

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS: HOUSING PART C

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TAMICKAH ANTHONY, CATHERINE
BLADYKAS, KEISHA GILYARD, MARIA IOZIA,
IRENE MCCALLISTER, and PAMELA WHEELER

Petitioners-Tenants,

-against-

NEW YORK CITY HOUSING AUTHORITY
And GREGORY RUSS as Chair and
Chief Executive Officer of the
New York City Housing Authority,

Respondents-Landlords,

-and-

NEW YORK CITY DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT,

Co-Respondent.

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ORDER TO SHOW CAUSE

Index No. HP _____/21

Premises:

UPON reading the Verified Petition, and upon all the annexed papers, and good cause
having been shown, it is

ORDERED, Respondents must appear by phone, or video conferencing via Microsoft
Teams, with contact information to be provided by the Civil Court Clerk/Court Liaisons upon
request to _____, or to Petitioners' counsel upon request to rdsanderman@lsnyc.org,
vcCook@lsnyc.org, and psaywack@lsnyc.org and show cause before me at the Queens County
Civil Court, Emergency Housing Part C, Room 407, on the _____ day of August 2021, at
9:30 o'clock, or as soon that morning as parties can be heard, why an Order should not be made:

- (a) DIRECTING that Respondents DHPD conduct a roof-to-cellar inspection of the public areas and facilities of Queensbridge North Houses (“subject premises”);
- (b) DIRECTING Respondents to correct all the conditions set forth in the annexed petition as well as other violations of the Housing Maintenance Code, Building Code and Multiple Dwelling Law that exist in the public areas of the subject premises;
- (c) DIRECTING Respondents to correct any conditions that emerge in the subject premises during litigation of the instant proceeding;
- (d) FINDING that Respondents have violated § 27-2005(d) of the Housing Maintenance Code by engaging in harassment as defined in § 27-2004(48) and, pursuant to § 27-2115(m)(1), awarding compensatory and punitive damages and attorneys’ fees to the Petitioners;
- (e) ENJOINING Respondents from engaging in future acts of harassment as defined by law;
- (f) GRANTING the Petitioners attorneys’ fees pursuant to R.P.L. § 234; and
- (g) PROVIDING such other and further relief, including costs and attorney fees, as the Court may deem just and proper.

SERVICE of a copy of this order, together with the annexed Petition, pursuant to § 27-2115(j) of the Housing Maintenance Code upon the Respondents, via email at ServiceECF@nycha.nyc.gov, and upon the NYC Department of Housing Preservation and Development by e-mail to HLDQU_SI_CASES@hpd.nyc.gov, as they have presently consented to such service for all HP actions during the ongoing COVID-19 pandemic, on or before

August____, 2021 shall be deemed sufficient.

Affidavits of service shall be filed with this Court on or before the date the Petition is scheduled to be heard.

In accordance with the Directive of the Department of Housing Preservation and Development dated February 11, 1977, and because the conditions described herein constitute an emergency or are a danger to petitioners' lives, health and safety, any requirements for prior notification to Respondent are waived.

Dated: August ____, 2021
Queens, New York

Hon. _____
J.H.C.

To:
The New York City Housing Authority
Attn: Law Department
90 Church Street, 11th floor
New York, N.Y. 10007
ServiceECF@nycha.nyc.gov

Department of Housing Preservation and Development
Housing Litigation Department
100 Gold Street
New York, NY 10038
HLDQU_SI_CASES@hpd.nyc.gov

CIVIL COURT OF THE CITY OF NEW YORK
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TAMICKAH ANTHONY, CATHERINE
BLADYKAS, KEISHA GILYARD, MARIA IOZIA,
IRENE MCCALLISTER and PAMELA WHEELER,

Petitioners-Tenants,

-against-

NEW YORK CITY HOUSING AUTHORITY
And GREGORY RUSS as Chair and
Chief Executive Officer of the
New York City Housing Authority,

VERIFIED HP PETITION

Index No. HP _____/21

Premises:

Respondents-Landlords,

-and-

NEW YORK CITY DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT,

Co-Respondent.

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Petitioners swear to and/or allege on information and belief the following:

PRELIMINARY STATEMENT

1. Petitioners are New York City Housing Authority (“NYCHA”) tenants living in Queensbridge Houses North. For years, Petitioners have dealt with a wide array of repair issues resulting from NYCHA’s lack of funding coupled with widespread neglect and failure to properly maintain and repair apartments and buildings in their portfolio. These issues include, but are not limited to: infestations of mice, roaches, and other vermin; defective appliances; leaks, the resulting water damage, and mold; cracking plaster and peeling paint; trash and urine throughout the hallways and elevators and, more recently, lack of disinfection of building common areas despite the ongoing COVID-19 pandemic.

2. These conditions have been exacerbated by the pandemic, as tenants of Queensbridge North Houses were required to comply with statewide stay-at-home orders and public health guidance recommending that individuals refrain from non-essential, out-of-home activities for several months, even though their health was, and continues to be, threatened by the hazardous conditions in their apartments and buildings.
3. Furthermore, these conditions and NYCHA's failure to address them are part of a long-standing pattern of neglecting public housing properties, which are home to predominantly black and brown tenants, with the intent of making them uninhabitable to existing residents.
4. Despite Petitioners' filing multiple repair tickets with NYCHA about these ongoing issues and filing Letters of Complaint via Justfix.nyc, NYCHA has failed to perform these necessary and fundamental repairs.
5. Petitioners now bring this group action seeking a court order directing Respondents to make proper repairs throughout their buildings and individual apartments, to ensure regular COVID-19 cleaning, and to enjoin Respondents from engaging in harassment toward tenants.

PARTIES

6. Petitioner TAMICKAH ANTHONY is a tenant of 40-14 Vernon Blvd., Apt. #5A, Queens, N.Y. 11101 in Queensbridge Houses North.
7. Petitioner CATHERINE BLADYKAS is a tenant of 40-06 10th Street, Apt. #3E, Long Island City, N.Y. 11101 in Queensbridge Houses North.
8. Petitioner KEISHA GILYARD is a tenant of 40-14 10th Street, Apt. #4C, Queens, N.Y. 11101 in Queensbridge Houses North.

