

if your unit is in a co-op or condo: (write name and address of each listed below)

Owner/Proprietary Lessee: NA

To Whom do you pay Rent: \_\_\_\_\_

Managing Agent for Rental Units: \_\_\_\_\_

Managing Agent for Co-op/Condo Units: \_\_\_\_\_

President or Chairman of Co-op/Condo: \_\_\_\_\_

## Part II - Definition of Harassment

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 or baseless 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 accommodations, or is intended to cause the tenant to vacate such housing accommodation or waive any right afforded under the Rent Regulatory Laws.

There must be a willful interruption in services or a continuing course of conduct, as distinguished from an isolated incident.

Persons using this form may be summoned to testify under oath in court or before this agency in connection with criminal or civil action initiated on the basis of the statements contained herein. Painting complaints, other service complaints, and complaints of violations such as overcharges, bonus payments, furniture tie-in sales, security deposits, lease renewals, etc., should not be filed on this form, but on other appropriate forms which may be obtained at your local Borough or District Rent Office.

**Penalties for Proven Violations:** Owners found guilty of harassment are subject to fines imposed by the Commissioner of not less than \$1,000 nor more than \$5,000 for each offense. The Division of Housing and Community Renewal (DHCR) will permit no future rent increases once there has been a finding of harassment, until such finding is lifted by DHCR order. In addition, DHCR may refer harassment violations to the District Attorney. Harassment of a rent regulated tenant which causes physical injury is a Class E Felony, punishable by imprisonment and fine.

## Part III - General Information

- Date you took occupancy: June 1, 1998 Current rent charged: 1406.80 (mo.) (wk.)  
Date current owner of building became the owner: he claims 39 years ago
- Do you have a current lease? Yes ☒ No ☐ If yes, state the term of current lease: From 6/1/2016 To 5/31/2017
- Is rent being paid? Yes ☒ No ☐ Amount paid \$ 1406.80, Amount demanded \$ 1406.80  
Is rent being accepted? Yes ☒ No ☐ Are receipts being given? Yes ☒ No ☐ Has landlord refused to renew your lease? Yes ☒ No ☐  
*he has refused to give me my 6/16 - 6/17 copy*
- Give total number of apartments (units) in building: 37 official, 38 if Occupied: Almost all Vacant: 3C (I know)  
*he continues to rent a basement room*  
If there are vacant apartments (units) in the building, indicate whether they are left open, locked, boarded up or being altered:  
(Circle appropriate items) Don't know about others - 3C seems normally locked.
- Have you been notified that the building is scheduled for demolition or alteration? Yes ☐ No ☒
- Has any alteration or construction work taken place at the building in the last six months? Yes ☒ No ☐ I have pictures & recordings of renovation of 3C.
- Is a "work permit" from the Department of Buildings on display? Yes ☐ No ☒  
Has the owner filed for Certificates of Eviction or for permission not to renew your lease? Yes ☐ No ☒  
If yes, indicate Docket Nos. \_\_\_\_\_
- Is there a tenant's committee in your building? Yes ☒ No ☐ If yes, indicate name, address and telephone number of the Chairman of the Committee: Myself, Dr. Gregory SCOTT, 83 PTC #3A (same as above)
- My apartment is regulated under ☒ Rent Stabilization; ☐ ETPA; ☐ Rent Control; ☐ Hotel Stabilization (includes SRO tenants.)
- Do you authorize DHCR to communicate with your attorney/representative concerning this complaint? ☒ No ☐  
If yes, indicate name, address and telephone number: Myself for the moment - if attorney  
to hired we will update this information 917.968.6701



**Tenant's Statement of Complaint (s) - Harassment**

**Filing Instructions:** Complete an original and two copies of this complaint and include a copy of any attachments to each copy. File the original, two copies and any accompanying documents at the address indicated above by personal delivery or mail. **Failure to follow this procedure or include all required information may result in the rejection of this application.** See Part II for definitions of harassment.

**Part 1 (Must be filled in completely in every case)**

**Mailing Address of Tenant:**

Name: Dr. Gregory L SCOTT  
Number/Street: 83 Park Terrace W. Apt. No.: 3A  
City, State, Zip: NY NY 10034  
Telephone Number: (917) 968-6701 <sup>212</sup> ~~(212)~~ ~~567-5162~~ 567-5162  
(Residence) (Business)

**Mailing Address of Owner:**

Name: Hamdi Neza / Kosova Properties  
Number/Street: 2126 Muliner Ave.  
City, State, Zip: Bronx NY 10462  
Telephone Number: (718) 824-4357 (718) 824-5726  
(Residence) ~~fax~~ (Business)

**Name and Mailing Address of Managing Agent (if different from above):**

Name: n/a  
Number/Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

**Address of Building (if different from above):**

Number/Street

City, State, Zip Code

(Complete this box in all cases)

Number of

Rooms

Occupants

Apt. No. & Location (as "no. 3, second floor front", etc.)

