

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
REAL ESTATE FINANCE BUREAU

In the Matter of the

**Investigation by LETITIA JAMES, Attorney General of the  
State of New York, of**

CLINTON HILL MEZZ BORROWER LP; CLINTON HILL GP  
LLC; 423 GRAND AVENUE LP; 429 GRAND AVENUE LP; 90  
DOWNING STREET LP; 27 PUTNAM AVENUE LP,

Respondents.

Assurance No. 19-106

**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to New York Executive Law (“EL”) § 63(12), into the conduct of Respondents Clinton Hill Mezz Borrower LP, Clinton Hill GP, LLC, 423 Grand Avenue LP, 429 Grand Avenue LP, 90 Downing Street LP, 27 Putnam Avenue LP (together, “Respondents”). This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and Respondents, whether acting through its respective directors, officers, members, partners, employees, representatives, agents, affiliates, or subsidiaries, etc. (collectively, the “Parties”).

**OAG’s FINDINGS**

I. Coastline’s Entry into the New York Real Estate Market

1. Coastline Real Estate Advisors, Inc., is a real estate development and management firm based in Los Angeles, CA. It entered into a third-party property management agreement with the property owner.

2. In 2015, East Coast Multi Investor Group, LLC, as general partner, formed a joint venture limited partnership with RECAP Clinton Hill Investment, L.P., as a limited partner, together with other limited partners, to purchase multifamily rental properties in Brooklyn.

3. On or about April 2015, that joint venture, acquired four (4) adjacent pre-World War II residential apartment buildings: 423-427 Grand Avenue, 429-435 Grand Avenue, 27-29 Putnam Avenue, and 88-100 Downing Street (together the “Grand Putnam Portfolio”) for a combined price of \$38 million.

4. Respondents owned and managed their interests in the Grand Putnam Portfolio through at least four separate single-asset entities (423 Grand Avenue LP, 429 Grand Avenue LP, 90 Downing Street LP, and 27 Putnam Avenue LP), which in turn are managed by several inter-related single purpose limited liability entities: Respondent Clinton Hill GP, LLC; Clinton Hill Mezz Borrower LP; Clinton Hill Mezz Borrower GP, LLC; Clinton Hill Investment LP; and East Coast Multi Investor Group, LLC (“East Coast MIG”).

5. The day-to-day management of the Grand Putnam Portfolio was initially conducted directly by Coastline Apartment Investors, LLC out of its then-Brooklyn office by their locally hired personnel.

6. According to Respondents’ press comments, their development strategy presented them with “an opportunity to implement a value-add[ed] strategy and have plans to perform unit and common area upgrades over the next eighteen to twenty-four months.”

7. Respondents’ business plan is to create vacancies in the portfolio’s rent stabilized apartments, make “value driven improvements” that would maximize “significantly increased valuations,” and then lease up new tenants at a higher annual rent. Based on the short-term financing Respondents obtained, they had pressure to obtain vacancies so that they could retire the

loan through refinancing or selling the portfolio. For example, Respondents were able to report to its investors that from April 2015 to February 2017, after completing 36 buyouts they created \$3.5 million in “value driven improvements” in the Grand Putnam Portfolio through its investment strategy.

8. The buildings in the Grand Putnam Portfolio are participants in affordable housing incentive programs—the J-51 real property tax exemptions and abatements program (“J-51”) and the federal HOME Investment Partnership Program (“HOME Program”), both administered in the City of New York by the New York City Department of Housing Preservation and Development (“HPD”).

9. All 128 units within the Grand Putnam Portfolio receive the J-51 tax abatements. J-51 is a tax exemption and abatement that property owners receive by providing them with an abatement and/or exemption of real property taxes ranging from 6 to 34 years in exchange for performing renovations on residential multiple dwellings. The law requires that buildings which receive J-51 tax benefits be subject to rent stabilization for the life of their tax benefit. The J-51 abatement benefits have expired, however, the J-51 exemption benefits at Grand Putnam are not set to expire until the end of the taxable year, June 30, 2033. *See* NY Real Property Tax Law § 489; NYC Administrative Code § 11-243; and 28 RCNY § 5-06(d)(4). Thus, all units, even those that reached the rent threshold for deregulation under the old Rent Stabilization Laws, will remain stabilized until at least 2033.

10. In addition, 52 apartments in the Grand Putnam Portfolio were designated federal HOME Program units, that is, tenants residing in such units are required to have incomes that are no more than 60% of the HUD-adjusted median family income for the area. In exchange for agreeing to abide by the HOME Program requirements, property owners are offered low interest,

long-term loans (funded through federal Community Development Block Grants) in order to perform major capital improvements to the apartment buildings. The program terms are memorialized in a HOME Written Agreement (“HOME Agreement”) and a regulatory agreement (a.k.a the “Regulatory Agreement”), both of which are recorded in the land records at the county register’s office. While Respondents’ predecessor satisfied the loan, the property remained subject to the Regulatory Agreement and the HOME agreement. Respondents’ represent that the HOME Program’s regulatory restrictions will be terminated pursuant to actions to be taken by HPD following this agreement.

## II. The Tenants’ Complaints

11. Some of the residents of the Grand Putnam Portfolio organized themselves into the “Grand-Putnam Tenant’s Association” (“GPTA”) in order to collectively seek redress.

12. GPTA members complained to various City and State agencies, including the OAG, describing allegedly illegal conduct by Respondents: making unlawful tenant “buyout” offers; unlawful entry into tenants’ apartments without permission; abundant noise and dust due to renovations; repeated and untimely interruption of water, heat and sewer services; aggressive and frivolous eviction proceedings against tenants; failing to resolve open HPD violations relating to apartment building and apartment repairs; creating conditions that were unsafe and unlawful resulting from renovations/construction; and breaching the terms and conditions of the HOME Program and J-51 program. The tenants contend that the pattern of harassment was designed to remove them from the buildings and then increase rents.

13. In a further attempt to end Respondents’ allegedly unlawful practices, the GPTA initiated a private lawsuit against Respondents in November 2016. *See Grand Putnam Tenants Ass’n v. Coastline Apartment Investors, et al.*, Index No. 6531/2016 (Kings Co. Sup. Court).

### III. The OAG's Investigation

14. On March 17, 2017, as a result of complaints received and upon its own preliminary inquiry, the OAG issued investigatory subpoenas to Coastline Apartment Investors, LLC, Coastline Apartment Investors II, LLC, and non-party Coastline Apartment Investors Sterling, LLC pursuant to the New York Executive Law § 63(12) and New York G.B.L. § 349.

15. Following service of the OAG's subpoenas, Respondents disregarded agreed upon production deadlines, failed to negotiate in good faith or timely raise production issues with counsel, and in the end, produced a mere dozen pages of responsive documents. Respondents, ignoring "meet and confer" obligations required by court rules, then filed an untimely motion to quash the OAG's investigatory subpoenas, which the OAG opposed and responded with a cross-motion to compel compliance with its subpoenas. Ultimately, the Respondents agreed to withdraw their motion to quash, pay the OAG statutory costs for the court filings, and comply with the subpoenas.

16. Through its investigation, the OAG found that Respondents engaged in the following acts which the OAG concludes were illegal and fraudulent.

#### *A. Tenant Harassment*

17. The OAG has concluded that Respondents engaged in acts that in the aggregate constitute tenant harassment, that is, acts that caused or were intended to cause any tenant or resident of the Grand Putnam Portfolio to vacate their apartment or to surrender or waive any rights related to such occupancy, and committed a number of prohibited acts or repeated acts of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any tenant or resident of the apartment or was designed to get the tenant or resident to vacate or surrender the apartment. *See* 27 N.Y.C. Administrative Code § 2004(a)(48) (the "Housing Maintenance Code").

18. Respondents repeatedly engaged in conduct which the OAG has concluded was illegal or fraudulent, referenced above, including but not limited to:

- a. issued tenants erroneous rental arrears notices and erroneous past-due notices stating amounts overdue or paid that were in fact incorrect;
- b. served legally deficient eviction notices where the landlord on the papers was listed as East Coast MIG and not the legal owner of the property (*e.g.*, 27 Putnam Avenue LP, etc.);
- c. failed to maintain a superintendent either on the premises or geographically close to the property in accordance with the Multiple Dwelling Law;
- d. failed to timely respond to health and safety emergencies or complaints;
- e. removed posted meeting notices hung by the GPTA in an effort to thwart tenant advocacy and organizing activity;
- f. failed to provide rent stabilized renewal leases to tenants that were entitled to them who were residing in rent stabilized apartments; and
- g. prioritizing repairs to apartments in a manner that provided the best economic advantage to the Respondents instead of first attending to the longstanding repairs of Respondents' oldest tenants.

19. Notwithstanding the litany of complaints and managerial failings, several months following the OAG's initiation of its investigation, Respondents retained a third-party real estate management company that had improved the management of the building. At the OAG's request, Respondents agree that while they own the Grand Putnam Portfolio, they will continue to utilize a real estate management company unaffiliated with any Respondent entity in order to manage the property in accordance with accepted local industry standards.

*B. J-51 Program*

20. As discussed previously, the Grand Putnam Portfolio receives a J-51 tax abatement. Upon purchasing the Portfolio, Respondents sent Notices to all 126 tenants in the Portfolio erroneously stating that the J-51 benefits were expiring as of July 2018. The notices also stated that the building was only subject to the Rent Stabilization Law solely because the building was receiving the J-51 tax benefit. Respondents also stated in the notice that upon expiration of the tax benefits and the tenant's lease, Respondents would be able to charge an unregulated rent (i.e., market rate) and that the Respondents would not be required to offer a renewal lease.

