

Tenants file age-bias suit against Antares

By Hoa Nguyen
Staff Writer

GREENWICH — A group of seniors embroiled in a long-running dispute over the condominium conversion of the Greenwich apartment complex has filed age discrimination complaints against landlord Antares Real Estate.

About 30 seniors and disabled tenants living in Greenwich Place, formerly known as Putnam Green, filed complaints in July with the Commission on Human Rights and Opportunities asking the state to investigate

their claims that Antares is discriminating against seniors and the disabled by seeking "huge" rent increases from those tenants, lawyers and officials said.

"The CHRO is often used to investigate discriminatory practice in the employment context and housing context," said Stamford lawyer David Rubín, who filed the complaint on the tenants' behalf. "It was a natural avenue to explore."

Antares, however, argues that the claims are "baseless" and that CHRO has no jurisdiction

in the matter because of ongoing litigation between tenants and the developer.

These tenants are part of a larger group of tenants that has been locked in litigation with Antares since January in state Superior Court over unfair rent increases. A subset of tenants recently retained Rubín as their new lawyer, hiring him to file a complaint with the CHRO in parallel with their lawsuit.

A CHRO complaint triggers a separate and independent state investigation into whether a landlord is illegally discriminating against a protected class. In this case, seniors and the disabled.

"I'm hoping to get an investigation that determines that there has been a pattern of discriminatory conduct against these seniors individually and cumulatively," Rubín said, alleging that Antares singled out the disabled and seniors with rent increases designed to make them move from their units. "It becomes more obvious that the huge rent increases are designed to force seniors out of their homes and it's tantamount to proactive eviction."

Antares called the CHRO complaint "unproductive."

"We believe these claims are baseless and could not be further from the truth," the company said in a statement yesterday. "This is an unproductive legal tactic by plaintiffs lawyers, which does not serve the real interests of their clients. Antares is committed to working with all of its tenants to reach fair and equitable rent increases. In fact, over the last couple of months, we have reached amicable agreements with many senior tenants outside of the courts. We continue to hold this door open and genuinely hope we can come to a quick resolution with these remaining tenants."

Antares bought Greenwich Place and Greenwich Oaks, formerly known as Weaver's Hill, last year with the intention of renovating and individually selling the 396 units. More than 150 tenants pooled their resources and hired Greenwich lawyers John Vecchiolla and John Meerbergen to sue Antares in January in state Superior Court in Norwalk.

The lawsuits accused the developer of improperly notifying tenants of the condominium conversion and trying to unfairly raise rents for the disabled and seniors. Under state law, seniors 62 or older and the disabled can continue renting their units for the rest of their lives at a fair rent.

Since the suits were first filed, most of the tenants have dropped out of the legal fight. Nearly all of the younger, non-disabled tenants have either moved, been evicted or negotiated new lease terms with Antares with the understanding they will likely have to move when their leases run out.

Among the seniors and disabled who dropped out of the lawsuit, some have died, a few have purchased their units and others have agreed to voluntarily move out or negotiate new lease

terms with Antares. About 60 seniors and disabled tenants are left in the lawsuit.

These remaining tenants are primarily fighting Antares' attempt to raise rents by an average of 27 percent at Greenwich Place and 47 to 100 percent at Greenwich Oaks. The disabled and seniors said those rent increases were excessive while Antares said the increases were necessary to pay for construction improvements.

The developer also argued it was raising traditionally low rents, ranging from \$1,200 to \$3,600 a month, at Greenwich Place and Greenwich Oaks, to be more in line with other comparable complexes in town.

In the Superior Court lawsuit the judge is empowered to determine whether the proposed rent increases are reasonable and make changes if they are not. To do that with a CHRO complaint, however, the tenants must prove that a landlord's conduct discriminates or has the practical effect of singling out and discriminating against the disabled and seniors, said Raphael Podolsky, staff lawyer for the Legal Assistance Resource Center of Connecticut in Hartford, who is not involved in the case.

"If you can prove the rent increase is unreasonable, you can usually have the rent increase knocked down," he said. "In the CHRO complaint, it's not just a matter of proving the rent increase is unreasonable, you have to take another step and prove that it has a discriminatory impact on one class."

Donald Newton, manager of field operations for the CHRO, said he could not discuss the complaints because they are still under investigation, but he acknowledged the case was unique.

"It is unusual that we would get a large block of complaints simultaneously," he said.

While Rubín now represents the Greenwich Place tenants, Vecchiolla and Meerbergen still represent tenants at Greenwich Oaks. A representative of Greenwich Oaks tenants said they are considering hiring Rubín to file similar CHRO complaints on their behalf.

Vecchiolla declined to comment about Rubín's chances with the CHRO but said he believed the tenants have the best chance of getting their rents reduced by forcing Antares to negotiate a settlement.

"If you can negotiate a one-, two- or three-year lease, you would be better off rather than having the court decide," Vecchiolla said.

About 20 Greenwich Place seniors have already negotiated new four-year leases with Antares, Vecchiolla said, adding that their settlement allows rents to increase by 5 percent the first year, 7 percent the second year, 9 percent the third year and 11 percent the fourth year. If the tenants move after two years, they will receive \$5,000 that will go toward moving expenses and after four years, they receive \$2,500 in moving expenses. After four years, tenants have to renegotiate the lease, Vecchiolla said.