



ANDREW M. CUOMO  
Governor

## Homes and Community Renewal

RUTHANNE VISNAUSKAS  
Commissioner/CEO

APR 11 2017

Dr. Gregory Scott  
83 Park Terrace W., Apt. 3A  
New York, NY 10034

Kosova Properties Inc.  
c/o Hamdi Nezaj  
2126 Muliner Ave.,  
Bronx, NY 10462

Shpend Nezaj  
2126 Muliner Ave.  
Bronx, NY 10462

Re: Enforcement Case No.: EU410001HL

Dear Parties:

After a review and evaluation of the subject matter concerning alleged harassment by your landlord, the Enforcement Unit of the Office of Rent Administration has determined that no further enforcement action is presently warranted because:

- ( ) 1. The matter has been resolved.
- ( ) 2. This office accepts the tenant's withdrawal.
- (x) 3. There is an absence of sufficient evidence at this time.
- ( ) 4. The allegations made for which proof was offered do not constitute violations of the harassment sections of the rent regulatory laws.
- (x) 5. The remaining complaints or unresolved issues do not constitute violations of the harassment sections of the rent regulatory laws.
- (x) 6. The remaining complaints refer to decreases in services and do not warrant further Enforcement Unit action. You may, if this has not already been done, file a decrease in services complaint with our Gertz Plaza office located at 92-31 Union Hall Street, Jamaica, Queens, New York 11433.
- ( ) 7. Tenant has failed to reply to communications from this office and/or attend a scheduled conference in this matter.

- ( ) 8. Tenant has failed to supply requested and required information.
- ( ) 9. The matter has been determined by a prior court proceeding.
- ( ) 10. Tenant is not subject to the rent regulatory laws and therefore not within our jurisdiction.
- ( ) 11. Other:

This termination is without prejudice to a subsequent re-filing based on new or additional facts.

Very truly yours,



Kamara Shade  
Senior Attorney

Andrew M. Cuomo  
Governor



James S. Rubin  
Commissioner/CEO

New York State Division of Homes and Community Renewal  
Enforcement/Compliance Unit  
92-31 Union Hall Street  
Jamaica, NY 11433

RECORD OF APPEARANCE

Date: 11/2/2016

Enforcement Docket No.: EU410001HL

Owner/Agent: KOSOVA Properties Inc.

Tenant(s): Gregory Scott

Premises: 83 Park Terrace D. #3A, N.Y., N.Y. 10034

Name:

Address/Telephone No.:

Relationship to Case:

Gregory Scott / ~~Yvonne~~ Wm. Scott

(917) 968-6701

Tenant

Michael Bliss

917-500-0267

Tenant

VISHBHA RAMA

646-891-0942

TENANT

LAZEL

19178904018

SUPR

CATHERINE DOWNES

212-569-3889

Tenant

Patrick Downes

212-569-3889

Tenant

FATOS NEZAJ

718-593-1733

MANAG.

Shpend Neza

(718) 824-5926

Fac Manag./Tenant



ANDREW M. CUOMO  
Governor

## Homes and Community Renewal

RUTHANNE VISNAUSKAS  
Commissioner/CEO

March 16, 2017

Dr. Gregory Scott  
83 Park Terrace W., Apt. 3A  
New York, NY 10034

Kosova Properties Inc.  
c/o Hamdi Nezaj  
2126 Muliner Ave.,  
Bronx, NY 10462

Shpend Nezaj  
2126 Muliner Ave.  
Bronx, NY 10462

Re: Enforcement Case No.: EU410001HL

Dear Parties:

This letter is being sent to summarize the events that took place at the November 2, 2016 conference in connection with the above-referenced matter. The conference was attended by tenants Gregory Scott and Yiwei Wu-Scott and Fatos Nezaj, Shpend Nezaj and Lazer Plumaj appeared on behalf of the respondents. Additionally, tenants Michael Bliss, Vehbija Rama, Catherine Downes and Patrick Downes, appeared on behalf of the respondents.

