

ATTORNEY GENERAL OF THE STATE OF NEW YORK POUGHKEEPSIE REGIONAL OFFICE	
In the Matter of	
Investigation by LETITIA JAMES, Attorney General of the State of New York, of	Assurance No. 25-016
Greg Karian & John Karian, Respondents	

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to the New York State Human Rights Law (NYSHRL) § 296(5), 297, and Executive Law § 63(12) of the respondents Greg Karian and John Karian (collectively and individually, “Respondents”)’s unlawful discrimination against prospective tenants on the basis of their lawful source of income. This Assurance of Discontinuance (Assurance) contains the investigation’s findings and the relief agreed to by OAG and Respondent (collectively, the “Parties”).

A. DEFINITIONS AND RULES OF CONSTRUCTION

1. As used throughout this Assurance, the terms below are defined as follows:
 - a. “Effective Date” means April 9, 2025.
 - b. “Housing Subsidy” means any federal, state or local government-issued housing subsidy or benefit, including the Section 8 housing choice voucher program, Section 8 housing certificate program, and the Section 8 program, administered pursuant to 42 U.S.C. § 1437 et seq. The terms Housing Subsidies, Government Vouchers, and Housing Vouchers, are used interchangeably herein.
 - c. “Lawful source of income” is defined to include “child support, alimony, foster care subsidies, income derived from social security, or any form of federal, state, or local public assistance or housing assistance including, but not limited to, section 8 vouchers, or any other form of housing assistance payment or credit whether or not such income or credit is

paid or attributed directly to a landlord, and any other forms of lawful income." N.Y. Exec. Law (NYSHRL) § 292(36).

2. Terms of construction:

- a. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
- b. "All" and "Any" mean "any and all."
- c. "Concerning" means relating to, referring to, describing, evidencing, regarding, reflecting, or constituting.
- d. "Including" means without limitation.
- e. The singular includes the plural and the plural includes the singular.
- f. "Respondents" refer to Greg Karian and John Karian individually or jointly.

B. THE OAG'S FINDINGS

1. Respondents Greg Karian and John Karian are individuals residing in Albany County, New York.
2. Respondents own, manage, or operate around twenty-four rental units in buildings located in Glenmont, Albany, and Troy.
3. Respondents are a covered housing provider and each is a person under the New York State Human Rights Law (NYSHRL).
4. In 2024, OAG learned that Respondents have engaged in a pattern or practice of source of income discrimination against voucher holders in violation of NYSHRL.
5. The OAG finds that Respondents have discriminated on the basis of source of income, in violation of N.Y. Exec. Law § 296(5)(a)(1), by refusing to rent, lease, negotiate, or otherwise by denying or withholding housing accommodations to prospective tenants because the prospective tenant intended to pay for some or all of the rent with Housing Subsidies.
6. The OAG finds that a prospective tenant made a telephone inquiry in or about August 2024 about a vacancy in Respondent's apartment complex in Glenmont,

NY. When the prospective tenant asked if he would be able to use a Section 8 Voucher to pay his rent, Respondent stated, "we do not take Section 8 here," and denied the opportunity to rent the vacant unit to the prospective tenant.

7. Respondents have also circulated or caused to be circulated advertisements for rental dwellings wherein Respondents directly expressed a limitation on the basis of source of income, by outright stating that Respondents do not accept Section 8, in violation of Exec. Law § 296(5)(a)(3), in a listing posted on or around August, 2024, on www.craigslist.com for a unit located in Respondent's Glenmont complex, or indirectly expressed such a limitation by stating that Respondent does not accept "third-party payors," in violation of Exec. Law § 296(5)(a)(3), in a listing posted on www.trulia.com and www.hotpads.com, on or around August of 2024 for a unit located at 20 Winne Pl., Glenmont, NY, on www.forrent.com and www.apartments.com for another unit located at 20 Winne Pl., Glenmont, NY.
8. Respondents' leases provide for a late fee of \$100 in violation of Real Property Law § 238-a(2).
9. The OAG finds that the conducts described above were repeated, persistent, and widespread.
10. Respondent agrees to the findings contained in paragraphs 1 through 9 above.
11. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Exec. Law § 63(15) in lieu of commencing a special proceeding for violations of Exec. Law § 296(5) and Exec. Law § 63(12) based on the conduct described above that occurred from July 2019 to September 2024.

