

# **Document Packet**

## Getting Rent Arrears Assistance

Kat Meyers, Esq.  
Staff Attorney - Tenant Rights Campaign  
The Legal Aid Society  
Bronx Neighborhood Office

Presentation to the Bronx Health Housing Consortium  
The Brook Supportive Housing Residence  
455 E. 148<sup>th</sup> St. at Brook Avenue  
Bronx, New York 10455

November 10, 2015  
2:30 - 5:00 p.m.

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**LETTER TO CENTER WHEN YOU HAVE 30 OR MORE DAYS TO PAY BUT HIGH ARREARS**

January 21, 2014

By e-mail: [pluviosew@hra.nyc.gov](mailto:pluviosew@hra.nyc.gov)  
Wedley Pluviose  
Director of Rental Assistance Unit  
Human Resources Administration  
180 Water Street  
New York, New York

Re: Maria Cruz family  
and Hector Gonzalez  
Case Number 12345678-1

Dear Mr. Pluviose:

I am writing to ask that you assist my client Maria Cruz and her uncle Hector Gonzalez are applying for a rent arrears grant. Maria Cruz lives with her two minor children, ages 10 and 13 their home of 15 years, a three bedroom rent stabilized apartment that costs only \$732.15/m. Her Uncle, Hector Gonzalez, who is a retired, disabled senior citizen, also resides with the family. Without a prompt approval of a rent arrears grant for \$4000 for all rent due through January, they can be evicted as early as February 28, 2014.

Ms. Cruz fell behind on her rent of \$832.15 per month because her husband abandoned her and the children last January and she was out on disability leave from July to December. While Ms. Cruz was on disability leave she received State benefits that were one third of her old income. A copy of the disability papers and income are attached. For a time, Ms. Cruz drew on savings to keep current with her rent, but after they were exhausted she began to fall behind.

Ms. Cruz returned to work on January 15, 2014 where she earns minimum wage and recently started getting child support payments and SNAP. A letter from her employer is attached as she has not received her first paycheck. Also attached are the child support order and SNAP budget letter. She also brought her disabled uncle, Hector Gonzalez, age 65, into her home when he was evicted from his apartment in October where the rent was a \$1000/m. Mr. Gonzalez is going to pay \$200 each month toward the rent from his SSD/SSI check. He has deposited with The Legal Aid Society a money order for \$200 towards February rent. A copy of the money order and his award letter are attached. Ms. Cruz's mother who is on a fixed income and cannot afford to give more, has provided a money order of \$532.15 for February rent and that has also been deposited with us.

It would be disastrous for Ms. Cruz and her children to lose their home of so many years after having been abandoned a year ago. They would have no chance to find other housing that is similarly affordable to this current apartment, which is rent stabilized. Moreover, Mr. Gonzalez suffered a stroke and must see his doctors frequently for physical therapy. He is fortunate that all of his doctors are within walking distance of his current apartment.

**Commented [S1]:** State some special facts about your client(s): 1 family w/ minors, 1 family w/ senior, disabled person, long tenancy, large apartment, rent stabilized, inexpensive rent.

**Commented [CL2]:** Also note the deadline in the first paragraph and the amount that is due.

**Commented [CL3]:** Why the client fell behind may be relevant to a recoupable or a non-recoupable grant, and as a practical matter you are always going to need an explanation to show the circumstances have changed so it unlikely to continue.

**Commented [S4]:** Attach documentation of the income.

**Commented [S5]:** It is always best to have at least one month of rent on deposit when applying for a one time grant to show future ability. Here we are demonstrating that the applicant has already reached out to family for help.

**Commented [CL6]:** It is important to answer the implicit question "why can't these folks just move?"

I am sending you a copy of the stipulation in Ms. Cruz's Housing Court case. As you will see, the case was settled for \$4,000 as all rent due through January 31, 2014. Please note that because Mr. Gonzalez is an SSI recipient, he is entitled to receive an EAA grant for his portion of the arrears and Ms. Cruz's income is below 200% of poverty and the abandonment by the husband and her subsequent disability were unforeseen circumstances so they are entitled to receive an EAF grant.

**Commented [CL7]:** Don't forget to send the court stipulation or other proof of what is owed.

**Commented [S8]:** If you have clear facts to demonstrate entitlement, be explicit as to the grants you are seeking.

Thank you in advance for any assistance you are able to provide regarding this matter. I can be reached by e-mail at [scbahn@legal-aid.org](mailto:scbahn@legal-aid.org) or phone at 718-422-2772.

**Commented [S9]:** Don't forget contact info.

Sincerely,

Susan C. Bahn  
Senior Staff Attorney

cc: Ms. B. Jones, Administrative Assistant to the Director  
Ramona Medina, Deputy Director, RAU

**Commented [CL10]:** The AA to the Director should be your main contact at the Center.



Date: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
Case Name: \_\_\_\_\_

**Request to Pay Rent Arrears in Excess of Public Assistance Maximum Shelter Allowance**

I, \_\_\_\_\_, am requesting assistance to pay rent arrears to avoid eviction.  
(Name)

I understand that my rent is in excess of the public assistance maximum shelter allowance for my household size.

I understand that in order to have this request approved, I must provide documentation showing how future rent payments will be made, including a statement from a third party that will help me pay my rent.

I understand that the rent arrears payment will be made in the form of a check made payable to my landlord.

If any of the rent arrears advanced to me duplicates assistance previously given to me by the Human Resources Administration, I agree to the recoupment of such portion of the arrears payment.

Applicant/Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Agreement by Third Party to Pay Excess Rent**

I, \_\_\_\_\_, Social Security number \_\_\_\_\_, affirm that:  
(Name)

I agree to pay the excess rent in the amount of \$ \_\_\_\_\_ for the apartment occupied  
by \_\_\_\_\_ at \_\_\_\_\_,  
(Applicant/Participant's Name) (Applicant/Participant's Address)

effective \_\_\_\_\_. The payment will be made directly to the:

- aforementioned applicant/participant
- landlord (name and address):

My income, indicated below, is sufficient to meet all of my expenses as well as the excess rent payment.

