

***Dep't of Housing Preservation & Development v. Geylik***  
OATH Index No. 1984/25 (Feb. 20, 2026), *adopted*, Comm'r Dec. (Mar. 9, 2026), **appended**

Petitioner demonstrated that respondent harassed lawful SRO tenants within the meaning of section 27-2093 of the Administrative Code. ALJ finds that respondent's certificate of no harassment may be rescinded.

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**NEW YORK CITY OFFICE OF  
ADMINISTRATIVE TRIALS AND HEARINGS**

*In the Matter of*  
**DEPARTMENT OF HOUSING PRESERVATION  
AND DEVELOPMENT**  
*Petitioner*  
*- against -*  
**MICHAEL GEYLIK**  
*Respondent*

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**REPORT AND RECOMMENDATION**

**CHRISTINE STECURA**, *Administrative Law Judge*

Petitioner, the Department of Housing Preservation and Development (“HPD”), brought this proceeding against respondent, Michael Geylik, the owner of the Building, to rescind a Certification of No Harassment (“CONH”) for the property located at 109 East 9th Street, New York, New York (the “Building”), under section 27-2093 of the New York City Administrative Code (the “Code”). Admin. Code § 27-2093(f) (Lexis 2026). Petitioner alleges that respondent committed acts of harassment against the Building’s single room occupancy (“SRO”) tenants and seeks a recommendation that the CONH issued on March 4, 2024, be rescinded.

An in-person trial was held before me on May 8 and 22, June 5 and 12, July 22, and September 25, 2025.<sup>1</sup> The record closed on November 24, 2025, after the parties submitted closing

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<sup>1</sup> Following the first day of trial, respondent moved to dismiss the proceeding on the basis that petitioner failed to hold a hearing to determine whether to rescind the CONH within 30 days of suspending the CONH, which purportedly violated section 27-2093(f)(3) of the Administrative Code (Tr. 213-14; ALJ Ex. 2). Respondent further argued that he is prejudiced by petitioner’s failure because the CONH suspension caused a Department of Buildings (“DOB”) permit to also be suspended, and work ordered by DOB and demanded by the Building’s tenants therefore cannot be performed (ALJ Ex. 2). Petitioner opposed the motion (ALJ Ex. 3). On May 21, 2025, I denied the motion in a letter memorandum decision which is incorporated herein.

memoranda. Petitioner relied upon documentary evidence and the testimony of seven witnesses (five SRO tenants, an HPD construction project manager, and an HPD investigating supervisor). Respondent testified on his own behalf and offered documentary evidence and the testimony of one witness, a licensed structural engineer.

For the reasons set forth below, I find that petitioner proved most of the charges and that the SRO tenants were harassed within the meaning of section 27-2093 of the Administrative Code during the inquiry period of March 24, 2024, to the present. On that basis, HPD may rescind the CONH.

## ANALYSIS

### **Introduction**

A CONH allows an owner to obtain building permits to make approved alterations to a building. 28 RCNY § 10-02(b) (Lexis 2026). Under the Administrative Code, a CONH may be rescinded if the Commissioner finds that harassment occurred on the premises after the CONH was issued and prior to the commencement of substantial work pursuant to an alteration permit or demolition permit. Admin. Code § 27-2093(f)(1); *Dep't of Housing Preservation & Development v. Tauber*, OATH Index No. 675/07 at 2 (May 16, 2007).

Section 27-2093(a) of the Administrative Code defines “harassment” as to include:

. . . (2) the interruption or discontinuance of essential services which (i) interferes with or disturbs or is intended to interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of a dwelling unit in the use or occupancy of such dwelling unit and (ii) causes or is intended to cause such person lawfully entitled to occupancy of such dwelling unit to vacate such unit or to surrender or waive any rights in relation to such occupancy . . . (4) any other conduct which prevents or is intended to prevent any person from the lawful occupancy of such dwelling unit or causes or is intended to cause such person lawfully entitled to occupancy of such dwelling unit to vacate such unit or to surrender or waive any rights in relation to such occupancy including but not limited to removing the possessions of any occupant from the dwelling unit; removing the door at the entrance to the dwelling unit; removing, plugging or otherwise rendering the lock on such entrance door inoperable; or changing the lock on such entrance door without supplying the occupant with a key.

Admin. Code § 27-2093(a)(2), (a)(4).

Section 27-2093(b) of the Administrative Code creates a presumption that any statutory act defined in 27-2093(a) was committed with the intent to cause a legal tenant to vacate the unit. *Dep't of Housing Preservation & Development v. Fenelon*, OATH Index No. 1525/04 at 3 (Oct. 6, 2004), *aff'd*, Index No. 5111/05 (Sup. Ct. Kings Co. July 12, 2005). An owner may rebut the presumption by a preponderance of the credible evidence. *Dep't of Housing Preservation & Development v. McClarty*, OATH Index No. 1602/00 at 3 (Dec. 7, 2000). This tribunal has recognized that violations are prima facie evidence of harassment. *Dep't of Housing Preservation & Development v. Stephenson*, OATH Index No. 2945/10 at 10 (Sept. 3, 2010), *adopted*, Dep. Comm'r Dec. (Oct. 5, 2010) (based on the violation history alone, the Department established interrupted or discontinued essential services which interfered or disturbed the tenant's comfort or peace in the building); *Dep't of Housing Preservation & Development v. Wulliger*, OATH Index No. 782/06 at 12 (May 5, 2006) (finding "sufficient documentary proof as an initial matter to support the Department's allegations based on a codified presumption of intentional harassment").

Respondent and his brother purchased the Building on June 28, 2021, and respondent's company has its offices on the ground floor of the Building (Tr. 849-51; Pet. Ex. 2). On August 16, 2023, HPD received respondent's application for a CONH (Pet. Ex. 4). According to the application, the Building contained 12 SRO dwelling units, five of which were vacant, and one commercial unit (*Id.* at 3). The application listed six SRO tenants, Remigiusz Chlapek, Shiras Patterson Beckwith, Judy Sabin, Thomas Dukleth, James Hicks, and Zachary David Hall (*Id.* at 11). The application does not state who, if anyone, occupied the seventh SRO unit. In the application, under "Reason for Application," respondent wrote that "[he] intend[ed] to perform minor interior renovations, including partition work, in the vacant unit on the fourth (4th) floor" (*Id.* at 5).

Petitioner issued a CONH for the premises on March 4, 2024 (ALJ Ex. 1). As a condition of the CONH, respondent signed an affidavit of "No Future Harassment," wherein respondent agreed not to harass occupants in the Building (Pet. Ex. 6). On or about April 8, 2025, petitioner found reasonable cause to believe that harassment had occurred at the premises, and it suspended the CONH, and then later brought this proceeding (Pet. Ex. 7). Petitioner alleged that respondent committed 13 acts of harassment against lawful occupants from March 4, 2024, to the present.

Specifically, petitioner charged respondent with:

- a) Failure to restore a toilet, shower, and kitchen the respondent removed and/or caused to be removed from the 4<sup>th</sup> floor, and failure to restore a toilet the respondent removed and/or caused to be removed from the 3<sup>rd</sup> floor, causing the 4<sup>th</sup> and 3<sup>rd</sup> floors to remain without a toilet in violation of HMC § 27-2067 which requires one toilet on each occupied floor.
- b) Providing lawful occupants false and misleading information regarding the occupancy of their units, including common facilities serving their units, by telling lawful occupants not to complain to HPD about the removal of common facilities, deceiving the occupants into believing that those facilities will be restored after the Certificate of No Harassment is issued, and failing to restore such facilities as of March 4, 2024, to present.
- c) Conducting work without a permit, demolishing the floor and ceiling to the beams in non-occupied units, causing gutted areas to be open and exposed to units below or above it or on that floor affecting the safety of tenants; Stripping such areas of fire-retardant material creating a fire hazard affecting the occupants' safety.
- d) Conducting demolition work without a permit causing dust and debris to penetrate public areas and occupants' units, which affected lawful occupants' air quality, and informing an occupant who asked how long he should leave the building during the demolition work, "I don't care if you stay out a year."
- e) Failing to provide janitorial services at the building, resulting in the occupants having to clean and maintain the common areas, community, and sanitary facilities themselves, and failing to clean and remove dust and debris due to unpermitted demolition from common areas, requiring occupants to perform the cleaning themselves.
- f) Sending an occupant a frivolous notice on December 24, 2024, stating that a holdover court case will be filed against him due to a trumped up non-primary residence claim, seeking possession of his unit, causing distress and harassment by serving the lawful occupant's elderly mother at her address, and serving his employer, . . . threatening to evict him from his unit if he does not remove himself from the premises.
- g) Telling a lawful occupant that she need not pay rent and refusing to accept her rent payments while inducing her to move out of the building, offering assistance and assisting her to file documents for building lotteries elsewhere, and influencing her to move elsewhere by telling her that a woman should not live in such conditions as are present in the subject building.

- h) Sending an occupant a notice of non-payment on December 23, 2024, seeking possession of her unit, frivolously demanding arrears from July 2021 through December 2024 after refusing her rent payments, and filing a non-payment court action, Index No. LT-301839/2025 seeking possession of her unit.
- i) Removing a dumpster used by occupants for their trash disposal and failing to replace and/or provide ready access to a trash disposal container – telling lawful occupants that they need to dispose of their trash in the public trash cans on the sidewalk resulting in a summons issued to tenants for using public trash cans.
- j) Failing to provide a lawful occupant a replacement key to the building front entrance door, causing the occupant to have to ask other occupants for assistance in order to access his unit at the building or having to climb the fire escape to enter his unit on the 3rd floor - unlawfully prohibiting the occupants' access to the building where he resides.
- k) Making misleading statements on the [CONH application], stating that the respondent filed an application with the Department of Buildings for work at the property which would require a CONH, and attaching plans to his CONH application of DOB application No. M00865697-II, which demonstrate the planned restoration of a kitchen, a bathroom, and shower - failing to finalize the submitted DOB application after obtaining the CONH and failing to restore the specified facilities as represented.
- l) Making false statements on an application No. M01181265-II for a construction document with the Department of Buildings ("DOB") for a permit for work to be performed in a building containing dwelling units of persons lawfully entitled to occupancy, misstating the number of occupied units at the building; Filing plans with DOB in conjunction with application No. M01181265-II, falsely claiming that common facilities and sanitary facilities which were previously removed and not restored as still "existing" at the building.
- m) 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 causes or are intended to cause such person(s) to vacate such dwelling unit or surrender or waive any rights in relation to such occupancy.

(ALJ Ex. 1).

Respondent denies petitioner's allegations and maintains he did not harass the tenants. He claims that he intended to restore a kitchen and bathroom and made a good faith effort to maintain

the Building but was prevented from doing so because of structural issues in the Building, exacerbated by an earthquake, that forced him to make emergency repairs and conduct exploratory probing.

**(a) Failure to maintain toilets on the third and fourth floors and failure to restore a kitchen on the fourth floor**

Petitioner presented credible evidence that respondent harassed the SRO tenants by failing to provide the requisite number of water closets and failing to restore shared facilities. Thomas Dukleth has lived in unit 3D on the fourth floor of the Building since 1990 and works as a caretaker for a disabled person (Tr. 30-31).<sup>2</sup> His unit has a sink but no toilet (Tr. 31, 105). The fourth floor currently has no shared facilities (Tr. 32). The shared kitchen and bathroom, with a toilet and shower, were removed at respondent's direction from the fourth floor in October 2022 (Tr. 32, 34). Dukleth uses a shared shower on the second floor, and a shared toilet on the fifth floor (Tr. 33-34). A toilet was removed from the third floor in November 2022 and there are no shared facilities on that floor (Tr. 36, 38).