21. All of these statements were false, deceptive and misleading. The J-51 tax benefits are scheduled to expire on June 30, 2033 and any unit that was regulated prior to the issuance of the J-51 tax benefit would remain rent stabilized despite expiration of the benefit. Moreover, Respondents would only be permitted to charge market rent and not offer a renewal lease if the tenants' current rent stabilized lease contained language that explicitly stated that the apartment was rent regulated only due to the J-51 tax benefit and that following J-51's expiration, the apartment would no longer be regulated. No lease provided by Respondents contained such language.

*C. Buyout Notices*

22. As part of their business plan, Respondents approached tenants with buyout offers in order to obtain vacancies. However, Respondents and their agents failed to comply with the City's Buyout Law, as set out in N.Y.C. Admin. Code § 27-2004(a)(48)(f-2).

23. On December 2, 2015, New York City amended the Housing Maintenance Code to require Landlords, and their agents, to provide any tenant they approach with a buyout offer, a written notice explaining: (1) the purpose of such contact; (2) that the tenant could reject the buyout offer and could continue to occupy her unit; (3) that the tenant could seek the guidance of an

attorney regarding the buyout offer and could, for information on accessing legal services, refer to The ABCs of Housing guide on the website of the New York City Department of Housing Preservation and Development (“HPD”); (4) that such contact was made by or on behalf of the owner; and (5) that the tenant could, in writing, refuse such contact and such refusal would bar such contact for 180 days, except that the owner could contact such person regarding such an offer if given express permission by a court of competent jurisdiction or if notified in writing by such tenant of an interest in receiving such an offer. *See* N.Y.C. Admin. Code § 27-2004(a)(48)(f-2).

24. Respondents, and their agents, failed to comply with this law and never provided any of the tenants that they approached for buyouts with the required written notice. At least 33 tenants vacated their rent-regulated apartments based on “buyout” offers, some of which took place after December 2015 and which therefore failed to comply with the initial written offer requirements found in N.Y.C. Admin. Code § 27-2004(a)(48)(f-2).

*D. Individual Apartment Improvements*

25. Respondents increased the legal regulated rent on thirty-three (33) rent stabilized apartments within the Grand Putnam Portfolio through individual apartment improvement (“IAI”) rent increases.

26. The Rent Stabilization Code (“RSC”) regulates rent stabilized apartments and only allows a landlord to increase rents in certain prescribed situations. A landlord can increase the legal regulated rent of an apartment through an IAI when there is, amongst other things, improvements to the apartment. *See* RSC § 2522.4(a)(1). To collect an IAI, the landlord does not need to file an application with the New York State Division of Housing and Community Renewal (“DHCR”), the agency that administers the RSC.

27. Instead, tenants are generally responsible for initiating the administrative challenge to a landlord’s IAI increase through filing an overcharge complaint



28. The OAG asserts that Operational Bulletin 2016-1 (as revised) sets forth criteria for a landlord to prove a valid IAI increase.<sup>1</sup> See [http://www.nyshcr.org/Rent/Operational Bulletins/orao20161.pdf](http://www.nyshcr.org/Rent/Operational%20Bulletins/orao20161.pdf).

29. DHCR's Operational Bulletin requires adequate and specific documentation where a landlord seeks an IAI rent increase, which should include the following: (1) front and back copies of cancelled checks made contemporaneous with the completion of work; (2) contractor invoices marked "paid in full" contemporaneous with completion of work; (3) signed contracts or agreements; and (4) affidavits from the contractor describing the completed, contracted for work. *Id.* DHCR Operational Bulletin also specifically authorizes other acceptable forms of proof and provides that "DHCR's consideration may not be limited to these four items as its review of IAIs is fact sensitive and an individualized process." *Id.* A landlord may not seek an IAI increase for "maintenance" work, which the landlord is obligated to pay for as part of its usual operational costs and responsibilities.

30. First, during the OAG's investigation, Respondents produced documentation to the OAG purportedly justifying its IAI increases. Following an extensive review, however, the OAG concluded that much of this proof appeared facially inadequate under the applicable DHCR guidelines and Respondents failed to have what the OAG believed was the proper paperwork to substantiate an IAI.

31. Second, many of Respondents invoices for work performed contain inexplicable or obvious errors that require additional due diligence and verification.

---

<sup>1</sup> During the periods of time that IAI work was performed, DHCR published successive guidelines concerning IAI work detailing the requirements that landlords needed to comply with in order to obtain credit for that work. See e.g., Policy Statement 90-10.

32. Third, Respondents paid their contractors and vendors in bulk, meaning for many IAs there were no invoices or documents itemizing the payments per unit separately.

33. Fourth, Respondents' substantiating paperwork also fails to state "paid in full" or are devoid of other indicia proving authenticity or contemporaneous origin. Finally, no contractor affidavits were presented.

34. Respondents assert that their documentary proof complies with the RSC, legal precedent and other applicable DHCR publications and guidelines.

35. On or about May 2019, control of the Respondents were acquired by the mezzanine lender, DS-CREF3 CLINTON MEZZ NOTE BUYER LLC (the "Lender") through restructuring in lieu of foreclosure of these properties ("Foreclosure"). Lender states, and the OAG has no current knowledge to either admit or deny, that the Lender was not in control of the Respondents prior to this date, which include the time period in which the facts in paragraph 1 – 34 occurred.

36. OAG finds that Respondents' acts and deficiencies are in violation of Sections 2004(a)(48); 2004(a)(48)(f-2), 2005, 2006, 2007, 2010, 2011, 2018, 2026, 2027, 2033, 2043.1, 2045, and 2056.6 of the Housing Maintenance Code; Sections 2521.1, 2521.2, 2523.5, 2523.7, 2523.8, 2522.4, 2522.5, 2522.8, and 2525.5 of Title 9, NYCRR (the New York City Rent Stabilization Code); and Executive Law § 63(12).

37. Respondents neither admit nor deny the OAG's Findings, paragraphs 1–36 above.

38. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of the above noted laws based on the conduct described above from May 30, 2016 through the date of this

Assurance. This agreement is entered into by the OAG on behalf of the State of New York pursuant to its police and regulatory powers.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

**RELIEF**

39. General Injunction: Respondents shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to Housing Maintenance Code, the New York City Rent Stabilization Code, and the New York Executive Law, and expressly agree and acknowledge that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 49, *infra*, in addition to any other appropriate investigation, action, or proceeding.

40. Programmatic Relief - IAI

a. The Lender represents that it has recalculated the legal regulated rent for 33 units in the Grand Putnam Portfolio that became vacant and had IAI improvements after Respondents purchased the buildings ("IAI Units"). A list of the 33 units and Lender's calculations, including amounts overcharged, are attached as Exhibit A.

b. Within 10 days of effectiveness of this Assurance, Respondents will send by certified mail, return receipt and by regular mail a written notice to each tenant of record residing in the IAI Units, utilizing the form Tenant IAI Notice (overcharge) letter attached as Exhibit C or Tenant IAI Notice (no overcharge) letter attached as Exhibit D to this Assurance. Respondents shall provide proof of mailing of the Tenant IAI Notice to each tenant to the OAG within thirty (30) days of effecting mailing.

c. Within 60 days of execution of this Assurance, Respondents shall pay all overcharges it believes is owed to tenants or for those tenants who have an arrears balance, by first crediting any arrears and then the balance in immediately payable funds. Within 10 days of paying

the overcharges, Respondents shall provide the OAG written proof that the payment was sent or credited.

d. Within 30 days of execution of this Assurance, Respondents shall register the recalculated rents with HCR. Within 10 days of registration, Respondents shall provide OAG with written proof of the registrations.

41. The Parties agree that it would be difficult to value the damages caused by default in the performance of any obligation under paragraph 40, and therefore agree that Respondent shall pay to the State of New York a stipulated penalty of \$4,000 for each and every substantive default in the performance of any obligation under this paragraph occurring after the effective date of the Assurance. Notwithstanding the foregoing, it is specifically agreed and understood that in no event shall the \$4,000 penalty be assessed on a per unit basis. This liquidated damages provision is in addition to any other remedies available to the OAG at law or equity in order to enforce the terms and conditions of this Assurance.

42. Programmatic Relief – HPD Violations

a. As of August 20, 2019, the following buildings have open HPD violations recorded: 29 Putnam (22 Violations); 435 Grand Avenue (6 violations); 423-425 Grand Avenue (103 violations); and 90 Downing Street (33 violations). *See* attached Exhibit B.

b. Respondents agree to hire or provide a construction crew to correct all pending open violations to the New York City Housing Maintenance Code (“HMC”), as provided in Exhibit B, within ninety (90) days from the date of execution of this Assurance other than those marked with an asterisks (“\*”) on Exhibit B, which shall be corrected within thirty (30) days from the date of execution of this Assurance. Respondents shall not be in violation of this Assurance if they have taken reasonable and good faith efforts to correct all pending open violations, which

shall include all potential defenses contained under sections 27-2116(b)(1) and (2) of the HMC. As used herein, “correct” means to perform the work necessary to rectify the condition which led to the issuance of the violation and to request a dismissal inspection with HPD.

