

Pro Bono Manual

Housing Repair Actions:
Prosecuting Code Violations on Behalf of Low-Income New Yorkers

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Exhibit 1

Road Map on Housing Repair Proceedings:

An overview on what to do with your pro bono client.

→ Step 1. Study Group with LSNYC or phone call with mentor—Week 1.

1. Get overview of client case.
2. Receive paperwork and client contact information.

→ Step 2. First contact and meeting with client—Week 2.

1. Make an appointment to meet with client.
 - a. We encourage you to meet the client at the apartment. If you are unable to meet at the client's apartment, make sure to remind the client to bring any pictures showing conditions, or other evidence of housing conditions in the apartment.
2. Check the HPD website (nyc.gov/hpd) and type in the client's address, then click "All Open Violations" along left side to check current outstanding violations.
 - Note: HPD's website does not list violations for NYCHA buildings.
3. Be prepared for the client to explain in great detail every single condition. You can remind the client that HPD will conduct an inspection, but may not find all conditions, so the client should be prepared to point them out to the inspector.
4. Fill out the judicial request for inspection with the client. Ask them what time period in the day is best for an inspection. Leave the date of inspection blank—the court assigns a date.
5. Have the client fill out and sign the affidavit in support of the fee waiver.
6. The petition that is filed with the court must be verified, so make arrangements for the client to sign the verification.

→ Step 3. Complete and file an order to show cause, petition, fee waiver and request for judicial inspection—Week 3 / 4.

1. Legal Services NYC has templates for the order to show cause and petition.

2. You will also need a poor person's certification to have the filing fee waived.
3. The case can be commenced against the landlord corporate entity, but also against the management company, managing agent, and officers. Each of these individuals/entities can be found on the HPD website under Property Owner Registration Information. The Department of State entity search website can help too. Note that landlords of 2 family buildings are not required to register their Property Owner Registration Information on the HPD website. You can determine the correct owner and their address by examining the most recent deed on ACRIS, the City's online property registry.
4. The request for judicial inspection is a carbon copy document that can be picked up at Housing Court, and filled in upon filing (necessary information: client contact information including phone number, age of any children, list of all conditions).
5. File the order to show cause, petition, fee waiver, and request for judicial inspection with the court.
6. The judge will sign the request for judicial inspection, and will provide a date for the HPD inspection. **You or the person who is filing the documents should be prepared to suggest an alternative date for the inspection** if your client is unable to give access on the date provided by the Court. **Be sure to inform the client of this date so that they can provide access for the HPD inspector.**
7. The order to show cause will be submitted to the court for signature. The court will provide a hearing date. **You or the individual filing should be prepared to suggest an alternative date for the hearing date if your client is unable to attend and will be inaccessible by phone on the date provided by the Court.**

→ **Step 4. Post-filing—Week 4 / 5.**

1. A conformed copy of the OSC and petition must be served on the landlord corporate entity, management company, managing agent, or officer, AND upon HPD at 100 Gold Street. **It must be served in the manner and time designated by the court on the OSC.**
2. After service, prepare an Affirmation or Affidavit of Service based on the templates, to which you should annex copies of your certified mailing receipt, and return receipt request receipt for each recipient.
3. The HPD inspection will occur between filing and the first hearing date. The client (or an adult over 18) will need to be present in the apartment. It usually takes place a week to 10 days after filing, but you will be provided the date when it is filed.
4. Contact the client to discuss the inspection. Particularly try to ascertain whether it appears that the inspector did not find violations for certain conditions.

5. Check the HPD website to see whether recent conditions have been cited as a result of the inspection.

➔ **Step 5. The first court appearance—Week 6 / 7. (Likely calendared 2 weeks after filing).**

1. Meet the client outside of Housing Court if your client has decided to attend the first court appearance.
2. Check in in the courtroom, file your affirmation/affidavit of service, and check the court file to see whether the inspection occurred. **If the inspection did not occur, adjourn the case for a new HPD inspection.**
3. Discuss the case with the HPD attorney in court. If the conditions are serious, they will push for an order to correct, which can help move the case along.

➤ NOTE: HPD attorneys do not appear on NYCHA cases.

4. If there is an inspection report in the file, the inspection was completed.
5. If the conditions are not as serious, adjourn the case to provide access for the landlord to make repairs.
 - NOTE: you can also be more aggressive and immediately seek an order to correct – this of course is a determination to be made based upon the facts and circumstances of the case.
 - Landlord attorneys commonly state that they were just retained and seek an adjournment on the first court date—can still try to set up access dates for repairs prior to the next court date, but landlord attorneys usually do not consent to an order to correct on the first court date.
6. If the conditions are very serious, seek an order to correct from the judge (sometimes the landlord attorney will consent to an order to correct. Consent orders are prepared by the HPD attorney).
7. If HPD did not identify certain conditions, you can ask for an additional request for judicial inspection. HPD will re-inspect.
8. On each appearance, try to adjourn the case to keep it on the court calendar so you do not need to move to restore if repairs are not completed.

➔ **Step 6. Between court appearances—Weeks 6 / 7 through 10 / 11. (Generally the case is adjourned for approximately 30 days.)**

1. Contact the client a day or two prior to each scheduled access date to remind them about it.

2. Contact the client immediately following the access dates to ascertain whether conditions were completed.
3. If conditions were not completed, restore the case to the court calendar (if it was not adjourned) or prepare to appear on the adjourn date to seek repair of additional conditions. Or, if the landlord is represented—reach out to the attorney and ask for immediate alternative access prior to the return date.

→ Step 7. Second court appearance—Week 10 / 11.

1. If the parties adjourned (or settled) for the completion of repairs on the prior court appearance, and repairs were not completed, seek an order to correct from the judge.
2. If the parties adjourned (or settled) with an order to correct conditions, and repairs were not completed, move for contempt and the imposition of civil penalties.
 - a. Often, to avoid paying civil penalties, a landlord will agree to a rent abatement for the tenant. This is a great outcome. You can often leverage the threat of contempt to the client's advantage (On the contrary, a contempt finding is rare and does not gain very much for the client.)
 - b. HPD is instrumental in the imposition of civil penalties, so speak with the HPD attorney in advance to see what amount is appropriate (based on the severity of the condition and the length of time since an order to correct was issued).
3. The landlord's attorney will often attempt to claim that the tenant did not provide access for repairs. Be prepared to rebut this and speak with the tenant in advance about when they were in the apartment. Maintain notes about each access date and what if any work was completed, and bring those notes to each court appearance so that you can rebut any misinformation from the landlord.

→ Step 8. Additional court appearances—Every 30 days thereafter, as needed.

1. Continue to adjourn or increase the pressure if the landlord does not complete repairs.
2. On rare occasions, if HPD refuses to find a violation, a trial or hearing will be necessary to prove the existence of a condition.
 - a. The tenant should testify about the nature of the condition, and should provide any documentary evidence including photographs, evidence of failed Section 8 inspections, etc.
3. On rare occasions, a hearing is necessary to establish the landlord's defense that the tenant is not providing access.

- a. The tenant should be prepared to testify regarding how and when access was provided. If the tenant can show pictures of something showing the date and time (like a cell phone) inside the apartment, that can be helpful.

Exhibit 2

Housing Repair Actions: Prosecuting Code Violations on Behalf of Low-Income New Yorkers

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HOUSING COURT CASES: Legal Services NYC DEMAND JUSTICE

REPAIR + ANTI-HARASSMENT

Housing
repair and
anti-
harassment
("HPs")

- Only opportunity for tenants to go on the offense
- Civil penalties may accrue
- Result: repairs, end of harassment, negotiate financial settlements.

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PART 1: INTRODUCTION

WHO WE ARE

Legal Services NYC fights poverty and seeks racial, social, and economic justice for low-income New Yorkers. LSNYC is the largest civil legal services provider in the country, helping more than 100,000 New Yorkers annually.

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Offices

600 Dedicated
Staff

110,000 New Yorkers
Helped Annually

PROGRAM AREAS



Veterans	Benefits	Disability	Education
Immigration	Civil Rights	Community Economic Development	LGBTQ/HIV
Consumer	Housing	Employment	Family Law

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OTHER PRO BONO OPPORTUNITIES



1. Securing disability benefits: SSI hearings & federal appeals.
2. Safety for DV survivors: Civil Orders of Protection.
3. Immigration relief: U-Visas, VAWA self-petitions, asylum, naturalizations.
4. Student debt relief.

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OUR CLIENTS

Low-income New Yorkers, usually at or below 200% of poverty.

Federal poverty line = about **\$12,500** for an individual.

1.7 million New Yorkers live at or below 100% of the poverty line.

3 million New Yorkers live at or below 200% of the poverty line.

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WHERE DO LOW-INCOME PEOPLE LIVE IN NYC?

Rent regulated apartments

- 45.4% of private units are rent stabilized—almost **1 million units**
- 1.8% are rent controlled—almost **40,000 units**

Public housing

- **396,581** residents
- **176,066** units
- When including Section 8, total = **590,216** people
- If NYCHA were a city, it would be the 32nd largest in the U.S.

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WHAT ABOUT EVERYONE ELSE?



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EXISTING AFFORDABLE HOUSING DISAPPEARING

Landlords pushing low-income tenants out of rent-stabilized apartments

- Illegal evictions
- Harassment
- Refusing to make repairs

Public housing chronically underfunded

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A NEW DAY IN HOUSING COURT



LSNYC's housing unit tripled in size over the past 3 years.

• **200 housing advocates at LSNYC alone.**

Tenants in several targeted zip codes have started to receive close to **full representation.**

Still swimming against the tide, with far more clients than we can serve.

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NEW YORK TIMES VIDEO: 98 LINDEN ST.



Access video [here](#).

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PART 2: THE CASES

1. HP basics
2. Preparation
3. Commencing the case
4. Inspection
5. Order to correct or stip
6. Enforcement

PART 2.1: HP BASICS

WHAT IS AN HP ACTION?



1. Special proceeding brought by tenant(s) to enforce the housing maintenance code.
2. Compels landlord to make repairs and provide essential services, like heat and hot water, and/or to cease harassing tenants.
3. Three forms of relief available under an HP action:
 - Order to correct
 - Order to cease harassment
 - Order to pay civil penalties (usually after contempt motion)

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LIFE OF AN HP



1. Commence an HP action
2. HPD inspections
3. Court appearances
 - Settlement
 - Trial
4. Order to Correct
5. Enforcement

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PART 2.2: PREPARATION

PREPARATION

1. Identify conditions
2. Prepare tenants while managing expectations
3. Gather evidence

ID CONDITIONS

1. Accurate list of all problems
2. Categorize by room
3. As specific as possible

PREPARE TENANTS

1. Explain process and time frame
2. Explain that City agency called the Department of Housing Preservation and Development (“HPD”) is involved
3. Tenant availability for HPD inspections and repairs

GATHER EVIDENCE

- Photograph conditions
 - Best to visit apartment, though not required
- Tenant's Heat log
 - Room thermometers available at local hardware store
- Agency reports
 - Explore violations placed by DEP, DOB, DOHMH, etc.
 - Only certified hard copies will be admissible, except HPD violations
- Real evidence. *E.g.*, chunk of ceiling that fell on tenant

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PART 2.3: COMMENCING THE CASE

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COMMENCING THE HP (1)



1. Order to Show Cause

- HP Part Judge signs OSC

2. Verified Petition

- Identifying Petitioner
- Identifying Respondents, including owner, managing agent, and HPD
- Demanding relief

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COMMENCING THE HP (2)



3. Relief Sought

- Order to correct all violations
- Civil penalties
 - **“C” Violation** –
 - \$50/day (1-5 units)
 - \$50-\$150 one-time +\$125/day (5+ units)
 - \$250-\$500/day for heat/hot water violation
 - \$500-\$1,000/day for heat/hot water if prior violation w/i 2 years
 - \$250/day for lead paint
 - **“B” Violation** - \$25-\$100 one-time +\$10/day
 - **“A” Violation** - \$10-\$50 one-time

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COMMENCING THE HP (3)

1. Exhibits

- HPD printouts of violations
- Schedule of alleged conditions
- Consider attaching photos, heat logs, or affidavits

2. Filing Fee or Poor Person's Certification

- CPLR 1101(A) motion for "poor person's relief"
- Requires affidavit of income from client

3. Service

- Include service provision in OSC (manner of service)

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PART 2.4: INSPECTION

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JUDICIAL ORDER OF INSPECTION

1. Request Judicial Order of Inspection
 - Form from clerk
 - Fill out
 - Clerk will call for date
 - New violations part of case
2. Client should be given copy of Inspection request form
3. Someone must be home to let inspector in
4. Advise client to be courteous but thorough
5. Even if inspector finds no violation, you can move forward

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PART 2.5: SECURING AN ORDER TO CORRECT OR STIP

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SETTLEMENT



1. Check HPD website before appearing in court.
 - If possible, discuss with potential settlement with client
2. Ask clerk to view HPD inspection report
 - Compare to conditions on website and in petition
3. Settlement
 - Common, even when no formal “violation”
 - HPD consent order form
 - Include time frame for repair
 - Lead paint and mold protocols (NYC Admin 27-2056)
 - Enlist HPD when possible

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TRIAL



1. Not common for repairs (more so for harassment)
2. Scope of hearing depends on defenses in landlord’s answer, including:
 - Lack of personal jurisdiction
 - No standing because not tenants
 - Not an owner
 - No violations
 - Economic Infeasibility (cost of repairs exceeds value of property)
 - Conditions corrected (mere testimony not enough—need doc evidence)
3. Defenses do NOT include:
 - Lack of prior notice
 - Vacate order

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TENANT'S BURDEN OF PROOF



1. Petitioner is a tenant or “a person having a lawful right in the premises.”
 - Leases, rent receipts, testimony, photos, video
2. Respondents are owners
 - Certified copy of HPD property registration form or deed
3. Service
 - Certified copies of HPD’s affidavits of service; proof of mailing notice(s) of violation
4. Conditions constitute violations
 - Computer print out of HPD violations record or visual display of HPD records on court computer; reports of court-ordered inspections; photos; video; testimony
 - Existence and Absence of violations on report—prima facie, but rebuttable proof violations do/don’t exist.

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ORDER TO CORRECT



1. If you succeed, the court will issue an order to correct
2. Similar to HPD consent order form
3. Sets forth deadline for repairs and potential penalties

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PART 2.6: ENFORCEMENT

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ENFORCEMENT

1. Service

- Serve on each respondent and respondent's counsel. Even though case law says it's not needed, CPLR § 5104 requires service of a certified order to pursue contempt.

2. Re-inspection by HPD

3. Motion for Contempt or Civil Penalties

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CONTEMPT/PENALTIES (1)



1. When to bring—if LL fails to comply
2. Contents
 - Copy of order
 - HPD printout
 - Tenant affidavits
 - New photos
 - New correspondence
3. Relief sought

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CONTEMPT/PENALTIES (2)



Service

Type of Relief	Type of Service & Timing
Civil Penalties (fines payable to HPD)	Serve respondent's attorney 8 days before hearing (add 5 days for mail service). If filing with motion for contempt, follow service requirements below.
Civil Contempt (fines payable to aggrieved party)	Service on respondent and respondent's attorney, 10-30 days before hearing. (Add five days for mail service).
Criminal Contempt (fines payable to City and imprisonment for willful disobedience)	Personal service on each respondent separately. Service on attorney should be made also.
HPD should be served by mail with copies of motion. Affidavit by server and certified mail receipts should be provided to court on return date.	

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CONTEMPT/PENALTIES (3)



1. Settlement
 - Virtually any terms to which the parties agree
 - Could include rent abatement and correction of NVR conditions
2. Hearing
 - Proof of harm
 - Contempt is discretionary
3. Relief
 - Contempt findings are rare
 - Civil penalties are NOT discretionary, but HPD may settle
4. Enforcement of money judgments by HPD

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PART 3: HARASSMENT CASES

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HARASSMENT (1)

Harassment is any act or omission by an owner that causes or intends to cause tenant to be constructively evicted or give up rights, and includes 1 of the following:

- Using force or threats of force against lawful occupant;
- Repeated interruptions of essential services that impair habitability;
- Repeatedly bringing frivolous litigation;
- Removing possessions;
- Removing doors or locks;
- Other enumerated infractions.

HARASSMENT (2)

Local Law 7 (2008) NYC Admin. Code 27-2004:
Prohibits LL's from harassing tenants and allows tenants to bring harassment claims in an HP proceeding.

- Same parties and procedures as regular HP
- No inspection unless lack of services/repairs is the harassment
 - If it is, at least one of the conditions must have been a previously recorded violation

HARASSMENT: CIVIL PENALTIES

1. NYC Admin. Code 27-2115
2. Class “C” (immediately hazardous) condition
3. Civil penalties between \$2,000-\$10,000 for each violation
 - If there was a prior harassment finding within past 5 years, civil penalties between \$4,000-\$10,000 for each violation
4. HPD must post on its website the following information:
 - Address of the building
 - Name of the property owner
 - Civil penalty imposed
 - Date of civil penalty
 - Whether a restraining order was issued to prevent the landlord from engaging in harassment under Admin. Code 27-2005

PART 4: PRACTICE NOTES & MISCELLANEOUS

HOUSING COURT: WHAT TO EXPECT



1. Where to go when you arrive
2. The key parties
3. Dealing with opposing counsel
4. Dealing with Judges
5. Dealing with HPD
6. How a hearing will be conducted
7. When to arrive/when case will be called
8. Common pitfalls — relying on LL's atty; forgetting HPD can help; expecting expeditious results.

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REPRESENTING MULTIPLE UNITS



1. Same rules apply, across the board.
2. Somewhat more work because more units to coordinate.
3. Can resolve building-wide issues.
4. Depending on number of units at issue, may decide not to focus on every issue in every apartment, but rather on systemic problems.

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HP CASES INVOLVING NYCHA BUILDINGS



- **HPD does not issue violations.**
- **HPD inspection report will not appear online, but it will be available in the court file.**
- **HPD attorneys do not appear on HP cases involving NYCHA buildings.**
 - HPD is still a respondent in these cases.
- **All boroughs, except Staten Island, have a NYCHA Part.**

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MOLD IN NYCHA BUILDINGS



- **Special procedures apply to NYCHA cases involving mold. *Baez v. NYCHA*, 13-cv-8916 (S.D.N.Y.)**
- **Please see relevant exhibits in the manual if you have a case that fits this bill.**
- **Please also confer with your mentor at LSNYC on this topic.**

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THE ROADMAP - TAB 1



1. Call with LSNYC
2. Meet with the client
3. Draft/file OSC, petition, & poor person's affidavit
4. Post-filing: service & inspections
5. 1st court appearance
6. Between court
7. 2nd court appearance
8. Additional court appearances as needed

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WORKING EFFECTIVELY WITH OUR CLIENTS



1. Legal Services NYC serves—and you will be assisting—vulnerable people with few options.
2. Extremely low-income. Many other crises may be going on.
3. Some clients may miss appointments, either because they can't afford the cost of traveling, or because of work, public benefits appointments, or child care issues.
4. For many clients, LSNYC, and you, are the first people to ever assist them in legal matters, and champion their cause.
5. Consider taking steps to make meetings easier—pay for MetroCard, meet downstairs, etc.
6. Phones may run out of minutes.
7. Please be kind, be patient, and reach out to LSNYC if you have trouble with any client. We are happy to help.

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THANK YOU!



Exhibit 3

LEGAL OUTLINE

Housing Repair Actions: Prosecuting Code Violations on Behalf of Low-Income New Yorkers

I. INTRODUCTION – WHAT IS AN HP ACTION?

- A. An HP action is one tool a tenant or group of tenants may use to compel a landlord to make repairs to an apartment and/or common areas of a building. Authorized by the New York City Civil Court Act § 110(a) and the New York City Administrative Code § 27-2115, an HP Action is a special proceeding (governed by C.P.L.R. Art. 4) commenced by a tenant or group of tenants and usually commenced and litigated in the “HP Part” of the Housing Court.
- B. In an HP action, tenants may seek and obtain two forms of relief under the law: (1) a court order, called an “order to correct,” requiring an owner to correct conditions in the tenants’ apartments and common areas of the building that constitute violations of the Housing Maintenance Code, Multiple Dwelling Law, Building Code, Health Code, and other housing standards, within a set period of time; and (2) an order requiring the owner to pay civil penalties to the Department of Housing Preservation and Development (“HPD”). Although not authorized by the law, in practice tenants may be able to use the threat of civil penalties to negotiate rent abatements, payment of damages, or other relief.

II. PREPARATION FOR COMMENCING AN HP ACTION

- A. Conditions. Obtain an accurate list of the conditions in need of repair in your client’s apartment and the common areas of the building. The list should be categorized by room and should be as specific as possible, e.g. “Kitchen: hole in wall above sink,” instead of “hole in wall.”
- B. Preparing tenants. The tenant or tenants will need to be available for inspections by HPD, to provide access to the owner for repairs, and for possible re-inspection by HPD. Inspections can take place in the evenings and weekends, but the law requires tenants to provide access to the owner on weekdays between the hours of 9:00 AM and 5:00 PM (though some owners will agree to other hours). Tenants should expect that HP litigation can go on for several months.
- C. Demand letter. Though not required by law, you might consider mailing a demand letter with the list of conditions to the building owner. Such a letter may avoid unnecessary litigation and can also be useful to show that the owner has ignored

prior attempts to resolve the issues outside of court. However, a demand letter may also delay the case.

- D. Evidence. Although the most commonly used form of evidence of conditions are Housing Maintenance Code violations placed by HPD inspectors, other evidence is admissible and should be obtained: 1) photographs – if possible, photograph every condition; 2) heat log – HPD will not place a violation if heat is not insufficient at the moment of inspection, but a contemporaneously recorded heat log is admissible evidence of lack of heat; 3) other agency reports – other city agencies might place violations; 4) real evidence – dead bedbugs, roaches, and rodents make for compelling evidence.

III. COMMENCING THE HP ACTION

- A. Order to show cause. An HP Action is generally commenced by order to show cause, rather than notice of petition, as authorized by Civil Court Act § 110(a)(9) and C.P.L.R. §403(d). Include in the service provision that the pleadings may be served by certified or registered mail, return receipt requested. The order to show cause is signed by a judge of the Housing Court. You will conform your copy to the notations made by the judge and clerk in preparation for service.
- B. Verified petition. Along with the order to show cause you will serve a petition verified by the tenant(s).
 - 1. Who to name as the petitioner: Every tenant who is seeking an order to correct the repairs in her apartment must be named in the caption as a petitioner and must verify the petition.
 - 2. Who to name as respondent: At minimum you should name the title holder to the property, which you can verify by looking at the Building Registration Summary Report on HPD’s website and on ACRIS, which is a website of the NYC Department of Finance. In addition to the deed holder, you may also name “any other person, firm or corporation, directly or indirectly in control of a dwelling.” NYC Admin. Code § 27-2004(a)(45). This includes the corporate or individual owners, managing agents, superintendent, and anyone else on the multiple dwelling registration.

You must also name HPD as a respondent. NYC Admin. Code § 27-2115(h)(1). No notice of claim is required. *Various Tenants of 515 East 12th Street v. 515 East 12th Street Inc.*, 128 Misc.2d 235 (Civ. Ct. N.Y. Co. 1985).
 - 3. Relief sought: (a) An order to correct all violations within statutory time periods. This relief is not limited to violations already placed by HPD. N.Y.C. Admin. Code § 27-2115(h) expressly provides that an HP action

can be brought “should the department [HPD] fail to issue a notice of violation upon the request of a tenant or group of tenants,” and further that “If the court finds a condition constituting a violation exists, it shall direct the owner to correct the violation . . .” Though having a violation already in the database makes the case much easier, it is not a legal requirement.

(b) An order of civil penalties for all existing violations for which the time to correct has expired. NYC Admin Code § 27-2115(a) provides a schedule for civil penalties:

- “C” violation - \$50/day (1-5 units)
\$50-\$150 one-time + \$125/day (5 or more units)
- “B” violation - \$25-\$100 one-time + \$10/day
- “A” violation - \$10-\$50 one-time

A list of open violations can be found on HPD’s website and should be printed out each time you view as the list can change over time.

4. Exhibits: Attach HPD printouts of violations already placed as well as a schedule of all alleged conditions, whether violations have been placed or not.
- C. Filing fee: There is a filing fee of \$45.00 to purchase an index number (no matter the number of petitioners). If appropriate, the filing fee can be waived upon motion pursuant to C.P.L.R. § 1101(a).
 - D. Requesting an inspection by HPD: Upon filing the HP petition you will have the opportunity to request an inspection of the premises by HPD. You should take advantage of this opportunity. You can obtain the Inspection Request form from the clerk. The form requests the name, address, and telephone number of the tenant for whom the inspection is being requested, whether there are children under 6 years of age in the household, and the list of conditions to be inspected. You can request that the inspection take place during a specific time period, so be sure to have discussed your client’s availability beforehand.¹ The judge will sign the inspection request and the clerk will contact HPD to schedule the inspection.
 - E. Service. Serve the conformed order to show cause and verified petition in the manner authorized by the judge on the order to show cause. The individual serving the documents should sign a notarized affidavit of service.