3A- 3rd fl.

6

3

(Insert an address where you can be reached if you leave your present address)

c/o Beth Costa, 9 Gold Bluff  
Irvine, CA 92604

Are you a SRO (Single Room Occupancy) tenant? Yes ☐ No ☒

Are you or were you an employee of the owner? Yes ☐ No ☒

Complete if your unit is in a co-op or condo: (write name and address of each listed below)

Unit Owner/Proprietary Lessee: N/A

To Whom do you pay Rent: \_\_\_\_\_

Managing Agent for Rental Units: \_\_\_\_\_

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President or Chairman of Co-op/Condo: \_\_\_\_\_

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☒ Has landlord refused to renew your lease? Yes ☒ No ☐
4. Give total number of apartments (units) in building: 37 official, 38 if Occupied: Almost all Vacant: 3C (I) (empty)  
he continues to rent a basement room  
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5. Have you been notified that the building is scheduled for demolition or alteration? Yes ☐ No ☒
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7. Is a "work permit" from the Department of Buildings on display? Yes ☐ No ☒  
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9. My apartment is regulated under ☒ Rent Stabilization; ☐ ETPA; ☐ Rent Control; ☐ Hotel Stabilization (includes SRO tenants.)
10. Do you authorize DHCR to communicate with your attorney/representative concerning this complaint? ☒ No ☐  
If yes, indicate name, address and telephone number: Myself for the moment - if attorney is hired we will update this information 917.968.6701

**PART IV - Nature of Harassment**  
If you need more space for details use Part V

11. ☐ I was offered \$ \_\_\_\_\_ by \_\_\_\_\_ (name) to vacate my apartment by \_\_\_\_\_ (date).  
☐ I was threatened with eviction if I refused to vacate my apartment.  
☐ I was told that essential services would not be provided.  
☐ I was offered another apartment.  
☐ After I refused the offer, the services were decreased.  
☐ After I refused the offer, I have received threats of eviction from \_\_\_\_\_ (name - give details in Part V).

12. ☒ The owner has brought court action against me: Yes ☒ No ☐ If yes, complete a, b, c & d below.  
☒ Kind of court action: Motion of Motion (twice) Date of court action: 2/2/16 & 3/15/16  
☒ Index No. 6310/15 (which I initiated) (If more than one court action, list in Part V)  
☐ I have retained a lawyer. Give name, address and telephone no.: \_\_\_\_\_

☒ The claim against me is unfounded for the reasons stated in Part V. Also give status of legal proceeding. (In any subsequent conference, please bring copies of any court papers.) See "2/2/16", "3/3/16", "3/11/16", "3/31/16"; work completed on 7/28/16

13. ☒ I filed the following applications with the Office of Rent Administration or other Agency.

| Docket No. & Nature of Complaint | Date | Disposition |
|----------------------------------|------|-------------|
|                                  |      |             |
|                                  |      |             |

☐ I have also filed complaints with \_\_\_\_\_ Name of Agency Date File No.

14. ☒ I have been illegally evicted, "locked-out" or otherwise excluded from my apartment. \*from building front door, as explained on "7/26/15"
15. ☒ I have taken legal action against the owner: Yes ☒ No ☐ If yes, indicate: LT Court: 6310/15 + 6062/16
16. ☐ The owner has intentionally decreased, withheld or interrupted the following services: ☐ security; ☒ heat; ☒ hot water; ☐ cold water; ☒ electricity; ☐ superintendent or janitor; ☐ garbage removal; ☐ elevator; ☒ other. See "7/26/15"

**Part V - Further Statement of Tenant**

(State in this space additional facts which may assist Office of Rent Administration in processing your complaint)  
All statements and attachments must be in English.

There are at least 38 different instances of harassment if only counting from Jan., 2015. This leaves aside the incident of 2009, when the landlord tried to block me bringing in my first black roommate (when I lived alone in a 2-br apt) after I had had 7 non-black roommates (white, Asian, Hispanic) in the previous 11 years. I assume the venue (continued next p.)