43. Programmatic Relief – Extension of preferential rents

a. Respondents represent that the tenants listed in Exhibit E have preferential rents that are revocable upon expiration of that tenant’s lease.

b. Respondents agree to charge each tenant listed in Exhibit E the listed preferential rent (plus any increases authorized by the RSC) for the entirety of that tenant’s tenancy and shall not revoke the preferential rent at the end of a lease term.

c. Respondents agree to provide each tenant (and any successor tenants as defined by section 2523.5(b) of the Rent Stabilization Code) listed in Exhibit E a renewal lease or rider that states that the tenants preferential rent shall be for the entirety of the tenancy and shall not be revoked at the end of the lease term (“Lifetime Preferential Rent Rider”). The preferential rent shall be limited to the tenants listed in Exhibit E (and any successor tenants as defined by section 2523.5(b) of the Rent Stabilization Code) and upon vacancy of the unit by the tenant or any successor tenant, Respondents may charge up to the legal regulated rent for that unit. Respondents shall also provide the OAG with copies of the Lifetime Preferential Rent Riders offered to the tenants within thirty (30) days from execution of this Assurance.

d. The rights and privileges accruing to all tenants under the J-51 program are not abrogated in any way by the preferential rent extensions otherwise provided by this paragraph.

44. Respondents agree that while they own the Grand Putnam Portfolio, they will continue to utilize a real estate management company unaffiliated with any former controlling

members of the Respondent entities other than Lender in order to manage the property in accordance with accepted local industry standards.

45. Respondents shall include in any contract of sale a provision therein that requires any purchaser(s) to agree to be bound and abide by: (i) the terms set forth in this Assurance in paragraph 40 (IAI relief, *supra*), (ii) the terms set forth in this Assurance in paragraph 43 (the preferential rents pertaining to the units listed in Exhibit E, *supra*); and (iii) the terms set forth in this Assurance in paragraph 48 (the rent credits for tenants, *infra*), unless such terms have already been fully complied with in accordance with this Assurance such that no further action is required.

a. The contract of sale shall also include language that the above provisions were included into the contract of sale for the benefit of the OAG, that the OAG is a “third party beneficiary” (as that term is defined by law) to the contract of sale, and that the OAG’s right to enforce the above provision will survive the closing and the transfer of deed to any new purchaser.

46. Respondents represent that they intend to file a Bankruptcy proceeding and they agree to include the provisions in paragraph 45 above in any Bankruptcy plan, confirmation order, contract of sale/deed transfer or sale order filed in that proceeding. Respondents shall ensure that the OAG receive a Notice of Bankruptcy and be listed as a party in interest to receive notices filed in the Bankruptcy proceeding. Respondents shall immediately notify OAG if a party objects to the inclusion of the provisions of paragraph 45 in any filing in the Bankruptcy proceeding.

47. Michael Shah, a non-named signatory to this Assurance, agrees that he shall be personally liable under this Assurance in the event Respondents default on paragraphs 45 or 46 of this Assurance and that OAG may enforce this Assurance against Michael Shah as if he were a Respondent to the Assurance.

48. Monetary Relief

a. Respondents shall provide every current tenant residing in the Grand Putnam Portfolio who commenced his or her tenancy on or before January 1, 2017 and maintained continuous residence in said unit, a rent credit of \$6,500.00. The credit will be applied first to arrears, if any, and then to ongoing rent over a 12-month period. If a tenant receives a government rental subsidy where the government pays a portion of the rent, the credit may only be applied to the tenant share of the rent.

b. For any tenant whose rent is too low to use the entire credit over a 12 month period, Respondents shall make a payment to the tenant within 10 days of effectiveness of this Assurance using the following formula:  $\$6500.00 - (\text{tenant's rent} \times 12) = \text{payment to tenant}$ . In the event a tenant vacates an apartment before the entire \$6500.00 credit is applied, Respondents shall provide a check to the tenant within thirty (30) days of vacatur for any remaining credit minus any other incurred charges provided for in the lease that are assessed.

c. A non-exhaustive list of apartments entitled to this credit is attached as Exhibit H. Any tenant not on this list who is able to provide a lease or other evidence he or she commenced his or her tenancy on or before January 1, 2017, and maintained continuous residence in said unit shall be entitled to the rent credit even if not on the list. This shall apply to successor tenants who were occupants on or before January 1, 2017.

d. Within ten (10) days of execution of this Assurance, Respondents will send by certified mail, return receipt requested and by regular mail a written notice to each tenant of record residing in every unit in the Grand Putnam Portfolio, utilizing the form Tenant Rent Credit letter attached as Exhibit F or Tenant No Rent Credit letter attached as Exhibit G to this Assurance. Respondents shall provide proof of mailing of the letters to each tenant to the OAG within thirty (30) days of effecting service.

## MISCELLANEOUS

### Subsequent Proceedings.

49. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 63, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the Respondent prior to or after the effective date of this Assurance;
- c. any civil action or proceeding must be adjudicated by the state or federal courts of the State of New York or Southern District of New York, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

50. If a court of competent jurisdiction determines that Respondents have violated the Assurance, Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

### Effects of Assurance:

51. This Assurance is not intended for use and may not be used by any third party in any other proceeding for any purpose whatsoever.



52. All terms and conditions of this Assurance other than paragraph 39 (General Injunction), shall continue in full force and effect on any successors, assignees, or transferees of Respondents who are affiliated with Respondents. Respondents shall include in any such successor, assignment or transfer agreements to affiliates a provision that binds the successor(s), assignee(s) or transferee(s) to the terms of the Assurance. Respondents will provide a copy of the successor, assignment or transfer agreement to the OAG. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance to an affiliate without the prior written notice of the OAG. Notwithstanding anything to the contrary herein, this paragraph shall not apply to an unaffiliated purchaser for value (except as otherwise provided for in paragraphs 45–47, *supra*). However, any entity associated with Respondents shall not, for these purposes, be considered an unaffiliated purchaser.

53. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

54. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondents.

Communications:

55. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 19-106, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondents, to:

Luise A. Barrack, Esq.  
Rosenberg & Estis, P.C.  
733 Third Avenue  
New York, NY 10017

If to the OAG, to:

AAG Nicholas J. Minella  
Office of the Attorney General  
Real Estate Finance Bureau  
28 Liberty Place, 21<sup>st</sup> Floor  
New York, NY 10005

or in his absence, to the person holding the title of Bureau Chief, Real Estate Finance Bureau.

Representations and Warranties:

56. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondents and their counsel as set forth in Findings, paragraph 35 above that the “Lender states it was not in control of the Respondents prior to this date, which include the time period in which the facts in paragraph 1 – 34 occurred.” If this material representation by Respondents or their counsel is later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

57. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondents or OAG in agreeing to this Assurance.

58. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that the below officers, members, partners, or agents of Respondent entities, as the signatories to this Assurance are duly authorized officers, members, partners, or agents acting at the direction of the Board of Directors, Partnership, Limited Liability Companies of Respondents.

General Principles:

59. Unless a term limit for compliance is otherwise specified within this Assurance, Respondents' obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

60. With respect to the OAG, Respondents agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis, except to the extent necessary to defend itself in civil litigation or administrative proceedings.

61. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violate the Assurance after its effective date.

62. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

63. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

64. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

65. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

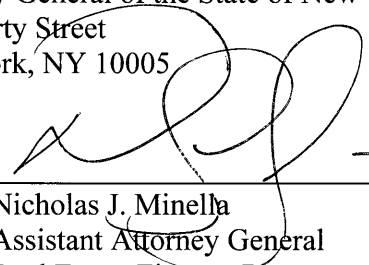
66. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

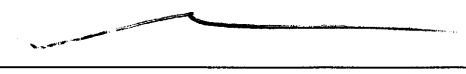
67. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

68. The effective date of this Assurance shall the date indicated below when counter-signed by the OAG.

Dated: New York, New York  
September 19, 2019

LETITIA JAMES  
Attorney General of the State of New York  
28 Liberty Street  
New York, NY 10005

By:   
\_\_\_\_\_  
Nicholas J. Minella  
Assistant Attorney General  
Real Estate Finance Bureau

By:   
\_\_\_\_\_  
Brent Meltzer  
Bureau Chief, Real Estate Finance Bureau



CLINTON HILL GP LLC, a Delaware limited partnership

By: [Signature]  
Name: Scott Silvers  
Title: Authorized Signatory

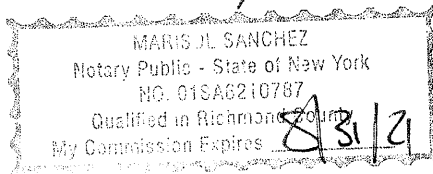
STATE OF NEW YORK )  
                                  )  
COUNTY OF NEW YORK )

ss.:

On the 11<sup>th</sup> day of September in the year 2019 before me personally came Scott Silvers to me known, who, being by me duly sworn, did depose that he is a(n) Authorized Signatory of CLINTON HILL GP LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Sworn to before me this 11<sup>th</sup> day of September, 2019

[Signature]  
NOTARY PUBLIC





429 GRAND AVENUE LP, a Delaware limited partnership

By: CLINTON HILL GP LLC, a Delaware limited liability company, its general partner

By: [Signature]  
Name: Scott Silvers  
Title: Authorized Signatory

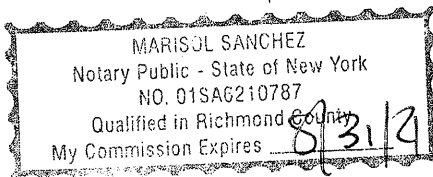
STATE OF NEW YORK )  
                                  )  
COUNTY OF NEW YORK )

ss.:

On the 11<sup>th</sup> day of September in the year 2019 before me personally came Scott Silvers to me known, who, being by me duly sworn, did depose that he is a(n) Authorized Signatory of CLINTON HILL GP LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Sworn to before me this  
11<sup>th</sup> day of September, 2019

[Signature]  
NOTARY PUBLIC





90 DOWNING STREET LP, a Delaware limited partnership

By: CLINTON HILL GP LLC, a Delaware limited liability company, its general partner