In the written complaint, which is incorporated herein, the tenant Gregory Scott (hereinafter "tenant") alleges that the respondents engaged in various tactics which are meant to harass them from the subject premises and the respondents denied the allegations asserted against same. During the conference, the issues were discussed in greater detail.

### **INCIDENTS OF ALLEGED HARASSMENT BY TENANT**

The tenant has resided at the subject premises for approximately eighteen (18) years and his wife has lived there for approximately four (4) years. The ongoing issues with the respondents include discrimination against his African American roommate, decrease and/or interruption of essential services, false arrest, slander and threats and/or intimidation. All the foregoing actions are done to harass the tenants from the subject premises and based on the history between the parties, Mrs. Wu-Scott is very scared.

Although the tenant has had prior roommates without issue, once he obtained an African American roommate, the respondents refused to provide them with a third key although they were duly notified of the new roommate who, therefore, was a legal occupant at the subject premises. As a result of their failure to provide a third key to the tenant, their action not only created a huge inconvenience for all the occupants in the subject premises, but caused

him to lose his roommate. It is worth noting that there is a discrimination case pending against the respondents in Federal Court<sup>1</sup>. The key issue has been ongoing since the respondents unilaterally changed over the system to a mechanism that prevents the tenants from duplicating the key. This is evidenced by the fact that another harassment complaint was filed by tenant Caitlyn Napolitano which raised, among other things, the respondents' failure to provide a key when requested. In fact, Ms. Napolitano brought the respondents to Housing Court regarding their failure to provide a duplicate key. Due to the respondents' ongoing failure to provide a key as required, a decrease in service complaint was filed with DHCR which led to the July 6, 2016 order. Essentially, the order found that the key to the building entrance door is a service not being maintained; Dkt. No.: DV410066S<sup>2</sup>. Despite the foregoing, the respondents continue to refuse to provide the tenant with a third key.

Other decrease and/or interruption in services include interruption in mail services, defective buzzer, fogged windows, lack of lighting in the stairway, noxious smell in the building, renovations in Apt. 3C, commencing work outside the time allowed by law, interruption in electrical service in the apartment, locking the tenants in the apartment and a defective chain guard. While some of the issues were eventually fixed, the interruption in service was an ongoing pattern of conduct meant to harass the tenants from the subject premises. Furthermore, due to the respondents' failure to address needed repairs in the apartment, an HP and harassment action was commenced by the tenant in Housing Court which resulted in the respondents' perjuring themselves. While the tenant notified the District Attorney's office about the perjury, no action was taken by the DA's office.

More specifically, the HP and harassment action resulted in a Stipulation/Order regarding access dates for the repairs in issue; painting the apartment and a chain guard. While the respondents painted all the rooms -- except the living room -- on January 25, 2016, they failed to show up the following day to replace/repair the chain guard. As such, the tenant sought to hold them in contempt for their failure to comply with the Court Order. In response thereto, the respondents signed an affidavit that alleged that the tenant denied them access; the tenant denied the assertion that access was denied. As such, the tenant was forced to return to Court on March 3, 2016 but the respondents failed to appear. Eventually all parties appeared on March 11, 2016 at which time the respondents gave false testimony. The outcome was that a new date was set for the installation of the chain guard. However, as the respondents failed to adhere to the agreement, further court appearances were necessary.

Another issue is the respondents locking the apartment door from outside. While the tenant did not witness the respondents committing this act, it stands to reason that they are the ones responsible for this action as they are the only other individuals with copies of the apartment key. While the police were notified of this issue, no action was taken. They have had various issues with the buzzer, including it being out for 8-9 days; this was attributed to nefarious conduct by the respondents. The tenant even offered his assistance to attempt to fix/address this issue but the respondents refused his assistance.

