

MY TESTIMONY TO THE LOFT BOARD ABOUT HARASSMENT, ETC., AT 475 KENT AVE.

I was severely harassed at 475 Kent Ave., from the early spring in 2004 until the fall 2004, when an "over-tenant" who I realized was not giving our rent money to the owner, was trying to also intimidate me into leaving my loft so he could have it. He was over six feet tall and I am a five-foot six inch woman, about 125 lbs. He was terrorizing me. I tried to tell the owner of the building repeatedly about how I was being treated by this guy, but he wouldn't do anything to make it stop. I had to go to the police at the 90th Precinct and make numerous reports. (I'd like to attach these reports to this testimony, but I'm out of town now and don't have them with me.) This over-tenant who'd been staking, menacing and harassing me wasn't even the guy who'd subdivided the floor I lived and worked on. I refused to give him my rent because I recognized his dishonesty, thought he was on drugs and he wasn't even an investor there, or a legitimate landlord. He developed an elaborate campaign of deceit to turn others against me, which he succeeded in doing, until they all learned the truth about his fraud. (He was thrown out of our building over a year later.) At that time, in 2004, there were obscenities being written all over the walls of the fourth floor, where my loft is, in the elevator, on the door to my space and on the front door to the whole building. I have some photos of that, but it's really deplorable.

This stalker was finally arrested after shoving me on the front steps at 475 Kent Ave.. in September, 2004. My ankle was twisted and sprained by the assault. The arrest did not lead to a conviction, but rather lead to more unethical behavior when certain cohorts of the stalker, people from the building acting as agents for the over-tenants and landlord, went and lied in testimony to the criminal court. Those dishonest testimonies, for which no one has yet been called accountable for, were designed to make it appear that I was crazy and that I was lying. Something also went terribly wrong in the Brooklyn DA's office. Evidence from the assault was not submitted in the case that would have proven the truth about what happened to me, such as; the video from the camera right above where I was assaulted, police testimony that would have stated the stalker appeared stoned, "probably on crack" the detective said, when they arrested him as well as other testimony from witnesses who really actually saw the guy harassing me.

I held back rent at various intervals due to the fact that I had invested over \$16,000 of my own money and paid rent at the same time, for years, while the landlord and the so-called "over-tenants" never did anything to fix dangerous leaking, sparks from the electrical outlets, and the cement from around my windows, which was literally falling off the building, down onto S. 11th St., as well as falling to the floor in my studio, leaving me with increasing leakage problems every time there was a heavy rain. I have pictures of this as well, but am unable to connect them to this online testimony at this time.

Originally, I held back rent at the advice of the Volunteer Lawyers for the Arts due to a flood from hurricane Floyd in late August, 1999. The "over-tenant" reacted to my requests to have things fixed with repeated illegal evictions such as truing out my lights, turning off the heat and water, etc. Then, after the police came and told him to stop, he

responded with a court case against me, to have me evicted in the housing court. That case ultimately resulted in an appeal of "A Real Good Plumber vs. Elizabeth Kelleher". which ended in an important Appellate Court precedent in 2001, that stated all of us at 475 Kent should have rent stabilization under The Multiple Dwelling Law. My lawyers believed I was being discriminated against also because of that.

However, the victory was undermined by what I perceived to be a cult-like m.o. in which certain "over-tenants" intimidated my neighbors from going to the court and testifying that they all lived and worked there. Also it was undermined because I was intimidated in the back room of the housing court where the Appellate judges had remanded the case. I signed a stipulation agreement, which later proved to be fraudulent, since you can't stipulate about illegally converted buildings. That was when I gave over a \$51,000 escrow account and had my right to the fair hearing which never took place, violated.

From 2000 on, the dangers from the faulty, code-violating electrical work, and the water leaking in my loft escalated. It was so increasingly unsafe that I ended up spending thousands more of my own money to hire a licensed electrician who installed conduits and rewired, up-to-code, my entire loft space and parts of the 4th floor hallway leading into it. The stalking started in 2004 because I also wanted to be paid back for those necessary, life-threatening improvements.