Dukleth previously stored bathroom and kitchen items in unit 2B, which was unoccupied, but respondent told him on or about October 24, 2024, to remove the items (Tr. 50-51; Pet. Ex. 12). A refrigerator was available on the fourth floor as of March 4, 2024, but it was unplugged and the kitchen area padlocked in December 2024 (Tr. 34-35). Dukleth testified that having no kitchen and limited bathroom facilities has made living in the Building difficult for him (Tr. 40-41).

Judy Sabin works as a barista and has lived in unit 3C of the Building on the fourth floor since late 2018 or early 2019 and has been a registered tenant since 2021 (Tr. 125, 127, 157). Her unit contains a bathtub (Tr. 132-33; Pet. Ex. 14). When she first moved to the Building, the fifth floor had four residential units and a toilet; the fourth floor had three residential units, a large bathroom with a shower and toilet, and a shared kitchen with a sink, cooktop, table, microwave ovens, and supplies; the third floor had four residential units and a toilet; and the second floor had one residential unit, a shower, and a toilet (Tr. 125-27). Since then, the fourth-floor kitchen and bathroom and the third-floor toilet were removed (Tr. 127-28). The Building currently has six tenants and two toilets, located on the second and fifth floors (Tr. 127).

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<sup>2</sup> SRO units are designated one floor below the actual floor number in the Building, such that a unit on the fourth floor would be unit 3.

Sabin testified that respondent told her that the third and fourth floor shared facilities were removed to correct violations necessary to operate his business downstairs (Tr. 128). Respondent told Sabin that he would restore the shared facilities, but he did not and Sabin no longer believes that he will (Tr. 128, 190). Sabin further testified that the removal of the shared facilities “impacted [her] greatly,” as she showers, brushes her teeth, and washes her face in the bathtub in her room (Tr. 129, 133). Before it was removed, respondent showered in the fourth-floor bathroom (Tr. 133, 190).

Sabin is also forced to “spend lots of money” on take-out food because there is no kitchen (Tr. 129). Respondent allowed the SRO tenants to store kitchen equipment in unit 2B but then after forming a tenants’ association, they received a notice to remove their belongings, which Sabin believed to be retaliatory for organizing (Tr. 199-200). Sabin also needs to walk two flights downstairs to the second floor to use the toilet (Tr. 129, 193). Sabin said that it is difficult for the six SRO tenants to share two toilets (Tr. 191, 193).

Zachary David Hall is an artist and has lived in the Building since 2011 in unit 4D on the fifth floor (Tr. 222, 258). Hall’s unit has a bathtub that was there when he moved in (Tr. 222). Currently, there is one toilet on the fifth floor and a second on the second floor (Tr. 225). There is also a shared shower on the second floor (Tr. 226). There are four SRO units on the fifth floor, three SRO units on the fourth floor, four SRO units on the third floor, and three SRO units, combined as one unit, on the second floor (Tr. 225).

Hall recalled that respondent removed the fourth-floor shared kitchen, toilet, and shower and the third-floor toilet (Tr. 227). Respondent told Hall that he removed the shared facilities to clear violations (Tr. 228). The removal of the shared facilities has impacted Hall’s life (Tr. 229). Hall incurs extra costs to eat out because he does not have a kitchen to cook in (*Id.*). There are also fewer toilets for the SRO tenants to use and as a result more people use the toilet on his floor (*Id.*).

Shiras Patterson Beckwith has lived in the Building since 1992 in unit 2E on the third floor (Tr. 313). He has worked at the City College of New York since 2008, where he oversees the photography program and teaches photography (Tr. 314-15). He testified that there are no occupied units on the second floor but there was one communal toilet and one communal shower (Tr. 313-14, 316). The shared shower is “pretty grimy” and “occasionally clogged,” and lacks a

ventilation fan (Tr. 316, 319). Beckwith's unit contains an old cast iron sink but does not have a kitchen, shower, bath, or toilet (Tr. 315; Pet. Ex. 22 at 17).

Beckwith recalled that in November 2022, respondent removed a communal kitchen, toilet, and shower on the fourth floor (Tr. 318, 354). After the removal of these communal facilities, Beckwith has to eat all of his meals outside of his home "which is expensive and unhealthy" (Tr. 319). Beckwith testified that the bathroom that was removed from the third floor was conveniently across the hall from his room (Tr. 318). Now, he stumbles at night going up and down stairs to the bathroom because the steps are slanted and uneven (Tr. 320).

Remigiusz Chlapek is a carpenter and has lived in unit 2D on the third floor of the Building since 2015 or 2016 (Tr. 378-79; Pet. Ex. 4). He has a standup shower and sink in his unit (Tr. 379, 469). In late 2022, respondent asked Chlapek to remove the toilet on the third floor and the kitchen on the fourth floor (Tr. 380-81). He told Chlapek he would replace them with nicer ones but respondent did not replace those fixtures (*Id.*).

HPD Investigating Supervisor Abimael Sequinot inspected the Building on March 11 and 19, 2025 (Pet. Ex. 8). On March 11, 2025, Sequinot observed six occupied residential units (Tr. 576). The fifth floor contained four residential units and one communal bathroom with one toilet (*Id.*). The fourth floor contained three residential units and no common facilities (*Id.*). The third floor contained four residential units and no common facilities (*Id.*). On March 19, 2025, Sequinot observed the second floor was an open space with no residential units (Tr. 576-77). The door to a full bathroom on the second floor was padlocked (Tr. 626). The SRO tenants told Sequinot that the common facilities on the fourth and third floors were removed by respondent in 2022 to resolve the Building's violations (Tr. 577, 584).

During his March 11, 2025 inspection, Sequinot took 29 photographs of the conditions he observed, including a water closet on the second floor with a toilet that had "dirty" floors, and was "cluttered with tools," and a shower with cracks on the walls up to the ceiling (Pet. Ex. 9; Tr. 585-88). On the fourth floor, the water closet where a toilet had been removed was being used for storage (Pet. Ex. 9; Tr. 588). On the fifth floor, there was a toilet in a room with dirty floors (Pet. Ex. 9; Tr. 588).

Respondent did not deny that he caused the shared facilities on the fourth floor and the toilet on the third floor to be removed in 2022. He testified that he removed the shared facilities to clear the DOB violations to obtain a certificate of occupancy to convert the ground floor into

his office (Tr. 864-65, 852, 1063-64). Respondent also testified that he told the SRO tenants that he would replace the bathroom and kitchen on the fourth floor (Tr. 865, 868).

The Building was issued various DOB violations and permits related to the third and fourth floors (Resp. Exs. G4, G5, G6). Respondent presented evidence that the Building received two violations in 1999 for work without a permit and certificates of compliance were issued for both violations in 2022 (Resp. Ex. G4). One of the certificates of compliance was issued after respondent obtained a DOB permit to remove kitchen and bathroom fixtures to reduce the number of third-floor units from four to three (Resp. Ex. G5).

Respondent testified that he filed for a CONH to obtain the DOB permits to replace the fourth-floor communal bathroom and kitchen (Tr. 865, 868). The CONH application, dated August 15, 2023, stated that “[a]pplicant intends to perform minor interior renovations, including partition work, in the vacant unit on the fourth (4th) floor” (Pet. Ex. 4 at 5). Attached to the application were architectural plans dated November 2022 that included a bathroom and kitchen (Pet. Ex. 4; Tr. 584). Respondent testified that he was informed by HPD on March 3 or 4, 2024, that it had granted his CONH application (Tr. 868). Although respondent filed architectural plans with DOB to restore the bathroom on the fourth floor in November 2022, he did not apply to DOB for a permit to do the work (Tr. 1025, 1047; Pet. Ex. 4).

Respondent further testified that before he could proceed with restoring the fourth-floor kitchen and bathroom, a new crack appeared in the Building’s hallway and then an earthquake occurred in April 2024 (Tr. 869-70, 1175-76). When it happened, respondent was on the second floor of the Building, and he felt the Building shake and shortly thereafter, received a text message about the earthquake from Sabin (Tr. 869-71; Resp. Ex. K4 at 14). A week before, Sabin sent respondent photographs of a crack in the hallway from the ground to the second floor and respondent was concerned that the crack would get larger because of the earthquake (Tr. 872-73; Resp. Ex. K4 at 14). Respondent wanted to restore the shared facilities as promised; however, the engineer told him it was too dangerous to do so, and that he should report the Building’s conditions to DOB, which he did (Tr. 1176).

According to section 27-2067 of the Code, any building containing rooming units, “shall contain at least one water closet, washbasin and bath or shower for each six persons lawfully occupying rooming units[, and] . . . [a]t least one water closet shall be located on any floor containing a rooming unit.” Admin. Code § 27-2067(a). Additionally, “[e]very occupant of a

rooming unit shall have access to each required water closet, washbasin and bath or shower without passing through any other rooming unit or portion of the dwelling reserved for other occupants.” Admin. Code § 27-2067(b).

The Building currently has six SRO tenants occupying the third, fourth, and fifth floors (Pet. Ex. 4 at 11). SRO tenants Dukleth, Sabin, Hall, Beckwith, and Chlapek, and Inspector Sequinot each credibly testified that neither the third nor the fourth floors have toilets (Dukleth: Tr. 32, 36; Sabin: Tr. 128-29; Hall: Tr. 225, 227; Beckwith: Tr. 318, 354; Chlapek: Tr. 380, 383; Sequinot: Tr. 576). Respondent has violated section 27-2067 of the Housing Maintenance Code by not maintaining the required number of water closets per floor. Therefore, I find that respondent harassed the SRO tenants by not providing access to the requisite number of water closets. *Stephenson*, OATH 2945/10 at 10 (finding harassment where owner failed to provide a lawful occupant access to the communal bathroom on his floor); *Dep’t of Housing Preservation & Development v. Pedersen*, OATH Index No. 1093/08 at 3-5 (Aug. 22, 2008) (finding harassment where owner failed to provide a lawful occupant access to the communal bathroom on his floor which is presumed to have been intended to cause the lawful occupant to vacate or surrender his legal occupancy).

Respondent did not deny that he removed the bathroom facilities but argued that the requirement under section 27-2067 of the Code did not apply because he believes that only four of the six SRO tenants that he listed in the CONH application live within the Building and he has commenced holdover proceedings against two SRO tenants, one of whom did not accuse respondent of harassment (Tr. 10-11, 26; Resp. Ex. L1). Respondent further argued that several tenants have their own toilets, sinks, showers and bathtubs which obviates the need for a water closet on occupied floors (Resp. Br., at 11). Both arguments are without merit. Respondent has not presented any credible evidence that there are not at least six SRO tenants, and his CONH application listing six SRO tenants contradicts any argument otherwise. Both section 27-2067 of the Code and section 76 of the Multiple Dwelling Law differentiate water closets from baths, showers, and wash basins. Admin. Code § 27-2067(b); Mult. Dwell. Law § 76 (Lexis 2026). New York case law also defines a water closet as a toilet or restroom. *See, e.g., Matter of Kozak v. Westchester County Bd. of Elections*, 2025 N.Y. Misc. LEXIS 3363 at \*8 n.1 (Apr. 24, 2025) (“water closet” is defined as a “toilet or restroom”); *Santos v. Trizechahn 1065 Avenue of the Americas Property Owner LLC*, 2021 N.Y. Misc. LEXIS 50152 at \*30 (Sept. 24, 2021) (“water

closet” is an alternative word for toilet). While there was testimony that some units contain bathtubs or showers, a bathtub or shower is not a water closet, and there was no evidence that any SRO tenant had a toilet in their unit (Dukleth: Tr. 107). Even if there was evidence, which there was not, that an SRO tenant had a toilet in their unit, such a showing would not satisfy the legal requirement as the Code requires that SRO tenants have access to water closets “without passing through any other rooming unit.” Admin. Code § 27-2067(b).