9. Petitioner MARIA IOZIA is a tenant of 40-06 10th Street, Apt. #2E, Queens, N.Y. 11101 in Queensbridge Houses North.
10. Petitioner IRENE MCCALLISTER is tenant of 40-07 Vernon Blvd., Apt. #2A, Queens, N.Y. 11101 in Queensbridge Houses North.
11. Petitioner PAMELA WHEELER is a tenant of 40-06 10th Street, Apt. #2D, Queens, N.Y. 11101 in Queensbridge Houses North.
12. Respondent NEW YORK CITY HOUSING AUTHORITY (hereinafter “NYCHA”) is the owner and landlord of the subject premises. NYCHA is the owner of the subject building as defined by § 4(44) of the Multiple Dwelling Law and § 27-2004(a)(45) of the Housing Maintenance Code and, as such, is legally responsible for keeping the premises in good repair, ensuring compliance with applicable laws, and correcting all violations of these laws.
13. Respondent DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT (hereinafter “HPD”) is the city agency charged with enforcing housing standards in New York City.

APPLICABLE STATUTES AND REGULATORY SCHEME

Order to Correct

14. An owner of a dwelling is required to keep such premises in good repair and to comply with the requirements of the Housing Maintenance Code. See NYC Admin. Code § 27-2005.
15. HPD is empowered to enforce the Housing Maintenance Code, the Multiple Dwelling Law and all other state and local laws that impose requirements on residential dwellings. See NYC Admin. Code § 27-2091.

16. A tenant or a group of tenants may file complaints for perceived housing code violations with HPD online or by calling 311. However, in NYCHA buildings, HPD does not issue violations for conditions reported by tenants.
17. A tenant or group of tenants may bring an HP action against their landlord seeking an Order to Correct if that tenant or group of tenants has complained of a condition and no violation has been placed after thirty (30) days. See NYC Admin. Code §§ 27-2115(h), 2115(i).
18. The Court may order correction of “immediately hazardous” and “hazardous” conditions immediately after the owner’s non-compliance with § 27-2115(c) of the NYC Administrative Code. See NYC Admin. Code § 27-2115(i).
19. The Court may order correction of “non-hazardous” conditions thirty (30) days after the owner’s non-compliance with Section 27-2115(c) of the NYC Admin. Code. See NYC Admin. Code § 27-211(i).
20. According to the Housing Maintenance Code, “essential services” includes heat, maintenance and janitorial services, and elevator services. See NYC Admin. Code § 27-2009.2. NYCHA has defaulted in the delivery of essential services to Petitioners, in violation of the Housing Maintenance Code.

A. Heat

21. All landlords must maintain heat in their buildings between October 1 and May 31. The heat must be sufficient to keep indoor temperatures above 62 degrees Fahrenheit from 10 P.M. to 6 A.M. and, if the outdoor temperature is below 55 degrees Fahrenheit, to keep indoor temperatures above 68 degrees Fahrenheit from 6 A.M to 10 P.M. N.Y.C. Admin. Code § 27-2029(a).

22. Federal law also requires that NYCHA ensure that its buildings’ “HVAC...system[s]...[are] functionally adequate, operable, and in good repair.” 24 C.F.R. § 5.703(c). To meet these requirements, NYCHA has bound itself to a “Heating Action Plan,” under which it must “restore heat to units affected by a heating shortage within an average of 12 hours . . . and in no event more than 48 hours.”¹

B. Extermination and Rodent Eradication

23. New York law requires NYCHA to “keep all and every part” of the subject premises, including “the lot on which [they are] situated, and the roofs, yards, courts, passages, areas or alleys appurtenant thereto, clean and free from vermin.” Multiple Dwelling Law § 80(1).

24. The Housing Maintenance Code similarly requires the owner of a building to “keep the premises free from rodents, and from infestations of insects and other pests, and from any condition conducive to rodent or insect and other pest life,” and, in the event of an infestation, to provide continuous eradication measures. NYC Admin. Code § 27-2018.

25. Federal law also requires NYCHA to ensure that its buildings “have no evidence of infestation by rats, mice, or other vermin.” 24 C.F.R. § 5.703(f). Likewise, the grounds of NYCHA developments “must not be subject to material adverse conditions, such as...vermin or rodent infestation.” *Id.*; § 5.703(a).

26. It is NYCHA’s stated policy is that it “shall regularly treat its properties for pests,” that it “will take the necessary steps to exterminate” when pests are found, and that “[s]erious infestations will be considered emergencies, and the Authority will act appropriately.”

¹ Heating Action Plan 4 (2019), <https://nychamonitor.com/wp-content/uploads/2019/12/Heating-Action-Plan-12.4.19.pdf>.

NYCHA, Standard Procedure: Pest Control, Index No. 40:49:6 (last revised 1998).

C. Doors and Intercoms

27. When requested by tenants, an apartment building must “be equipped with automatic self-closing and self-locking doors,” and all such doors “shall be kept locked except when an attendant shall actually be on duty, and with [an] intercommunication system.” Multiple Dwelling Law § 50-1(3).
28. “Each building on [a NYCHA development] must be . . . secure . . . and in good repair,” and “[e]ach building’s door...must be...operable, and in good repair.” 24 C.F.R. § 5.703(c). Additionally, NYCHA’s Management Manual states that it “shall...maintain voice intercommunication systems (intercoms) at all residential locations free of charge.” NYCHA Management Manual, c. XVI (1993).

D. Cleaning and Sanitation

29. The owner of a dwelling containing two or more dwelling units is required to maintain the yard, courts and other open spaces clean and free from dirt, filth and garbage, and the public parts in a clean and sanitary condition. See N.Y.C. Admin. Code §§ 27-2010-11. The owner must “not allow the accumulation except in a lawful receptacle of . . . any type of waste matter in any part of the premises.” Id. § 27-2022(a).
30. NYCHA is required by federal law to ensure that its developments’ grounds are “not subject to material adverse conditions, such as . . . excess accumulations of trash,” and that its “refuse disposal . . . [is] free of health and safety hazards and . . . in good repair.” 24 C.F.R. § 5.703(a).

Harassment

31. Pursuant to Paragraph 48, § 27-2004 of the Administrative Code of the City of New

York, harassment is defined as any act or omission by or on behalf of an owner that:

- (i) causes or is intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy, and
 - (ii) includes one or more of the following:
 - (a) using force against, or making express or implied threats that force will be used against, any person lawfully entitled to occupancy of such dwelling unit;
 - (b) repeated interruptions or discontinuances of essential services, or an interruption or discontinuance of an essential service for an extended duration or of such significance as to substantially impair the habitability of such dwelling unit;
 - (b)-3 repeated false certifications that a violation of this code of the New York City construction codes, relating to the building containing such dwelling unit, has been corrected;
 - (c) failing to comply with the provisions of subdivision c of section 27-2140 of this chapter;
 - (d) commencing repeated baseless or frivolous court proceedings against any person lawfully entitled to occupancy of such dwelling unit;
...
 - (g) other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.

