

Amendment to § 2-04 to conform the Loft Board's rules regarding Minimum Housing Maintenance Standards to the amendments made to the MDL effective as of June 21, 2010.

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NEW YORK CITY LOFT BOARD

NOTICE OF ADOPTION OF FINAL RULE

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN THE NEW YORK CITY LOFT BOARD by Article 7-C of the Multiple Dwelling Law and Mayor's Executive Order No. 129, dated May 22, 2009, and pursuant to and in accordance with the requirements of Section 1043 of the New York City Charter, that the New York City Loft Board intends to amend section 2-04 of Title 29 of the Rules of the City of New York, to identify the procedure for enforcing the minimum housing maintenance standards and ensure that the Loft Board rules are consistent with the 2010 amendments made to Article 7-C of the Multiple Dwelling Law..

A duly noticed public hearing was held on July 21, 2011, affording the public opportunity to comment on the proposed amendments, as required by Section 1043 of the New York City Charter. Written comments were accepted through July 21, 2011.

Statement of Basis and Purpose:

Pursuant to § 282 of Article 7-C of the Multiple Dwelling Law ("Loft Law"), the Loft Board may promulgate rules to ensure compliance with the Loft Law. Effective as of July 1, 2010, the Legislature amended the Loft Law by enacting Chapter 147 of the Laws of 2010, which, among other things, amended § 282 of the Loft Law.

Section 282 authorizes the Loft Board to designate the Environmental Control Board ("ECB") to enforce violations of the Loft Law. In accordance with the terms of MDL § 282, the proposed amendment:

- Establishes a procedure for enforcing the minimum housing maintenance standards;
- Sets forth a different cure period for the second finding of the same violation within twelve months from the first finding;
- Provides the ECB with the authority to conduct hearings and impose penalties for violations;
- Increases the recommended range of fines and
- Institutes a per day fine when the owner fails to correct the violation before the end of the cure period.

"Shall" and "must" denote mandatory requirements and may be used interchangeably in the rules of this Board, unless otherwise specified or unless the context clearly indicates otherwise.

New matter in the following rule is underlined and deleted material is in [brackets].

This proposed rule is not listed in the Loft Board's Regulatory Agenda.

§2-04 Minimum Housing Maintenance Standards.

(a) Definitions.

As used in these rules, the below terms have the following meanings:

Landlord [. As used in these regulations, the term "landlord" shall] means the owner of an interim multiple dwelling ("IMD"), the lessee of a whole building, part of which [is interim multiple dwelling] contains IMD units, or the agent, executor, assignee of rents, receiver, trustee, or other person having direct or indirect control of such dwelling.

Residential occupant [. As used in these regulations, the term "residential occupant" shall] means an occupant of an IMD unit [an interim multiple dwelling] [eligible] qualified for protection under Article 7-C of the New York State Multiple Dwelling Law ("MDL").

(b) Basic services.

Landlords of [interim multiple dwellings] IMD buildings [shall] must provide the following minimum housing maintenance services to residential occupants [eligible] qualified for the protection of Article 7-C of the MDL [Multiple Dwelling Law]:

(1) *Water supply and drainage.* The landlord of an [interim multiple dwelling (I.M.D.)] IMD building [shall] must provide and maintain a supply of pure and wholesome water at all times sufficient in quantity and pressure to provide for sanitary maintenance. The landlord [shall] must properly maintain and keep in good repair the building's plumbing and drainage system. Where water mains are available in the street, every residentially occupied IMD unit [shall] must be supplied with water from [such] those mains. The landlord [shall] must keep the water free from connection to any unsafe water supply or from cross-connections to any drainage system.

Where a landlord of an [I.M.D.] IMD building installed or installs plumbing fixtures to residentially occupied IMD units, [(s)he] he or she [shall] must maintain same in good working order.

(2) *Heat.*

(i) Except as provided below, where there is a central heating system in an [I.M.D.] IMD building, the landlord must provide every residentially-occupied IMD unit [shall be provided] with heat from [the] that system. As illustrated in the chart below, [D]during the period from October 1 through May 31, centrally supplied heat shall be provided so as to maintain every portion of the dwelling used or occupied for living purposes, between the hours of 6:00 AM and 10:00 PM at a temperature of at least 68 degrees Fahrenheit whenever the outside temperature falls below 55 degrees, and between the hours of 10:00 PM and 6:00 AM at a temperature of at least 55 degrees Fahrenheit whenever the outside temperature falls below 40 degrees Fahrenheit.

