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BEWARE CROMAN (A.K.A. 9300) REALTY!!

A BLOG PROVIDING INFORMATION ABOUT MANHATTAN LANDLORD CROMAN REALTY, ALSO KNOWN AS 9300 REALTY INC. WRITTEN BY FORMER CROMAN TENANTS FOR PROSPECTIVE CROMAN TENANTS.

FRIDAY, AUGUST 14, 2009

Our Experience with Croman

In this post, I aim to convey aspects of our 4-year experience with Croman that prospective tenants may find useful in deciding whether to rent from Croman/9300. I encourage other tenants / past tenants to submit their own stories.

Erroneous Late Notices

Rent is due by the 5th of each month, and our payments were timely submitted (and deposited by Croman) each month for four years. Nevertheless, most months we received a statement from Croman alleging that we owed them more rent and late fees. On occasion, they even threatened legal action. These erroneous bills were especially horrible to deal with because the chance of actually getting a Croman employee on the line (other than the receptionist) is very low. Most months, we had to waste time making many phone calls and leaving multiple messages to set the record straight. Ultimately I sent an email to a Croman employee alerting him to this pattern of erroneous late notices and insisting that they cease immediately. Unsurprisingly, they did not.

The following is the April 2009 email:

**

I am writing in regards to a late notice received for the apartment at []. The notice says we are delinquent for the payment due April 1st of this year for the amount of \$2.345.

This notice is in error. The rent due for that month cleared each tenant's bank account by the due date. Moreover, I have called the Accounting Office several times to deal with this matter in a timely fashion. **No one is ever available.** I understand that you are all very busy, but **we have received a similar letter almost every month despite the fact that we have never been delinquent with payment.**

We have advised you many times to stop sending erroneous late notices to our apartment. Yet despite our best efforts to notify you of

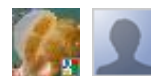
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this continuing problem, you have done nothing to make the problem go away. **This is unacceptable.**

Please let me know when you successfully remove this charge.

Thank you.

**

It's unclear whether these notices were merely the result of incompetence, or whether Croman actually intended to extract money from us that we didn't owe. We do know, however, that Croman sent similar notices to our neighbors (who also claimed they timely paid) on a regular basis. Needless to say, no landlord should harass its tenants in this manner.

Moving Out of the Apartment

When we moved out, we coordinated with Croman regarding their responsibilities to the new tenants. They informed us that they had to come clean and paint the apartment by a particular time. We vacated the apartment at a mutually agreed-upon time, 3:00 PM on the last day of our lease. However, when we returned to the apartment several hours later to see if anyone had come, we discovered it untouched.

This wouldn't be remarkable if not for what they told us later. In discussions about the return of our security deposit, a Croman employee alleged that we had vacated the apartment "late." This was plainly a lie, because we left before 3. In addition, the agent to whom we spoke told us that Croman's repair people had worked from "noon to 2 AM" on the last day of our lease. We know for a fact that the repairs did not start until some time after 5-6:00 PM, which is when we returned to the apartment and discovered that no one had yet come to perform repairs.

Croman's agent further claimed that because we had vacated late, they were forced to credit the new tenants with three days' rent (because workers had to come in to work for three days at the beginning of their lease). We contacted the new tenants to see whether they had heard they were being credited three days' rent. They had not. They also told us that they had no problem moving in on time.

We don't know why Croman brought up our "late" departure from the apartment, but their obvious lies / misrepresentations are something that no tenant should have to deal with.

Return of the Security Deposit - Interest Payments

When we received our security deposit, it reflected no interest. Under applicable law, if a building in New York has six or more units, the