NYC Admin. Code § 27-2004.

32. Section 27-2005(d) of the Administrative Code of the City of New York prohibits landlords from harassing tenants.

33. Pursuant to § 27-2115(m)(2) of the Administrative Code of the City of New York, if a landlord is found liable for harassment:

- (1) The court may issue an order restraining the owner of the property from continuing to harass the tenant(s) and directing the owner to ensure that no further harassment occurs;
- (2) The court may impose a civil penalty not less than \$2,000 and not more than \$10,000 for each dwelling unit in which a tenant or any person lawfully entitled to occupancy of such unit has been the subject of the harassment;
- (3) The court may provide such other relief as the court deems appropriate.

34. Section 27-2120 of the Administrative Code of the City of New York also empowers the court to award injunctive relief to enjoin an owner or landlord from engaging in continued harassing behavior.

Any tenant, or person or group of persons lawfully entitled to occupancy may individually or jointly apply to the housing part of the civil court for an order restraining the owner of the property from engaging in harassment. Except for an order on consent, such order may be granted up or subsequent to a determination that a violation of subdivision (d) of § 27-2005 of this chapter has occurred.

NYC Admin. Code § 27-2120(b).

35. The C.P.L.R. also gives the court the power to issue a preliminary injunction:

in any action where the plaintiff had demanded and would be entitled to a judgment restraining the defendant from the commission or continuance of an act, which, if committed or continued during the pendency of the action, would produce injury to the plaintiff.

C.P.L.R. § 6301. The court may issue a temporary restraining order pending a hearing

for a preliminary injunction “where it appears that immediate and irreparable injury, loss or damage will result unless the defendant is restrained before the hearing can be had.”

Id.

36. Section 27-2115(o) of the Administrative Code of the City of New York authorizes the court to award tenants compensatory damages, attorneys’ fees, and punitive damages for violations of § 27-2005. See § 27-2115(o).

STATEMENT OF FACTS

Queensbridge Houses

37. Queensbridge Houses is a NYCHA public housing complex located in Long Island City, Queens, New York. It the largest public housing complex in the United States and is home to approximately 7,000 residents.
38. As of 2019, Queensbridge Houses is comprised of 47% African Americans, 36% Latinx, and 11% Asian tenants. Over 18% of the residents are senior citizens and 56% are between the ages of 18 and 64.² Approximately 35% of residents live below the poverty line, including 46% of senior residents. The overall median income is approximately \$19,000.³

Repair Issues in Individual Apartments

A. Petitioner Tamickah Anthony

39. Petitioner TAMICKAH ANTHONY (“Ms. Anthony”) is an African-American NYCHA tenant residing at 40-14 Vernon Blvd, Apartment 5A, Queens, N.Y. 11101 in

² Census Reporter, Census Tract 25, Queens, NY <https://censusreporter.org/profiles/14000US36081002500-census-tract-25-queens-ny/> (last accessed Aug. 11, 2019) (data is from the U.S. Census Bureau’s 2019 5-year American Community Survey).

³ Id.

Queensbridge Houses North. She has resided in this apartment since January 2012.

40. Since moving in, Ms. Anthony has been plagued with inhabitable and hazardous conditions in her apartment. Ms. Anthony has repeatedly notified NYCHA management and NYCHA has repeatedly failed to take corrective action to repair the unit and restore habitability.
41. The conditions in Ms. Anthony's apartment in Queensbridge Houses North include, but are not limited to:
- a. Vermin infestation throughout the apartment;
 - b. Medicine cabinet broken/missing in the bathroom;
 - c. Mold in the bathroom;
 - d. Chipping bathtub in bathroom;
 - e. Presence of lead in the paint;
 - f. Extremely hot radiator in the bathroom; and
 - g. Broken building intercom.
42. In October 2020, Ms. Anthony's apartment flooded due to a broken kitchen pipe behind the sink. On October 30, 2020, Ms. Anthony filed a repair ticket with NYCHA. NYCHA sent an employee on November 4, 2020 and informed Ms. Anthony that the issue was not imminent. The employee left Ms. Anthony's apartment, failing to make any repairs.
43. On November 5, 2020 the flooding happened again. Ms. Anthony filed another ticket on November 5, 2020. On November 8, 2020, NYCHA sent maintenance to the apartment and created a hole in the wall to begin the repair. However, the employee failed to fill the hole before departing. The employee notified Ms. Anthony that he would return with a plumber, plasterer and painter to finish the repair. Yet, no one ever returned to make

the remaining repair. The hole remains in Ms. Anthony's apartment.

44. On November 30, 2020, Ms. Anthony filed two more repair tickets. No one from NYCHA visited the apartment. Ms. Anthony subsequently filed two more tickets on December 11, 2020 and December 12, 2020. As of the filing of this complaint, NYCHA has failed to resolve the matter.
45. On February 2, 2021, Ms. Anthony, through an organizer, sent an email to NYCHA discussing the numerous conditions in her apartment.
46. Ms. Anthony filed a ticket with NYCHA about the vermin in her apartment in March 2021. NYCHA has failed to address the issue.
47. In June 2020, Ms. Anthony's bathroom sink began detaching from the wall, and she subsequently filed a ticket with NYCHA in June 2020. A NYCHA employee came a week later and notified her that the sink did not need to be replaced. No one replaced the sink. Therefore, Ms. Anthony filed another ticket with NYCHA in February 2021. Later that month, a NYCHA superintendent came and determined the sink required repair. In the process of repairing the sink, NYCHA removed the medicine cabinet and failed to replace it. Ms. Anthony, again, filed another ticket with NYCHA in February 2021 and NYCHA informed her that they would replace the medicine cabinet on March 4, 2021. NYCHA did not send anyone to her apartment on March 4 as promised, and Ms. Anthony's medicine cabinet did not get replaced for more than a month.
48. Ms. Anthony's bathtub has been chipping and deteriorating since October 2020. She filed a ticket in or around October 2020. When NYCHA came to make the repair in February 2021, the workers did not properly repair the bathtub, such that the chipping is remains an issue.