Another issue that they had to endure was an ongoing interruption in mail service. This resulted in the Tenants' Association demanding that the mailboxes be changed. While this was eventually done, this was not accomplished without issue. The respondents also performed renovations in Apt. 3C which was not only loud and an inconvenience, but the work was performed late at night and on weekends; the respondents did not have permits to operate outside the normal hours of operation. For example, on February 13, 2016, the noise coming from Apt. 3C was so loud that the police were called. However by the time the police arrived, the respondents left. Another noise issue included the superintendent using a blower at 6:50 a.m; this has happened on numerous occasions. In addition to the foregoing, they have had unexplained interruptions in their electricity service and this interruption would coincide with them going to Court. They also experienced interruption in the water service on March 24, 2016 without notice.

The continuous pattern of harassment is further demonstrated by the tenant being falsely arrested on May 9, 2016 as the superintendent reported that he broke a window. This case was eventually dismissed and as a result of the

<sup>1</sup> The tenants are not a party to this action.

<sup>2</sup> In the owner's PAR applications, the Order was modified to remove key building entrance door from Dkt. No.: DV410066S and added to DV410019B. See PAR Dkt Nos.: ET410011RO & ET410038RO.

3

false arrest, the tenant commenced an action in New York County Supreme Court. The actions by the respondents are such that his wife feels threatened by them and she is worried that the superintendent will attack her. This is even coupled with the fact that the superintendent has sent sexually explicit text messages to another tenant in the building; as such, there is a sexual threat implied against his wife. The respondents, who live in the building as well, have threatened him when he indicated that he would start a Tenants' Association and the threats were even done in Housing Court. The respondents have also employed cohorts in the building to threaten/intimidate them and the respondents are also colluding with other tenants in their ongoing campaign to harass them. An example is in March-April 2016, tenant Michael Bliss yelled at him for questioning the superintendent about turning off the water. Mr. Bliss has also sarcastically goaded him and the tenant has a video of Mr. Bliss and Joey which shows them colluding. Patrick Downes also yelled at him when he called the fire department for a noxious smell and he has a video recording of the superintendent alleging that he calls the fire department every day.

The ongoing conduct of the respondents and tenants are a pattern of conduct meant to force them from the subject premises. As to the allegation that he sublet the apartment from June 2015 to July 2015, same was denied. The tenant also denied running an illegal bed & breakfast housing scheme and notes that the respondents were duly notified of all his roommates as required by law. Based on the foregoing, including the charges in the complaint, the tenant alleges that a formal hearing of harassment is warranted against the respondents.

### **RESPONDENTS' RESPONSE TO ALLEGATION OF HARASSMENT**

Shpend "Joey" Nezaj noted that the respondents have owned the building for more than forty (40) years and it is a very homey place. With that being said, there have been various issues with the tenant for many years. The issues with the tenant is attributed, in part, to the tenant's demeanor and the way he approaches people; as if he is above them. While they have downplayed various issues for a long time, the tenant has gotten worse recently.

As to the phone calls to the police and/or getting a report therefrom, same does not prove criminal activity. It is the respondents' position that the recent conduct by the tenant is being done to secure a buyout offer; the tenant stated in court that he wants \$200K to leave. The tenant started the HP and harassment action in Housing Court and fortunately, the respondents were able to get rid of the violations quickly. Although there were problems in scheduling and the tenant made some misstatements regarding this issue, the tenant dropped the harassment and HP action as the issues were resolved. The tenant's new tactic is to file complaints with DHCR and in New York County Supreme Court. As to the representation that the respondents are racist, same was denied. However, it was noted that if anyone is a racist, it would be the tenant. As to the fears that his wife has, the fears are due to the tenant's action and no one else. In essence, the tenant often goes about over-stating things.

