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Q & A

By JAY ROMANO

Fixing a Hole in the Ceiling

Q The unoccupied co-op upstairs from me is being renovated, and the workers created a hole in my bathroom ceiling. Who is responsible for fixing it? I don't want the contractor working upstairs to work on my place. If I hire someone to fix it for me, am I entitled to a reimbursement?

A "The proprietary lease should be reviewed to determine liability," said Barry Mandel, a [Manhattan](#) co-op and condominium lawyer. "It is likely that the co-op, the owner of the upstairs apartment and the contractor are all potentially liable for the damage."

It is also likely that there is an alteration agreement between the owner of the upstairs unit and the co-op, under which the co-op is to be reimbursed by the upstairs owner for any amount it may have to pay. If the owner of the damaged unit has insurance, a claim can be made with his insurance company, which can seek reimbursement from the other parties.

"There is no obligation to use the contractor who is doing work in the upstairs apartment," Mr. Mandel said. "My suggestion is that the cost of the repair work be ascertained and submitted to all three responsible parties."

Updating a Kitchen in a Stabilized Unit

Q I've lived in a rent-stabilized unit for over 30 years. The kitchen is

basically the original from when the building was erected. Can I request that the landlord update the kitchen, or can I do so myself? Would that jeopardize my status as a rent-stabilized apartment tenant?

A “A tenant has the right to request that the landlord repair any defective items in the kitchen,” said David Ng, a Manhattan lawyer who represents tenants. “The tenant is not required to pay a rent increase for these repairs.”

However, Mr. Ng said, if the tenant’s request is for a new kitchen and the replacement of all old appliances, the landlord can charge a rent increase equal to one-fortieth of its costs (or one-sixtieth of costs if there are more than 35 apartments in the building).

“If the landlord refuses to renovate the kitchen,” Mr. Ng said, “the tenant’s right to remodel depends on the lease terms. And most rent-stabilized leases prohibit any alterations without the landlord’s written consent.”

Private Use of a Public Area

Q I live in a condominium. The board has allowed one of the unit owners to move old furniture into what was a public room but is now locked. Can the board allow this in public areas of the building?

A Probably not, said Alexander Suslensky, a Manhattan co-op and condo lawyer. Although boards have wide latitude in making decisions for the condominium, he said, those decisions must, among other things, be “for the benefit of the condominium.”

The issue here is whether the unit owner is being allowed to use common elements for “exclusive storage space,” Mr. Suslensky said. “And it’s difficult to see how allowing one unit owner to use common areas for personal and exclusive storage space would benefit the condominium.”

If the board allowed the unit owner to use this common area, the governing documents would have to be amended. An amendment typically must be

approved by unit owners holding at least two-thirds of the common interests in the condo.

Email questions to realestateqa@nytimes.com. Answers can be given only through the column.