49. Ms. Anthony currently has mold in her bathroom. This has been an issue since she moved into the unit in January 2012. Throughout her tenancy, Ms. Anthony has filed four repair tickets with NYCHA regarding the mold. However, she could not access the dates of those earlier tickets because they are outdated in the MYNYCHA application.
50. In February 2021, a NYCHA superintendent inspected the mold and filed a ticket. NYCHA painted over the mold in March 2021. However, since then the mold has reappeared. Ms. Anthony filed another ticket in March 2021. To date, NYCHA has failed to address the recurring mold.
51. In 2012, Ms. Anthony personally tested the paint in her apartment and found lead. She subsequently decided to paint the apartment on her own and at her own expense because she thought that NYCHA would either fail to do so or do it in an untimely fashion.
52. Ms. Anthony's bathroom heating pipes are extremely hot. A NYCHA superintendent was put on notice when the superintendent visited the apartment in February 2021, but he told Ms. Anthony that she should insulate it herself. Since then, NYCHA has done nothing to remedy this issue.
53. Ms. Anthony's building intercom currently does not work. This has been an issue since she moved into the unit in January 2012. She filed a ticket with NYCHA when she moved into the unit, but the issue was never assessed. She filed a ticket again in February of 2021 and NYCHA advised her that they would repair it. To date, NYCHA has failed to make the repair.

B. Petitioner Catherine Bladykas

54. Petitioner CATHERINE BLADYKAS ("Ms. Bladykas") is a NYCHA tenant residing at 40-06 10th St., Apt. 3E, Long Island City, N.Y. 11101 in Queensbridge Houses North.

She has resided in this apartment since March 2019. Currently, two of her children live with her.

55. Since moving in, Ms. Bladykas has been plagued with inhabitable and hazardous conditions in her apartment. Ms. Bladykas has repeatedly put NYCHA management on notice and NYCHA has repeatedly failed to take corrective action to repair the unit and restore habitability.

56. The conditions in Ms. Bladykas's apartment (40-06 10th St., Apt. 3E, Long Island City, NY 11101) in Queensbridge Houses North include, but are not limited to:

- a. Vermin infestation throughout the entire apartment;
- b. High levels of mold and mildew in the bedroom and bathroom walls;
- c. Loose and broken floor tiles in the kitchen;
- d. Leak in the kitchen;
- e. Presence of asbestos in the kitchen tiles; and
- f. Broken and deteriorated kitchen cabinets.

57. Ms. Bladykas's unit is currently infested with cockroaches. She finds them throughout the entire unit, including hallways. This infestation has been an issue since she moved into the unit in March 2019.

58. In or around September 2019, Ms. Bladykas filed tickets with NYCHA about the infestation. NYCHA did not respond. In or around April 2020, Ms. Bladykas went directly to NYCHA management about the tickets, and they claimed they had no tickets on file. By accessing the NYCHA online portal on her cell phone, Ms. Bladykas showed NYCHA management records of the tickets she filed back in 2019 regarding the infestation. NYCHA still did not immediately send exterminators to Ms. Bladykas's

apartment.

59. Finally, in September 2020, NYCHA sent exterminators to her apartment. They placed roach gel in the apartment and advised Ms. Bladykas to “get her kitchen in order.” Ms. Bladykas found this insulting and thought NYCHA was making excuses for their failure to properly clean the building or provide extermination for over a year. NYCHA also advised her that the infestation was due to prior leaks in the apartment and that they would return with a supervisor. NYCHA never sent anyone else to address the issue.
60. Ms. Bladykas went to NYCHA’s Queensbridge North Management office on a weekly basis from September 2020 to November 2020 to complain about the issue. She also filed a ticket in November 2020 about the issue. NYCHA finally sent exterminators in December 2020 and advised Ms. Bladykas that the prior gel was inadequately applied. The exterminator applied new roach gel throughout the apartment. The roach infestation abated somewhat over the following week; however, thereafter the roach infestation returned to its previous level.
61. In January 2021, Ms. Bladykas filed a new ticket about the issue. NYCHA allegedly sent some workers in January 2021, but Ms. Bladykas denied them access to her apartment because they did not have verification. Ms. Bladykas has not heard back from NYCHA since.
62. Ms. Bladykas’s unit has high levels of mold and mildew on the bedroom and bathroom walls, as well as chipped paint. The mold and mildew have been an issue since she moved into the unit in March 2019.
63. Ms. Bladykas did not perceive the mold upon moving into the unit because the apartment was painted. In the fall of 2019, the paint began to chip, revealing black mold

behind the paint.

64. On or about June 18, 2020, Ms. Bladykas filed a ticket with NYCHA regarding the mold and chipping paint. NYCHA sent a supervisor to the unit to inspect it but nothing was done.
65. In the summer of 2020, Ms. Bladykas contacted the Mold and Leak Ombudsperson Call Center for NYCHA Residents (OCC) to file a complaint.
66. Ms. Bladykas reached out to a mold testing company to test the mold in the summer of 2020. The test revealed that the mold spore levels were above 2,000 spores and they require extensive remediation.
67. Ms. Bladykas sent the test report to NYCHA and the OCC to notify them of the results. In August 2020, NYCHA sent the paint supervisor to her apartment again. The supervisor rudely advised Ms. Bladykas that the issue is not mold and that it is only chipped paint, entirely ignoring the OCC report and failing to assess the mold again.
68. On or about September 2020, Ms. Bladykas filed another complaint with NYCHA about the mold, and she did not hear back from them for over a month. At that time, NYCHA contacted Ms. Bladykas and notified her that her unit does not require remediation and that they are waiting to hear back from the Mold Remediation Unit.
69. In January of 2021, a NYCHA Superintendent visited Ms. Bladykas and inspected the entire apartment and acknowledged the presence of mold. To date, the mold persists and has not been remedied.
70. In November 2020, Ms. Bladykas and her children were tested for allergies and the results showed that her daughter is allergic to mold. Ms. Bladykas's daughter has asthma, and her symptoms are further exacerbated by the continued presence of both the

mold and the cockroaches in the apartment.

71. Since July 2019, Ms. Bladykas's apartment has had loose and broken floor tiles in the kitchen caused by a leak behind the kitchen cabinets. In July 2019, she immediately filed a complaint about the leak and the tiles. In or around September 2019, NYCHA assessed the leak, but only half of the floor tiles in the kitchen were replaced. Therefore, half of the kitchen floor tiles are still damaged from the leak.
72. In November 2019, Ms. Bladykas had another leak in her kitchen which also resulted in broken tiles. She filed a repair ticket with NYCHA on November 22, 2019. It wasn't until January 24, 2020 that NYCHA sent someone to make the repair. They repaired the leak, however, they failed to repair the kitchen tiles.
73. In February 2021, a NYCHA employee found asbestos in the kitchen tiles. Ms. Bladykas informed NYCHA management of the asbestos in February 2021 but has not yet received a response. Ms. Bladykas asked for a temporary transfer because she could not be on the premises while NYCHA conducted asbestos and mildew remediation out of fear of her health and safety. Ms. Bladykas has not been transferred and NYCHA has still not resolved the asbestos and mildew.
74. Since Spring 2019, Ms. Bladykas has had broken and deteriorated kitchen cabinets. She filed a complaint with NYCHA in July 2019, but NYCHA never even attempted to repair the kitchen cabinets.
75. Ms. Bladykas filed complaints regarding vermin in her apartment in September and December of 2020. Exterminators came to the apartment in response to these complaints, but they notified Ms. Bladykas that the cabinets were corrupt because of the roach infestation and needed to be replaced entirely. Yet, NYCHA has failed to make

the repair and the issue persists to date.

