

## **Castellan Settlement Agreement**

New York State Homes and Community Renewal's Tenant Protection Unit ("TPU") has entered into a settlement agreement with Castellan NYC Partners/Liberty Place Property Management ("Castellan") to completely revise its existing policies, procedures and practices regarding their ownership and management of residential buildings in New York City. The agreement addresses the numerous complaints the TPU received alleging that Castellan was requiring tenants to produce a social security number, proof of their citizenship status and/or make over \$40,000 per year to renew their lease and/or remain in their apartments. The Castellan Settlement Agreement seeks to address these concerns.

### **How Must Castellan Change Its Policies and Procedures?**

Castellan must stop engaging in conduct designed to force tenants out of their rent-regulated apartment. Castellan must develop and implement policies and procedures that are subject to TPU's approval and will address, for example:

#### **Social Security Numbers and Other Personal Information:**

- Castellan shall not discriminate against tenants based on their actual or perceived citizenship status or alienage.
- A tenant's lack of social security number can not be used to evict or retaliate against a tenant.

#### **Return of Documents:**

- Upon request, Castellan will return any documentation that was submitted to Castellan as part of their lease renewal practice that asked for social security numbers, proof of citizenship and financial/economic information.
- Castellan will certify that they will not use the documents to harm or threaten the tenants and that they will not share the information obtained from the documents.

#### **Collection of Rent:**

- Castellan must develop policies and procedures to make sure that they are not charging tenants for rent not owing.
- Castellan shall, upon request of the Resident, provide a complete rent breakdown of all amounts due and owing.

#### Buy-Out Agreements:

- All buy-out agreements must be approved by the Monitor.
- Tenants can not be coerced into accepting a buy-out agreement.
- Tenants can not be retaliated against for refusing an offer.
- The buy-out agreement must be translated into the primary language of the Tenant.

#### Succession Rights:

- Individuals may show that they legally co-resided in an apartment and are entitled to succession rights by presenting Castellán with documents such as tax returns, driver's license, bank statements, etc.

#### Holdover and Nonpayment Proceedings:

- Castellán must develop policies and procedures to ensure they do not commence frivolous eviction proceedings.

#### Telephone Line and E-mail Communication:

- Castellán shall operate a customer service telephone line to respond to Residents' inquiries. Castellán shall provide the caller with a tracking number.
- Castellán will communicate with Tenants in English or Spanish at the request of the Tenant.
- Castellán will provide written documents to Tenants in English, Spanish or the primary language of the Tenant.

### **Does the TPU oversee the implementation of Castellán's Policies and Procedures?**

All of Castellán's new policies and procedures must be submitted to the TPU for review and approval. An independent Monitor will ensure that Castellán remains in compliance with this settlement agreement and its policies and procedures for a period of at least two years. The Monitor is subject to TPU's approval and can be terminated by TPU if he or she is not satisfactorily performing the job. The Monitor and Castellán will report to TPU for the duration of the agreement to ensure compliance.

### **Will I have access to the Monitor?**

Tenants and tenant advocates will have access to and will be able to meet with the Monitor. Tenants are able to submit complaints to the Monitor.

### **Who will Review Individual Residents' Compensation Claim?**

Current and former Residents who believe they were subjected to Castellan wrongful conduct will be able to file a claim for monetary compensation. The Monitor, who is also ensuring Castellan's compliance with the settlement agreement and its policies and procedures, will oversee the claims process, evaluate Residents' eligibility to receive compensation and determine the appropriate amount of funds to be awarded.

### **Am I Eligible for Compensation?**

In order to be eligible for compensation, a Claimant must meet the following criteria:

- (a) The Claimant lived in a Castellan Building while Castellan owned and/or managed the property; and
- (b) The Claimant vacated their apartment due to Castellan's communication that the Claimant had to vacate or did not have a right to remain in their apartment based on the Claimant's actual or perceived national origin, alienage, citizenship status or income; or
- (c) The Claimant experienced harm due to Castellan's communication that the Claimant had to vacate or did not have a right to remain in their apartment based on the Claimant's actual or perceived national origin, alienage, citizenship status or income as an attempt to cause the rent-regulated Resident(s) to vacate their apartment or waive any rights afforded under the Rent Stabilization Code.

### **How Much Money am I Entitled to?**

Eligible former and current Castellan residents are entitled to \$2,500 minimum compensation **plus** a monetary amount reflecting the economic harm incurred as a direct, indirect and consequential result of Castellan's conduct mentioned above. Examples of harm include: lost wages due to taking off work, attorney fees, moving expenses, any housing cost increases (such as monthly rent increases) incurred after moving out of the Castellan building.

**What if I am a former Resident and I want to return to a Castellan Apartment instead of accepting monetary compensation?**

A former Castellan Resident that vacated their apartment as a result of Castellan's conduct can opt to move back into another similar Castellan apartment, if available.

**How Do I File a Claim?**

Within 90 days of Notice that the Monetary Fund is available, eligible claimants must submit signed written statements to the Monitor showing that they meet the eligibility criteria and provide sufficient proof that they vacated their apartment or experienced harm due to Castellan's actions. Potential Claimants should also submit *any* information reflecting any harm they may have suffered, such as lost wages due to taking off work, attorney fees, moving expenses, any housing cost increases (such as monthly rent increases) incurred after moving out of the Castellan building.

**What Happens if Castellan continues to harass me?**

For at least two years, a Monitor will ensure that Castellan remains in compliance with the law, the Settlement Agreement and its Policies and Procedures. A Resident can file a complaint alleging a violation of the Settlement Agreement and Castellan's Policies and Procedures. If the Monitor and TPU determine that Castellan's actions towards the Resident was not in compliance with the Settlement Agreement and its Policies and Procedures resulted in harm to the Resident, Castellan will need to monetarily compensate the Resident.