My requests to be paid back, all along the way, for years and years only resulted, each time, in my being threatened and harassed. So, at the advice of lawyers, I held back rent at several junctures, always when my additional expenses were highest. Each time I tried to stick up for myself and communicate about the safety issues, I was threatened and harassed. I had a couple of escrow accounts - as they agreed to fix things which they never fixed. I held back some rent again thereafter, at the advice of my loft lawyers because not only was there a refusal on the part the owners and their agents to fix things and pay me back, but also because they were continuously breaking their agreements with me and at the same time trying to get more and more money from me. It made them really mad when I received an abatement from the court!

So, it was first the over-tenants and then the owner of 475 Kent who took me to court relentlessly as time went on, trying to evict me whether I paid rent or not, just because I had a habit of sticking up for myself, for our safety in the building and because they didn't like me telling my fellow tenants about their rights. Several months of rent I gave to that so-called, stalking "over-tenant" were never given to the owner of the building. I would later be accused of non-payment for that! The truth of this was never addressed in the courts. The case ended up in the Supreme Court, where the issues related to loft law weren't being recognized, even after the new Extended Loft law was passed in 2010. I was wrongfully evicted from my loft in October 2011 for "non-payment of rent". This was so inaccurate! Numerous judges, over the years, while the landlords relentlessly kept taking me to court, had said that either my rent on that loft was not payable due to the Multiple Dwelling Law, or that it should have been stabilized due to the Multiple Dwelling Law... or that it should be less. The fact that I was wrongfully evicted, put out of my home and studio, shut out of my own workspace and livelihood, is all related to the

outrageous abuses of power on the part of both the owners and certain "over-tenants" acting as landlords at 475 Kent. The question of whether or not my rent was payable was never resolved in the courts, but only resulted in my being evicted. The issues of all the outrageous harassment I suffered, the reasons why I held back rent at times, were never addressed in the courts.

My whole entire experience at 475 Kent, instead of resulting in the Loft Law protection I was hanging in there for, was in the end just one huge criminal act of harassment, personal and professional injury, slander, attacks against my good character and enormous monetary losses, that I deserve to be paid back for. The issue of "non-payment" overshadowed the reasons why I held back rent and perpetuated the awful harassment I was also getting from the lawyer that Nachman Brach had bringing motion after motion, after motion against me in the Supreme Court for many years from 2005. That very lawyer was later sanctioned by the Bar Association for his frivolous practices. My legal fees were through the roof and it seemed like a tactic to break me financially. I am an artist and a teacher and there was no way, at the height of the court-case harassment, that I could have kept paying both rent and legal fees. Therefore, at the junctures when judges said I owed no rent, I was greatly relieved, but never relieved of having to keep paying legal fees in order to not be driven from my home and studio, which I needed for my livelihood.

Harassment, lies intimidation and coercion were what I experienced at 475 Kent Ave., as well as in the courts, by Nachman Brach's lawyer. The main issues for which I have seen so little justice, are about my losses, not the owners! My non-payment of rent was minimal compared to what they tried to make it appear in court papers that skirted the real truth. A travesty has occurred, I have been very seriously and repeatedly wronged and I met ALL the criteria for protection under the new extended loft law!

Having to move has been an enormous burden and I am still not settled. This eviction has caused me to have to leave NYC, at least for a while, which I had no desire to do. I've been unable to work at the jobs I had there. I have just lost an entire school year's worth of my teaching income and have been cut off from the art dealers and curators who were working to represent me as a fine artist in NYC. This experience is ruining my career.

Thank you,
Betsy Kelleher
(718.915.1508)
betsykelleher@mac.com

Corrected version:

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However, the victory was undermined by what I perceived to be a cult-like m.o. in which certain "over-tenants" intimidated my neighbors from going to the court and testifying that they all lived and worked there. Also it was undermined because I was intimidated in the back room of the housing court where the Appellate judges had remanded the case.

