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*Law, research, and
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Assistant Commissioner Marthi Weithman
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Office of Enforcement and Neighborhood Services
NYC Department of Housing Preservation and Development
100 Gold Street
New York, NY 10038

February 3, 2025

In Re: 109 E. 9th Street – Request for Rescission of Certificate of No Harassment

Dear Ms. Hernandez, Ms. Joseph, and Ms. Weithman:

TakeRoot Justice represents Thomas Dukleth, Judy Sabin, Patterson Beckwith, Remigiusz Chlapek and Zachary Hall, five remaining permanent tenants residing at 109 East 9th Street, New York, NY 10002. The premises is a thirteen-unit single-room occupancy building which was granted a Certificate of No Harassment (“CONH”) by HPD in March of 2024.

We write to request that the New York City Department of Housing Preservation and Development (“HPD”), pursuant to NYC Administrative Code 27-2093(f), rescind the CONH granted to owner 109E9 LLC (“Owner” or “Ownership”) and its agent Michael Geylik in March

2024. In the alternative, we request that HPD issue a modification limiting the scope of the CONH to restoration of kitchen and sanitary facilities which previously existed in the building, in order to prevent the displacement of the last of the building's tenants and the loss of 14 units of deeply affordable SRO housing on the Lower East Side.

Of particular concern is Owner's conduct in early November 2024, at which time Owner completely demolished many of the building's untenanted units and common areas, while alleging that such work was limited to "exploratory probing." (see, Section V, below and Exhibit E). Given that Owner now seeks to conduct "probing" in tenanted units, tenants have a rational fear that their rent-stabilized homes will be destroyed.

In the interest of their immediate safety and stability, Tenants further request that HPD immediately suspend Owner's CONH approval, pursuant to NYC Administrative Code 27-2093(f)(2), pending investigation/review of their concerns. Tenants also request that HPD and DOB apply intensified scrutiny to any work or applications for work conducted in the building, including work classified as "exploratory" or "probing" work in occupied or unoccupied units.

INTRODUCTION

As described below, the tenants at 109 E. 9th Street have endured a pattern and practice of harassment by the current owner since the building's acquisition in July, 2021, as that term is defined in the NYC Administrative Code 27-2004(a)(48) and 27-2093(a). This harassment has significantly intensified since the CONH was granted in March 2024, and continues to date. As of January of this year, Mr. Geylik has indicated an intention to commence summary eviction proceedings against more than half of the building's permanent tenants, is refusing to accept or deposit rent from all or nearly all tenants, has engaged in hazardous and unpermitted demolition work throughout the building's vacant residential units, and has advocated for vacatur of the building with the Department of Buildings (DOB), all while repeatedly communicating with tenants that they should relocate to other housing.

A detailed description of the harassment follows, and includes:

- I. Misrepresentation Regarding CONH and Failure to Restore Sanitary and Kitchen Facilities
- II. Pattern and Practice of Pressuring Tenants to Relocate
- III. Self-Reporting Building Concerns to the NYC Department of Buildings, Advocacy for Vacate Order;
- IV. October 2024: Retaliation for Organizing via Revocation of Common Area Storage, Disposal of Tenant Property
- V. Substantial Alterations to 2nd Floor SRO Units During Temporary Shoring; Misrepresentations in DOB and HPD Certifications

- VI. November 1, 2024: Hazardous and Unpermitted Demolition of Unoccupied Dwelling Units
- VII. November 22 2024: Intimidating and Threatening Conduct during DOB Inspections
- VIII. Pattern and Practice of Refusing Rent and Failing to Collect Rent; December 2024 14-Day Notices for Nonpayment; January 2025 Refusal to Deposit Rent
- IX. Failure to Provide Working Building Key and Delayed Provision of Mailbox Key to Remigiusz Chlapek
- X. December 2024 Frivolous Termination Notice Issued to Patterson Beckwith
- XI. Insufficient Heat, Interference with Heating Systems
- XII. Failure to Correct Known Conditions Throughout the Building

