CAI - LI Chapter News

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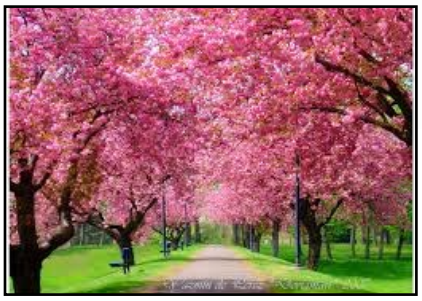

DON'T WAIT FOR THE BANK'S FORECLOSURE II

By Bruce J. Bergman, Esq., Partner at Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.

Community associations, condominiums and homeowners associations alike continue to encounter the problem of bank foreclosures that seem never to end. A main issue in this arena was addressed by our firm in the Summer 2013 issue of this publication entitled "Don't Wait For The Bank's Foreclosure!". A short version of the lesson there, or at least the suggestion, was that community associations should not assume that bank foreclosures will solve the associations' problems. Banks and other foreclosing lenders have a different set of needs and are burdened with more oppressive statutes, both of which combine to greatly delay those lender foreclosure actions.

So, if the community association is assuming that the foreclosure – after all at the bank's expense – will dispose of the non-paying owner and bring in a party who actually pays the bills, the years of delay in those foreclosure actions may prove to be simply an unpalatable solution. Therefore, the association should consider pursuing its own lien foreclosure action because it could sooner come to conclusion. Again, reference to that earlier article may be helpful.

But there is a parallel subject: What the community association can do to demand that the bank accelerate the process and at the same time what the community association can do by way of self-help other than, or in addition to, its own lien foreclosure action. These latter points will be the subject of this excursion.

APPEAR IN THE SENIOR FORECLOSURE

This might seem apparent and maybe you are already doing it, but it is important enough to mention. The homeowners association would typically not have any basis to contest, and thereby slow-up senior bank foreclosure. And it would not be in the interests of the association to do so. But it is essential to know with precision what the bank is doing in its foreclosure. What stage is it up to? Is it moving at an appropriate pace or not?

The way to know that is to have your counsel simply appear in the bank foreclosure so reports can periodically be given to the association recounting the progress, or lack thereof, being made in that bank foreclosure. The association is then in a better position to determine what

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Community Associations Institute — Long Island Chapter

P.O. Box 221, Commack, NY 11725 • 631-882-8683 • info@cai-li.org • www.cai-li.org

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countermeasures it may need to take.

The easy lesson: be sure that your counsel appears in the senior mortgage foreclosure.

PUT THE BANK ON NOTICE OF YOUR POSITION

There are some steps the association can take in endeavoring to compel the bank to move its foreclosure along. How successful these may be can vary and may be problematic, and we will review them in a moment, but there are methods to do that.

If the bank is moving too slowly, as is so often the case, your counsel can and should write to the bank's attorney, let them know of your dissatisfaction and advise of the efforts you might make to assault the bank's lack of progress. This may or may not bring about a rededication by the bank to the case, but it is worth at least trying. This adds some modicum of psychological help if you do later assail the bank foreclosure in court, demonstrating to the judge that efforts had earlier been made to help move things along.

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PRESIDENT'S MESSAGE

By Frank X. Riggio, CAI-LI Chapter President for 2014

At our last meeting on March 27th, we held a panel discussion on ways of keeping petty annoyances from turning into major headaches. All Boards constantly face these issues as part of their regular business. Many of our residents wait to the last possible minute to make a request and then expect an immediate, if not sooner, favorable response from the Board. Aren't all of you gathering for several hours every day (including Saturday and Sunday) just waiting for these type of requests so you can get an answer right back to these folks? "Unrealistic Expectations" lead to "Nuisance Violations." Residents who do not read your community's rules, or feel that these rules simply do not apply to them, usually have unrealistic expectations.

Joining our discussion panel for the evening were three very experienced Property Managers: Sharon Jalette, CMCA, of NAI Long Island; Scott Severs of Choice Professional Management and Vince Occhipinti of Precision Asset Management and our very own sage and imaginative President Elect David Eldridge, Esq. of Taylor Eldridge & Enders, P.C. David and the panel fielded a host of questions and offered several inventive ways to resolve just about all of the situations posed to them. I really hope that the lady who was storing her extra accumulation of "stuff" in her car port has removed it by now!