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My requests to be paid back, all along the way, for years and years only resulted, each time, in my being threatened and harassed. So, at the advice of lawyers, I held back rent at several junctures, always when my additional expenses were highest. Each time I tried to stick up for myself and communicate about the safety issues, I was threatened and harassed. I had a couple of escrow accounts - as they agreed to fix things which they never fixed. I held back some rent again thereafter, at the advice of my loft lawyers because not only was there a refusal on the part of the owners and their agents to fix things and pay me back, but also because they were continuously breaking their agreements with me and at the same time trying to get more and more money from me. It made them really mad when I received a rent abatement from the court! I did pay the rent and then abated rent, until the vacate of 2008, at which time the judges in the Court of Appeals on Monroe St said I owed no rent due to the Multiple Dwelling Law.

I played a key role in getting the whole group of tenants back into the building after being vacated because the FDNY loved me for sticking up for myself, and because a state criminal investigation had ensued as a result of what had been happening to me. However, after the vacate, the owner refused to work with me going forward. Therefore, a court told me not to pay, the vacate cost me over \$8,000 in losses, and then the landlord wouldn't settle with me to make a new deal about rent after the vacate. Yet, I was accused of non-payment and ultimately evicted! I was singled out and discriminated against.

So, it was first the over-tenants and then the owner of 475 Kent who took me to court relentlessly as time went on, trying to evict me, whether I paid rent or not, just because I had a habit of sticking up for myself, for our safety in the building and because they didn't like me telling my fellow tenants about their rights. Several months of rent I gave to that so-called, stalking "over-tenant" were never given to the owner of the building. I would later be accused of non-payment for that! The truth of this was never addressed in the courts. The case ended up in the Supreme Court, where the issues related to loft law weren't being recognized, even after the new Extended Loft law was passed in 2010. I was wrongfully evicted from my loft in October 2011 for "non-payment of rent". This was so inaccurate!

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resolved in the courts, but only resulted in my being evicted. The issues of all the outrageous harassment I suffered, the reasons why I held back rent at times, were looked at but never fully addressed in the courts.

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Thank you,
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Boris Klampus / 269 Meserole St / Brooklyn NY 11206

I am here to propose that the loft board include ²⁰²
an amendment to protect tenants in a building facing foreclosure

When the former owners of our building were facing foreclosure, due to loosing half of their rent based income for being in cahoots with someone running an illegal hostel which the Mayor had gotten wind of and was shut down, along with other units which were cut up into cubicle like partitions and rented for fast and big cash, they made a deal with the bank that they would renovate the building, which at this point they had begun to let slip into states of disrepair when it was original transformed into loft style housing only 4 years prior, at that point. They needed to get rid of the tenants that were left however, and they tried bribing us, holding our deposits ransom, saying if we didn't move we wouldn't receive our deposits back. That didn't work. Then they lost the building in April. Since then our appointed receiver has spent our money paying back the debts which they were ignoring the in the last half year the building was in their possession. They've gained access to the building several times, showing people around, maybe prospective investors, who knows. They've promised to let ConEd in order to shut of the only electrical meter which feeds the whole building, Just 2 days ago I was coming home and saw them standing outside the building, as if looking for someone to come out or go in in order to gain access to the building. There is a court order saying that they are not allowed in the building. They seem unconcerned, and their presence is usually a sign of no good -- corners cut, people conned, shady schemes.

Z-02

BRIAN GALLAGHER

Hello, I am a loft tenant... Our landlord has been trying to kick us out of our lofts for over a year and a half, since the day they received our Loft Law application. And it continues, Our landlord was just screaming and yelling at my wife last week that what we need to do is move out. She was just trying to explain to him that our front door lock that he installed actually locks people inside and they can't get out, part of it has been installed backwards.

Our harassment Application lists 17 counts, Including:

- Removing showers and filling with cement and not repairing for over 100 days
- harassing subtenants and guests with threats and police visits.
- playing a loud radio every night in a neighboring unit for two months.
- installing a factory in a former residential unit to claim incompatible use. It operated from 7am to 10pm yesterday, still 1.5 years later.
- they stopped taking our trash, left doors to the building permanently open, and stalled to repair everything from the front door to the heat.

What I want the loft board to understand today is that tenant harassment works and landlords get away with it. Half of the tenants in my building have moved out because of our landlord's harassment. I can't blame these tenants for leaving. But I do believe that the Loft Board and the City government failed to protect these tenants in a timely or practical manner. Another one of our particular problems seems to be that the landlord is incentivized to continue and increase his harassment and resistance to our loft law application, because if the tenants leave or fail in their loft application, the landlord will be unlikely to be fined.