¹The Inspection Request form provides options for the inspection to take place on a weekday between 10:00 a.m. and 2:00 p.m.; 2:00 p.m. and 6:00 p.m.; or 5:00 p.m. and 9:00 p.m.; on a weekend between 10:00 a.m. and 3:00 p.m.; or, on Staten Island, between 10:00 a.m. and 2:00 p.m.

IV. THE INSPECTION BY HPD

- A. Make sure your client gets a copy of the Inspection Request form for her apartment and knows the date and range of time that the inspector will be coming. Because having an accurate inspection is a key to a successful HP action, it is a good idea to advise the tenant to be at home (or have someone who is familiar with the conditions in the apartment be home) during the scheduled inspection time.
- B. Advise your client to be courteous to, and not to argue with, the inspector. The client should, however, politely make sure that the inspector looks at all of the conditions set forth in the Inspection Request form.
- C. The inspector may determine that a condition is not a violation. This does not mean that a subsequent inspector would make the same finding, nor does it mean that the landlord does not need to correct the violation. Situations where the inspector does not find a violation are where photographs and other evidence are particularly useful.

V. APPEARING IN COURT - SETTLEMENT

- A. Before you appear in court on the designated date, check the HPD website for the results of the inspection and compare it to the list of conditions set forth in the petition. (Violations are classified as nonhazardous (“A” violations), hazardous (“B” violations), or immediately hazardous (“C” violations).) Go to HPD website on NYC.gov - <http://www.nyc.gov/html/hpd/html/home/home.shtml> - and use search box on lower right corner to find your property. On property page, click link for “All open violations” on lower left side to see all open violations for your property. Be sure to notice which violations are for your client’s apartment and which are for other apartments or public areas.
 - a. HPD will not issue violations for NYCHA buildings and the inspection report will only be available in the court file. You can send someone from your office to the court to copy it in advance, or review it on the court date.
- B. In court, ask the clerk to view the HPD inspection report, which should be in the court file. You may ask to remove the court file from the court room so that you can make a photocopy of the report. Next to each condition on the report the inspector will have noted “VR” (violation reported), “NVR” (no violation reported), or “NA” (no access). Compare the report to the violations on the HPD website and conditions listed in the petition.
- C. Settlement. HP actions will often settle with an agreement by the owner to repair the conditions alleged in the petition. Even if conditions alleged in the petition do

not constitute violations as determined by the HPD inspector, you should still try to get the owner to agree to repair the conditions. This will be easier if you have evidence of the condition. If the owner will not agree, you can ask for a new inspection, make an agreement regarding the conditions that are violations and have a trial on the remaining allegations, or scrap the agreement entirely and have a trial on all the allegations.

HPD provides a comprehensive consent order form that is a good guide to settlement. However, because the forms are so comprehensive, owners will often balk at using them, or may consent to their use but only with significant changes. Whatever form you use, at the very least it should include the time frame by which the repairs should be completed and specification of access dates for when the repairs will take place.

The statute requires that “C” violations be corrected within 24 hours, “B” violations within 30 days, and “A” violations within 90 days. N.Y.C. Admin. Code § 27-2115(c). These times can be, and usually are, altered on consent if the parties agree to settle. A reasonable time for correction of “C” violations, depending on the condition, is two weeks.

Be aware that there is a specific statute pertaining to lead paint (N.Y.C. Admin. Code §§ 27-2056.1 – 27.2056.18) and protocols for lead and mold remediation.

There are no form consent orders or stipulations for NYCHA HPs. In general, NYCHA will agree to repair all violations in the HPD reports on the following timeline: 48 hours for smoke detectors; 2 weeks for extermination; 60 days for tiles, flooring, paint and plaster; and 30 days for everything else. They are also willing to agree to adjourn dates as control dates. The judge and court attorney sitting in the NYCHA Part, where NYCHA cases will be heard, can be very helpful. If you are having trouble resolving a dispute with NYCHA or getting what you need in the stipulation, reach out to them for help.

- D. The role of HPD. Although HPD is a party to the case and has attorneys present in court, its attorneys will usually refrain from getting involved in a case where both tenant and owner are represented by counsel. However, in contentious or trickier cases, it can be useful to enlist HPD as an ally, as its interests overlap with the tenant’s interest in having the conditions corrected. HPD will often settle for a small fraction of the civil penalties a landlord may owe, or none at all, and you may be able to use the leverage of civil penalties to obtain a rent abatement or damages for your client.
 - 1. HPD attorneys do not appear on NYCHA HP cases. However, HPD is still a respondent.

VI. APPEARING IN COURT – TRIAL

- A. If the owner will not agree to settle the case by agreeing to repair the alleged conditions, you will need to try the case.
- B. The scope of a hearing will depend on the defenses asserted in the landlord's answer and not waived by it. Possible defenses include:
 - 1. Lack of personal jurisdiction
 - 2. Petitioners lack standing because they are not tenants. *But see Various Tenants of 515 East 12th Street v. 515 East 12th Street Inc.*, 128 Misc.2d 235 (Civ. Ct. N.Y. Co. 1985).
 - 3. The respondent is not an "owner" within the meaning of the Housing Maintenance Code.
 - 4. Conditions complained of do not constitute violations.
 - 5. Conditions complained of have been corrected.

Note: If a condition was found to be a violation, the mere testimony by a landlord that it was corrected is insufficient as a matter of law unless he has personal knowledge that the work was done. *See Department of Housing Preservation and Development v. Knoll*, 120 Misc.2d 813, 467 N.Y.S.2d 468 (App. Term 2d and 11th Jud. Dists. 1983). The landlord either must submit documentary evidence or present testimony from the people who did the work. *See Department of Housing Preservation and Development v. Varveris, Dodeka Realty*, N.Y.L.J. June 16, 1992, p. 36, col. 6 (App. Term 2d and 11th Jud. Dists.)

- 6. Economic infeasibility. *See Eyedent v. Vickers Management*, 150 A.D.2d 202, 541 N.Y.S.2d 210 (1st Dep't 1989). *See also Bernard v. Scharf*, 246 A.D.2d 171, 675 N.Y.S.2d 64 (1st Dep't 1998), *rev'd and remanded with directions to dismiss as moot*, 93 N.Y.2d 842, 689 N.Y.S.2d 1 (1999). According to the Appellate Division in *Bernard v. Scharf*, an order directing an owner to make repairs may constitute an unconstitutional taking of property under the Fifth and Fourteenth Amendments of the U. S. Constitution if the cost of repairs exceeds the anticipated market value of the restored structure. In reversing two orders to correct a fire-damaged building, the court relied on the Court of Appeals' decision in *Seawall Associates v. City of New York*, 74 N.Y.2d 92, 107, 544 N.Y.S.2d 542, 549 (1989), *cert. denied*, 493 U.S. 976, which held that a burden-shifting regulation amounts to a taking without just compensation "(1) if it denies an owner economically viable use of his property, *or* (2) if it does not substantially advance legitimate State interests." The Appellate Division did indicate, however, that a landlord's "unclean hands" may preclude him from asserting an economic infeasibility defense if the conditions to be corrected were "the landlord's fault."

Defenses do *not* include:

1. Lack of prior notice that conditions constituting violations existed
2. Placement of a vacate order by a governmental entity. *Eyedent v. Vickers Management*, 150 A.D.2d 202 (1st Dep't 1989).

C. Depending on the landlord outstanding defenses, you may need to prove:

1. The petitioner is a tenant (or, at least, a "person having a lawful right in the premises," such as a licensee or subtenant). *See Various Tenants of 515 East 12th Street v. 515 East 12th Street Inc.*, 128 Misc.2d 235 (Civ. Ct. N.Y. Co. 1985).
2. The respondents are "owners" within the meaning of the Housing Maintenance Code.
3. The respondents were properly served with the order to show cause initiating the HP action.
4. The conditions complained of constitute violations of the Housing Maintenance Code or other housing standards and have not been corrected.

D. Proof:

1. Certified copy of HPD Property Registration form and/or property deed to prove respondents are "owners"
2. Computer printout of HPD violations of record or HPD computer records visually displayed on court's computer terminal [Multiple Dwelling Law § 328(3)]²
3. Leases, rent receipts, testimony to prove petitioners are tenants
4. Reports of court-ordered inspections
5. Photographs; videotapes
6. Testimony
7. Certified copies of HPD's affidavits of service and proof of mailing of notices of violation (re: civil penalties for landlord's failure to correct outstanding violations of record within the time allowed by law)

Note: You may wish to subpoena HPD's inspector to question him about his inspection.

²Pursuant to Section 328(3) of the Multiple Dwelling Law, one can also ask the Court to take judicial notice of the Building Registration Summary Report for the building found at HPD's website, as visually displayed on the Court's computer terminal.

VII. HARASSMENT

- A. NYC Admin. Code § 27-2004(a)(48): Except where otherwise provided, the term "harassment" shall mean any act or omission by or on behalf of an owner that
- (i) causes or is intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy, and
 - (ii) includes one or more of the following acts or omissions, provided that there shall be a rebuttable presumption that such acts or omissions were intended to cause such person to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy, except that such presumption shall not apply to such acts or omissions with respect to a private dwelling, as defined in paragraph six of subdivision a of section 27-2004:
 - a. using force against, or making express or implied threats that force will be used against, any person lawfully entitled to occupancy of such dwelling unit;
 - b. repeated interruptions or discontinuances of essential services, or an interruption or discontinuance of an essential service for an extended duration or of such significance as to substantially impair the habitability of such dwelling unit;
 - c. failing to comply with the provisions of subdivision c of section 27-2140 of this chapter;
 - [NYC Admin. Code 27-2140(c) discusses owner obligations to comply with a vacate order when a building or apartment is unfit for habitation]
 - d. commencing repeated baseless or frivolous court proceedings against any person lawfully entitled to occupancy of such dwelling unit;
 - e. removing the possessions of any person lawfully entitled to occupancy of such dwelling unit;
 - f. removing the door at the entrance to an occupied dwelling unit; removing, plugging or otherwise rendering the lock on such entrance door inoperable; or changing the lock on such entrance door without supplying a key to the new lock to the persons lawfully entitled to occupancy of such dwelling unit; or
 - g. other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy, including improperly requiring such person to seek, receive or refrain from submitting to medical treatment in violation of subdivision b of section 26-1201.

Note: If you believe that your client may have been the subject of harassment please review NYC Admin. Code § 27-2004(a)(48) in its entirety.

B. Harassment civil penalties

1. Pursuant to NYC Admin. Code § 27-2115(m), harassment is a class “C” (immediately hazardous) condition.
2. Civil penalties between \$2,000-\$10,000 for each violation.
3. If there was a prior harassment finding within past 5 years, civil penalties between \$4,000-\$10,000 for each violation.
4. After a court of competent jurisdiction has issued a finding that harassment has occurred, HPD must post on its website the following information:
 - Address of the building
 - Name of the property owner
 - Civil penalty imposed
 - Date of civil penalty
 - Whether a restraining order was issued to prevent the landlord from engaging in harassment under Admin. Code 27-2005

VIII. ORDER TO CORRECT

After trial, if the tenant has met her burden and the owner’s defenses have not prevailed, the court will issue an order to correct very similar to the consent order form used by HPD, setting a deadline by which the violations must be abated and, potentially, ordering payment of civil penalties.

IX. ENFORCEMENT OF THE ORDER TO CORRECT

- A. After obtaining the consent order or order from the court, serve a copy on each respondent, each respondent’s attorney, and on any party whom you wish to hold responsible for compliance. Although case law says it is unnecessary to do so, Section 5104 of the C.P.L.R. states that to lay the groundwork for a contempt motion to punish a party for failing to obey a court order, you must first serve the party with a *certified* copy of the order. An attorney may certify an order pursuant to Section 2105 of the C.P.L.R. by signing a certification stating that she has compared the copy with the original and found it to be a true and complete copy, and attaching it to the order.
- B. Re-inspection by HPD. HPD will typically order re-inspections after the time to correct “B” violations has run. However, they will not notify the tenants of these inspections beforehand (this appears to be simply poor organization, rather than deliberate policy). You should call the HPD attorney and ask her to let you know when the inspections have been scheduled. A “no access” result from a re-inspection deprives you of key evidence in proving the landlord’s failure to make

repairs. Nothing prevents tenants from making new 311 calls and scheduling inspections on their own.

C. Motion for Contempt and/or Civil Penalties. When an owner has failed to comply with an order to correct, the legal remedy is a motion for contempt and/or civil penalties.

1. When to bring. Strategically, you must decide whether you believe that further action is necessary to make the landlord do the repairs. If the tenants feel that the landlord is working in good faith, only slowly, a contempt motion may be unnecessary (repairs may be done before the motion is decided). If the tenant association feels that the landlord has been treating them with due deference, or that other tactics are sufficing to hold the landlord accountable, a contempt motion may only get in the way. You should consider all possible tactics, and not assume that a motion is the best one.

If the tenant decides to bring a contempt motion, it is best to wait until the time to correct “B” violations has run, so as to have a more robust record. “A” violations carry only one-time civil penalties that do not compound over time, so it may not be worth it to wait for their 90 days to run.

2. Contents. In addition to the OSC and attorney affirmation, the motion for contempt should include at least:
 - a. Copy of the order;
 - b. Current printout from HPD database;
 - c. Affidavits from each tenant describing the current conditions, the history of access (requests by LL, invitations by tenant, attempts to schedule, visits by LL, etc.), the date that violations were corrected, if after the deadline and any harm suffered by the tenant due to failure to complete the repairs;
 - d. New photographs of remaining conditions;
 - f. Copies of any communications between the tenant and LL regarding the condition or access (not always).
3. Relief sought:
 - a. Civil penalties under NYC Admin Code § 27-2115 for all time since the order to correct that violations have remained uncorrected;

- b. A further order to correct with new and shorter deadlines;
 - c. Civil contempt under Sections 753 and 774 of the Judiciary Law (civil contempt consists of monetary fines);
 - d. Criminal contempt under NYC Admin Code § 27-2124, CPLR § 5104 and Article 19 of the Judiciary Law (criminal contempt can result in imprisonment).
4. Service.
- a. For civil penalties and civil contempt:
 - i. Civil Penalties: If filing a motion for civil penalties without also seeking contempt, serve respondent's attorney eight days before the proposed hearing date. See CPLR 2214(b). Add five days to the required time if serving by mail. See CPLR 2103(b)(2). If filing a motion for civil penalties along with a motion for contempt, follow the more stringent service requirements for contempt.
 - ii. Civil Contempt: Service should be made on respondent's attorney, 10-30 days before the hearing date. See Judiciary Law §§ 756, 761. If serving by mail, add five days. See CPLR 2103(b)(2).
 - iii. Although Judiciary Law 761 states you must serve respondent, service on respondent's attorney is sufficient pursuant to case law. *See People ex rel. Golden v. Golden*, 57 AD2d 807, 394 NYS2d 699 (App Div. 1st Dep't 1977). Best practice would be to serve both respondent and respondent's attorney.
 - b. For criminal contempt, it is necessary to personally serve each respondent separately. *Matter of Grand Jury Subpoena (Morano's of Fifth Ave., Inc.)*, 144 A.D.2d 252, 256, 533 N.Y.S.2d 869, lv. denied in part, dismissed in part, 73 N.Y.2d 1009, 541 N.Y.S.2d 762, 539 N.E.2d 590; *Lu v. Betancourt*, 116, AD2d 492, 494; 496 NYS2d 754). "A proceeding to punish for criminal contempt arising out of a civil action is considered separate from the civil action and must be properly commenced by personal service upon the alleged contemnor." *Matter of Murray*, 98 AD2d 93, 98 (1st Dept 1983). Must serve a "reasonable time" before the proceeding pursuant to Section 751 of the Judiciary Law. See Article 3 of the

CPLR for specific service requirements. Personal service requires either:

- i. Personal, in-hand delivery to each party (for a corporation, this can be to an officer or agent of the corporation); or
 - ii. If in-hand delivery is not possible after a reasonable effort, in-hand delivery to a person of “suitable age and discretion” at the party’s address, plus certified mailing; or
 - iii. If no form of in-hand delivery is possible after a reasonable effort, by posting of the motion in a prominent place at the entrance to the party’s service address, plus certified mail.
 - c. Proof of service, in the form of an affidavit by the server and certified mail receipts (if applicable) should be provided to the court on the return date.
 - d. If the court finds that personal service was not made, it will allow claims for civil penalties and civil contempt to go forward without criminal contempt claims
 - e. As a statutory party, HPD must be served a copy of the motion for contempt even though you are not seeking contempt against HPD.
5. Settlement. A contempt motion may be settled on virtually any terms to which the parties can agree. Thus, for example, respondents may agree that the tenant should receive a specified rent abatement; that the landlord shall correct the violations set forth in the existing order to correct by a new date certain; and that the landlord shall correct specified additional conditions by a date certain.
6. Hearing. A party cannot be held in contempt without a hearing.
- a. To prove contempt (either civil or criminal), the tenants must prove that they were harmed by the landlord’s default. This means they must testify as to how the conditions in their apartments have negatively affected them. (This is not a requirement for further civil penalties.)
 - b. Contempt is discretionary, so the court can consider nearly any factor in deciding whether contempt is appropriate. This means that the landlord can attempt to mitigate their default by showing that it was caused by lack of funds, unforeseen circumstances, acts of god, etc. (These are not defenses to further civil penalties.)

7. Relief

- a. Many judges are extremely reluctant to hold landlords in contempt of court. One HP judge did not grant contempt in even a single case during the 2009-10 session. On the other hand, on June 17, 2010, Judge Klein in the Bronx ordered landlord Sam Suzuki jailed for failure to make repairs ordered a year earlier.
- b. Civil penalties are not discretionary, and will be awarded if the tenants prove that violations were not corrected in the statutory time (and that no defenses apply). However, as with a consent order, HPD can settle for far less than the statutory penalties.

D. Enforcement of money judgments by HPD. HPD refers all unpaid judgments to its Judgment Enforcement office in the Housing Litigation Division (HLD). The phone number of the HLD is (212) 863-8200. If you have information about the landlord's bank account or property, it can be useful to the HLD in seeking a lien. If any tenant pays rent by personal check, the canceled checks will have the landlord's bank name and account number on the back.

Exhibit 4

N.Y. CCA Law § 110: NY Code – Section 110: Housing Part

(a) A part of the court shall be devoted to actions and proceedings involving the enforcement of state and local laws for the establishment and maintenance of housing standards, including, but not limited to, the multiple dwelling law and the housing maintenance code, building code and health code of the administrative code of the city of New York, as follows:

(1) Actions for the imposition and collection of civil penalties for the violation of such laws.

(2) Actions for the collection of costs, expenses and disbursements incurred by the city of New York in the elimination or correction of a nuisance or other violation of such laws, or in the removal or demolition of any dwelling pursuant to such laws.

(3) Actions and proceedings for the establishment, enforcement or foreclosure of liens upon real property and upon the rents therefrom for civil penalties, or for costs, expenses and disbursements incurred by the city of New York in the elimination or correction of a nuisance or other violation of such laws.

(4) Proceedings for the issuance of injunctions and restraining orders or other orders for the enforcement of housing standards under such laws.

(5) Actions and proceedings under article seven-A of the real property actions and proceedings law, and all summary proceedings to recover possession of residential premises to remove tenants therefrom, and to render judgment for rent due, including without limitation those cases in which a tenant alleges a defense under section seven hundred fifty-five of the real property actions and proceedings law, relating to stay or proceedings or action for rent upon failure to make repairs, section three hundred two-a of the multiple dwelling law, relating to the abatement of rent in case of certain violations of section D26-41.21 of such housing maintenance code.

(6) Proceedings for the appointment of a receiver of rents, issues and profits of buildings in order to remove or remedy a nuisance or to make repairs required to be made under such laws.

(7) Actions and proceedings for the removal of housing violations recorded pursuant to such laws, or for the imposition of such violation or for the stay of any penalty thereunder.

(8) Special proceedings to vest title in the city of New York to abandoned multiple dwellings.

(9) The city department charged with enforcing the multiple dwelling law, housing maintenance code, and other state and local laws applicable to the enforcement of proper housing standards may commence any action or proceeding described in paragraphs one, two, three, four, six and seven of this subdivision by an order to show cause, returnable within five days, or within any other time period in the discretion of the court. Upon the signing of such order, the clerk of the housing part shall issue an index number.

Exhibit 5

New York City, N.Y., Code § 27-2115
NEW YORK CITY CHARTER, CODE, AMENDMENTS & RULES
NEW YORK CITY ADMINISTRATIVE CODE
TITLE 27. CONSTRUCTION AND MAINTENANCE
CHAPTER 2. HOUSING MAINTENANCE CODE.
SUBCHAPTER 5. LEGAL REMEDIES AND ENFORCEMENT.
ARTICLE 2. CIVIL PENALTY.

§ 27-2115. Imposition of civil penalty.

(a) A person who violates any law relating to housing standards shall be subject to a civil penalty of not less than ten dollars nor more than fifty dollars for each non-hazardous violation, not less than twenty-five dollars nor more than one hundred dollars and ten dollars per day for each hazardous violation, fifty dollars per day for each immediately hazardous violation, occurring in a multiple dwelling containing five or fewer dwelling units, from the date set for correction in the notice of violation until the violation is corrected, and not less than fifty dollars nor more than one hundred fifty dollars and, in addition, one hundred twenty-five dollars per day for each immediately hazardous violation, occurring in a multiple dwelling containing more than five dwelling units, from the date set for correction in the notice of violation until the violation is corrected. A person wilfully making a false certification of correction of a violation shall be subject to a civil penalty of not less than fifty dollars nor more than two hundred fifty dollars for each violation falsely certified, in addition to the other penalties herein provided.

(b) The department shall serve a notice of violation upon the owner, his or her agent or other person responsible for its correction. The notice shall identify the condition constituting the violation, the provision of law applicable thereto, the department's order number, the classification of the violation according to its degree of hazard, the time for certifying the correction of such violation, and the amount of the possible penalty. It shall also advise that the department will, if requested, confer with the owner or his or her representative concerning the nature and extent of the work to be done to insure compliance and the methods of financing such work. In any case where the provisions of this section authorize the service of such notice by mail, the statement of any officer, clerk, or agent of the department, or of anyone authorized by the department to mail such notice of violation, subscribed and affirmed by such person as true under the penalties of perjury, which describes the mailing procedure used by the department, or by the department's mailing vendor, or which states that these procedures were in operation during the course of mailing a particular cycle of notices of violation, shall be admitted into evidence as presumptive evidence that a regular and systematic mailing procedure is followed by the department for the mailing of its notices of violation. Where the department introduces into evidence the business records which correspond to the various stages of the mailing of a particular cycle of notices of violation, pursuant to subdivision (c) of rule forty-five hundred eighteen of the civil practice law and rules, then a presumption shall have been established that the mailing procedure was followed in the case of such cycle, and that such notice of violation has been duly served.

(c) The said notice of violation shall also specify the date by which each violation shall be corrected. Such date shall be:

(1) ninety days from the date of mailing of the notice in the case of non-hazardous violations; (2) thirty days from the date of mailing of the notice in the case of hazardous violations; and (3) twenty-four hours in the case of immediately hazardous violations in which case the notice shall

be served by personal delivery to a person in charge of the premises or to the person last registered with the city as the owner or agent, or, by registered or certified mail, return receipt requested, to the person in charge of the premises or to the person last registered with the department as the owner or agent; provided that where a managing agent has registered with the department, such notice shall be served on the managing agent. Service of the notice shall be deemed completed five days from the date of mailing. The department may postpone the date by which a violation shall be corrected upon a showing, made within the time set for correction in the notice, that prompt action to correct the violation has been taken but that full correction cannot be completed within the time provided because of technical difficulties, inability to obtain necessary materials, funds, or labor, or inability to gain access to the dwelling unit wherein the violation occurs or such other part of the building as may be necessary to make the required repair. In the case of immediately hazardous violations such showing must be made prior to the close of business on the next full day the department is open following the period set for correction. The department may condition such postponement upon the applicant's written agreement to correct all violations placed against the premises by the department or other appropriate governmental agency and to satisfy within an appropriate period of time, all sums owing to the department for repairs made to said premises. The department may require such other conditions as are deemed necessary to insure correction of the violations within the time set by the postponement. The department shall prepare a written statement signed and dated by the person making such decision setting forth the reasons for the postponement of the date by which a violation shall be corrected or the reason for the denial of such application for postponement and said written statement shall be part of the record of the department.

(d) On or before September first, nineteen hundred seventy-two, the department shall classify all violations of the multiple dwelling law, the housing maintenance code and other applicable state and local laws as non-hazardous, hazardous and immediately hazardous, secure the approval thereof by the advisory council to the housing part of the civil court of the city of New York and publish such classification in the City Record. Such classification shall be based on the effect of the violation upon the life, health or safety of the occupants of the building and upon the public. After October first, nineteen hundred seventy-two and prior to October fifteenth, nineteen hundred seventy-two, the department shall hold a public hearing on the proposed classifications. Notice of such public hearing shall be published in the City Record not less than thirty days prior to the hearing. Within fifteen days after the conclusion of the said hearing, the department shall forward to the advisory council the list with such proposed changes as it may recommend for their approval. Within ten days of the receipt of such list, the advisory council shall advise the department as to which changes they have approved. The department shall thereupon, within five days, cause the list, together with such changes as have been approved to be published once each week for two successive weeks in the City Record. Any person who may be aggrieved as an owner or tenant may, within thirty days of such first publication seek a review of the department's action, provided that no such review shall stay the effectiveness of such list or the operation of the housing part of the civil court of the city of New York. Thereafter, and from time to time, the department may modify the list with the approval of the advisory council after publication, and public hearing as provided for the original list.