C. Petitioner Keisha Gilyard

76. Petitioner KEISHA GILYARD's ("Ms. Gilyard") is an African-American NYCHA tenant. Her apartment, which she now shares with her adult son, has been her home for over 27 years.

77. The conditions in Ms. Gilyard's apartment (40-14 10th St. #4C, Queens, NY 11101) in Queensbridge Houses North include, but are not limited to:

- a. Cracks in the plaster that first appeared throughout the apartment 4-5 years ago;
- b. No heat in the bathroom or bedroom during the winter of 2020-2021;
- c. Ms. Gilyard has been forced to use the oven or a space heater to warm the apartment;
- d. A broken light fixture in living room;
- e. A leak in the coat closet two years ago led to excessive mold which ruined all the clothing stored there; and
- f. Occasional smell of gas in the apartment over the past year.

78. Ms. Gilyard submitted a ticket in 2019 requesting repairs and raising lead concerns from the chipping paint, but the issue remains unresolved.

79. A repairman attempted to fix the broken light fixture in Ms. Gilyard's living room but was unable to repair it. NYCHA did not send anyone else to repair the light.

80. Ms. Gilyard called the New York Fire Department twice about the smell of gas in her apartment. The fire department confirmed the existence of the smell but could not locate the source. Ms. Gilyard filed a ticket with NYCHA regarding the gas smell, but it was never remedied.

81. As of the filing of this complaint, Ms. Gilyard still has cracked paint and plaster, a broken light fixture, and the occasional smell of gas in her apartment.

D. Petitioner Maria Iozia

82. Petitioner MARIA IOZIA (“Ms. Iozia”) is a 49-year-old NYCHA tenant residing at 40-06 10th Street, Apt. #2E, Queens, NY 11101 in Queensbridge Houses North with her two disabled sons, one of whom is a minor.

83. The conditions in Ms. Iozia’s apartment include, but are not limited to:

- a. Waterbug and roach infestation throughout apartment;
- b. Mold on walls and cabinets throughout apartment;
- c. Mold on windowsills throughout apartment;
- d. Odor emanating from windowsills throughout apartment;
- e. Defective cabinets in kitchen; and
- f. Hole in kitchen wall.

84. Ms. Iozia has contacted NYCHA numerous times about these conditions in her apartment and filed a Letter of Complaint via Justfix.nyc on October 1, 2020. Despite these efforts, NYCHA has failed to make any repairs.

85. Ms. Iozia has also put in multiple ticket requests for repairs to be completed, a number of which have been closed, despite the fact that the repairs were never addressed. The most recent tickets are from 2019: (1) Ticket # 71495630, filed on December 9, 2019, which has the status “waiting on scheduling,” and (2) Ticket # 68303803, filed on August 19, 2019, which also has the status “waiting on scheduling.” Due to the lack of action on her tickets for months, Ms. Iozia has stopped putting in ticket requests. To date, no workers have come to address the conditions in her apartment.

86. Due to the mold and odors throughout her apartment, Ms. Iozia is deeply concerned about her and her two disabled sons' health. She occasionally feels lightheaded and dizzy due to the odors.
87. The waterbug and roach infestation has caused Ms. Iozia to throw out multiple pieces of furniture because roaches infested the drawers, destroying the clothing and items she stored in them. She has bought expensive gels to attempt to remediate the infestation, but they have not eradicated the source of the problem. Ms. Iozia now keeps a lot of her clothing in storage boxes.

E. Petitioner Irene McCallister

88. Petitioner IRENE MCCALLISTER ("Ms. McCallister") is a 51-year-old African-American NYCHA tenant residing at 40-07 Vernon Blvd, Apt. #2A, Queens, N.Y. 11101 in Queensbridge Houses North with her three children and a three-year-old grandson.
89. The conditions in Ms. McCallister's apartment include, but are not limited to:
- a. Two large holes in bedroom wall that NYCHA created when repairing a leak in or around February 2020 but has never sealed;
 - b. Missing shelves in the bedroom closet that NYCHA removed when repairing the closet, but never replaced;
 - c. Defective/peeling paint and plaster on bedroom and bathroom walls; and
 - d. Roach infestation throughout apartment.
90. Ms. McCallister has contacted NYCHA numerous times about these conditions in her apartment, including by filing a Letter of Complaint via Justfix.nyc on August 11, 2020, but NYCHA has failed to make the requested repairs.

91. While workers have come to repair other emergency conditions that Ms. McCallister has complained about, they have not addressed the above conditions.
92. The roach infestation has had a serious detrimental impact on Ms. McCallister's family, as her grandson is allergic to roaches and her family is forced to keep their clothes in bins due to roaches throughout the closets.

F. Petitioner Pamela Wheeler

93. Petitioner PAMELA WHEELER ("Ms. Wheeler") is a 72-year-old African American NYCHA tenant residing at 40-06 10th Street, Apt. #2D, Queens, N.Y. 11101 in Queensbridge House North.
94. The conditions in Ms. Wheeler's apartment include, but are not limited to:
- a. A defective kitchen sink due to a fist-sized hole in the back of the sink, constant water leakage from the sink, and the sink's inability to drain water;
 - b. Waterlogged and rotting cabinets underneath the sink due to the water leak;
 - c. Mice infestation;
 - d. Roach infestation, which affects the entire apartment and is particularly severe in the kitchen;
 - e. Waterbug infestation;
 - f. Four large holes in various areas of the apartment that likely provide a pathway for mice to enter the apartment. This includes one hole in the hallway closet that allows one to see into the kitchen through the hole; another hole in the linen closet that may lead to another apartment or part of the building; a third hole in the bathroom between the sink and the tub; and a fourth hole in the wall behind the kitchen cabinets; and