The second point I would like to make to the Loft Board is that the penalty amounts in the proposed Rules are not going to be deterrents for many landlords. In fact, I am afraid that what you are creating is an opportunity for landlords to "shop" the price points of the Loft Board fine schedules. If removing showers from our lofts is a quality of life harassment fine at 2-5,000\$, and one out of four moves out as a result, this seems to be a bargain for our landlord, who is losing 6000\$ in rent a month by refusing to register our building.

288 Boyl@ cheap third floor

I urge the loft board to strengthen the fines for all types of harassment and allow for more flexibility in its interpretations by OATH Judges. I also ask that you clarify what other factors might compound or aggravate the definition of one instance of harassment.

Is it the same fine for not having a shower for 10 days as it is for 100? What about when your landlord assures the Loft Board in writing that the showers will be restored as soon as possible and then it takes nearly three more months?

Is it the same fine for cutting the heat to 4 units as it is for 40 units?

What about cutting the heat and hot water for 4 days starting on what the news predicts is the coldest day of the year?

My building is very small, with 4-5 units. If my landlord has decided he can afford to harass us, even after retaining lawyers who specialize in the Loft Law, I can only imagine that a larger building could leverage the proposed harassment fines to a very affordable scale. I urge the Loft Board to use this opportunity to strengthen the protections that it offers to tenants and make harassment an unaffordable strategy for landlords.



2-202

Dear Chairman LiMandri & NYC Loft Board:

Before June 2010, loft landlords and loft tenants were used to living outside the law. For landlords, this meant being able to get away with almost anything, from poor maintenance to replacing tenants and jacking rents at will. For tenants, this meant a continual state of fear.

The Loft Law grants new rights to tenants and aims to end the predatory practices of landlords. This is a difficult transition, and landlords do not adapt to change easily. Many react with outright hostility.

You've heard about some of the worst cases because they come up in the press, and you've heard some of these stories today. A landlord installs a biker gang in a tenant's vacated space and the gang threatens and attacks the remaining neighbors. A landlord blocks the egress in order to obtain a vacate order, and then cements the tenant's shower. Another landlord builds a wall that completely blocks tenants from their spaces. Denying elevator access, removing hot water, changing locks... the list goes on.

What you haven't heard are the more subtle forms of harassment which plague tenants all over. One reason you don't always hear these stories is that **harassment works**. One tenant I know of complained about maintenance problems, so the landlord said the tenant would have to move out. When she didn't, the landlord attempted to jack the rent, said the tenant is using too much air conditioning, and started bombarding the tenant with collections notices. Needing good credit to conduct her business, the tenant moved out.

Another landlord tried to raise the rent; the tenant refused to pay because of leaks and continual unannounced parties on the roof. So the landlord told the tenant he would have to leave. He didn't, and the landlord responded with collections notices. The tenant moved out.

Tenants in IMD buildings all over Brooklyn are being told they need to accept huge rent increases because their leases are up. The landlord gives two choices: either sign a new lease at the higher rate, or move out immediately.

Rule 2-02 on Harassment is vitally necessary. Unfortunately it is very difficult for tenants to seek protection under this rule. They must hire an attorney and endure a lengthy series of hearings, risking severe penalties if their application is found to be in bad faith. If successful, they don't stand to gain anything but an end to their landlord's bad behavior.

NYCLT was relieved to hear serious discussion of harassment during the Loft Board meetings on Rule 2-11.1 Fines this spring. This resulted in a helpful list of circumstances which should be considered harassment.

2-11.1(b)(2) contains the following language:

Harassment which "impacts on the tenant's safety" includes but is not limited to "refusing to make repairs, repeated housing maintenance violations intended to render the unit uninhabitable, assault, battery, or threats of violence."

Harassment which "impacts on the tenant's quality of life" includes but is not limited to "creating excessive noise or odors, threatening eviction, filing false registration statement, refusal to consent to sublet, and tampering with mail."

Aside from fraudulent collections actions and the current ongoing practice of haranguing tenants to sign narrative statement waivers under false pretenses, these definitions include most of the common forms of harassment we are seeing today.