As to refusing his help in fixing the intercom, no one tests intercoms with an electrical meter anymore. As to the smell in the building, the radiators only produce steam and not water as alleged. His reporting of things are incorrect and he uses, as demonstrated in the recordings, entrapment situations merely to bolster his position. As to calling the fire department, they will obtain the necessary documents therefrom to demonstrate who calls the fire department as this has happened at least 15 times in the last year and a half. The respondents take great pride in their buildings and based on the tenants appearing at the conference on behalf of the respondents, it clearly demonstrates that the issue is the tenant and not the respondents.

The Downes have the cheapest rents in the building and they have never claimed harassment. As to the lighting in the stairway of the building, that area of the building did not have light fixtures at all. However, the hallways have light fixtures. Furthermore, this is something that the tenant has not complained about for 17 years but now it is an issue. As to the DHCR order finding that the lighting in stairs was a service not maintained, the order was inaccurate as HPD never issued a violation for this issue<sup>3</sup>. As such, the respondents will PAR the order challenging same. As for the door chain guard and windows, the tenant signed a work order that showed that the work was

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<sup>3</sup> The respondents' PAR application was granted, in part, regarding the finding that lighting in stairs was a service not maintained; Dkt. No.: ET410038RO.

done. As to the keys, the tenant was never given three (3) keys. Notwithstanding the foregoing, the respondents followed the rule as to the keys per the DHCR letter.

The respondents maintain their assertion that the tenant was subletting the apartment and notes that the tenant calls the police unnecessarily. The assertion that the tenant is being denied services is denied as this would essentially mean that he is denying his family service as they live in the building. The allegation that they tampered with the tenant's electricity was denied and it was further noted that the tenant has a circuit box in the apartment. Therefore, he is able to manipulate the electricity himself. As to the allegation of slander, while same was denied, it was noted that the tenant has slandered many people in the building as well as management. The tenant has even gone as far as to dissuade people from moving into the building. As to the criminal case, the case was dropped as the DA did not follow through with same. The fact is that every tenant knows what they must do if there is an issue and how to notify management if they have an issue to be addressed. However, the tenant intentionally creates situations so that he can use it in court as his end game is money.

Mrs. Downes, who has resided at the premises for forty six (46) years, reported not having any negative experience with management. However, she is not able to say the same about the tenant. For example, when the tenant initially moved in, he complained about her washing machine and even after it was removed, he accused her of having it as there was a leak in his apartment. Another incident was if a car horn was honked outside the building, the tenant would throw tomatoes and/or eggs at the car. Unfortunately for her son and a cab driver, they were victims of this incident. When she tried to discuss the incident with the tenant, he informed her that he would not speak to her without an appointment. When she was able to speak to him about throwing eggs at her son, his response was that he would use any type of confetti to dissuade people from honking their horns. When her son, who is a police officer, told him he could not do this, he then proceeded to call the police on her son. Eventually, he was told that he had to stop throwing eggs and/or tomatoes at people.

Approximately a year later, he wanted to pay for her son's leather jacket that was damaged as a result of his actions. Thereafter, he started to give her gifts. As to calling the FDNY for every incident in the building, this is very intrusive to the people in the building, especially her husband, who just had heart surgery. The FDNY has been to the building so often that people in the neighborhood keeps asking why the FDNY is always at their building. As to the noxious smell from the radiator, the tenant inquired if they had a smell coming from their radiator and he was informed that they did not have a noxious smell coming from their radiator; the smell was polyurethane. As to the lock being "locked" by management, she doubts this as their lock constantly gets jammed and at times it will not work and will just malfunction. She does not believe anyone locked the tenant in the apartment and it is absolutely ridiculous what they have to put up with in the building. These issues are over one tenant who insists on causing issues in the building with everyone which leads to the FDNY and NYPD being called needlessly.

As to the service issues complained of, they have never had an issue with heat or hot water and notices are up whenever there will be a prolonged interruption of services. As for the alleged lack of lights, there are sufficient lights in the stairway. As for the alleged discrimination, they have seen every ethnic background in the building for the last 46 years.