- g. Frequent lack of heat in the apartment during the winter.
95. Ms. Wheeler has contacted NYCHA numerous times about these conditions in her apartment, including by filing a Letter of Complaint via Justfix.nyc on June 24, 2020. In 2020, Mr. Wheeler called the Queensbridge North management office multiple times asking for mice traps and for the mice infestation to be addressed.
96. In 2019, Ms. Wheeler reported that her sink is broken and holes in her walls multiple times beginning in 2019.
97. In addition to the above-mentioned repairs, there was also a large hole in Ms. Wheeler's bedroom wall for approximately one year. Because NYCHA never responded to her repair requests, Ms. Wheeler recently was forced to plaster over that hole herself.
98. Repair workers from NYCHA tried to fix Ms. Wheeler's sink in or around November 2020, but only partially addressed a large leak from the sink's piping by replacing said piping. Unfortunately, the sink continues to have a small leak and a hole. NYCHA failed to repair any of the other issues.
99. Since Ms. Wheeler filed her Letter of Complaint on June 24, 2020, she adopted two cats on or around October 2020 and experienced a decrease in mice sightings for a few months. Prior to adopting these cats, she saw mice in her apartment almost every day. In or around February 2021, Ms. Wheeler experienced another set of mouse sightings and her cats killed approximately six (6) mice. In or around April 2021, Ms. Wheeler found a dead mouse in her apartment, which she believes was killed by one of her cats. Her cats also often kill waterbugs and roaches.
100. Most recently, Ms. Wheeler reported the lack of heat in her apartment on March 9, 2021 with Ticket #79939798. NYCHA failed to restore the heat for seven (7) days, during

which time Ms. Wheeler repeatedly called NYCHA about the heat outage. She was able to place a second ticket (Ticket #80043722) for the lack of heat on March 15, 2021 and a third ticket (Ticket #80054399) for the lack of heat on March 16, 2021.

101. These conditions have deeply and negatively impacted Ms. Wheeler. The mice, roach and waterbug infestation endanger her health and safety because these pests carry disease and track dirt and other filth into her home. These pests are able to get into Ms. Wheeler's food, stove, and cabinets forcing her to discard food about once a week.
102. During the cooler months, Ms. Wheeler was forced to wear multiple layers while inside the apartment to keep warm due to the lack of heat. Most importantly, Ms. Wheeler has arthritis and suffers from body aches and pains due to the frequent loss of heat in the winter.
103. The slow-draining kitchen sink makes it difficult for Ms. Wheeler to wash dishes because the sink leak causes dirty and soapy water to leak all over her pots and pans, which are stored under the sink. Additionally, the cabinet under the sink is rotting because of the leak from the sink. As a result, Ms. Wheeler is forced to wash any pot or pan before use and is constantly worried about residual soap and dirty substances lingering on cooking surfaces.

Repair Issues in Common Spaces

104. Many issues plague the common spaces shared by Petitioners. In 40-06 10th Street, the following common area conditions exist:
 - a. Garbage is left out in certain hallways and outside the building, accumulating over time and causing a putrid smell throughout, thereby making it difficult for Petitioners to move through the hallway; and

b. Loose bricks and cement in the lobby.

105. In 40-11 12th Street, the following common areas conditions exist:

a. The front entrance door buzzer is broken; and

b. The trash chute is broken.

106. In 40-14 Vernon Blvd., the following common areas conditions exist:

a. The intercom is broken; and

b. Garbage is often left out in the hallways and accumulates over time.

107. In all of the buildings in which Petitioners reside, Petitioners regularly encounter rats, mice, waterbugs and roaches in common spaces and around the grounds. Respondent's failure to properly exterminate and use proper janitorial functions has resulted in an infestation of rats, mice, waterbugs and roaches in public areas.

108. Further, Respondent has repeatedly failed to properly clean the common spaces of all the buildings in which Petitioners reside as required by COVID-19 public health policies and guidance. While NYCHA states that it has a contractor that is required to implement COVID-19 cleaning each Tuesday, Thursday and Saturday, Petitioners have rarely witnessed this cleaning. Ms. Bladykas and Ms. Anthony have filed complaints with NYCHA regarding the lack of cleaning and have yet to receive any reply.

109. Respondent also failed to install signs requiring face coverings in common spaces for the duration of the pandemic, and even now, when some people may be vaccinated, has not put up signs requiring unvaccinated people to wear masks indoors.

110. There are reports of urine, saliva, feces, and other substances in common areas, including high-traffic spaces like the elevator, stairwells, mailboxes and trash chutes.

Such consistent uncleanness not only violates the law, it poses a great health risk to Petitioners and other residents in the midst of a global pandemic.

111. The U.S. Centers for Disease Control and Prevention (CDC) recommends regularly disinfecting public spaces, places where people congregate, and homes in order to mitigate the spread of COVID-19.⁴ Lack of proper cleaning of the common areas of a building may lead to a heightened risk of exposure to COVID-19 during the ongoing pandemic, posing a significant risk to NYCHA tenants and their families' health.
112. NYCHA has been on notice of the state of the common areas in these buildings and their obligation to clean and disinfect them properly to help stop the spread of COVID-19 since at least May 2020, when counsel for Petitioners sent a detailed letter to NYCHA's General Counsel regarding NYCHA's poor response to the COVID-19 pandemic. Although NYCHA responded to that letter via counsel, Petitioners never saw any significant improvement to NYCHA's response to COVID-19.

Funding for Public Housing

113. The U.S. Federal government, New York City and State governments, and NYCHA have long failed to sufficiently invest in, preserve, and properly manage public housing in New York. This pattern is repeated nationwide, leading to the demolition or disposition of public housing—the last bastion of affordable housing in the U.S.
114. This disinvestment is extremely racialized, as well as indicative of our society's bias against poor people. For example, while the U.S. government spent \$71 billion in Fiscal Year 2015 on the mortgage interest deduction to support homeowners, Congress

⁴ See Guidance for Cleaning and Disinfecting Your Facility: Every Day and When Someone is Sick, CDC (June 15, 2021), <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html> (last accessed Aug. 5, 2021).

appropriated only \$6.5 billion towards the public housing capital fund and the public housing operating fund.⁵ This means that public housing tenants received 9% of the funding that homeowners received in 2015 to support building home ownership.