(e) In the event the department fails to promulgate such list as above provided, or to take any step in connection therewith within the time provided, the administrative judge of the civil court and the judicial conference may take such action as they deem necessary to insure the establishment of the housing part of the New York city civil court and its operation on April first,

nineteen hundred seventy-three, as provided by law.

(f) (1) The notice of violation shall direct that when any violations of a particular class have been corrected, they may be certified at one time to the department or, in the alternative, each violation may be separately and independently certified. Such certification shall be made in writing, under oath by the registered owner, a registered officer or director of a corporate owner or by the registered managing agent except that, in the alternative, such certification may be submitted in an electronic form in accordance with the rules of the department which shall provide a mechanism for authenticating the source of the electronic submission; the department shall be required to accept such electronic submissions if submitted in accordance with such rules on and after the effective date of the local law that added these provisions authorizing such electronic submissions. Such certification shall be delivered to the department in person or electronically and acknowledgement of receipt therefor obtained or shall be mailed to the department by certified or registered mail, return receipt requested, no later than fourteen days after the date set for correction in the case of non-hazardous and hazardous violations, and no later than five days after the date set for correction in the case of immediately hazardous violations, and shall include the date when each violation was corrected. Such certification of correction shall be supported by a sworn statement, which may be submitted in an electronic form in accordance with the rules of the department, by the person who performed the work if performed by an employee or agent of the owner.

(2) A copy of such certification shall then be mailed not more than twelve calendar days from the date of receipt of notification to any complainant by the department.

(3) Such violation shall be deemed corrected seventy days from the date of receipt of such certification by the department unless the department has determined by a reinspection made within such period that the violation still has not been corrected and has recorded such determination upon its records and has notified the person who executed the certification by registered or certified mail to the address stated in the certification that it has been set aside and the reasons therefor; a copy of such notice shall be sent to the complainant.

(4) If the department does not inspect the premises after notification by the complainant that a violation has not been corrected, any tenant affected by such false certification shall have the right to apply to the court for a determination of violation as provided in subdivision (h) of this section, at which time the court shall assess appropriate penalties as provided in this section for any wilfully false certification it finds.

(5) Upon receipt of notice that the certification has been set aside the owner or his or her agent shall then have a right to apply to the court for a determination that such violation was corrected. Notice of such right shall appear on each notice that a certification has been set aside.

(6) Notwithstanding the foregoing, in the event an owner files with his or her certification a copy of a contract of sale or letter of commitment for a mortgage or refinancing of a mortgage covering the premises and further certifies that such sale or mortgage transaction is to occur within one hundred days of such certification, such violation shall be deemed corrected thirty days from the date of receipt of such certification by the department, unless the department has determined by reinspection made within such period that the violation still has not been corrected, has recorded such determination upon its records and has given notice of such determination to the owner, and has thereafter brought an action within thirty days to set aside such certification, to impose a penalty for false certification and to collect such other penalties as have accrued, provided that in all such cases, the department shall make such reinspection.

(7) Failure to file such certification of compliance shall establish a prima facie case that such

violation has not been corrected.

(8) (i) Notwithstanding any other provision of law, where (A) the department has performed two or more complaint-based inspections in the same dwelling unit within a twelve-month period, (B) each such inspection has resulted in the issuance of a hazardous or immediately hazardous violation, and (C) not all such violations have been certified as corrected pursuant to this section, the department may impose an inspection fee of two hundred dollars for the third and for each subsequent complaint-based inspection that it performs in such dwelling unit within the same twelve-month period that results in the issuance of a hazardous or immediately hazardous violation, provided that the department may by rule increase the fee for inspections performed during the period of October first through May thirty-first. Such inspection fee shall be in addition to any civil penalties that may be due and payable.

(ii) Such fee shall not be applicable to inspections (A) performed in a multiple dwelling that is active in the alternative enforcement program pursuant to article ten of subchapter five of this chapter, (B) performed in a multiple dwelling that is subject to a court order appointing an administrator as the result of a proceeding brought by the department pursuant to article seven-a of the New York state real property actions and proceedings law, (C) performed pursuant to subparagraph iv of paragraph one of subdivision k of this section, (D) resulting exclusively in hazardous or immediately hazardous violations for inoperable smoke detectors, inoperable carbon monoxide detectors, double cylinder locks on entry doors of dwelling units, illegal window gates, absence of window guards, or such other hazardous or immediately hazardous violations that the department specifies by rule or (E) where an owner has notified the department of his or her objection to such fee pursuant to section 27-2129 of this code, has provided such documentation to the department as it shall prescribe by rule regarding such owner's attempted access for the purpose of making repairs to the dwelling unit that is subject to the inspection fee, and the department has reviewed and approved such objection.

(iii) All fees that remain unpaid shall constitute a debt recoverable from the owner and a lien upon the premises, and upon the rents and other income thereof. The provisions of article eight of subchapter five of this chapter shall govern the effect and enforcement of such debt and lien.

(g) When there are a number of separate instances of a single condition which violates any housing standard established by law, such separate instances shall be treated collectively as a single violation with respect to any one dwelling unit, or with respect to the public area of a building, but nothing contained in this subdivision shall limit the number of violations for which a penalty under this section may be collected with respect to each dwelling unit or the public area of a building.

(h)(1) Should the department fail to issue a notice of violation upon the request of a lawful occupant or group of lawful occupants within thirty days of the date of such request, or if there is a notice of violation outstanding respecting the premises in which the lawful occupant or group of lawful occupants resides, or, if there is a claim of harassment pursuant to subdivision d of section 27-2005 of this chapter, the lawful occupant or any group of lawful occupants, may individually or jointly apply to the housing part for an order directing the owner and the department to appear before the court. Such order shall be issued at the discretion of the court for good cause shown, and shall be served as the court may direct. If the court finds a condition constituting a violation exists, it shall direct the owner to correct the violation and, upon failure to do so within the time set for certifying the correction of such violation pursuant to subdivision (c) of this section, it shall impose a penalty in accordance with subdivision (a) of this section. Nothing in this section shall preclude any person from seeking relief pursuant to any other

applicable provision of law.

(2) (i) Notwithstanding the provisions of paragraph one of this subdivision, where one or more allegations of harassment pursuant to subparagraphs b, c and g of paragraph 48 of subdivision a of section 27-2004 of this chapter is made, to the extent that any such allegation is based on physical conditions of a dwelling or dwelling unit, such allegation must be based at least in part on one or more violations of record issued by the department or any other agency. Where any allegation of harassment is based on more than one physical condition, the existence of at least one violation of record with respect to any such physical condition shall be deemed sufficient to meet the requirements of this paragraph.

(ii) The provisions of subparagraph i of this paragraph shall apply to any counterclaim or defense presented by a tenant in any proceeding in the housing part of the civil court if such counterclaim or defense is based on one or more allegations of harassment. In the event there is no violation of record with respect to at least one physical condition alleged by such tenant such counterclaim or defense shall be dismissed without prejudice.

(i) In the event an owner fails to correct a violation within the time specified in a notice of violation sent to the owner, his or her agent or other person responsible for its correction pursuant to subdivision (b) of this section, or within any additional time granted pursuant to subdivision (c) of this section, and no certification of correction with respect to such violation has been filed by the owner or his or her registered managing agent in accordance with the provisions of subdivision (f) hereof, then at any time after thirty days have elapsed from the date such violation was to be corrected, any tenant or group of tenants who requested that the violation be issued may apply individually or jointly, to the housing part for an order directing the owner and the department to appear before the court. Where the violation is hazardous or immediately hazardous, the thirty-day requirement shall be waived. Said order shall be issued by the court for good cause shown. If the court finds that the violation has not been corrected, that more than thirty days have elapsed since the time to correct same has expired where a violation is non-hazardous, and that no certification of correction has been filed in accordance with the provisions of subdivision (f) hereof, then it shall direct the owner to correct the violation and shall assess penalties as provided in subdivision (a) of this section.

(j) If a tenant seeks an order directing the owner and the department to appear before the court pursuant to subdivision (h) or (i) of this section, the court may allow service of the order by the tenant by certified or registered mail, return receipt requested.

(k) (1) (i) Notwithstanding any other provision of law, a person who violates section 27-2028, subdivision a of section 27-2029, section 27-2031 or section 27-2032 of this chapter shall be subject to a civil penalty of not less than two hundred fifty nor more than five hundred dollars per day for each violation from and including the date the notice is affixed pursuant to paragraph two of this subdivision until the date the violation is corrected and not less than five hundred nor more than one thousand dollars per day for each subsequent violation of such sections at the same dwelling or multiple dwelling that occurs within two consecutive calendar years or, in the case of subdivision a of section 27-2029, during two consecutive periods of October first through May thirty-first. A person who violates subdivision b of section 27-2029 of this chapter shall be subject to a civil penalty of twenty-five dollars per day from and including the date the notice is affixed pursuant to paragraph two of this subdivision until the date the violation is corrected but not less than one thousand dollars. There shall be a presumption that the condition constituting a violation continues after the affixing of the notice.

(ii) Notwithstanding the provisions of subparagraph (i) of this paragraph and section 27-2116 of

this chapter, the civil penalties set forth in subparagraph (i) of this paragraph shall be deemed satisfied for a first violation of section 27-2028, subdivision a of section 27-2029, section 27-2031 or section 27-2032 of this chapter if a notice, in a form prescribed by the department, that such violation has been corrected by the owner or an agent or employee of the owner within twenty-four hours of the affixing of the notice of such violation pursuant to paragraph two of this subdivision, and a payment of two hundred fifty dollars, are submitted to the department within ten days of affixing the notice of such violation. A person who submits a false notice of correction shall be subject to a civil penalty of not less than two hundred fifty dollars for each false notice of correction, in addition to the other penalties herein provided. If the notice of correction and payment are not received within such ten-day period then the penalties set forth in subparagraph (i) of this paragraph shall be applicable to such violations and the department may commence a proceeding for an order to correct and to recover such penalties in accordance with this section and section 27-2116 of this chapter. A person who has violated section 27-2028, subdivision a of section 27-2029, section 27-2031 or section 27-2032 of this chapter may allege as a defense or in mitigation of liability for civil penalties, compliance with the notice of correction and payment requirements of this subparagraph in any proceeding brought by the department seeking civil penalties under this subdivision. The process for submission of the notice of correction and payment set forth in this subparagraph shall not be available if a violation of section 27-2028, section 27-2031 or section 27-2032 of this chapter occurred at the same dwelling or multiple dwelling during the prior calendar year or, in the case of subdivision a of section 27-2029 of this chapter, if a violation of such subdivision occurred at the same dwelling or multiple dwelling during the prior period of October first through May thirty-first.

(iii) Notwithstanding any other provision of law, within five business days from the date of receipt of the notice of correction by the department, the department shall mail to the occupant of any dwelling unit for which such violation was issued notification that the owner has submitted a notice of correction for such violation. The notification to the occupant shall include information on when the violation was reportedly corrected and how the occupant may object to such notice of correction. In addition, the provisions of paragraphs 4 and 5 of subdivision f of this section shall also be applicable to a notice of correction submitted in compliance with subparagraph (ii) of this paragraph.

(iv) Notwithstanding any other provision of law, a person who, after inspection by the department, is issued an immediately hazardous violation for a third or any subsequent violation of section 27-2028, section 27-2031 or section 27-2032 of this chapter at the same dwelling or multiple dwelling within the same calendar year or, in the case of subdivision a of section 27-2029 of this chapter, at the same dwelling or multiple dwelling within the same period of October first through May thirty-first, shall be subject to a fee of two hundred dollars for each inspection that results in the issuance of such violation as well as any civil penalties that may be due and payable for the violation, provided, however, that such fee shall not be applicable to inspections performed in a multiple dwelling that is included in the alternative enforcement program pursuant to article ten of subchapter five of this chapter. All fees that remain unpaid shall constitute a debt recoverable from the owner and a lien upon the premises, and upon the rents and other income thereof. The provisions of article eight of subchapter five of this chapter shall govern the effect and enforcement of such debt and lien.

(2) Notwithstanding any other provision of law, the department shall serve a notice upon the owner, his or her agent or other person responsible for the correction of violations by affixing such notice in a conspicuous place on the premises. The notice shall identify the condition

constituting the violation, the provision of law applicable thereto, the date the violation was reported and set the penalty attendant thereto.

(3) Notwithstanding any other provision of law, the owner shall be responsible for the correction of all violations placed pursuant to article eight of subchapter two of this code, but in an action for civil penalties pursuant to this article may in defense or mitigation of such owner's liability for civil penalties show:

(i) That the condition which constitutes the violation did not exist at the time the violation was placed; or

(ii) That he or she began to correct the condition which constitutes the violation promptly upon discovering it but that full correction could not be completed expeditiously because of technical difficulties, inability to obtain necessary materials, funds or labor, or inability to gain access to the dwelling unit wherein the violation occurs, or such other portion of the building as might be necessary to make the repair; or

(iii) That he or she was unable to obtain a permit or license necessary to correct the violation, provided that diligent and prompt application was made therefor; or

(iv) That the violation giving rise to the action was caused by the act or negligence, neglect or abuse of another not in the employ or subject to the direction of the owner; or

(v) That in addition to any other defense or mitigation set forth in subparagraphs (i) through (iv) of this paragraph, with respect to an owner who may be subject to the penalty of not less than five hundred nor more than one thousand dollars per day with respect to a subsequent violation pursuant to paragraph one of this subdivision, documentation of prompt and diligent efforts to correct the conditions that gave rise to an initial violation and that such conditions were corrected. Where demonstrated, such subsequent violation shall be treated as though it was an initial violation. However, this defense or mitigation may not be asserted or demonstrated where the initial and subsequent violations occurred in the same calendar year or, in the case of violations of subdivision a of section 27-2029, during the same period of October first through May thirty-first.

Where the aforesaid allegations are made by way of mitigation of penalties, the owner shall show, by competent proof, pertinent financial data, and efforts made to obtain necessary materials, funds or labor or to gain access, or to obtain a permit or license and such other evidence as the court may require.

If the court finds that sufficient mitigating circumstances exist, it may remit all or part of any penalties arising from the violation, but may condition such remission upon a correction of the violation within a time period fixed by the court.

(1)(1) Notwithstanding any other provision of law, when the department serves a notice of violation to correct and certify a condition that constitutes a violation of article fourteen of subchapter two of this chapter, the notice of violation shall specify the date by which the violation shall be corrected, which shall be twenty-one days after service of the notice of violation, and the procedure by which the owner, for good cause shown pursuant to this subdivision, may request a postponement. The notice of violation shall further specify that the violation shall be corrected in accordance with the work practices established in accordance with section 27-2056.11 of this code. The notice of violation shall be served by personal delivery to a person in charge of the premises or to the person last registered with the department as the owner or agent, or by registered or certified mail, return receipt requested, or by certified mail with proof of delivery, to the person in charge of the premises or to the person last registered with the department as the owner or agent; provided that where a managing agent has registered with the

department, such notice of violation shall be served on the managing agent. Service of the notice of violation shall be deemed completed three days from the date of mailing. Notification, in a form to be determined by the department, of the issuance of such violation shall be sent simultaneously by regular mail to the occupant at the dwelling unit that is the subject of such notice of violation. The department may postpone the date by which a violation shall be corrected upon a showing, made within the time set for correction in the notice, that prompt action to correct the violation has been taken but that full correction cannot be completed within the time provided because of serious technical difficulties, inability to obtain necessary materials, funds or labor, inability to gain access to the dwelling unit wherein the violation exists, or such other portion of the building as may be necessary to make the required repair. Such postponement shall not exceed fourteen days from the date of correction set forth in the notice of violation. The department may require such other conditions as are deemed necessary to insure correction of the violations within the time set for the postponement. The department may grant one additional postponement of no more than fourteen days for the reasons authorized by this section so long as the paint or other condition which is the subject of the violation has been stabilized. The department is also authorized to promulgate rules establishing criteria for a postponement of the time to correct for a longer period of time where such postponement is requested because of one or more substantial capital improvements will be made that will, when completed, significantly reduce the presence of lead-based paint in such multiple dwelling or dwelling unit including, but not limited to, a requirement that the paint which is the subject of the violation is stabilized. The department shall provide to the owner and the occupant a written statement signed and dated by the person making such decision setting forth the reasons for each postponement of the date by which a violation shall be corrected or the reason for the denial of such application for a postponement. Said written statement shall be part of the records of the department.

(2) Notwithstanding any other provision of law, the notice of violation shall direct that the correction of each violation cited therein shall be certified to the department. Such certification shall be made in writing, under oath by the registered owner, a registered officer or director of a corporate owner or by the registered managing agent. Such certification shall include a statement that the violation was corrected in compliance with paragraph one of subdivision a of section 27-2056.11 of this code and shall include a copy of the lead-contaminated dust clearance test results. All certifications shall be delivered to the department and acknowledgment of receipt therefor obtained or shall be mailed to the department by certified or registered mail, return receipt requested, no later than five days after the date set for correction, and shall include the date when each violation was corrected. Such certification of correction shall be supported by a sworn statement by the person who performed the work if performed by an employee or agent of the owner. A copy of such certification shall be mailed to the complainant by the department not more than twelve full calendar days from the date of receipt of such certification by the department. Failure to file such certification shall establish a prima facie case that such violation has not been corrected.

(3) Whenever the department shall issue a notice of violation to correct a condition that constitutes a violation of section 27-2056.6 of article fourteen of subchapter two of this chapter, the department shall within fourteen days after the date set for the correction of such violation conduct a final inspection to verify that the violation has been corrected. Where, upon conducting an inspection, the department determines that a violation has not been corrected, the department shall correct such violation within forty-five additional days of such inspection or in

such shorter time as is practicable.

(4) Notwithstanding any other provision of law, the department shall not remove a violation from its records nor shall it be deemed that such violation has been corrected unless the records of the department contain written verification that the department has conducted a final inspection of the premises and that such inspection verifies that the violation has been corrected, and copies of lead-contaminated dust clearance test results whenever such tests are required by applicable law, rule or regulation. A copy of the report of the final inspection of a dwelling unit and the status of the violation shall be mailed or delivered to the occupant and the owner.

(5) Notwithstanding any other provision of law, a person making a false certification of correction of a violation issued pursuant to article 14 of subchapter 2 of this chapter, in addition to any other civil penalty, shall be subject to a civil penalty of not less than one thousand dollars nor more than three thousand dollars for each false certification made, recoverable by the department in a civil action brought in a court of competent jurisdiction. If the person making such false certification is an employee of the owner then such owner shall be responsible for such civil penalty. In addition, any such person making a false certification of correction shall be guilty of a misdemeanor punishable by a fine of up to one thousand dollars or imprisonment for up to one year or both.

(6) Notwithstanding any other provision of law, a person who violates article fourteen of subchapter two of this chapter by failing to correct such violation in accordance with paragraph one of subdivision a of section 27-2056.11 of this code shall be subject to a civil penalty of two hundred fifty dollars per day for each violation to a maximum of ten thousand dollars from the initial date set for correction in the notice of violation until the date the violation is corrected and certified to the department, and in addition to any civil penalty shall, whenever appropriate, be punished under the provisions of article three of subchapter five of this code. There shall be a presumption that the condition constituting a violation continues after the service of the notice of violation. The owner shall be responsible for the correction of all violations noticed pursuant to article fourteen of subchapter two of this chapter, but in an action for civil penalties pursuant to this subdivision may in defense or mitigation of such owner's liability for civil penalties show:

(i) That the condition which constitutes the violation did not exist at the time the violation was placed; or

(ii) That he or she began to correct the condition which constitutes the violation promptly upon discovering it but that full correction could not be completed expeditiously because of serious technical difficulties, inability to obtain necessary materials, funds or labor, or inability to gain access to the dwelling unit wherein the violation exists, or such other portion of the building as might be necessary to make the repair, provided that a postponement was granted pursuant to this subdivision; or

(iii) That he or she was unable to obtain a permit or license necessary to correct the violation, provided that diligent and prompt application was made therefor; or

(iv) That the violation giving rise to the action was caused by the act of negligence, neglect or abuse of another not in the employ or subject to the direction of the owner, except that the owner shall be precluded from showing in defense or mitigation of such owner's liability for civil penalties evidence of any acts occurring, undertaken, or performed by any predecessor in title prior to the owner taking control of the premises. Where the aforesaid allegations are made by way of mitigation of penalties, the owner shall show, by competent proof, pertinent financial data and efforts made to obtain necessary materials, funds or labor or to gain access, or to obtain a permit or license and such other evidence as the court may require.

If the court finds that sufficient mitigating circumstances exist, it may remit all or part of any penalties arising from the violations, but may condition such remission upon a correction of the violation within a time period fixed by the court.

(7) Notwithstanding any other provision of law, failure by the department to comply with any time period provided in this section relating to responsibilities of the department shall not render null and void any notice of violation issued by the department or the department of health and mental hygiene pursuant to such article or section, and shall not provide a basis for defense or mitigation of an owner's liability for civil penalties for violation of such article.

(m) (1) Notwithstanding any other provision of law, a violation of subdivision d of section 27-2005 of this code shall be a class c immediately hazardous violation and a penalty shall be imposed in accordance with this section, provided, however, that such violation shall not be deemed a continuing class c violation of record beyond the time that the conduct constituting such violation occurred.

(2) If a court of competent jurisdiction finds that conduct in violation of subdivision d of section 27-2005 of this chapter has occurred, it may determine that a class c violation existed at the time that such conduct occurred. Notwithstanding the foregoing, such court may also issue an order restraining the owner of the property from violating such subdivision and direct the owner to ensure that no further violation occurs, in accordance with section 27-2121 of this chapter. Such court shall impose a civil penalty in an amount not less than one thousand dollars and not more than ten thousand dollars for each dwelling unit in which a tenant or any person lawfully entitled to occupancy of such unit has been the subject of such violation, and such other relief as the court deems appropriate, provided that where a petitioner establishes that there was a previous finding of a violation of subdivision d of section 27-2005 against such owner and such finding was made (i) within the preceding five year period and (ii) on or after the effective date of the local law that added this clause, such court shall impose a civil penalty in an amount not less than two thousand dollars and not more than ten thousand dollars. It shall be an affirmative defense to an allegation by a tenant of the kind described in subparagraphs b, c and g of paragraph forty-eight of subdivision a of section 27-2004 of this chapter that (i) such condition or service interruption was not intended to cause any lawful occupant to vacate a dwelling unit or waive or surrender any rights in relation to such occupancy, and (ii) the owner acted in good faith in a reasonable manner to promptly correct such condition or service interruption, including providing notice to all affected lawful occupants of such efforts, where appropriate.

(2) [Effective Dec. 28, 2017] If a court of competent jurisdiction finds that conduct in violation of subdivision d of section 27-2005 of this chapter has occurred, it may determine that a class c violation existed at the time that such conduct occurred. Notwithstanding the foregoing, such court may also issue an order restraining the owner of the property from violating such subdivision and direct the owner to ensure that no further violation occurs, in accordance with section 27-2121 of this chapter. Such court shall impose a civil penalty in an amount not less than two thousand dollars and not more than ten thousand dollars for each dwelling unit in which a tenant or any person lawfully entitled to occupancy of such unit has been the subject of such violation, and such other relief as the court deems appropriate, provided that where a petitioner establishes that there was a previous finding of a violation of subdivision d of section 27-2005 against such owner and such finding was made (i) within the preceding five year period and (ii) on or after the effective date of the local law that added this clause, such court shall impose a civil penalty in an amount not less than four thousand dollars and not more than ten thousand dollars. It shall be an affirmative defense to an allegation by a tenant of the kind described in

subparagraphs b, c and g of paragraph forty-eight of subdivision a of section 27-2004 of this chapter that (i) such condition or service interruption was not intended to cause any lawful occupant to vacate a dwelling unit or waive or surrender any rights in relation to such occupancy, and (ii) the owner acted in good faith in a reasonable manner to promptly correct such condition or service interruption, including providing notice to all affected lawful occupants of such efforts, where appropriate.

(3) An owner may seek an order by the court enjoining a tenant from initiating any further judicial proceedings against such owner pursuant to this section claiming harassment without prior leave of the court if (i) within a ten-year period such tenant has initiated two judicial proceedings pursuant to this section against such owner claiming harassment that have been dismissed on the merits and (ii) a third or subsequent proceeding initiated by such tenant against such owner pursuant to this section claiming harassment during such ten-year period is determined at the time of its adjudication to be frivolous. Except for an order on consent such order may be sought by such owner simultaneously with the adjudication of such third or subsequent judicial proceeding.

(4) Where the court determines that a claim of harassment by a tenant against an owner is so lacking in merit as to be frivolous, the court may award attorneys fees to such owner in an amount to be determined by the court.

(5) Nothing in paragraphs three or four of this subdivision shall be construed to affect or limit any other claims or rights of the parties.