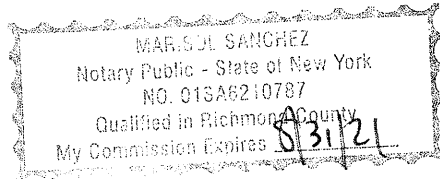
By: [Signature]  
Name: Scott Silvers  
Title: Authorized Signatory

STATE OF NEW YORK )  
                                  )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On the 11<sup>th</sup> day of September in the year 2019 before me personally came Scott Silvers to me known, who, being by me duly sworn, did depose that he is a(n) Authorized Signatory of CLINTON HILL GP LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Sworn to before me this 11<sup>th</sup> day of September, 2019

[Signature]  
NOTARY PUBLIC



27 PUTNAM AVENUE LP, a Delaware limited partnership

By: CLINTON HILL GP LLC, a Delaware limited liability company, its general partner

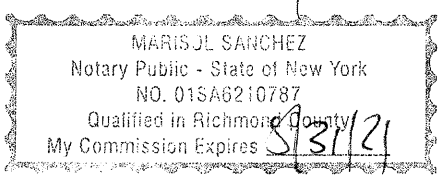
By: [Signature]  
Name: Scott Silvers  
Title: Authorized Signatory

STATE OF NEW YORK )  
                                  )  
COUNTY OF NEW YORK )      ss.:

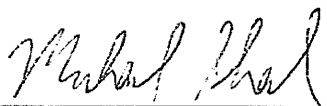
On the 1<sup>st</sup> day of September in the year 2019 before me personally came Scott Silvers to me known, who, being by me duly sworn, did depose that he is a(n) Authorized Signatory of CLINTON HILL GP LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Sworn to before me this 1<sup>st</sup> day of September, 2019

[Signature: Marisol Sanchez]  
NOTARY PUBLIC



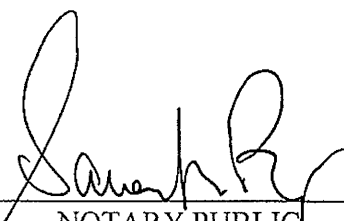
MICHAEL SHAH

  
\_\_\_\_\_  
Michael Shah

STATE OF New York )  
COUNTY OF New York ) SS.:

On this 12 day of September, 2019, Michael Shah, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he/she executed the within instrument by his/her signature on the instrument.

Sworn to before me this  
12 day of September, 2019

  
\_\_\_\_\_  
NOTARY PUBLIC

SAMANTHA BRAGA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BR6342479  
Qualified in Kings County  
My Commission Expires 05-23-2020

EXHIBIT A

Unit	Delshah Post IAI Legal Rent	Current Charged Rent	Monthly Overcharge
29-3C			
29-3E			
90-3			
90-11			
90-23			
90-28			
90-30			
90-33			
90-36			
90-37			
90-BSMT			
425-A4			
425-B2			
425-B7			
425-D1			
425-D2			
425-D5			
425-D7			
425-E2			
425-E4			
425-E8			
435-1A			
435-1B			
435-1D			
435-1F			
435-1G			
435-2C			
435-2D			
435-2E			
435-2F			
435-3C			
435-3F			
435-4C			
<b>Totals</b>			

## EXHIBIT B

6/13/2019  
050919

HPD Building, Registration & Violation Services -- Select -- [Home](#)

The selected address: **90 DOWNING STREET, Brooklyn 11238**

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class
234354 Active	86-90	01982	0069	2	23100	5	41	0	PVT	347404	B

- Other Units
- Property Owner Registration Information
- Charges
- Complaint Status
- Complaint History
- Litigation/Case Status
- Tenant Harassment Report
- All Open Violations
- prior year Open Viol.'s
- Escertification
- Overdue Lead Paint Viopl. Correction
- Vacate Orders
- I-Card Images
- PROS Online
- Bed Bugs
- Map

### Building Registration Summary Report

Find Apartment#

Owner	Last Reg Dt	Reg Expires Dt	Organization	Last Nm	First Nm	Home No	Street Nm	Apt	City	State	Zip
Head Officer	08/31/2018	09/01/2019		CASEY	LORI	381	PARK AVENUESOUTH	1515	New York	NY	10018
Corporation	08/31/2018	09/01/2019	90 DOWNING ST LP			381	PARK AVENUE SOUTH	1515	New York	NY	10016
Managing Agent	08/31/2018	09/01/2019	NEW YORK CITY MANAGEMENT	CATALIC JOHN	JOHN	381	PARK AVENUE SOUTH	1515	New York	NY	10016

#### Open Violations - ALL DATES

There are 34 Violations. Arranged by category: A class: 7 B class: 21 C class: 6 I class: 0

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

Apt Story	Reported Date, nov ISSUE Date	Hzrd Class no	Order ID, NOV ID, NOV Type	Violation Description	Status Date	Certify By Actual Date
38 5	2019/06/06 B 2019/06/10	501	13110430 6505608 Original	§ 27-2005 adm code properly repair the broken or defective intercom system from building entrance door to apartment unit located at apt 38, 5th story, 1st apartment from west at north	NOV SENT 2019/06/10	2019/07/29
38 5	2019/06/06 A 2019/06/10	502	13110435 6505607 Original	§ 27-2005 adm code properly repair with similar material the broken or defective vinyl floor tiles in the private hallway located at apt 38, 5th story, 1st apartment from west at north	NOV SENT 2019/06/10	2019/09/27
38 5	2019/06/06 B 2019/06/10	1503	13110437 6505608 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s), defective in the entire apartment located at apt 38, 5th story, 1st apartment from west at north	NOV SENT 2019/06/10	2019/07/29
38 5	2019/06/06 B 2019/06/10	702	13110458 6505608 Original	§ 27-2045 adm code repair or replace the smoke detector, in the entire apartment located at apt 38, 5th story, 1st apartment from west at north	NOV SENT 2019/06/10	2019/07/29
28 4	2019/05/08 B 2019/05/10	583	13058969 6477140 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at all ceilings and all walls in the entire apartment located at apt 28, 4th story, 1st apartment from south at west	NOV SENT 2019/05/10	2019/06/28
28 4	2019/05/08 B 2019/05/10	508	13058974 6477140 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color all ceilings and all walls in the entire apartment located at apt 28, 4th story, 1st apartment from south at west	NOV SENT 2019/05/10	2019/06/28
All Stories	2019/05/08 B 2019/05/10	504	13059039 6477140 Original	§ 27-2005 adm code provide brackets for air conditioners at 2, 3, and 4 stories in front of building	NOV SENT 2019/05/10	2019/06/28
1	2019/05/08 C 2019/05/10	505	13059100 6477141 Original	§ 27-2005 adm code replace with new the broken or defective glass pane on door at entrance to building at lobby, 1st story	NOV SENT 2019/05/10	2019/05/23
1	2019/04/19 B 2019/04/22	505	13026484 6458183 Original	§ 27-2005 adm code replace with new the broken or defective lower glass panel at building entrance door, 1st story	NOV SENT 2019/04/22	2019/06/10

[https://npsdonline.hpdnyc.org/HPDOnline/select\\_application.aspx](https://npsdonline.hpdnyc.org/HPDOnline/select_application.aspx)