Our meeting room was filled to standing room capacity. It looks like we probably had our largest turnout thus far. This was a "first of its kind" type session and I think the response to this forum was terrific. The "Bottom Line" on many of the issues we discussed is that sometimes the Board has to get their hands a little dirty and take a firm stance. If there is a rule on the books, it should either be enforced or reviewed, then modified into something that the community can live with and enforce evenly for all members. Thank you to everyone who attended, hosted, participated on the panel, or took part in the discussions.

Our next meeting, which will be held at Fairfield at St. James on Thursday, May 15th, is shaping up to be another great opportunity for our association board members to interact with a panel of legal experts. At this Legal Roundtable, we will have representatives from five of the most renowned legal firms on Long Island that specialize in several critical aspects of condominium law address your concerns. If you have a Property Tax question, then Michael T. Schroder, Esq. of Schroder and Strom, LLP is the expert that will be able to help you. If your questions are about debt collections, governing documents or house rules, sponsor or contractor issues, or just about anything else, then Vinson Freidman, Esq. of Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., Edward M. Taylor, Esq. of Taylor, Eldridge and Endres, P.C., Michael Cohen, Esq. of Cohen & Warren, P.C. or Jason Stern of the Weber Law Group, LLP, four of Long Island's finest and most experienced HOA, Condominium and Co-operative law firms, will be on hand to assist you.

Our intent with this session is for the panel to "get the creative juices" flowing and help to develop a few different ways of solving some significant issues or presenting alternatives for working around problems. When you join us at this session, please bring your questions. We will do our best to get to as many of them as possible.

Please understand, that a long and detailed discussion on just one association's issue takes away from the main purpose of the evening. If such an issue becomes too complicated to adequately cover in a group format, or if we find ourselves drifting into the hypothetical, it might become necessary to take that particular discussion "off line" to keep the activities flowing.

As we start to move a little farther into this year's activities, here are a few dates that you should have on your calendar:

Wednesday, June 12th – Annual Golf Outing at Spring Lake Golf Course (flyer was mailed).

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Thursday, September 18th – Educational Seminar at Capital One Bank in Melville

Saturday, October 11th – Annual Trade Show at the Hilton in Melville

November 6-7th – M-201 Class for Property Managers at Belfor in Ronkonkoma

November 8th – Basic Essentials Course for Volunteer Association Members at Belfor in Ronkonkoma

What is the Basic Essentials Course and who should attend? The Basic Essentials Course is a six to eight-hour, one day educational program primarily designed for all Community Association Volunteer Leaders. It clearly acknowledges the dedication of the many volunteers who have, and who will, continue to contribute countless hours to make their communities better places in which to live. The purpose of the course is to introduce community association leaders to the operation of community associations and to encourage them to seek additional information. When a person serves as a member of a community association board, that individual undertakes a serious responsibility. They have a legal authority and responsibility to act in the best interest of their community. This course introduces a basic insight to organization, finances, problem solving, creation and enforcement of rules, maintenance and risk control. It is a ***"should do"*** for any Board Member no matter how long you have been at your task. Belfor Property Restoration is a generous annual sponsor and gracious host of this program, and the presentation is first-rate. You will come away from the day with fresh ideas and detailed information that will help you in your community.

What is the M-201 course, who should attend, and why? Education and credentials are what takes an ordinary career to the next level. CAI offers seven professional management courses as learning opportunities for Property Managers. Each of these courses provides professional credentials and a significant growth opportunity in community management. Property Managers of all levels should consider these courses as a path to set themselves apart from peers. The M-201: Facilities Management Course that is being offered this year by the Long Island Chapter is the second in a series of professional development courses… our chapter is thrilled to be able to sponsor this initiative! We sincerely hope our Property Manager members will take advantage of this opportunity for professional development.