We request that the Loft Board include these definitions in Rule 2-02.

Thank you,
NYCLT

LOFT BOARD JULY HEARINGS. JULY 19th 2012 HARASSMENT

THE WALL:

On August 4th 2011, while my Loft Bd. Dkt. No. LB-0833 was before OATH (Index No. 2481/11) "In The Matter of Pels", my landlord Kevin Kennedy of 99 Commercial Street, Inc. built an illegal sheetrock wall blocking my main egress through the only interior hallway within which I enter and exit the building.

This wall also trapped my neighbors, the tenants who work in the loft beside me, so that they had no means of escape; literally no way to get into their space or out of it.

Within less than an hour, an 'anonymous' phone call to the Fire Department brought the local Fire Department to the building to investigate the situation. Ironically, Mr. Kennedy pulled up in his Mercedes waving his buildings' plans at about the same time the fireman arrived. To make a long story short, it was a ploy on Mr. Kennedy's part to get the Fire Department into my loft to evict me on lack of egress. He also made them search my entire loft for other violations.

Instead it backfired. The Chief Fire Inspector of the City was called in. Because of the gravity of the situation, he then called The Chief Inspector of the NYC Buildings Department who 5 hours later told the firemen to tear down the wall that the landlord had built and to open my egress.

The Chief Inspector then found out Mr. Kennedy had also filed plans with the NYC Buildings Department to knock down the back part of the building without disclosing the fact that I have lived there since 1993. Also I and many others have worked there since before and after 1985. So he had also lied to the NYC Buildings Department.

THE BANDS:

In March of 2012, while my trial was taking place before OATH, Mr. Kennedy moved in five rock bands underneath my living quarters: four underneath my studio and living space and one directly underneath my bedroom. He told them that no one lived in the building and they could play and rehearse 24 hours a day or whenever they wanted to.

FRIVOLOUS LITIGATION:

My landlord has tried to evict me three times. On July 29, 2011, that is 5 days before he built "THE WALL", he presented me with an eviction notice giving me until August 31, 2011 to leave the premises.

On February 21, 2012, I received this bizarre "Ten Day Notice To Cure". It was a list that demanded me either to stop doing things which did not exist (remove the nuisance of my illegal construction) or start doing things that I was already doing ever since I had the lease (pay my utility bills) or stop doing things that they had no right to interfere with (get rid of an air conditioner in a window which had been there since 1993 with the landlord's knowledge and was not blocking anything). I am enclosing a copy of this document because it is so strange.

On March 7, 2012, I received a "Notice of Cancellation". This was another eviction notice, because I failed to cure the alleged defaults of the Ten Day Notice ! My lease was canceled as of March 13, 2012. I was also liable for all the costs and expenses in connection with any action or proceeding against me, including all their attorney's fees. I am also enclosing copies of this document.

PERSONAL VENDETTA:

Kevin Kennedy continues to harass me throughout the past two years in other threatening ways, confronting me in front of the building, following me down the street and yelling at me. In the past few months he keeps harassing me for the rent. In September and October of 2011, my rent checks were returned to me not cashed.

He has denied me very important keys to the padlock to the gate to the common alleyway that all other tenants have that allow us to move our trucks in and out for our work. I am the only person without the keys. This causes my business tremendous hardship. He has told the Super of the building, who was and still tries to be my friend, not to talk to me or help me in any way. He refuses to fix all the leaks in my ceiling. And then threatens to take me to court if I am on the roof doing it myself as it pours down into my space.

In the last 6 weeks they have redone the main hallway, taken away the mailboxes, put in new ones and not given me (only me) a new, keyed mailbox, because Kevin Kennedy is claiming I am not a residential tenant. This is with his knowledge of my winning my case with OATH. This is a federal offense to tamper with the mail and as of today, I have not received any mail for the past 4 days.