(6) After a court of competent jurisdiction has issued a finding that conduct in violation of subdivision d of section 27-2005 of this chapter has occurred, the department, if it receives notice of such finding, shall post on its website, no later than ninety days after having received notice of such finding, the following information for each such finding: (i) the address of the building containing the dwelling unit that was the subject of such violation; (ii) the name of the property owner; (iii) the civil penalty imposed for such violation; (iv) the date such penalty was imposed; and (v) whether an order restraining the owner of such unit from violating subdivision d of section 27-2005 of this chapter was issued.

n. The provisions of subdivision d of section 27-2005 of this chapter, subdivision m of this section and subdivision b of section 27-2120 of this chapter shall not apply where a shareholder of record on a proprietary lease for a dwelling unit, the owner of record of a dwelling unit owned as a condominium, or those lawfully entitled to reside with such shareholder or record owner, resides in the dwelling unit for which the proprietary lease authorizes residency or in such condominium unit, as is applicable.

(o) In any action brought by a lawful occupant or group of lawful occupants under subdivision h of this section for a violation of subdivision d of section 27-2005 of this chapter, the housing part shall, in addition to any other relief such court determines to be appropriate, award to each such occupant (i) compensatory damages or, at the election of such occupant, one thousand dollars and (ii) reasonable attorneys' fees and costs. Such court may also, at its sole discretion, award punitive damages.

(o)* [Effective Jan. 19, 2019] (1) Notwithstanding ^[FN46] any other provision of law, when the department serves a notice of violation to correct and certify a condition that constitutes a violation of article four of subchapter two of this chapter, the notice of violation shall specify the date by which the violation shall be corrected as provided in such article, and the procedure by which the owner, for good cause shown pursuant to this subdivision, may request a postponement. The notice of violation shall further specify that the violation shall be corrected in

accordance with section 27-2017.8 and the rules established pursuant to section 27-2017.9, where applicable. The notice of violation shall be served by personal delivery to a person in charge of the premises or to the person last registered with the department as the owner or agent, or by registered or certified mail, return receipt requested, or by certified mail with proof of delivery, to the person in charge of the premises or to the person last registered with the department as the owner or agent; provided that where a managing agent has registered with the department, such notice of violation shall be served on the managing agent. Service of the notice of violation shall be deemed completed five days from the date of mailing. Notification, in a form to be determined by the department, of the issuance of such violation shall be sent simultaneously by regular mail to the occupant at the dwelling unit that is the subject of such notice of violation.

(2) Notwithstanding any other provision of law, the notice of violation shall direct that the correction of each violation cited therein shall be certified to the department. Such certification shall be made in writing or electronically, under oath by the registered owner, a registered officer or director of a corporate owner or by the registered managing agent. Such certification shall include a statement that the violation was corrected in compliance with section 27-2017.8, where applicable, and the rules established pursuant to section 27-2017.9, where applicable. All certifications shall be delivered to the department and acknowledgment of receipt therefore obtained or shall be mailed to the department by certified or registered mail, return receipt requested, no later than five days after the date set for correction, or submitted electronically within five days after the date set for correction, and shall include the date when each violation was corrected. Such certification of correction shall be supported by a sworn statement saying that the violation was properly corrected by the person who performed the work if performed by an employee or agent of the owner. Notification of such certification shall be mailed to the complainant by the department not more than twelve full calendar days from the date of receipt of such certification by the department. Failure to file such certification shall establish a prima facie case that such violation has not been corrected.

(3) Whenever the department shall issue a notice of violation to correct a condition that constitutes a hazardous or immediately hazardous violation of subdivision a of section 27-2017.3 the department shall conduct a final inspection to verify that the violation has been corrected. Where the department determines that the violation has not been corrected, the department may take such enforcement action as is necessary, including performing or arranging for the performance of the work to correct the violation.

(4) Notwithstanding any other provision of law, a person making a false certification of correction of a violation issued pursuant to article four of subchapter two of this chapter, in addition to any other civil penalty, shall be subject to a civil penalty of not less than two thousand dollars nor more than ten thousand dollars for each false certification made, recoverable by the department in a civil action brought in a court of competent jurisdiction. If the person making such false certification is an employee of the owner then such owner shall be responsible for such civil penalty. In addition, any such person making a false certification of correction shall be guilty of a misdemeanor punishable by a fine of up to one thousand dollars or imprisonment for up to one year or both.

(5) Notwithstanding any other provision of law, and in addition to any penalties applicable under article three of subchapter five of this chapter, a person who violates article four of subchapter two of this chapter by failing to correct such violation in accordance with the work practices in section 27-2017.8 and in the rules established pursuant to section 27-2017.9 shall be subject to a

civil penalty of five hundred dollars per day for each violation to a maximum of ten thousand dollars from the initial date set for correction in the notice of violation until the date the violation is corrected and certified to the department. There shall be a presumption that the condition constituting a violation continues after the service of the notice of violation. The owner shall be responsible for the correction of all violations noticed pursuant to article four of subchapter two of this chapter, but in an action for civil penalties pursuant to this subdivision may in defense or mitigation of such owner's liability for civil penalties show:

(i) That the condition which constitutes the violation did not exist at the time the violation was placed; or

(ii) That he or she began to correct the condition which constitutes the violation promptly upon discovering it but that full correction could not be completed expeditiously because of serious technical difficulties, inability to obtain necessary materials, funds or labor;

(iii) That he or she was unable to gain access to the dwelling unit wherein the violation exists, or such other portion of the building as might be necessary to make the repair, provided that a postponement was granted pursuant to this subdivision; or

(iv) That he or she was unable to obtain a permit or license necessary to correct the violation, provided that diligent and prompt application was made therefore; or

(v) That the violation giving rise to the action was caused by the act of negligence, neglect or abuse of another not in the employ or subject to the direction of the owner, except that the owner shall be precluded from showing in defense or mitigation of such owner's liability for civil penalties evidence of any acts occurring, undertaken, or performed by any predecessor in title prior to the owner taking control of the premises. Where the aforesaid allegations are made by way of mitigation of penalties, the owner shall show, by competent proof, pertinent financial data and efforts made to obtain necessary materials, funds or labor or to gain access, or to obtain a permit or license and such other evidence as the court may require. If the court finds that sufficient mitigating circumstances exist, it may remit all or part of any penalties arising from the violations, but may condition such remission upon a correction of the violation within a time period fixed by the court.

(6) Notwithstanding any other provision of law, failure by the department to comply with any time period provided in this section relating to responsibilities of the department shall not render null and void any notice of violation issued by the department or the department of health and mental hygiene pursuant to such article or section, and shall not provide a basis for defense or mitigation of an owner's liability for civil penalties for violation of such article.

Exhibit 6

The selected address: 392 CLINTON AVENUE, Brooklyn 11238

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class
222851	Active	390-392	01943	0038	2 19700	4	16	0	PVT	314034	A

- [Other Units](#)
- [Property Registration Information](#)**
- [Charges](#)
- [Map](#)
- [Complaint Status](#)
- [Complaint History](#)
- [Carbon Monoxide Certificate](#)**
- [Litigation/Case Status](#)
- [All Open Violations](#)
- [Prior Year Open Violations](#)
- [Ecertification](#)**
- [I-Card Images](#)
- [Property Registration Assistance](#)**

Building Registration Summary Report

Owner	Last Reg Dt Reg Expire Dt	Organization	Last Nm	First Nm	House No	Street Nm	Apt City	State Zip
Head Officer	01/30/2014 09/01/2014		LEFKOWITZ DAVID		17	LUGER ST	BROOKLYN NY	11231
Corporation	01/30/2014 09/01/2014	NEVERSINK REALTY LLC			17	LUGER ST	BROOKLYN NY	11231
Managing Agent	01/30/2014 09/01/2014	NEVERSINK REALTY LLC	LEFKOWITZ DAVID		17	LUGER ST	BROOKLYN NY	11231
Partner/Member	01/30/2014 09/01/2014		GELMIS	STEVE	17	LUGER ST.	BROOKLYN NY	11231



Exhibit 7

The selected address: **392 CLINTON AVENUE, Brooklyn 11238**

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class	
222851	Active	390-392	01943	0038	2	19700	4	16	0	PVT	314034	A

[Other Units](#)

[Property Owner Registration Information](#)

[Fees](#)

[Map](#)

[Complaint Status](#)

[Complaint History](#)

[Carbon Monoxide Certificate](#)

[Litigation/Case Status](#)

[All Open Violations](#)

[Prior Year Open Violations](#)

[Ecertification](#)

[I-Card Access](#)

[Property Registration Assistance](#)

Building Registration Summary Report

Find Apartment#

Owner	Last Reg Dt Reg Expire Dt	Organization	Last Nm	First Nm	House No	Street Nm	Apt City	State Zip
Head Officer	01/30/2014 09/01/2014		LEFKOWITZ DAVID		17	LUGER ST	BROOKLYN NY	11231
Corporation	01/30/2014 09/01/2014	NEVERSINK REALTY LLC			17	LUGER ST	BROOKLYN NY	11231
Managing Agent	01/30/2014 09/01/2014	NEVERSINK REALTY LLC	LEFKOWITZ DAVID		17	LUGER ST	BROOKLYN NY	11231
Partner/Member	01/30/2014 09/01/2014		GELMIS	STEVE	17	LUGER ST.	BROOKLYN NY	11231

Open Violations - ALL DATES

There are 11 Violations. Arranged by category: A class: 3 B class: 8 C class: 0 I class: 0

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

<u>Apt Story</u>	<u>Reported Date</u> nov ISSUED Date	<u>Hzrd Class</u>	<u>Order no</u>	<u>Violation ID</u> NOV ID	<u>Violation Description</u>	<u>Status Status Date</u>	<u>Certify By Date</u> Actual Cert. Date
3E 3	2011/05/28 2011/05/31	B	702	8962540 4183204	§ 27-2045 adm code repair or replace the smoke detector missing located at apt 3e, 3rd story, apartment at east	NOV LATE 2011/07/28	2011/07/19 2011/07/28
3E 3	2011/05/28 2011/05/31	B	506	8962541 4183204	§ 27-2005 adm code replace with new the missing glass at east wall in the kitchen located at apt 3e, 3rd story, apartment at east	NOV LATE 2011/07/28	2011/07/19 2011/07/28
3E 3	2011/05/28 2011/05/31	B	1502	8962539 4183204	§ 27-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules. located at apt 3e, 3rd story, apartment at east	NOV LATE 2011/07/28	2011/07/19 2011/07/28
3E 3	2011/05/28 2011/05/31	B	569	8962543 4183204	§ 27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 3e, 3rd story, apartment at east	NOV LATE 2011/07/28	2011/07/19 2011/07/28
- 0	2010/05/18 2010/05/20	B	526 *	8429360 3936805	§ 27-2005, 2007 adm code remove the illegal fastening double cylinder lock key operated at building entrance	NOV SENT 2010/05/20	2010/07/08
4-W 4	2001/03/14 2001/03/19	A	529	3763848 1631131	§ 27-2005 adm code refit the window sashes throughout in the entire apartment located at apt 4-w, 4th story, apartment at west , section at west	1 NO ACCESS 2010/05/19	2001/07/02
4W -	1997/05/08 1997/06/03	B	566	1242803 888009	§ 27-2018 adm code abate the nuisance consisting of vermin mice and roaches thru out 4 sty west apt 4w , section " "	1 NO ACCESS 2010/05/19	1997/07/28

4W - 1997/04/19 1997/05/06	A	529	1242703 887999	§ 27-2005 adm code refit window sash at southwest room 4 sty west apt 4w north window. , section " "	1 NO ACCESS 2010/05/19	1997/08/29
4W - 1993/07/14 1993/09/14	B	566	1242436 887903	§ 27-2018 adm code abate the nuisance consisting of vermin mice & roaches thru out 4 sty west apt 4w. , section " "	1 NO ACCESS 2010/05/19	1993/11/08 1994/07/08
4W - 1993/07/14 1993/09/14	A	529	1242439 887902	§ 27-2005 adm code refit windows thru out 4 sty west apt 4w. , section " "	1 NO ACCESS 2010/05/19	1994/01/07 1994/07/08
2W - 1985/10/21 1985/11/25	B	505	1242149 887836	d26-10.01 adm code replace with new the broken or defective glass lower sash west window center room & glass lower sash southeast room 2 sty west apt 2w. , section " "	1 NO ACCESS 2010/05/19	1986/01/19 1986/03/10



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NYC.gov - NEW YORK CITY'S OFFICIAL WEB SITE

Exhibit 8

New York City Housing Court

Starting a HP Proceeding to Obtain Repairs

If you have conditions or violations in your home which need to be repaired, including lack of heat and hot water or lack of other services, or have other emergency conditions, you may begin a proceeding against the landlord to force the landlord to make repairs and correct building violations. This is called a HP proceeding.

Before you do this, you should contact the landlord and let the landlord know that the conditions exist, that you want them repaired, and that you will go to court unless the repairs are made, If you write to the landlord, keep a copy of the letter so that you can bring it to court.

After you have contacted the landlord, and if the conditions are still not repaired, you may come to court in the county in which your apartment is located, to begin a HP proceeding against your landlord. To find out where to go in your county, click on [Locations](#). When you come to court be sure to bring the name and address of the landlord, or the managing agent, or both. The clerk will give you forms to fill out called an "Order to Show Cause Directing the Correction of Violations (HP Action)," and a "Verified Petition in Support of an Order to Show Cause Directing the Correction of Violation." In your petition you should list all the conditions in need of repair in each room of the apartment and public areas. You may also request an inspection of the conditions from the Department of Housing Preservation and Development by filling out a Tenant's Request For Inspection. You may click on [Inspection Request](#) if you wish to download this form now. If you are seeking emergency repairs, you may not be able to have an inspection prior to the hearing date.

You must submit your signed and completed forms to the HP clerk along with payment of the court fee. The fee must be paid by cash, certified check, money order or bank check. Personal checks will not be accepted. You may click on [Court Fees](#) to find out the cost of the fee. If you cannot afford to pay the court fee to start this case, you may apply to proceed as a [poor person](#). For more information, click on [Poor Person's Relief](#). After you pay the fee to the [cashier](#) in the clerk's office you will be given an [index number](#). If the HP Judge has approved your application to proceed as a poor person, you will be given a free index number.

The clerk will notarize your petition, and your application to proceed as a poor person if also submitted. The clerk will also assign an inspection date if you requested one. Your papers will be given to the HP Judge, who will review and sign your application, if appropriate. The clerk of the HP part will then assign a hearing date and a date by which you must [serve](#) these papers.

After obtaining the signed Order To Show Cause and the Petition from the clerk, you must then have the papers served on the respondent and the Department of Housing Preservation and Development (HPD) (and the New York City Corporation Counsel's Office if you are proceeding as a poor person). Check the Order to Show Cause for the directions as to how and by when the papers must be served. It may direct that the papers be served by certified mail, return receipt requested. The HP clerk will give you envelopes for service of these papers. Once you have served the papers you must fill out an Affidavit of Service. You may obtain this form from the clerk, or you may click on [Affidavit of Service](#) to download the appropriate form now. [Proof of service](#) may be filed with the HP clerk before the court date, or with the clerk in the courtroom on the date of the hearing. The HP clerk will file the original of the petition with the court and give you a copy of the papers. For more information as to how to serve the Order to Show Cause and Verified Petition, go to [Instructions](#).

Bring your copy of the papers with you to court on the hearing date, as well as any other records you think are important to your case.

To watch an instructional video on HP proceedings, go to [Getting Repairs & Services](#).

Exhibit 9



New York City Housing Court

To Proceed as a Poor Person

If you do not have enough money to pay the court costs and fees of the proceeding, you may ask the court to permit you to proceed without having to pay the court costs. These costs include the charges for starting an [HP](#) proceeding, filing a [petition](#) to be restored to possession, filing a [jury demand](#), and [appealing](#) a court ruling.

Your application for “[poor person’s relief](#)” is made by [motion](#) and must be supported by an [affidavit](#) which must:

- 1) set forth the amount and sources of your income, and list your property with its value;
- 2) state that you are unable to pay the costs, fees and expenses necessary to prosecute or defend the action or proceeding or to maintain or respond to the appeal;
- 3) indicate the nature of the action or proceeding;
- 4) provide sufficient facts so that the merit of your claims can be determined;
- 5) indicate whether any other person would benefit from any award in your case, and if so, whether that person is unable to pay such costs fees and expenses.

You may obtain the affidavit from the court or you may download the civil court form now by clicking on [Poor Person’s Relief](#). To find out where to make your application in your county, click on [Locations](#).

If the judge approves your application, the judge will sign an order listing which fees and costs you do not have to pay. This order may also contain directions that if you recover any money in your lawsuit, the money shall be paid to the Clerk of the Court which may then recover the fees and costs which you previously could not afford to pay.

If you are starting the case, you may make your application to the court without notifying anyone else. Once your application has been approved the judge may order that a copy of your application and the order granting it be mailed to the New York City Corporation Counsel’s office at 100 Church Street, New York, NY 10007. If the case has already begun and you are applying for fees to be waived, you must serve all parties and the New York City Corporation Counsel’s office.

Exhibit 10

Civil Court of the City of New York

County of _____
Part _____

Index Number _____

In the Matter of the Application of _____

to prosecute as a poor person against _____

AFFIDAVIT IN SUPPORT OF
AN APPLICATION TO
PROCEED AS A POOR PERSON
AND TO WAIVE COURT FEES

State of New York, County of _____ ss:

_____, being duly sworn, deposes and says:
PRINT YOUR NAME

1. I am the party named as _____ in the above titled action.

2. I reside at _____

3. I seek to proceed in the above titled action.

4. I have a good and meritorious cause of action in that _____

5. I request that an Order be granted:

- waiving any and all statutory fees for the defense or prosecution of the action,
- waiving the fee for the filing of a Notice of Appeal
- other (Specify) _____

6. I make this application based on CPLR §1101. I do not have, nor am I able to obtain, the funds needed to pay the court fees. I will be unable to proceed unless the Order is granted.

7. I am/am not a recipient of Public Assistance from the Department of Social Services of the City of New York.

8. I have no income other than the sum of \$ _____ per _____ from _____

9. I own no property of any kind except necessary personal wearing apparel and _____

[Indicate other property and the value of such property]

10. No other person is beneficially interested in the recovery sought.

11. a) I have not made a previous application for this or similar relief.
 b) I have made previous application(s) for this or similar relief, but I am making this further application because _____

Sign your name _____

Sworn to before me this _____ day of _____ 20____

Print your address _____

Signature of Court Employee and Title

Telephone Number _____

Exhibit 11

New York City Housing Court

New York City Civil Court - Housing Part

Appearing on an HP Case: Tenant Initiated Action

[In General](#)

[Respondent/Owner's Answer or Appearance](#)

[Courtroom Procedure](#)

[Settling an HP Action](#)

[Inspections](#)

[Inquest](#)

[Trial](#)

[Post-appearance Proceedings](#)

In General

The law requires that an owner maintain adequate services, and to keep a building and apartment in good repair. An inspector may be sent out by DHPD to see if the owner is providing essential services such as heat, hot water, or extermination, and is making repairs such as leaky faucets, faulty electrical outlets or peeling paint and plaster. If an inspector goes out to a premises and finds that the owner is not maintaining the building and apartment, the inspector will place violations against the building.

A tenant/petitioner may request that an inspector be sent out when bringing an HP case, or in the courtroom. However, an inspection report is not necessary for an HP case. A tenant can also prove the existence of conditions through photographs and testimony. If an inspector does go out and places a violation against the building, the violation can be classified in three different ways:

"A" violations are nonhazardous and must be corrected within 90 days.

"B" violations are hazardous and must be corrected within 30 days.

"C" violations are immediately hazardous and must be corrected within 24 hours.



Respondent/Owner's Answer or Appearance

If you are the respondent or owner and have been served with an [order to show cause](#) starting an HP case against you, you must appear in court on the date and time stated in the order to show cause. When your case is called, you will have a chance to raise before the judge any affirmative [defenses](#) you have.

Your possible defenses may include:

- lack of jurisdiction
- that petitioners lack standing to maintain the proceeding because they have no lawful right of possession
- that the conditions alleged do not constitute a violation of the Housing Maintenance Code or other laws relating to housing standards
- [economic infeasibility](#).

In defense of your liability for civil penalties you may show:

- you timely corrected the violation and filed a [certificate of compliance](#), or
- that the violation did not exist at the time the notice of violation was served.

In [mitigation](#) of your liability you may show that:

- although you quickly tried to correct the violation, you could not complete it in time due to technical difficulties
- you were unable to obtain necessary materials, funds or labor, or gain access
- you made a diligent and prompt application to get a permit or a license necessary to correct the violation, but you were unsuccessful
- the violation was caused by the act or negligence, neglect or abuse of another not in your employ or subject to your direction.



Courtroom Procedure

After the papers are served on the respondent and DHPD, all the parties are to appear in the HP part on the court date. Please check the [calendar](#) posted outside the courtroom to be sure that the case is scheduled for that day. If it is not listed, tell the clerk immediately. If it is listed, follow the check-in procedure. Find out who the DHPD attorney is and let him or her know who you are. The DHPD attorney appears on behalf of the City of New York, since you have sued it along with your landlord, and generally shares common interests with you. However, this attorney is not your attorney.



Settling an HP Action

Most of the conferences on HP cases are mediated by the attorney from DHPD. However, if there is a problem or if for some reason you are dissatisfied, the judge or his or her court attorney are also available. Most conferences lead to a settlement or an [order to correct](#). In a [stipulation of settlement](#) the respondent will generally agree to make repairs in a short period of time. If the respondent requires more time, the stipulation may provide for an order to correct, which will allow the respondent the statutory time to make the repairs. It is always better to specify the days, the times, and the repairs that are to be done.

After the stipulation or order to correct is written, usually by the attorney for DHPD, all parties should review it to be sure that they understand what is to happen. The stipulation will also be reviewed by the court attorney and ultimately by the judge, who will 'so order' it. It is also important to understand that in an HP case the issue is the maintenance of the building. Other common landlord/tenant issues, such as payment of rent or breaches of a lease will not be discussed.



Inspections

In most cases the petitioner will be able to get an inspection scheduled at the time that the action is filed. This inspection will be carried out between the time that the action is filed and the court date. You can ask the clerk about this procedure or you can click on [Inspection Request](#) for more information. If no inspection can be scheduled, or if there is no one home to allow the inspector access, the inspection may be requested in the courtroom.

If there is a disagreement as to the existence or severity of repair, any party may ask for an inspection in the courtroom. This will result in the case being [adjourned](#) so that an inspector can visit the apartment. The inspection form must be filled out properly so that the inspector can know what he or she is to look for.



Inquest

If the respondent/landlord fails to come to court, the attorney for DHPD will request an inquest. In the inquest the judge will take testimony from the petitioner, look at any inspection reports, etc., then may direct an 'order to correct.' The order to correct will be prepared by the DHPD staff in the HP part. It will be signed by the judge and will direct that work be done (violations be cured) by the respondent and will be served on the respondent by DHPD.



Trial

If the case can not be settled, the parties may have to go before the judge for a trial. In an HP case, the issue to be tried is the existence of violations and the respondent's failure to correct them. The petitioner's case can be proven by supplying [evidence](#) relating to the existence of violations. This can be done by a report from an inspector, by testimony from the petitioner and from other witnesses, by introducing pictures into evidence showing the violation, etc. A respondent may defend by showing that the repairs were corrected, do not exist, or were caused by the respondent or someone under her or his control, or that the tenant does not cooperate with the respondent to get the violations corrected. This is explained more fully in [Respondent/owner's answer and appearance](#). At the end of the trial the judge will weigh the evidence and, if appropriate, direct an order to correct.



Post-appearance Proceedings

Both a so-ordered stipulation and an order to correct can form the basis for further proceedings. If the repairs are completed and the petitioner is satisfied, the case is finished. If the repairs are not completed, or are completed improperly, the petitioner may return to the clerk's office, explain what happened, and ask that the case be restored to the calendar for a finding of non-compliance with the judge's order. The clerk will supply the required forms and instructions. If the respondent has failed to correct the violations that he or she agreed to repair in a stipulation, the petitioner may seek an order to correct on the return to court. If there already was an order to correct, the respondent may seek an application for contempt. A motion to punish for contempt requests that the respondent be fined, jailed, or both for his or her failure to comply with a judge's order. The DHPD attorney will assist the petitioner with this process. Contempt is a 'last-resort' measure, and should only be utilized sparingly. In addition to that, it is difficult process which must be done correctly. In general, repairs can be secured without contempt proceedings, but in extreme cases this remedy is available. For more information, click on [Contempt and Penalties](#).

Exhibit 12

New York City Housing Court

New York City Civil Court - Housing Part

Contempt and Penalties

[In General](#)

[Civil Penalties](#)

[Liens](#)

[Contempt Proceedings](#)

In General

A landlord who fails to carry out a court order to make repairs and/or restore services, may be subject to civil penalties and fines, liens, and civil or criminal contempt.



Civil Penalties

If the respondent/landlord fails to correct the conditions or violations as required by an order to correct, the petitioner/tenant or the New York City Department of Housing Preservation and Development (HPD) can restore the case to the calendar by [order to show cause](#) for a [compliance hearing](#) and assessment of civil penalties. The court form used to restore the HP case to the calendar may be obtained by going to the clerk's office in your county. Click on [Locations](#) to find where to go in your county. For more information, click on [Orders to Show Cause](#).

Penalties imposed for violations of the Housing Maintenance Code are payable only to HPD.