(ii) Where the landlord provides a system of gas or electric heating [has been provided] for a residentially-occupied IMD unit, [such] that [a] system may be utilized instead of a central heating system in the instances where a central heating system is lacking, or may otherwise [may] be used to supplement a central heating system. As illustrated in the chart below, [D]during the period from October 1 through May 31, heat from individual systems of gas or electric heat where the landlord pays for operation shall be provided so

as to maintain every portion of the residentially-occupied dwelling used or occupied for living purposes, between the hours of 6:00 AM and 10:00 PM, at a temperature of at least 68 degrees Fahrenheit whenever the outside temperature falls below 55 degrees Fahrenheit, and between the hours of 10:00 PM and 6:00 AM at a temperature of at least 55 degrees Fahrenheit whenever the outside temperature falls below 40 degrees Fahrenheit.

| Between the hours | If Temperature Outside | Landlord Must Provide Central Heat |
|--------------------|------------------------|------------------------------------|
| 6:00 AM – 10:00 PM | Below 55°F | At least 68°F |
| 10:00 PM – 6:00 AM | Below 40°F | At least 55°F |

(iii) To meet his or her obligations to provide heat, [The] the landlord may install individual heating systems within the IMD units [to meet the landlord's obligation to either] to supply [provide] all the heat required pursuant to these [regulations] rules or to supplement the heat supplied [provided] by an existing building system, provided that the installation and system are approved for residential use by appropriate City agencies.

(iv) The landlord [shall] must not object to the installation by a residential occupant of an individual heating system, provided that:

(A) [such] The installation does not conflict with the landlord's [approved] legalization alteration[s] plans approved by the Department of Buildings or certified by the Loft Board;

(B) [the] The installation and system are approved for residential use by the appropriate City agencies; and

(C) [the] The residential occupant has requested in writing that the landlord [make such an installation] install the system and the landlord has refused to comply with [any such] the request within [a reasonable time but in no event more] 45 days from the date of [such] the request.

(v) The landlord [shall] must maintain [all] the IMD building's central heating systems and [all] the IMD building's gas or electric heating fixtures and systems [provided by the landlord] supplied to residentially occupied IMD units in proper working order unless the parties otherwise agreed in writing that the residential occupant(s) will be responsible for maintenance of the gas or electric heating fixtures and systems used to heat his [/] or her unit.

(3) *Hot water.* The landlord [shall] must, at all times between the hours of 6:00 a.m. and midnight, supply every bath, shower, washbasin and sink with hot water at a constant minimum temperature of 120 degrees Fahrenheit in all residentially occupied IMD units [in an interim multiple dwelling at all times between the hours of 6:00 a.m. and midnight with hot water at a constant minimum temperature of 120 degrees Fahrenheit] from a central source of supply or from individual gas or electric hot water heaters, except where such individual [units] heaters have been previously installed, and where responsibility for operation has been assumed by the residential occupant.

(4) *Electricity.* The landlord [shall] must maintain electrical service to all residentially occupied IMD units at all times in order to allow [said] the units to obtain electric power. The intention of this standard is to afford electrical service to all residentially occupied IMD units.

(5) *Gas.* Where gas service is currently provided to residentially occupied IMD units, the landlord [shall cause the said] must maintain the service [to be maintained] in good working order. The landlord [shall] must not unreasonably withhold his[/] or her cooperation if the residential occupant wishes to install gas service at the residential occupant's cost and expense.

(6) *Smoke and carbon monoxide detectors.* By no later than [March 1, 1983] thirty days after the date of the Loft Board order granting Article 7-C coverage, coverage pursuant to a registration from the owner or a finding of coverage by a court of competent jurisdiction, all residentially occupied IMD units [within interim multiple dwellings shall] must be equipped with operational smoke and carbon monoxide detecting devices, either battery operated or receiving their primary power from the building's electrical service, approved by the appropriate city agencies. If smoke or carbon monoxide detecting devices are not installed [by March 1, 1983] within 30 calendar days of the granting of Article 7-C coverage residential occupants are authorized to install them on their own.