IT IS HEREBY UNDERSTOOD AND AGREED UPON, by and between the Parties:

C. RELIEF

General Provisions

12. Respondents must comply with all applicable laws.
13. Respondents and all of Respondents' agents, employees, contractors, successors, and all other persons acting in concert with or on behalf of Respondents or otherwise acting in Respondents' direction or control, are permanently enjoined from violating NYSHRL. Respondents expressly agree and acknowledge that any such conduct is a violation of this Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated by this Assurance, in addition to any other appropriate investigation, action, or proceeding.

Programmatic Relief: Non-Discrimination Policy and Notice to the Public

14. Within thirty days of the execution of this Assurance, Respondents must distribute or cause to be distributed a non-discrimination policy, stating that Respondents comply with all applicable local and federal fair housing laws, including the NYSHRL's lawful source of income provisions, to its employees, supervisors, and agents who are under Respondents' control or direction and who have responsibility for responding to inquiries, showing, renting or contracting, managing, supervising, or otherwise operating any dwelling on its behalf, such as brokers and salesperson. Respondents must include this non-discrimination policy in all housing application materials.
15. Within thirty days of the Effective Date, Respondents must post an "Equal Housing Opportunity" sign at any residential rental property under Respondent's control. The sign must be in English and Spanish, but additional languages are permitted. The sign must be placed at a well-lit location. The sign must be at least eleven inches by fourteen inches (11" x 14") and contain the contact information for the U.S. Department of Housing and Urban Development (HUD) and the New York State Division on Human Rights (DHR). Upon posting, Respondents shall submit proof of postings by certification or affirmation in writing, under penalty of perjury, and signed by Respondents, or an affirmation or certification by counsel, along with a photograph of such signage.

16. In any advertisement or listing or social media posting or any publication of vacancy of Respondents' rental property, and in any rental application and lease—Respondents must include either: (1) a fair housing logo and the words “Equal Housing Opportunity Provider,” or (2) the words “We are an Equal Opportunity Housing Provider. We do not discriminate based on race, color, national origin, religion, sex, or other protected classes under the law.” The logo and the required language must be legible and prominent. Respondents must include in any listing or advertisement that government housing subsidies are accepted.
17. Respondents agree to refrain from using income and credit score as criteria for determination of any rental application of any applicant who has been approved for and intends to use any Housing Subsidy.

Programmatic Relief: Training and Education

18. Within ninety days of the Effective Date, any person under Respondents' control with responsibility for responding to inquiries, showing, renting, or contracting, managing, supervising, or otherwise operating any dwelling on its behalf must attend training on this Assurance and the NYSHRL, including the law's provisions relating to lawful source of income. The trainer or training entity must be qualified to perform such training, must not be an employee of Respondents, and is subject to OAG's approval. Respondents agree to provide the OAG a proposed training agenda and materials thirty business days ahead of the training. The OAG agrees to not unreasonably withhold approval of any fair housing trainer proposed by Respondents. Respondents must bear the cost of the training. This training may be live, remote, or pre-recorded video. Within thirty days of the completion of such training, Respondent must provide the OAG with a list of attendees by name, date attended, and title of each attendee, if any.

Programmatic Relief: Reporting and Document Retention Requirement

19. Respondents must notify the OAG when any change is made to Respondents' rules or practices related to government subsidies, including but not limited to credit score criteria and income tests, within thirty days of such changes. Respondents can satisfy this reporting requirement with a certification or affirmation containing sufficient information to apprise the OAG of the events.
20. Respondents must preserve all records that relate in any way to its compliance obligations under this Assurance. Any such records must be available to the OAG for inspection and copying upon thirty days' notice or be provided to the OAG.
21. Respondents must provide the OAG with copies of the application, lease, and renewal lease, of any applicant or tenant who receives Housing Subsidy, within thirty days of any application and initial and renewal offer.
22. The reporting and document retention requirements have the limitation of three years from the Effective Date, unless an extension to the Rent Up obligation as set forth below is agreed upon, in which case the limitation will be the expiration of the newly agreed upon deadline for Rent Up.