And food for thought on why I think it is important to be an active member that attends our chapter meetings…you learn! Here is my insight on two significant topics that my involvement in chapter activities has specifically helped my Board of Directors learn about:

#1. **What is the Purpose of Community Associations?**

One way to think of a community association is as a service organization that provides three types of services to owners and residents:

• Community maintenance services - collecting trash, publishing a newsletter, orienting new owners, conducting meetings and sponsoring social activities.

• Governance services – fulfilling legal obligations, resolving disputes, enforcing community policies, administering design review policies, and recruiting new volunteer leaders.

• Business services - operating and maintaining the common areas, competitively bidding maintenance work, investing reserve funds, developing long-range plans and collecting assessments.

The Boards of Directors and Boards of Managers along with the Property Manager make every effort to deliver these services, fairly and effectively, to protect and enhance the value of our homes and the lenders' interests in our homes. They also strive, through collective participation and mutual decision making, to preserve that intrinsic value called "quality of life" that is at the heart of the community association concept.

#2. **What about these things we call "RULES?"**

Each of our associations has a number of rules and regulations that we ask our residents to observe so we can all maintain our property values and quality of life. We should always try to be

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A COMMUNITY ASSOCIATION OMBUDSMAN IN NEW YORK

By EDWARD M. TAYLOR, ESQ., TAYLOR, ELDRIDGE & ENDRES, P.C.

You may have read the recent article in CAI's *Common Ground* magazine entitled "Man in the Middle" about community association ombudsmen in Nevada, Florida, Virginia and Colorado.[i] An ombudsman is defined as "a public official appointed to investigate citizens' complaints against local or national government agencies that may be infringing on the rights of individuals."[ii] In the community association context, an ombudsman is frequently called on to help resolve disputes between irate homeowners and community Boards of Directors/ Managers. The *Common Ground* article depicted the mixed reviews that the ombudsman office has received in these four states.

What you may not know, however, is that **there is legislation currently pending in the New York State Legislature** that would create an ombudsman for community associations right here at home. Identical bills in the Assembly (A00034) and Senate (S03152) propose the creation of a "cooperative and condominium ombudsman" and, while the proposed bill has been around since 2010 and has not been passed yet in either House, it is worth a look to see what may be in store for us on Long Island if the bill gains support and becomes law.

First of all, the bill repeatedly refers to "cooperatives and condominiums" – indeed the law is to be known as the "Cooperative and Condominium Ombudsman Act" – conspicuously omitting homeowners associations from the mix. Curiously, the proposed bill defines "condominium" as a condominium or a homeowners association. The bill was originally proposed by State Senator Liz Krueger of Manhattan, where almost every building is either a co-op or condominium, which may explain why homeowners associations are neglected, ill-defined and misunderstood by the bill. If the bill is to become law, it should be altered to properly recognize the homeowners association as a common form of community association throughout most of the state, if not in Manhattan.

The bill purports to have the ombudsman serve both individual unit owners and Board members by providing a "neutral, informative and accessible resource available to all parties." Some of the outreach functions of the office would be to "educate and inform" community residents and Board members of their rights and responsibilities, prepare and publish educational and reference materials about community associations, and conduct meetings, workshops, conferences, etc. to disseminate information about community association living.

However, the ombudsman office is unlikely, in reality, to serve unit owners and Boards equally. Board members already have substantial resources at their disposal, should they choose to take advantage of them. Most Boards have the benefit of professional management, attorneys, accountants, and other professionals whom they can turn to for information and advice. Long Island community association Boards have CAI – both the national office and local chapter – as additional educational resources, and communities in up-state New York can take advantage of the Mid-Hudson and Western New York CAI chapters. New York City community association Boards have long been served by similar organizations, notably the Council of New York Cooperatives and Condominiums and the Federation of New York Housing Cooperatives and Condominiums, and a new CAI chapter in New York City is now in its formative stages.

It would seem, therefore, that community association Boards will not benefit greatly from the resources that an ombudsman might offer. On the other hand, the office of an ombudsman could be a boon to unit owners who feel wronged by their community Board. These individuals often do not have the financial or information resources to do battle with a community Board and the ombudsman's office might be well-suited to balance the playing field somewhat. The proposed bill directs that the ombudsman provide mediation, arbitration and other forms of alternative dispute resolution to unit owners, sponsors, Boards and even prospective owners (presumably whose purchase applications were denied by a co-op Board) and provides the ombudsman with the power to subpoena witnesses and documents.