I. Misrepresentation Regarding CONH and Failure to Restore Kitchens and Sanitary Facilities

First and foremost, tenants note that Owner provided them with false and or misleading information regarding his intentions in obtaining a CONH, inducing tenants to refrain from raising objections to the CONH application. Specifically, Mr. Geylik advised tenants that the CONH was a necessary step to restore multiple bathrooms and one kitchen, which Owner had demolished shortly after acquiring the building in 2021. However, subsequent to receiving the CONH, Owner has not made any efforts to restore sanitary facilities or the common kitchen—including those legally required at the premises—and in fact has disposed of the fixtures he had previously committed to reinstall.

Prior to Owner's acquisition of the building, tenants enjoyed a toilet on each floor, two showers on the 2nd and 4th floors, and a working kitchen on the 4th floor. These facilities existed for several decades and pre-dated all tenants in occupancy. In the Fall of 2022, Owner demolished the kitchen, 4th floor shower, and 3rd and 4th floor toilets, leaving tenants with no means to prepare meals and with limited sanitary facilities. Due to this inconvenience, Owner granted tenants the interim use of a vacant unit (2B) to store various kitchen implements, and committed to restoring the bathrooms once it obtained a CONH. As a sign of purported good faith, Owner kept and stored some of the remaining components of the bathroom and kitchen fixtures in another vacant unit (4A), with the assumed intention of utilizing these components in the restored facilities.

Following receipt of a CONH, Owner did not submit any plans or permit applications to restore the sanitary facilities. Rather, on October 2, 2024, Owner's agents disposed of all the previously preserved bathroom and kitchen fixtures. Subsequently (and as discussed further below), Owner revoked tenants' permission to maintain interim cooking facilities in unit 2B, such that tenants now have no effective access to cooking implements or refrigeration and cannot cook hot meals. Tenants understood these actions to reflect that Owner would not restore the facilities to which

they had previously been entitled—including some sanitary facilities which have been in place over the course of decades (and at least one sanitary facility which existed as early as 1941)—and that his request that his commitments to tenants regarding the intent of the CONH were in bad faith.

Owner's failure to restore all common-area sanitary and kitchen facilities even after obtaining a CONH, and subsequent decision to dispose of all bathroom and kitchen fixtures reflects an intentional deprivation of services (working stove, oven, refrigerator, toilets, sinks, and showers), and therefore rises to the level of harassment as defined by sections 27-2093(2) and (4) and 27-2004(a)(48)(b-1) (interruption of essential services).

In addition, to the extent that Owner made willful misrepresentations to members of the tenants association regarding the basis for securing a CONH, this conduct rises to the level of harassment as defined by HMC 27-2004(48) (a-1) (providing false information to occupants).

II. Pattern and Practice of Pressuring Tenants to Relocate

Both prior to and following the approval of the CONH, Owner and its agent, Michael Geylik engaged in repeated efforts to urge tenants to voluntarily relocate from their rent-stabilized homes. Mr. Geylik has repeatedly made statements to tenants disparaging the conditions in the building and encouraging tenants to relocate to buildings that were in safer or more habitable conditions. Mr. Geylik also repeatedly offered to assist prior and current tenants to obtain housing vouchers and apply to housing lotteries, an area in which Mr. Geylik's company, MGNV Consulting Corporation, has specific expertise. Upon information and belief, Mr. Geylik's company assisted at least one tenant to relocate from the building through a NYC Housing Lottery in a matter of weeks, an expedited time frame which surprised many tenants.

Following this initial relocation by MGNV, multiple tenants report that Mr. Geylik engaged in repeated contacts by phone and text, requesting to schedule appointments to discuss relocation through NYC housing lotteries and rental assistance programs. Tenants note that these contacts often coincided with building-wide conditions in need of repair (i.e. major infestations, building-wide lack of heat), during which Mr. Geylik would expressly reference the building's conditions as an inducement to relocate, even as he failed to adequately remediate these issues. This communication suggested to tenants that rather than resolve their legitimate housing concerns, management's approach would instead be to relocate them to other housing.