Upon respondent/landlord's failure to correct conditions and/or violations, the court can assess the following penalties per day:

- \$10.00 - \$50.00 for each "A" (nonhazardous) violation;
- \$25.00 - \$110.00 for each "B" (hazardous) violation;
- \$50.00 for each "C" (immediately hazardous) violation in a multiple dwelling containing five or fewer dwellings.
- \$50.00-150.00, plus \$125.00 for each "C" (immediately hazardous) violation occurring in a multiple dwelling containing more than five dwelling units.

Failure to provide heat and hot water when legally required can also result in the imposition of a penalty of \$250.00 per day. To learn more about when a landlord must supply heat click on [Cold Weather Heat Requirements](#). Hot water must be supplied at all times at a constant minimum of 120 degrees between the hours of 6 a.m. and midnight. A penalty of a minimum of \$1,000.00, plus \$25.00 per day for each day the violation continues, will be imposed for failure to keep the system which provides heat and hot water free of devices which impede its ability to meet its minimum requirements.



Liens

Any judgment in favor of HPD against a respondent/landlord becomes a [lien](#) against the property once the judgment is entered and a [transcript of judgment](#) is filed in the county clerk's office. HPD may seize the rents if the judgment remains unpaid. If the total amount of the lien equals or exceeds \$5,000.00, HPD may secure an order

appointing the HPD Commissioner as a receiver of the premises for purposes of taking rent, until the judgment is satisfied.



Contempt Proceedings

If the respondent/landlord fails to comply with the court order to cure the conditions and/or violations, the petitioner/tenant or HPD can also seek to punish the respondent with civil contempt and/or criminal contempt of court. In a contempt proceeding, the court may punish the landlord with fines and/or imprisonment.

The affidavit used to bring an order to show cause to punish the landlord for contempt and for civil penalties in an HP case may be obtained by going to the clerk's office in your county. Click on [Locations](#) to find the clerk's office in your county. Click on [Orders to Show Cause](#) to learn more.

Exhibit 13

**Department of
Housing Preservation and Development
Division of Code Enforcement**
(Form A-B)

Civil Court Index No: LT/HP _____

County of _____

Housing Part: _____ Room _____

The case of _____

vs. _____

will appear on the Court Calendar on:

_____ at _____ AM/PM

Is there a child under the age of 6 residing in this apartment? Yes No

If yes, please provide name and age or date of birth for each child.

Name	Age/Date of Birth
_____	_____
_____	_____
_____	_____

Tenant's Name: _____

Tenant's Address: _____

Apt. No. _____ Floor: _____

Tenant's Phone #'s: Home: () _____

Work: () _____

You may gain access by contacting: _____

		TENANT'S ALLEGATION OF VIOLATIONS	DIVISION OF CODE ENFORCEMENT
Apt. No. (Or Public Area)	Which Room?	Condition(s) - Be Specific	Inspector's No: _____ Date: _____ Signature REPORT
		1.	
		2.	
		3.	
		4.	
		5.	
		6.	
		7.	
		8.	
		9.	
		10.	

In connection with the above mentioned case in the Civil Court of the City of New York, I, the tenant of the apartment referred to, wish to call the Court's attention to the conditions listed above which I allege are violations, and request that an inspection of the property be made to verify my allegations.

Date of Request: _____

Tenant's Signature: _____

INSPECTION DATE	INSPECTION TIME
An inspector will come to inspect these conditions on: _____	<input type="checkbox"/> 10 AM - 2 PM <input type="checkbox"/> 2 PM - 6 PM <input type="checkbox"/> 5 PM - 9 PM <input type="checkbox"/> Weekend 10 AM - 3 PM <input type="checkbox"/> Staten Island 10 AM - 2 PM

Exhibit 14

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B

-----X

TENANT'S NAME,

Index No. HP XXXXX/20

Petitioner-Tenant

ORDER TO SHOW CAUSE

-against-

Premises: TENANT'S ADDRESS

OWNER'S NAME (owner)

MANAGING AGENT'S NAME (managing agent)

Respondents-Owners

NEW YORK CITY DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT,

Respondents-HPD.

-----X

UPON reading the Verified Petition, verified on the ___ day of _____, 2020 and upon all the annexed papers, and good cause having been shown, it is

ORDERED, that the Respondents are directed to appear before this court and show cause at a Trial Term of the Housing Part of the Civil Court of the City of New York, County of Kings, Housing Part B, to be held at the Courthouse thereof, located at 141 Livingston Street, Room 409, Brooklyn, New York, on the _____ day of _____, 2020, at 9:30 AM, or as soon thereafter as the parties may be heard, WHY an order should not be made and entered:

(a) Imposing upon Respondents-Owners the civil penalties provided by Section 27-2115(a) of the Administrative Code of the City of New York, based upon the failure to correct violations heretofore contained in the notices of violations issued by the Department of Housing Preservation and Development (hereinafter "HPD"), and entering a judgment against the Owner-Respondents-Owners for the amount of civil penalties imposed by the Court;

(b) Finding that the conditions described in the Verified Petition constitute violations of Title 27, Chapter 2 of the New York City Administrative Code (hereinafter “Housing Maintenance Code”); the Multiple Dwelling Law and all other applicable state and local laws and regulations;

(c) Directing Respondents-Owners to correct the violations alleged in the annexed Verified Petition, and upon the failure to do so within the time set for certifying the correction of such violation pursuant to 27-2115(c) of the Housing Maintenance Code, directing HPD to enter a judgment against Respondents-Owners for the penalties provided for by Section 27-2115(a) of the Housing Maintenance Code;

(d) Finding that Respondents-Owners have violated section of 27-2005(d) of the Housing Maintenance Code by engaging in harassment as defined in section 27-2004(48) and, pursuant to section 27-2115(m)(1), determining the existence of a Class C violation and ordering the payment of civil penalties and, pursuant to section 27-2115(o), awarding compensatory and punitive damages to the Petitioners;

(e) Awarding civil penalties in the amount of \$5,000 for each dwelling unit in which a tenant resides who has been subject to such violations, and such other relief as this court deems just and proper, pursuant to Section 27-2115(m)(2) of the Housing Maintenance Code;

(f) Enjoining Respondents-Owners from permitting said violations to exist and from permitting any further violations of Section 27-2005(d) of the Housing Maintenance Code in accordance with Section 27-2121 of the Housing Maintenance Code and pursuant to Section 27-2115(m)(2) of the Housing Maintenance Code;

(g) Granting Petitioners attorneys’ fees pursuant to R.P.L. § 234 and awarding reasonable costs and disbursements ; and

(h) Granting such and further relief as it may deem just and proper; and let it be ORDERED, that service of a copy of this Order, together with a copy of the papers upon which it is granted, upon the Respondents, by first-class mail, return receipt, as permitted by Housing Maintenance Code Section 27-2115(j), on or before the ____ day of _____, 2020, be deemed sufficient, and it is further

ORDERED, that these papers, together with proof of service thereof, may be returned on or before the return date of this proceeding.

Dated: [Borough], New York
_____, 2020

J.H.C.

To: [Names and Addresses of each Respondent]

Department of Housing Preservation and Development
Housing Litigation Bureau
100 Gold Street
New York, NY 10038

Exhibit 15

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B

-----X
TENANT'S NAME,

Petitioner-Tenant

Index No. HP XXXXXX /20

- against -

VERIFIED PETITION

OWNER'S NAME (owner)

Premises: TENANT'S ADDRESS

MANAGING AGENT'S NAME (managing agent)

Respondents-Owners

NEW YORK CITY DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT

Respondent-HPD
-----X

Petitioner [Redacted], by her attorneys, [FIRM], as and for her Verified Petition against the Respondents, alleges as follows:

1. Petitioner [Redacted] is the tenant of [Redacted], [Borough], NY [zip code].
2. Respondent-Owner [Redacted] is the Managing Agent of the subject premises, and Respondent-Owner [Redacted] are the Joint Owners of the subject premises. Respondents-Owners- [Redacted] have registered as their address [Redacted], Brooklyn, NY, 11220. (Exh. A.)¹ Additionally, Respondents-Owners [Redacted] are the Buyers of the subject premises pursuant to the deed dated July 17, 2013, the most recent deed available on ACRIS. (Exh. B.)²

¹ Pursuant to Section 328(3)(b) of the Multiple Dwelling Law, the Court shall take judicial notice of these printed computerized violation files as if they were certified as true under the seal and signature of the HPD commissioner.

² The Court may take judicial notice of certain publicly available documents and information, including records accessible via official government websites. See, e.g., Brenner v. Gen. Plumbing Corp., 46 Misc.3d 1215(A) (Civ. Ct., Kings Cnty. 2015) (taking judicial notice of records on the ACRIS website).

3. Accordingly, the Respondents-Owners are individually and/or collectively owners of the subject building as defined by Section 4(44) of the Multiple Dwelling Law and Section 27-2004(a)(45) of the Housing Maintenance Code and, as such, are legally responsible for keeping the premises in good repair, ensuring compliance with applicable laws, and correcting all violations of these laws.

4. Respondent DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT (HPD) is the city agency charged with enforcing housing standards in New York City.

5. Respondents-Owners [Redacted] have violated the Housing Maintenance Code of the City of the New York and the Multiple Dwelling Law in that:

- a. There are currently 75 outstanding violations for the subject building, of which 39 are Class A, 36 are Class B, and 0 are Class C. (Exh. A.) Of the 75 violations, 60 pertain to the subject premises. That is, precisely 80% of the violations for the entire building are present in Petitioner's apartment. HPD issued 47 of these violations in the past year. The remaining violations were issued at various times during 2013, 2014, and 2015.
- b. Among the most severe, recurrent problems in Petitioner's apartment are: continued lack of heat (although there is no outstanding HPD violation, Petitioner has been forced to call HPD to complain more than 20 times in the past year (Exh. A.)); infestation from roaches and rats; leaks; and electrical problems throughout the apartment.
- c. Respondents'-Owners' omission in failing to conduct necessary repairs for extended periods of time constitutes harassment as defined in Section 27-

2004(48)(g) of the Housing Maintenance code. Petitioners fulfill the requirements of Section 27-2115(h)(2)(i) of the Housing Maintenance Code in that their conditions-based harassment claim is premised upon the existence of at least one violation of record. In fact, it is premised upon the existence of 60 violations of records in the subject apartment alone. (Exh. A.)

6. Upon information and belief, Respondents have known of the above conditions and have failed to address them. It is Petitioner's belief the Respondents have intentionally left conditions unattended in the subject premises in an attempt to push him and his family out of occupancy.

WHEREFORE, Petitioner requests that an order be made and entered granting the following relief:

- a) Imposing upon Respondents-Owners the civil penalties provided by Section 27-2115(a) of the Administrative Code of the City of New York, based upon the failure to correct violations heretofore contained in the notices of violations issued by the Department of Housing Preservation and Development (hereinafter "HPD"), and entering a judgment against the Owner-Respondents-Owners for the amount of civil penalties imposed by the Court;
- b) Finding that the conditions described in the Verified Petition constitute violations of Title 27, Chapter 2 of the New York City Administrative Code (hereinafter "Housing Maintenance Code"); the Multiple Dwelling Law and all other applicable state and local laws and regulations;
- c) Directing Respondents-Owners to correct the violations alleged in the annexed

Verified Petition, and upon the failure to do so within the time set for certifying the correction of such violation pursuant to 27-2115(c) of the Housing Maintenance Code, directing HPD to enter a judgment against Respondents-Owners for the penalties provided for by Section 27-2115(a) of the Housing Maintenance Code;

- d) Finding that Respondents-Owners have violated section of 27-2005(d) of the Housing Maintenance Code by engaging in harassment as defined in section 27-2004(48) and, pursuant to section 27-2115(m)(1), determining the existence of a Class C violation and ordering the payment of civil penalties and, pursuant to section 27-2115(o), awarding compensatory and punitive damages to the Petitioners;
- e) Awarding civil penalties in the amount of \$5,000 for each dwelling unit in which a tenant resides who has been subject to such violations, and such other relief as this court deems just and proper, pursuant to Section 27-2115(m)(2) of the Housing Maintenance Code;
- f) Enjoining Respondents-Owners from permitting said violations to exist and from permitting any further violations of Section 27-2005(d) of the Housing Maintenance Code in accordance with Section 27-2121 of the Housing Maintenance Code and pursuant to Section 27-2115(m)(2) of the Housing Maintenance Code;
- g) Granting Petitioners attorneys' fees pursuant to R.P.L. § 234 and awarding reasonable costs and disbursements ; and
- h) Granting such and further relief as it may deem just and proper; and let it be

Dated: [Borough], New York
_____, 2020

Respectfully submitted,

FIRM
Attorney Name
Firm's Address
Firm's Phone Number
Attorney(s) for Petitioner-Tenant

To: Respondents' Name
Address
City, NY Zip Code

To: DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
Housing Litigation Bureau
100 Gold Street
New York, NY 10038

VERIFICATION

STATE OF NEW YORK)
COUNTY OF BOROUGH) s.s.:

[Redacted], being duly sworn, deposes and says:

I am the Petitioner in this proceeding. I have read the foregoing Order to Show Cause and Petition and know the contents thereof. The information stated therein is true to my knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.

Dated: [Month] ____, 2020
 [Borough], New York

Respectfully submitted,

[Redacted]

Sworn to Before Me
This ____ Day of Month

NOTARY PUBLIC

Exhibit 16

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B

-----X		:	:
J. A., J. B.,	:	:	:
N. B., J. J.,	:		<u>ORDER TO SHOW CAUSE</u>
L. J., N. K.,	:		
C. L., B. M.,	:		
S. P. and R. W.,	:		Index No. H.P.
	Petitioners,	:	
		:	
	- against -	:	<u>Premises:</u>
		:	XXXX Caton Ave.
CATON OWNER LLC,		:	Brooklyn, NY 11226
ASHER A.,	:		
MOSES B.,	:		
PROSPECT MANAGEMENT, INC.,	:		
EDI U.	:		
and THE NEW YORK CITY	:		
DEPARTMENT OF HOUSING PRESERVATION	:		
AND DEVELOPMENT,	:		
		:	
	Respondents.	:	
-----X		:	

Upon reading the Petition of J. A., J. B., N. B., J. J., L. J., N. K., C. L., B. M., S. P. and R. W., sworn to on the ___ day of _____, 2009, and upon all the annexed papers, and good cause having been shown, it is

ORDERED, that the respondents are directed to appear before this Court and show cause at a Trial Term of the Housing Part of the Civil Court of the City of New York, Part B, room 409 to be held at the Courthouse thereof, located at 141 Livingston Street, Room ____, Brooklyn, New York, on the ___ day of _____ 2009, at 9:30 A.M. or as soon as counsel may be heard, WHY an Order should not be made:

1. Imposing upon Respondent-Landlord and Respondent-Managing Agents the civil penalties provided by Section 27-2115(a) of the Administrative Code of the City of New York,

based upon respondents' failure to correct violations heretofore contained in notices of violations issued by the Department of Housing Preservation and Development and directing the Department of Housing Preservation and Development to enter a judgment against the Respondents-Landlords for the amount of civil penalties imposed by the Court;

2. Finding that the conditions described in petitioners' petition constitute violations, and directing the Respondent-Landlord and Respondent-Managing Agent to correct said violations within the time provided by Section 27-2115(c) of the Administrative Code of the City of New York or be subject to the civil penalties provided for by Section 27-2115(a) of said Code;

3. Enjoining Respondent-Landlord and Respondent-Managing Agent from permitting said violations to exist and from permitting any future conditions to exist which endanger the life, health or safety of petitioners and their family; and

4. For such other and further relief as may seem just and proper.

ORDERED, that pending a hearing and determination of this matter that the landlord-Respondents be directed to maintain essential services in the premises subject to this proceeding, including but not limited to **HEAT, GAS SERVICE, and ELECTRIC SERVICE.**

ORDERED, that a copy of this Order and the supporting papers shall be served upon CATON OWNER LLC, by in hand personal service or certified mail return receipt requested on or before the ____ day of _____, 2009;

ORDERED, that a copy of this Order and the supporting papers shall be served upon ASHER A., by in hand personal service or certified mail return receipt requested on or before the ____ day of _____, 2009;

ORDERED, that a copy of this Order and the supporting papers shall be served upon MOSES B., by in hand personal service or certified mail return receipt requested on or before

the ____ day of _____, 2009;

ORDERED, that a copy of this Order and the supporting papers shall be served upon PROSPECT MANAGEMENT, INC., by in hand personal service or certified mail return receipt requested on or before the ____ day of _____, 2009;

ORDERED, that a copy of this Order and the supporting papers shall be served upon EDI U., by in hand personal service or certified mail return receipt requested on or before the ____ day of _____, 2009;

ORDERED, that a copy of this Order and the supporting papers shall be served upon the DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT, by in hand personal service or certified mail return receipt requested, on or before the ____ day of _____, 2009, and

If the owner or managing agent is registered with the Department of Housing Preservation and Development, such mailing or service may be made to the address so registered.

Mailing to the Department of Housing Preservation and Development shall be made to the Housing Litigation Bureau, 150 William Street, New York, New York 10038.

These papers together with proof of service to be returned to the Clerk of this Court on or before the return date of this motion.

DATED: _____, 2009
Brooklyn, New York

JUDGE OF THE CIVIL COURT

Exhibit 17

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B

-----X
: :
J. A., J. B., :
N. B., J. J., : VERIFIED PETITION
L. J., N. K., :
C. L., B. M., :
S. P. and R. W., : Index No. H.P.
: Petitioners, :
: :
- against - : Premises:
: XXXX Caton Ave.
CATON OWNER LLC, : Brooklyn, NY 11226
ASHER A., :
MOSES B., :
PROSPECT MANAGEMENT, INC., :
EDI U. :
and THE NEW YORK CITY :
DEPARTMENT OF HOUSING PRESERVATION :
AND DEVELOPMENT, :
: :
Respondents. :
-----X

J. A., J. B., N. B., J. J., L. J., N. K., C. L., B. M., S. P. and R. W., complaining of respondents, allege:

1. Petitioners are tenants in the premises at XXXX Caton Ave., Brooklyn, County of Kings, City of New York.
2. J. A. is a tenant in Apartment 12.
3. J. B. is a tenant in Apartment 20.
4. N. B. is a tenant in Apartment 14.
5. J. J. is a tenant in Apartment 7.
6. L. J. is a tenant in Apartment 1.
7. N. K. is a tenant in Apartment 3.

8. C. L. is a tenant in Apartment 10.
9. B. M. is a tenant in Apartment 21.
10. S. P. is a tenant in Apartment 8.
11. R. W. is a tenant in Apartment AA.
12. Upon information and belief, respondent CATON OWNER LLC is the owner of the aforesaid premises.
13. Upon information and belief, respondent ASHER A. is the registered head officer of CATON OWNER LLC.
14. Upon information and belief, respondent MOSES B. is a registered officer of CATON OWNER LLC and registered managing agent for XXXX Caton Avenue, Brooklyn, NY 11226.
15. Upon information and belief, PROSPECT MANAGEMENT INC. acts as a managing agent for XXXX Caton Avenue, Brooklyn, NY 11226.
16. Upon information and belief, EDI U. acts as an emergency contact for XXXX Caton Avenue, Brooklyn, NY 11226.
17. Upon information and belief, respondent THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT (“DHPD”) is the agency of the City of New York charged with enforcing the various laws pertaining to the maintenance of residential housing.
18. Schedule “A” contains all conditions for which HPD has issued Notices of Violation more than thirty days prior to the filing of this action, and all conditions remain unabated.
19. Schedule “A” contains all violations for which the times provided under NYC

Admin. Code § 27-2115(c) have expired. All conditions listed in Schedule "A" remain unabated.

20. In addition, all of the conditions listed in the attached Schedule "B" currently exist in petitioners' apartments and building, and have been reported to respondent-landlords and respondent-managing agents.

21. Upon information and belief, all of these conditions constitute violations of the Housing Maintenance Code and/or the Multiple Dwelling Law and all other applicable laws and regulations.

22. Petitioners have not made prior applications for the specific relief herein requested.

WHEREFORE, Petitioners demand an order:

1) Imposing upon Respondent-Landlords and Respondent-Managing Agents the civil penalties provided by Section 27-2115(a) of the Administrative Code of the City of New York, based upon respondents' failure to correct violations heretofore contained in notices of violations issued by the Department of Housing Preservation and Development and directing the Department of Housing Preservation and Development to enter a judgment against the Respondents-Landlords for the amount of civil penalties imposed by the Court;

2) Finding that the conditions described in petitioners' petition constitute violations, and directing the Respondent-Landlords and Respondent-Managing Agents to correct said violations within the times provided by Section 27-2115(c) of the Administrative Code of the City of New York or be subject to the civil penalties provided for by Section 27-2115(a) of said Code;

3) Enjoining Respondent-Landlords and Respondent-Managing Agents from permitting said violations to exist and from permitting any future conditions to exist which

endanger the life, health and safety of petitioners and their families;

4) Directing the Respondent-Landlords and Respondent-Managing Agents to pay petitioner's costs, disbursements and counsel fees for this action; and

5) For such other and further relief as may seem just and proper.

DATED: _____, 2009
Brooklyn, New York

JOHN C. GRAY, ESQ.
MICHAEL GRINTHAL, Of Counsel
Attorneys for Petitioners
SOUTH BROOKLYN LEGAL SERVICES
105 Court Street
Brooklyn, New York 11201
(718) 237-5500

SCHEDULE "B"

Premises:

XXXX Caton Ave.
Brooklyn, N.Y., 11226

Public Areas

- (A) Inadequate light in hallways and entrance
- (B) Walls need to be repaired
- (C) Ceilings need to be repaired
- (D) Walls need to be repainted
- (E) Hallways need to be cleaned regularly
- (F) Hallway stairs are broken
- (G) Garbage accumulates in public areas
- (H) Garbage cans need to be covered
- (I) Boiler needs to be repaired – it emits loud noises
- (J) Intercom system needs to be returned to working order
- (K) Mailboxes are broken
- (L) Entrance door does not close properly
- (M) Basement door is not secure
- (N) Roof door is not secure
- (O) Stoop steps are broken
- (P) Mold
- (Q) No rent receipts given
- (R) No super residing on premises

- (S) Super service is inadequate
- (T) Hallways are noisy
- (U) Windows broken
- (V) Many apartments remain vacant – great tenant turnover

Apartment 12 (J. A.)

- (A) Inadequate hot water throughout apartment
- (B) Inadequate water pressure throughout apartment
- (C) Exposed wiring throughout apartment
- (D) Floors need to be repaired in entry/hallway
- (E) Collapsed ceiling in entry/hallway
- (F) Kitchen stove needs to be replaced
- (G) Kitchen refrigerator needs to be replaced
- (H) Plumbing leaks in kitchen
- (I) Walls need to be repaired in kitchen
- (J) Ceiling needs to be repaired in kitchen
- (K) Kitchen radiator leaks
- (L) Defective electrical switches/fixtures in kitchen
- (M) Missing face plates on switches/fixtures in kitchen
- (N) Kitchen windows are broken
- (O) Shower head and shower faucet need to be repaired
- (P) Bathroom sink faucet leaks
- (Q) Collapsed ceiling in bathroom

- (R) Bathroom radiator leaks
- (S) Mold in bathroom
- (T) Dining room floors need to be repaired
- (U) Dining room walls need to be repaired
- (V) Dining room ceiling needs to be repaired
- (W) Defective electrical switches/fixtures in dining room
- (X) Living room floors need to be repaired
- (Y) Living room walls need to be repaired
- (Z) Living room ceiling needs to be repaired
- (AA) Bedroom walls need to be repaired
- (BB) Collapsed ceiling in bedroom

Apartment 20 (J. B.)

- (A) Entire apartment needs to be repainted
- (B) Window guards missing
- (C) Roaches
- (D) Bedbugs
- (E) No chain on entrance door
- (F) Inadequate gas
- (G) Bedroom floors need to be repaired
- (H) Bedroom radiators leak
- (I) Living room ceiling needs to be repaired
- (J) Windows broken in living room

(K) Inadequate electrical wiring in living room

Apartment 14 (N. B.)

- (A) Entire apartment needs to be repainted
- (B) Exposed wiring throughout apartment
- (C) Weak electrical current throughout apartment
- (D) Smoke detector needs to be replaced
- (E) Roaches
- (F) Entrance door lock is defective
- (G) No chain on entrance door
- (H) Bathtub faucet and drain are broken
- (I) Bathroom floor tiles are cracked
- (J) Tiles around bathtub are cracked
- (K) Bathroom floors need to be repaired
- (L) Bathroom ceiling needs to be repaired
- (M) Face plates on switches/fixtures missing in bathroom
- (N) Kitchen stove needs to be replaced
- (O) Windows broken in kitchen
- (P) Bedroom floors need to be repaired
- (Q) Bedroom ceiling needs to be repaired
- (R) Bedroom radiator leaks
- (S) Windows broken in bedrooms
- (T) Living room floor needs to be repaired

- (U) Living room ceiling needs to be repaired
- (V) Living room walls need to be repaired
- (W) Living room radiator leaks
- (X) Electrical switches/fixtures defective in living room
- (Y) Windows broken in living room

Apartment 7 (J. J.)