**Part V - Further Statement of Tenant (cont'd)**

(State in this space additional facts which may assist Office of Rent Administration in processing your complaint)

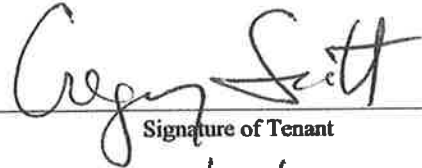
(continued)

**All statements and attachments must be in English.**

for this particular matter is the Div. of Human Rights.  
See the attached 7 pages for summaries of the 38  
incidents.

I have read the foregoing and I hereby affirm under the penalties provided by law that the contents thereof are true of my own knowledge.

It is not necessary that the foregoing be notarized, but false statements may subject you to the penalties provided by law.



Signature of Tenant

Dated:

8/31/16

**Harassment: 38 incidents, deprivations, and patterns**

By Kosova Properties:

Hamdi Nezaj, owner ("Hamdi");

son Shpend (aka Joey) Nezaj, ("Shpend"), managing agent of 83 Park Terr West, *and resident of the building starting around Jan 2015;*

Lazer Plumaj, super ("Lazer").

I summarize the incidents, starting with January 2015, of either harassment per se or deprivation of services that function as a means of harassment, inconvenience or hardship, whether to dissuade my wife and me from staying in my apartment (#3a) of 18 years or for any other reason, such as me taking the lead to form a Tenants Association in 2015.

1. ~~...~~

Approx Jan 25 - Feb 5, 2015: Buzzers out 9-10 days on purpose, soon after Shpend moved into the building; Shpend rejected my offer to find the problem using my voltmeter.

2. ~~...~~

3/3/15: Shpend threatened me with death when I warned him I would start a Tenants Association if they put out the buzzers again, or did similar things.

3.

On or around 3/8/15: My sink was blocked and still leaking (from previous "fix"); Shpend promised he would send super over the next evening; by 9pm that evening no one had showed up; when I went down the stairs I saw the super painting hall and asked why he wasn't fixing the more important sink. He said he knew nothing of it but would speak with Shpend. Next night they came over; Shpend claimed he had knocked on the door at 6pm but I was home working and heard nothing.

4.

(a) 3/25/15: No hot water or heat from about 11 am to 5:30. No notice given, as usual. I called and Hamdi said it "would be on." (No heat for a # of days a few months before, but I had said nothing then, thinking it was an emergency.) I filed 311 complaint: Service Request #: C1-1-1082849832 Date Submitted: 03/25/15 9:42:45 AM

(b) 3/31/15: no notice of non-emergency water shutoff

(c) 4/5/15: I called Hamdi to insist on notice for non-emergency water & heat shutoff. He indicated he refused to notify tenants of non-emergency work, because "it doesn't make sense as nothing is normal with boilers" and "no use posting because sometimes the workers don't show up. Said he was tired of me complaining.

5.

7/25/15: Hamdi came by at noon and with 5 minutes' notice turned off the water for a non-emergency repair, claiming it would take an hour. It took much longer and as a result my wife and I could not shower in time for a pre-paid social event, which meant we wasted the money.

Part V: "Further Statement of Tenant" -- Harassment (Gregory Scott vs H. Nezaj/Kosova Properties

6.

7/26/15 (Sunday): Kosova Properties changed the lock on the front door and Shpend took away our 3<sup>rd</sup> key, that I, my wife and a (legal) roommate had had for more than 3 years, causing great inconvenience. Done on only 2.5 days notice, with tenants required to be home 10:00-noon on the Sunday.

7.

7/29/15: Shpend stuck my buzzer "on" to my apartment 3a in the early afternoon so it was ringing for 4-5 minutes.

8.

7/29/15: 9:30 pm construction/renovation. Very loud buzz sawing (in Apt 2F). I reported on 311 (and the super admitted doing it the next day):

Service Request #: C1-1-1134311831

Date Submitted: 07/29/15 9:45:09 PM

Request Type: Noise

Details: Construction

9.

8/20/15: Lights in my apt were turned off for a few seconds at night, inconveniencing us. No lights were off on the building across the street. This happened immediately after my wife overheard Shpend on the sidewalk speaking to two policemen and accusing a neighbor of gluing buzzers, and I ran down to inform them that they should take his claim with a grain of salt because of what he had done to me in July. I called ConEd 8/21/15, who told me if the shutoff happens again, determine whether other apts in the building still had electricity. If so, it had to be Kosova Properties turning mine off individually.