Mr. Geylik's offers of relocation continued after the grant of the CONH in March 2024, and particularly intensified following the intervention of the Department of Buildings at the premises in August, 2024, discussed below. After this violation was cited, Mr. Geylik implied to several tenants that they would likely be imminently forced to vacate the premises (despite the absence of a DOB vacate order) and that they should apply to Housing Lotteries and rental assistance programs with his company's assistance. At least one permanent tenant, Thomas Scarlett,

departed the building in November 2024 due in large part, upon information and belief, to concerns about the future stability of his housing.

To the extent that Mr. Geylik's repeat and ongoing conduct pressured tenants to surrender possession and gave them the impression that they would need to seek alternative housing—including making express or implied misrepresentations regarding the impact of the DOB violation on their tenancies—this conduct rises to the level of tenant harassment, as defined by NYC Admin 27-2004(a)(48)(a-1) and (g).

III. Self-Reporting Building Violations to DOB; Advocacy for Vacate Order

In or around August 2024, the Department of Buildings placed two violations regarding unsafe or hazardous conditions at the premises (FEU10301PN, FEU10302PN). While tenants were initially unable to discern the source of the public complaints triggering the DOB inspection resulting in these violations, in late November tenants received direct confirmation from DOB employees that the complaint was self-reported by Ownership, due to concerns about damage to the building resulting from an April 2024 earthquake. Mr. Geylik previously denied having made the complaint in interactions with multiple tenants, and in fact repeatedly suggested that tenants made the initial complaint prompting the August 2024 violations.

Shortly after the August 2024 violations were placed, Mr. Geylik communicated to several tenants that they would likely be required to vacate the building by DOB order and should actively apply to alternative housing (see above). However, upon review and inspection by DOB engineers, no vacate order was issued as the department determined that the conditions did not pose an immediate hazard to tenant safety.

Throughout their engagement with DOB, Owner and its hired engineers have continued to advocate with DOB to vacate tenants from the building. To this end, Owner's hired engineer/architect (who is also Mr. Geylik's neighbor at 37 West End Avenue, Brooklyn, NY 11235) prepared a short report documenting and outlining structural conditions throughout the building, which the report states are immediately hazardous to the building's tenants on upper stories but, notably, not to MGNY's offices on the lower stories. The report further seeks to conduct "probing" in tenanted apartments which, as discussed in Section V, below, raises serious concerns about a potential total demolition of existing tenants' apartments.

The report strongly suggests that Owner's hired architect and engineer will submit plans for permanent repairs to the building that require the building to be untenanted. Notably, a tenant protection plan submitted to the DOB in November 2024 (for the Owner's August 2024 temporary shoring work) indicates that "no dwelling units will remain occupied during

construction”¹ (Exhibit A.) Tenants expect a similar Tenant Protection Plan will be filed for the permanent shoring work.

Tenants note that, to the extent that hazardous conditions exist in the building, many of these conditions are attributable to Owner’s neglect of conditions in unoccupied areas, including a failure to restore load-bearing walls in the building’s unoccupied 2nd floor residential spaces (which were unlawfully combined by a prior owner) and Owner’s extensive demolition work, discussed below.

To date, Owner has not offered any of the tenants assistance with temporarily relocating for repairs. Instead, Owner has repeatedly stated or implied to tenants that they will have to permanently vacate and give up their rent stabilized tenancies due to hazardous conditions.

IV. October 2024 Retaliation for Organizing via Revocation of Common Area Storage, Disposal of Tenant Property

On October 7, 2024, Tenants issued a collective letter to Ownership, introducing themselves as an organized tenant association (Exhibit B).

Shortly after tenants sent out their first letter to the landlord, on October 24, 2024, tenants received notices posted on their doors that they must remove all items from shared spaces and in hallways, and that any items left in common areas after October 31, 2024 would be removed and destroyed (Exhibit C). The notice explicitly included items stored in vacant unit 2B, which the landlord had previously given tenants permission to store their belongings pending restoration of the common-area kitchen and sanitary facilities. At least one tenant’s property was disposed of after October 31, 2024.