6/13/2019

HPD Building Info

35 5	2018/04/20 C 2018/04/23	510	12347160 6071236 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of illegal key operated lock at door to room with fire escapes in the entire apartment located at apt 35, 5th story, 2nd apartment from east at south	NOV LATE 2018/05/10	2018/05/06 2018/05/10
32 4	2018/04/06 A 2018/04/09	591	12325638 6060003 Original	§ 27-2026 adm code reset, so as to secure a proper and light connection, the water closet bowl in the bathroom located at apt 32, 4th story, 1st apartment from north at east	NOV SENT 2018/04/09	2018/07/27
32 4	2018/04/05 C 2018/04/09	501	12325639 6060004 Original	§ 27-2005 adm code properly repair the broken or defective spring balance at 1st window from north lower sash in the 2nd room from east at north located at apt 32, 4th story, 1st apartment from north at east	NOV SENT 2018/04/09	2018/04/22
32 4	2018/04/06 C 2018/04/09	505	12325640 6060004 Original	§ 27-2005 adm code replace with new the broken or defective glass pane at 2nd window at north lower sash in the 1st room from east at north located at apt 32, 4th story, 1st apartment from north at east	NOV SENT 2018/04/09	2018/04/22
40 4	2018/03/07 B 2018/03/09	508	12276012 6035601 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 1st room from north located at apt 40, 4th story, 1st apartment from north at east	NOV SENT 2018/03/09	2018/04/27
34 4	2018/01/03 B 2018/01/05	501	12169751 5975914 Original	§ 27-2005 adm code properly repair the broken or defective electric outlet at north wall. In the kitchen located at apt 34, 4th story, 1st apartment from east at south	NOV SENT 2018/01/05	2018/02/23
34 4	2018/01/03 B 2018/01/05	507	12169762 5975914 Original	§ 27-2005 adm code repair the roof so that it will not leak over the ceiling in the 1st room from north at west located at apt 34, 4th story, 1st apartment from east at south	NOV SENT 2018/01/05	2018/02/23
34 4	2018/01/03 B 2018/01/05	508	12169763 5975914 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the 1st room from north at west located at apt 34, 4th story, 1st apartment from east at south	NOV SENT 2018/01/05	2018/02/23
10 2	2018/01/03 C 2018/01/05	508	12169776 5975915 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the 1st room from north located at apt 10, 2nd story, 2nd apartment from east at south	NOV SENT 2018/01/05	2018/03/18
40 5	2017/06/25 A 2017/06/29	508	11847136 5788865 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the 1st room from east at north located at apt 40, 5th story, 1st apartment from north at east	NOV LATE 2018/05/07	2017/10/16 2018/05/07
31 4	2017/06/19 B 2017/06/21	569	11836661 5781532 Original	§ 27-2018 admin. code: abate the nuisance consisting of mice in the kitchen located at apt 31, 4th story, 2nd apartment from west at north	NOT COMPLIED 2018/01/04	2017/08/09
31 4	2017/06/19 B 2017/06/21	501	11836696 5781532 Original	§ 27-2005 adm code properly repair the broken or defective counter balance lower window sash in the kitchen located at apt 31, 4th story, 2nd apartment from west at north	NOT COMPLIED 2018/01/04	2017/08/09
31 4	2017/06/19 B 2017/06/21	501	11836720 5781532 Original	§ 27-2005 adm code properly repair the broken or defective counter balance at lower window sash at north wall in the 1st room from north at east located at apt 31, 4th story, 2nd apartment from west at north	NOT COMPLIED 2018/01/04	2017/08/09
31 4	2017/06/15 B 2017/06/19	569	11831447 5779147 Original	§ 27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 31, 4th story, 2nd apartment from west at north	NOT COMPLIED 2018/01/04	2017/08/07
	2017/05/09 C 2017/05/12	672	11774813 5749957 Original	§ 27-2033 adm code provide ready access to buildings heating system locked door to cellar at south fire passage way	NOT COMPLIED 2017/12/28	2017/05/25
26 4	2016/12/14 B 2016/12/21	530	11578585 5643899 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors in the entrance located at apt 26, 4th story, 1st apartment from east at south	1 NO ACCESS 2018/01/04	2017/02/08
10 2	2016/12/14 B 2016/12/21	508	11578613 5643903 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at walls & ceiling in the entire apartment located at apt 10, 2nd story, 2nd apartment from east at south	NOT COMPLIED 2018/01/04	2017/02/08
10 2	2016/12/14 B 2016/12/21	501	11578619 5643903 Original	§ 27-2005 adm code properly repair the broken or defective upper sash window in the 1st room from east located at apt 10, 2nd story, 2nd apartment from east at south	NOT COMPLIED 2018/01/04	2017/02/08
31 4	2016/10/19 B 2016/10/21	569	11443543 5541641 Original	§ 27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 31, 4th story, 2nd apartment from west at north	NOT COMPLIED 2018/01/04	2016/12/09
Fire Escape	2016/03/07 B 2016/03/09	510	11146530 5382227 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of air conditioner units protruding beyond window sill without security brackets over sidewalk at 2nd, 3rd and 4th floors, at building front	NOT COMPLIED 2017/12/28	2016/04/27
30 4	2015/11/14 A 2016/02/03	556	11099232 5356318 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the ceiling in the	1 NO ACCESS 2018/01/04	2016/05/22

[https://hponline.hpdnyc.org/HPDOnline/select\\_application.aspx](https://hponline.hpdnyc.org/HPDOnline/select_application.aspx)

6/13/2019

HPD Building Info

				bathroom located at apt 30, 4th story, 1st apartment from west at north		
7	2015/12/03 A	529	11024186	§ 27-2005 adm code refit closet door in the 1st room from north at east located at apt 7, 1st story, 1st apartment from north at east	NOT	2016/03/25
1	2015/12/07		5319493 Original		COMPLIED	2016/12/09 2017/12/28
31	2011/11/14 B	569	9204712	§ 27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 31, 4th story, 2nd apartment from west at north	NOT	2012/01/05
4	2011/11/17		4298599 Original		COMPLIED	2018/01/04
31	2009/09/03 A	529	8044806	§ 27-2005 adm code refit all windows in the entire apartment located at apt 31, 4th story, 2nd apartment from west at north	NOT	2009/12/26
4	2009/09/08		3743245 Original		COMPLIED	2009/09/28 2018/01/04
33	2008/04/02 A	591	7223566	§ 27-2026 adm code reset, so as to secure a proper and tight connection, the water closet bowl. In the bathroom located at apt 33, 4th story, 2nd apartment from north at east	1 NO	2008/07/22
4	2008/04/04		3243697 Original		ACCESS	2016/12/09 2018/01/04



Services | News & Features | City Life | City Agencies | Office of the Mayor | Contact Us | Search

NYC.gov - NEW YORK CITY'S OFFICIAL WEB SITE

HPD Building, Registration & Violation Services  [Home](#)

The selected address: **29 PUTNAM AVENUE, Brooklyn 11238**

This building has filed records with the **New York State Division of Housing and Community Renewal** at least one time from 1993 to the present year and may contain one or more regulated apartments.

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class	
B58057	Active	27-29	01982	0077	2	23100	4	20	0	PVT	347409	B

- Other Units
- Property Owner Registration Information
- Charges
- Complaint Status
- Complaint History
- Litigation/Case Status
- Tenant Harassment Report
- All Open Violations
- prior year Open Viol.'s
- Recertification
- Overdue Lead Paint Viol. Correction
- Vacate Orders
- I-Card Images
- PROS Online
- Bed Bugs
- Map

**Building Registration Summary Report**

Find Apartment#

Owner	Last Reg Dt	Reg Expiry Dt	Organization	Last Nm	First Nm	House No	Street Nm	Apt	City	State	Zip
Head Officer	08/31/2018	09/01/2019		CASEY	LORI	381	PARK AVENUE SOUTH	1515	New York	NY	10016
Corporation	08/31/2018	09/01/2019	27 PUTNAM AVE LP			381	PARK AVENUE SOUTH	1515	New York	NY	10016
Managing Agent	08/31/2018	09/01/2019	NEW YORK CITY MANGEMENT	CATALIC	JOHN	381	PARK AVENUE SOUTH	1515	New York	NY	10016

**Open Violations - ALL DATES**  
There are **22** Violations. Arranged by category: **A class: 2 B class: 11 C class: 9 I class: 0**

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

Apt Story	Reported Date	Hzrd Class	Order no	Violation ID, NOV ID, NOV Type	Violation Description	Status Date	Cerlify By Date Actual Crr. Date
1A	2019/04/12	C	510	13013717	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of hot water exceeding the maximum temperature of 130 degrees at all hot water fixtures in the entire apartment located at apt 1a, 1st story, 1st apartment from north at east	NOV SENT	2019/04/28
1	2019/04/15			6450916 Original		2019/04/15	
1A	2019/04/12	C	790	13013720	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 3; wg to replace = 0; wg to repair = 0; in the entire apartment located at apt 1a, 1st story, 1st apartment from north at east	NOV SENT	2019/05/18
1	2019/04/15			6450917 Original		2019/04/15	
2D	2018/10/04	A	556	12693133	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the ceiling in the 1st room from east located at apt 2d, 2nd story, 1st apartment from south at west	NOV SENT	2019/02/09
2	2018/10/23			6267843 Original		2018/10/23	
2D	2018/10/04	A	556	12693134	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the ceiling in the bathroom located at apt 2d, 2nd story, 1st apartment from south at west	NOV SENT	2019/02/09
2	2018/10/23			6267843 Original		2018/10/23	
2D	2018/10/04	B	530	12623128	§ 27-2005, 2007 adm code arrange and make self-closing the doors at front entrance located at apt 2d, 2nd story, 1st apartment from south at west	NOV SENT	2018/11/27
2	2018/10/09			6215088 Original		2018/10/09	
4C	2018/09/27	B	530	12609396	§ 27-2005, 2007 adm code arrange and make self-closing the doors egress door in the 1st room from north at east located at apt 4c, 4th story, 2nd apartment from south at west, section "south"	NOV SENT	2018/11/19
4	2018/10/01			6206561 Original		2018/10/01	



6/13/2019

HPD Building Info

2D 2	2018/09/27 B 2018/10/01	568	12609406 6206562 Original	§ 27-2018 admin. code: abate the nuisance consisting of roaches in the entire apartment located at apt 2d, 2nd story, 2nd apartment from south at west, section "south"	NOV SENT 2018/10/01	2018/11/19
2D 2	2018/09/27 B 2018/10/01	569	12609410 6206562 Original	§ 27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 2d, 2nd story, 2nd apartment from south at west, section "south"	NOV SENT 2018/10/01	2018/11/19
2D 2	2016/01/27 C 2016/02/17	616	11116926 5366184 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) south wall in the 3rd room from east at south located at apt 2d, 2nd story, 1st apartment from south at west	DEFECT LETTER 2018/10/05	2016/03/21
2D 2	2016/01/27 C 2016/02/01	790	11091458 5353700 Original	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 0; wg to replace = 2; wg to repair = 0; in the entire apartment located at apt 2d, 2nd story, 1st apartment from south at west	NOT COMPLIED 2018/10/05	2016/03/05 2017/02/24
2C 2	2015/11/28 B 2015/11/30	501	11017954 5315693 Original	§ 27-2005 adm code properly repair the broken or defective window counter balance lower sash in the 1st room from east at south located at apt 2c, 2nd story, 1st apartment from west at north	2 NO ACCESS 2018/10/05	2016/01/18
2C 2	2015/11/28 B 2015/11/30	1503	11017962 5315693 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). defective located at apt 2c, 2nd story, 1st apartment from west at north	2 NO ACCESS 2018/10/05	2016/01/18
2C 2	2015/11/28 B 2015/11/30	702	11017963 5315693 Original	§ 27-2045 adm code repair or replace the smoke detector defective located at apt 2c, 2nd story, 1st apartment from west at north	2 NO ACCESS 2018/10/05	2016/01/18
2D 2	2015/11/20 C 2015/11/25	790	11012419 5313533 Original	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 1; wg to replace = 0; wg to repair = 1; in the entire apartment located at apt 2d, 2nd story, 1st apartment from south at west	NOT COMPLIED 2018/10/05	2015/12/28
2D 2	2015/11/20 C 2015/11/25	617	11013918 5313532 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st door frame from north at east wall, south wall, west wall in the 3rd room from east at south located at apt 2d, 2nd story, 1st apartment from south at west	DEFECT LETTER 2018/10/05	2015/12/28
2D 2	2015/11/20 C 2015/11/25	617	11013919 5313532 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) north wall, east wall in the 3rd room from east at north located at apt 2d, 2nd story, 1st apartment from south at west	DEFECT LETTER 2018/10/05	2015/12/28
2E 2	2015/11/14 B 2015/11/18	583	11002118 5308788 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the kitchen located at apt 2e, 2nd story, 1st apartment from west at north, section at north	1 NO ACCESS 2018/10/05	2016/01/06
2E 2	2015/11/14 B 2015/11/18	508	11002119 5308788 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and east wall in the kitchen located at apt 2e, 2nd story, 1st apartment from west at north, section at north	1 NO ACCESS 2018/10/05	2016/01/06
2E 2	2013/10/30 B 2013/11/01	583	10022793 4718287 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the kitchen located at apt 2e, 2nd story, apartment at north	1 NO ACCESS 2018/10/05	2013/12/20
2E 2	2013/10/30 B 2013/11/01	508	10022796 4718287 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the kitchen located at apt 2e, 2nd story, apartment at north	1 NO ACCESS 2018/10/05	2013/12/20
3C 3	2006/12/14 C 2006/12/18	617	6512075 2871917 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) east wall in the 1st room from north located at apt 3c, 3rd story, 1st apartment from south at west	DEFECT LETTER 2018/10/05	2007/01/18 2007/02/09
3C 3	2006/12/14 C 2006/12/18	617	6512077 2871917 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) north wall, south wall, east wall in the 2nd room from north at east located at apt 3c, 3rd story, 1st apartment from south at west	DEFECT LETTER 2018/10/05	2007/01/18 2007/02/09