Monthly household income: \_\_\_\_\_ Shelter expense: \_\_\_\_\_

The proof of income I am submitting is:

- Pay stubs, W-2 form and /or letter from employer on employer's stationery from:

\_\_\_\_\_  
(Employer's Name and Address)

- Proof of other income/source:

My relationship to the applicant/participant is: \_\_\_\_\_

My address is: \_\_\_\_\_

The above information is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Fecha: Número \_\_\_\_\_

del Caso: \_\_\_\_\_

Nombre del Caso: \_\_\_\_\_

**Solicitud para Pagar Alquiler Atrasado que Exceda la Asignación Máxima de Asistencia Pública para Refugio**

Yo, \_\_\_\_\_, solicito asistencia para pagar el alquiler atrasado para evitar ser desalojado(a). Estoy consciente de que mi alquiler sobrepasa la asignación máxima de asistencia pública para refugio dado el tamaño de mi familia.

(Nombre)

Además, comprendo que para que se apruebe la presente solicitud, he de proporcionar documentación que muestre como serán efectuados los pagos posteriores de alquiler, incluida una declaración de una tercera parte que me ayudará a pagar el alquiler.

Más aún, comprendo que el pago atrasado de alquiler será efectuado mediante cheque pagadero a mi casero(a).

En caso de que alguno de los atrasos de alquiler que se me hayan adelantado reproduzca asistencia anteriormente percibida por mí de parte de la Administración de Recursos Humanos, consiento en reembolsar la cantidad del pago de atrasos que corresponda.

Firma del Solicitante/Participante: \_\_\_\_\_ Fecha: \_\_\_\_\_

**Acuerdo por Tercera Parte para Pagar el Alquiler en Exceso**

Yo, \_\_\_\_\_, número de Seguro Social, \_\_\_\_\_, doy fe de que:

(Nombre)

acuerdo pagar el alquiler en exceso por la cantidad de \$ \_\_\_\_\_ para el apartamento ocupado por en \_\_\_\_\_

(Nombre del Solicitante/Participante)

(Dirección del Solicitante/Participante)

a partir de \_\_\_\_\_ El pago se efectuará directamente a nombre del:

(Fecha)

antemencionado

solicitante/participante   casero

(nombre, apellido y dirección): \_\_\_\_\_

La cantidad de mis ingresos, indicada más abajo, es suficiente para cubrir todos mis gastos, asimismo como los pagos de alquiler en exceso.

Ingresos mensuales del hogar: \_\_\_\_\_ Gastos de albergue: \_\_\_\_\_

El comprobante de ingreso que presentaré es el siguiente:   Talones de paga, formulario W-2 y/o carta por parte del empleador o en papel con el membrete de \_\_\_\_\_ tal:

(Nombre y Dirección del Empleador)

Comprobante de otros ingresos/fuentes de tales: \_\_\_\_\_

Mi relación con el solicitante/participante es la siguiente: \_\_\_\_\_

Mi dirección es: \_\_\_\_\_

Los datos más arriba son verídicos y exactos.

Firma: Fecha:



Brooklyn Neighborhood Office  
 111 Livingston Street - 7th Fl.  
 Brooklyn, NY 11201  
 T (718) 722-3100  
 www.legal-aid.org

Blaine (Fin) V. Fogg  
*President*

Adriene L. Holder  
*Attorney-in-Charge*  
 Civil Practice

Emily Ruben  
*Attorney-in-Charge*  
 Brooklyn Neighborhood Office

**BASIC FACTS ABOUT THE FAMILY EVICTION PREVENTION SUPPLEMENT (FEPS) PROGRAM**

**What are the SIX eligibility requirements for FEPS?**

1. There must be a parent, guardian or caretaker relative who is a recipient of regular Cash Assistance (CA) or child recipient under the age of 18 years old or under 19 and attending high school full time. The subsidy is only for recipients and FEPS will not be approved if there is a current sanction ; **AND**
2. You must have an eviction court case where rent above the regular shelter allowance is owed by you, & you want to stay or you need to move to a new apartment (FEPS must be approved before moving in) & you have 1 year to find an apartment and get it approved, if you are doubled up or 6 months in the shelter system
  - (a) being evicted or leaving before the eviction where you were the tenant of record and sued for nonpayment of excess rent ;or
  - (b) being evicted or leaving before the eviction where your landlord brought a holdover against you and you owe some excess rent; or
  - (c) leaving your home due to the government placing a vacate order on your home ;or
  - (d) leaving your home due to a foreclosure and health & safety issues or a holdover by the bank or new owner; **AND**
3. When the apartment is not rent regulated, the person applying for FEPS must be the tenant of record and have an agreement in writing with her landlord to stay at least one year; **AND**
4. Everyone in your home who is eligible for PA must receive PA or have a verified income. Persons not in receipt of PA must pay at least 30% of their income or at least a pro rata share of the ongoing rent and often the arrears; **AND**
5. Normally, you must owe no more than \$7,000. (Stale checks or missing regular shelter checks will not count towards this \$7,000 limit.); **AND**
6. You must have no other funds to pay the back rent.

**How much does FEPS pay each month?**

7. It depends on who is in your home and what income you and they have. Each case is different. If you have income budgeted from your PA or if you get sanctioned after approval you will get less than the maximums:

#on PA	1	2	3	4	5	6	7	8
Reg. Shelter	\$277	\$283	\$400	\$450	\$501	\$524	\$546	\$546
Extra Shelter	\$373	\$467	\$450	\$450	\$499	\$526	\$554	\$654
FEPS**	\$650	\$750	\$850	\$900	\$1000	\$1050	\$1100	\$1200

\*\*FEPS subsidy and shelter allowance TOTAL.

**Is there an absolute maximum rent limit (cap)?**

8. Yes, the maximum rent that can be charged based on the total number of people in the home (regardless of whether on PA or not) even if you or someone else wants to pay more is:

# in Household	1	2	3	4	5	6	7	8
Rent cap	\$800	\$900*	\$1050*	\$1100*	\$1250*	\$1350*	\$1400*	\$1500

\* If you rent is higher than the amount paid by FEPS, you must pay the difference (from your F&O, child support, 3rd party, or other source)



### APARTMENT LEASE

## ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL.)

The Landlord and Tenant agree as of May 18, 2006 to lease the Apartment as follows:

LANDLORD: 1163 Holding LTD  
Address for Notices P.O. Box 1163  
FAR Rockaway NY 11691

TENANT: F. [REDACTED] B. [REDACTED]

Apartment (and terrace, if any) B at 1163 [REDACTED] Ave Bronx NY 104 [REDACTED]  
Bank:

Term	<u>2 years</u>	beginning	<u>6-15-06</u>	ending	<u>6-14-08</u>
Yearly Rent	<u>\$ 11,220-</u>	Monthly Rent	<u>\$ 940-</u>	Security	<u>\$ 940-</u>

1. Use The Apartment must be used only as a private Apartment to live in as the primary residence of the Tenant and for no other reason. Only a party signing this Lease may use the Apartment. The Apartment is subject to... on the number of people who may legally occupy an Apartment of this size.