Petitioner has also demonstrated that respondent failed to restore shared facilities on the fourth floor, including a toilet, shower, and kitchen, and a shared toilet on the third floor, that he caused to be removed. Dukleth, Sabin, Hall, Beckwith, and Chlapek all credibly testified that respondent caused the shared kitchen and bathroom with a toilet and shower on the fourth floor and the shared toilet on the third floor to be removed (Dukleth: Tr. 36-38; Sabin: Tr. 127-28; Hall: Tr. 227-28; Beckwith: Tr. 318, 354; Chlapek: Tr. 380-81). The credible evidence shows that respondent’s acts or omissions interrupted or discontinued “essential services” that interfere with or disturb the SRO tenants’ “comfort, repose, peace, or quiet” in the building. *Dep’t of Housing Preservation & Development v. Beinert*, OATH Index No. 1470/08 at 14 (Nov. 18, 2008); *see Dep’t of Housing Preservation & Development v. Ben Tov*, OATH Index No. 2437/19 at 20 (Feb. 9, 2024) (sustaining harassment charge where owner reduced lawful occupants’ use of kitchen); *Dep’t of Housing Preservation & Development v. Kaplan*, OATH Index No. 1246/19 at 29-30 (Mar. 18, 2021), *adopted*, Comm’r Dec. (Apr. 22, 2021) (sustaining harassment charge where respondent was unable to establish legitimate reason for removing the only kitchen in the building).

Respondent does not deny this but claims he removed the facilities to clear DOB violations and was prevented from restoring the shared facilities because of an earthquake in April 2024 and structural issues in the Building. As a preliminary matter, there was no credible evidence that the communal kitchen, shower, or toilet on the fourth floor were removed to clear DOB violations. The only reference to capping fixtures concerned a 1999 violation and 2022 limited alteration application to reduce the number of units from four to three on the third floor (Resp. Exs. G4, G5). And there was no evidence to show that either the violation or the application referred to the communal toilet. As discussed in further detail below, respondent’s failure to maintain the Building is not a defense to his failure to provide SRO tenants with shared facilities in order to induce them to surrender their rights or occupancy. Respondent failed to show that he took any affirmative steps to restore the common facilities after obtaining the CONH on March 4, 2024.

As such, this charge is sustained.

**(b) Providing SRO tenants false and misleading information and encouraging them not to complain to obtain CONH**

Petitioner presented credible evidence that respondent harassed the SRO tenants by telling them not to complain to HPD about the removal of shared facilities, deceiving them into believing that the shared facilities would be restored after the CONH was obtained, and then failing to restore the shared facilities. When the shared kitchen and bathroom were removed from the fourth floor in October 2022, and the shared toilet from the third floor in November 2022, respondent told Dukleth that the facilities would “be restored better than ever in a few months” (Tr. 34, 38). Respondent told Dukleth that the shared facilities on the third and fourth floors had to be removed because DOB objected to the building plans on each floor (Tr. 37-38). Dukleth never complained to HPD about the removal of the shared facilities because respondent told him that if the SRO tenants objected, he would not be able to remove the old violations necessary to secure his SBA loan which would force him to sell the building to a property developer (Tr. 38-39). At respondent’s request, Dukleth relayed respondent’s remarks to the other SRO tenants (Tr. 40). Dukleth worried that if the Building was sold to a developer, he and the other SRO tenants would lose their homes (Tr. 39-40).

Dukleth testified that respondent told him that he was applying for a CONH and if DOB were to contact Dukleth or other SRO tenants they should not complain (Tr. 41, 92-93). Without the CONH, respondent would not be able to restore the shared facilities that had been removed (*Id.*). Dukleth stated that respondent encouraged him to tell the other SRO tenants not to object and that he spoke to “each and every resident” that the CONH was necessary to restore the shared facilities (Tr. 41). Despite this, Dukleth told an HPD investigator that the front door to the Building did not automatically close and that the bathroom and kitchen facilities had been removed (Tr. 93-94). Respondent did not restore the shared facilities on the third or fourth floors after the CONH was issued (Tr. 42-43).

Hall also testified that respondent told him that the shared kitchen and toilets were removed to clear violations and respondent needed to obtain a CONH (Tr. 228-29). He also recalled a conversation with Dukleth regarding the issue but did not recall the details (Tr. 228).

Sequinot testified that he visited the Building on March 11 and 19, 2025, in connection with allegations of harassment made after the CONH was granted and wrote two memoranda

regarding his visits (Tr. 571-73; Pet. Ex. 8 at 2-3, 8). He wrote an additional memorandum memorializing his interview with six SRO tenants (Tr. 573; Pet. Ex. 8 at 4-7). Sequinot testified that five of the six tenants stated that respondent told them that if they helped him to obtain the CONH by not complaining, he would restore the bathrooms and a kitchen (Tr. 574, 624; Pet. Ex. 8 at 4-7). However, his March 26, 2025 memorandum reflects that only four SRO tenants, Dukleth, Sabin, Hall, and Chlapek, stated as such (Pet. Ex. 8 at 4-7).

Samuel Del Pilar is a Construction Project Manager employed by petitioner since 2007 (Tr. 474-75). In that capacity, he verifies conditions related to building violations and conducts “roof to cellar inspections” to verify whether building conditions have been corrected to recommend the removal of violations (Tr. 475). He also inspects plumbing and electrical issues (*Id.*).

Del Pilar inspected the Building on March 11 and 19, 2025, with Sequinot, DOB personnel, respondent, and respondent’s counsel, and wrote reports on both dates with his findings (Tr. 478-79; Pet. Exs. 21, 23). He also took photographs of the conditions he observed on March 11 and 19, 2025 (Pet. Exs. 22, 24). Sequinot requested Del Pilar join him in the inspections because he was concerned with the integrity and structure of the Building’s conditions, including sloping in the public hall and egress issues, and that the Building’s conditions did not adhere to the Housing Maintenance Code (Tr. 478). Del Pilar observed that the roof was in poor condition and that the façade had loose stucco and window seals which could allow water to penetrate and damage the Building’s integrity (Tr. 480-81, 484; Pet. Exs. 21, 22).

Respondent testified that he told the SRO tenants that he applied for a CONH and that they might be contacted by HPD, but he did not know how HPD would proceed (Tr. 867). He denied telling them to lie or to omit information about the Building’s conditions from HPD (Tr. 865-66). He stated that his intention was to restore the shared facilities but he was prevented from doing so because of an earthquake on April 5, 2024, and structural issues in the Building (Tr. 1175-76).

Sebastian Sztukowski, respondent’s licensed structural engineer, testified regarding the Building’s structural issues (Tr. 710). Sztukowski accompanied Phillip Ng, a DOB principal engineer, during a DOB inspection on August 14, 2024, and was retained by respondent in connection with the DOB’s emergency work order that required respondent to immediately retain an engineer to shore the Building (Tr. 718-19; Resp. Ex. C). Sztukowski recalled that he and Ng found the Building conditions alarming (Tr. 719-20). They observed a beam on the second floor that was hanging without a connection and that the staircase shaft was supported by a beam in the

second-floor ceiling with a connection to another beam that “was basically gone, [and] . . . hanging by a couple nails” (Tr. 719-20, 724). There was also a large crack running through a quarter of the length of the header beam that was supporting the wall that was part of the stair shaft and a load-bearing structure (Tr. 720). Sztukowski believed that there was a risk of “sudden collapse” of the Building (Tr. 725). He also testified that the April 2024 earthquake “could have” exacerbated the structural conditions he observed in the Building, which he and Ng discussed during the inspection (Tr. 756-57).

During the August 14, 2024 inspection, DOB found that the Building violated sections 28-105.4(1) and 28-301.1 of the Administrative Code (Resp. Ex. C). In its violation, DOB described a “[m]ain building with wood joist and cracked 3rd floor header with inadequate connection to [the] trimmer, which was supporting [the] interior wall adjacent to [the] stairs,” and “[f]loors severely sloping towards center stairs at [the] 2nd [through] 5th floors.” (*Id.*). DOB issued an emergency work order to respondent to immediately retain a licensed engineer and licensed general contractor to perform and supervise the shoring of the Building, and to have the engineer submit to it the means and methods to correct the issues, as well as daily reports, and to file the job with DOB within two days from the start of the work (*Id.*). DOB further found that respondent “[f]ail[ed] to [m]aintain [the] building in [a] safe condition” and ordered respondent to retain a licensed engineer to evaluate the entire Building and file drawings with DOB, with permanent repairs to be completed by December 13, 2024 (*Id.*).

Respondent presented a copy of an August 14, 2024 email from Ng, with no addressees, where Ng wrote in pertinent part:

As discussed onsite today, and following our inspection on the phone, attached is our Emergency Work Order to immediately shore the building. As discussed on the phone, we discussed shoring to reinstate the stair relieving walls down to cellar level, and isolating the shoring at the 1st floor from the commercial occupants. Submit means and methods to us by tomorrow.

(Resp. Ex. E1 at 11). According to the DOB permit for the temporary shoring, the shoring was limited to the cellar, first and second floors and did not any require “change in use, occupancy, or egress” (Resp. Ex. F1). The shoring took one day to install (Tr. 759).

In his letters to DOB dated September 20, 2024, November 11, 2024, and November 24, 2024, (Resp. Exs. D2, D3, D4), Sztukowski wrote that the Building is “unsafe for habitants occupying the upper floors,” (Resp. Ex. D2), and he recommends that the SRO tenants on the

upper floors “be vacated immediately” (Resp. Ex. D4). Sztukowski did not recommend respondent vacate his second-floor office.

Sztukowski testified that the Building’s deterioration occurred over a period of fifty or more years (Tr. 738). After he evaluated the Building, he prepared drawings for permanent repairs in connection with the DOB emergency work order, which would entail replacing the upper floors’ floor joists to span across the Building’s width to relieve the load from the stair shaft (Tr. 731-33, 745; Pet. Ex. 25B; Resp. Ex. F3). The drawings, dated January 6, 2025, were approved on March 18, 2025 (Tr. 773, 822). The corresponding permit was issued on March 19, 2025 (Tr. 823; Resp. Ex. F2). Sztukowski stated that although DOB approved the plans and issued a permit, work had not started because of the issue regarding HPD and harassment (Tr. 752).

Respondent did not present any evidence that structural work in the Building prevented him from restoring the fourth-floor kitchen and bathroom and third-floor bathroom facilities. Respondent purchased the Building in June 2021, and he removed the shared facilities on the third and fourth floors in November 2022, the same month the DOB architectural plans that include new shared facilities for the fourth floor are dated. He applied for a CONH in August 2023, attaching the DOB architectural plans. HPD granted the CONH in March 2024 and an earthquake occurred in April 2024. However, as stated above, respondent did not take any steps to restore the shared facilities after obtaining the CONH and did not provide any evidence that the structural issues in the Building prevented respondent from restoring the shared facilities, including filing for a work permit in connection with the architectural drawings he attached to the CONH application.