Providing assistance to the unit owner who feels oppressed by his/her Board is not necessarily a bad thing. We have all heard stories, and maybe even were participants once or twice in such a story, of a Board going overboard in its treatment of a unit owner who may have inadvertently violated a rule or regulation. We have also all heard, and probably lived through, numerous other instances of unit owners who seemingly go out of their way to challenge Boards at every opportunity. Would an ombudsman office serve to encourage these chronic complainers by offering a sympathetic ear, quasi-legal advice or by compelling Board members to appear at an arbitration hearing, all at no cost to the complainer? Or will an ombudsman serve to deflate antagonistic unit owners by informing them that their complaints are baseless?

The proposed bill also indicates that the ombudsman will help

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reasonable with our rules by following the guidelines below. If you believe a rule fails the "reasonable" test, or there is no practical way to enforce the rule, then it would be wise for the Board to consider how to improve it.

• We should make every effort to enforce rules uniformly, taking into account the consequences.

• We should understand that developing a rule for the sake of having rules is unnecessary. Rules should be developed only if they're really necessary.

• All rules should be based on proper authority — either our governing documents or state or local law.

• We should endeavor to avoid developing rules that limit activities unless absolutely necessary. Remember our purpose for the rule is to try to ensure that each resident can enjoy the community free from the disruptive or harmful behavior of others.

• Rules should not be developed with the intent to punish anyone. We try to make rules that encourage understanding and compliance.

I hope your interaction with our Chapter will benefit you and your association as much as mine has with my community. Until next time, stay well, enjoy your time with your community, and hopefully we can help make your "watch" a more meaningful one. ■

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resolve disputes between individual residents. This is one area where community association Boards are often reluctant to get involved and are also ill-equipped to handle. Having an ombudsman to refer inter-resident disputes to could be a benefit to the warring parties while allowing Boards to avoid the fray.

The question must inevitably arise as to how our budget-strapped State government would find the funds to pay for the ombudsman and his/her staff as they crisscross the state in solving the myriad of problems that may arise. Look in the mirror for the answer, although this may be one of the least objectionable parts of the bill. The office is to be funded by a $6.00 per unit annual fee, which seems not too onerous – certainly not for the multi-million dollar co-op and condominium apartments on Manhattan's Fifth Avenue and Central Park West - but also not even for the more modest dwellings on Long Island and up-state. There are apparently enough condominium, co-op and HOA units throughout New York State that such an assessment could raise between four and seven million dollars annually for the ombudsman's office.[iii] Presumably, his/her staff will be able to travel the State in style.

One last power of the ombudsman deserves mention by virtue of its incongruity. While most provisions in the bill deal with the generalized issues of information dissemination and conflict resolution, the bill specifically empowers the ombudsman to attend and conduct Board elections if 15% of the voters in the community petition the office. And all costs to have the ombudsman monitor the election are to be paid by the community. How anyone arrived at the threshold of 15% is a mystery, but it appears to be a blatant manifestation of what is only an underlying current in the balance of the bill – a bias toward supporting and advocating for minority interests within a community. Where else can 15% of the votes in any community dictate procedures and incur costs?

While the bill purports to create a resource for all in the condominium / co-op / HOA community, it may most

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SAFETY AT RISK: DEFERRED MAINTENANCE AND ASSOCIATION LIABILITY

By Alan Seilhammer, Senior Vice President — Association Capital Bank

We've all seen what happens when a condominium or other type of community association fails to properly save for routine maintenance of its aging common elements. A roof that is missing some shingles, a building that is in desperate need of paint or stain, cracked sidewalks and parking lots that have been broken for so long that the green landscaping is beginning to take over. What we haven't seen too much of so far is the very real legal and financial repercussions to communities that create liability by not properly maintaining their common elements. In simple cases, it may be someone who tripped on a cracked sidewalk that has been neglected for years. In the most severe cases, injury or death can occur, leaving the association vulnerable to million dollar lawsuits.