The superintendent, Lazer Plumaj added that in the 18 years that he has been a superintendent, he has never encountered a tenant like the complainant herein. The tenant always talks down to him and he is always trying to provoke situations by following him around when he believes things are not being addressed in his apartment at the pace he thinks it should be addressed. In addition to him being belligerent to him, he witnessed him breaking the window which resulted in the tenant being arrested. As to the tenant recording him, the tenant called him a mother\* and he is constantly trying to goad him whenever he is trying to do his work or when he is in the building as his end game is to have him hit him. The tenant has even gone as far as to write letters accusing him of having a gun which is false. As to the text message referenced by the tenant, he inadvertently sent the messages to the wrong person. The cops were called and he explained the situation to the police and the recipient of the text messages and nothing came from this isolated incident. In fact, he still continues to make repairs in that tenant's

5  
apartment without issue. He simply wants to do his job without any issue but the tenant is determined to make his work impossible to perform.

Vehbija Rama, who has resided in the building for twenty (20) years, is shocked about what is going on in the building. For someone to try to put any blame on the Downes is outright outlandish. While he knows 80% of the tenants in the building, he does not know the complainant. As for the respondents, he has nothing but good things to say about them.

Michael Bliss denied the assertion that the respondents are racist as he had an African American boyfriend for 13 years who lived with him in the building without issue. The Tenants' Association started after the tenant did not get the third key and the tenant simply complains about everything in the building. Mr. Bliss knows the tenant as the tenant used to be a client. As for the lights in the hallway, the tenant is simply using it as a pretext to create an issue with the respondents. As to the alleged gas smell that the fire department was called for, the smell was simply polyurethane. The issue is at what point can the respondents upgrade the building without the tenant's permission? He did not deny the assertion that he went off on the tenant when the tenant went off on the superintendent for turning off the water for 7 minutes as he was fixing a faucet. As to the mailbox, the locks had to be picked up from the Post Office, which is a legal process as it is Federal. The 5 day hold they experienced were because of the mailbox change. The buzzer was also changed to a new system. Mr. Bliss has lived there for 21 years and he has no complaints about the building. However, as to the tenant, that is another issue and the tenant even had a roommate, Christina, who moved out because she was scared to death of him.

#### **TENANT'S COUNTER-RESPONSE**

The continued harassment has caused a lot of stress and he denies the allegation that the issues are made up. As to the electricity, the respondents can control his electricity and the smell he complained of was rather nauseating. In fact, it is his position that the respondents admitted that they had gas and oil in the boiler. He denied having seven (7) roommates and noted that it was only five (5). Furthermore, he has a video of an agent of the respondents threatening him at the mailbox. As for the criminal case, the DA informed him that they would not be pursuing the matter because management failed to sign a transcript. However, all these issues will come to light in Court. He noted that he had a light that was sparking for three (3) days which they ignored. However, they decided to address it after he threatened to call the FDNY.

#### **ANALYSIS/RECOMMENDATION**

The allegations of harassment center on various issues which include service complaints, noise complaints, threats/intimidation and being arrested. While the issues discussed at the conference and in the complaint will be addressed in detail below, it is worth noting that based on the complaints and the discussions had at the conference, the undersigned will not recommend this matter for a formal hearing of harassment at this juncture.

Under the Rent Stabilization Code and its companion codes, harassment is any conduct (action(s) or inaction(s)) intended to have the tenant vacate the subject premises. Therefore, in order for the undersigned to recommend a matter for a formal hearing, the objective facts/evidence must demonstrate that the respondents engaged in conduct meant to force a tenant to vacate the subject premises or waive a right afforded under the rent laws. Such conduct includes commencing baseless and/or frivolous legal proceedings and withholding essential service(s), among other things. While cases are assessed on a case by case basis, the facts must demonstrate that the action(s) or inaction(s) of the respondents are done to have the tenant waive a right afforded under the Rent Stabilization Code and its companion code and/or force the tenant to vacate the subject premises.