[The residential occupant of a unit in which] Where a battery operated smoke or carbon monoxide detecting device is provided and installed by the landlord [shall], the residential occupant of that unit must reimburse the landlord a maximum of [ten] 10 dollars for each [such] device. The residential occupant [shall] will have one year from the date of installation to reimburse the landlord [make such reimbursement]. All sections of the Housing Maintenance Code relating to smoke and carbon monoxide detectors [shall] apply to [interim multiple dwellings] IMD buildings.

(7) *Public lighting.* The landlord [shall] must provide and maintain electric lighting fixtures for every public hall, stair, fire stair and fire tower on every floor and must have [shall cause such] these required lights in all such fixtures [to be] turned on at sunset every day and [to] remain on until sunrise the following day [on a 24-hour a day 7 day a week basis]. [where] Where natural light is not adequate, the landlord must provide and maintain electrical lighting fixtures for every public hall, stair, fire stair and fire tower on every floor on a 24-hour a day, 7 day a week basis.

(8) *Entrance door security.* The landlord [shall] must properly maintain all existing entrance door security and at a minimum at least one door at [each] the entrance to each building and each unit must have a working lock. All tenants must be provided with keys to all entrance door locks.

(9) *Elevator service.* The landlord [shall] must not diminish nor permit the diminution of legal freight or passenger elevator service and [shall cause said] must maintain this service [to be maintained] in good working order.

(10) *Window guards.*

(i) The landlord [owner, lessee, agent or other person who manages or controls an interim multiple dwelling shall] must provide, install, and maintain, a window guard, of a type deemed acceptable by the New York City Department of Health and Mental Hygiene or any succeeding regulatory agency, and install the window guards [installation to be made] pursuant to specifications provided by the New York City Department of Health and Mental Hygiene or any succeeding regulatory agency, on the windows of each unit in which a child or children [ten (]10[)] years of age [and under] or younger reside, and on the windows, if any, in the public halls of an [interim multiple dwelling] IMD building in which [such] these children reside, except that this section [shall] does not apply to windows giving access to fire escapes or to a window on the first floor that is a required means of egress from the [dwelling] IMD unit. It [shall be] is the duty of each landlord [such person who manages or controls an interim multiple dwelling] to ascertain whether [such] a child 10 years of age or younger resides [therein] in the residential units in the IMD building.

(ii) No residential occupant of an [interim multiple dwelling] IMD unit, or other person [shall] may obstruct or interfere with the installation of window guards required by subsection (i) above, nor [shall] may any person remove [such] the window guards.

(iii) No landlord [owner, lessee or other person who manages or controls an interim multiple dwelling shall] may refuse a written request of a residential occupant of an [interim multiple dwelling] IMD unit, to install window guards regardless of whether [such] it is required by subsection (i), except that this section [shall] does not apply to windows giving access to fire escapes or to windows on the first floor that are a required means of egress from an IMD unit.

(iv) The residential occupant of [a] an IMD unit in which window guards are provided and installed [shall] must reimburse the landlord as follows: the residential occupant's share of the entire costs may be determined by adding:

(A) the residential occupant's pro-rata share of the full cost of window guards in the public areas (obtained by dividing said cost by the total number of residential units in the building); and

(B) the full cost of the window guards (including installation charges) installed within the residential occupant's unit. The cost may not exceed \$16.00 per window guard.

(v) The residential occupants of the remaining units in the building [shall] must reimburse the landlord for the remainder of the cost of window guards installed in the public areas, based on their pro-rata shares of the full cost of the window guards in the public areas, as defined in subparagraph (i), above. All reimbursement payments [shall] must be payable within [(90)] days of installation.

(c) Additional lease agreement services.

In addition to those services mandated by § 2-04(b) of this Rule, landlords [owners, lessees of whole buildings and agents shall] must maintain and [shall] continue to provide to residential occupants services specified in their lease or rental agreement. In the absence of a lease or rental agreement, landlords [owners, lessees of whole buildings and agents shall] must provide those services to residential occupants which were specified in the lease or rental agreement most recently in effect in addition to those services mandated in § 2-04(b) above. There [shall] must not be [no] any diminution of services. Nothing contained in these rules allows reduction in the prior services supplied by mutual agreement where those services exceed the services mandated by § 2-04(b) above. Where the prior services are below those mandated by § 2-04(b), the services mandated by § 2-04(b) [shall] must be provided.

(d) Guide for the courts.

