

FIGHTING THE LANDLORD

As if I had nothing better to do in the spring and summer of 1953, I found myself in a legal battle with my landlord. I had been living in apartment B63 at 783 Fox Street, the Bronx, since 1934, when my mother and I moved in. I was six years old. It was the depression. The apartment house, with 82 apartments, was the newest on the block. It had a large courtyard with a garden and an elevator. The landlord, Mr. Gordon, lived in the building, as did his nephew, Marvin, who became my friend. Mr. Gordon had set the rent at \$30 a month for the apartment, but because it was the depression, and he had few takers, and we needed a place to live, and he was a good guy, he agreed to charge my mother \$25 a month. And so the rent was \$25 from 1934 until 1951, when we were charged a 15% increase bringing our rent to \$28.75.

We had a new landlord, Mr. Lorber, who was granted a 15% increase in our rent. I felt that he deserved it, especially since the apartment was supposed to have been rented for \$30 in 1934, and costs had gone up considerably, and it was no longer the depression. The following year, we received a new refrigerator for which we paid an additional \$3 a month. Our rent was now \$31.75. I could go along with that, too. Thank the Lord and the "Temporary State Housing Rent Commission" that it wasn't more.

Then in April 1953, a new landlord, Mr. Haskell, who knew not Gordon, decided he wanted to increase our rent, and came up with the scheme of charging us \$2 a month for a television antenna. He may well have charged every tenant \$2 as a way of squeezing more money out of the building. At this time, there were TV antennas springing up all over roofs in New York. It was a sight to behold. A very ugly sight. However, we did not have a TV antenna on the roof, and did not intend to put one up. In fact, we did not have a TV, and did not intend to buy one.

We therefore refused to pay Mr. Haskell an additional \$2 a month. However, the 1953 Rent Law allowed an increase in rent if there was an increase in dwelling space or services. Mr. Haskell and his lawyer interpreted allowing us to put up a TV antenna as an increase in services. On April 26, we were notified that as of May 1, our rent would be \$33.75 per month. We filled out a Form 23, then a Form 60 to complain of an overcharge.

On June 4, I received a postcard with a Docket number regarding our complaint. On June 14, I was notified by the Bronx Municipal Court that my rent would be \$33.75 a month. The next day, the Rent Commission informed us that the maximum rent is \$33.75, which "includes right of tenant to install TV aerial." I was told that I was entitled to appeal, so I appealed on July 3. Three weeks later, the landlord argued, in response to my appeal, that he only owned the premises since February 1953. I was not sure how that was relevant, but more to the point, the Rent Commission found the \$2 charge to be valid.

The final document, dated Sept. 21, 1953, and signed by State Rent Administrator Joseph D. McGoldrick, found against me on a technicality. Administrator McGoldrick said that the order increasing the maximum rent was issued May 28, "but no protest was filed within 30 days of that date. A review cannot now be obtained of the said order." Administrator McGoldrick then dismissed my protest. Damn! I shrugged and gave up.

I looked through all my papers and was unable to find any record of a May 28 decision. The first I heard of an increase was June 14, and then June 15, but no May 28 notice. July 3 is less than

30 days after June 14 and June 15. I really do believe my protest was timely. But by September, I figured I had had enough. I had a file folder filled with lots of legal papers. It cost my landlord more in lawyer's fees than he was going to get from the \$2 rent increase. I also felt that in 1953, \$33.75 for my apartment was a heck of a bargain. We kept that apartment until 1957. Twenty-three years is a long time to live in one place, and only have a rent increase of \$8.75.

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