6

Various service issues were discussed at the conference. However, in weighing the facts and evidence presented in this matter, most of the issues discussed are either resolved, no longer in existence and/or there was a lack of objective evidence presented. As such, the issue raised regarding allegation of electricity tampering does not warrant enforcement action as there were no objective evidence proffered to substantiate this allegation. As to the ongoing construction in Apt. 3C, a review of NYC DOB'S, who regulates construction work, fails to indicate any violations being issued for noise and/or the work being done therein. As such, no enforcement action is warranted regarding this issue. Notwithstanding the foregoing, it is worth noting that the permissible hours of operation to perform construction work is from 7am to 6pm, Monday through Friday, and on the weekends provided the owner has a special permit. If construction work is being done outside the aforementioned hours and/or the noise is unreasonable, the tenant may file a complaint with NYC 311. As to the superintendent performing work outside the hours permitted by NYC HPD regarding noise from lawn care equipment, the respondents are directed, if this conduct is ongoing, that the permissible hours that lawn care equipment can be used are between 8am and 7pm or sunset (which is later) Monday through Friday, and between 9am and 6pm or sunset (which is later) on the weekends and New York State and Federal Holidays.

As to the services issues regarding the buzzer being out for various days, lack of heat and hot water, failure to provide notice given regarding non-emergency repairs, repairing/replacing the chain guard, painting the apartment, interruption in mail service and fogged windows, the undersigned will not recommend the matter for a formal hearing of harassment based on the foregoing as the issues are resolved, no longer ongoing and/or has been addressed in another DHCR proceeding. As stated by the tenant at the harassment conference, the only outstanding service issue is the lack of a third key, which will be addressed in further detail below. While the tenant's HP and Harassment proceeding was resolved, the tenant also filed service complaints with this agency which resulted in two orders directing the owner to repair/replace the window(s) apartment-wide, door lock-chain guard, key to building entrance door and lighting in stairs<sup>4</sup>. As such, if the owner has failed to correct all the conditions therein, including the fogged windows, they are directed to repair this issue promptly as a failure to repair the outstanding service issues pursuant to the DHCR orders could result in the commencement of a noncompliance proceeding wherein penalties of up to \$2,000 for each outstanding service issue can be sought. As such, the owner is directed to proceed accordingly.

A source of contention is the third key which has been requested since July 2015 but to no avail. While the tenant alleges that the respondents discriminated against his roommate due to their failure to provide a third key, it is the undersigned's opinion that there was insufficient objective evidence to substantiate the claim that the third key was not given as a result of the roommate's ethnicity. This is further compounded by the fact that the tenant<sup>5</sup> was not the only individual experiencing an issue with the respondents failing to provide a key once the system was changed over to a system in which the tenants could not duplicate the key. While the undersigned has researched and read the complaint regarding the discrimination claim brought by Fair Housing Justice Center Inc., et al., it is the undersigned's opinion that the pending matter in the United States District Court does not bolster the allegation of discrimination asserted by the tenant. As such, no further comment is warranted regarding the allegation of discrimination.

At the conference, the key issue was discussed and the undersigned reiterated the agency's position regarding modification of services without prior agency approval and the decrease in service that aroused therefrom. However, the respondents were adamant that they were in compliance with the law and would even consider taking the matter to the Supreme Court if warranted. On December 22, 2016, Order No.: ET410038RO was

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<sup>4</sup> The Orders were modified in subsequent PAR decisions which removed the requirement to maintain "lighting in stairs" and add "key to building entrance door" on the building wide Order: See ET410011RO & ET410038RO, issued on December 22, 2016.