Even if the earthquake caused respondent to become more attuned to the Building’s preexisting structural issues, respondent proffered no convincing evidence that the earthquake actually caused the Building’s conditions and precipitated the need for emergency shoring or prevented respondent from restoring the shared facilities on the third and fourth floors. After DOB directed respondent to make emergency repairs in August 2024, temporary shoring was installed in the Building in one day. Notably, the permit for the temporary shoring limited the shoring to the cellar, first, and second floors and did not require any “change in use, occupancy, or egress” (Resp. Ex. F1). Respondent’s failure to maintain the Building should not be a defense against his inaction and failure to restore facilities that he promised the SRO tenants to restore.

I found credible Dukleth’s testimony that respondent told him that if the SRO tenants made any complaints respondent would not be able to remove violations to secure a loan and would have

to sell the Building. I also credited Dukleth's testimony that respondent told him that the SRO tenants should not complain to DOB or else respondent would not obtain the CONH necessary to restore the shared facilities, and that respondent told him to communicate to the other SRO tenants that they should not object to the CONH. Sequinot's testimony that five SRO tenants told him that respondent stated he would restore the bathroom and kitchen if they helped him get the CONH, although not entirely consistent with his March 26, 2025 memorandum, corroborates Dukleth's testimony.

Based on the credible evidence, petitioner has proven that respondent told the SRO tenants not to complain to HPD about the removal of shared facilities, deceived the SRO tenants into believing that the shared facilities would be addressed after the CONH was obtained, and then failed to restore such facilities. Respondent's actions interfere with or disturb the SRO tenants' "comfort, repose, peace, or quiet," in the Building and it is reasonable to conclude that the purpose of respondent's actions are to cause the SRO tenants to leave the Building. *Beinert*, OATH 1470/08 at 17 (finding it was reasonable to conclude that owner's failure to make necessary repairs and keep the building clean was for the purpose of creating an "uninhabitable environment that forced tenants to leave their homes for their own safety and well being").

As such, this charge is sustained.

**(c) and (d) Conducting work, including demolition, without a permit, affecting SRO tenants' safety and air quality**

Petitioner presented credible evidence that respondent harassed the SRO tenants by failing to take proper safety precautions to protect SRO tenants and air quality while work was conducted in the Building, that respondent failed to give adequate notice of such work, and that respondent told an SRO tenant that he did not care if he stayed out of the building for a year. Sabin testified that on October 2, 2024, she awoke to "loud noises," her "room was shaking, and some dust and debris started falling from the corner where [her] window is" (Tr. 147-48; Pet. Ex. 14A). She ran upstairs and saw "through the hallway the huge demolition and . . . ripping up of huge holes [in the] floorboards" (Tr. 147). Sabin took two photographs depicting large piles of broken concrete and plaster on the fifth floor and broken and removed floorboards on the third floor, such that you can see the floor below (Tr. 148; Pet. Ex. 14A). She described the work as "total destruction of our building and a danger to our safety" (Tr. 149). Sabin texted respondent at 10:43 a.m. to ask what was happening (Pet. Ex. 14A). The following is their text exchange in pertinent part:

[Sabin] Michael you called? The two men making noise and ripping out the floors in 2a were not told to any of us in the building. You continue to not give us any answers. This must be addressed.

[Respondent] Good morning, Yes, I just wanted to let you know that we are taking out some garbage today.

[Sabin] You are ripping out the floors in 2a. This is beginning construction from the notice of [D]epartment of [B]uildings which was not dated to start [being] built [for] over ten days from now. Why are you beginning to rip the floors out of a unit before that date and why do you continue to not inform us about what is happening in the building[?]

(*Id.*). Sabin testified that a worker also tried to enter her unit, to which she told the worker “that was out of hand” and they had no reason to do so (Tr. 148-49).

Sabin testified that because of the work, she had drywall parts and toxic dust all over her unit, affecting her respiratory system for a week (Tr. 150). The workers left debris and garbage throughout the Building, which Sabin later cleaned up (*Id.*). The workers also damaged the walls when bringing large pieces of wood out of the Building (Tr. 151).

Sabin said that the construction work made her “really anxious,” affecting her sleep, gut health, and causing her hair to fall out (Tr. 149). She stated that she has not “been able to live [her] life normally because [she does not] know what’s going to happen next, especially with the terrible communication [she is] having with [respondent] about what is going on” (*Id.*). Sabin was worried “that if someone [was] ripping out floorboards in the room above [hers], . . . [her] ceiling would crash in and [she] would have to vacate [her] apartment because it was unsafe” (Tr. 184).

Dukleth testified that on November 1, 2024, respondent conducted “demolition” in the Building, specifically in units on the third and fifth floors, as well as the area where the kitchen and bathroom were removed on the fourth floors (Tr. 54-56; Pet. Ex. 12). Dukleth described the demolition work as causing “enormous clouds of dust and debris . . . everywhere, seeping into the units . . . just everywhere” (Tr. 56). Dukleth was concerned that the work was “unnecessarily destructive and done without proper supervision” (Tr. 57). The work was conducted without any “tenant protection,” and only after the work was conducted, SRO tenants were offered plastic zip wall covers to cover their unit doors (Tr. 58-59; Pet. Ex. 12 at 24).

On November 1, 2024, Dukleth wrote a text to respondent stating that the ceiling was exposed and an old sprinkler pipe was no longer anchored to the ceiling (Tr. 57; Pet. Ex. 12 at 26).

Dukleth suggested that it would “prudent” to re-anchor the sprinkler extension to the ceiling (Pet. Ex. 12 at 26).

Hall testified that on November 1, 2024, workers demolished ceilings and floors in two units on his floor, including the one next to his unit, and other units in the Building (Tr. 234, 237; Pet. Exs. 13, 13A, 13B). Workers removed “hundreds of pounds of debris” (Tr. 234, 247; Pet. Exs. 12, 13A, 13B). The workers did not install plastic barriers before starting the work to prevent dust from entering other areas and only installed plastic barriers over SRO tenants’ doors after most of the work was complete (Tr. 247). Hall recalled that plastic sheeting was put up over units 4C and 4A on this floor (Tr. 265). Hall had difficulty breathing in his unit and in the hallways and he took a video of himself wearing a contractor’s mask (Tr. 238, 246; Pet. Ex. 13B). Hall did not receive prior notice that there would be demolition work, and he did not understand why respondent would conduct demolition if DOB had found that the Building had structural issues (Tr. 234-35, 248).

Hall testified that respondent “avoided” communicating with him that day and did not answer his calls (Tr. 238, 252). At 2:30 p.m. that day, Hall sent respondent a series of text messages, attaching a photograph of himself wearing a respirator mask, stating in pertinent part:

Why didn’t you tell me any of this was happening today? I practically can’t breathe in my room[.] Clouds of dust have been billowing in the halls since 10 [a.m.] Please call me back[.] My throat is sore and I’m having a hard time breathing, wearing a ventilator from the unknown potentially toxic dust circulating in the building[.]  
If I had advanced warning of this process, I would’ve arranged somewhere else to stay, but your letter only says ‘probing[.]’ I’m looking into hotels that are inexpensive. Do you know how long this will be happening? Again, please call me back or meet me in the hall[.]

(Pet. Ex. 10). At 6:16 p.m. the same day, Hall sent another text message to respondent:

Should I email you an invoice for a hotel? How many days is this going to be?

(*Id.*). On November 5, 2025, at 9:53 a.m., Hall wrote another series of text messages to respondent which state in pertinent part:

Both you and [your brother] said there will be no more demolition or construction, but I hear workers outside my room right now[.] What’s going on?

I came home after leaving for about three days because I got confirmation from Thomas that the floors were mopped. If you know that this is happening today, why don't you have the basic respect to tell me?

All I want to know [is] if this stuff is happening so I can plan to not be here and deal with breathing problems from the dust. What about that doesn't make sense to you? Why can't you just tell me so I can avoid being put into this situation?

(*Id.*). At 2:33 p.m. the same day, respondent responded:

Zach, I am not sure why you believe that we would pay for your hotel. As I have already advised you, we are not doing any demolition or construction. We are performing probing as necessary in order to ascertain the extent of any structural instability issues in the building, and determine how best to address these issues moving forward. To avoid inconveniencing you and the other tenants, we limited probing only to the vacant units. All necessary safety precautions are being employed and there has been no work outside of 9 [a.m.] to 5 [p.m.] I ask again that you stop trying to enter vacant units in the building and harassing the workers, any of our employees and my brother. Also, I would prefer that further communication be by email, not over text.

(*Id.*). Using his girlfriend's phone, Hall called and asked how long he should plan to be away, and respondent replied that he did not care how long Hall was away (Tr. 253). Hall believed work continued after November 1, 2024, in the vacant units and heard work being done in a room on November 5, 2024 (Tr. 265). Hall testified that after the demolition he did not feel safe in his home because there was toxic dust circulating in the Building (Tr. 254-55).

Del Pilar wrote about his observations of the vacant units in his March 19, 2025 investigation report:

The rooming Units inspected showed evidence of construction work with sections of the walls, ceiling, and floors missing and allowed [one to] either look below or above into other rooming units with no evidence of fire-proofing visible and at Room #2A having a painted sprinkler head and doors to rooming units not self-closing.

(Pet. Ex. 23 at 2). He also wrote that “[a]t all stories of the Public hall the stairs and landing appear to have a greater than 45 degrees, [sloping] condition creating a trip hazard for the tenants. . . .”

(*Id.* at 3). He further wrote:

At 2nd Story Apt./Rooming Unit there is evidence of [shoring] from floor to ceiling to create a stable condition – 2nd Story Apt Unit has been gutted and appears to have been combined with the South 1 Room, creating an open floor plan [and] appears to be for a Class “A” Unit with a new shower

body installed with a toilet. Vacant Apt Units inspected showed evidence of exposed electrical wires with exposed wooden joist and beams, creating a situation for a fire hazard and doors not self-closing.

(*Id.* at 8). Del Pilar testified that the exposed electrical wires and wooden joists and beams warranted a C violation for emergency repair, but no violations were issued in connection with his inspection (Tr. 495, 498-99; Pet. Ex. 36). His photographs depict exposed electrical wires and exposed wooden joist beams with plywood placed over it, and exposed ceiling beams (Tr. 505-506; Pet. Ex. 24 at 3, 4, 6, 7, 9, 10, 13). Del Pilar stated he did not test any of the electrical wires to check if they were live (Tr. 552).

Del Pilar testified that the conditions he observed on March 19, 2025, exceeded probes he had seen in other probing projects (Tr. 516). He stated that after probing is done, the flooring should be returned to the original condition and that was not done here (Tr. 516, 520, 528). He observed in vacant rooms on the second, third, and fourth floors that firestopping, plaster, flooring and sections of ceilings were removed and that there was exposed electrical wire (Tr. 518-19). Del Pilar admitted he had limited experience with probing, never spoke to any professional licensed engineers about it, and would not know what proper probing was unless he was accompanied by a professional engineer (Tr. 543).