- (A) Entire apartment needs to be repainted
- (B) Exposed wiring throughout apartment
- (C) Mice
- (D) Roaches
- (E) Entrance door lock is broken
- (F) Entry/hallway floors need to be repaired
- (G) Entry/hallway ceiling needs to be repaired
- (H) Entry/hallway radiator leaks
- (I) Bathtub and toilet need to be repaired
- (J) Bathroom radiator leaks
- (K) Kitchen stove needs to be replaced
- (L) Kitchen sink needs to be repaired
- (M) Kitchen cabinets are broken

Apartment 3 (N. K.)

- (A) Entire apartment needs to be repainted

- (B) Rusty water
- (C) Smoke detector needs to be replaced
- (D) Smoke enters apartment
- (E) Mice
- (F) Roaches
- (G) Entry/hallway floors need to be repaired
- (H) Entry/hallway ceiling needs to be repaired
- (I) Bathtub faucet leaks
- (J) Bathroom walls need to be repaired
- (K) Gas leaks in kitchen
- (L) Kitchen walls need to be repaired
- (M) Bedroom floors need to be repaired
- (N) Bedroom ceiling needs to be repaired
- (O) Bedroom walls need to be repaired
- (P) Living room floors need to be repaired
- (Q) Living room ceiling needs to be repaired
- (R) Living room radiator leaks

Apartment 10 (C. L.)

- (A) No heat
- (B) Exposed wiring throughout apartment
- (C) Electrical problems in bedroom
- (D) Smoke detector needs to be replaced

- (E) Rats
- (F) Mice
- (G) Roaches
- (H) Entrance door lock needs to be repaired
- (I) Bell not working
- (J) No chain on entrance door
- (K) Defective intercom in apartment
- (L) Entry/hallway floors need to be repaired
- (M) Entry/hallway walls need to be repaired
- (N) Defective electrical switches/fixtures in entry/hallway
- (O) Entry/hallway radiator leaks
- (P) Bathroom wall tile is cracked
- (Q) Bathtub faucet leaks
- (R) Bathtub does not drain
- (S) Bathroom walls need to be repaired
- (T) Bathroom radiator leaks
- (U) Kitchen stove needs to be replaced

Apartment 21 (B. M.)

- (A) No heat
- (B) Weak electrical current throughout apartment
- (C) Window guards missing
- (D) Smoke detector needs to be replaced

- (E) Bell not working
- (F) Entry/hallway radiator leaks
- (G) Defective electrical switches/fixtures in entry/hallway
- (H) Bathroom tiles are cracked
- (I) Bathtub faucet leaks
- (J) Bathroom ceiling needs to be repaired
- (K) Bathroom radiator leaks
- (L) Kitchen cabinets are broken

Apartment 8 (S. P.)

- (A) Entire apartment needs to be repainted
- (B) Inadequate water pressure in kitchen and bathroom
- (C) Weak electrical current throughout apartment
- (D) Rats
- (E) Mice
- (F) Entrance door lock is broken
- (G) Intercom/buzzer system does not work
- (H) Entry/hallway floors need to be repaired
- (I) Entry/hallway ceiling needs to be repaired
- (J) Entry/hallway walls need to be repaired
- (K) Entry/hallway radiator leaks
- (L) Defective electrical switches/fixtures in entry/hallway
- (M) Face plates missing on switches/fixtures in entry/hallway

- (N) Mold in entry/hallway
- (O) Bathroom sink is broken
- (P) Bathroom sink faucet leaks
- (Q) Shower is broken
- (R) Toilet is broken
- (S) Mold in bathroom
- (T) Bathroom ceiling needs to be repaired
- (U) Gas leaks in kitchen
- (V) Kitchen sink leaks
- (W) Kitchen sink has cracks, holes and rust
- (X) Kitchen sink does not drain
- (Y) Kitchen walls need to be repaired
- (Z) Kitchen ceiling needs to be repaired
- (AA) Lights do not work in kitchen
- (BB) Bedroom floors need to be repaired
- (CC) Bedroom ceiling needs to be repaired
- (DD) Bedroom walls need to be repaired
- (EE) Electrical switches/fixtures broken in bedrooms
- (FF) Mold in bedrooms
- (GG) Living room radiator leaks

Apartment AA (R. W.)

- (A) Entire apartment needs to be repainted

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF KINGS)

being duly sworn, deposes and says:

1. I am one of the Petitioners in the within entitled action.
2. I have read or had translated to me the contents of the foregoing PETITION.
3. The information about me stated therein is true to my own knowledge except as to

those matters stated to be alleged upon information and belief, and as to those matters I believe the information to be true.

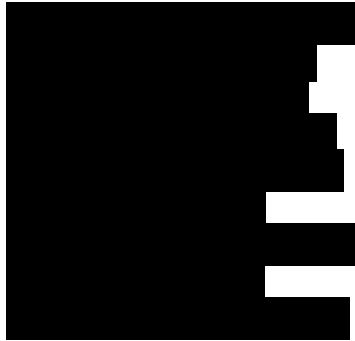
Sworn to before me this ____
day of March, 2009

NOTARY PUBLIC

Exhibit 18

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B

-----X



Index No. HP _____/12

ORDER TO SHOW CAUSE

Petitioners,

-against-

JOHN B. RHEA, as Chairman of
the New York City Housing Authority
THE NEW YORK CITY HOUSING AUTHORITY;
THE NEW YORK CITY DEPARTMENT OF
HOUSING PRESERVATION AND DEVELOPMENT.

Respondents,

-----X

UPON reading the Verified Petition, and upon all the annexed papers, and good cause having been shown, it is

ORDERED, that the respondent is directed to appear before this court and show cause at a Trial Term of the Housing Part of the Civil Court of the City of New York, County of Kings, Housing Part B, to be held at the Courthouse thereof, located at 141 Livingston Street, Room 409, Brooklyn, New York, on the 22nd day of March, 2012, at 9:30 AM, or as soon thereafter as the parties may be heard, WHY an order should not be made and entered:

(a) finding that the conditions described in Petitioners' petition constitute violations, and directing the Respondent to correct said violations within the time provided by Section 27-

2115(c) of the Administrative Code of the City of New York or be subject to the civil penalties provided for by Section 27-2115(a) of said Code

(b) enjoining Respondent from permitting said violations to exist and from permitting any future conditions to exist which endanger the life, health and safety of the Petitioners and their families; and

ORDERED, that personal service of this Order, together with a copy of the papers upon which it is granted upon the respondent John B. Rhea on or before the ____ day of March, 2012, be deemed sufficient, and it is further

ORDERED, that personal service of this Order, together with a copy of the papers upon which it is granted upon the respondent The New York City Housing Authority on or before the ____ day of March, 2012, be deemed sufficient, and it is further

ORDERED, that service of a copy of this Order, together with a copy of the papers upon which it is granted, upon the respondent The New York Department of Housing Preservation and Development, by first-class mail, with certificate of mailing, as permitted by Administrative Code Section 27-2115(j), on or before the ____ day of March, 2012, be deemed sufficient, and it is further

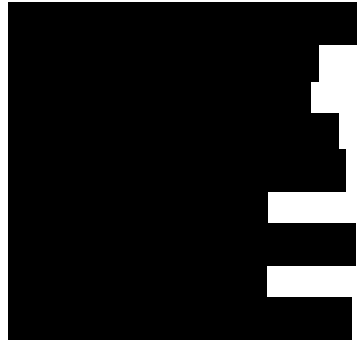
ORDERED, that these papers, together with proof of service thereof, may be returned on or before the return date of this proceeding.

Dated: Brooklyn, NY
March _____, 2012

HON. K. McClanahan
J.H.C.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B

-----X



Index No. HP _____/12

VERIFIED PETITION IN SUPPORT
OF AN ORDER TO SHOW CAUSE

Petitioners,

-against-

JOHN B. RHEA, as Chairman of
the New York City Housing Authority
THE NEW YORK CITY HOUSING AUTHORITY;
THE NEW YORK CITY DEPARTMENT OF
HOUSING PRESERVATION AND DEVELOPMENT.

Respondents,

-----X

The Petitioners respectfully allege the following:

PRELIMINARY STATEMENT

1. Over the past several years, NYCHA's responsiveness to repair requests has deteriorated as the new computerized "ticket" system has been implemented. For instance, Petitioner [REDACTED] reports that she requested in May 2010 that the mold and mildew that appeared to be coming from her walls be fixed. At that time, she was given Ticket #10837838 and was told that a contractor would contact her in 30 days. Almost two years have passed and no one has contacted Ms. [REDACTED]. In fact, she has called several times to inquire about repairs and not two weeks ago she was told that she could not request a new ticket because

the ticket from May 2010 still remained open. Meanwhile, Ms. [REDACTED] must live with mold and mildew in her apartment that she believes caused her to spit up blood from a respiratory infection and is now starting to affect her 21 year old son [REDACTED].

2. Another tenant, [REDACTED] had a fire in her apartment on December 11, 2011. While there was limited damage from the fire, the Fire Department had to break her windows in two of her bedrooms, break a door and remove her kitchen sink and cabinets. In or about January 2012, Ms. [REDACTED] called NYCHA's Customer Contact Center and asked for repairs to be completed in her apartment. The Customer Contact Center gave her the following ticket numbers 1-806923232 -- Window Glass – Maint; 1-806929072 -- Sink – Maint; 1-808967482 -- Kitchen Cabinet – Maint; 1-806924452 -- Window Glass -- Maint . Despite having windows boarded up in her apartment and no kitchen sink, NYCHA told her that someone would come to her apartment to complete the repairs on December 26, 2012, almost one year later.

3. Each Petitioner here is a tenant in a Public Housing building owned and maintained by the Respondent, The New York City Housing Authority (“NYCHA”). Each Petitioner has unsafe and unsanitary conditions in his or her apartments, and these conditions violate the Housing Maintenance Code. In almost every case, each tenant, like Ms. [REDACTED], has notified NYCHA about the conditions of his or her apartment and requested repairs, but NYCHA has failed to make all but emergency repairs. In fact, NYCHA has in some cases had more than one year's notice of necessary repairs, but has failed to make the required repairs. Even when repairs are made, the repairs are not done properly with stories of painting occurring before plastering and jobs left half done.

4. With outstanding conditions and a broken ticket system, the tenants here are without any other recourse than to ask the Court to issue an Order to Respondents to correct the

existing violations in their apartments in a timely manner so they may live in their homes with dignity.

PARTIES

5. Petitioner [REDACTED] is a tenant of The Raymond V. Ingersoll Houses, 5 Fleet Walk, Apt. [REDACTED], Brooklyn, NY 11201.

6. Petitioner [REDACTED] is a tenant of The Raymond V. Ingersoll Houses, 29 Fleet Walk, Apt. [REDACTED], Brooklyn, NY 11201.

7. Petitioner [REDACTED] is a tenant of the David G. Farragut Houses, 191 Sands Street, Apt. [REDACTED], Brooklyn, NY 11201.

8. Petitioner [REDACTED] is an occupant of The David G. Farragut Houses, 234 Sands Street, Apt. [REDACTED], Brooklyn, NY 11201.

9. Petitioner [REDACTED] is a tenant of The David G. Farragut Houses, 234 Sands Street, Apt. [REDACTED], Brooklyn, NY 11201.

10. Petitioner [REDACTED] is a tenant of The David G. Farragut Houses, 237 Nassau Street, Apt. [REDACTED] Brooklyn, NY 11201.

11. Petitioner [REDACTED] is a tenant of The David G. Farragut Houses, 233 Sands Street, Apt. [REDACTED], Brooklyn, NY 11201.

12. Petitioner [REDACTED] is a tenant of the David G. Farragut Houses, 202 York Street, Apt. [REDACTED], Brooklyn, NY 11201.

13. Petitioner [REDACTED] is a tenant of The Walt Whitman Houses, 81 North Portland Avenue, Apt. [REDACTED], Brooklyn, NY 11201.

14. The Respondent, The New York City Housing Authority ("NYCHA") is a body corporate and politic established by the New York State Legislature, as set forth in Section 401

of the N.Y. Public Housing Law. It is responsible for the administration, operation and maintenance of public housing projects within the City of New York. It maintains its principal place of business at 250 Broadway, New York, New York.

15. Respondent JOHN B. RHEA is the chairman of NYCHA and is in such capacity charged with the responsibility for the operation of NYCHA by its agents and or employees.

16. Upon information and belief, respondent THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT (“DHPD”) is the agency of the City of New York charged with enforcing the various laws pertaining to the maintenance of residential housing.

REGULATORY SCHEME

Order to Correct

17. A tenant or group of tenants may petition the Court to order The New York Department of Housing Preservation & Development to inspect and issue violations against a landlord-owner for conditions in violation of the Housing Maintenance Code. See N.Y.C. Adm. Code § 27-2002. A tenant, or group of tenants, may bring an HP action seeking an Order directing the owner to correct all violations found by the court. See N.Y.C. Adm. Code § 27-2115(h).

18. Upon the owner’s failure to correct the violations in the time required under the Housing Maintenance Code, the court shall impose civil penalties against the owner in accordance with N.Y.C. Adm. Code § 27-2115(a). Id.

19. If a violation is found to exist the owner is required to correct the condition and, thus there is no defense to an Order to Correct other than the non-existence of the violation. The

only defenses available in an HP action are to the imposition of civil penalties. See N.Y.C. Adm. Code § 27-2116(b).

STATEMENT OF FACTS

20. Each of the above-captioned Petitioners is a tenant in a public housing residential building owned, managed, and maintained by The New York City Housing Authority (NYCHA).

21. Despite the existence of numerous unsafe and unsanitary conditions in each of the Petitioners' residences, NYCHA has failed to correct and repair those conditions.

22. Nor has NYCHA attempted to make the necessary repairs within a reasonable amount of time. Among the above-captioned Petitioners, most have been living for years with major uncorrected conditions in their apartments like serious leaks, mold, and disintegrating plaster on walls and ceilings.

23. Upon information and belief, the conditions which exist in petitioners' apartments and building constitute an emergency and/or a danger to life, health and safety. Accordingly, the requirement that DHPD receive prior notification is waived pursuant to its directive dated February 11, 1977.

24. Moreover, upon information and belief, HPD refuses to inspect properties owned by NYCHA unless ordered by the court and will not issue notices of violations.

25. In addition to such violations that may be found by an HPD inspector, all of the conditions listed in the attached Schedule "A" currently exist in petitioners' apartments and building, and upon information and belief all of these conditions constitute violations of the Housing Maintenance Code and/or the Multiple Dwelling Law and all other applicable laws and regulations.

26. The Petitioners request that the Court issue an Order to Correct each of the above-mentioned unsafe and unsanitary conditions pursuant to Administrative Code Section 27-2116(b).

27. Petitioners have not made prior applications for the specific relief herein requested.

WHEREFORE, Petitioners respectfully requests that an Order be made and entered, granting the following relief:

(a) finding that the conditions described in Petitioners' Petition constitute violations, and directing the Respondent to correct said violations within the time provided by Section 27-2115(c) of the Administrative Code of the City of New York or be subject to the civil penalties provided for by Section 27-2115(a) of said Code; and

(b) enjoining Respondents from permitting said violations to exist and from permitting any future conditions to exist which endanger the life, health and safety of Petitioner and his family; and

(c) granting such other and further relief as the Court may deem just.

Dated: Brooklyn, NY
February 29, 2012

BRENT MELTZER, Of Counsel
JOHANNES WETZEL, Of Counsel
SOUTH BROOKLYN LEGAL SERVICES
JOHN C. GRAY, ESQ.
105 Court Street
Brooklyn, NY 11201
(718) 237-5500
Attorney for Petitioners

VERIFICATION

STATE OF NEW YORK)
 :
COUNTY OF KINGS) ss.

████████████████████, being duly sworn, deposes and says:

1. I am the tenant of record at 29 Fleet Walk, Apt. █████, Brooklyn, NY 11201, and am a Petitioner in the above-captioned proceeding.

2. I have read the within Verified Petition and affirm that the facts stated therein are true to the best of my knowledge. As to those matters stated on information and belief, I have reason to believe they are true.

Dated: Brooklyn, NY
 February , 2012

████████████████████_____

Sworn to before me this
day of February, 2012

NOTARY PUBLIC

VERIFICATION

STATE OF NEW YORK)
 :
COUNTY OF KINGS) ss.

████████████████████ being duly sworn, deposes and says:

1. I am the tenant of record at 202 York Avenue, Apt. ██████, Brooklyn, NY 11201, and am a Petitioner in the above-captioned proceeding.

2. I have read the within Verified Petition and affirm that the facts stated therein are true to the best of my knowledge. As to those matters stated on information and belief, I have reason to believe they are true.

Dated: Brooklyn, NY
 February , 2012

Sworn to before me this
day of February, 2012

████████████████████ _____

NOTARY PUBLIC

SCHEDULE "A"

Premises:

The Raymond V. Ingersoll Houses
5 Fleet Walk
Brooklyn, NY 11201
(Residence of Petitioner [REDACTED])

Public Areas:

- A. Non-working locks on main entrance to building.
- B. Burnt-out or broken lights on 10th floor landing.
- C. Filthy Floors on 10th floor landing.

Premises:

The Raymond V. Ingersoll Houses
29 Fleet Walk
Brooklyn, NY 11201

Apartment [REDACTED] Residence of Petitioner [REDACTED]

- A. Doors to all bedrooms broken off of their hinges.
- B. Pipes above bathroom door leak.
- C. Putrid water leaks from the pipes and through the ceiling in both kitchen and bathroom.
- D. Paint peeling off of walls throughout apartment.
- E. All walls throughout apartment require plaster and painting.
- F. Closet doors throughout apartment are broken off of their hinges.
- G. Floor tiles are cracked in master bedroom and in hallway leading to the rear of the apartment.
- H. Cabinet doors in kitchen are broken or missing.

Premises:

David G. Farragut Houses
191 Sands Street
Brooklyn, NY 11201

Apartment [REDACTED], Residence of Petitioner [REDACTED]

- A. Windows broken and boarded up in master bedroom.
- B. Windows broken and boarded up in second bedroom.
- C. Door broken off of hinges in third bedroom.
- D. Holes in walls in bathroom.
- E. Plaster and paint cracking and deteriorating on bathroom ceiling.
- F. No sink in kitchen.
- G. No cabinets in kitchen.
- H. Painting required throughout apartment.

Premises:

David G. Farragut Houses
234 Sands Street
Brooklyn, NY 11201

Apartment [REDACTED], Residence of Petitioner [REDACTED] :

- A. Non-working electrical outlet in the small bedroom.
- B. Non-working burner on kitchen stove.
- C. No hot water from kitchen and bathroom taps.
- D. Bedroom closet door is off of its hinges.
- E. No air conditioner outlet in apartment.
- F. Painting required throughout apartment.

Apartment [REDACTED], Residence of Petitioner [REDACTED] :

- A. Holes in walls in bathroom, living room and all bedrooms.
- B. Water leaking through master bedroom ceiling.
- C. Mold growing in bathroom.

Premises:

David G. Farragut Houses
237 Nassau Street
Brooklyn, NY 11201

Public Areas:

- A. Filthy conditions in building elevators

Apartment [REDACTED], Residence of Petitioner [REDACTED] :

- A. Non-working radiators throughout apartment.
- B. Insufficient Heat throughout apartment.

Premises:

David G. Farragut Houses
233 Sands Street
Brooklyn, NY 11201

Apartment [REDACTED] Residence of Petitioner [REDACTED]

- A. During rain, water leaks into and saturates master bedroom floor and seeps up through the floor tiles when walked on.
- B. Master bedroom walls are unpainted.
- C. Mold on bathroom ceiling and on bathtub.
- D. Paint peeling from bathroom walls

- E. Bathroom floor is cracked.
- F. Kitchen counter is cracked.
- G. Kitchen Cabinets are cracked and peeling.

Premises:

David G. Farragut Houses
202 York Street
Brooklyn, NY 11201

Apartment [REDACTED], Residence of Petitioner [REDACTED]

- A. Gap between front door and doorframe allows rodents into apartment.
- B. Plaster is crumbling off of walls around the washing machine in hallway.
- C. Insufficient heat throughout apartment at all times.

Premises:

Walt Whitman Houses
81 North Portland Avenue
Brooklyn, NY 11201

Apartment [REDACTED], Residence of Petitioner [REDACTED]:

- A. Plaster peeling and crumbling off of walls in kitchen.
- B. Plaster peeling and crumbling off of ceiling and walls in bathroom.
- C. Mold on walls and ceiling in kitchen and bathroom.
- D. Mold migrating from bathroom ceiling and walls onto adjacent master bedroom ceiling and walls.
- E. Windows will not open throughout apartment.

VERIFICATION

STATE OF NEW YORK)
 :
COUNTY OF KINGS) ss.

████████████████████, being duly sworn, deposes and says:

1. I reside at 234 Sands Street, Apt. █████, Brooklyn, NY 11201, and am a Petitioner in the above-captioned proceeding.

2. I have read the within Verified Petition and affirm that the facts stated therein are true to the best of my knowledge. As to those matters stated on information and belief, I have reason to believe they are true.

Dated: Brooklyn, NY
February , 2012

████████████████████_____

Sworn to before me this
day of February, 2012

NOTARY PUBLIC

Exhibit 19

- and Development and directing the Department of Housing Preservation and Development to enter a judgment against the Respondent-Owner and Respondent-Managing Agent for the amount of civil penalties imposed by the Court;
2. Finding that the conditions described in Petitioners' petition constitute violations of the Administrative Code of the City of New York, and directing the Respondent-Owner and Respondent-Managing Agent to correct said violations within the time provided by Section 27-2115(c) of the Administrative Code of the City of New York or be subject to the civil penalties provided for by Section 27-2115(a) of said Code;
 3. Enjoining Respondent-Owner and Respondent-Managing Agent from permitting said violations to exist and from permitting any future conditions to exist which endanger the life, health, or safety of Petitioners and their families; and
 4. Finding that the conditions described in Petitioners' petition constitute violations of Section 27-2005(d) of the Administrative Code of the City of New York and issuing an order, pursuant to Section 27-2115(m)(2) of the Administrative Code of the City of New York, restraining the Respondent-Owner and the Respondent-Managing Agent from violating this subdivision, ensuring that no further violations occur, and imposing such other relief as the Court deems appropriate.
 5. For such other and further relief as may seem just and proper.

ORDERED, that pending a hearing and determination of this matter that the Respondents be directed to maintain essential services in the premises subject to this proceeding, including but not limited to HEAT, GAS SERVICE, and ELECTRIC SERVICE.

ORDERED, that a copy of this Order and the supporting papers shall be served upon Respondents Yonah Halton and [REDACTED] LLC by certified mail, return receipt requested to

829 Greenwood Ave, Apt. 1C, Brooklyn, NY 11218 on or before the ____ day of _____, 2015;

Mailing to the Department of Housing Preservation and Development shall be made to the Housing Litigation Bureau, [REDACTED].

ORDERED that these papers, together with proof of service thereof, may be returned on or before the return date of this proceeding.

DATED: _____, 2015
Brooklyn, New York

JUDGE OF THE CIVIL COURT

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B

-----X
:
:
:
:
Petitioner-Tenants, :
:
- against - :
:
YONAH HALTON (managing agent), :
[REDACTED] LLC (owner), :
and THE NEW YORK CITY :
DEPARTMENT OF HOUSING PRESERVATION :
AND DEVELOPMENT, :
:
Respondents. :
-----X

VERIFIED PETITION

Index No. H.P. _____/15

Premises:
[REDACTED] Place
Brooklyn, NY 11213

Petitioners [REDACTED] and [REDACTED] respectfully allege:

NATURE OF THE ACTION

1. This action is brought to address egregious violations of the Housing Code that have rendered Petitioners' homes dangerous to occupy and, in the case of [REDACTED], uninhabitable since September 13. It also seeks to address Respondents' ongoing harassment of Petitioners. Respondents YONAH HALTON and [REDACTED] LLC have engaged in a persistent campaign to oust Petitioners from their apartments and have refused to make required repairs of egregious violations throughout the building.
2. There are currently 22 open violations in Petitioners' apartments, the most serious of which are in Petitioner [REDACTED] apartment, which contains two Class C violations, leading to a partial vacate order placed by the Department of Buildings on September 15, 2014.

3. On or about September 13, 2014, Petitioner [REDACTED] bathroom ceiling collapsed, leaving behind a large amount of debris and causing severe damage to the entire bathroom. The bathroom is currently covered in debris and inaccessible, and the kitchen ceiling next door has large structural cracks. Ms. [REDACTED] minor child was present in the bathroom during the ceiling collapse and immediately notified Ms. [REDACTED] of the emergency. Ms. [REDACTED] promptly called 911 and filed a report, and the Department of Buildings later placed a partial vacate order dated September 15, 2014. Respondents YONAH HALTON and [REDACTED] LLC have refused to take any steps to repair the collapsed ceiling and lift the vacate order, leaving Ms. [REDACTED] and her minor child homeless for months. This violation must be corrected immediately.
4. In addition, in a continuing attempt to harass Petitioners, Respondent YONAH HALTON has made a series of buyout offers to Petitioners, despite their repeated refusals to accept the offers and leave their homes.
5. On or about October 7, 2014, Respondent YONAH HALTON contacted Ms. [REDACTED] with successive buyout offers for increasingly large amounts. Ms. [REDACTED] declined each offer and, since then, YONAH HALTON has refused to contact Ms. [REDACTED] to discuss any topic, including any repairs to Ms. [REDACTED] bathroom.
6. In October 2014, Respondent YONAH HALTON contacted Petitioner [REDACTED] [REDACTED] and offered her the apartment across the hall, which has a higher rent. When she refused, YONAH HALTON made the same offer at least five more times before offering a buyout, which Ms. [REDACTED] rejected.