The services mandated by subdivisions (b) and (c) of this section [shall] provide a guide which courts can use as part of their determination as to whether landlords [registered parties] are meeting their current and future responsibilities to residential [loft] occupants according to the Warranty of Habitability in [(Real Property Law §235-b(1))] for IMD buildings. [the interim multiple dwellings, until such time as this rule is amended or modified by the Loft Board].

(e) Enforcement and penalties.

(1) Loft Board Staff, ECB and OATH Staff. The Loft Board authorizes the Loft Board's staff hearing examiners, [or] Administrative Law Judges at the Office of Administrative Trials and Hearing ("OATH") or the hearing officers at the Environmental Control Board ("ECB"), [if] as the Executive Director so designates [determines], to conduct hearings on alleged violations of housing maintenance standards and, where such violations are determined to exist, to impose the [penalties] fines in accordance with the ranges [of proposed fines adopted by the Loft Board] recommended in subparagraph (8) below [, where such violations are determined to exist]. The Loft Board [further] authorizes its staff to take all steps necessary to enforce the minimum housing maintenance standards.

(2) *Inspections and notices of violation.* Staff employed or assigned to the Loft Board [shall be] are authorized to conduct inspections in response to complaints or at the direction of the Loft Board or appropriate staff supervisors to determine whether violations of the Loft Board's Minimum Housing Maintenance Standards exist.

[Upon a finding of violation] Following an inspection, if a violation is determined to exist, a notice of violation [shall] must be issued to the landlord or his agent describing the violation and the unit in which it exists, specifying the applicable section of the Minimum Housing Maintenance [Regulations] rules [violated], and establishing the maximum period of time permissible to [for] cure [of such] the violation.

A copy of [such] the notice of violation [shall] must be left with an authorized person in charge at the premises, if [such] that person is present, the managing agent, if that person is present, or posted in a conspicuous public place at the premises.

In addition, a second copy of [such] the notice of violation [shall] may be sent by regular mail to the owner [of record of the premises,] or his designated agent, as indicated [on the Interim Multiple Dwelling Registration form filed with] in the Loft Board's records. A copy of [such] the notice of violation [shall] may also be sent by regular mail to the tenant or tenants who made the original complaint.

[Such notices] The cure period for the first notice of violation of its kind within a 12 month period must be [provide] a minimum of [seven] 7 days from the date of: [mailing to cure the violation] 1) personal delivery to an authorized person in charge at the premises or the managing agent or 2) posting of the notice in a conspicuous public place at the premises.

Except for heat violations, the cure period for a second notice of violation for the same condition within twelve months from the first notice of violation is 24 hours from the date of: 1) delivery of the notice of violation to an authorized person in charge at the premises or the managing agent or 2) posting the notice of violation in a conspicuous public place at the premises.

The cure period for a second heat violation occurring during the same Oct-May heat season is 24 hours from the date of: 1) delivery of the notice of violation to an authorized person in charge at the premises or the managing agent or 2) the date of posting the notice of violation in a conspicuous public place at the premises.

There is a presumption that the violation continues after the service of the notice of violation. Fines imposed will begin to accrue the day immediately following the cure period and continue daily until the owner demonstrates that the violation is cured.

(3) *Re-Inspections and [issuance of] Hearing Notices [notices to appear for a hearing].* A re-inspection may be conducted by or on behalf of the Loft Board's staff to determine whether [a] the violation has been cured at any time after the [period for] cure period specified in the [original] notice of violation has elapsed. If the violation has not been cured, the Executive Director or designated staff member determines whether a hearing should be conducted by the Loft Board, the ECB or OATH. Thereafter, a notice of hearing [to appear at Loft Board hearing shall] will be issued. [Such] The notice of hearing [shall] will contain:

(i) [a clear and concise statement sufficient to inform the respondent of the essential facts concerning] a description of the violation and the unit or the area in the building in which it exists;

(ii) [specification of] the section of the Minimum Housing [Code] Maintenance Standards allegedly violated;

(iii) information as to the maximum [penalty] fines assessable if the [facts are found] violation is found to [be] exist as alleged in whole or in part;

(iv) [specification of] the time and place of the hearing;

(v) [advice] a notice to [that] respondent that he or she is entitled to be represented by counsel, to present evidence and to examine and cross-examine witnesses; and

(vi) [advice of] a statement about respondent's right to file with the Loft Board, OATH or ECB, as applicable, an answer [admitting,] denying or admitting the violation with an explanation, prior to or at the hearing.