[https://hpdonline.hpdnyc.org/HPDOnline/select\\_application.aspx](https://hpdonline.hpdnyc.org/HPDOnline/select_application.aspx)

2/3

The selected address: **425 GRAND AVENUE, Brooklyn 11238**

This building has filed records with the **New York State Division of Housing and Community Renewal** at least one time from 1993 to the present year and may contain one or more regulated apartments.

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class	
B02375	Active	423-425	01982	0007	2	23100	5	38	0	EVT	347405	R

- Other Units
- Property Owner
- Registration Information
- Charges
- Complaint Status
- Complaint History
- Litigation/Case Status
- Tenant Harassment Report
- All Open Violations
- Prior year Open Viol.'s
- Certification
- Overdue Lead Paint Viol. Correction
- Vacate Orders
- I-Card Images
- PROS Online
- Bed Bugs
- Map

### Building Registration Summary Report

Find Apartment#

Owner	Last Reg Dt	Organization	Last Name	First Name	House No	Street Name	Apt	City	State	Zip
Head Officer	08/31/2018 09/01/2019		CASEY	LORI	381	PARK AVENUE SOUTH	1515	New York	NY	10016
Corporation	08/31/2018 09/01/2019	423 GRAND AVE LP			381	PARK AVENUE SOUTH	1515	New York	NY	10016
Managing Agent	08/31/2018 09/01/2019	NEW YORK CITY MANAGEMENT	CATALIC	JOHN	381	PARK AVENUE SOUTH	1515	New York	NY	10016

**Open Violations - ALL DATES**  
 There are **100** Violations. Arranged by category: **A class: 29 B class: 65 C class: 6 I class: 0**

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

Apt Story	Reported Date, NOV ISSUED Date	Hzrd Class no	Order no	Violation ID, NOV ID, NOV Type	Violation Description	Status Date	Certify By Date Actual Cert. Date
C5 3	2019/05/01 2019/05/03	A	502	13046827 6470306 Original	§ 27-2005 adm code property repair with similar material the broken or defective vinyl floor tiles in the 2nd room from east located at apt c5, 3rd story, 2nd apartment from east at south, section at east	NOV SENT 2019/05/03	2019/08/20
C5 3	2019/05/01 2019/05/03	A	502	13046834 6470306 Original	§ 27-2005 adm code property repair with similar material the broken or defective caulking at base of walls around bathtub in the bathroom located at apt c5, 3rd story, 2nd apartment from east at south, section at east	NOV SENT 2019/05/03	2019/08/20
C5 3	2019/05/01 2019/05/03	A	502	13046838 6470306 Original	§ 27-2005 adm code property repair with similar material the broken or defective grout at west wall at bathtub in the bathroom located at apt c5, 3rd story, 2nd apartment from east at south, section at east	NOV SENT 2019/05/03	2019/08/20
C5 3	2019/05/01 2019/05/03	A	502	13046843 6470306 Original	§ 27-2005 adm code property repair with similar material the broken or defective vinyl floor tiles in the 3rd room from east at north located at apt c5, 3rd story, 2nd apartment from east at south, section at east	NOV SENT 2019/05/03	2019/08/20
B7 2	2019/03/23 2019/03/25	B	508	12976909 6431164 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color north wall in the bathroom located at apt b7, 2nd story, 2nd apartment from north at east, section "east"	NOV LATE 2019/05/14	2019/05/13 2019/05/14
B7 2	2019/03/23 2019/03/25	B	508	12976912 6431164 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling around steam riser pipe in the 1st room from north located at apt b7, 2nd story, 2nd apartment from north at east, section "east"	NOV LATE 2019/05/14	2019/05/13 2019/05/14

The selected address: **425 GRAND AVENUE, Brooklyn 11238**

This building has filed records with the **New York State Division of Housing and Community Renewal** at least one time from 1993 to the present year and may contain one or more regulated apartments.

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class	
002175	Active	423-425	01982	0007	2	23100	5	38	0	PVT	347405	R

- Other Units
- Property Owner Registration Information
- Charges
- Complaint Status
- Complaint History
- Litigation/Case Status
- Tenant Harassment Report
- All Open Violations
- 12 Month Prior Year Open Viol.'s
- Recertification
- Overdue Lead Paint Viol. Correction
- Vacate Orders
- I-Card Images
- PROS Online
- Bed Bugs
- Map

**Building Registration Summary Report**

Find Apartment#

Owner	Last Reg Dt	Organization	Last Na	First Na	House No	Street Nm	Apt	City	State	Zip
Head Officer	08/31/2018 09/01/2019		CASEY	LORI	381	PARK AVENUE SOUTH	1515	New York	NY	10016
Corporation	08/31/2018 09/01/2019	423 GRAND AVE LP			381	PARK AVENUE SOUTH	1515	New York	NY	10016
Managing Agent	08/31/2018 09/01/2019	NEW YORK CITY MANAGEMENT	CATALIC	JOHN	381	PARK AVENUE SOUTH	1515	New York	NY	10016

**Open Violations - ALL DATES**  
There are **100 Violations**. Arranged by category: **A class: 29 B class: 65 C class: 6 I class: 0**

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

Apt Story	Reported Date	Hzrd Class no	Order ID, NOV ID, NOV Type	Violation Description	Status	Certify By Date
C5 3	2019/05/01 2019/05/03	A 502	13046827 6470306 Original	§ 27-2005 adm code properly repair with similar material the broken or defective vinyl floor tiles in the 2nd room from east located at apt c5, 3rd story, 2nd apartment from east at south , section at east	NOV SENT	2019/08/20 2019/05/03
C5 3	2019/05/01 2019/05/03	A 502	13046834 6470306 Original	§ 27-2005 adm code properly repair with similar material the broken or defective caulking at base of walls around bathtub in the bathroom located at apt c5, 3rd story, 2nd apartment from east at south , section at east	NOV SENT	2019/08/20 2019/05/03
C5 3	2019/05/01 2019/05/03	A 502	13046838 6470306 Original	§ 27-2005 adm code properly repair with similar material the broken or defective grout at west wall at bathtub in the bathroom located at apt c5, 3rd story, 2nd apartment from east at south , section at east	NOV SENT	2019/08/20 2019/05/03
C5 3	2019/05/01 2019/05/03	A 502	13046843 6470306 Original	§ 27-2005 adm code properly repair with similar material the broken or defective vinyl floor tiles in the 3rd room from east at north located at apt c5, 3rd story, 2nd apartment from east at south , section at east	NOV SENT	2019/08/20 2019/05/03
B7 2	2019/03/23 2019/03/25	B 508	12976909 6431164 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color north wall in the bathroom located at apt b7, 2nd story, 2nd apartment from north at east , section "east"	NOV LATE	2019/05/13 2019/05/14 2019/05/14
B7 2	2019/03/23 2019/03/25	B 508	12976912 6431164 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling around steam riser pipe in the 1st room from north located at apt b7, 2nd story, 2nd apartment from north at east , section "east"	NOV LATE	2019/05/13 2019/05/14 2019/05/14