While the notice reflects that the property would be removed to facilitate “probing” in the untenanted units (discussed at greater length below), owner’s agent Mr. Geylik strongly implied that tenants should attribute this change in policy to the conduct of tenant association member Thomas Dukleth, telling at least one tenant that he could “thank Thomas” for the change in policy. Of note, Mr. Dukleth had been the first TA member to refer the building's concerns to local legal services and community organizing centers, a fact of which Mr. Geylik was aware.

Shortly after these notices were posted, tenant Zachary Hall encountered Mr. Geylik in the building and attempted to engage him regarding repairs to the building. Mr. Geylik refused to engage in the conversation, specifically alluding to tenants’ organizing efforts. Mr. Geylik stated, in sub and substance, that due to tenants’ organizing activities he would not be able to

¹ In fact, the building’s remaining occupied residential units were tenanted during the temporary shoring installation in August, 2024.

communicate with them directly and to redirect any questions regarding the building to his attorney.

In December 2024, Mr. Dukleth reports that Owner's agent Michael Geylik jogged alongside Mr. Dukleth while he was on his way to a meeting with organizers at Cooper Square Committee. Owner's behavior was calculated to harass or intimidate Mr. Dukleth; Mr. Geylik followed Mr. Dukleth for three blocks, and approached Mr. Dukleth very closely, just a few inches away from his face, asking him he was going to the Cooper Square Committee. Mr. Dukleth felt that Owner was either trying to intimidate him into not pursuing building organizing, or to provoke him to react.

Ownership's sudden revocation of license to use untenanted spaces an interim kitchen storage, giving tenants just 7 days to vacate these spaces or risk loss of their personal items (and subsequent disposal of personal property of at least one tenant entitled to occupancy), rises to the level of tenant harassment as defined by NYC Administrative Code 27-2004 (a)(48)(e) and (g).

Moreover, to the extent that such notice was a retaliatory response to tenants' collective organizing efforts, as strongly suggested by Mr. Geylik's subsequent statements, this conduct violates Real Property Law § 230.

Finally, Mr. Geylik's conduct towards Mr. Dukleth rises to the level of harassment pursuant to 27-2093(a)(1) and 27-2004(a)(48)(a) and interference with organizing pursuant to Real Property Law §230.

V. Substantial Alterations to 2nd Floor SRO Units During Temporary Shoring; Misrepresentations in DOB and HPD Certifications

In response to the DOB violations cited above, Owners were required to install temporary shoring throughout the cellar, 1st and 2nd floors. Upon information and belief, Owner's hired contractors completed this work on or around August 18, 2024. Tenants observed that the 2nd floor work bisected the SRO units on the 2nd floor.

Owner's hired contractors subsequently submitted documents and certifications pertaining to this work to the DOB under job number M01098599-11. On or around September 6, 2024, Owner's hired engineer Sebastian Sztukowski submitted a Form HPD3 "Anti-Harassment Checklist" to the Department of Buildings (Exhibit D), which stated that the work would not alter the layout or configuration of any dwelling unit, change the use and occupancy of any dwelling unit, or demolish/destroy any portion of any dwelling unit. Given tenants' observations that the dwelling units on the building's 2nd floor were bisected during temporary shoring, there is reason to doubt the truthfulness of this statement, which was made after work was complete.

Of note, DOB employee Efrain Cabrera filed two objections to Owner's submissions, specifically citing Owner's failure to identify the location of SRO dwelling units in its filings. (Exhibit E). Although the DOB's objections now appear resolved on October 28, 2024 based on Owner's attestation that no work was being conducted in 2nd floor SRO units, tenants report significant work in 2nd floor dwelling units that substantially altered the units, and believe additional investigation is appropriate.

VI. November 1, 2024: Hazardous and Unpermitted Demolition of Unoccupied Dwelling Units

In late October, Owner issued written notice alerting tenants of its intent to conduct "probing" work in unoccupied units and common areas throughout the building (Exhibit C).