[Such] The notice of hearing [shall] must be served by [leaving a copy with an authorized person in charge at the premises, or, in the absence of such person, by posting in a conspicuous public place at the premises. In addition, a second copy of such notice of hearing shall be sent by] regular first class mail by the Loft Board, OATH or ECB to the owner [of record] of the premises, or his or her designated agent, as each is indicated [on the Interim Multiple Dwelling Registration form filed with] in the Loft Board's records.

A copy of the notice of hearing [shall] must also be sent by the Loft Board, OATH or ECB by regular first class mail to the tenant or tenants of any units where violations which are the subject of such hearing are alleged to have occurred. If the notice of hearing is sent by OATH or ECB, a copy of the notice of hearing must also be sent to the offices of the Loft Board.

(4) Hearings. Hearings [will] may be conducted by Loft Board staff hearing examiners, [or] OATH Administrative Law Judges or ECB hearing officers, who will determine whether each violation alleged is sustained by the evidence, whether the landlord-respondent is responsible for providing the particular service in question, and whether the landlord-respondent has made good faith efforts to provide such service. Formal rules of evidence [shall] do not apply to such hearings. Where a hearing is conducted by an OATH Administrative Law Judge, [such] the hearing [shall] must be conducted in accordance with the procedures governing [such] hearings before the Loft Board. Where a hearing is conducted by an ECB hearing officer, the hearing must be conducted in accordance with the procedures governing hearings before the ECB.

When the Loft Board hearing examiner or OATH Administrative Law Judge or ECB hearing officer makes a finding that the violation exists and that the landlord is responsible, he or she [shall] must impose a fine [penalty in accordance] within the recommended range [of penalties promulgated by the Loft Board] in subparagraph (8) below. The fines in subparagraph (8) below include a fine for each violation substantiated and an additional fine for each day the violation exists beginning the day immediately following the cure period until the violation is cured. The Loft Board hearing examiner, OATH Administrative Law Judge or ECB hearing officer [examiner shall be] is authorized to suspend the [penalty] fines when a good faith effort to provide services is demonstrated. The landlord has the burden to prove by a preponderance of the evidence the date of cure, if any.

If the case is before a Loft Board hearing examiner or OATH Administrative Law Judge, the [The] Loft Board's staff [shall have] has the burden of proving the factual allegations contained in the notice of [hearing] violation by a [fair] preponderance of the evidence; however, each notice of violation made pursuant to subparagraph (2) [notice of hearing shall be] is maintained by the Loft Board as a record kept in the regular course of business and [shall be] is [prima facie] proof of the facts contained [therein] in the notice. If the case is before the ECB, the notice of violation must be sworn to or affirmed pursuant to § 1049-a(d)(1)(b) of New York City Charter.

Hearings [shall] must be electronically recorded and the original recording [shall] must be part of the record and the sole official transcript of the proceeding.

A written decision sustaining or dismissing each allegation in the notice of hearing [shall] must be rendered by the Loft Board hearing examiner, [or] OATH Administrative Law Judge or ECB hearing officer [promptly] within a reasonable time after the conclusion of the hearing [thereof]. Each decision, a copy of which [shall] must be

served [forthwith] on the respondent by regular mail, [shall] must contain brief findings of facts, conclusions of law, and where appropriate, an order imposing a [civil penalty] fine.

If a landlord fails to appear at the hearing after proper notice, the landlord will be declared in default and a decision will be issued by the Loft Board's hearing examiner, OATH Administrative Law Judge or ECB hearing officer assigned to the case.

If the case is before ECB, requests to vacate a default determination must be made in accordance with ECB's applicable policy and procedure. If the case is before the Loft Board hearing examiner or OATH Administrative Law Judge, requests to vacate a default determination must be made in accordance with the Loft Board's procedure as set forth in § 1-06(i) of these rules.

(5) Appeals[to the Board] of Decisions. An appeal from a determination of a Loft Board hearing [officer] examiner or OATH Administrative Law Judge issued pursuant to § 2-04 [shall] must be brought in accordance with the provisions of section 1-07.1 of these rules. An appeal from a determination of an ECB hearing officer issued pursuant to § 2-04 must be brought before the ECB in accordance with its applicable rules and provisions and must be in a form prescribed by the ECB, which may be obtained at www.nyc.gov/ecb.