Beyond assuring the association that there will be adequate monies in the Reserve Fund for maintaining, repairing, or replacing an association's common elements, New York state-based common interest community associations (homeowners associations ("HOAs"), condominiums and co-operatives) face serious legal consequences if safety issues arise from deferred maintenance or lack of planning to fund capital improvement projects. "The Board has a fiduciary responsibility to maintain the buildings. If that duty is breached and there is a loss or injury to human life, the consequences to the association can be quite substantial", says Attorney Joseph M. Walsh of Walsh & Walsh, LLP in Saratoga Springs.

Attorney Walsh continues, "Not only do the volunteer Board Members face potential liability for not addressing potential liability problems, the homeowner members have to be concerned about the prospect of unexpected increased assessments resulting from property damage or personal injury claims arising from unsafe conditions of the common property, especially if the common interest community's general public liability insurance limits are not sufficient to pay a money judgment awarded to an injured plaintiff.

The type of common interest community also has implications to the homeowner members. In New York, typically, HOAs are incorporated entities, usually under the Not-For-Profit Corporation Law, and the HOA typically owns the common interest or common property. In this scenario, the homeowners do not have a direct ownership in the common

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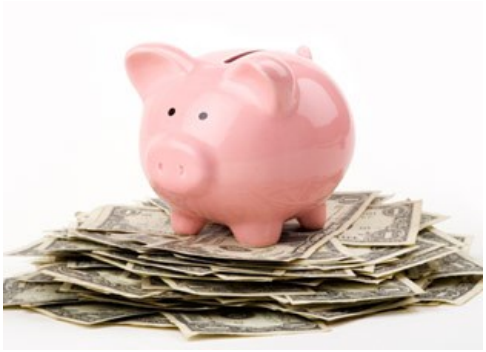
property, and therefore the potential for personal liability is minimal. Condominium associations, on the other hand, are unincorporated associations, and each condominium unit owner owns an undivided percentage interest in all of the common elements (the common property), and therefore, in theory, could have liability exposure. Thankfully, however, several recent New York court decisions have held that condominium unit owners cannot be held personally liable for injuries sustained on the common property or as a result of safety problems in the common property because the common property is under the control of the Condominium Board, and individual unit owners do not "control" the common property. Pekelnaya v. Allyn, 25 AD 30 111 (1st Dept 2005); Rothstein v. 400 East 54th St., 51 AD 3d 431 (1st Dept 2008)."



A proper Reserve Study is the tool that fiscally responsible Boards turn to when determining if they are setting aside enough money today for the capital improvement projects that will need to be paid for tomorrow. While it does not eliminate all of the guesswork from fiscal planning, the Reserve Study can be counted on to provide a blueprint for long-term success in maintaining and protecting the community association's common property. The Reserve Study, if followed properly, also assures unit owners that they are paying their fair share for use of the common property as they are being used. Finally, it is peace of mind for community associations in New York that they are doing all that they can to protect themselves from the headache of deferred maintenance and the heartbreak of lawsuits for not taking appropriate actions to avoid injuries or death from long-neglected capital improvement projects. ■

Alan Seilhammer, a Senior Vice President with Association Capital Bank, has been a lender providing financial assistance and guidance to condominium, HOAs and community associations for 15 years. Active nationally, Alan has a unique range of experience with many diverse association types both small and large. Alan is an active CAI educator, writer and social media enthusiast.

PROTECTING YOUR PROPERTY FROM A THREAT OF SPRING FLOODING

By Deborah Rashti, VP of Marketing and Sales, Servpro of Great Neck/Port Washington

This was some winter! And the deluge of water that fell from the sky on the last day of April was another example of Mother Nature's wrath. While we count on spring showers to bring us May flowers, we do not take too easily to the flash flooding that sometimes accompanies it. Last month's mudslide in Washington State that smothered almost an entire community is one of many examples of how dangerous spring flooding can be.

When rainwater overpowers drainage systems, basements are easily susceptible to flooding. Being proactive about keeping our gutter systems clear of debris is one of the simplest ways to minimize this possibility. Depending upon the surrounding landscape, you may need to do this more than a couple of times a year.

Unbeknownst to most people, flushing gutters with hose water after removing leaves is a necessary step to make sure debris is completely removed. Since gutters need to hold a tremendous amount of water during heavy rains, the best time to see if they are working properly is 15 minutes after the downpour while it is still raining.