On or around November 1, 2024, Owners engaged in major demolition efforts in untenanted units and common areas throughout the building which far exceeded the scope of the "probing" work communicated to tenants. Owner's contractors removed floors and ceilings of multiple vacant units and common areas, stripping many of the unoccupied units to only the joists. A compilation of photos of the condition of these units as of November 1 and 2, 2024 is attached as Exhibit F.

Tenants quickly noticed extensive dust and debris in the hallways, extending under their own doors, and into their units. The dust and debris was so extensive that it was causing coughing and breathing issues for tenants. Tenants began wearing masks in their own units to protect themselves. Only after the day's work was completed did tenants receive Zip-Wall door covers (for their own apartments, not the unoccupied areas), effectively requiring them to either leave the building or seal themselves into their own apartments for their safety, rather than sealing off the impacted areas. Owner also locked the doors to the room where Tenants' refrigeration device was located overnight, leaving tenants' food in an unplugged refrigerator to spoil.

The building's permanent tenants received no notice of the major demolition work being performed, and no permits are publicly available with respect to this work. The sole permits issued during this period were for temporary shoring work at the building and limited work to the cellar, 1st, and 2nd floors. Therefore, there does not appear to be any permit in place for any demolition conducted on the 3rd, 4th, or 5th floors of the building.

While Mr. Geylik has stated that no permits are required for "exploratory" probing work, the near total demolition of the building's untenanted units clearly exceeds the scope of a probing exercise. Even in the event that permits were not required, Owner's failure to implement any safety protections during the extensive demolition reflects a lack of regard for the well-being, health and safety of the building's remaining permanent tenants.

When tenants Hall and Dukleth inquired about temporary relocation due to the impact of the demolition activity, Owner's agent Mr. Geylik confirmed that no temporary accommodations would be provided or reimbursed for tenants impacted by the demolition. Mr. Geylik also communicated to Mr. Hall, "if you want to leave for a day, a week, a month or year" this would be acceptable, again underscoring Owner's intention that all remaining tenants vacate the premises in the long-term.

Of note, Owner's contracted engineer's report, which was presented to DOB on or around November 22, 2024, explicitly requests that Owner be given access to the tenants' units to conduct additional "probing". As the "probing" conducted on November 1 and 2, 2024 amounted to total demolition of the building's unoccupied spaces, tenants have a rational fear that any grant of access to their units to conduct probing would likewise result in total demolition of their homes.

To the extent that Owner engaged in unsafe and unpermitted demolition work during this period, this rises to the level of harassment as defined by HMC 27-2004(a)(48)(b-4).

VII. November 22, 2024: Intimidating and Threatening Conduct during DOB Inspections

On November 22, 2024, two DOB employees arrived to investigate concerns at the building. The first employee, who identified himself to tenants as Carlos, appeared to be investigating a tenant complaint regarding the unsafe construction practices employed by Owner and contractors in early November. While Mr. Dukleth attempted to conduct a conversation with Carlos through the window of Carlos' car outside of the building, Mr. Geylik approached the vehicle and stood directly next to Mr. Dukleth outside of the car window. This made it difficult for Mr. Dukleth to continue the conversation with the DOB inspector, who advised Mr. Dukleth to not share any confidential information in Mr. Geylik's presence. Carlos later shared with Ms. Sabin that he found Mr. Geylik's behavior "scary."

A second inspector, Phillip Ng from the DOB Forensic Engineering Unit, arrived shortly after this interaction to conduct a walk-through of the building. When tenants expressed interest in taking part in the walk-through, Mr. Geylik initially told tenants that they could not participate. Mr. Geylik then modified this position to prohibit tenants from entering any unoccupied units. During the walk-through, Mr. Geylik provided the Department of Buildings with a report prepared by his engineer regarding the building's structural conditions.

Mr. Geylik's conduct towards tenants who wished to join the walk-through was noticeably intimidating and condescending in nature, and Mr. Geylik repeatedly implied that DOB's engagement with the building was attributable to a tenant complaint and/or that he had no information as to the DOB's concerns at the building, despite having prepared an engineer's report in advance of the walk-through.