7. The tenants ask the Court to find that Respondents' conduct constitutes harassment under the Administrative Code and to impose appropriate penalties for existing violations that are uncorrected and an Order to Correct outstanding violations.

THE PARTIES

8. Petitioners are tenants in the premises at [REDACTED], Brooklyn, County of Kings, City of New York.
9. Petitioner [REDACTED] is a tenant in Apartment [REDACTED] which is currently subject to a DOB partial vacate order.
10. Petitioner [REDACTED] is a tenant in Apartment [REDACTED]
11. Upon information and belief, Respondent YONAH HALTON is the head officer and managing agent of the aforesaid premises.
12. Upon information and belief, Respondent [REDACTED] LLC is the limited liability company that owns [REDACTED], Brooklyn, NY 11213.
13. Respondent THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT ("HPD") is the agency of the City of New York charged with enforcing the various laws pertaining to the maintenance of residential housing.

STATEMENT OF FACTS

14. Respondents YONAH HALTON and [REDACTED] LLC have failed to correct 22 open violations in Petitioners' apartments. See HPD Violations Report attached hereto as Exhibit A.
15. Petitioner [REDACTED] lives at [REDACTED], Apartment [REDACTED] Ms. [REDACTED] apartment contains several hazardous conditions in connection with a

ceiling collapse that occurred in her bathroom. The September 13 ceiling collapse left a large amount of debris that must be removed and requires repair of the ceiling, toilet, sink, floor, tiles, shower, and bathtub in the bathroom. Ms. [REDACTED] apartment also requires repairs of cracks in the bedroom, living room, and kitchen ceilings. The Department of Buildings placed a partial vacate order on September 15, 2014, and Ms. [REDACTED] and her son have been homeless since.

16. Petitioner [REDACTED] lives at [REDACTED], Apartment [REDACTED]. Ms. [REDACTED] apartment requires re-painting of the ceiling and walls in the bathroom, and contains a pipe in the kitchen that must be repaired. Repairs must also be made to holes in the kitchen and bathroom walls and to cracks in the kitchen ceiling.

Harassment of Tenants in the Building

17. The following acts on the part of Respondents substantially interfere with or disturb the comfort, repose, peace, and quiet of the Petitioners and are intended to cause Petitioners to vacate their apartments or to surrender or waive rights relating to the occupancy of their apartments.
18. On or about September 13, 2014, Ms. [REDACTED] bathroom ceiling collapsed. Ms. [REDACTED] contacted YONAH HALTON, yet he did not undertake any efforts in response to perform necessary repairs. Respondents have contemptuously refused to make any effort to lift the partial vacate order that drove Ms. [REDACTED] out of her home and has rendered her homeless for approximately three months.
19. During or around the second week of October 2014, YONAH HALTON offered Ms. [REDACTED] three successive buyouts during a telephone call. Ms. [REDACTED] who did not

prompt the buyout discussion, declined all three offers. YONAH HALTON has not contacted Ms. [REDACTED] since she declined the buyout offers.

20. In October 2014, YONAH HALTON offered Ms. [REDACTED] a buyout after she refused to move to a different apartment in the building. Ms. [REDACTED] refused both the buyout offer and the request to move to another apartment.
21. Even when Respondents undertook to make repairs or replace appliances in Ms. [REDACTED] apartment, they performed shoddy work and provided inoperable equipment. Respondent did shoddy work when repairing the tiles in Ms. [REDACTED] bathroom and did not remove the mold near the bathtub. When Ms. [REDACTED] complained of a malfunctioning refrigerator, Respondent installed at least three refrigerators, none of which functioned properly. In order to secure a functioning refrigerator, Ms. [REDACTED] was forced to reach an agreement with the landlord whereby she pays a monthly fee.

REGULATORY SCHEME

Harassment:

22. Pursuant to Paragraph 48, Section 27-2004 of the Administrative Code of the City of New York, "harassment" is defined as "any act or omission by or on behalf of an owner that:"
 - (i) causes or is intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy, and
 - (ii) includes one or more of the following:
 - (a) using force against, or making express or implied threats that force will be used against, any person lawfully entitled to occupancy of such dwelling unit;

- (b) repeated interruptions or discontinuances of essential services, or an interruption or discontinuance of an essential service for an extended duration or of such significance as to substantially impair the habitability of such dwelling unit;
- (c) failing to comply with the provisions of subdivision c of section 27-2140 of this chapter;
- (d) commencing repeated baseless or frivolous court proceedings against any person lawfully entitled to occupancy of such dwelling unit;
- (e) removing the possessions of any person lawfully entitled to occupancy of such dwelling unit;
- (f) removing the door at the entrance to an occupied dwelling unit; removing, plugging, or otherwise rendering the lock on such entrance door inoperable; or changing the lock on such entrance door without supplying a key to the new lock to the persons lawfully entitled to occupancy of such dwelling unit;
- (g) other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.

N.Y.C. Adm. Code § 27-2004.

23. Pursuant to Section 27-2115(m)(2) of the Administrative Code of the City of New York, the court may do the following if harassment is found:
 - (1) The court may issue an order restraining the owner of the property from continuing to harass the tenant(s) and directing the owner to ensure that no further harassment occurs;
 - (2) The court may impose a civil penalty not less than \$1,000 and not more than \$5,000 for each dwelling unit in which a tenant or any person lawfully entitled to occupancy of such unit has been the subject of the harassment.
 - (3) The court may provide such other relief as the court deems appropriate.

Civil Penalties:

24. A tenant or group of tenants may commence a Housing Repair Action (“HP Action”) in order to obtain civil penalties against a landlord who was previously sent a Notice of Violation for a hazardous or immediately hazardous condition and who has not repaired the conditions for which the violation was placed within the time set for compliance.

See N.Y.C. Adm. Code § 27-2115(i).

25. If the condition constituting the violation is not categorized as hazardous or immediately hazardous the tenant, or group of tenants, must wait thirty (30) days from the date set for completion of the condition prior to commencing an action for civil penalties. See id.

26. If the violations are found to exist, civil penalties will be assessed as follows:

not less than ten dollars nor more than fifty dollars for each non-hazardous violation, not less than twenty-five dollars nor more than one hundred dollars and ten dollars per day for each hazardous violation, not less than fifty dollars nor more than one hundred fifty dollars and, in addition, one hundred twenty-five dollars per day for each immediately hazardous violation, occurring in a multiple dwelling containing more than five dwelling units, from the date set for correction in the notice of violation until the violation is corrected.

N.Y.C. Adm. Code § 27-2115(a).

27. Pursuant to Article 2, Section 27-2115(k)(3) of the New York City Housing Maintenance Code, an owner can defend against a tenant’s application for civil penalties on the following grounds:

(i) That the condition which constitutes the violation did not exist at the time the violation was placed; or

(ii) That he or she began to correct the condition which constitutes the violation promptly upon discovering it but that full correction could not be completed expeditiously because of

technical difficulties, inability to obtain necessary materials, funds or labor, or inability to gain access to the dwelling unit wherein the violation occurs, or such other portion of the building as might be necessary to make the repair; or

(iii) That he or she was unable to obtain a permit or license necessary to correct the violation, provided that diligent and prompt application was made therefor; or

(iv) That the violation giving rise to the action was caused by the act or negligence, neglect or abuse of another not in the employ or subject to the direction of the owner.

Order to Correct:

28. A tenant, or group of tenants, may bring an HP Action seeking an Order to Correct if that tenant, or group of tenants, has complained of a condition to HPD and no violation has been issued after thirty (30) days. See N.Y.C. Adm. Code § 27-2115(h).
29. If a violation is found to exist, the owner is required to correct the condition and, thus, there is no defense to an Order to Correct other than the non-existence of the violation. The only defenses available in an HP Action are to the imposition of civil penalties. See N.Y.C. Adm. Code § 27-2116(b).

FIRST CAUSE OF ACTION
Harassment

30. Petitioners restate and re-allege the allegations in Paragraphs 1-29 as if fully set forth herein.
31. The behavior of YONAH HALTON, including, but not limited to, refusing to complete required repairs of reported Housing Code violations, repeatedly offering buyouts to tenants to coerce them to leave their apartments, and promising to repair the collapsed ceiling in Ms. [REDACTED] apartment but instead leaving the premises uninhabitable, constitutes harassment pursuant to the Administrative Code Section 27-2004(a)(48).

SECOND CAUSE OF ACTION
Civil Penalties

32. Petitioners restate and re-allege the allegations in Paragraphs 1-31 as if fully set forth herein.
33. HPD has issued Notices of Violation setting a date for completion of certain repairs. The time for completion of certain hazardous or extremely hazardous conditions has passed. See HPD Violation Report attached as Exhibit A.
34. Upon information and belief, all of these conditions constitute violations of the Housing Maintenance Code and/or the Multiple Dwelling Law and all other applicable laws and regulations.
35. The Petitioners request that the Court direct the Owner to pay civil penalties for all of the uncorrected conditions in the HPD Violation Report attached hereto as Exhibit A.

THIRD CAUSE OF ACTION
Order to Correct

36. Petitioners restate and re-allege the allegations in Paragraphs 1-35 as if fully set forth herein.
37. The following conditions exist in Petitioners' apartments¹ and on information and belief constitute hazardous or extremely hazardous conditions:
 - a. Apt. B3: Repair hole near pipe in bathroom
 - b. Apt. B3: Fix holes in kitchen wall
 - c. Apt. B3: Repair cracks in kitchen ceiling
 - d. Apt. C2: Remove debris from ceiling collapse in bathroom
 - e. Apt. C2: Replace toilet
 - f. Apt. C2: Replace bathroom sink

¹ See Photographs attached hereto as Exhibit B.

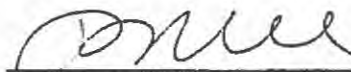
- g. Apt. C2: Repair damage to bathroom floor
 - h. Apt. C2: Replace shower in bathroom
 - i. Apt. C2: Repair bathtub in bathroom
 - j. Apt. C2: Repair cracks in bedroom ceiling
 - k. Apt. C2: Repair cracks in living room ceiling
 - l. Remove rodent infestation in entire building
38. Petitioners request that the Court find that the conditions described above constitute violations and that the Court issue an Order to Correct the above conditions pursuant to Administrative Code Section 27-2116(b).
39. Petitioners have not made prior applications for the specific relief herein requested.

WHEREFORE, Petitioners respectfully request that an Order be made and entered, granting the following relief:

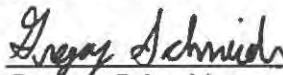
- 1) Imposing upon Respondent-Owner and Respondent-Managing Agent the civil penalties provided by Section 27-2115(a) of the Administrative Code of the City of New York, based upon Respondents' failure to correct violations heretofore contained in notices of violations issued by the Department of Housing Preservation and Development, and entering a judgment against the Respondent-Owner for the amount of civil penalties imposed by the Court;
- 2) Finding that the conditions described in Petitioners' petition constitute violations and directing the Respondent-Landlord and Respondent-Managing Agent to correct said violations within the times provided by Section 27-2115(c) of the Administrative Code of the City of New York or be subject to the civil penalties provided for by Section 27-2115(a) of said Code;

- 3) Enjoining Respondent-Owner and Respondent-Managing Agent from permitting said violations to exist and from permitting any future conditions to exist which endanger the life, health, and safety of Petitioners and their families;
- 4) Finding that the conditions described in Petitioners' petition constitute violations of Section 27-2005(d) of the Administrative Code of the City of New York and issuing an order, pursuant to Section 27-2115(m)(2) of the Administrative Code of the City of New York, restraining the Respondent-Owner and the Respondent-Managing Agent from violating this subdivision, ensuring that no further violations occur, and imposing such other relief as the Court deems appropriate;
- 5) Directing the Respondent-Owner and Respondent-Managing Agent to pay Petitioner's costs, disbursements, and counsel fees for this action; and
- 6) For such other and further relief as may seem just and proper.

DATED: January 5, 2015
Brooklyn, New York



Rachel Hannaford, of Counsel
SOUTH BROOKLYN LEGAL SERVICES
105 Court Street
Brooklyn, NY 11201
(718) 237-5500



Gregory Schneider
KING & SPALDING LLP
1185 Avenue of the Americas
New York, NY 10036
Tel: 212.556.2100; Fax: 212.556.2222

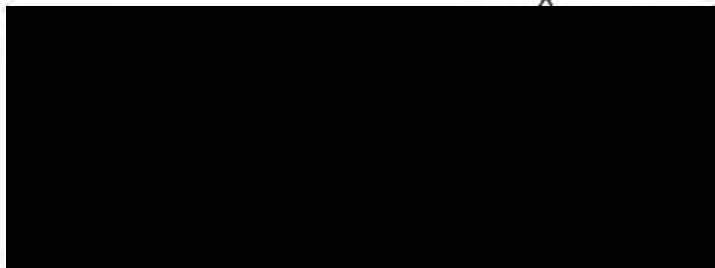
ATTORNEYS FOR PETITIONERS

VERIFICATION

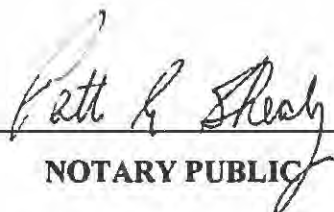
STATE OF NEW YORK)
 : ss.:
COUNTY OF KINGS)

████████████████████, being duly sworn, deposes and says:

1. I am a tenant/occupant of ████████████████████, Apt. █ and am a Petitioner in the above-captioned proceeding.
2. I have read the within Verified Petition and affirm that the facts stated about me therein are true to the best of my knowledge. As to the matters stated on information and belief, I have reason to believe they are true.



Sworn to before me this 17th
day of December, 2014





NOTARY PUBLIC

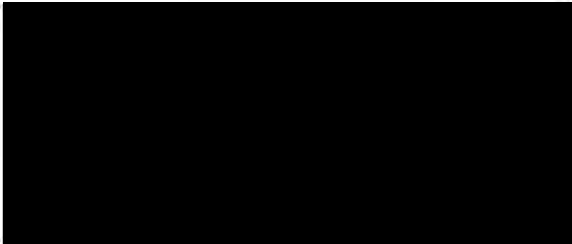
PATTI A. SHEALY
Notary Public, State of New York
No. 4738281
Qualified in Dutchess County
Commission Expires August 31, 2017

VERIFICATION

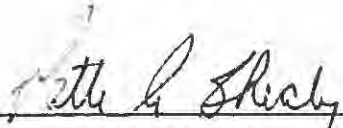
STATE OF NEW YORK)
 : ss.:
COUNTY OF KINGS)

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1. I am a tenant/occupant of  and am a Petitioner in the above-captioned proceeding.
2. I have read the within Verified Petition and affirm that the facts stated about me therein are true to the best of my knowledge. As to the matters stated on information and belief, I have reason to believe they are true.



Sworn to before me this 17th
day of December, 2014



NOTARY PUBLIC

PATTI A. SHEALY
Notary Public, State of New York
No. 4738281
Qualified In Dutchess County
Commission Expires August 31, 2017

EXHIBIT A

The selected address: [REDACTED], Brooklyn 11213

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class
373768	Active	[REDACTED]	[REDACTED]	0001	8 35700	4	21	0	PVT	306205	B

Building Registration Summary Report

Find Apartment#

The below listed violation(s) were filed with HPD for the above referenced apartment.

Owner	Last/Reg Dt Reg Expire Dt	Organization	Last Nm	First Nm	House No	Street Nm	Apt City	State	Zip
Head Officer	05/28/2014 09/01/2015		HALTON	YONAH	829	GREENWOOD AVE	1C BROOKLYN NY	11218	
Corporation	05/28/2014 09/01/2015	[REDACTED] LLC			829	GREENWOOD AVE	1C BRKLYN NY	11218	
Managing Agent	05/28/2014 09/01/2015		HALTON	YONAH	829	GREENWOOD AVE	1C BROOKLYN NY	11218	

Open Violations - ALL DATES

There are 103 Violations. Arranged by category: A class: 24 B class: 71 C class: 8 I class: 0

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

<u>Apartment</u>	<u>Reported Date</u>	<u>Hazard Class</u>	<u>Order ID</u>	<u>Violation ID</u>	<u>Violation Description</u>	<u>Status</u>	<u>Certify By Date</u>
C2 3	2014/09/25 2014/09/29	B	508 10397090	4923610	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the bathroom located at apt c2, 3rd story, 2nd apartment from south at west	1 NO ACCESS	2014/11/17 2014/12/08
C2 3	2014/09/25 2014/09/29	B	508 10397091	4923610	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and all walls in the kitchen located at apt c2, 3rd story, 2nd apartment from south at west	1 NO ACCESS	2014/11/17 2014/12/08
C2 3	2014/09/25 2014/09/29	B	521 10397094	4923610	§ 27-2005, 2007 adm code fire egress defective. remove obstructing bars or unlawful gates from window to fire escape or provide approved type gate ... in the kitchen located at apt c2, 3rd story, 2nd apartment from south at west	1 NO ACCESS	2014/11/17 2014/12/08
C2 3	2014/09/20 2014/09/22	C	508 10390082	4919269	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the bathroom located at apt c2, 3rd story, 2nd apartment from south at west	1 NO ACCESS	2014/10/05 2014/12/08
C2 3	2014/09/20 2014/09/22	C	595 * 10390084	4919269	§ 27-2026 adm code remove all obstructions from water closet .. in the bathroom located at apt c2, 3rd story, 2nd apartment from south at west	1 NO ACCESS	2014/10/05 2014/12/08
C2 3	2014/09/20 2014/09/22	B	521 10390086	4919268	§ 27-2005, 2007 adm code fire egress defective. remove obstructing bars or unlawful gates from window to fire escape or provide approved type gate in the entire apartment located at apt c2, 3rd story, 2nd apartment from south at west	1 NO ACCESS	2014/11/10 2014/12/08

- Other Units
- Property Owner
- Registration Information
- Charges
- Map
- Complaint Status
- Complaint History
- Submit Certificate of Installation
- Violation/Case Status
- All Open Violations
- Open Violations
- Certification
- I-Card Images
- PROS Online

HPD Building Info



The selected address: [REDACTED], Brooklyn 11213

HPD#	Range	Block	Lot	CD	Census Tract	Stories	A Units	B Units	Ownership	Registration#	Class
373768	Active	[REDACTED]	01380	0001	8 35700	4	21	0	PVT	306205	B

Building Registration Summary Report

Find Apartment#

The below listed violation(s) were filed with HPD for the above referenced apartment.

Owner	Last Reg Dt Reg Expire Dt	Organization	Last Nm	First Nm	House No	Street Nm	Apt City	State	Zip
Head Officer	05/28/2014 09/01/2015		HALTON	YONAH	829	GREENWOOD AVE	1C BROOKLYN NY	11218	
Corporation	05/28/2014 09/01/2015	[REDACTED] T LLC			829	GREENWOOD AVE	1C BRKLYN NY	11218	
Managing Agent	05/28/2014 09/01/2015		HALTON	YONAH	829	GREENWOOD AVE	1C BROOKLYN NY	11218	

Open Violations - ALL DATES

There are 103 Violations. Arranged by category: A class: 24 B class: 71 C class: 8 I class: 0

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

<u>Apt</u>	<u>Reported</u>	<u>Hard</u>	<u>Order</u>	<u>Violation</u>	<u>Violation</u>	<u>Status</u>	<u>Certify</u>
Story	Date	Class no	ID	NOV ID	Description	Status Date	By Date Actual Cert. Date
B3	2014/10/14	C	790	10417107	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 1; wg to replace = 0; wg to repair = 3; located at apt b3, 2nd story, 1st apartment from south at west	COMPLIED 2014/12/08	NOT 2014/11/18
2	2014/10/16			4935021			
B3	2014/10/01	A	556	10408284	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the bathroom , the kitchen , the foyer , the 2nd room from east, the 4th room from east at north, the 4th room from east at south located at apt b3, 2nd story, 1st apartment from south at west	NOV SENT 2014/10/07	2015/01/24
2	2014/10/07			4929539			
B3	2014/10/01	A	508	10403310	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the south wall, west wall, ceiling in the bathroom located at apt b3, 2nd story, 1st apartment from south at west	NOV SENT 2014/10/07	2015/01/24
2	2014/10/07			4929539			
B3	2014/10/01	A	508	10403312	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the south wall, north wall in the foyer located at apt b3, 2nd story, 1st apartment from south at west	NOV SENT 2014/10/07	2015/01/24
2	2014/10/07			4929539			
B3	2014/10/01	A	508	10403313	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the south wall in the 4th room from east at south located at apt b3, 2nd story, 1st apartment from south at west	NOV SENT 2014/10/07	2015/01/24
2	2014/10/07			4929539			
B3	2014/10/01	A	508	10403314	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the south wall, west wall in the 4th room from east at north located at apt b3, 2nd story, 1st apartment from south at west	NOV SENT 2014/10/07	2015/01/24
2	2014/10/07			4929539			

B3 2	2014/10/01 2014/10/07	A	508 4929539	10403315 4929539	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the north wall, south wall, east wall, west wall in the kitchen located at apt b3, 2nd story, 1st apartment from south at west	NOV SENT 2015/01/24 2014/10/07
B3 2	2014/10/01 2014/10/07	A	501 4929539	10403316 4929539	§ 27-2005 adm code properly repair the broken or defective and/or sloping wood floor in the kitchen located at apt b3, 2nd story, 1st apartment from south at west	NOV SENT 2015/01/24 2014/10/07
B3 2	2014/10/01 2014/10/07	C	790 4929541	10403319 4929541	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 0; wg to replace = 0; wg to repair = 3; located at apt b3, 2nd story, 1st apartment from south at west	NOT 2014/11/09 COMPLIED 2014/12/08
B3 2	2014/10/01 2014/10/07	A	692 4929539	10403321 4929539	§ 27-2043 adm code provide a lock and key to the entrance door of dwelling unit and, if a cl a multiple dwelling, also chain door guard in the entrance located at apt b3, 2nd story, 1st apartment from south at west	NOV SENT 2015/01/24 2014/10/07
B3 2	2014/10/01 2014/10/07	A	505 4929539	10403324 4929539	§ 27-2005 adm code replace with new the broken or defective ceramic floor tiles in the bathroom located at apt b3, 2nd story, 1st apartment from south at west	NOV SENT 2015/01/24 2014/10/07
B3 2	2014/10/01 2014/10/07	B	505 4929540	10403326 4929540	§ 27-2005 adm code replace with new the broken or defective marble saddle at entrance in the bathroom located at apt b3, 2nd story, 1st apartment from south at west	NOT 2014/11/25 COMPLIED 2014/12/08
B3 2	2014/09/09 2014/09/11	B	508 4912484	10376627 4912484	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color all walls and ceilings in the entire apartment located at apt b3, 2nd story, 1st apartment from south at west	NOT 2014/10/30 COMPLIED 2014/12/08
B3 1	2014/09/09 2014/09/11	A	591 4912483	10376636 4912483	§ 27-2026 adm code reset, so as to secure a proper and tight connection, the water closet bowl .. in the bathroom located at apt b3, 1st story, 1st apartment from south at west	CIV14 2014/12/29 MAILED 2014/12/23 2014/12/22
B3 2	2014/09/09 2014/09/11	A	594 * 4912483	10376642 4912483	§ 27-2026 adm code repair leaky water closet flush pipe connection .. in the bathroom located at apt b3, 2nd story, 1st apartment from south at west	CIV14 2014/12/29 MAILED 2014/12/23 2014/12/22
B3 2	2014/09/09 2014/09/11	B	501 4912484	10376648 4912484	§ 27-2005 adm code properly repair the broken or defective intercom. system in the entire apartment located at apt b3, 2nd story	NOT 2014/10/30 COMPLIED 2014/12/08
B3 2	2011/03/29 2011/04/04	C	616 4146629	8886229 4146629	§ 27-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) ceiling, 1st riser from north at east wall, west wall in the bathroom located at apt b3, 2nd story, 1st apartment from south at west	DEFECT 2011/05/05 LETTER 2014/12/08

EXHIBIT B



Apartment C2

Bathroom



Apartment C2

Bathroom ceiling



Apartment C2

Bathroom ceiling



Apartment C2

Bathroom sink



Apartment C2

Bathroom shower

Exhibit 20

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B

-----X

TENANT'S NAME,

Index No. HP XXXXXX/XX

Petitioner-Tenant

APPLICATION IN SUPPORT OF
IN FORMA PAUPERIS
PURSUANT TO CPLR § 1101(a)

-against-

OWNER'S NAME (owner)

Premises: Tenant's Address

MANAGING AGENT'S NAME (managing agent)

Respondents-Landlords.

-and-

NEW YORK CITY DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT,

-----X

TO: CLERK OF THE COURT

1. I affirm that I am of Counsel to [Firm], attorneys for Petitioner [Tenant] in a pro bono capacity. We are representing [Petitioner] under the auspices of LEGAL SERVICES- NYC a non-profit organization pursuant to §495(7) of the Judiciary Law, which has as its primary purpose the furnishing of free legal services to indigent persons

2. LEGAL SERVICES - NYC and our office have determined that Petitioner is an indigent person and is unable to pay the costs, fees and expenses necessary to defend this action or pay the costs associated with commencing an HP Action, and thus request that Petitioner be allowed to proceed as a poor person pursuant to CPLR § 1101(e).