2. Failure to give possession Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord must give possession within a reasonable time. If not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent." This added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. If a check from Tenant to Landlord bounces, Tenant shall be charged \$25 for processing costs as added rent. If rent or added rent is not received within 5 days of the due date, Landlord may charge the Tenant a late fee of (1) \$25, or (2) 1/5% of the sum due, each month, as added rent.

4. Notices Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Each party must accept and claim the notice given by the other. Landlord must notify Tenant if Landlord's address is changed. Tenant must notify Landlord if Tenant joins the U.S. Military or becomes dependent on someone in it.

5. Security Tenant to give security to Landlord in the amount of the above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security, Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. That amount is due, when billed, as rent. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event Tenant will loan only to the buyer or lessee for the return of the security and Landlord will be deemed released. Landlord may use the security as stated in this section. Landlord may put the security in any place permitted by law. Tenant's security will be an interest only if required by law. Landlord will give Tenant the interest when Landlord is required to return the security to Tenant. Any interest returned to Tenant will be less the sum Landlord is allowed to keep. Landlord need not give Tenant interest on the security if Tenant is in default.

6. Services Landlord will supply, at least as required by law, (a) hot and cold water for bathroom and kitchen sink, (b) use of elevator, if any, and (c) cooling if central air conditioning is installed. Landlord is not required to install air-conditioning. Stopping or reducing of services will not be a reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by tenant's act or neglect, may not be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, air conditioning or electrical systems, because of accident, emergency, repairs, or changes until the work is complete.

If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 30 days' notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

7. Alteration Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "bank" or decorations, partitions, railings, or make alterations or to paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall be completed and paid for by Tenant. They shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of

the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

8. Repairs Tenant must take good care of the Apartment and all equipment and fixtures in it. Landlord will repair the plumbing, heating and electrical systems. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's reasonable expense will be added rent.

9. Fire, accident, defects, damage Tenant must give Landlord immediate notice of fire, accident, damage or dangerous or defective condition if the Apartment can not be used because of fire or other casualty. Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged part of the Apartment. Landlord is not required to repair or replace any fixtures, furnishings or decorations but only equipment that is originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the apartment can not be used, Landlord has 30 days to decide whether to repair it. Landlord's decision to repair must be given by notice to Tenant within 30 days of the fire or casualty. Landlord shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not fully within Landlord's control. If Landlord fails to give Tenant notice of its decision within 30 days, Tenant may cancel the lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Landlord begins to repair or before Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, all repairs will be made at Tenant's expense and Tenant must pay the full rent with no change. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled, Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of Real Property Law § 227.

10. Liability Landlord is not liable for loss, expense, or damage to any person or property, unless Landlord is negligent. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

Tenant must pay for damages suffered and reasonable expenses of Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect, Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts or neglect of Tenant's family, employees, guests or invitees.

Tenant is responsible for Tenant's security.

11. Entry by Landlord Landlord may enter the Apartment at reasonable hours to repair, inspect, terminate, install or work on master antennas or other systems or equipment and perform other work that Landlord deems necessary or desirable. At reasonable hours Landlord may show the Apartment to possible buyers, lenders, or tenants of the entire Building or land. At reasonable hours Landlord may show the Apartment to possible or new tenants during the last 4 months of the Term. Entry by Landlord must be on reasonable notice except in emergency.

12. Assignment and sublease Tenant must not assign all or part of this Lease or sublet all or part of the Apartment or permit any other to use the Apartment. If Tenant does, Landlord may cancel the Lease as stated in the Tenant's Default section. State law may permit Tenant to sublet under certain conditions. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this lease after an assignment or sublet is permitted, even if Landlord accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Landlord shall determine. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts and neglect of any person in the Apartment.

13. Subordination The Lease and Tenant's rights are subject and subordinate in all present and future: (a) leases for the Building or the underlying land, (b) mortgages on the lease or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgage, lease or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

14. Condemnation If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any

If the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord on the cancellation date together with the rent due to that date. The entire award for any taking belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have in any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

5. Tenant's duty to obey laws and regulations. Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything that will increase Landlord's insurance premiums. If an increase, Tenant must pay the increase in premium as added rent.

6. Tenant's default. A Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be used by Tenant within the time stated:

- 1) Failure to pay rent or added rent on time, 5 days
  - 2) Failure to move into the Apartment within 15 days after the beginning date of the Term, 10 days
  - 3) Issuance of a court order under which the Apartment may be taken by another party, 10 days
  - 4) Improper conduct by Tenant annoying other tenants, 10 days
  - 5) Failure to comply with any other term of this Lease, 10 days
- If Tenant fails to cure the default in the time stated, or violates Section 16B, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end and which may be no less than 10 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease. If the default cannot be cured in the time stated, Tenant must begin to cure within that time and continue diligently until cured.

B. If (1) Tenant's application for the Apartment contains any material misstatement of fact, (2) Tenant maintains a nuisance, or (3) Tenant vacates the Apartment, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 16A.

C. If (1) the Lease is cancelled, or (2) rent or added rent is not paid on time, or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps (a) use disposals, evictions or other lawful method to take back the Apartment, and (b) in the extent permitted by law, enter the Apartment and remove Tenant and any person or property.

D. If this Lease is cancelled, or Landlord takes back the Apartment, the following takes place:

- (1) Rent and added rent for the unexpired Term is due and payable
- (2) Landlord may relet the Apartment and anything in it. The reletting may be for any term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably feels needed to put the Apartment in good repair and prepare it for reletting. Tenant stays liable and is not released except as provided by law.
- (3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.
- (4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.
- (5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square feet. Money received by Landlord from the next tenant other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it. If Landlord relets the Apartment the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Apartment by Court order, or under the Lease, Tenant has no right to return to the Apartment.