H&PD Building Info

B7 2	2019/03/23 B 2019/03/25	530	12976915 6431164 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors ... in the entrance located at apt b7, 2nd story, 2nd apartment from north at east , section "east"	NOV LATE 2019/05/14	2019/05/13 2019/05/14
A5 1	2019/03/14 B 2019/03/18	508	12961010 6423428 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the 1st room from east at south located at apt a5, 1st story, 1st apartment from north at east	NOV SENT 2019/03/18	2019/05/06
A5 1	2019/03/14 B 2019/03/18	550	12961015 6423430 Original	§ 27-2017.3 hmc: trace and repair the source and abate the visible mold condition... at ceiling / 20 square feet / in the 1st room from east at south located at apt a5, 1st story, 1st apartment from north at east , section at east	OPEN 2019/06/11	2019/05/06
	2019/03/14 A 2019/03/18	500	12961019 6423429 Original	§ 26-1103 admin. code: post and maintain a proper notice on wall of the entrance story in english and spanish on the availability of the agency's housing information guide. a sample notice can be found at www.nyc.gov/hpd.	NOV SENT 2019/03/18	2019/07/05
	2019/03/14 A 2019/03/18	1506	12961021 6423429 Original	§ 27-2005 hmc: post, in a form approved by the commissioner, and maintain a notice in a common area of the building regarding the procedures that should be followed when a gas leak is suspected	NOV SENT 2019/03/18	2019/07/05
1	2019/03/14 A 2019/03/18	700	12961024 6423429 Original	§ 27-2045 adm code post a proper notice of smoke detector requirements, in a form approved by the commissioner, at or near the mail box missing at public hall, 1st story	NOV SENT 2019/03/18	2019/07/05
1	2019/03/14 A 2019/03/18	1501	12961025 6423429 Original	§ 27-2046.1 hmc: post a proper notice of carbon monoxide detecting device requirements, in a form approved by the commissioner, in a common area of a class a multiple dwelling near inspection certificate or provide notice to tenants in a private dwelling. at public hall, 1st story	NOV SENT 2019/03/18	2019/07/05
C5 3	2019/01/17 A 2019/01/22	502	12860446 6367528 Original	§ 27-2005 adm code properly repair with similar material the broken or defective vinyl tiles on the floor. in the 3rd room from east at north located at apt c5, 3rd story, apartment at south	NOV SENT 2019/01/22	2019/05/11
D8 4	2018/11/28 C 2018/12/07	616	12792916 6331537 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rny §11-06(b)(2) 2nd door frame from west at north wall, 1st door frame from west at north wall in the foyer located at apt d8, 4th story, 1st apartment from north at east	NOV SENT 2018/12/07	2019/01/09
D8 4	2018/11/28 B 2018/11/30	501	12779845 6324792 Original	§ 27-2005 adm code properly repair the broken or defective counter balance of the upper sash at west 1 window in the 2nd room from east at south located at apt d8, 4th story, 1st apartment from north at east	NOV SENT 2018/11/30	2019/01/18
Cellar	2018/11/10 C 2018/11/14	672	12751621 6310550 Original	§ 27-2033 adm code provide ready access to buildings heating system boiler room door locked at cellar	CIV10 MAILED 2018/12/21	2018/11/27 2018/11/21
C3 3	2018/09/23 B 2018/09/27	530	12600774 6204624 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors , in the entrance located at apt c3, 3rd story, 2nd apartment from east at south	NOV SENT 2018/09/27	2018/11/15
C3 3	2018/09/23 B 2018/09/27	1503	12600775 6204624 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s), missing in the entire apartment located at apt c3, 3rd story, 2nd apartment from east at south	NOV SENT 2018/09/27	2018/11/15
C3 3	2018/09/23 B 2018/09/27	702	12600776 6204624 Original	§ 27-2045 adm code repair or replace the smoke detector missing in the entire apartment located at apt c3, 3rd story, 2nd apartment from east at south	NOV SENT 2018/09/27	2018/11/15
D8 4	2018/09/06 C 2018/09/10	617	12569101 6186327 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rny §11-06(b)(2) 1st door frame from south at west wall in the 1st room from east located at apt d8, 4th story, 1st apartment from north at east	NOV SENT 2018/09/10	2018/10/13
D8 4	2018/09/06 C 2018/09/10	617	12569104 6186327 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rny §11-06(b)(2) 1st door frame from west at north wall, 2nd door frame from west at north wall, north wall, south wall in the foyer located at apt d8, 4th story, 1st apartment from north at east	NOV SENT 2018/09/10	2018/10/13
Yards / Courts	2018/07/11 B 2018/07/19	687	12473478 6143167 Original	§ 27-2040 adm code install and maintain sufficient light or lights of at least 100 watts incandescent or equivalent each, to light adequately from sunset to sunrise the rear yard	NOV SENT 2018/07/19	2018/09/06
Fire	2018/07/11 B 2018/07/19	512 *	12473479 6143167	§ 27-2005 adm code fire escape defective. replace with new the broken, defective and/or missing drop	NOV SENT 2018/07/19	2018/09/06

[https://hpconline.hpdnyc.org/H&PDOnline/select\\_application.aspx](https://hpconline.hpdnyc.org/H&PDOnline/select_application.aspx)

6/13/2019

## HPD Building Info

Escape	Original					
				ladder bottom guide at north fire escape		
1	2018/07/11 B 2018/07/19	510	12473480 6143167 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of wood panel obstructing light and ventilation installed at window under stairs at public hall, 1st story, section at west	NOV SEAT 2018/07/19	2018/09/06
3	2018/07/11 B 2018/07/19	510	12473481 6143167 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of plexy glass installed at window at public hall, 3rd story, section at east	NOV SERV 2018/07/19	2018/09/06
C5 3	2018/06/01 D 2018/06/05	530	12414279 6106439 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors .. in the entrance located at apt c5, 3rd story, 2nd apartment from east at south , section at east	CIV10 MAILED 2018/09/12	2018/07/24 2018/07/16
C5 3	2018/02/09 B 2018/02/12	530	12234426 6014614 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors in the entrance located at apt c5, 3rd story, 2nd apartment from east at south	1 NO ACCESS 2018/07/20	2018/04/02
C5 3	2018/02/09 A 2018/02/12	556	12234432 6014613 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department ceiling and walls in the bathroom located at apt c5, 3rd story, 2nd apartment from east at south	1 NO ACCESS 2018/07/20	2018/06/01
C3 3	2018/02/05 B 2018/02/07	702	12227289 6010683 Original	§ 27-2045 adm code repair or replace the smoke detector missing located at apt c3, 3rd story, 2nd apartment from east at south	1 NO ACCESS 2018/07/20	2018/03/28
C3 3	2018/02/05 B 2018/02/07	1503	12227291 6010683 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s), missing located at apt c3, 3rd story, 2nd apartment from east at south	1 NO ACCESS 2018/07/20	2018/03/28
C3 3	2017/11/17 B 2017/11/21	1503	12082142 5916829 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). " defective " in the entire apartment located at apt c3, 3rd story, 2nd apartment from east at south	1 NO ACCESS 2018/07/20	2018/01/09
C3 3	2017/11/17 B 2017/11/21	702	12082146 5916829 Original	§ 27-2045 adm code repair or replace the smoke detector " defective " in the entire apartment located at apt c3, 3rd story, 2nd apartment from east at south	1 NO ACCESS 2018/07/20	2018/01/09
C3 3	2017/11/17 A 2017/11/21	502	12082173 5916828 Original	§ 27-2005 adm code properly repair with similar material the broken or defective vinyl tiles floor in the 2nd room from east at north located at apt c3, 3rd story, 2nd apartment from east at south	1 NO ACCESS 2018/07/20	2018/03/10
C3 3	2017/11/17 A 2017/11/21	556	12082176 5916828 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the ceiling in the kitchen located at apt c3, 3rd story, 2nd apartment from east at south	1 NO ACCESS 2018/07/20	2018/07/20

The selected address: 435 GRAND AVENUE, Brooklyn 11238

This building has filed records with the [New York State Division of Housing and Community Renewal](#) at least one time from 1993 to the present year and may contain one or more regulated apartments.

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class	
802182	Active	427-435	01982	0001	2	23100	4	29	0	PVT	347403	2

- Other Units
- Property Owner Registration Information
- Charges
- Complaint Status
- Complaint History
- Litigation/Case Status
- Tenant Harassment Report
- All Open Violations
- prior year Open Viol's
- Recertification
- Overdue Lead Paint Viol. Correction
- Vacate Orders
- I-Card Images
- PROS Online
- Bed Bugs
- Map

**Building Registration Summary Report**

Find Apartment#

Owner	Last Reg Dt	Expire Dt	Organization	Last Nm	First Nm	House No	Street No	Apt	City	State	Zip
Head Officer	08/31/2018	09/01/2019		CASEY	LORI	381	PARK AVENUE SOUTH	1515	New York	NY	10016
Corporation	08/31/2018	09/01/2019	429 GRAND AVE LP			381	PARK AVENUE SOUTH	1515	New York	NY	10016
Managing Agent	08/31/2018	09/01/2019	NEW YORK CITY MANAGEMENT	CATALIC	JOHN	381	PARK AVENUE SOUTH	1515	New York	NY	10016

**Open Violations - ALL DATES**  
There are 6 Violations. Arranged by category: A class: 0 B class: 5 C class: 1 I class: 0

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

Apt Story	Reported Date	Hzrd Class no	Order Viol ID	Violation Description	Status Date	Certify By Actual Date
3A	2018/11/13	B	508	12753793 § 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color .the ceiling and all walls in the 5th room from east located at apt 3a, 3rd story, 2nd apartment from south at west , section at south	NOV SENT	2019/01/03
3	2018/11/15			Original	2018/11/15	
1	2018/09/27	B	502	12609431 § 27-2005 adm code properly repair with similar material the broken or defective 1st marble tread from bottom up after intermediate landing at public hall stairs, 1st story, section "south"	NOV SENT	2018/11/19
	2018/10/01			Original	2018/10/01	
3A	2018/09/12	B	569	12579350 § 27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 3a, 4th story, 2nd apartment from south at west , section at south	NOT COMPLIED	2018/11/05
4	2018/09/17			Original	2018/09/27	2018/10/12
3A	2018/09/12	B	508	12579353 § 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at south and west walls in the 3rd room from east located at apt 3a, 4th story, 2nd apartment from south at west , section at south	NOT COMPLIED	2018/11/05
4	2018/09/17			Original	2018/10/12	2018/09/27
3D	2017/01/14	C	508	11609632 § 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the bathroom located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS	2017/01/30
3	2017/01/17			Original	2018/10/05	
4F	2017/01/03	B	530	11595489 § 27-2005, 2007 adm code arrange and make self-closing the doors ... in the entrance located at apt 4f, 4th story, 1st apartment from south at west	2 NO ACCESS	2017/02/23
4	2017/01/05			Original	2018/10/05	2017/02/24

**EXHIBIT C**

[Date]

Dear Tenant of Apartment \_\_\_\_, Building \_\_\_\_:

[Landlord name] (the "Landlord") has settled an investigation by the Office of the New York Attorney General (the OAG) concerning your building. As part of this settlement (Assurance of Discontinuance No. 19-106), we have recalculated the legal regulated rent in your apartment.