10.

8/27/15: Shpend blocked me on stairs; and faked an emergency 911 call: **Police Report # 2015-34-5985 (originally was 5989).**

11.

9/8/15: Shpend, Lazer and a cohort in a blue&white baseball cap try to intimidate me.

12.

9/8/15: The same evening, Shpend says they want to "jack up the rent."

13.

9/13-9/16/15: Landlord stood me up 3 days running to fix a dangerous fire hazard, a sparking kitchen light switch, in spite of calls and then finally a warning that I would call the fire department.

14.

9/16/15: After speaking with the super in the evening about a broken window in the stairway and about my sparking switch, I warned him I would call the Fire Dept if it were not fixed by 8:30 pm. While waiting in my apartment I was falsely arrested, incarcerated and charged with Criminal Mischief because Shpend and Lazer told two policemen I had just broken the window AFTER speaking with Lazer about it. The DA dropped the case completely on 2/2/16. I am suing Shpend, Lazer and Kosova Prop for false arrest & malicious prosecution in State Supreme Court, Index 155225/16. The super and the cohort with a blue & white baseball cap also made a point of making their presence known to my wife when she returned home and when she passed by them as they waited on a stoop of a neighbor's, which she normally passes on her way home from work. This is the same person who helped try to intimidate me on 9/8.

15.

9/17/15: The same cohort was waiting on 218<sup>th</sup> St, between Park Terrace W & Park Terrace E, crouched when she came home, even though I had never seen him there in 17 years, nor had my wife seen him there anytime. My wife had to backtrack and take another route home.

16.

11/11/15: Shpend or Lazer locked my bottom lock from outside, or tried to start to come in, and then locked it. I called police: 11/12/15 -- 12:09 a.m. Officer Alia & Jenkins: Job #187.

17.

11/16/15: Super VERY loudly blowing leaves at 6:45 a.m. not only in front of the alleyway door of the co-founder of the Tenants Association but under my window, waking everyone up. Various tenants tell him to stop and he ignores them. Reported to 311:

Service Request #: C1-1-1177558491

Date Submitted: 11/16/15 1:13:59 PM

Request Type: Noise

Details: Lawn Care Equipment

18.

11/17/15: Super repeats the leaf blowing at 6:45am, and, again, refuses to stop, even when told by tenants, including me, that it is against the law to be using the loud equipment before 8:00. Again, reported to 311 along with information that I have a video of him doing it, and 311 ends up sending this complaint (and the one from 11/16) to the Dept of Envir Protection, which never follows up and simply, and distressingly, closes the case.

Service Request #: C1-1-1177836921

Date Submitted: 11/17/15 7:09:02 AM

Request Type: Noise

Details: Lawn Care Equipment

19.

Short history -- August 2015 to the present: Mailbox and mail consistently tampered with -- for the first time in 17 years, credit cards disappeared and no return receipts from Kosova Prop

delivered, although all other return receipts were being delivered. Other mail never arrived from other senders, such as from Columbia University and from my lawyer Ed Sivin. Kosova Properties has master key. A number of P.O. investigations started, and this continues to this day. I will provide the handful of investigation numbers.

11/17: Shpend filmed me while cleverly hiding death-gestures with the other hand when I returned from P.O. because all mailboxes had been open the week before and mail had not been delivered for 5 days; my application to the DHCR had forced them to install more secure, new mailboxes. Shpend says I'm "not wanted."

20.

11/18: After five days with no mail delivery, Shpend kept my new mailbox key from me an extra day, giving the others apts on my floor their keys the day before.

21.

12/11/15: **Police Report 2015-34-06677**: My electricity was turned off about 11:35pm, and others in the building still had their lights without interruption. Only Kosova had and has the key to the electrical boxes.

22.

1/26/16: Contrary to L&T Court Settlement of 1/8/16, Kosova Properties only completed part of the work on 1/25/16; continued on 2/2.

23.

2/1/16: Construction active from Apt 3c: loading pipes onto street very loud at 6:55pm. Filed 311 complaint, more for the record than with any expectation (given the incidents in Nov and the failure of 311 to result in any action or investigation) that the city will actually do anything:

**Your Service Request Number is:**

1-1-1207992171

24.

2/2/16: Shpend perjured himself on an Affidavit, asserting under oath that I denied him access on 1/26 when he allegedly came back to install a chainguard. This forced me to court on 3/3/16; see 3/3/16 below.

25.