During the walk-through, tenants attempted to share photographs of the prior-existing kitchen and bathroom which had been removed from that floor with Mr. Ng. In response, Mr. Geylik repeatedly demanded that DOB inspect tenants' private dwelling units (beyond the scope of the walk-through) in order to cite alleged code violations in their apartments. Mr. Geylik's behavior was understood to be retaliatory in nature, and tenants felt directly threatened by Mr. Geylik's demand to have code violations cited in their homes, particularly in light of the pre-existing DOB violation placed at the building and prior threats of a vacate order.

Mr. Ng subsequently requested to meet with tenants privately outside of the presence of Mr. Geylik. Mr. Ng indicated that he could not answer questions about tenant protections, and referred tenants to the Office of the Tenant Advocate. While Mr. Ng stated that the demolition work was outside of his own review, tenants report that Mr. Ng seemed to concur that the demolition work exceeded the scope of "probing."

To the extent that Owner directly interfered in tenants' efforts to communicate with DOB inspectors and made threats/implied threats to forcefully enter tenants' private units to cite code violations during a DOB inspection, such conduct rises to the level of harassment as defined in HMC 27-2004 (a) and 27-2093 (a)(1) and (4) and interference with organizing as defined in Real Property Law § 230.

VIII. Pattern and Practice of Refusing Rent and Failing to Collect Rent; December, 2024 14 Day Notices for Nonpayment; January 2025 Refusal to Deposit Rent

Since purchasing the building in 2021, Mr. Geylik has repeatedly engaged in unusual and problematic rent collection practices. Mr. Geylik has never engaged in formal rent collections (i.e. monthly rental invoices), instead relying on tenants to voluntarily make rent payments in a haphazard and poorly documented nature. On various occasions, Mr. Geylik has declined or failed to deposit rent from many of the building's tenants. As of January 2025, Mr. Geylik has refused to accept or deposit rent from several of the building's permanent tenants, even after sending debt collection notices to two tenant-association members.

Mr. Geylik's recent conduct reveals that this conduct is not merely negligent but in fact a component of a long-term scheme to displace the building's remaining tenants. A short summary of this conduct is outlined below:

Zachary Hall:

- Mr. Geylik initially refused to deposit rent from Mr. Hall for the first year following his acquisition of the property. Mr. Geylik communicated to Mr. Hall that he was advised by his attorneys not to accept rent. Approximately one year later, in 2023, Mr. Geylik deposited all of the rent checks at once.

- In January 2024, Mr. Hall attempted to pay his rent in advance as a lump sum. Mr. Geylik stated he could not accept rent as a lump sum, because he was concerned that he would have to refund Mr. Hall for part of the rent in the hypothetical event that he was unable to reside in the unit for the full year. This comment left Mr. Hall with the impression that his tenancy was imminently insecure, i.e., that he would not be permitted to continue living at the building for the full year of 2024.
- As of January 2025, Owner has declined to deposit Mr. Hall's rent payment.

Thomas Dukleth:

- Mr. Geylik requested that Mr. Dukleth discontinue making quarterly rent payments, for the same reason as Mr. Hall, and with the same effect.

Judy Sabin:

- Mr. Geylik refused to accept rent from Judy Sabin for over two years, allegedly due to an overcharge by the prior owner. Ms. Sabin made attempts to pay rent in 2021 and 2022, and was refused both times. Nonetheless, even after Ms. Sabin's 2021 attempt to pay rent, Mr. Geylik made inappropriate comments regarding, joking "Judy, when are you going to pay your rent?"
- In January of this year, Mr. Geylik suddenly reversed course, sending a 14-days notice of nonpayment to Ms. Sabin for two and a half years of accumulated rent, which had not been sought at any time prior and had been refused on multiple occasions (Exhibit G.)
- In January, 2025, Mr. Geylik expressly refused to accept rent from Judy Sabin until he had consulted his attorneys.
- Mr. Geylik subsequently reversed course yet again, demanding rent from Ms. Sabin. Ms. Sabin had already sent her rent to Mr. Geylik's attorney on 1/14/25 via certified mail. To date, Ms. Sabin has not received a written receipt for January 2025 rent from either Mr. Geylik or counsel.