<sup>5</sup> The key, among other things, was raised in Caitlyn Napolitano's complaint.

issued which upheld the Rent Administrator's finding that the key to the building entrance was a decrease in service as the owner modified a required service without prior agency approval. As such, the respondents had 60 days therefrom to commence an Article 78 proceeding and a review of the necessary resources indicate that the respondents did not commence an Article 78 proceeding regarding the aforementioned order.

As such, the Order is final and therefore, the undersigned is directing the respondents to provide a third key free of charge to the tenant within twenty (20) days from this correspondence. The respondents are advised that a failure to provide the third key as directed will result in the prosecution of a noncompliance proceeding where penalties of up to \$2,000 will be sought for their failure to provide the third key and an additional \$250 could be sought for their knowing failure to comply with the order. Furthermore and as set forth in the order, the respondents will not be entitled to a restoration in rent until the modification of service application is approved and/or the prior system is restored. The respondents are hereby advised to comply with the directives in the order and as set forth herein as their failure to adhere to the directives will result in penalties higher than the cost of the duplication of a third key. Furthermore, a continued failure to provide the third key to a legal occupant in the apartment could result in the commencement of a harassment proceeding where penalties of up to \$2,000 for the first offense and up to \$10,000 for each subsequent offense could be sought. *See DHCR Fact Sheet #17 (Harassment)*. As such, the respondents are directed to proceed accordingly as to this continued issue.

As to the allegation of threats/intimidations and slander by the respondents, it is the undersigned's opinion that the evidence presented fails to substantiate the claims alleged. Likewise, the tenant failed to provide evidence that would substantiate the allegation that his wife is fearful of the respondents especially in light of the undersigned inquiring from Mrs. Wu-Scott whether anyone has approached her and/or said anything to warrant the feeling of being fearful; she indicated that no one had approached her to threaten and/or intimidate her. As such, the undersigned will not recommend a formal hearing of harassment regarding the alleged threats/intimidation as alleged herein. Likewise, the allegation of threats/intimidation and/or slander by other tenants in the building is not within this agency's jurisdiction to regulate as DHCR does not regulate tenant-to-tenant conduct. As such, no further comment is warranted on this issue.

As to the allegation of being falsely arrested, it is the undersigned opinion that insufficient evidence was presented regarding this issue. As such and at this juncture, the undersigned cannot recommend enforcement action on this issue. As explained at the conference to all parties, the nature of the conference is to obtain sufficient evidence to make an informed decision/recommendation on the issues discussed. While a number of people appeared at the conference and were given their respective turn to talk, albeit not without issue, when the undersigned attempted to obtain additional information in this matter, it was met with impatience and curtness. While words cannot explain the displeasure and disappointment demonstrated to the undersigned at the conference, based on the evidence adduced, it is the undersigned's opinion that there was insufficient evidence presented on this issue. It is worth noting that the tenant commenced an action in New York County Supreme Court for false arrest, malicious prosecution, negligent and reckless hiring and training and retention.

### **CONCLUSION**

For the reason set forth above, the undersigned will not recommend this matter for a formal hearing of harassment. Notwithstanding the foregoing, the undersigned is directing the owner to provide a third key to the tenant as the tenant, who has a roommate that is allowable by law, is entitled to a key from the respondents for all the legal occupants. The owner is also directed to file a modification of service application with this agency for the modification of the building entry lock system and/or to restore the original system that was in

place. While the undersigned will recommend that the parties refrain from verbally attacking each other to foster a less acrimonious environment, it is the undersigned's opinion that the relationship is such that the parties' dislike of each other will supersede any notion of civility that should be exhibited amongst adults.

Notwithstanding the foregoing, the undersigned this matter will remain open for the twenty (20) days from the date of this letter in which the respondents have to provide the additional key. Once provided, either party should notify the undersigned promptly. If the respondents fail to adhere to the directives herein, the appropriate enforcement action will be taken under Dkt. No.: EU410001NC.

Very truly yours,



Kamara Shade  
Senior Attorney  
(718) 262 - 4576