Sequinot's March 14, 2025 memorandum states that during his March 11, 2025 inspection of the Building, he observed "protective plastic covers generally used during construction in occupied buildings;" however, the SRO tenants told him the covers were installed after the demolition was complete (Pet. Ex. 8 at 3). Sequinot's March 27, 2025 memorandum states that during his March 19, 2025 inspection of the Building, he observed that "the [vacant] units were demolished to the beams" (*Id.* at 8). He testified that the "vacant units were pretty much . . . gutted. Some had more material stuff on the walls than others, but floors were removed, walls removed, some ceilings were removed, so they were primarily gutted" (Tr. 621). The vacant units were mostly gutted and "missing" the walls, ceilings, and floors (Tr. 625). He described unit 2A as having:

[T]he floor gutted to the point where the subfloor was missing and you could see beams; you could actually see to the lower floor. . . . Wooden planks were put across so we were able to walk in the room, but the original floors were no longer there and you could see the bottom of them. . . . The floor was missing, most of the subfloor was missing. . . . There were beams still there, that's why they were able to put the wooden planks that we were able to walk on.

(Tr. 621-22). He observed unit 2B was “vacant [and] partially gutted” (Tr. 622). Petitioner presented 27 photographs Sequinot took on March 19, 2025, of the conditions he observed (Pet. Ex. 11). In unit 4C, the floor and subfloors were removed, planks on top of beams, exposed brick and missing walls (Tr. 634-35; Pet. Ex. 11). There are also photographs depicting a part of the ceiling missing in units 2A and 3A, as well as a photograph of the floor open to the unit below in unit 2A with piping visible (Tr. 636-40; Pet. Ex. 11). There are also photographs depicting the temporary shoring that was installed (Pet. Ex. 11).

Sequinot testified that the conditions he observed in vacant unit 2A were inconsistent with the probing work he had previously seen, which had consisted of smaller openings to place cameras in to assess damage, and then covered up (Tr. 638-39). However, Sequinot also testified that he has no experience with probing in buildings that require similar shoring (Tr. 658). Sequinot was concerned that gutting the walls from the vacant units meant that a fire could spread more quickly (Tr. 641). He was also concerned someone could fall through the open floor (*Id.*).

On March 19, 2025, DOB issued a violation to the Building for “failure to maintain [the] [B]uilding in [a] code-compliant manner,” citing the specific violation conditions as “. . . firestopping removed and exposed electrical wiring in unoccupied rooms at 2nd, 3rd, and 4th floors . . .” and directing respondent to “replace firestopping [and] cover electric” (Pet. Ex. 29). On May 13, 2025, DOB withdrew the violation and stated that no work permit was required for the probing work so long as the probes remain within the limits of RCNY 101-14 (Resp. Ex. G9).

Sztukowski testified that probing is an “opening,” “removal of furnish,” and “exploratory investigation” of a building and is used to expose the structure of a building to conduct a “competent visual inspection” (Tr. 711-13). In determining what part of a building to probe, Sztukowski tries to understand the support structure of a building, including the columns, beams, load bearing walls, joists, and floor framing (Tr. 712). The size of a probe depends on a building’s suspected damage (Tr. 713). The more extensive the suspected damage is, the more extensive the probe would be (*Id.*). If he thought a building might be “compromised,” he would implement a larger probe to “get a better sense of the global condition of the building” (*Id.*). Ceilings and floors were removed in the Building to conduct probing, and the floor of Unit 2A was removed to expose the top of the joists (Tr. 783-85; Pet. Ex. 11). For the probing to be “temporary,” the probed area either needs to be “closed off” or “covered” (Tr. 782). Sztukowski believed that if an area or room was closed off or inaccessible, there is no requirement to cover or reseal an area that was opened

for probing (*Id.*). However, he testified that “you cannot have anyone access the room because . . . it’s [] unsafe . . . [with] no floor . . . [or] subflooring . . . or ceiling” (*Id.*). He recalled that when he inspected the Building the conditions were left unchanged from when the ceilings and floors were removed in various vacant units (Tr. 785-88).

On November 15, 2024, Ng wrote to Sztukowski asking him and respondent to meet with him the following Monday and asked whether arrangements had been made to temporarily relocate SRO tenants during the repairs (Resp. Ex. E1). In their replies, neither Sztukowski nor respondent addressed whether any arrangements had been made to temporarily relocate the tenants, however Sztukowski wrote on November 25, 2024, that “occupant safety is our number one priority and we feel that the upper floors are not safe for the tenants” (Tr. 807; Resp. Ex. E1). The same day, Sztukowski also wrote a letter to Ng referencing a Building visit by him and Ng, stating “[t]he situation is dire: the current condition of the floor framing presents an immediate and severe risk to tenant safety . . .” and “it is imperative that the upper floors be vacated immediately to allow for the necessary repairs” (Resp. Ex. D4).

Sztukowski testified that the SRO tenants would have to “be removed from the [B]uilding” to conduct the repair work and that Ng agreed with his assessment (Tr. 807, 825-26). Sztukowski testified that ultimately the SRO tenants were not relocated for the work to be done (Tr. 808). According to Sztukowski, the shoring temporarily protected the building from collapse (Tr. 845). Sztukowski inspected the Building with Ng after the temporary shoring had been installed sometime in November 2024, at which time Sztukowski believed Ng, an agent of DOB, would have observed the probes (Tr. 718-19, 734-36).

Respondent testified that sometime after the earthquake in April 2024, he hired an engineer to inspect the Building who told him that if respondent did not report the Building’s conditions to DOB, the engineer would have to (Tr. 920). He stated that DOB told him he could be criminally liable if he was aware of certain defects and did not fix them, should the Building collapse (Tr. 921). As of April 23, 2025, the Building had two open DOB violations (Tr. 995; Pet. Ex. 28; Resp. Ex. G11). One is related to the permanent repairs that must be completed but the other is related to the temporary shoring that respondent cannot remove until the permanent repairs have been done (Tr. 995). After petitioner suspended the CONH, the DOB permit that respondent obtained to complete the permanent repairs was also suspended (Tr. 995, 1007-08).

Respondent noted that there were no Building plans available because the Building was built in 1850 (Tr. 1008-09). To “evaluate the [B]uilding,” he obtained DOB approval to “open[] up the ceiling and the floors to expose the beams to understand the condition of the break of the beams and the way [the beams] are situated (Tr. 1008). He hired an engineer, Sztukowski, to oversee the process and limited the openings to the vacant units to minimize disturbing the SRO tenants (Tr. 1008-09). Respondent has never refused DOB’s requests to inspect the Building (Tr. 1016). The Building was issued 17 HPD violations on July 3, 2025 related to conditions in the vacant units (Tr. 849; Pet. Ex. 38).

Respondent was present for both the March 11, and 19, 2025 DOB and HPD inspections (Tr. 1146-47). He was also present for the June 25, 2025 HPD inspection during which he provided access to the vacant units 4A, 4C, and 3A (Tr. 1147). There has not been any change to the vacant rooms since the November 2024 probing work (Tr. 1147-48). Respondent testified that the probed areas were not restored to their original conditions because he is required by DOB to monitor the open areas, and the DOB issued violations to the Building in error (Tr. 1148-49).

Respondent offered no evidence to show what, if any, temporary relocation he offered. He testified that he offered temporary relocation to the SRO tenants, but his proposal was rejected (Tr. 1150). He further stated he considered multiple options with DOB to conduct the work (Tr. 1150-51). He testified that he does not know if his attorney offered to permanently relocate the SRO tenants (Tr. 1153-54). Respondent presented emails to show that he could not provide alternative housing to the SRO tenants despite DOB’s concerns. On March 24, 2025, Sarah Desmond, the Executive Director of the DOB Office of the Tenant Advocate wrote an email stating in part:

Depending on the scope and sequencing of the planned work, it may require temporary relocation of the tenants in occupancy. If it requires temporary relocation, you will need to work this out with the tenants and their representatives in advance. Any tenant relocation should be handled/negotiated directly with the affected parties.

(Resp. Ex. E2). On March 25, 2025, respondent’s attorney replied by email to Desmond, stating in part:

We completely understand your position and I am actually scheduled to speak with the tenants’ attorney next week about their willingness to temporarily relocate so that my client can perform the structural work necessary to make the building safe. Unfortunately, my client does not have any alternative housing to offer the tenants.

(*Id.*).

While respondent disputed that he caused demolition to be performed without a permit, arguing that the work was exploratory probing and did not require a permit, photographs and video footage of the resulting conditions depict ceilings and floors removed in large part from vacant units and common spaces, strongly indicating that the construction work exceeded exploratory probing (Pet. Exs. 12, 13, 13B). Credible testimony from Sabin, Dukleth, Hall, Del Pilar, and Sequinot further corroborate this. Even if I credited respondent's claim, which I do not, that the work was merely exploratory probing that did not require a permit, the credible evidence showed that because of work performed at respondent's direction in October and November 2024, dust and debris entered the Building's public areas and the lawful occupants' units (Dukleth: Tr. 56-59; Sabin: Tr. 147-151; Hall: Tr. 234-38, 246-48, 253-55, 265; Pet. Exs. 8, 10, 12, 13, 13A, 13B, 14A, 21, 22, 23), and respondent failed to take any steps to prevent this. Plastic sheeting or zip-walls were not installed over occupied units until the conclusion of the work, and there is no evidence, even if those steps were taken in advance, they would have protected the occupants. Respondent failed to rebut petitioner's evidence that respondent failed to provide proper notice of the extent of the work to the SRO tenants. The Building Code requires that

When construction or demolition activity occurs in an occupied building, barricades, signs, drop cloths, and other protective means shall be installed and maintained as necessary to provide reasonable protection for the occupants against hazard and nuisance.

Admin. Code § BC 3303.10 (Lexis 2026). Petitioner demonstrated by a preponderance of the credible evidence that respondent conducted construction or demolition work without necessary protection that caused dust and debris to penetrate public areas and the lawful occupants' units which affected their safety and air quality. *Cf. Dep't of Housing Preservation & Development v. Scharf*, OATH Index No. 2062/07 at 30-32 (Mar. 31, 2008) (dismissing allegation of harassment where there was "ample evidence in the record" that owner installed plywood barriers and hung sheets from the ceiling to keep the work zones and inhabited areas separate and there was evidence of owners' outreach efforts to provide notice of construction). This falls into the statutory definition of harassment and respondent failed to rebut the presumption that the construction work and lack of necessary protection was intended to harass the SRO tenants.

Additionally, given respondent's prior correspondence with Hall and the Building's conditions, I find it is more likely than not that respondent told Hall that "I don't care if you stay

out a year.” This comment further reflects respondent’s general disregard for the SRO tenants’ safety and living conditions.

In response to petitioner’s allegation that in the course of the construction work respondent removed fire-retardant material creating a fire hazard affecting occupants’ safety, respondent presented DOB’s May 13, 2025 request to withdraw two violations it had issued for “work without a permit” and “failure to maintain the Building in a code compliant manner” (Resp. Ex. G9). It states that the violations “were not warranted because the ceilings in the subject pre-1968 BC, Class B converted dwelling’s 2nd through 5th floor have no fire rating requirement [and] . . . no work permit was required for the probes of the non-fire-rated assemblies, as long as the probes remained within the limits of RCNY 101-14” (*Id.*). Petitioner maintains that DOB withdrew the violations after respondent misled DOB to believe that it had restored the affected areas to their conditions per the requirements of RCNY 101-14 (Pet. Br. at 12-13). Respondent maintains it was not required to restore the affected areas because the affected areas were in vacant rooms (Resp. Br. at 14-15; Resp. Ex. F6). On this record, there is insufficient evidence to determine whether respondent wrongfully removed fire-retardant material creating a safety hazard. Petitioner also did not rebut Sztukowski and respondent’s testimony that there was no requirement to restore probed areas to their original conditions because those areas are vacant and closed off, which was supported by DOB’s withdrawal of the violation directing respondent to replace firestopping and cover electrical in those areas.

