the tenant. Tenants must be given the option of having this interest paid to them annually, applied to rent, or paid at the end of the lease. [\[top\]](#)

RENT-STABILIZED RENTERS and NON-RENT-STABILIZED

RENTERS Until 1987 all the apartments in Park West Village were rent-stabilized rental apartments. There are now two categories of renters in Park West Village. This is the result of two state laws. One is the coop/condo vacancy decontrol law, under which vacant rental apartments in buildings that become coops or condos, as on the Central Park West side of PWV, are exempted from regulation. The rental apartments still occupied by tenants who lived there before conversion remain rent regulated. The other law is a rent-stabilization exemption enacted in 1997 for vacant apartments in buildings still subject to rent stabilization, as on the Columbus Avenue side of PWV, if the vacant apartment can be legally rented for more than \$2000 per month.

Rent-stabilized renters are protected by the Rent Stabilization laws as well as the Warranty of Habitability and other laws. Their rents are regulated. They are entitled to all services available at the time they became tenants. They cannot be evicted, except for nonpayment of rent or illegal use of the apartment, and they cannot be denied a renewal lease.

Tenants who rent an apartment that has been destabilized do not have the rent, services, and eviction protections provided by the Rent Stabilization laws, but they are protected by the Warranty of Habitability and other laws.

The third category is renters of the apartments of condominium owners, of which they are many in the four CPW buildings.

PWVTA welcomes the membership of such tenants and will provide assistance to the extent possible.

RENT WITHHOLDING See under [WARRANTY OF HABITABILITY](#) below.

ROACHES, MICE, PIGEONS ETC. The landlord must keep every public part of a building and the outside area clean and free of vermin.

- **Roaches:** At the tenant's request, management will send an exterminator to spray roach poison wherever the tenant wishes.

- **Mice:** Management will provide traps and poison for mice and will also put wire netting around radiator or pipe openings through which mice occasionally enter.
- **Rats:** Although rarely seen inside PWV buildings, rats may occasionally be seen outside. If you see rats outside, call management. If the condition persists, call 311 or make a direct call to City Pest Control, 718-956-7103.
- **Pigeons:** To discourage pigeons, management will place a sticky substance on balcony railings, but it is not very helpful. Putting chicken wire inside balcony railings will keep pigeons away. Slinkies or other objects tied to railings can make it hard for pigeons to land on the railings, and this may keep them off the terraces.
Do not allow pigeons to nest on terraces: they come back year after year and are very dirty. Wear a mask if you find it necessary to sweep up after pigeons: Breathing their residue can cause a lung disease. [\[top\]](#)

ROOMMATES See Sharing Apartments. [\[top\]](#)

SECURITY Security officers are on duty 24 hours a day. Problems with security should be reported to management and to PWVTA. The 24th Police Precinct is at 151 West 100th Street (between Columbus and Amsterdam Ave.). Tenants should report any crimes to the Police Department as well as to Park West Security and PWVTA. [\[top\]](#)

SENIOR CITIZEN RENT INCREASE EXEMPTION (SCRIE) The SCRIE program provides exemptions from rent increases (including Major Capital Improvement increases) to tenants of rent-regulated apartments in New York City who meet the following three qualifications: (1) the tenant or tenant's spouse is 62 years of age or older; (2) the disposable household income during the previous tax year is less than \$26,000 (the income limit rises to \$27,000 in July 2007); and (3) the tenant's rent will be or is already more than one third of the household income.

For application forms call 311 or write to NYC Dept. for the Aging, SCRIE Unit, 2 Lafayette St., NY, NY 10007. The One-Stop Senior Center on Amsterdam Avenue between 96th & 97th streets can also provide forms and assistance.

Rent-stabilized tenants are required to sign a two-year lease in order to be eligible for the SCRIE program and they must bring their rent security deposit up to the new rent. [\[top\]](#)

SHARING APARTMENTS A tenant living alone in a rent-stabilized apartment may invite an additional occupant, and the dependent children of that occupant, to share the apartment. The tenant's immediate family members are also permitted to share the apartment. This includes nontraditional families.

If two or more people signed a lease, a new occupant may replace a departing tenant. One of the original signers of the lease must continue to live in the apartment.

An important distinction is made in the law between "tenants" and "occupants." The tenant is the person or persons who signed the lease, and the occupant is the person who moves in after the lease is signed. The tenant retains the rights under the lease and is the only person who may renew a lease. If the tenant moves out of the apartment, any other occupant who is not the tenant of record loses the right to remain in the apartment unless he or she is a family member as defined by law or can obtain the written consent of the landlord. (See also Succession Rights.)