The legal regulated rent is the maximum amount of rent that a landlord can charge in a rent stabilized apartment. A landlord can charge a "preferential rent" which is less than the legal regulated rent. A change in the legal regulated rent will not change your preferential rent (unless the legal regulated rent is lower than the preferential rent) and the landlord, under the new rent laws, cannot revoke your preferential rent to charge the higher legal regulated rent at this time.

According to our calculations, your legal regulated rent was incorrectly calculated and should be set at \$\_\_\_\_. Your new legal regulated rent is lower than the preferential rent of \$\_\_\_\_ that we have been charging you. As such, we believe you are owed a rent overcharge of \$\_\_\_\_ based on an overcharge of \$\_\_\_\_/month for the period of [X-Y]. We are not providing you with interest or treble damages although you may be entitled to collect these monies as well if you were able to show that the overcharge was willful. The law presumes the overcharge is willful, and the landlord would have to show that it was not willful.

**Even though you are receiving a rent overcharge award, this amount could be larger or smaller if you challenge our calculation of the legal regulated rent and DHCR makes a determination different from our calculation or you seek interest or treble damages and are able to show that the overcharge was willful. The law presumes the overcharge is willful, and**

**the landlord would have to show that it was not willful. We cannot retaliate against you for challenging the legal regulated rent and we understand it is your right to challenge the rent.**

If you choose to file an overcharge complaint, you may, go to HCR's website to get instructions and the form: <https://hcr.ny.gov/system/files/documents/2019/04/ra89.pdf>. A copy of the overcharge complaint and instructions are also attached to this letter. To receive assistance in filling out the form, you can contact a Single Stop provider (<https://singlestopusa.org/find-a-location/locations/>) or IMPACCT, a non-profit organization that is funded through the New York City Department of Housing Preservation and Development (<https://impacctbrooklyn.org/>).

Should you have any immediate questions, please call [Landlord's Managing Agent] at \_\_\_\_\_ and ask to speak with \_\_\_\_\_ about this Notice.

Very truly yours,

[Landlord]



## EXHIBIT D

[Date]

Dear Tenant of Apartment \_\_\_\_, Building \_\_\_\_:

[Landlord name] (the “Landlord”) has settled an investigation by the Office of the New York Attorney General (the OAG) concerning your building. As part of this settlement (Assurance of Discontinuance No. 19-106), we have recalculated the legal regulated rent in your apartment.

The legal regulated rent is the maximum amount of rent that a landlord can charge in a rent stabilized apartment. A landlord can charge a “preferential rent” which is less than the legal regulated rent. A change in the legal regulated rent will not change your preferential rent (unless the legal regulated rent is lower than the preferential rent) and the landlord, under the new rent laws, cannot revoke your preferential rent to charge the higher legal regulated rent.

According to our calculations, your legal regulated rent was incorrectly calculated and should be set at \$ \_\_\_\_\_. Your new legal regulated rent is still higher than the preferential rent of \$ \_\_\_\_\_ that we have been charging you. As such, we do not believe that you were overcharged and are not entitled to a refund of rent or treble damages as a penalty for a willful overcharge.

**You can challenge our calculation of the legal regulated rent and if DHCR rules that the legal regulated rent is lower than your preferential rent, you would be entitled to a refund of the overcharged rent. In addition, you may be entitled to treble damages of the overcharge if the overcharge was willful. The law presumes overcharges are willful and the landlord would have to demonstrate it was not willful. We cannot retaliate against you for challenging the legal regulated rent and we understand it is your right to challenge the rent.**

If you choose to file an overcharge complaint, you may go to HCR’s website to get instructions and the form: <https://hcr.ny.gov/system/files/documents/2019/04/ra89.pdf>. A copy of

the overcharge complaint and instructions are also attached to this letter. To receive assistance in filling out the form, you can contact a Single Stop provider (<https://singlestopusa.org/find-a-location/locations/>) or IMPACCT, a non-profit organization that is funded through the New York City Department of Housing Preservation and Development (<https://impacctbrooklyn.org/>).

Should you have any immediate questions, please call [Landlord's Managing Agent] at \_\_\_\_\_ and ask to speak with \_\_\_\_\_ about this Notice.

Very truly yours,

[Landlord]

**EXHIBIT E**

1. 90 Downing Street, unit 16
2. 90 Downing Street, unit 27
3. 90 Downing Street, unit 36
4. 425 Grand Avenue, unit E1

**EXHIBIT F**

[Date]

Dear Tenant of Apartment \_\_\_\_, Building \_\_\_\_:

[Landlord name] (the "Landlord") has settled an investigation with the Office of the New York Attorney General (the OAG) where we are issuing a rent credit of **\$6,500.00** to all current tenants who started their tenancies on or before **January 1, 2017**.

The terms of the rent credit are as follows:

- The credit will first be applied to rent arrears, if any, and then to your ongoing rent over a 12-month period.
- For any tenant whose rent is too low to use the entire credit over a 12-month period, you will not pay any rent for 12 months and you will also receive a check for the remaining rent balance.
- Tenants who move out before the entire credit is used, will receive a check from the Landlord for the balance.

**According to our records, you are a tenant entitled to a rent credit.** Here are your specific calculations:

- Our records show that you owe arrears in the amount of \$ \_\_\_\_\_
- After applying the rent credit to arrears, you have a remaining credit of \$ \_\_\_\_\_
- Starting October 1, 2019, you will be credited \$ / month based on the following formula:  $\text{Your Rent} - (\$6,500 - \text{Your Arrears})/12$ . Your rent after the rent credit will be \$ \_\_\_\_\_ from October 1, 2019 through September 31, 2020.

- If your rent is too low to use the entire credit, we are sending you a check for \$ \_\_\_\_\_ based on the following formula:  $\$6500 - (\text{Your Rent} \times 12)$ . You should receive your check by \_\_\_\_\_
- Starting October 1, 2020, your rent credit will be exhausted, and your monthly payment will go back to the full rent amount including any lawful increases, such as renewal lease increases.

If you believe the above calculations are inaccurate, contact the Landlord's managing agent, \_\_\_\_\_, at (718) \_\_\_\_-\_\_\_\_ or via e-mail at: \_\_\_\_\_ and include all supporting documentation to show why there is an error. You are advised to retain copies of all papers that you provide to the Landlord/Managing Agent.

Should you have any immediate questions, please call [Landlord's Managing Agent] at \_\_\_\_\_ and ask to speak with \_\_\_\_\_ about this Notice.

Very truly yours,

[Landlord]

**EXHIBIT G**

[Date]

Dear Tenant of Apartment \_\_\_, Building \_\_\_:

[Landlord name] (the "Landlord") has settled an investigation with the Office of the New York Attorney General (the OAG) where all current tenants who started their tenancies on or before **January 1, 2017** will be entitled to a rent credit.

According to our records, you are **not** eligible for a rent credit because your tenancy started after January 1, 2017.

If our records are incorrect, please contact the Landlord's managing agent, \_\_\_\_\_, at (718) \_\_\_ - \_\_\_\_\_ or via e-mail at: \_\_\_\_\_

and include all supporting documentation to justify your contention.

You must be able to prove one of the following to be eligible for the rent credit:

- Your tenancy started on or before January 1, 2017, or
- You are a successor tenant who lived in the apartment on or before January 1, 2017.

Should you have any immediate questions, please call [Landlord's Managing Agent] at \_\_\_\_\_ and ask to speak with \_\_\_\_\_ about this Notice.

Very truly yours,

[Landlord]



425 Grand	C5
425 Grand	C7
425 Grand	C8
425 Grand	D3
425 Grand	D4
425 Grand	D6
425 Grand	D8
425 Grand	E1
425 Grand	E3
425 Grand	E5
425 Grand	E7
435 Grand	1C
435 Grand	1H
435 Grand	2A
435 Grand	2B
435 Grand	2D
435 Grand	2G
435 Grand	3A
435 Grand	3B
435 Grand	3D
435 Grand	3E
435 Grand	3G
435 Grand	4A
435 Grand	4B
435 Grand	4D
435 Grand	4E
435 Grand	4F
435 Grand	4G



90 Downing	1
90 Downing	2
90 Downing	3
90 Downing	6
90 Downing	7
90 Downing	8
90 Downing	10
90 Downing	12
90 Downing	14
90 Downing	15
90 Downing	16
90 Downing	18
90 Downing	19
90 Downing	20
90 Downing	22
90 Downing	24
90 Downing	26
90 Downing	27
90 Downing	30
90 Downing	31
90 Downing	32
90 Downing	34
90 Downing	36
90 Downing	38
90 Downing	39
90 Downing	41
90 Downing BSM	41
Total	