As such, these charges are sustained in part.

**(e) Failure to provide janitorial services**

Petitioner presented credible evidence that respondent harassed the SRO tenants by failing to provide janitorial services for the Building. Sabin testified that when she first moved in, the Building had a janitor named Ping who kept the Building clean, fixed tiles, swept, changed batteries in smoke detectors, replaced lightbulbs, and cleaned toilets (Tr. 188-89). After respondent purchased the Building there has been no janitor (Tr. 133, 194). Sabin cleans the second-floor toilet, the shower, sink, windows, and hallways, purchasing the cleaning supplies herself (Tr. 129-30, 133-34). Other SRO tenants also clean (Tr. 133-34). Sabin testified that the toilets regularly flood, are fixed temporarily, but have recurring issues, and respondent is not always responsive (Tr. 196).

Sabin also testified that respondent occasionally apologized to her for the Building's conditions, telling her that "a woman like [her] should [not] be living in a building like this," and suggested that she look into housing lotteries (Tr. 136, 168, 181). Sabin testified that she does not want to move from the Building but wants to live in safe housing kept clean by a janitor (Tr. 136).

Beckwith testified that the Building did not have a superintendent or janitor (Tr. 324). Chlapek also testified that the Building does not have a superintendent or janitor, and the tenants clean the shared areas and provide supplies (Tr. 383). Chlapek stated that he uses the toilet on the second floor, and, with Sabin, cleans it and buys supplies for it (*Id.*).

Respondent admitted that the Building does not have a superintendent (Tr. 1120). He said that he recently hired a janitor, and previously hired cleaning people to clean the Building, including the bathrooms, at least once a week (Tr. 1120-22). Respondent did not offer any evidence to corroborate his testimony that he hired cleaning people to clean the Building. He stated that he did not know that he was required to provide a superintendent and instead he personally performed many of the superintendent duties since he is there most days, and was quick to respond, even though he does not live in the Building (Tr. 1121, 1123).

Respondent also argued that the prior owner did not employ a superintendent or janitor to clean and maintain the Building (Tr. 863-64).<sup>3</sup>

The Administrative Code provides that the owner of a dwelling "shall maintain the public parts in a clean and sanitary condition." Admin. Code § 27-2011. It further requires that an owner of a dwelling of nine or more units provide a janitor or janitorial services on a twenty-four-hour-a-day basis. Admin. Code § 27-2054. Because the Building contains 13 dwelling units, respondent was responsible for providing a janitor or janitorial services (Resp. Ex. B3). Respondent's defense that he performs many of the superintendent's duties himself does not suffice as he is not a resident owner, as defined by the Code. Admin. Code § 27-2054.

Multiple Dwelling Law provides that "[t]he owner of every multiple dwelling or part thereof shall thoroughly cleanse and keep clean at all times . . . every public or service part thereof, including every room, passage, stair, floor, window, door, wall, ceiling, water-closet or toilet compartment, cesspool, drain, hall and cellar in such public or service part." Mult. Dwell. Law §

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<sup>3</sup> Respondent presented an affidavit from the prior Building owner stating that the Building did not have a janitor before; however, I gave the affidavit limited weight because respondent did not make the witness available at trial (Resp. Ex. U). Furthermore, whether the prior owner provided janitorial services is not relevant to the inquiry.

80(2) (Lexis 2026). Section 248 of the Multiple Dwelling Law incorporates by reference this cleanliness standard, stating “the owner shall maintain the dwelling in conformity with section eighty relating to cleanliness.” Mult. Dwell. Law § 248(14) (Lexis 2026).

Sabin, Beckwith, and Chlapek credibly and consistently testified that the Building did not have a janitor or superintendent and Sabin and Chlapek credibly testified that the SRO tenants clean and provide cleaning supplies for the Building’s public areas themselves. There were also photographs taken by HPD inspector Sequinot depicting the dirty and unkept nature of the Building’s bathrooms and public areas (Pet. Ex. 9). Moreover, respondent admitted that until recently the Building did not have a janitor or superintendent. Based on the credible evidence, I find that respondent harassed the SRO tenants by failing to provide a superintendent or janitorial services at the Building and by failing to keep the shared bathrooms clean. *Kaplan*, OATH 1246/19 at 21-23 (owner’s failure to keep community bathrooms clean interfered with tenants’ ability to use bathrooms); *Dep’t of Housing Preservation & Development v. Goldsmith*, OATH Index No. 2118/12 at 25 (Aug. 27, 2013) (owner’s failure to keep community bathrooms clean constituted harassment).

This charge is sustained.

**(f) Sending a legal occupant notice of a non-primary residence claim to multiple addresses**

Petitioner failed to prove that respondent harassed an SRO tenant by commencing a legal action and serving that tenant at multiple addresses. In January 2025, Beckwith received a notice stating that petitioner elected to terminate his tenancy on the basis that it was not his primary residence and asking him to vacate his unit by March 31, 2025 (Tr. 323; Pet. Ex. 16). On April 4, 2025, petitioner filed a Holdover Petition in New York City Housing Court alleging that Beckwith’s unit was not his primary residence, and he should be evicted from the Building (Tr. 323; Pet. Ex. 16). Respondent also filed on April 4, 2025, a Notice of Intention to Discontinue a Hotel Tenancy and to Commence an Action or Proceeding Based on Non-Primary Residence (“Notice of Intention”) that alleged that Beckwith’s primary residence was The Towers, a residential hall on the campus of the college where Beckwith teaches (Pet. Ex. 16 at 6). It states that “[u]pon information and belief, Tenant primarily resides at the Towers . . . and was provided with faculty housing [there]” (*Id.*). The Notice of Intention further stated that respondent’s agents

and security cameras observed Beckwith visiting the Building once or twice a month and that he receives mail for his wife at the Building (Tr. 325-26; Pet. Ex. 16 at 6).

Beckwith testified that his unit in the Building has been his primary home since 1992, and he has not sublet his unit in the past year (Tr. 326). Beckwith disputed that his visits to the Building only lasted approximately 15 minutes, stating that he “clean[s], . . . watch[es] tv, . . . read[s], . . . work[s] from home there, . . . visit[s] with friends, [and] . . . stay[s] over” (*Id.*). He denied that he resided at the Towers, stating that he has never been inside those premises (Tr. 325, 327).

Beckwith testified that the notice made him feel anxious, unhappy and upset (Tr. 324). Respondent also sent the Holdover Petition to Beckwith’s mother’s address, which is not Beckwith’s primary residence (Tr. 327). He further testified that when his mother received the Holdover Petition, it made her upset and unhappy too (*Id.*). Respondent also sent the Holdover Petition to Beckwith’s office and his employer’s lawyer, which Beckwith worried poorly reflected upon him and which he found upsetting (Tr. 327-28). Beckwith believed that respondent sent the Holdover Petition to these multiple addresses to harass him, but he admitted he is not familiar with the legal requirements for service of this document (Tr. 356). He is married but he does not live with his wife, who lives in Brooklyn, and they own property together in Pennsylvania (Tr. 358-59). Petitioner did not elicit any testimony from the other SRO tenants regarding Beckwith’s residency.

Respondent testified that he works at the Building “almost seven days a week” from 7 or 8 a.m. until 9 or 10 p.m. and he sees most of the SRO tenants regularly but sees Beckwith infrequently, only once or twice a month (Tr. 875-76). Respondent also has cameras in the Building and watches the footage from screens in his office (Tr. 876). When he does see Beckwith at the Building, he only sees Beckwith pick up the mail and does not see him go upstairs (*Id.*). Respondent initiated the litigation based on his observations that Beckwith is rarely at the Building, only sometimes comes to pick up his mail, has only slept at the Building two or three times, and owns a house with his wife in Pennsylvania (Tr. 875-76, 882; Resp. Exs. L8, L10, L11). Respondent also presented an affidavit from his employee stating that he only saw Beckwith at the Building once or twice a month; however, since the employee was not made available for cross examination and his credibility could not be assessed, I gave the affidavit limited weight (Resp. Exs. L5, L6).

This tribunal has held that prosecution of a proceeding that is brought with knowledge that it is “without legal foundation” constitutes harassment under section 27-2093(a)(4) of the Administrative Code. *Goldsmith*, OATH 2118/12 at 27-28. I considered petitioner’s argument that respondent lacked a reasonable basis for alleging in the Notice of Intention that Beckwith resided in the Towers, that respondent did not present any evidence at trial that would support that allegation, and that it was a baseless claim (Pet. Br. at 17-19). I further considered that respondent’s ground for seeking the removal of Beckwith in its Notice of Intent may lack the facts necessary to establish the existence of that ground per the requirements of section 2524.2 of the Rent Stabilization Code, and the fact that the Housing Court proceeding may ultimately fail for that or other reasons. 9 NYCRR § 2524.2 (Lexis 2026).

Nonetheless, on this record, petitioner failed to prove that respondent brought the proceeding against Beckwith knowing he did not have a legal foundation to do so, which is the standard here. *See Kaplan*, OATH Index No. 1246/19 at 17 (finding that lawsuits did not rise to the level of harassment where lawsuits had a legal foundation); *see also Dep’t of Housing Preservation & Development v. Bernardi*, OATH Index No. 416/09 at 32-33 (Mar. 19, 2009) (finding no harassment where court action filed by owner sought rent amount that was still a matter of legal dispute). Respondent’s testimony that he is at the Building for several hours each day seven days a week, and that he had not observed Beckwith residing at the premises and only saw him visit the Building on occasion, presented a reasonable basis for his belief that the Building was not Beckwith’s primary residence. Accordingly, there was a legal foundation to bring the lawsuit. I also considered that none of petitioner’s other witnesses corroborated Beckwith’s testimony regarding his primary residence. While I credited Beckwith’s testimony that respondent’s act of sending copies of the Holdover Petition to Beckwith’s mother, employer, and other addressees he believed were associated with Beckwith caused Beckwith to become upset and anxious, petitioner failed to prove that the lawsuit was baseless or that service at alternative locations was improper.

Thus, this charge is not sustained.

**(g) and (h) Filing a non-payment court action against a lawful occupant after refusing to accept her rent payments and offering assistance to apply for housing lotteries**

Petitioner presented credible evidence that respondent harassed an SRO tenant by bringing a frivolous proceeding against her after refusing to accept her rent. When Sabin first moved into the Building, she paid rent to the prior owner of the first-floor bar, the Jim-Giles Corporation, via a person named Joe (Tr. 157). She initially paid the prior owner \$500 per month but obtained the rent history and learned she was overpaying (Tr. 159-60). Sabin currently pays \$155.56 per month in rent (Tr. 136, 164; Pet. Ex. 18). After respondent purchased the Building, Sabin told him that she believed she had been overpaying her rent amount (Tr. 165). Sabin testified that respondent refused to accept rent from her starting in July 2021 (Tr. 136). Sabin testified that respondent on occasion apologized to her regarding the Building's conditions (*Id.*). As noted, he told her that "a woman like [her] should [not] be living in a building like this," and he also asked her more than three times if she had applied to a housing lottery and offered his assistance to help her find alternative housing (Tr. 136, 168, 181). Sabin testified that the second time she tried to pay rent, respondent asked if she would instead like to learn about housing lotteries and they made an appointment in his office some time in 2023 (Tr. 136-37). On July 5, 2022, Sabin texted respondent asking if she could bring him July's rent, to which respondent replied, "Yes let's talk later" (Resp. Ex. K4 at 3-4).