A landlord may not pry into the nature of a relationship between people who want to be roommates.

If you decide to share your apartment, you should notify your landlord in writing within 30 days of the date your roommate moves in. If you fail to do so, and the landlord inquires about the new occupant in your apartment, you are required to respond to the landlord within 30 days of the landlord's inquiry.

You have the right to share your apartment with anyone you choose. A lease provision that restricts sharing is invalid and may not be enforced. [\[top\]](#)

SMOKE DETECTORS Landlords of multiple dwellings in New York City must install at least one approved battery-operated smoke detector in every apartment, within 15 feet of any room used for sleeping. Tenants may be asked to reimburse management up to \$10.00 for the cost of each smoke detector. Tenants should test the detectors regularly to make sure they work properly and are responsible for replacing the batteries. Tenants may also buy and install their own smoke detectors. [\[top\]](#)

SUBLETTING Rent-stabilized tenants have the right to sublet under New York law. Any lease clause that prohibits a rent-stabilized tenant from subletting is invalid and may be disregarded.

In order to sublet your apartment, you must notify your landlord in writing and send your notice by certified mail, return receipt requested. Your notice must include the following information: name of the sublessee; dates of the sublease; business and permanent home address of the sublessee; your reason for wanting to sublet and your address for the period of the sublease; the written consent of any co-tenant or guarantor of the lease; and a copy of the sublease, attached to a copy of the prime lease, with a notarized statement signed by you and the sublessee attesting that it is a true copy of the sublease.

In stating your reason for wanting to sublet, you must make it clear that your absence will be temporary and that you intend to return to the apartment as your primary residence, or the landlord will have a valid ground to refuse your sublet request.

The landlord has 10 days from the date you mailed the notice in which to ask for additional information.

If no further information is asked of you, the landlord must respond to your notice within 30 days of the date it was mailed. If additional information is

requested within the initial 10-day period, the landlord must respond within 30 days of the date the additional information is mailed.

A landlord who does not respond within this timetable is considered to have consented automatically to the sublet.

A landlord may not withhold consent unreasonably. Reasonable cause for denying a sublet request includes the inability of the sublessee to pay the rent; a sublessee with a history of disruptive behavior; or an intention to use an apartment in an unlawful manner.

If a landlord withholds consent unreasonably, you may proceed to sublet without the landlord's consent or you may contest the decision in court.

If you sublet an apartment with furnishings, a surcharge of up to 10 percent above the legal rent-stabilized rent may be added. You may not legally collect more than this. A prime tenant who overcharges a sublessee is subject to a rent overcharge complaint requiring a refund equal to three times the amount of the overcharge to be paid to the sublessee.

No apartment may be sublet for longer than two years out of a four-year period. Furthermore, a tenant who does not intend to return to the apartment is prohibited from assigning the lease to a new tenant without the landlord's written consent, unless the lease specifically permits assignment. [\[top\]](#)

SUCCESSION RIGHTS The tenant named on a lease is allowed to add his or her spouse to the lease at any time by simply notifying the landlord in writing of the fact of their marriage. The landlord may not refuse, and the tenant's notification has the effect of amending the lease to include the tenant's spouse.

State regulations now give members of a nontraditional family who have shared a rent-stabilized apartment the same rights as a traditional family member to obtain a renewal lease for the apartment after the tenant of record has died or permanently relocated.

These "succession rights" are afforded to any person who has been living with the tenant as a primary resident and who is able to show a relationship with the tenant involving emotional and financial commitment and interdependence. Many factors may be considered in evaluating the claim, including length of the relationship, joint bank accounts or other evidence of intermingled finances, power of attorney documents and wills naming each other as executor and/or beneficiary, public family activities, and care giving to each other or each other's family members. To protect privacy, evidence of a sexual relationship may not be considered.

In addition, both traditional and nontraditional family members are required to have lived in the apartment with the tenant a minimum of two years, or one year if the family member is disabled or 62 years old or older, or since the beginning of the tenancy or of the relationship.