Marsha Pels

July 18, 2012

99 Commercial Street Inc.
99 Commercial Street
Brooklyn, New York 11222
Tel: (718) 389-7750
Fax: (718) 389-7719

Via Certified Mail Return Receipt Requested,
Regular Mail and/or Personal Delivery

February 21, 2012

Marsha Pels, Tim Casey,
Marsha Pels and Tim Casey dba Marsha Pels Studios,
John Doe, Jane Doe and XYZ Corp.
93-99 Commercial Street
Brooklyn, New York 11222

TEN DAY NOTICE TO CURE

Re: Renewal Lease made 2004 between 99 Commercial Street Inc.,
as Landlord, and Marsha Pels and Tim Casey dba Marsha Pels Studios,
as Tenant, for the South West Side of Center Building ("Demised
Premises") in the building commonly known as 93-99 Commercial Street,
Brooklyn, New York 11222 (the "Building"), hereinafter (the "Lease")

Dear Ms Pels:

PLEASE BE ADVISED that demand is hereby made for you to:

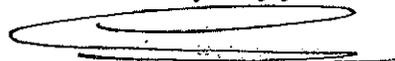
- (1) Cease and desist (pursuant to the Lease Preamble) from using and/or occupying Landlord's space outside of the Demised Premises;
- (2) Remove (pursuant to paragraph Third of the Lease) any and all of your obstructions to the Landlord's hallways, stairway, storerooms, roofs, basements and/or entrances to the Building, and to remove any and all alterations made to the Demised Premises and to the Landlord's space outside of the Demised Premises, without the Landlord's prior written consent, that is/are in violation of any laws or ordinances;

- (3) Stop/cancel (pursuant to paragraph Ninth of the Lease) any underlet or occupancy of the Demised Premises to anyone other than the named Tenant;
- (4) Follow the rules (pursuant to paragraph Fifteenth of the Lease) promulgated from time to time by the Landlord;
- (5) Purchase and pay (pursuant to paragraph Twenty-Four of the Lease) for any and all utilities, including but not limited to any gas [National Grid] and electric [ConEdison Company] for the Demised Premises;
- (6) Remove any and all air conditioning unit(s) or system(s) or other apparatus(es) installed in or about the Demised Premises without the Landlord's prior written consent; and,
- (7) Remove (pursuant to paragraph Twenty-Seventh) the nuisance caused by your illegal construction.

PLEASE BE FURTHER ADVISED that you must cure the above said defaults within Ten (10) Days from this notice ("Time Period").

PLEASE BE FURTHER ADVISED that if you fail/refuse to cure the said defaults within the said Time Period, Landlord will (pursuant to paragraph Sixth) terminate your lease/use and occupancy and if you do not quit and surrender the Demised Premises, the Landlord will take such legal action, including but not limited, to removing all persons and/or property from the Demised Premises.

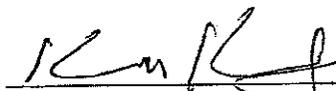
Very truly yours,



Lawrence Lo

Acknowledged and Agreed.
99 Commercial Street Inc.

By:


Kevin Kennedy, Manager

Lawrence Lo
Attorney and Counselor at Law
132 Greenpoint Avenue, Suite B1
Brooklyn, New York 11222
Tel: (718) 383-5230
Fax: (718) 383-2129

Via Certified Mail Return Receipt Requested,
Regular Mail and/or Personal Delivery

March 7, 2012

Marsha Pels, Tim Casey,
Marsha Pels and Tim Casey dba Marsha Pels Studios,
John Doe, Jane Doe and XYZ Corp.
93-99 Commercial Street
Brooklyn, New York 11222

NOTICE OF CANCELTION

Re: Renewal Lease made 2004 between 99 Commercial Street Inc., as Landlord, and Marsha Pels and Tim Casey dba Marsha Pels Studios, as Tenant, for The South West Side of Center Building with Offices and Toilet on First Floor, Tenants to Provide Egress to Tenants of North West Area of Shared Room ("Demised Premises") in the building commonly known as 93-99 Commercial Street, Brooklyn, New York 11222 (the "Building"), hereinafter (the "Lease")

Dear Ms Pels:

Notwithstanding any alleged claims by you as a protected tenant before the Loft Board under MDL Article 7-L, Section 281(5), you are still in default of your Lease/Occupancy as more particularly described in the Ten Day Notice annexed to the Notice of Cancellation.