2/13/16 Saturday about 10:30am: Loud electric saw from the empty apt 3C that is being renovated, disturbing our peace (in apt 3A). (This repeats the 9:30 pm construction I reported on 311 on 7/29/15.) Recorded it, along with my knocking on door and telling Joey, who was in the apt, it is illegal to do construction on Sat. He claimed it was emergency and *he was going to call police for me harassing him!* (pretext & typical modus operandi). I was recording still and

called 911. Joey immediately stopped and left before they arrived, but the policeman was shocked at how loud it was even through the door of 3C, when I played the recording.

26. 🍌

3/3/16 & 3/11/16: In spite of Shpend's Affidavit of 2/2, compelling attendance in court at 3/3, neither he nor his lawyer showed up. I refiled and we all appeared on 3/11/16. Over 19 pages of testimony, Shpend, his brother Lucky and even his lawyer Vadim Goldstein tried to bamboozle the judge, lying and claiming that my front door opens directly into the living room (when it opens into a 6-foot long hall followed by a dining room) and that because I had not moved furniture in the living room on 1/25 they did not have to fix the chainguard on the front door on 1/26. She rejected their arguments, allowed me to claim the time lost on 3/3/16 and 3/11 and to sue them for it. However, she insisted I would have to go to the DA on my own to prosecute for the perjury. The DA does not even respond to my letter asking them to examine the case. Their lawyer, who was all sugar and spice in front of judge, nastily threatened during the settlement to sue me for showing up one hour late rather than the 9:30 start time, but the HPD lawyer Val Morretti rejected him.

27. 🍌

3/14/16: Settlement from 3/11 included them returning on 3/14 to fix the chainguard between 9:00-noon. They never appeared.

28. 🍌

3/15/16: Shpend, having no fear after 3/11 that the L&T Court would prosecute him for perjury, again falsely signed under oath another Affidavit claiming that I denied them access on the previous day. Court appearance for this coincided with my own case (Index 6062/16) against them for 3/31 (see below).

29.

3/22: Mailbox had mail and was completely open in the evening (mine was only one open). Shpend has key.

30. 🍌

3/30/16: Nauseating gasoline-oil smell comes into our apt late in the evening, with court date scheduled early next morning. Lazer had purposefully put down chemicals according to the Fire Department. In addition, Hamdi had tried to fabricate the reasons or provide a smokescreen, pretending on a call on 3/25 to me that I had called him about an oil smell (which I never did) and saying that "water had accumulated on the oil tank...for a number of years" and that a mechanic would get there in a couple of days to resolve the issue.

31.

3/31/16: Because of the perjury on 3/11/16 and 3/14/16 and seeing that L&T Court cared nothing about prosecuting it, I filed a harassment charge on 3/11 while at the court, to be heard on 3/31. Shpend's Affidavit (and Petition) was set to be heard also on 3/31/16. The cases were

consolidated when I insisted on having a trial and both sides being under oath. Kosova's lawyer tried to have the judge drop the case.

Shpend trying to intimidate me with stares and whispers on 3/11 in court and by whispering veiled threats to me while leaving, after being berated by Judge Saxe for not reading the 3/11 settlement; on 3/31 I anticipated him, and showed his picture beforehand to the police officer; he again sat and glared at me, mouthing warnings or threats or insults, while we were waiting to be called, and I got the police officer's attention; she moved me to the front row by her, and set up a police escort for me at the end.

32. 

Mar 24, 2016: Lazer turned off all water without notice. It was a non-emergency and M Bliss in 3D starts yelling at me and saying he will get me out of building when I question Lazer why he has to turn off water for the building. He says it is emergency (their typical pretext, as with the illegal renovation) but Bliss interrupts to say he is fixing a faucet that has been leaking for over a year. A faucet leaking for a year is hardly an emergency and grounds for whole-building shutoff.

I sent a Cease & Desist Certified letter with Return Receipt to Bliss, and the Certified Letter "went astray" (so *a fortiori* the Return Receipt was never signed). The P.O. is investigating how this could have occurred. The Federal P.O. authorities are sending a letter to Shpend on the seriousness of tampering with US Mail, given all the other problems and lack of delivery, again, something which was never problematic before Shpend moved into the apartment right next to the mailboxes (with his own mailbox a couple of boxes from mine).

33. 

Apr 7, 2016: those employed or solicited by Hamdi yell obscenities at me in lobby for minutes on end for reporting to ConEd that the gasoline-oil smell is still intermittent and palpable (and nauseating). (I sent relevant Cease & Desist Certified letters to the helping tenant, Lazer and Hamdi.)