Generally, a nontraditional family member will have the burden of proving that he or she had the required degree of commitment and interdependence with the tenant to qualify for succession rights. However, the burden can be shifted to

the landlord to disprove such a relationship if the following simple step is taken. Obtain from DHCR a form entitled "Notice To Owner Of Persons Other Than Tenant Residing In Apartment," complete the form, and send it to the landlord. (If possible, have the landlord acknowledge receipt of the form and the date of receipt on a copy, or send it by certified mail, return receipt requested.) [\[top\]](#)

TELEVISION Building antennas: There is a master antenna for channels 2 to 13 on the roof of each building. In every apartment, on a living room wall near the floor, there is a master antenna outlet. Tenants can connect their television sets to this outlet and gain use of the master antenna. If you have a problem connecting your TV to the master antenna or a problem with TV reception from the master antenna, call management. Rent-stabilized tenants in Park West Village are entitled to master antenna service without charge or an equivalent replacement.

Time Warner Cable and RCN offer cable television services in the area.

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TENANT ORGANIZING Renters have the legal right to organize and to form, join, and participate in tenants' organizations. Landlords may not harass or retaliate against tenants who exercise this right. Tenants' groups have the right to meet at reasonable hours in any common area in their building, such as lobbies or halls.

The right to organize is contained in the state's Real Property Law, section 230, which provides:

(1) No landlord shall interfere with the right of a tenant to form, join or participate in the lawful activities of any group, committee or other organization formed to protect the rights of tenants; nor shall any landlord harass, punish, penalize, diminish, or withhold any right, benefit or privilege of a tenant under his tenancy for exercising such right. (2) Tenants' groups, committees, or other tenants' organization shall have the right to meet in any location on the premises which is devoted to the common use of all tenants in a peaceful manner, at reasonable hours, and without obstructing access to the premises or facilities. No landlord shall deny such right. [\[top\]](#)

TERRACES In the Columbus Avenue buildings, PWV management is responsible for balcony maintenance and in the Central Park West buildings the condo boards of managers are responsible.

Cooking is not allowed on terraces. Screening is permitted up to one foot above the railing. [\[top\]](#)

VENETIAN BLINDS Management is required to take down your venetian blinds on the day of painting and to replace them with reconditioned blinds.

If you decide to skip the three-year painting to which you are entitled, you are still entitled to have your blinds changed. [\[top\]](#)

VENTILATION The Housing Maintenance Code mandates mechanical ventilation in bathrooms from 6:00 A.M. until midnight. Kitchenettes without cross-ventilation must have ventilation 24 hours a day.

To test your ventilation, hold a tissue in front of a vent. If it is drawn toward the vent, the vent is working.

Management is responsible for cleaning and repairing vents and for maintenance of the vent motor on the building roof. [\[top\]](#)

WARRANTY OF HABITABILITY Tenants are entitled to a livable, safe, and sanitary apartment and building. Examples of violations of the warranty of habitability include a landlord's failure to provide heat or hot water or elevator service on a regular basis or to get rid of vermin infestation in an apartment or building. An uninhabitable condition caused by a tenant does not constitute a breach of the warranty. In such a case, it is the responsibility of the tenant to remedy the condition.

If a tenant has notified the landlord of unlivable, unsafe, or unsanitary conditions for which the landlord is responsible and the landlord does not correct those conditions, the tenant may seek redress by withholding rent. When the landlord starts a court action to evict the tenant for nonpayment of rent, the tenant asks the court to grant a rent reduction based on the landlord's breach of the warranty.

If the court finds that the landlord violated the warranty it may order a rent reduction. The reduction is computed by subtracting from the actual rent the estimated value of the apartment without the essential service. The procedure is complex, and tenants should not resort to rent withholding without legal assistance.

A tenant might also withhold rent and, in response to the landlord's eviction action for nonpayment of rent, seek redress in Housing Court on the basis of a claim of "constructive eviction" — a claim that some or all of the rental space has been made unusable.

For example, a tenant with a balcony might claim that the balcony has been rendered unusable by pollutants and debris from the landlord's excavation and construction activities.

As with rent withholding for breach of the Warranty of Habitability, tenants who withhold rent on the basis of "constructive eviction" should have a lawyer to assist them in Housing Court. [\[top\]](#)

WINDOW GUARDS The law requires window guards in apartments where children ten years of age or younger live. The landlord must also install window guards for other tenants who request them. There is a charge. [\[top\]](#)

oesn't help, depending on the time of day, complain to the concierge or management or, on the Columbus Avenue side, the Park West security office. If excessive noise from the neighbor's apartment also disturbs other tenants, perhaps they will also complain. If noise does not subside, you can also call the local police precinct.

If persistent excessive noise is not caused by a resident but rather by outside machinery or activity (for example, construction outside the times allowed by law), call 311, which will connect you to the Department of Environmental Protection (DEP). The direct DEP 24-hour

complaint number is 212-966-7500. [\[top\]](#)