17. Jury trial and counterclaims. Landlord and Tenant agree not to use their right to a trial by jury in any action or proceeding brought by either, against the other, for any matter concerning this Lease or the Apartment. This does not include actions for personal injury or property damage. Tenant gives up any right to bring a counterclaim or set-off in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to this Lease or Apartment.

18. No waiver, illegality. Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

19. Insolvency. If (1) Tenant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end on the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset. If Tenant files a voluntary bankruptcy petition or an involuntary bankruptcy petition is filed against Tenant, Landlord may not end this Lease.

20. Rules. Tenant must comply with these Rules. Notice of new Rules will be given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules.

11) The comfort or rights of other Tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.

12) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, stairs, windows or exterior walls of the Apartment or in the hallways or public areas.

13) Tenant may not operate manual elevators. Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances. Bicycles are not allowed on passenger elevators.

14) Tenant must give Landlord keys to all locks. Doors must be locked at all times. Windows must be locked when Tenant is out.

15) Apartment floors must be covered by carpets or rugs. No waterbeds allowed in Apartments.

16) Dogs, cats or other pets are not allowed in the Apartment or Building. Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

17) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed.

18) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on errands.

19) Wrongly parked cars may be removed without notice at Tenant's cost.

20) Tenant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.

21) Tenant shall conserve energy.

22) Representations, changes in law. Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party. Tenant is not in the U.S. Military nor dependent on someone who is.

23. Landlord unable to perform. If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control, Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service required to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances Landlord is required to supply, this Lease shall not be ended or Tenant's obligations affected.

24. End of term. At the end of the Term, Tenant must leave the Apartment clean and in good condition, subject to ordinary wear and tear, remove all of Tenant's property and all Tenant's installations and decorations, repair all damages to the Apartment and Building caused by moving, and restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the Term shall end on the prior business day.

25. Space "as is." Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is except for latent defects.

26. Landlord's warranty of habitability. Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

27. Landlord's consent. If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court for a declaratory judgment to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

28. Legal Fees. The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.

29. Limit of recovery. Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.

30. Lease binding on. This Lease is binding on Landlord, Tenant and the heirs, distributees, executors, administrators, successors and assigns.

31. Landlord. Landlord means the owner (Building or Apartment), lessor of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building or Apartment is transferred. Any acts Landlord may do may be done by Landlord's agents or employees.

32. Paragraph headings. Paragraph headings are for convenience only.

33. Rent regulations. This section applies if the Apartment is subject to the N.Y.C. Rent Stabilization Law and Code or the Emergency Tenant Protection Act.

(1) Landlord may have proper cause to apply to the Division of Housing and Community Renewal (DHCRR) for assistance. If Landlord does apply and is found to be entitled to an increase in rent or other aid, the Landlord and Tenant agree:

(a) To be bound by the determination of the DHCRR.

(b) Tenant will pay any rent increase in the amount set by the DHCRR.

(c) Despite anything contained in Paragraphs 1a and b, it is agreed in the event that an order is issued increasing the stabilization rent because of Landlord hardship, the Tenant may, within 30 days of receipt of a copy of the DHCRR order, cancel this Lease on 30 days written notice to the Landlord. During the period prior to vacating, the cancelling Tenant may continue to occupy as its interest in rent.

(2) The rent provided for in this Lease may be increased or decreased retroactively to the commencement of the Lease to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the N.Y.C. Rent Guidelines Board or appropriate county rent guidelines board.

(3) This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be affected by this section.

Rider: Additional terms on \_\_\_\_\_

page(s) initialed at the end by the parties is attached and made a part of this Lease

Signatures, effective date. Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

WITNESS

1163 Holding LTD

[Signature]

Sec.

# RENEWAL LEASE FORM

Read INSTRUCTIONS TO OWNER and TO TENANT on reverse side before filling out or signing this form.

THIS IS A NOTICE FOR RENEWAL OF LEASE AND RENEWAL LEASE FORM PROMULGATED PURSUANT TO SECTION 2523.5(a) OF THE NEW YORK CITY RENT STABILIZATION CODE. ALL COPIES OF THIS FORM MUST BE SIGNED BELOW AND RETURNED TO YOUR LANDLORD WITHIN 60 DAYS.

DUPLICATE, ORIGINAL WAS SENT ON / /

DATE 05/05/08

Tenant's Name and Address:

F. [redacted] B. [redacted]  
1163 [redacted] Avenue Apt: 63-B  
Bronx, NY 104 [redacted]

Owner's/Agent Name & Address

1163 Holding Ltd.  
P.O. Box 900016  
Far Rockaway, NY 11690

1. The owner hereby notifies you that your lease will expire on: 06 14 08  
MONTH DAY YEAR

## PART A: OFFER TO TENANT TO RENEW

2. You may renew this lease, for one or two years, at your option, as follows:

Col. a Renewal Term	Col. b Legal Rent On Sept. 30th Preceding Commencement Date Of This Renewal Lease	Col. c Authorized Applicable Guideline Increase (If unknown, check box <input type="checkbox"/> and see below)*	Col. d Applicable Guide-line Supplement, If Any	Col. e Lawful Rent Increase Adj., If Any, Effective After Sept. 30th Indicated in Col. b	Col. f Separate Charge, if any (Specify under item 4 below)	Col. g New Rent (If lower rent is to be charged check box <input type="checkbox"/> and see 5 below)**
<input checked="" type="checkbox"/> 1 Year	\$ 940.00	( 3.00%) \$ 28.20	\$ 0.00	\$ 0.00	\$ 0.00	\$ 994.05
<input type="checkbox"/> 2 Year	\$ 940.00	( 5.75%) \$ 54.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 994.05

\* If applicable guideline rate is unknown at time offer is made, check box in column c and enter current guideline which will be subject to adjustment when new rates are ordered.  
\*\* The rent provided for in this renewal lease may be increased or decreased pursuant to an order of the Division of Housing and Community Renewal (DHCR) or Rent Guidelines Board (RGB).

### 3. Security Deposit:

Current Deposit: \$ 940.00 - 2 year lease: \$ 54.05

### 4. Specify separate charges if applicable:

Air Conditioner - Electricity Charge: \$ /mo. - Unit Charge: \$ /mo.

421 s(2.2%): \$ /mo. Other (Describe): \$ /mo.