115. New York State also provides significant benefits to homeowners while neglecting NYCHA. In 2021, the State passed a budget that included \$200 million, plus another \$450 million in reappropriations from previous budgets, for NYCHA specifically, and a separate \$125 million for public housing outside of New York City.⁶ Meanwhile, the State budget also capped property taxes for many middle-income homeowners, with cuts expected to save 4.8 million homeowners across the state more than \$2.2 *billion* this year alone.⁷

116. Homeowners in the United States are overwhelmingly white. According to the 2020 Census, white, non-Hispanic people make up approximately 60% of the U.S. population, while black or African-American non-Hispanic people make up just over 13%. Furthermore, in addition to the disparity in raw numbers, a higher proportion of white people than black people own their own homes. “The U.S. Census Bureau reported that, as of December 31, 2020, the rate of African-American homeownership is 44.1 percent, whereas the rate of White homeownership is 74.5 percent.”⁸

⁵ https://www.hud.gov/sites/documents/FY15CJ_BDGT_AUTH_TBL.PDF; <https://nlihc.org/resource/report-highlights-imbalance-federal-housing-expenditures-high-and-low-income-households>

⁶ Andrew Cuomo, *FY 2022 Executive Budget Briefing Book*, <https://www.budget.ny.gov/pubs/archive/fy22/ex/book/briefingbook.pdf>

⁷ *Id.*; see also *Governor Cuomo Signs FY 2022 Budget and Announces Continuation of Middle-Class Tax Cuts to Help New Yorkers Recover From Economic Hardship During the COVID-19 Pandemic* (Apr. 19, 2021), <https://www.governor.ny.gov/news/governor-cuomo-signs-fy-2022-budget-and-announces-continuation-middle-class-tax-cuts-help-new>.

⁸ U.S. Dept. of Hous. and Urban Devel., *Closing the African-American Homeownership Gap* (March 22, 2021) <https://www.huduser.gov/portal/pdredge/pdr-edge-featd-article-032221.html>.

117. In contrast, public housing is occupied by a much higher percentage of black people and other people of color. Nationally, 51% of Heads of Household in public housing report their race as “White only,” while 44% of Heads of Households identify as “Black/African-American only.” In New York State, however, only 39% of public housing residents are white and 51% are black or African-American. In Queens, this ratio is even more imbalanced, with 56% of residents identifying as black and only 32% identifying as white.⁹

118. This disparity in homeownership by race is rooted in past legislation and public policy decisions, including laws requiring segregated housing in certain neighborhoods and federal government policies (known as “redlining”) against insuring homes or providing mortgages in predominantly black neighborhoods, or even denying mortgages to black borrowers entirely.¹⁰

119. These and other racially discriminatory policies were fully legal until the passage of the Fair Housing Act in 1968. See 42 U.S.C. §§ 3601 et seq. However, racial discrimination in housing continues to this day. For example, black and Hispanic people still receive far fewer home mortgage loans than white people in New York City.¹¹ Additionally, property values in predominantly black neighborhoods remain significantly lower than

⁹ HUD, Resident Characteristics Report Apr. 1, 2021 through July 31, 2021, <https://pic.hud.gov/pic/RCRPublic/rcrmain.asp> (use search function in the app to find housing data on a national, state, or local level) (last accessed Aug. 18, 2021).

¹⁰ See Richard Rothstein, *The Color of Law* at 63-66 (2017).

¹¹ Jamie Weisberg, *Black and Latino Borrowers Locked Out of Homeownership in New York City, New Data and Analysis Shows* (June 29, 2018), <https://anhd.org/report/black-and-latino-borrowers-locked-out-homeownership-new-york-city-new-data-and-analysis-shows> (“Twenty-two percent of New York City’s population is Black and 29% is Hispanic, yet fewer than 8% of all loans went to either group – figures that are below the prior four years. The denial rates – which refers to the percentage of applications that were denied by the lender⁹ – for Black and Hispanic borrowers continue to be higher than the rates of White and Asian borrowers, while origination rates are consistently lower, which refers to the percentage of applications that resulted in a loan being made.”)

those in predominantly white neighborhoods even when the houses are of similar size, quality, and amenities.¹²

120. The racial composition of public housing is also heavily influenced by government action. When the federal government first created and began subsidizing public housing, it only allowed for racially-segregated housing developments. On a local level, new public housing developments were often built in already-segregated areas or used to create further segregation by requiring families in integrated neighborhoods to move to a project assigned to their race.¹³ Then, as more white families were able to buy homes with the help of federally-backed mortgages, they began to vacate the housing projects, leaving behind only black residents and other residents of color.¹⁴

121. Given the demographics of homeownership and the demographics of public housing residents, the abundance of federal and state money earmarked for homeowners disproportionately helps white families, while the lack of funding to public housing, particularly in New York, disproportionately harms black families.

122. Furthermore, in light of the role federal and local policies and practices played in creating or maintaining these disparities, the decision to withhold funding from public housing while providing subsidies and benefits to homeowners furthers the legacy of segregation and discrimination in this country and speaks to the devaluing of black lives in American society.

123. NYCHA's consistent failure to make timely repairs to Petitioners' apartments and common spaces in NYCHA housing complexes, and HPD's failure to enforce the

¹²Andre M. Perry, Jonathan Rothwell, and David Harshbarger, *The devaluation of assets in Black neighborhoods* (Nov. 27, 2018), <https://www.brookings.edu/research/devaluation-of-assets-in-black-neighborhoods/>.

¹³Rothstein, *Color of Law*, at 18-24.

¹⁴*Id.* at 27-28.

Housing Maintenance Code with respect to NYCHA properties, is part of an ongoing effort to undermine the viability of public housing in New York City and encourage the privatization of affordable housing. This effort is inherently racialized in light of the racial composition of public housing residents and the history of discriminatory housing policies in our society.

RAD and NYCHA Blueprint for Change

124. Rental Assistance Demonstration (RAD) is a HUD program that allows public housing authorities such as NYCHA to convert some of their public housing stock to privately managed, project-based Section 8 housing. This means that instead of the public housing stock being fully owned and managed by NYCHA, it would be ground leased to and managed by private entities who would receive federal money in exchange for their agreement to keep the units affordable pursuant to the guidelines of the Section 8 programs.

