

What a Coop Can Do To Enforce House Rules?

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Q We are a 73-unit co-op in the Riverdale section of the Bronx. Approximately 50 percent of the residents are tenants in sponsor-controlled apartments. Among these are six rent stabilized tenants who have been here for at least 20 years.

The co-op, at its inception established some “House Rules” and everyone (both owners and tenants) received their own personal copy. Rules include things like no washing machines in apartments (we have a laundry room downstairs), mats are to be placed in front of doors, 85 percent of the floors shall be covered, etc. The rules are not arduous; they are common sense rules to make living more comfortable for everyone. Ninety- nine percent of both owners and tenants have no problem following the rules.

However, two rent stabilized tenants make a special point of being contrary. They hang the laundry from a terrace, use no mats, have a washing machine in the apartment, which periodically overflows. What can a co-op do to enforce the house rules? What rights do co-ops have with regards to rent stabilized tenants?

-Lisa Kurtz Shareholder Bronx

A According to Adam Leitman Bailey of the Law Firm of Adam Leitman Bailey in Manhattan, “Ms Kurtz asks a common yet complicated question. A rent stabilized tenant, particularly a sponsor’s tenant, only has to abide by the obligations in their leases. If the “House Rules” were attached to the leases, then the tenants have to abide by them. However, I believe that the problems you are incurring can be resolved even if house rules were not attached to their leases.

“Although it may be difficult to legally force the tenants to use mats or to stop hanging laundry from a terrace, if the washing machine or the hanging of clothes is causing a nuisance, such as causing damage to other shareholders or tenants, you can serve the shareholders/sponsor with a ‘Notice to Cure’ and demand that the sponsor stop the tenant from taking such action. If the shareholder (remember you are serving the shareholder and not the tenant) does not cure the nuisance then start eviction proceedings against the shareholder. You may be even able to evict the shareholder if the tenant does not cease overflowing the washing machine which has damaged the premises of another shareholder numerous times or caused shareholders to be doused with water. But beware, the courts will need more than one overflow before an eviction will occur.

“In most cases, the shareholders will respond quickly in contacting the tenant and correcting the problem. Also remember that the notice to cure and the amount of time to serve the notice may be dictated by the proprietary lease of the co-operative.

“Because the washing machine has probably been in place for many years, a doctrine called a ‘waiver’ will probably prevent the cooperative from being able to remove the washing machine.

“Furthermore, I would schedule a meeting with the obtrusive tenants and see if the problems can be solved amicably. Tell them that you will buy them a mat of their choosing or put up hanging lines. Finally, with regards to the carpeting, I would estimate that the lease with the shareholder/sponsor and the tenant requires that 80 percent of the floor of the apartment be carpeted.”