5. Lower Rent to be charged, if any, \$ Agreement attached:  yes  no

6. This renewal lease shall terminate on [redacted] which shall not be less than 90 days nor more than 150

days from the date of mailing or personal delivery of this Renewal Lease Form. This renewal lease shall terminate on [redacted] for lease or 06 14 10  2 year lease.  
MONTH DAY YEAR MONTH DAY YEAR

7. This renewal lease is based on the same terms and conditions as your expiring lease, except that [redacted] lawful provisions attached and [redacted] written agreements between owner and tenant attached have been added. (Indicate in the blank spaces as applicable, the number of additional provisions or written agreements attached.)

This form becomes a binding lease renewal when signed by the owner below and returned to the tenant. A rider setting forth the rights and obligations of tenants and landlords under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant (Los derechos y responsabilidades de inquilinos y caseros estan disponible en español).

## PART B: TENANT'S RESPONSE TO OWNER

Tenant: Check and complete where indicated one of the two responses below after reading instructions on reverse side. Then date and sign your response below. You must return this Renewal Lease Form to the owner in person or by regular mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds for the commencement of an action by the owner to evict you from your apartment.

I (we) the undersigned tenant(s), agree to enter into a [redacted] year renewal lease at a monthly rent of \$ [redacted]. This renewal lease is based on the same terms and conditions as my (our) expiring lease, and further attached lawful provisions and attached written agreements, if any (see item 7 under PART A above).

I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the present lease set forth above.

Dated: 5/23/08, 2008 Tenant's Signature(s): X [redacted] X [redacted]

Dated: 5/27/08, 2008 Owner's Signature: X [redacted]

THREE DAY NOTICE

DATED: 01/18/2013

TO: S [REDACTED]  
APT. 4F  
783 [REDACTED] BLVD.  
BRONX, NY 104 [REDACTED]

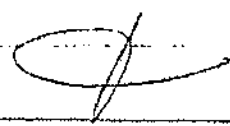
TAKE NOTICE that you are hereby required to pay to the undersigned landlord of the above described premises on or before the expiration of three days from the service of this Notice upon you the sum of \$16,849.00 in rent and additional rent computed as follows:

<u>Rent</u>	
Jan 13	\$1,461.00
Dec 12	\$1,461.00
Nov 12	\$1,461.00
Oct 12	\$1,461.00
Sep 12	\$1,461.00
Aug 12	\$1,461.00
Jul 12	\$1,461.00
Jun 12	\$1,461.00
May 12	\$1,461.00
Apr 12	\$1,461.00
Mar 12	\$1,461.00
Feb 12	\$778.00

for the above described premises now occupied by you as tenant, or in the alternative, to deliver possession of said premises to the undersigned landlord. Payment pursuant to this notice must be made on or before FEB 05 2013 2013, in default of which a summary non-payment proceeding will be commenced against you pursuant to Real Property Actions & Proceedings Law Sec. 711.

Dated: January 18, 2013

BRONX 361 REALTY, LLC  
\_\_\_\_\_  
LANDLORD

BY:  \_\_\_\_\_

MARIE ZELAYA - PROPERTY MANAGER  
940 SIMPSON STREET  
BRONX, NY 10459

PLEASE NOTE: All responses and inquiries with respect to this Notice should be made directly to your landlord

13840

L & T Index No.  
CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART

BRONX 361 REALTY, LLC  
-against- Petitioner(s)-Landlord(s)  
S [redacted] Respondent - Tenant

-address-  
783 [redacted] BLVD.  
APT # 4F  
BRONX, NY 104 [redacted]  
Amount Claimed: \$18,520.00  
1274 -7835-4F FILE NO: [redacted]

**NOTICE OF PETITION - NON PAYMENT DWELLING**

FILED  
CLERK OF COURT  
COUNTY OF BRONX  
NEW YORK  
FEB 11 2013

*Attorney for Petitioner*  
HORUNG WELIKSON & ROSEN, P.C.  
ATTORNEYS AT LAW  
11 HILLSIDE AVENUE  
WILLISTON PARK, NY 11596  
Phone: (516) 535-1700

CIVIL COURT OF CITY OF NEW YORK  
COUNTY OF BRONX HOUSING PART

BRONX 361 REALTY, LLC  
-against- Petitioner(s)-Landlord(s)  
S [redacted] P [redacted] Respondent - Tenant

-address-  
783 [redacted] BLVD.  
APT # 4F  
BRONX, NY 104 [redacted]

*First Name of Tenant and/or Undertenant being fictitious and unknown to petitioner  
Person intended being in possession of the premises herein described.*

To the respondent(s) above named and described, in possession of the premises hereinafter described or claiming possession thereof:

PLEASE TAKE NOTICE that the annexed petition of BRONX 361 REALTY, LLC verified February 11, 2013 prays for final judgment of eviction, awarding to the petitioner possession of the premises described as follows: All Rooms, Apartment 4F located at 783 Southern Blvd. Bronx, NY 10455, County of Bronx, in the City of New York as demanded in the petition.  
TAKE FURTHER NOTICE also that demand is made in the petition for judgment against you for the sum of \$18,520.00 plus the cost and disbursements of the proceeding.

TAKE NOTICE also that WITHIN FIVE DAYS after service of this Notice of Petition upon you, you must answer, either orally before the Clerk of this Court at 1118 Grand Concourse, Bronx, NY 10456,  
County of Bronx, City and State of New York, or in writing by serving a copy thereof upon the attorneys for the petitioner, and by filing the original of such answer, with proof of service thereof, in the Office of the Clerk. Your answer may set forth any defense or counterclaim you may have against the petitioner unless such defense or counterclaim is precluded by law or prior agreement of the parties. On receipt of your answer, the Clerk will fix and give notice of the date for trial or hearing which will be held not less than 3 nor more than 8 days thereafter, at which you must appear. If, after the trial or hearing, judgment is rendered against you, the issuance of a warrant dispossessing you may, in the discretion of the Court, be stayed for FIVE days from the date of such judgment.

TAKE NOTICE also that if you fail to interpose and establish any defense that you may have to the allegations of the petition, you may be precluded from asserting such defense or the claim on which it is based in any other proceeding or action.  
In the event you fail to answer and appear, final judgment by default will be entered against you but a warrant dispossessing you will not be issued until the tenth day following the date of the service of this Notice of Petition upon you.