Patterson Beckwith:

- Owner declined to deposit Mr. Beckwith's rent for the months of March, April, and May 2022, before depositing all months in June, 2022 without notice. Mr. Geylik provided Mr. Beckwith with the same justification as Mr. Hall.
- As of January 2025, Owner has declined to deposit Mr. Beckwith's timely rent check.

Remigiusz Chlapek:

- Since acquiring the building, Owner engaged in informal rent collection practices with Mr. Chlapek, including exchanging rent payments for in-kind construction work.

- Mr. Geylik has never consistently provided formal written rent receipts for cash payments or in-kind work in lieu of payment.
- In December, Mr. Geylik sent a 14-days notice to Remigiusz Chlapek for a full year of rent which had never been billed or invoiced prior to that date (Exhibit H).

IX. Failure to Provide Working Building Key and Delayed Provision of Mailbox Key to Remigiusz Chlapek

Mr. Chlapek has not had a key to the building for nearly six months, forcing him to rely on neighbors to access his dwelling unit. Mr. Chlapek has repeatedly requested that a replacement key be provided, and has engaged local locksmiths to this end. Although Owner's agent Michael Geylik has had notice of this issue for several months, Mr. Geylik has not provided Mr. Chlapek with a working key to the building.

Additionally, Owner failed to provide Mr. Chlapek with a replacement mailbox key for the same period. During this period, Mr. Chlapek was forced to intercept the mail carrier to the building in order to receive mail. Owner's failure to provide a working key willfully interrupted Mr. Chlapek's ability to receive important mail, including the fourteen-day notices described above. When Mr. Chlapek became aware of the legal notices served on him, he escalated his request that Mr. Geylik restore his access to the mailbox. Only after two weeks was Mr. Chlapek provided with a mailbox key (in January, 2025).

As Mr. Chlapek has not been provided a key to enter the building for multiple months, such conduct rises to the level of harassment pursuant to NYC Administrative Code 27-2093(a)(4) and 27-2004(a)(48)(f).

Additionally, to the extent that this failure was accompanied by threats/IMPLIED threats of use of force against Mr. Chlapek, this is harassment as defined by NYC Administrative Code 27-2093(a)(1) and 27-2004(a)(48)(a).

Finally, to the extent that Owner willfully declined to provide Mr. Chlapek with a working mailbox key, this amounts to an interruption of an essential service, within the meaning of NYC Administrative Code 27-2093(a)(2) and (4) and 27-2004 (a)(48)(b) and (g).

X. December 2024: Frivolous Termination Notice Issued to Patterson Beckwith

In addition to the nonpayment notices above, Mr. Beckwith was issued a frivolous notice terminating his tenancy based on allegations of non-primary residence (Exhibit I.) The Notice alleges that Mr. Beckwith resides in faculty housing provided by City College of New York ("CCNY") where Mr. Beckwith is employed as a professor. The address cited on the notice, however, is in fact dormitory housing for City College students. Apparently upon the same frivolous theory that Mr. Beckwith resides in CCNY's student dormitories, Owner's counsel

served a copy of the notice of termination on Mr. Beckwith's employer, General Counsel at CCNY. Mr. Beckwith understands this behavior to be explicitly baseless and harassing in nature, and part of an ongoing pattern of harassment regarding Mr. Beckwith's permanent residency at the premise which predates approval of the CONH.

XI. Insufficient Heat, Interference with Heating Systems

Throughout Owner's management of the property, tenants have suffered from lack of heat or insufficient and sporadic heat, beginning in the second half of winter of 2021-2022, and continuing through this month. Tenants note that although residential floors had inadequate or full absence of heat during this period, the commercial spaces of the building (where MGNV Consulting Corp maintains offices) were always adequately heated. Owner placed space heaters in the common areas of the building during the winter of 2021-2022 and 2022-2023, but did not make efforts to address the absence of steam heat.