34. 

5/3/16: Light switch went out in bathroom; I left messages and Shpend tells me on sidewalk May 5 that they will not replace until we go to court on May 17. Because of court postponements, it is not fixed until 7/28. So almost three months without a light switch in the bathroom, needed by 3 legal residents.

35.

5/21/16: 2<sup>nd</sup> time construction on Sat in 3c VERY loud; called police, who heard recording and spoke with workers; reported on 311:

**Service Request #:** C1-1-1253511241

**Date Submitted:** 05/21/16 12:05:52 PM

**Request Type:** Noise

**Details:** Construction

36.

6/27/2016: Yet again I was temporarily locked into apt the day after we passed out Tenants Association Newsletter #6 that updated tenants and notified them of the racial discrimination case against Kosova Properties in Federal Court. Police would not take report because I did not actually see who did it, yet, again, Kosova is the only other one have the key.

37.

8/5: The Blue&white cap cohort who had been part of two intimidation attempts before was standing outside our door, waiting for my wife to come home. She discovered him as she turned the corner from the stairs, and in her fear and naivete quickly got into the apt, not realizing the danger of opening her door with someone behind her who has no good reason to be there. He had left by the time I raced from my back bedroom to my apt door. This was the 3rd time not counting 9/16, when my wife had no idea I had been arrested as she walked past him, that he was making his presence know, for no good reason to be where he was (and any claim that he was waiting for colleagues because of renovation in 3C will be shown to be a pretext).

38.

8/24/16 onwards: Under the pretext of "security" when he himself admits there has been no break-in or robbery in 21 years, Hamdi contests the DHCR ruling that he reduced services on 7/26/15, namely, depriving myself, my wife and a working legal roommate of the 3<sup>rd</sup> front door key that only he can duplicate and that I had had for years beforehand. The result is that 3 legal tenants in this apt alone have had to share 2 keys for over a year, which means that sometimes one is stuck on the front porch. Apart from other, related hardships, this is very stressful and at times dangerous, especially given the behavior of the landlord's son and super against us, that has also included intimidation of my wife and sexual harassment by the super of another woman in Apt 6F who also is now in the Tenants Association, as reported by her to the police in early 2016. Moreover, even the landlord's own *alleged* concern with security shows that legal tenants should not be sometimes forced to wait on the porch no matter how safe the building had been for 21 years. The past is no guarantee of the future. The DHCR ruled for Rent Reduction on this matter (Docket #: ET-410011-RO), in favor of myself and two other tenants (one is the husband of the leaseholder in #5D but because mail was not delivered to him and he never had an opportunity to reply, Hamdi was able to get his name stricken from this Docket). This again shows Hamdi is willing to spend time, money and effort in what is presumably a lost cause, merely to inconvenience me (and other tenants).



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

Claim # in margin, e.g. C1 (by G. Scott)

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.

C1 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

C2 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.

C3 C=C4 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

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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.

C21 false arrest, the tenant commenced an action in New York County Supreme Court. The actions by the respondents  
C22 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  
C23 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  
C24 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  
C25 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  
C26 has a video recording of the superintendent alleging that he calls the fire department every day.  
C27

The ongoing conduct of the respondents and tenants are a pattern of conduct meant to force them from the subject  
C28 premises. As to the allegation that he sublet the apartment from June 2015 to July 2015, same was denied. The  
C29 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**

C31 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  
C32 them. While they have downplayed various issues for a long time, the tenant has gotten worse recently.

C33 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  
C34 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  
C35 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  
C36 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  
C37 tenant's action and no one else. In essence, the tenant often goes about over-stating things.  
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C39 As to refusing his help in fixing the intercom, no one tests intercoms with an electrical meter anymore. As to the  
C40 smell in the building, the radiators only produce steam and not water as alleged. His reporting of things are  
C41 incorrect and he uses, as demonstrated in the recordings, entrapment situations merely to bolster his position. As  
C42 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  
C43 demonstrates that the issue is the tenant and not the respondents.

C44 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  
C45 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  
C46 inaccurate as HPD never issued a violation for this issue<sup>3</sup>. As such, the respondents will PAR the order challenging  
C47 same. As for the door chain guard and windows, the tenant signed a work order that showed that the work was

<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

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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.

C74 Vebhija 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.

C76 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

C83 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

C86 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.

C87 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.

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 DOR'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

<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

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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.

C116  
Very truly yours,



Kamara Shade  
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