

Affirmation of Northtown Roosevelt LLC. Tenant

[Print Name] _____ affirms the following under the penalty of perjury,

I reside in Apartment No. _____ in building [color in one circle]: ☐ 510 Main St, ☐ 516 Main St, ☐ 536 Main St, ☐ 540 Main St, ☐ 546 Main St, ☐ 556 Main St, ☐ 560 Main St, ☐ 576 Main St, ☐ 580 Main St. The number of bedrooms in my apartment is _____.

My monthly total rent is: _____ (If you are a subsidized tenant please indicate the amount you individually pay monthly _____.)

The Public Service Commission's Case number for my building is 08-E-0838. My building owner is Northtown Roosevelt LLC.

I am (color in all circles that apply): ☐ A subsidized tenant ☐ A disabled tenant ☐ An elderly tenant ☐ A fair market or LAP tenant

Checklist of Unsafe or Unhealthy Conditions

Please color in as many circles as apply to you. Color a circle next to all problems you've experienced in your apartment or building. Even temporary problems count. For example, a water shut-down lasting one minute or more is a lack of water if the problem occurred on at least five different days, and the days do not have to be in a row (consecutive.)

1. ☐ A lack of heat;
2. ☐ The baseboard heater(s) do not work in one or more rooms;
3. ☐ The thermostats that control the heat do not work at all, or do not operate properly;
4. ☐ My thermostats were placed in a location that does not correctly indicate the temperature in my rooms.
5. ☐ My apartment has multiple exposures and floor-to-ceiling windows at each end that make the small baseboard heaters the landlord supplies insufficient for providing adequate heat.
6. ☐ I had a longer baseboard heater in my apartment but when the landlord replaced it, they installed one that was much smaller.
7. ☐ My baseboard heater(s) have sparked or the wiring has created an actual fire in the unit.
8. ☐ My air conditioner(s) have sparked or the unit has caught on fire.
9. ☐ When replacing the heaters throughout the building, the landlord failed to order heaters with the summer/winter switches that enabled air conditioners to run on a separate circuit. Therefore, my air conditioner(s) no longer operate on a separate circuit, creating a fire hazard.
10. ☐ The landlord fails to turn off the heaters in the hallways during the hot summer months, adding to the difficulty to cool the apartments.
11. ☐ Without the use of plug-in space heaters in my apartment, which will be added rent, my apartment's temperature never reaches the "set-temp" set by the landlord.

12. ○ I need to use electric equipment in my apartment in order to provide sufficient heat for myself and my family such as an electrically heated bed, an electric blanket, or another device: _____.
13. ○ My apartment is cold in the winter;
14. ○ My apartment is hot in the summer;
15. ○ A lack of water;
16. ○ A lack of hot water;
17. ○ A lack of cold water;
18. ○ A lack of insulation in the exterior walls of my apartment;
19. ○ There are gaps in the exterior walls of my apartment around the air conditioning sleeve, and/or around the windows, and/or around the electrical outlets;
20. ○ I experience drafts of air coming through gaps in the exterior walls of my apartment;
21. ○ I experience drafts of air coming from under the front door to my apartment;
22. ○ My air conditioner is blowing hot air instead of cold air because of the landlord's failure to fix my air conditioners' sleeves to accommodate their current insulation project.
23. ○ The landlord has stated that their current insulation project is not scheduled for completion until winter 2026, yet without proper insulation throughout the building, the landlord intends to sub-meter the building starting on September 1, 2025.
24. ○ My landlord supplied a stand-alone air conditioner to remedy my air conditioner sleeve's heating problem by taping the exhaust and taping a solid panel to my windows. Their taped apparatus prevents me from opening my windows, even when the outside air is cool enough to cool my apartment.
25. ○ My landlord claims they are sending me a shadow bill to reflect my electricity usage even though the air conditioning problem in my apartment does not accurately reflect what would be the actual cost of running my air conditioning if it were properly functioning.
26. ○ The bathroom tub and sink do not drain water properly;
27. ○ The bathroom tub and sink back up, and water comes into my bathroom when my neighbor(s) take a shower, such that sometimes the sink overflows and gets dirty water all over the floor;
28. ○ Sometimes the water coming from the faucet is brown and disgusting.
29. ○ I am experiencing low water pressure in one or more rooms;
30. ○ I am experiencing water leaks in one or more rooms;
31. ○ I have mold in one or more rooms;
32. ○ I am experiencing an infestation of mice/ cockroaches/ ants, bed bugs/ and/or a combination thereof;
33. ○ There is no security at the building's front door, and the door frequently is open; even though it should be closed and should lock automatically.
34. ○ My landlord frequently closes down an elevator in each address for my building at certain hours;
35. ○ The landlord closes down every laundry throughout my building during certain hours.
36. ○ A high volume of the laundry machines are frequently out of service.
37. ○ The landlord fails to clean the hallway carpets on a regular schedule.
38. ○ The landlord has not stated a plan to address the needs of tenants who require electric life support equipment in their apartments.
39. ○ The landlord failed to provide tenants with the shadow bills the PSC requires at least 4 month's prior to submetering so that tenants have adequate time to address changes that will reduce their electricity consumption.

- 40. ○ The landlord has known for several years exactly how much electricity each apartment uses, but they have withheld this information from the tenants. Instead of using the actual consumption to calculate a reasonable roll-back on the rent, they are using an insufficient, artificially contrived roll-back which is a deliberate intent to add-on rent (which is inconsistent with the protections required when submetering.)
- 41. ○ I have made complaints to the building management about the problems in my apartment, but my complaints have been ignored;
- 42. ○ I have requested repairs in my apartment, but the building management has not fixed the problems;
- 43. ○ I have complained about the problems in my apartment to the building management, but they have ignored my complaint(s);
- 44. ○ I have complained to 311 and to the HPD, but still the building manager has not remedied my problem(s);
- 45. ○ The building manager sent workers to fix my problem, but the work they performed was shoddy, haphazard, and insufficient, such that the problem came back, or was not adequately repaired in the first place.
- 46. ○ The landlord recently removed the atrium that protected the 540 Main Street entrance from flooding. Whenever it rains, huge puddles in front of the doorway make it difficult to enter or exit the building.

In addition to the foregoing, I have experienced other conditions dangerous to life, health, or safety (list below, for example, unsafe electrical wiring, cigarette or marijuana smoke from the vents, foul odors, noise, other unsanitary conditions, etc.):

I affirm that pursuant to CPLR 2106, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Date: _____ [required]

Sign Here: _____ [required]

Print Name Clearly: _____ [required]

Email: _____ [required]

Phone: _____ [required]