On August 5, 2022, after text messages regarding an exterminator's visit for bedbugs, respondent sent Sabin a text message stating, in pertinent part: "Dear Judy, this is a link to the housing connect web site. Please register and see the Buildings that you might like to apply for. . . . There are some hot buildings like Lyra at 555 West 38 street" (*Id.* at 6). On December 26, 2022, Sabin texted respondent to ask for an update as to when the heat would be turned on in the Building and expressed her concern about using space heaters and fire hazards (*Id.* at 7). Two weeks later, Sabin texted respondent stating in pertinent part:

[Sabin] . . . I just wanted to put it out there that if there are any Rent Lottery Units in the East Village or downtown or if you can get some kind of update on the construction of the Domino Sugar factory. I am still interested in moving if the location and price fits my current financial needs.

(*Id.*). The same day, respondent replied, “Let’s set up a meeting with you and our affordable housing manager sometime next week and he will guide you through the process. . . .” (*Id.* at 8).

On March 28, 2023, respondent texted Sabin to discuss housing lotteries. They exchanged messages about meeting to discuss a housing lottery and apartments in the former Domino Sugar factory (*Id.*).

On April 30, 2023, respondent texted Sabin to tell her the boiler was broken but he was “working on fixing it” (*Id.* at 9). Sabin replied, “There has been no heating [in] the building all winter. Now the boiler is broken and there is no hot water?” (*Id.*). Sabin confirmed by text with respondent that she had access to hot water in the Building again on May 3, 2023 (*Id.* at 10-11).

On August 30, 2023, Sabin sent respondent a screenshot from NYC Housing Connect and the two exchanged text messages:

[Sabin] Hey [respondent]. I was wondering if you would be able to help me apply for this housing connect lottery. I’m interested in the two bedroom apartments for \$598 [per month]. If I get accepted I would like to move there.

[Respondent]: Hello Judy, It is nice to hear from you. Sure, we will help you to apply though the housing connect.

(*Id.* at 14).

On a date unknown, Sabin texted respondent attaching a photograph of a yellow DOB notice on a door and writing that she was concerned because the letter indicated that immediate repairs needed to be performed on the staircase and she would not have anywhere to go if the Building needed to be vacated (*Id.* at 20). She also asked to be kept up to date (*Id.*).

Sabin texted respondent next August 19, 2024, and they discussed housing lotteries and vouchers (*Id.*). On August 20, 2024, respondent replied, “I will call you back in 50 minutes” (*Id.*).

Sabin testified that her text messages to respondent regarding housing lotteries were in response to respondent’s initial suggestion that she apply to a housing lottery and respondent “insisted” that she apply every time she had a complaint related to the Building, including bed bugs, heat, and toilet issues (Tr. 180-81, 191). Initially she thought respondent “sounded really nice,” and she knew he had helped another tenant find better housing (Tr. 181). She said that the Building’s poor conditions, such as “lack of heat, . . . no access to trash, [and] . . . no janitor,” influenced her decision to apply for “interesting housing lotteries,” and she “applied to as many as possible (*Id.*). She also asked respondent for help finding vouchers to help her pay her back rent

(Tr. 181-82). Sabin does not want to move from the Building, but she wants to live in safe housing that is kept clean by a janitor (Tr. 136). Sabin said respondent directed her to the housing lotteries but did not actually help her find different accommodation (Tr. 191).

In August 2023, Sabin asked respondent for her rent arrears which she needed to apply for food stamps, but respondent told Sabin that he still did not know what her legal rent is even though he registered her with the Department of Housing and Community Renewal (“DHCR”) in July 2023 (Tr. 137; Pet. Ex. 18 at 6). Sabin initially testified that respondent did not explain to her why he would not accept her rent but she later testified that he told her that he was not sure how much each tenant was supposed to be paying, and could not accept her rent for legal reasons, but he was not worried about the SRO tenants paying rent (Tr. 137, 165-66). Sabin gave respondent a copy of the DHCR rent history for her unit, but he continued to refuse Sabin’s attempts to pay rent (Tr. 138). Sabin testified that she obtained DHCR rent histories in 2021 and 2025, and her rent had not been registered in 2021 (Tr. 168).

Sabin testified that respondent never asked her to pay rent from March to December 2024 (Tr. 138, 167). Then on Christmas 2024, Sabin was served with a 14-day notice rent demand and when she reached out to respondent to dispute the amount, he asked her not to contact him for legal reasons (Tr. 166; Pet. Ex. 15 at 7). On January 24, 2025, Sabin was served with a Notice of Petition for non-payment of rent in the amount of \$6,533.52, plus interest from July 1, 2021 (Tr. 138; Pet. Ex. 15 at 2). The notice stated that respondent sought to evict Sabin if she did not pay the amount owed (Pet. Ex. 15 at 2). Sabin sent a letter to respondent’s lawyers and was able to secure a loan from a city agency to pay respondent the rent she owed (Tr. 140, 166-67). Sabin testified that given that she has been a good tenant who keeps the Building clean and offered to pay rent, she did not think it was fair for respondent to try to evict her, or that she now has this incident on her record (Tr. 140).

Respondent testified that after purchasing the Building, he was advised by his attorneys not to accept rent from SRO tenants unless he knew the exact amount owed and since Sabin was not on the DHCR registration for the Building, he refused her offer to pay rent at a rate of \$500 per month for ten months upfront (Tr. 915-16). He stated that once he registered Sabin’s unit with DHCR, respondent communicated to Sabin that she would need to start paying, but no official demand was made because Sabin needed more time and “[t]here was a mutual understanding . . . that [Sabin is] going to start paying her rent” (Tr. 1098-99). Respondent sued Sabin for non-

payment of rent in January 2025 after sending her a rent demand in December 2024 (Tr. 1101; Pet. Ex. 15).

Respondent denied that he initiated conversations with Sabin encouraging her to apply for a housing voucher or lottery and relocate and maintained that Sabin approached him initially (Tr. 1091). He testified that Sabin complained to him that another tenant with whom she had a prior romantic relationship was harassing her, and that she had filed a complaint with the police against him (Tr. 903-04; Resp. Ex. K5). Sabin approached respondent in 2022 and asked for assistance applying to a housing lottery or for a voucher, and that she believed a police report could assist her to speed up the process (Tr. 903, 1077). Respondent arranged for Sabin to meet with someone knowledgeable about the housing lottery application process (Tr. 906, 1079). Respondent's company acts as a marketing agent and an intermediary between real estate developers and HPD (Tr. 1022). Sabin was specifically interested in the Domino Sugar factory building in Williamsburg (Tr. 906). Ultimately, respondent was unable to assist Sabin because the developer of the Domino Sugar factory building is not one of his clients and he is not able to place someone into a specific housing lottery (Tr. 907).

Petitioner argued that respondent's refusal to accept Sabin's rent and attempt to evict her, coupled with the Building's poor conditions and repeated offers to help her apply for housing lotteries constituted harassment (Pet. Br. at 19-22). Respondent argued that Sabin initiated the conversation regarding housing lotteries and that he was advised by counsel from accepting rent from Sabin prior to registering her with DHCR because he did not know her legal rent and he would be subject to interest and damages for any overcharged rent (Resp. Br. at 19-20).

Respondent did not deny that he refused Sabin's offer to pay her rent for ten months and that he later sued her for non-payment of rent after she accumulated rent arrears. He also testified that he and Sabin had a "mutual understanding" that she would pay rent but presented no evidence that he made a rent request that Sabin refused to pay after he registered Sabin's unit with DHCR in July 2023. Respondent's explanation as to why he could not accept Sabin's offer to pay rent does not explain why he then brought a legal proceeding to evict Sabin for non-payment of rent. *See, e.g., Janes v. Paddell*, 132 N.Y.S. 379, 384 (App. Term 1911) ("... a landlord cannot be permitted to refuse rent from the tenant and then dispossess the tenant for the non-payment of the rent"). Respondent's refusal to accept Sabin's rent and then commencement of a baseless legal proceeding against her constitutes harassment under the statute. *Goldsmith*, OATH. 2118/12 at

27-28 (prosecution of a legal proceeding that is brought with knowledge that it is without legal foundation constitutes harassment).

I credited Sabin's testimony that respondent initiated the conversation regarding housing lotteries with her, which was corroborated by respondent's initial August 15, 2022 text message to Sabin, and that he told Sabin that a woman like her should not live in a Building with such conditions. Dukleth and Hall also testified that respondent initiated conversations with them regarding alternative housing or housing lotteries (Dukleth: Tr. 59-60, 90; Hall: Tr. 223-24). However, the majority of the texts occurred before March 24, 2024, prior to the CONH being granted, and therefore are not relevant to a finding of harassment. Petitioner also did not establish when respondent allegedly told Sabin that a woman like her should not live in a Building with such conditions.

As such, these charges are sustained in part.

**(i) Failure to provide access to garbage disposal**

Petitioner failed to prove that respondent harassed the SRO tenants by not providing access to garbage disposal. Sabin testified that before respondent bought the Building, there was a huge dumpster in the alleyway that the SRO tenants could access "24/7" (Tr. 135, 205-06). Currently, there is only one trashcan that the SRO tenants share with respondent's office in the courtyard that they access through a latched gate that is locked at 11 p.m. or midnight and is often very full (Tr. 134, 208, 211). Sabin tried to get a key from respondent to access the courtyard where the trash can is kept but has been unsuccessful (Tr. 134-35). Sometimes Sabin walks her household trash to the public trash can on the street corner (Tr. 212).

During his two inspections in March 2025, Sequinot observed a small trash can in an alleyway, but not a dumpster (Tr. 623). However, a photograph that Sequinot took on March 11, 2025, depicts multiple garbage receptacles in the courtyard (Pet. Ex. 11A). Sequinot further observed that to access the courtyard, one would have to put their arm over a gate and through the bars and lift a handle to open the gate (Tr. 623). Del Pilar presented a photograph taken from inside the courtyard looking outside to the street and testified that he observed a push bar on the inside of the gate but not on the gate's exterior (Tr. 485; Pet. Ex. 22).

Respondent testified that Sabin had never complained to him about accessing the garbage bins (Tr. 910). Respondent presented a video dated April 30, 2025, of the courtyard beside the

Building taken from his security camera (Tr. 910-11; Resp. Ex. K6). The video shows a gate and a door on the side of the Building during the daytime (Resp. Ex. K6). Respondent testified that he gave a key to the courtyard door to Sabin, Hall, Chlapek and Dukleth (Tr. 912-13, 1107-08). The video shows Sabin placing her hand through the grating of the gate to the courtyard, opening the gate, putting a white bag in an open garbage bin that appears to be halfway full, closing the garbage bin, and then exiting the courtyard and closing the gate (Tr. 913-14; Resp. Ex. K6). In addition to the bin where Sabin put her garbage, there are two other large garbage receptacles in the courtyard (Resp. Ex. K6). A photograph taken on March 11, 2025, depicts multiple garbage receptacles in the courtyard (Pet. Ex. 11A).

I credited Sabin's testimony that she did not have a key to access the courtyard. Nonetheless, the video evidence showed that Sabin did not appear to have any difficulty accessing the courtyard to dispose of her garbage on April 30, 2025, and a photograph taken on March 11, 2025, showed that there were multiple garbage receptacles in the courtyard (Pet. Ex.11A; Resp. Ex. K6).

Thus, this charge is not sustained.