Overflowing gutters near a home's foundation is not a good thing. While it may not necessarily cause flooding in a basement, this overflow can cause erosion around your foundation that could lead to cracking of walls and ceilings. Adding an additional spout or expanding the width of the spout can easily solve this issue.

While most of us do not like the esthetics of a spout that extends 10 feet from our home, it really is an excellent way to keep water away. Depressions of soil around the foundation of our home can be a red flag that there is a water problem. Catching this early can make a huge difference in the money you'll save from avoiding a cleanup from flooding.

Don't discount the risk of flooding coming from your sprinklers either. Not only do we not want sprinkler heads pointed at our home, but we also do not need more water after a significant rain. Adding more water to an already saturated property is opening yourself up to potential problems. Rain gauges serve an important purpose for our

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STEPS TO PUSH THE BANK

1 - Reduction of Interest for Delay

This is not so well recognized, but it is very real and associations should know it.

In a foreclosure action, the foreclosing lender is not permitted to pursue an action at its own pace, slowly, all the while accruing interest, sometimes at a very high default rate. The slower the foreclosure progresses the greater the quantum of senior debt ahead of the sums due the association, thereby tending to eliminate any equity or surplus that might exist for the association to claim. Case law, by the way, is clear on the point that a court has the authority to reduce or eliminate interest otherwise due to a foreclosing party if that party has volitionally or carelessly delayed the action.

Therefore, threatening to make a motion to reduce interest might have a salutary effect upon a foreclosing bank. If the threat does not achieve that result, an appropriate motion can actually be made. It is certainly something which can be considered.

2 - Motion to Dismiss Bank Foreclosure

There is a section of the New York practice statute which provides that a case can be dismissed by a court on its own, or upon motion (such as by an association) where a party unreasonably neglects to proceed in an action or otherwise delays in the prosecution of the case. To succeed with this venture there are hurdles to clear. First, the party seeking to dismiss (in our instance the association) must have either answered the foreclosure or appeared in it (hence our suggestion that at least an appearance should be interposed). One year of inactivity has to have ensued – hardly uncommon in bank foreclosures – and a written demand then has to have been sent, in a certain fashion, requiring the foreclosing party to resume prosecution of the case. (The association's counsel will need to know the intricacies of this procedure.)

The threat that a foreclosure pursued by a bank might actually be dismissed tends to get their attention and will usually at least get the case moving again.

3 - Payment by Bank of Association Fees

The basic problem of banks too slowly proceeding with their foreclosures to the detriment of community associations spawned a recent case where a judge in New York said that if the prosecution of the mortgage foreclosure action was not resumed, the court would demand that the foreclosing lender

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pay the accruing charges of the junior association. Whether this is good law is problematic at best, but it offers yet another threat or point to be made in a motion assaulting lack of progress in a bank foreclosure.

COLLECTING RENTS FROM DEFAULTING UNIT OWNERS' TENANTS

When a unit owner defaults in paying common charges and at the same time ceases to occupy the unit but rather rents it to garner the income, the Real Property Law provides a remedy to the condominium board of managers.

Where there is a non-occupying unit owner - defined by statute (RPAPL §339-kk) as one who does not occupy the dwelling unit - should such person rent to a tenant, but fail to remit payments for common charges, assessments or late fees for that unit within sixty days after any grace period to pay, upon notice to the non-occupying unit owner and the tenant, all rental payments due from the

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tenant are then directly payable to the condominium. When the tenant thereupon pays rent to the condominium, the tenant is then not liable for rent to the non-occupying owner. Importantly, because the tenants will ask, such payment is an absolute defense to any non-payment proceeding brought by the non-occupying owner against the tenant.

Meanwhile, existence of this remedy does not limit the rights of unit owners or the board which exists any other law or agreement.

While this is more for your counsel, pursuant to certain further statute this obligation of a tenant to pay rent to a condo is to be enforced by any party through what is called a special proceeding brought pursuant to CPLR Article 4.