Please Be Guided Accordingly.

Very truly yours,

Lawrence Lo

Encl.

cc: Tim Casey
Marsha Pels Studios
John Doe
Jane Doe
XYZ Corp.

**Via Certified Mail Return Receipt Requested,
Regular Mail and/or Personal Delivery**

Marsha Pels, Tim Casey,
Marsha Pels and Tim Casey dba Marsha Pels Studios,
John Doe, Jane Doe and XYZ Corp.
93-99 Commercial Street
Brooklyn, New York 11222

NOTICE OF CANCELTION

YOU ARE HEREBY NOTIFIED pursuant to the **Sixth Article** of that certain renewal lease dated 2004 between the undersigned, as Landlord ("Landlord") and you, as tenant, ("Tenant") for premises known as The South West Side of Center Building with Offices and Toilet on First Floor, Tenants to Provide Egress to Tenants of North West Area of Shared Room (the "Demised Premises") in the building known as 93-99 Commercial Street, Brooklyn, New York (the "Lease"), that you are in default of the Lease/Occupancy, as more particularly set forth in the Ten Day Notice To Cure annexed hereto.

YOU ARE HEREBY FURTHER NOTIFIED that pursuant to **Sixth Article** of the Lease, that since Tenant has defaulted in failing/refusing to cure the alleged defaults in the Ten Day Notice, Landlord hereby elects to cancel the Lease/Occupancy effective **March 13, 2012**, a date which is not less than three (3) days following the service of this Notice, whereupon the term of the Lease/Occupancy shall end and expire and Tenant shall quit and surrender the Demised Premises to Landlord without waiver of any of Landlord's right or remedies as set forth in the Lease and otherwise.

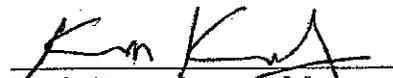
YOU ARE HEREBY FURTHER NOTIFIED that pursuant to **Nineteenth Article** of the Lease, Tenant is liable for all costs and expenses in connection with any action or proceeding against Tenant to enforce the terms of the Lease, including, without limitation, reasonable attorneys' fees and disbursements.

PLEASE TAKE FURTHER NOTICE that Landlord reserves any and all other rights and remedies it has under the Lease, at law, in equity or otherwise with respect to the Lease, the Demised Premises and Tenant, all of which are reserved, and that any attempts by Tenant to cure now shall in no event be deemed to waive, or otherwise prejudice, any of Landlord's rights thereunder or pursuant to the Notice.

Dated: Brooklyn, New York
March 7, 2012

99 Commercial Street Inc.
Landlord

By:


Kevin Kennedy, ~~Manager~~

Lawrence Lo, Esq.
Attorney for Landlord
99 Commercial Street Inc.
132 Greenpoint Avenue, Suite B1
Brooklyn, New York 11222
Tel: (718) 383-5230
Fax: (718) 383-2129

Loft Board Testimony
7/19/12

In early 2011 I owed my landlord \$3000 in back rent because a subtenant had left unexpectedly. We had verbal agreement that I would pay off the back rent at a rate of \$500/ month. In March of 2011 I received a rent renewal form from my landlord that included an illegal rent increase of 12%. I called my landlord to try and negotiate, but got no response. I had a death in the family and was out of town for several weeks to help my mother. I was distracted and did not receive any communication from the landlord on the matter of the increase, so I continued to pay my original rent.

In April of 2011 my landlord taped a notice to my door stating that I owed them double the amount, almost \$6,000. The document demanded payment within 5 days or they would commence court proceeding to evict me. It claimed I had a monthly rent that was \$200 higher than I owed, even before the notice of the illegal increase. In other words, it was completely inaccurate. My landlords were raising rents on everyone in the building at that time, and this was intended to scare me and drive me out in order to be able to get new tenants in at higher rents.

Unfortunately because I was out of town my subtenant saw the notice before I did and, out of concern for the property he had in my unit, promptly moved out. This harassment by my landlord cost me that income, which was significant. It was also in the hallway for all my neighbors to view. It was embarrassing and slanderous. I live in a building full of creatives, some of which I have done business with.