Programmatic Relief: Outreach and Rent-Ups

23. In lieu of civil penalties payable to the State of New York and a larger monetary restitution that could have been imposed, Respondents agree to a program as detailed below of affirmative outreach and rental of available apartments to Housing Subsidy holders, providing voucher holders with meaningful opportunities to rent Respondents' apartments.
 - a. Within one year of the Effective Date, Respondents agree to rent at least three dwelling units to an applicant using a Housing Subsidy. The dwelling unit rented or the tenancy created pursuant to this provision is referred to as "Rent Up." Respondents must make any rental unit under Respondents' control available for Rent Up.

- b. Respondents must not use a minimum income or credit score cut-off to screen out any applicant with any Housing Subsidy, including federal Section 8 voucher.
 - c. Absent good cause as defined in article 6-A of Real Property Law, Respondents must renew any Rent Up tenancy for at least one additional one-year term following the initial term, provided the Rent Up tenant elects to renew. Renewal offer pursuant to this paragraph must be sent to the tenant at least ninety days prior to the expiration of the lease. Respondents acknowledge that the Good Cause Eviction law as contained in article 6-A of Real Property Law may require continued renewal offers where applicable and required by law.
 - d. Compliance with the obligations set forth in this paragraph does not relieve Respondents of their ongoing obligation to lease vacant units without discriminating on the basis of the applicant's lawful source of income.
 - e. Respondents must cross-list any Section 8 eligible vacancies on the website of United Tenants of Albany, <https://www.utalbany.org>, and notify relevant public housing authorities of any vacancies eligible for Section 8.
24. If Respondents believe they cannot meet the Rent Up obligations within the time specified in this Assurance, Respondents may request an extension of six additional months to meet the three unit Rent Up requirement. Any request must be submitted as an affirmation by Respondents or Respondents' counsel at least thirty days prior to the expiration of the deadline.
25. For up to three years from the Effective Date, OAG may grant an extension of time to comply with the Rent Up requirement if it finds, based on the application described above, that Respondents took reasonable and good faith steps to comply with the obligation to rent at least three units to Housing Subsidy holders. Respondents may show reasonable and good faith efforts to comply by a showing of:

- a. Lack of eligible vacancy; or
- b. Voucher holder rejecting the apartment after being approved; or
- c. Voucher holder rejected for a non-discriminatory reason.

26. The discretion to grant an extension lies exclusively with the OAG, but the OAG will not unreasonably deny such request.

Programmatic Relief: Leasing Policy Reform

27. Respondents' lease must not provide for a late fee of more than five per cent of the monthly rent or \$50, whichever is lower. Only one late fee may be charged per month.

28. Within thirty days of the Effective Date, Respondents must provide the OAG with an affirmation stating that Respondents did not demand or accept from any tenant a late fee of more than five per cent of the monthly rent or \$50 from June 14, 2019 to now.

Monetary Penalties and Restitution

29. Respondents agree to pay to the State penalties, restitution, and fees of \$9,000 (Monetary Relief). Simultaneous with the signing of this Assurance, Respondents are paying \$3,000 by personal check, subject to collection. However, based, in part, on Respondents' continued cooperation with the OAG, the OAG agrees to suspend payment of \$6,000, provided that Respondent complies with the terms of this Assurance.

D. MISCELLANEOUS

Subsequent Proceedings

30. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of this Assurance, or if the Assurance is voided. Respondents agree and acknowledge that, in such event:

- a. Any statute of limitations or other time-related defenses are tolled from and after the Effective Date of this Assurance;

- b. The OAG may use statements, documents, or other materials produced or provided by Respondent;
- c. Any action or proceeding must be adjudicated by the courts of the State of New York, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- d. Evidence of a violation of this Assurance constitutes prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

31. If a court of competent jurisdiction determines that Respondents have violated the Assurance, Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effect of the Assurance

32. Any failure by the OAG to insist upon the strict performance by Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by Respondent.