**(j) Failure to provide a lawful occupant with a Building key**

Petitioner proved that respondent harassed an SRO tenant by not providing him with a key during the time period of November 18, 2024, to February 28, 2025, and from March 2025 until April 7, 2025 (Tr. 979). Chlapek testified that he lost his Building key in late 2024 and was without a key from December 2024 until April 2025 (Tr. 383-84). The Building key had "a special code" and could not easily be duplicated (Tr. 384). To enter the Building, Chlapek would either call Dukleth to let him in or "climb the fire escape and the ladder onto the roof and climb through [his] window" (Tr. 385).

Chlapek sent respondent a series of text messages stating he lost the key to the Building's door and could not enter the Building (Pet. Ex. 37). On November 18, 2024, he wrote that he could not reach Dukleth to open the Building's door (*Id.* at 4). On January 3, 2025, he wrote that he lost his key to the Building's front door (*Id.* at 5). Then on February 4, 2025, he wrote a text message stating: "Hey I asked for key in summer time still no key[.] Need Key ASAP" (*Id.* at 6).

On February 28, 2025, after returning home early in the morning "a little tipsy," Chlapek wrote respondent a message that stating that he "really [did not] want to be climbing ladders [at 3

a.m.] [d]runk” (Tr. 386-87; Pet. Ex. 37 at 8). Later that day, respondent gave Chlapek a key to the Building, which Chlapek acknowledged receiving in a text message, but when he went to use it in respondent’s presence, the key broke in the lock (Dukleth: Tr. 75; Chlapek: 387, 390; Pet. Exs. 35, 37). Respondent told him he purposely broke the key (Tr. 388). Chlapek sent a text message to respondent again on April 7, 2025, acknowledging receipt of a key (Pet. Ex. 37 at 10).

Chlapek stated that two or three weeks prior to his testimony he misplaced his key and used the ladder to climb the side of the Building to get to his room but later found his key (Tr. 444-48; Resp. Ex. J7). He admitted that respondent asked him not to go to the Building’s roof (Tr. 448-49).

Dukleth testified that after Chlapek lost his key to the front door of the Building, Dukleth would provide Chlapek with access (Tr. 65). Chlapek told Dukleth that when Dukleth was not available to let him in, Chlapek would climb to the roof to gain access (Tr. 73). Chlapek forced his way into the Building on June 2, 2024 (Tr. 65). Chlapek broke the doorframe which he later repaired (Tr. 76-77). After that, respondent told the SRO tenants that keys would be available on a Friday from 3:00 p.m. to 5:00 p.m. (Tr. 66).

Respondent told Dukleth that the keys were copy protected and there was a limited supply (Tr. 73). Dukleth recalled that Chlapek offered to get a quote from a locksmith to replace the lock, but respondent did not respond to the offer (Tr. 120-21).

According to Sequinot’s May 27, 2025 memorandum, Chlapek told Sequinot on May 1, 2025, that he had lost his key to the Building, requested a new one multiple times, but was not given a replacement (Pet. Ex. 8A). He relied on Mr. Dukleth to open the front door when he was available, and when Dukleth was not available, he climbed a ladder along the Building and crawled into his window (*Id.*). After texting respondent telling him that he had climbed into the Building this way while intoxicated, respondent gave Chlapek a key that later broke (*Id.*). Chlapek eventually received a replacement key (*Id.*).

Respondent testified that he does not believe that Chlapek does not have a key to the Building. When Chlapek told him he lost his key, respondent saw Chlapek enter the Building with his girlfriend, who has a key and lives with him (Tr. 930-31, 935). Chlapek “all the time” carries his key on a wrench “in his hands” which makes it visible from a distance (Tr. 934-35). In addition to seeing Chlapek climb to the roof to get into his unit, respondent has also seen him go to the roof to smoke cigarettes (Tr. 936). Respondent has also observed Chlapek bring other people into the

Building and respondent was concerned that if he gave Chlapek an additional key he would give it to the people he brought into the Building to facilitate criminal activities (Tr. 938-41). He has seen on the Building's security cameras that Chlapek's visitors enter the Building and he believes Chlapek wants extra keys to give to his visitors (Tr. 991).

Respondent further testified that Chlapek has asked him for a replacement key multiple times in 2023, 2024, and 2025, but respondent saw that he was able to enter the Building with a key (Tr. 988-89). He gave Chlapek replacement keys three or four times (Tr. 989). Respondent has an order of protection against Chlapek (Tr. 946). Respondent admitted that he asked Chlapek to help around the Building, including with shoring, even though he claimed Chlapek was dangerous and unpredictable (Tr. 1131-35). Respondent explained that Chlapek is "okay" when he is sober (Tr. 1136). Respondent also presented videos from the Building's security system, that purportedly depicted Chlapek with a Building key; however, given that the videos are dated August 17 and August 29, 2024, and outside of the time period, I found them to be not relevant (Resp. Exs. J20, J21).

I credited Dukleth's testimony that he provided Chlapek access to the Building after he lost his key, and that when Dukleth was not available to do so, Chlapek would climb to the roof to enter the Building. Dukleth corroborated Chlapek's testimony and statement to Sequinot that he did not have a key to the building front entrance, and that he used the Building's fire escape to climb to the roof to access the Building. Chlapek's multiple text messages to respondent requesting a replacement key, as well as messages acknowledging receipt of keys on February 28 and April 7, 2025, support petitioner's allegation that respondent failed to provide Chlapek with a replacement key to the Building's front entrance and prohibited him from accessing his residence. I found respondent's testimony that he saw Chlapek enter the Building using a key after Chlapek claimed to have lost his key to be self-serving and not credible. I also found respondent's testimony that Chlapek requested a replacement key to give it to his friends to facilitate criminal activity in the Building insufficient to justify his preventing Chlapek access to the Building. Denying Chlapek access to the Building from November 18, 2024, to February 28, 2025, and from March 2025 until April 7, 2025, constitutes harassment. *See Dep't of Housing Preservation & Development v. Edelstein*, OATH Index No. 490/12 at 4 (Dec. 7, 2012) (finding harassment where owner locked a lawful occupant out of her room); *Bernardi*, OATH 416/09 at 13 (finding harassment where owner refused a lawful occupant entry to his room on two occasions).

As such, this charge is sustained.

**(k) and (l) False or misleading statements**

Petitioner charged respondent with making false or misleading statements in connection with the CONH application, received by HPD on August 16, 2023 (Pet. Ex. 4) and a DOB application, received by DOB on April 29, 2025 (Pet. Exs. 25, 25A, 25B), constituting harassment under the Administrative Code. Admin. Code § 27-2004(a)(48)(a-2). Specifically, petitioner alleged that respondent falsely stated in the CONH application that he filed for a permit with DOB and he attached architectural plans filed with DOB proposing installation of sanitary facilities on the fourth floor (Pet. Br. at 25-26). Petitioner further alleged that respondent falsely stated in a DOB application that shared facilities existed on the third and fourth floors when in fact he had removed them, and that there were four occupied SRO units in the Building and not six (Pet. Br. at 26). Respondent denied the charges (Resp. Br. at 23-26). Section 27-2004 (a)(48)(a-2), provides that

“[H]arassment” shall mean 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 . . . making a false statement or misrepresentation as to a material fact regarding the current occupancy . . . on any application or construction documents for a permit for work which is to be performed in the building . . .

Admin. Code § 27-2004(a)(48)(a-2). On the record before me, petitioner failed to provide any evidence that any alleged misrepresentation caused or was intended to cause an SRO tenant to vacate or surrender or waive rights in connection with their occupancy or that any alleged misrepresentation was material. Petitioner also failed to show that any alleged false statement made in the CONH occurred during the inquiry period.

As such, these charges are not sustained.

**(m) Other acts or omissions**

Having found harassment on other charges above, it is unnecessary to consider this charge.

**Substantial Work**

Petitioner proved by a preponderance of the credible evidence that harassment of the SRO tenants occurred with respect to most of the charges. In addition to a finding that harassment

occurred, rescission of a CONH requires petitioner to demonstrate that substantial work on the premises had not yet commenced at the time the harassment took place. Admin. Code § 27-2093(f)(1). The commencement of substantial work is defined in the Rules of the City of New York as:

(i) if the alterations and/or demolition work for which a certification or waiver was granted is financed by a recorded building loan contract, the date upon which a lender has advanced funds in an amount that is not less than 50% of the total amount of such building loan contract and actual construction work has commenced at the property using such funds, or (ii) if the alterations and/or demolition work for which a certification or waiver was granted is not financed by a building loan contract, the actual performance and payment of not less than 50% of the total cost of such alteration and/or demolition work.

28 RCNY § 10-01.<sup>4</sup> The rule's language indicates that the substantial work element of section 27-2093(f)(1) strictly concerns the work for which the CONH at issue was granted. Any additional construction work undertaken by respondent following the issuance of the certificate should therefore not be considered in evaluating whether substantial work has commenced. *See Dep't of Housing Preservation & Development v. 331 West 22nd Street LLC*, OATH Index No. 912/06 at 37 (Dec. 29, 2006) (“[T]he phrase ‘alterations or demolition’ is modified by the phrase ‘for which a certification of no harassment or waiver was granted’; thus, the measure is of 50% of whatever work was expected to be completed under the CONH.”).<sup>5</sup>

Neither party put forward any legal arguments or evidence regarding “substantial work” at the Building. As previously discussed, respondent applied for and was granted the CONH to “perform minor interior renovations, including partition work, in the vacant unit on the fourth (4th) floor” of the building (Pet. Exs. 4, 5). Attached to the application were architectural plans for a new kitchen and bathroom (Pet. Ex. 4; Tr. 584). The parties did not dispute that respondent, in procuring the CONH, indicated an intention to restore the fourth-floor facilities that had been removed (Resp. Br. at 10; Pet. Br. at 3).

Respondent does not claim that any work has been done to install a kitchen or bathroom on the fourth floor since the certificate was granted. In fact, respondent points to the April 2024

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<sup>4</sup> Prior OATH decisions concerning CONH rescission refer to an earlier version of this rule, 28 RCNY § 10-08(h). This rule was modified in 2007.

<sup>5</sup> Although this decision references the earlier version of § 10-01, the language “alterations and/or demolition work for which a certification or waiver was granted” remains virtually the same.

earthquake, and the need to repair the deteriorating structure of the Building, as reasons for the failure to break ground (Resp. Br. at 3, 10). Accordingly, the record demonstrates that substantial work had not commenced on the premises at the time the harassment occurred. *Stephenson*, OATH 2945/10 at 12-13 (recommending rescission of CONH where the agency established that harassment took place on the premises during the relevant time period and before substantial work had commenced).

### **FINDINGS AND CONCLUSIONS**

1. Petitioner demonstrated that harassment occurred at the premises between March 4, 2024, and the present.
2. At the time the certificate of no harassment was suspended, no substantial work had begun at the property.

### **RECOMMENDATION**

Petitioner proved by a preponderance of the credible evidence that harassment occurred at the premises after the CONH was awarded and at the time when the CONH was suspended, no substantial work had begun in the Building. On that basis, HPD may rescind the CONH. Nevertheless, it was undisputed that the Building requires serious permanent structural repairs and that the SRO tenants are living without basic shared facilities, including a kitchen and bathrooms. To cure these defects, respondent needs to obtain DOB permits which may require that the Building has a CONH. For that reason, I encourage the parties to work together with DOB and the SRO tenants to make the critical permanent structural repairs and restore the shared facilities. The safety and the security of the SRO tenants should be the guiding principle going forward.

Christine Stecura  
Administrative Law Judge

February 20, 2026

SUBMITTED TO:

**DINA LEVY**  
*Commissioner*

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