(6) Willful [v]Violations of the Minimum Housing Maintenance [s]Standards. Where a Loft Board hearing examiner, [or] an OATH Administrative Law Judge or an ECB hearing officer determines that a violation[s] of the Minimum Housing Maintenance Standards [are] is willful, [on the part of the landlord, the hearing examiner or OATH Administrative Law Judge shall include in any order issued, a finding that] the owner of the building in which [such] the violation[s] exists [shall] will be deemed [not to be in] out of compliance with Article 7-C, for purposes of assertion of the landlord's rights under Multiple Dwelling Law § 285(1).

A second finding [sustaining] of a violation for the same condition within a 6-month period [,shall be] is presumed willful for purposes of this paragraph (6).

A finding that a building is not in compliance with Article 7-C because of a willful violation of the Minimum Housing Maintenance Standards may be removed [by] upon the landlord's filing of a [coming forward to] request with the Loft Board for a re-inspection to confirm that the violation has been corrected. If the Loft Board's staff person conducting [such] the inspection determines that the violation or violations have been corrected, and so certifies, a copy of his or her inspection report [shall] must be filed with the prior decision [order] and the building [shall] will be deemed in compliance with Article 7-C for purposes of MDL §_285([1]1).

A finding of a willful violation of Minimum Housing Maintenance Standards will be considered as evidence of harassment of residential occupants [tenants] by the landlord.

(7) Outstanding, unpaid fines. The registration of a building as an IMD [shall] will not be renewed for any building for which fines have been imposed, pursuant to § 2-04 [for violations of the Minimum Housing Maintenance Standards,] until such fines are paid in full.

(8) *Range of fines for violations*

| Section | Violation | Range of Fines |
|----------------|---|--|
| 2-04(b)(1) | Failure to provide or maintain a safe water supply or plumbing and drainage systems | First finding: \$750-[\$1,000] \$2,000 per violation for [(]first finding sustaining a violation[)]plus \$125 |

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| | | <p><u>per day</u></p> <p><u>Second finding within 12 months:</u> [\$1,000] \$2,000- \$4,000 per violation for [(]second finding within 12 months[)] <u>plus \$125 per day</u></p> <p><u>Subsequent finding within 12 months of the first finding:</u> [\$1,000] \$4,000-\$6,000 per violation for [(]subsequent finding within 12 months[)] <u>plus \$125 per day</u></p> |
| 2-04(b)(2) | Failure to provide adequate heat | <p><u>First finding:</u> \$750-[\$1,000] \$2,000 per violation for [(]first finding sustaining a violation[)] <u>plus \$250-\$500 per day</u></p> <p><u>Subsequent finding during the same Oct-May period as the first finding:</u> [\$1,000] \$3,000- \$4,000 per violation for [(]subsequent finding during same Oct-May period[)] <u>plus \$500-\$1,000 per day</u></p> <p>[\$1,000 (third finding within 12 months)]</p> |
| 2-04(b)(3) | Failure to supply hot water | <p><u>First finding:</u> \$750-[\$1,000] \$2,000 per violation for [(]first finding sustaining a violation[)] <u>plus \$250-\$500 per day</u></p> <p><u>Subsequent finding within 12 months:</u> [\$1,000] \$3,000-\$4,000 per violation for [(]subsequent finding within 12 months[)] <u>plus \$500-\$1,000 per day</u></p> <p>[\$1,000 (third finding within 12 months)]</p> |
| 2-04(b)(4) | Failure to maintain electrical service to residential units | <p><u>First finding:</u> \$750-\$1,000 per violation for [(]first finding sustaining a violation[)] <u>plus \$125 per day</u></p> <p><u>Second finding within 12 months:</u> [\$1,000] \$2,000-\$4,000 per violation for the [(]second finding</p> |