In July of 2011 we went to commercial court, where thanks to my Loft Law Docket #, the court felt they had no jurisdiction because I was a residential tenant. I did, however, agree to pay the original \$3000 in back rent as I had been doing, and we settled the case.

In September of 2011 I was diagnosed with cancer and fell behind on my payment arrangement. I spoke to my building managers about the emergency medical situation I was dealing with and we came to an understanding. I resumed the payment arrangement as soon as I was able, but during this time I

resumed the payment arrangement as soon as I was able, but during this time I received letters from faulty collection agencies and to this day get bills from my landlord that included multiple illegal increases and late fees on those unpaid increases. None of the bills reflect the court decisions in my favor.

Even though I had resumed making the payments in the arrangement, in January of 2012 my landlords filed another claim for almost 3 times what I owed them, again, intended to intimidate me and drive me out of my home. My landlords were fully aware of my medical condition and continued to harass me by pursuing inaccurate amounts of back rent, illegal increases, and exorbitant late charges based on those illegal increases. While undergoing chemotherapy and in between multiple surgeries I was also forced to appear in court and provide bank records to prove that I owed them much less than they claimed or face eviction.

Landlords should not be allowed to use the court system to intimate tenants into leaving their homes. It is harassment and abuse of the Court.

Megan Jolly
1087 Flushing Ave #419
Brooklyn, Ny 11237



NYC Loft Board

Public Hearing on Rule 2-~~10~~02

July 19, 2012

Testimony by Ryan Kuonen – Lead Organizer for Neighbors Allied for Good Growth
110 Kent Ave. 2nd Floor. Brooklyn, NY 11249

Thank you for giving us the opportunity to speak before you today. My name is Ryan Kuonen, I am a loft tenant residing at 140 Metropolitan Ave. I am also the lead tenant organizer for Neighbors Allied for Good Growth [NAG], North Brooklyn's leading advocate for sensible planning, tenant rights, open space and access to the waterfront. NAG was also a leader in the community's response to the 2005 rezoning and has been fighting displacement of long term tenants through our active participation in the Greenpoint-Williamsburg Collaborative Against Displacement.

NAG has been organizing tenants to fight landlord harassment in North Brooklyn since the 2005 rezoning of the Williamsburg & Greenpoint waterfront, which opened up our neighborhood to a proliferation of luxury housing. We have been fighting the erosion of rent regulated units, the harassment of low-income tenants, and have spent years advocating for affordable housing and a viable, mixed income community. We believe that the 2010 expansion of the loft law was crucial to the fight to keep affordable housing in Williamsburg and Greenpoint and in stemming the wave of displacement that has forced out many middle class and low income residents in our rapidly evolving neighborhood. However, the loft law expansion will not result in a preservation of housing if some basic changes aren't made in how the Loft Board deals with harassment.

In our many conversations at our monthly organizing meetings, it is clear that harassment of tenants is occurring in almost all cases where tenants have filed for loft law coverage. These landlords do not want regulated tenants in their buildings and are doing everything to get them out. We have heard stories of everything from threats of high rental increases, the stealing of mail from the Loft Board, non-payment of utility bills, threatening to put a noisy recording studio in the basement, revoking of amenities like parking and storage spaces that tenants considered part of the rent, refusal to remove vacate orders, and most frequently, filing frivolous lawsuits and holdover actions in cases where it is clear that the tenant will get coverage once they finally get a hearing with the Loft Board. These lawsuits will most likely be put on hold until the Loft Board has determined coverage. However, defending themselves from these actions cost the tenants thousands of dollars and is clearly being used to pressure the tenant to leave their space.

We think that if tenants are to be truly protected from harassment by this rule needs to deal more practically with the situation. Frivolous lawsuits should be added to the forms of harassment considered. It is clear that this is the new current strategy to get qualified tenants out. It is working as a fear factor to keep tenants from applying, and it is working on forcing tenants to enter into buy-outs that they do not want but feel they must take if they don't have the time or money to enter into yet another legal battle for their home.

This rule does little to offer tenants protection from actual harassment, placing a steep burden of proof on the tenant's shoulders with little reward. At the very least, the Loft Board should do its best to make sure all forms of harassment being used against tenants are part of the rule.