NOTICE PURSUANT TO SECTION 751 OF THE REAL PROPERTY ACTIONS AND PROCEEDINGS LAW  
TAKE NOTICE that under Section 745(2) of the Real Property Actions and Proceedings Law, you may be required by the Court to make a rent deposit, or a rent payment to the petitioner, upon your second request for an adjournment or if the proceeding is not settled or a final determination has not been made by the court within 30 days of the first court appearance. Failure to comply will an initial rent deposit or payment order may result in the entry of a final judgment against you without a trial. Failure to make subsequent required deposits or payments may result in an immediate trial on issues raised in your answer.

IMPORTANT TO TENANT  
If you are dependent upon a person in the military service of the United States or the State of New York, advise the Clerk immediately, in order to protect your right

NOTICE OF PETITION  
Non-Payment DWELLING

Dated: February 11, 2013

CAROL ALTY  
Chief Clerk of the Civil Court of the City of New York

FILED  
CLERK OF COURT  
COUNTY OF BRONX  
NEW YORK  
FEB 11 2013

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX HOUSING PART

BRONX 361 REALTY, LLC  
-against- Petitioner(s)-Landlord(s)

Respondent-Tenant

783 [redacted] BLVD.  
APT. 4F  
BRONX, NY 104

Amount Claimed: \$18,520.00  
1274 -783S-4F FILE NO: 645135

**PETITION NON-PAYMENT DWELLING**

Notice of Petition served on \_\_\_\_\_  
Notice of Petition returned on \_\_\_\_\_

Notice of Petition issued on \_\_\_\_\_  
Tenant appears on \_\_\_\_\_ but fails to answer.

Tenant answers on \_\_\_\_\_  
Answer is \_\_\_\_\_

Set for Trial on \_\_\_\_\_  
Landlord notified on \_\_\_\_\_  
Sufficiency of answer referred to court \_\_\_\_\_ issue \_\_\_\_\_  
Raises \_\_\_\_\_

Attorney for Petitioner Judge  
HORING WELIKSON & ROSEN, P.C.  
ATTORNEYS AT LAW  
11 HILLSIDE AVENUE  
WILLISTON PARK, NY 11596  
Phone: (516) 535-1700

THE PETITION OF BRONX 361 REALTY, LLC alleges; upon information and belief:  
1. Petitioner(s) is/are the landlord(s) and owner of the premises.  
2. Respondent(s) S [redacted] P [redacted] is/are tenant(s) in possession of said premises pursuant to a(n) WRITTEN lease agreement made heretofore wherein respondents promised to pay to landlord or landlord(s) predecessor as rent \$1,461.00 each month in advance on the 1ST day of each month.

3. Respondent(s) are now in possession of said premises. The premises are the residence of the tenant(s) and the undertenant(s) hereir  
4. The premises for which removal is sought were rented for dwelling purposes and are described as follows: All Rooms, Apartment # 4F in the building known as 783 [redacted] Blvd, Bronx, NY 104 [redacted] situated within the territorial jurisdiction of the Civil Court Of The City Of New York, county of BRONX.

5. Pursuant to said agreement there was due from respondent tenant(s), the sum of \$18,520.00 in rent and additional rent as follows:

Month	Amount	Month	Amount	Month	Amount
Feb 13	\$1,461.00	Feb 12	\$779.00	Jan 13	\$210.00
Jan 13	\$1,461.00			Dec 12	\$1,461.00
Dec 12	\$1,461.00			Nov 12	\$1,461.00
Nov 12	\$1,461.00			Oct 12	\$1,461.00
Oct 12	\$1,461.00			Sep 12	\$1,461.00
Sep 12	\$1,461.00			Aug 12	\$1,461.00
Aug 12	\$1,461.00			Jul 12	\$1,461.00
Jul 12	\$1,461.00			Jun 12	\$1,461.00
Jun 12	\$1,461.00			May 12	\$1,461.00
May 12	\$1,461.00			Apr 12	\$1,461.00
Apr 12	\$1,461.00			Mar 12	\$1,461.00

6. THE APARTMENT IS NOT SUBJECT TO THE NYC EMERGENCY HOUSING RENT LAW OR THE RENT STABILIZATION LAW OF 1969 AS AMENDED BECAUSE SAID PREMISES ARE FINANCED BY HUD AND ARE EXEMPT FROM LOCAL REGISTRATION.

7. Said rent has been demanded from the tenant since same became due by THREE day written-notice, a copy of which, with proof of service is annexed hereto.

8. Respondent(s) have defaulted in the payment thereof and continue in possession of premises without permission after said default.  
9. The premises are a multiple dwelling and pursuant to the Housing Maintenance Code Article 41 there is a currently effective registration statement on file with the Office of Code Enforcement which designates the managing agent named below, a natural person over 21 years of age, to be in control of and responsible for the maintenance and operation of the dwelling.

AGENT: TIMOTHY O'KEEFE 200 W. 57 ST. NY NEW YORK, NY 10019  
WHEREFORE Petitioner requests a final judgment against respondent(s) for the rent demanded therein, awarding possession of the premises to the petitioner landlord, and directing the issuance of a warrant to remove respondent(s) from possession of the premises together with the costs and disbursements of this proceeding.  
MULTIPLE DWELLING NO. 20376

STATE OF NEW YORK, COUNTY OF NASSAU. The undersigned affirms under penalty of perjury that he is one of the Attorneys for the Petitioner, that he has read the foregoing petition and knows the contents thereof, that the same are true to his own knowledge except as to matters stated to be upon information and belief; and as to those matters he believes them to be true.  
The grounds of his belief as to matters not stated upon his knowledge are statements and/or records provided by the petitioner's agents and/or employees and contained in the file in the Attorney's office  
This verification is made pursuant to the provisions of RPAPL 741.

February 11, 2013

Niles Welikson

[Signature]

CIVIL COURT OF THE CITY OF NEW YORK

County of Bronx

Index No.: [redacted] 2013

Housing Part

Bronx [redacted] Realty

Job JD  
Petitioner(s),

LANDLORD/TENANT  
ANSWER IN PERSON

-against-

Name: [redacted]

S [redacted] P [redacted]

Respondent(s)

Address: 753 [redacted] Blvd

Bronx 104 [redacted] Apt. 4F

Respondent/ Person claiming possession has appeared and has orally answered the Petition as follows:

Answer

SERVICE

- 1.  The Respondent did not receive a copy of the Notice of Petition and Petition.
- 2.  The Respondent received the Notice of Petition and Petition, but service was not correct as required by law.