Communications

33. All notices, reports, requests, and other communication pursuant to this Assurance must reference Assurance No. 25-016, and shall be in writing and shall, unless expressly provided otherwise herein, be given by electronic mail at the email address designated below:

If to the OAG, to:

Christopher Lee, AAG
NYS Attorney General's Office
1 Civic Center Plaza, Ste 201
Poughkeepsie, NY
christopher.lee@ag.ny.gov

or, in his absence, to the person holding the title of Assistant Attorney General in Charge of the Poughkeepsie Regional Office.

If to Respondent, to: Donald Boyajian
Attorney for Respondents
75 Columbia Street
Albany, NY 12210
dboyajian@dblawnny.com

Representations and Warranties.

34. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Respondents and their counsel, and the OAG's own investigations as set forth in its findings above. Respondents represent and warrant that Respondents have not made any materially inaccurate or misleading representations to the OAG. If any material representations by Respondents or Respondents' counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.
35. No representations, inducements, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondents or OAG in agreeing to this Assurance.
36. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved.

General Principles:

37. Unless a term limit for compliance is otherwise specified within this Assurance, Respondents' obligations under this Assurance are enduring. Nothing in this Assurance shall relieve Respondents of other obligations imposed by any state or federal law or regulation or other applicable law.
38. Respondents agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance

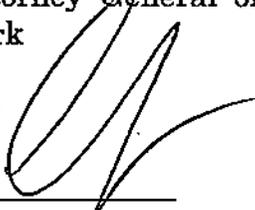
or creating the impression that the Assurance is without legal or factual basis, except to the extent necessary to defend itself in civil litigation or administrative proceedings.

39. Nothing contained herein shall be construed to limit the remedies available to the OAG if Respondents violate the Assurance after the Effective Date.
40. This Assurance may not be amended except in writing.
41. If any provision contained in this Assurance for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.
42. Respondents acknowledge that this Assurance is entered into freely and voluntarily and upon due deliberation with the advice of counsel.
43. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of law principles.
44. This Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.
45. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

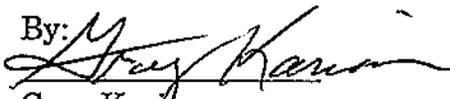
Letitia James

Greg Karian & John Karian

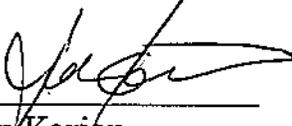
Attorney General of the State of New
York

By: 

Christopher Lee
Assistant Attorney General
Poughkeepsie Regional Office
The Capitol
Albany, NY 12224

By: 

Greg Karian
40 Glennon Rd.
Albany, NY 12210

By: 

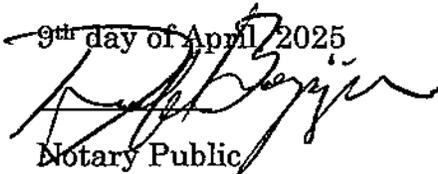
John Karian
40 Glennon Rd.
Albany, NY 12210

State of New York)
) ss:
County of Albany)

On this 9th day of April, 2025, Greg Karian, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he executed the within instrument by his signature on the instrument.

Sworn to before me this

9th day of April, 2025



Notary Public

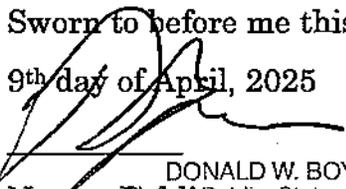
DONALD W. BOYAJIAN
Notary Public, State of New York
Qualified in Saratoga County
No. 02BO6066062
Commission Expires Nov. 5, 2025

State of New York)
)
County of Albany) ss:

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Sworn to before me this

9th day of April, 2025



Notary Public DONALD W. BOYAJIAN
Public, State of New York
Qualified in Saratoga County
No. 02BO6066062
Commission Expires Nov. 5, 2026