125. NYCHA is implementing the RAD program as part of its Permanently Affordable Commitment Together (PACT) plan. Using RAD/PACT, NYCHA plans to convert more than sixty-thousand public housing units into privately-managed affordable housing within the decade.¹⁵ This change would mean that rather than giving money directly to NYCHA to maintain public housing as required by law, HUD would funnel that money to private landlords and developers to rehabilitate and maintain affordable housing. This shift could have dire consequences for tenants. Indeed, tenants both here and in other cities have suffered under RAD conversions due to displacement during the

¹⁵ See NYCHA Real Estate Development Department, *NYCHA PACT Partners 2020 Projects* at 3 (2020), <https://eshare.nycha.info/PACT2020RFEI/NYCHA%20Pact%20Partners%202020%20RFEI.pdf> (last accessed Aug. 16, 2020).

conversion, changes to the terms of their tenancies, higher eviction rates, and lack of oversight from the federal and local governments.¹⁶

126. NYCHA Blueprint for Change is a program that would convert some NYCHA apartments from traditional public housing (Section 9 subsidized housing) to project-based Section 8 housing.¹⁷ The apartments would be ground leased by a newly created public benefit corporation, while NYCHA would remain the deed owner of the building and real property on which the apartments are located. NYCHA and the newly created public benefit corporation hope to then use that lease hold interest and Tenant Protection Vouchers (TPVs) issued by HUD to raise additional private capital for improvements.
127. It is not clear that RAD, Blueprint, or other programs that would convert traditional public housing into other forms of affordable housing will benefit low-income renters more than it will harm them. It is clear, however, that reappropriating funds for such programs – or from other programs or agencies that appear to receive huge amounts of funding but provide diminishing returns – into funding directly for capital improvements at public housing complex would benefit those residents immediately. All public housing tenants would benefit greatly if federal, state, and local governments simply

¹⁶ See, e.g., Harry Diprinzio, *Hundreds of NYCHA Evictions Raise Questions About Process*, CityLimits, Aug. 14, 2019 <https://citylimits.org/2019/08/14/nycha-evictions-rad-oceanbay/> (last accessed Aug. 16, 2021) (Ocean Bay, which has already undergone RAD conversion, evicted nearly twice as many tenants as the highest number evicted from any single NYCHA complex over a two-year period); Shamus Roller and Jessica Cassella, *The Promise and Peril of HUD's RAD program*, July 30, 2018, <https://shelterforce.org/2018/07/30/the-promise-and-peril-of-huds-rad-program/> (last accessed Aug. 16, 2021); Kimberly Burrowes and Janae Ladet, *A Program Is Only as Good as the People: Protecting Tenant Rights in RAD Implementation*, Housing Matters, an Urban Institute Initiative, Jan. 25, 2018 <https://housingmatters.urban.org/articles/program-only-good-people-protecting-tenant-rights-rad-implementation> (last accessed Aug. 16, 2021) (“Many tenants have had positive experiences, but there are counter experiences and complaints about pressures for tenants to take buy-outs or relocate, as well as violations of their rights to return. In Hopewell, Virginia’s Langston Park RAD conversion, tenants were forced to relocate to poorer neighborhoods with overcrowded housing because of discrimination against families with disabilities.”).

¹⁷ See *FAQs on NYCHA’s Blueprint for Change*, <https://www1.nyc.gov/site/nycha/residents/blueprint-for-change/faq.page> (last accessed Aug. 16, 2021).

included sufficient funding for the operation and improvement of public housing in their annual budgets.

CLAIMS FOR RELIEF

Order to Correct as to Conditions for which an HPD Violations Report Does Not Currently Exist

128. Petitioners restate all above allegations in this Petition.

129. Upon a finding that the aforementioned individual and common area conditions exist, Petitioners request that pursuant to § 27-2115(h)(1) of the Housing Maintenance Code, the Court issue an Order to Correct all of the above-referenced conditions in the Petition and any other violation identified by HPD upon initial inspection of the premises or during the pendency of this proceeding.

Injunction Against Further Harassment

130. Petitioners restate all above allegations in this Petition.

131. This filing is a symptom of the overall issue of the nationwide removal of 400,000 public housing units from the protections of Section 9 of the Housing Act through what is now a decades-long campaign. The people of Queensbridge are representative of all NYCHA tenants who will be pressured into privatization of their homes. However, RAD and Blueprint for Change will not benefit all tenants.¹⁸

132. By failing to make repairs to tenants' apartments and common spaces in Queensbridge North for months or even years, NYCHA is creating the false impression that public

¹⁸ Harry Diprinzio, *Hundreds of NYCHA Evictions Raise Questions About Process*, CityLimits, Aug. 14, 2019 <https://citylimits.org/2019/08/14/nycha-evictions-rad-oceanbay/> (last accessed Aug. 16, 2021) (Ocean Bay, a NYCHA property that has already undergone RAD conversion, had 80 evictions between 2017 and 2019, while the NYCHA-managed building with the most evictions during that same period only had 49. This appears to be because Ocean Bay management begins a non-payment action against tenants after only two weeks of rent delinquency, while NYCHA often waits a more reasonable period of two months.).

housing simply cannot be maintained by public entities. NYCHA's actions are part of a pattern meant to encourage tenants to give up their rights as NYCHA tenants and further the argument that privatization or transfer of management are the only ways to provide residents with habitable living spaces.

133. Thus, Respondents' behavior and omissions, in failing to make legally required repairs to the subject buildings and in withholding essential services to the building, will ultimately force Petitioners to abandon their apartments or their other rights as tenants, and constitutes harassment pursuant to Administrative Code § 27-2004(a)(48)(ii)(b) ("discontinuance of an essential service for an extended duration"). Respondents have consistently ignored Petitioners' requests for repairs and required services, despite numerous complaints and all Petitioners having filed a Letter of Complaint via JustFix.nyc between January 15, 2020 and February 4, 2021.

134. In these circumstances, a landlord's repeated failure to correct conditions and provide essential services to tenants constitutes harassment pursuant to NYC Administrative Code § 27-2004(48)(ii)(b).

135. Accordingly, the Court should issue an order finding that Respondents have violated § 27-2005 (d) of the Housing Maintenance Code by engaging in harassment as defined in § 27-2004 (48) and, pursuant to § 27-2115(m)(1).

WHEREFORE, Petitioners respectfully request that an Order be made and entered, granting the following relief:

- (a) DIRECTING that Respondents DHPD, DOB, and DOH conduct a roof-to-cellar inspection of the public areas and facilities of Queensbridge Houses North ("subject premises");

- (b) DIRECTING respondents to correct all the conditions set forth in the annexed Petition as well as any other violations of the Housing Maintenance Code, Building Code and Multiple Dwelling Law that exist in the public areas of the subject premises;
- (c) DIRECTING Respondents to correct any conditions that emerge in the subject premises during the pendency of litigation of the instant proceeding;
- (d) FINDING that Respondents have violated § of 27-2005(d) of the Housing Maintenance Code by engaging in harassment as defined in section § 27-2004(48) and, pursuant to § 27-2115(m)(1), awarding compensatory and punitive damages and attorney's fees to the Petitioners;
- (e) ENJOINING the Respondents from engaging in future acts of harassment as defined by law;
- (f) GRANTING the Petitioners attorneys' fees pursuant to R.P.L. § 234; and;
- (g) PROVIDING such other and further relief, including costs and attorney fees, as the Court may deem just and proper;

Dated: August 17, 2021
Queens, NY

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