PARTIES

- 3.  The Respondent is indicated improperly, by the wrong name, or is not indicated on the Notice of Petition and Petition.
- 4.  The Petitioner is not the Landlord or Owner of the building, or a proper party.

RENT

- 5.  No rent demand or proper rent demand, either oral or written, was made before this proceeding.
- 6.  The Respondent tried to pay the rent, but the Petitioner refused to accept it.
- 7.  The monthly rent being requested is not the legal rent or the amount on the current lease.
- 8.  The Petitioner owes money to the Respondent because of a rent overcharge.
- 9.  The rent, or a portion of the rent, has already been paid to the Petitioner.

APARTMENT

- 10.  There are conditions in the apartment which need to be repaired and/or services which the Petitioner has not provided.
- 11.  Public Assistance shelter allowance has stopped because of housing code violations in the apartment or the building.
- 12.  The apartment is an illegal apartment.

OTHER

- 13.  Laches.
- 14.  General Denial.
- 15.  Harassment
- 16.  Respondent/Person claiming possession is in the military service or is a dependent of someone in the military service.
- 17.  Other Answer

2/20/13

Dated

[Signature]

Clerk's Initials

NOTICE OF SCHEDULED APPEARANCE

This case is scheduled to appear on the calendar as follows:

DATE: 2/26/13 TIME: 9:30 am PART: G ROOM: 590

YOU SHOULD ARRIVE AT THE COURTHOUSE AT LEAST ONE HALF HOUR BEFORE THE ABOVE SCHEDULED TIME. TO ALLOW TIME TO BE PROCESSED THROUGH THE METAL DETECTORS. IF A SETTLEMENT IS NOT REACHED ON THE ABOVE SCHEDULED DATE THE CASE MAY BE SENT TO A TRIAL-READY PART FOR A TRIAL. IF YOU WILL NOT BE READY FOR TRIAL ON THE ABOVE SCHEDULED DATE, YOU MUST ASK THE COURT FOR ANOTHER TRIAL DATE. IF THE COURT DOES NOT ACCEPT YOUR REASON FOR NOT BEING READY FOR TRIAL, AND YOUR REQUEST FOR ANOTHER TRIAL DATE IS DENIED. YOU MAY BE REQUIRED TO PROCEED TO TRIAL IMMEDIATELY.

THE CLERK CANNOT CHANGE THE SCHEDULED DATE OR TIME.

YOU MUST APPEAR AND BRING THIS FORM WITH YOU.

For assistance visit a Help Center in the courthouse or the court's website: NYCourts.Gov/NYCHousing.

Sular Realty LTD

Petitioner,

-against-

A [redacted] J [redacted]

Respondent(s)

STIPULATION OF SETTLEMENT

The parties understand that each party has the right to a trial, the right to see a Judge at any time, and, the right not to enter into a stipulation of settlement. However, after review of all the issues, the parties agree that they do not want to go to trial and instead agree to the following stipulation in settlement of the issues in this matter.

remises: 1011 [redacted] Ave Apt. No.: F17

PARTIES:	Added/Deleted/Amended	Appearance	No Appearance	No Answer
Petitioner	by Counsel	✓		
Respondent 1	A [redacted] J [redacted]	✓		
Respondent 2				

Petition amended to include all rent due to date.

Respondent(s) tender in open court, \$ \_\_\_\_\_, as follows:

which reduces the arrears owed through \_\_\_\_\_ to \$ \_\_\_\_\_  
Final judgment entered in favor of Petitioner in the amount of \$ 1738.63, which represents all arrears owed

through 1/31/13

Warrant to issue forthwith. Execution of the warrant is stayed until 2/27/13

for payment of \$ 1738.63

Partial payments may be accepted without prejudice and are to be applied to current rent first, then arrears.

Breakdown provided in court.

Respondent alleges repairs needed. Petitioner to inspect and repair as required by law:

- a) \_\_\_\_\_ b) \_\_\_\_\_ c) \_\_\_\_\_ d) \_\_\_\_\_
- e) \_\_\_\_\_ f) \_\_\_\_\_ g) \_\_\_\_\_ h) \_\_\_\_\_

Respondent agrees to provide access on: \_\_\_\_\_ from 9am - 5pm.

Petitioner reserves the right to seek any applicable charges (i.e., security charges, late fees, legal fees, etc...) which are not included in the judgment amount in a plenary proceeding.

*Amy Wasserman*  
Ita R. Flug, Esq.  
Attorney for Petitioner  
877 N. Corona Avenue  
Valley Stream, New York 11580

*[Handwritten signature]*  
Respondent 1

So Ordered  
*[Signature]*  
Respondent 2  
Hon. Jaya K. Madhavani  
Judge, Housing Court



CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX

INDEX NO. [REDACTED]/2012  
SEQ NO. 003

ORDER TO SHOW CAUSE TO VACATE DEFAULT JUDGMENT AND TO RESTORE TO THE CALENDAR

ULAV REALTY LTD

*Cita*

PETITIONER(S),

AGAINST

A [REDACTED]  
RESPONDENT(S)

PREMISES:

1011 [REDACTED] AVENUE F17  
BRONX NY 104 [REDACTED] 2000

UPON THE ANNEXED AFFIDAVIT (ON BEHALF) OF A [REDACTED] J [REDACTED],  
THE ABOVE NAMED RESPONDENT(S), SWORN TO ON MARCH 13, 2013,  
AND UPON ALL THE PAPERS AND PROCEEDINGS HEREIN:

LET THE PETITIONER(S) OR HIS/HER/THEIR ATTORNEY(S) SHOW CAUSE AT A  
SESSION TERM OF THE

CIVIL COURT OF THE CITY OF NEW YORK  
HOUSING PART: PART F-ROOM 420  
LOCATED AT: 1118 GRAND CONDUIT, BRONX  
ON: MARCH 27, 2013, AT 09:30 AM

ORDER AS SOON THEREAFTER AS COUNSEL MAY BE HEARD, WHY AN ORDER SHOULD NOT BE MADE:

VACATING THE JUDGMENT BASED ON THE RESPONDENTS FAILURE TO APPEAR,  
RESTORING THE CASE TO THE CALENDAR AND/OR GRANTING SUCH OTHER  
RELIEF AND FURTHER RELIEF AS MAY BE JUST.