In sum, when a unit owner defaults – and at the same time rents to a tenant – the condo should have the appropriate demand notice sent to the unit owner and the tenant. If the tenant then fails to pay, there is a good basis to sue. To be sure, fomenting litigation is hardly the goal, the point though being that there is remedy here.

CONCLUSION

There is a bit more to all of this and we certainly did not want to immerse you in mind-numbing minutia. And of course associations will know that their by-laws allow them to withdraw certain privileges from unit owners in an attempt to compel them to pay their bills.

But the ultimate point is that boards should be aware of the areas where self-help can be pursued. May it be suggested that boards best serve their needs by being aware of procedures and techniques. ▪

Bruce J. Bergman is a member of the law firm of Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., Garden City, New York and author of the four-volume treatise, "Bergman on New York Mortgage Foreclosures", LexisNexis Matthew Bender & Co. (rev. 2014). He may be reached at b.bergman@bhpp.com.

Long Island Chapter 2014 Events

Thursday, May 15th - 6:00 p.m.
"Legal Roundtable"
Fairfield at St. James - Community Clubhouse
1 Fairfield Drive, St. James

Thursday, June 12th - 3:00 p.m.
LI Chapter 3rd Annual "Nine & Dine" Golf Outing
Spring Lake Golf Club
30 East Bartlett Road, Middle Island

July — Venue, Date and Time TBD
"Summertime Social" Sponsored by M&T Bank

Thursday, September 18th - 6:00 p.m.
"Fraudulent Activities and a Board's Responsibilities"
Capital One Bank
275 Broadhollow Road, Melville

Saturday, October 11th - 9:00 a.m. to 3:00 p.m.
Annual Trade Show
Hilton Long Island
598 Broadhollow Road (Route 110), Melville

Thursday & Friday, November 6-7th
M-201 Fascilities Management Class
Belfor Property Restoration
60 Raynor Avenue, Ronkonkoma

Saturday, November 8h
Basic Essentials Class for Board Members
Belfor Property Restoration
60 Raynor Avenue, Ronkonkoma

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sprinkler systems and having them checked annually is in your best interest.

If water is penetrating your basement from a source that lies below ground level, you need an experienced water proofer who has an excellent reputation. This is a tricky problem as hydrostatic pressure can push water through hairline cracks for a multitude of reasons. A good diagnostician will identify why the water is coming in and what is needed to correct the problem. Don't even think about putting your basement back together BEFORE this is worked out.

As with anything, proper maintenance is key to minimizing costly repairs. As opposed to pipe breaks, basements flooded by rainwater are generally NOT covered by homeowners insurance. The amount of money involved in getting your basement back to pre-existing condition can be costly. Simple steps to maintain your home may require a commitment on your part, but may save you money in the end.

While it is hard to embrace our potential for flooding, keep in mind that much of the country is experiencing severe drought conditions and that brush fires are a very real threat to their communities. With careful planning, we can mitigate the potential loss of flooding due to heavy rains. Enjoy those spring flowers that we have waited so long to see. ■

Debbie Rashti is the VP of Marketing at Servpro of Great Neck/Port Washington. She may be reached at #516.767.9600 or at Debbie@servproofgreatneck.com.

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prominently provide disgruntled unit owners with a forum to voice, and gain support for, their gripes. While dissatisfied owners often deserve to have their voices heard and their arguments considered in good faith, the proposed ombudsman bill appears to provide too much authority to the office, with the potential to cause unnecessary expense and inconvenience for community Boards and Board members. An ombudsman with the mission of disseminating information, offering mediation upon consent of the parties, and election supervision when requested by the Board or a majority of the voters would be an effective method of promoting fairness in community association governance. Mandatory arbitration, subpoena power and a 15% threshold for the ombudsman to conduct elections are all provisions that will cause substantial disruption and animosity within the community without any concomitant benefits. Properly amended, the proposed bill could become a useful resource for community association residents and Boards. ▪

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[i] Common Ground, Volume XXX, Number 1, January/February 2014, p. 18.

[ii] Webster's New World Dictionary of the American Language

[iii] Memorandum in Opposition, Real Property Law Section, NYS Bar Association, May 5, 2011

community associations institute
LONG ISLAND CHAPTER
P.O. Box 221
Commack, NY 11725
www.cai-li.org