During the winter of 2023-2024, and December 2024-early January 2025, heat was insufficient or sporadic, at best. As of early January, 2025, tenants recorded temperatures of just over 40 degrees Fahrenheit in their residential spaces. (Exhibit J). Adequate heat only began to be provided on or around January 11, 2025, but has been inconsistent. Tenants are concerned not only about the temperature in their dwelling units, but also about the impacts of low temperatures on building plumbing systems, which are located in common areas.

Upon information and belief, in January 2025 Mr. Geylik explained to Mr. Dukleth that the thermostat for the building is mounted above or in close proximity to a radiator in a locked 2nd floor dwelling unit. Despite Mr. Geylik's awareness that this placement results in insufficient heat throughout the residential portion of the building, and seeming admission to knowingly positioning the thermostat in close proximity to a heat source, tenants report that Mr. Geylik has not taken any steps to relocate the thermostat to a more suitable location. Rather, he has indicated that he would address the issue by adjusting the existing thermostat upwards to 78 degrees (from 70 degrees) to account for the placement.

At present, tenants continue to report insufficient heat in the building, most recently approximately 55 degrees in the building as of February 2, 2025. Mr. Dukleth has observed that heat is routinely not activated until approximately 1:30 in the afternoon.

Owner's failure to provide sufficient heat to the building and/or willful interruption of heat through inappropriate placement of the building's thermostat rises to the level of harassment pursuant to 27-2093(a)(2) and 27-2004(a)(48)(1)(b) and (b-1).

XII. Failure to Correct Known Conditions Throughout the Building

Finally, Tenants note a pattern and practice of neglect of conditions in need of repair buildingwide. In addition to the heat issues disclosed above, this included failure to repair a slow leak from unit 4B in December 2024 and January 2025, during which time Owner was repeatedly put on notice of the concern. Tenants ultimately filed a complaint via 311 on January 21, 2025, prompting Owner to resolve the issue.

Additionally, the building suffers from a lack of secure entrance doorways due to the building's "automatic" hydraulic self-closing doors, which tenants report fail to securely close when held open even momentarily (i.e. by a post-officer), and during cold temperatures. This concern has been repeatedly raised to Owner, particularly following multiple incidents of unlawful trespass and attempted burglary at the building by non-residents.

CONCLUSION:

Based on the conduct described above, tenants request that HPD take immediate action to rescine the existing CONH granted to 109E9 LLC in March 2024, or, in the alternative, to limit the CONH to solely permit restoration of kitchen and sanitary facilities, in order to prevent additional demolition of SRO housing and displacement of the building's remaining permanent tenants. As alleged above, since March, 2024 tenants have been subjected to harassing conduct intended to induce them to vacate their affordable rent-stabilized homes. More troublingly, Owner has engaged in near total demolition of the building's untenanted spaces (under the guise of "exploratory probing") and has formally signaled its intent to perform the same work in tenanted apartments, with the clear result being displacement of the building's remaining SRO tenants.

Tenants therefore implore HPD to rescind the existing CONH or, in the alternative, to modify the CONH to permit only limited repairs and improvements to the premises necessary to restore the sanitary facilities and a working kitchen previously installed at the premises, in consultation with tenants.

Tenants further request that Owner's CONH be temporarily suspended pending review and/or futher investigation of the allegations in this letter, in the interest of protecting their health, safety and stability in their homes. Tenants also request that HPD and DOB apply intensified scrutiny to any work or applications for work conducted in the building, including work classified as "exploratory" or "probing" work in occupied or unoccupied units.

Thank you for your consideration of this request. Please contact our office with any questions regarding this letter, or to set up a meeting to discuss next steps to ensure the safety and stability of the 109 E. 9th Street tenants.

A handwritten signature in black ink, appearing to be the initials 'JA' or similar, written in a cursive style.

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