UNTIL THE ENTRY OF A COURT ORDER, ALL PROCEEDINGS BY PETITIONER,  
HIS/HER ATTORNEY, AND ANY CITY MARSHAL ARE STAYED.

SERVICE OF A COPY OF THIS ORDER TO SHOW CAUSE AND ANNEXED AFFIDAVIT UPON THE  
PARTY'S ATTORNEY (OR, IF HE/SHE HAS NONE, ON THE PARTY),

ATTORNEY (OR PARTY)	MARSHAL:
JUDGE TO INITIAL)	(JUDGE TO INITIAL)
BY PERSONAL SERVICE "IN HAND DELIVERY"	BY PERSONAL SERVICE "IN HAND DELIVERY"
<del>BY CERTIFIED MAIL, R. R. R.</del> <i>OR</i>	<del>BY CERTIFIED MAIL, R. R. R.</del>
BY FIRST CLASS MAIL WITH CERTIFICATE	BY FIRST CLASS MAIL WITH CERTIFICATE
OF MAILING AT POST OFFICE	OF MAILING AT POST OFFICE
4 OR BEFORE <u>3/14/13</u>	SHALL BE DEEMED GOOD AND SUFFICIENT.
COPIES MAY BE SERVED BY THE RESPONDENT IN PERSON.	

PROOF OF SUCH SERVICE MAY BE FILED WITH THE CLERK IN THE PART INDICATED ABOVE  
IN THE L & T CLERK'S OFFICE BEFORE THE RETURN DATE OF THIS ORDER TO SHOW CAUSE

ATTORNEY:  
A R. FLUG, ESQ.  
17 N. CORONA AVENUE  
WILLEY STREAM, NY 11580  
TELEPHONE: (516) 612-7034

MARSHAL:  
RICHARD E. MCCOY-BADGE#43  
241-04 HILLSIDE AVE  
BELLROSE, NY 11426  
TELEPHONE: (718) 347-6844

*CALL*

3/13/13  
DATE

JAYA K MADHAVAN  
JUDGE, CIVIL/HOUSING COURT

GENERATED: 03/13/2013 @ 11:45:51

CIV-LT-71 (REVISED 7/99)

JULAV REALTY LTD

against

Petitioner  
Landlord

Respondent  
Tenant

Respondent  
Undertenant



City Marshal  
Richard E. McCoy #43  
241-04 Hillside Avenue  
Bellerose, NY 11426  
(718) 347-6844

A [REDACTED] J [REDACTED]  
1011 [REDACTED] AVE  
APT: F17  
BRONX

NY 10451  
John and Jane Doe"

Name of Tenant and/or undertenant being fictitious and unknown, person intended, occupying apartment set forth below.

# NOTICE OF EVICTION

Alternative Service / Mailing

# NOTIFICACION DE DESAHUCIO

Notificación Alterna / Postal

To the above named tenants and undertenants:

Please take notice that the Court has issued a warrant for your eviction. If you fail to vacate the described premises, **YOU MAY BE EVICTED, WITHOUT FURTHER NOTICE, ON THE SIXTH BUSINESS DAY AFTER THE DATE OF THIS NOTICE** or on any business day thereafter. "Business days" are Monday through Friday except legal holidays.

The **ONLY** way you can stop this eviction is if a Court issues an order to show cause that stays your eviction. You may apply for such an order at the Civil Court, Landlord - Tenant part, in your borough.

If a Court stay of your eviction is in effect, you will be evicted only if the stay ends or is vacated by the Court. If the Court has already ordered that you may be evicted if you fail to make a payment or comply with the Court's order by a certain date, your failure to pay or comply with the Court's order by that date may result in your eviction without further notice.

If you are dependent upon a person in the military service of the United States, advise the clerk of the Court immediately in order to protect your rights.

If you need public assistance, the Legal Aid Society may be able to assist you (check telephone listing in your borough). A senior citizen who needs legal assistance may call 311.

If you receive public assistance, notify your caseworker immediately. The Human Resources Administration may be able to help you with back payments whether or not you receive public assistance. Call (877) 472-8411 or 311 for information.

DATE OF NOTICE

FECHADA

Monday, March 04, 2013

A los susodichos inquilinos y sub-inquilinos:

Tenga a bien notar que la Corte ha emitido una orden de desahucio en contra de usted. Si no desaloja al local descrito, **USTED PUEDE SER DESHAUCIADO, SIN NOTIFICACION ADICIONAL, EL SEXTO DIA HABIL, A PARTIR DE LA FECHA DE ESTA NOTIFICACION** o en cualquier dia habil de ahí en adelante. Los "días hábiles" son Lunes a Viernes, excepto los días de fiesta legales.

Usted puede detener este desahucio **SOLAMENTE** si una Corte emite una orden judicial instruyéndole a usted a mostrar motivos justificantes para suspender su desalojo. Usted puede solicitar esa orden (Order to Show Cause) en la Corte Civil, Sección del Propietario - Inquilino (Civil Court, Landlord - Tenant part) en su condado.

Si una suspensión de su desahucio por orden de la Corte esta en efecto, usted será desalojado solo si la suspensión caduca o la Corte la anula. Si la Corte ha ordenado ya que usted puede ser desalojado si no cumple con hacer un pago o con la orden de la Corte a partir de una fecha de vencimiento, su incumplimiento con el pago o con la orden de la Corte al llegar esa fecha puede resultar en su desahucio sin notificación adicional.

Si usted depende de una persona que pertenece al Servicio Militar de los Estados Unidos, notifíquesele inmediatamente al Secretario de la Corte (Court Clerk) para así proteger sus derechos legales.

Si usted necesita ayuda legal, la Legal Aid Society tal vez pueda ayudarlo (consulte la guía telefónica de su condado). Una persona de edad avanzada que necesita ayuda legal puede comunicarse con el 311.

Si usted recibe asistencia pública, notifíquesele a su trabajador social (caseworker) inmediatamente. La Administración de Recursos Humanos tal vez pueda ayudarlo con los pagos atrasados, reciba usted o no asistencia pública. Llame al (877) 472-8411 o 311 para información.

Formerly known as "72-hour notice." Additional time has been allowed for mailing.  
Anteriormente conocido como "Aviso de Desahucio de 72 Horas." Se ha concedido tiempo adicional para enviar por correo.  
The date of this notice shall be on or after the date the notice is mailed to the respondent.  
La fecha de esta notificación se fijará el día en que se le envía al apelado o después de ese día.