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| | | <p>within 12 months[]] <u>plus \$125 per day</u></p> <p><u>Subsequent finding within 12 months of the first finding:</u> [\$1,000] <u>\$4,000 - \$6,000</u> per violation for any [(]subsequent finding within 12 months[])] <u>plus \$125 per day</u></p> |
| 2-04(b)(5) | Failure to maintain gas service in good working order | <p><u>First finding:</u> \$750–\$1,000 per violation for the [(]first finding sustaining a violation[])] <u>plus \$125 per day</u></p> <p><u>Second finding within 12 months:</u> [\$1,000] <u>\$2,000-\$4,000</u> per violation for the [(]second finding within 12 months[])] <u>plus \$125 per day</u></p> <p><u>Subsequent finding within 12 months of the first finding:</u> [\$1,000] <u>\$4,000 - \$6,000</u> per violation for any [(] subsequent finding within 12 months[])] <u>plus \$125 per day</u></p> |
| 2-04(b)(6) | Failure to provide smoke detectors/ Failure to provide carbon monoxide detectors | <p><u>First finding:</u> \$750–\$1,000 per violation for the [(]first finding sustaining a violation[])] <u>plus \$10 per day</u></p> <p><u>Second finding within 12 months:</u> [\$1,000] <u>\$2,000</u> per violation for the [(]second finding within 12 months[])]<u>plus \$10 per day</u></p> <p><u>Subsequent finding within 12 months of the first finding:</u> [\$1,000] <u>\$3,000</u> per violation for any subsequent [(third] finding within 12 months[])]<u>plus \$10 per day</u></p> |
| 2-04(b)(7) | Failure to provide lighting in public areas of the building | <p><u>First finding:</u> \$750–\$1,000 per violation for the [(]first finding sustaining a violation[])]<u>plus \$10 per day</u></p> <p><u>Second finding within 12 months:</u> [\$1,000] <u>\$2,000</u> per violation for the [(]second finding within 12 months[])]<u>plus \$10 per day</u></p> <p><u>Subsequent finding within 12</u></p> |

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| | | <p><u>months of the first finding:</u> [\$1,000] \$3,000 per violation for any subsequent [(third] finding within 12 months[])] <u>plus \$10 per day</u></p> |
| 2-04(b)(8) | Improper maintenance of entrance door security; failure to provide keys | <p><u>First finding:</u> \$750–\$1,000 per violation for the [(]first finding [sustaining a violation)]]<u>plus \$125 per day</u></p> <p><u>Second finding within 12 months:</u> [\$1,000] \$2,000–\$4,000 per violation for the [(]second finding within 12 months[])] <u>plus \$125 per day</u></p> <p><u>Subsequent finding within 12 months of the first finding:</u> [\$1,000] \$4,000–\$6,000 per violation for any subsequent [(third] findings within 12 months[])] <u>plus \$125 per day</u></p> |
| 2-04(b)(9) | Failure to provide or improper maintenance of elevator service | <p><u>First finding:</u> \$750–\$1,000 per violation for the [(]first finding sustaining a violation[])]<u>plus \$125 per day</u></p> <p><u>Second finding within 12 months:</u> [\$1,000] \$2,000 per violation for the [(]second finding within 12 months[])] <u>plus \$125 per day</u></p> <p><u>Subsequent finding within 12 months of the first finding:</u> [\$1,000] \$3,000 per violation for any subsequent [(third] finding within 12 months[])]<u>plus \$125 per day</u></p> |
| 2-04(b)(10) | Failure to provide window guards | <p><u>First finding:</u> \$750–\$1,000 per violation for the [(]first finding [sustaining a violation)]]<u>plus \$125 per day</u></p> <p><u>Second finding within 12 months:</u> [\$1,000] \$2,000–\$4,000 per violation for the [(]second finding [within 12 months]] <u>plus \$125 per day</u></p> <p><u>Subsequent findings within 12 months of the first finding:</u> [\$1,000] \$4,000 - \$6,000 per violation for any subsequent</p> |

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|---------|---|--|
| | | [[third] finding [within 12 months]] <u>plus \$125 per day</u> |
| 2-04(c) | Failure to provide other minimum housing maintenance services | <p><u>First finding:</u> \$750–\$1,000 per violation for the [(first finding [sustaining a violation])] <u>plus \$125 per day</u></p> <p><u>Second finding within 12 months:</u> [\$1,000] <u>\$2,000</u> per violation for the [(second finding within 12 months[])] <u>plus \$125 per day</u></p> <p><u>Subsequent findings within 12 months of the first finding [\$1,000]</u> \$3,000 per violation for any subsequent [(third] finding within 12 months[])] <u>plus \$125 per day</u></p> |

Dated: September 16, 2011