Dated: January 9, 2020
[Borough], New York

[Affirmant

]

Exhibit 21

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B

-----X

TENANT'S NAME

Index No. HP XXXXXX/20

Petitioner-Tenant

AFFIRMATION OF SERVICE

-against-

Premises: TENANT'S ADDRESS

OWNER'S NAME (owner)

MANAGING AGENT'S NAME (managing agent)

Respondents-Landlords.

-and-

NEW YORK CITY DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT,

Respondents-HPD

-----X

[], an attorney duly admitted to the practice before the courts of the State of New York, affirms the truth of the following statements under the penalties of perjury:

- 1) I am an [position] at [firm] located at [firm's address], attorneys for Petitioner [tenant].
- 2) I am over the age of 18 and am not a party to this proceeding.
- 3) On [date of service], I served a true copy of the within "Order to Show Cause and Verified Petition" upon Respondents-Landlords and Respondent – DHPD at the addresses listed below, the said addresses being the addresses designated by the addressee for that purposes, by first class certified mail, return receipt requested, by depositing a true copies of said documents enclosed in a post-paid properly addressed wrapped in an official depository under the exclusive care and custody of the United States Postal service within New York State, receipts enclosed herein.

[Owner]
[Owner's Address]

[Officer]
[Officer's Address]

[Managing Agent]
[Managing Agent's Address]

DHPD
Housing Litigation Bureau
100 Gold Street
New York NY 10038

Dated: January 9, 2020
[Borough], New York

[Your name], Esq.

Exhibit 22

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B

-----X
TENANT'S NAME

Index No. HP XXXXXX/20

Petitioner-Tenant

AFFIDAVIT OF SERVICE

-against-

Premises: TENANT'S ADDRESS

OWNER'S NAME (owner)
MANAGING AGENT'S NAME (managing agent)

Respondents-Landlords.

-and-

NEW YORK CITY DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT,

Respondents-HPD

-----X

STATE OF NEW YORK)

: ss.:

COUNTY OF [COUNTY)

[Affiant], being duly sworn, deposes and says:

- 1) I am over eighteen years of age. I am not a party to this proceeding. I am employed by [FIRM], [Firm's address].
- 2) On [date of service], I served a true copy of the within "Order to Show Cause and Verified Petition" upon Respondents-Landlords and Respondent – DHPD at the addresses listed below, the said addresses being the addresses designated by the addressee for that purposes, by first class certified mail, return receipt requested, by depositing a true copies of said documents enclosed in a post-paid properly addressed wrapped in an official depository under the exclusive care and custody of the United States Postal service within New York State, receipts enclosed herein.

[Owner]
[Owner's Address]

[Officer]
[Officer's Address]

[Managing Agent]
[Managing Agent's Address]

DHPD
Housing Litigation Bureau
100 Gold Street
New York NY 10038

[Affiant]

Sown to before me this
[#] day of January, 2020

NOTARY PUBLIC

FUKMULAKIU DE QUEJA UJIANAL

Instrucciones: Ponga una "X" en frente de la situación que existe en su apartamento o edificio y que desea identificar, y también marque cualquier detalle en concreto relacionado con la misma que se indica después, si procede. Ponga un círculo alrededor de la descripción o escriba a su lado los detalles concretos. Use rayas en blanco para las condiciones que no están en la lista.

Inquilino: _____
Dirección/Apartamento: _____
Ciudad/Código postal: _____
Teléfono: _____
Alquiler: *Parte que paga el inquilino* \$ _____
Cantidad total del alquiler \$ _____
Fecha en que se mudó el inquilino: _____
Fecha de hoy _____

Habitaciones/Recámaras HRI HR2 HR3

- El techo se está cayendo
- Se cayó el techo
- Suelos rotos o abollados
- Radiadores/pipas de vapor gotean
- Paredes agrietadas/protuberantes
- Vidrios ventanas con grietas/rotos
- Ventanas defectuosas
- Cables eléctricos expuestos
- Aparatos/tomacorrientes defectuoso
- Yeso se está cayendo
- La pintura se está desconchando
- Otra situación: _____

Cocina

- Las tuberías/pipas gotean
- El techo tiene goteras
- El techo se está cayendo Se cayó el techo
- Grietas/protrusiones en paredes El yeso se está cayendo
- Las tuberías de desagüe están obstruidas
- Los grifos gotean Los grifos no funcionan
- Insuficiente presión del agua
- Vidrios ventanas con grietas/rotos
 - Ventanas defectuosas
- Tomacorrientes/aparatos de luz defectuosos
- El cableado eléctrico está expuesto
- El frigorífico está defectuoso/roto
- La cocina/estufa está defectuosa/rota
- Los gabinetes están defectuosos/rotos
- Los azulejos de la pared están rotos/o faltan azulejos
- Las baldosas del suelo están rotas/o faltan baldosas
- El suelo está abollado/roto
- Rejilla de ventilación de aire fresco no funciona
- Otra situación: _____

Baño

- Las pipas/tuberías/dispositivos gotean
- El techo tiene goteras
- El techo se está cayendo El techo se cayó
- Grietas/protruberancias en las paredes El yeso se cayó
- El inodoro está obstruido Dispositivo para tirar de la cadena está defectuoso / roto
- Tuberías/pipas de drenaje obstruidas Pila Bañera
- Bañera/Tina/Ducha defectuosa
- Insuficiente presión de agua
- Vidrios ventanas defectuosos/rotos
- Ventana defectuosa
- Tomacorrientes/aparatos de luz defectuosos
- Las baldosas del suelo están rotas/o faltan baldosas
- Los azulejos de la pared están rotos/o faltan azulejos
- La puerta está rota Cerradura de la puerta defectuosa
- El cableado eléctrico está expuesto
- Rejilla de ventilación de aire fresco no funciona
- Otra: _____

Sala de estar

- Grietas/protruberancias/agujeros en las paredes/techo
- Los suelos están abollados o rotos
- Vidrios ventanas agrietados/rotos Ventana defectuosa
- Cables eléctricos expuestos

- Tomacorrientes/aparatos de luz defectuosos
- Radiadores/ pipas de vapor con goteras
- Otra: _____

Para el apartamento completo

- RIESGO PINTURA DE PLOMO (menor de 6 años de edad o menos vive en el apartamento)
- Detector de fuego roto/ o falta
- Moho en las paredes/en el techo
- El timbre/la campanilla/sistema de intercom no funciona
 - Cucarachas Ratones
 - Los pisos están hundidos
- No hay agua caliente No hay agua fría
- No hay calefacción La calefacción no es adecuada
- Apartamento necesita pintarse. Fecha de última pintura
 - Grietas en las paredes/techos
- La puerta/el marco de la puerta del apartamento está rota
- La cerradura de la puerta del apartamento está rota/falta
- La puerta del apartamento no se cierra por sí sola
- Otra situación: _____

Zonas públicas y alrededores del edificio

- La puerta de entrada está rota/o falta
- La cerradura de la puerta de entrada está rota/ o falta
- La puerta de entrada no se cierra por sí sola
- Insuficiente luz en los pasillos o los tramos de la escalera
 - El timbre/campanilla/sistema intercom no funciona
 - Los buzones de correo están rotos o faltan.
 - La tarjeta de inspección del edificio no está en el tablero de anuncios
 - El elevador está defectuoso El elevador no funciona
 - Las salidas de incendio en la parte de atrás/laterales
 - están abiertas cerradas permanentemente
 - Los pasillos/las escaleras están sucios
 - Los peldaños de las escaleras están sueltos/rotos o faltan
 - Las barandas están sueltas o faltan
 - Las puertas de salida en caso de incendio están rotas
 - no cierran por sí solas
 - El pasillo necesita pintarse
 - Agujeros en los pasillos/escaleras/paredes/techos
 - Goteras en el techo de los pasillos/de las escaleras
 - Basura en el sótano
 - El aislamiento de las tuberías/pipas del sótano está roto (riesgo de asbestos)
 - Fugas/inundación en el sótano
 - Ratas/ratones/cucarachas por todo el edificio
 - El calentador está roto El calentador hecha humo/huele mal
 - Olor/fuga de gas
 - Insuficiente luz en el sótano No hay luz en el sótano
 - El tejado tiene goteras Agujero en el tejado/claraboya
 - Basura en el tejado
 - La puerta del tejado no se cierra desde el interior
 - La puerta del tejado está rota/ o falta
 - La salida de emergencia en caso de incendio es defectuosa Salida de emergencia en caso de incendio está oxidada
 - La acera está agrietada o rota
 - Los peldaños/tramos de escalera delante del edificio están rotos o defectuosos
 - Hay basura frente al edificio
 - Basura en los patios/pasillos de entrada
 - No hay superintendente
 - Otra situación: _____

Exhibit 23

ORDER AND NOTICE OF VIOLATION

Index No.: HP _____

Premises:

Brooklyn, NY 112 _____

-----x
Petitioner(s),
-against-

Respondent(s),

and

DEPARTMENT OF HOUSING PRESERVATION AND
DEVELOPMENT OF THE CITY OF NEW YORK,

Co-Respondents.
-----x

P R E S E N T: HON. Marina Cora Mundy
J.H.C.

Upon reading the Order to Show Cause dated _____, 20____, the
affirmation/affidavit of petitioner, and the petitioner and respondent DHPD having appeared
and (no one) having appeared in opposition,

Now, on motion of petitioner (and DHPD) for an order, and such motion having been
heard by me on _____, 20__

IT IS HEREBY FOUND:

- 1) That the respondent(s) "owner(s)" was/were properly served.
- 2) That the following conditions existing at the premises that are listed in the
annexed inspection report dated _____
and classified pursuant to hazard class are violations of the Housing Maintenance Code
and/or the Multiple Dwelling Law.
- 3) That after (trial) (inquest) (conference) the court has found that the following
conditions as listed in the inspection report and on Schedule A exist at the premises and
are violations of the Housing Maintenance Code and/or the Multiple Dwelling Law.

IT IS HEREBY ORDERED as follows:

- a) The respondent(s)

shall correct all violations listed on annexed inspection report and on Schedule A and
classified as "C" (immediately hazardous) violations within 24 hours of the date of service
of this order, except for "C" violations regarding lead paint hazards, or be subject to
civil penalties of \$50.00 per day per violation occurring in a building containing five or
fewer dwelling units, and civil penalties of \$50.00-\$150.00 per violation plus \$125.00 per
day per violation occurring in a building containing more than five dwelling units, said
penalty to accrue from the end of the period set for compliance until the violation is
corrected. The penalty for violations placed for failure to supply heat and hot water as
required by law shall be, for each such violation, \$250.00 per day from and including the

date the violation was placed until the violation is corrected, except for violation(s) involving a device on the heating system, in which case the penalty shall be \$25.00 per day for each such violation, from and including the date each such violation is placed, but such penalty shall not be less than \$1,000 for each violation.

b) The respondent(s) shall correct all violations listed in the inspection report and on Schedule A and classified as "C" violations regarding lead paint hazards (violation of record order numbers 606, 607, 610, 611, 612, 616, 617, 618, 619, or any other lead paint hazard violations placed by the court) within 21 days of the date of service of this order or the date provided in the Notice of Violation whichever is sooner, or be subject to civil penalties of \$250.00 per day per violation, said penalty to accrue from the end of the period set for compliance until the violation(s) is/are corrected. Nothing in this order shall be deemed to stay any activity of DHPD's Emergency Repair Program to complete work after the due date based on DHPD's service of the Notice of Violation.

c) The respondent(s) shall correct all violations listed in the inspection report and on Schedule A and classified as "B" (hazardous) violations within _____ days of the date of service of this order, or be subject to civil penalties of \$25-\$100 per violation plus \$10 per day per violation, said penalty to accrue from the end of the period set for compliance until the violation is corrected.

d) The respondent(s) shall correct all violations listed in the inspection report and on Schedule A and classified as "A" (non-hazardous) violations within _____ days of the date of service of this order, or be subject to civil penalties of \$10-\$50, said penalty to accrue commencing at the end of the period for compliance.

e) Access for removal of violations will be provided by petitioner-tenant on between 9 AM and 5 PM; however, if the respondent's(s') workers do not arrive by 12 Noon, tenant need not remain in the apartment to provide access.

f) As to violations pertaining to concealed water leaks, respondent(s) shall present proof to court of all steps taken to correct said condition if proceeding is restored to the court calendar.

g) Failure by the respondent(s)

to correct violations listed on the inspection report and on Schedule A within the periods required by paragraphs a, b, and c shall subject them to the contempt power of the Court.

h) The respondent(s) shall not remove any doors, walls, partitions, appliances, fixtures or essential services such as gas, electrical, heat or hot water unless and until petitioner is evicted by a marshal pursuant to court order or willingly and freely surrenders possession of the premises. This order does not authorize anyone to evict, eject or otherwise remove petitioner(s) from premises.

i) Service of this order may be made upon all parties or their attorneys by personal delivery or by regular mail.

j) This Court will retain continuing jurisdiction over this matter.

k) This proceeding may be restored to the calendar of the Housing Part where this order was signed to obtain a hearing on the issue of civil penalties, and a continuing order to correct the violations enumerated on Schedule A and inspection report of this order and such other and further relief, as the court deems just and proper by filing notice with the Clerk of the Housing Part, Civil Court of the City of New York, , and by then mailing copies of said notice to all parties, including any attorney who may have appeared for any party, at least eight (8) days prior to the date on which the proceeding will appear on the calendar, at the address listed below.

L) Nothing in this order shall be deemed to stay any activity of HPD's Emergency Repair Program or be deemed to waive or settle any claims by HPD, including but not limited to civil Penalties.

Respondent(s) owner(s)

Department of Housing Preservation and Development
100 Gold St., 6th Fl.
New York, NY 10038
Attn: _____ Unit

We hereby consent to the entry of the above Order and Notice of Violation.

Dated: _____, 20__

Petitioner-Tenant

Dated: _____, 20__

Attorney to the Petitioner-Tenant

Dated: _____, 20__

Respondent-Owner

Dated: _____, 20__

Respondent-Owner

Dated: _____, 20__

Attorney for Respondent-Owner

Dated: _____, 20__

, of Counsel

Deborah Rand
Attorney for Respondent DHPD
100 Gold Street, 6th floor
New York, NY 10038

So ordered:

Dated: _____, 20__

J.H.C.

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B**

-----X
PETITIONER NAME, :

Petitioner, :

-against- :

Index No. HP: 000000/18

RESPONDENT NAME and THE NEW YORK CITY
DEPARTMENT OF HOUSING PRESERVATION
AND DEVELOPMENT, :

**NOTICE OF MOTION FOR CONTEMPT
PUNISHABLE BY FINE**

Respondents. :

-----X

**WARNING: YOUR FAILURE TO APPEAR IN COURT MAY RESULT IN
YOUR IMMEDIATE ARREST AND IMPRISONMENT FOR CONTEMPT OF COURT.**

**PLEASE TAKE NOTICE THAT ONE OF THE PURPOSES OF THIS HEARING
IS TO PUNISH RESPONDENTS [REDACTED] FOR CONTEMPT OF COURT, AND
SUCH PUNISHMENT MAY CONSIST OF FINES OR IMPRISONMENT, OR BOTH,
ACCORDING TO LAW.**

PLEASE TAKE FURTHER NOTICE that upon the annexed affidavit of
[REDACTED], sworn to on _____, the affirmation of [REDACTED], ATTORNEY,
sworn to on _____, and upon the memorandum of law and all the exhibits, papers, and
proceedings had herein, the undersigned will move this court at Part B, Room 409 of the
Courthouse at 141 Livingston Street, Brooklyn, NY 11201 on _____, or as soon

thereafter as the parties or counsel can be heard, for an order:

1. Restoring this Housing Part proceeding, Index Number [REDACTED] to the court calendar;
2. Punishing [REDACTED] for civil contempt by fine for their failure to comply with the order to correct, so-ordered by the Honorable Daniele China and dated March 9, 2018;
3. Awarding Petitioner fines and/or damages due to Respondents' failure to comply with the Court's order to correct, in an amount to be determined at trial;
4. Compelling Respondents to comply with the Court's order to correct dated March 9, 2018;
5. Awarding Petitioner attorney's fees; and
6. Providing such other and further relief as the Court may deem just and proper.

Dated: New York, New York
DATE

Respectfully submitted,

[REDACTED]
Address
Tel:
Pro Bono Attorneys for Petitioner

To: [REDACTED]
Address
Tel:

Exhibit 24



MEMORANDUM

Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022
T +1 212 918 3000
F +1 212 918 3100
www.hoganlovells.com

To Adam Heintz, Director of Pro Bono Services
ORGANIZATION Legal Services NYC

cc Steven Edwards, partner
Pooja Boisture, associate
ORGANIZATION Hogan Lovells US LLP

FROM Erin Meyer, associate
TELEPHONE (212) 918-3281
New York

DATE November 3, 2014

By Electronic Mail

SUBJECT Summary of Baez v. NYCHA Settlement Order for Legal Services NYC

Introduction

Per the request of Legal Services NYC, this brief summary describes the action brought against the New York City Housing Authority (NYCHA) by plaintiffs represented by the National Center for Law and Economic Justice (NCLEJ) and the National Resources Defense Council (NRDC), and highlights the terms of a favorable settlement order entered in that case.

The Action: *Baez et al. v. New York City Housing Authority*, No. 13-cv-8916 (WHP) (S.D.N.Y.)

In December 2013, public housing tenants in New York City who suffered from asthma filed a complaint in the Southern District of New York on behalf of themselves and all others similarly situated to compel NYCHA to make reasonable accommodations and modifications in its policies, practices, and procedures to effectively abate mold and moisture in their apartments. The plaintiffs alleged that NYCHA's failure to make these accommodations and modifications denied them an equal and meaningful opportunity to use, benefit from, and enjoy public housing, in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Fair Housing Amendments Act of 1988, and New York State Human Rights Law. In addition, the plaintiffs moved for certification of a class action.

In February 2014, Judge Pauley granted the plaintiffs' class certification motion and certified as a class "Current and future residents of NYCHA who have asthma that substantially limits a major life activity and who have mold and/or excessive moisture in their NYCHA housing." The court also appointed NCLEJ and NRDC as class counsel.

Following a fairness hearing in March 2014, Judge Pauley entered a stipulation and order of settlement.

The Settlement Order: Terms and Rights

The class-wide settlement order entered on April 17, 2014 places the following responsibilities on NYCHA will regard to all residents living in NYCHA housing:

- Abate flooding conditions when feasible within 24 hours, and mop up all standing water relating to the flood and dry all water-soaked areas (with the exception of tenants' personal property) within 48 hours
- Create a work order and discuss possible causes of mold growth with an adult authorized occupant of the apartment when a mold or excessive moisture condition is detected by NYCHA or reported by the occupant
- Complete a simple repair for mold and excessive moisture problems within 7 days, on average
- Complete a more complex repair for mold and excessive moisture problems within 15 days, on average
- Make a good faith attempt to contact the resident within 60 days after completing a repair for mold or excessive moisture problems to determine if the repair work was successful, and, if it was not successful, create a new work order for additional repairs
- Provide quarterly reporting to NCLEJ and NRDC regarding the number and percentage of work orders and post-closed work order quality assurance inspections concerning mold and moisture problems that were completed, or not completed, within the agreed-upon time frames
- Modify NYCHA's written policies, operating procedures, forms, and informational materials for residents and staff to make clear that asthma may be a disability entitling residents to accommodations such as the right to:
 - install and operate an additional air conditioner if the electrical system permits,
 - temporary relocation while NYCHA repairs mold and moisture problems in the resident's apartment,
 - permanent relocation to another NYCHA apartment if the apartment cannot be lived in due to its condition, and another apartment is available,
 - use of low-toxicity chemicals to destroy or stop the growth of mold,
 - use of dust-suppression methods during mold removal.

Guidance to NYCHA Residents with Reasonable Accommodation Requests

NYCHA residents can make reasonable accommodation requests to enforce their rights under the *Baez* settlement order by writing to the NYCHA Public Housing Reasonable

Accommodation Coordinator, the resident's building management office, the NYCHA Department of Equal Opportunity, or the Customer Contact Center. Residents should be advised to keep copies of their reasonable accommodations request, doctor's statements about the resident's asthma or other breathing conditions, and dated photographs of the mold or moisture damage in their apartments.

NYCHA residents with questions concerning their rights under the *Baez* settlement order can contact class counsel at:

- Albert Huang and Nancy Marks, Natural Resources Defense Council, (212) 727-2700
- Greg Bass, National Center for Law and Economic Justice, (212) 633-6967

DO YOU LIVE IN NYCHA HOUSING?

DO YOU HAVE MOLD OR MOISTURE BUILD-UP IN YOUR APARTMENT?

THE FEDERAL LAWSUIT SETTLEMENT AGAINST NYCHA

- ❖ *Baez v. NYCHA* – a lawsuit in federal court against NYCHA
- ❖ Filed under the federal Americans with Disabilities Act
- ❖ Brought on behalf of a class of NYCHA tenants with asthma, who have mold and excess moisture conditions in their apartments.
- ❖ Class-wide settlement approved by the federal court in April, 2014

YOUR LEGAL RIGHTS UNDER THE BAEZ SETTLEMENT

- ❖ **YOU HAVE THE RIGHT TO:**
 - Effective, safe abatement of mold and the excess moisture which often causes it.
 - Have NYCHA complete a simple repair for mold and moisture within:
 - **SEVEN** days, on average, for simple repairs or
 - **FIFTEEN** days, on average, for more complex repairs
 - Have NYCHA do capital improvements, if needed for the work.
 - Have NYCHA contact you **within 60 days**, to determine if the work was successful.

- If mold and moisture are still present, have NYCHA come back to fix the problem.

IF YOU HAVE ASTHMA, ASK FOR REASONABLE ACCOMMODATIONS:

- ❖ Fast-track removal of mold and excess moisture
- ❖ Right to buy and operate an additional air conditioning unit
- ❖ Temporary relocation while NYCHA fixes the mold and moisture problem
- ❖ Use less toxic chemicals and dust suppression methods for mold removal.
- ❖ Permanent relocation if your apartment is unlivable.

MAKE YOUR REASONABLE ACCOMMODATION REQUEST:

❖ ***In writing*** to:

- The NYCHA Public Housing Reasonable Accommodation Coordinator
- Your building's management office
- The NYCHA Department of Equal Opportunity, or
- The Customer Contact Center.

❖ **Keep copies of your:**

- Reasonable accommodation request
- Doctor's statements about your asthma
- Photos of the mold and moisture – *make sure they're dated*

Questions about your rights under the *Baez* settlement?

Contact: Albert Huang, Nancy Marks, Natural Resources Defense Council
(212) 727-2700
Greg Bass, National Center for Law and Economic Justice
(212) 633-6967





[CASE CAPTION]

- 1) Case adjourned to _____ at 9:30am (or 2 pm) for all purposes.
- 2) NYCHA agrees to repair all of the conditions recorded by HPD in its inspection report dated ____ as follows:
 - a. [Condition], within ____ days of initial access date
 - b. [Condition], within ____ days of initial access date
 - c. [Condition], within ____ days of initial access date

Access to be provided on _____ (*try to select a few dates*), from 9 am to 5 pm, with workers to arrive by 11 am. Future access dates to be arranged between parties, with NYCHA to provide at least 7 days' notice to tenant prior to access date.

- 3) (if there is a condition that needs to be repaired, that is not recorded by HPD) NYCHA agrees to inspect and repair the following conditions as required by law:
_____. Repairs to be completed within ____ days of initial access date.

[SIGNATURES]

Exhibit 25

HPD VIOLATIONS CHECKLIST



GENERAL: YOUR WHOLE APARTMENT

Class A: "non-hazardous"

- No peephole in the entrance door
- No apartment number on entrance door

Landlord has 90 days to correct/fix.

If landlord fails to correct the violation: HPD can fine the landlord \$10-\$50 per violation per day from the required correction date until the violation corrected.

Class B: "hazardous"

- Entrance door to apartment should be self-closing
- Roaches and/or mice
- Bedbug infestation
- No smoke detector and/or carbon monoxide detector in apartment
- Entrance door lock/knob is defective
- Broken or defective windows

- Defective wood floors
- Water leak in ceiling
- Mold on walls and/or ceiling

Landlord has 30 days to correct/fix.

If landlord fails to correct the violation: HPD can fine the landlord \$25-\$100, plus \$10 per day, from the required correction date until the violation is corrected.

Class C: "immediately hazardous"

- Holes in floor/walls & mice/rats come in
- Lead-based paint (kids age 7 or less)
- No window guards (if minors in house)
- No hot water (or not consistent)
- No heat during heating season

Heating Season: Oct. 1–May 31:

Daytime:

- If below 50°F outside: inside should be 68°F

Nighttime:

- If below 40°F outside: inside should be 55°F

Hot Water:

Landlord is required to provide hot water 365 days/year at a constant minimum temperature of 120 degrees.

All 'C' Violations:

Landlord has 24 hours to correct/fix. If landlord fails to correct the violation in a building with 5 or fewer units: HPD can fine the landlord \$50 per violation per day.

If landlord fails to correct the violation in a building with more than 5 units: HPD can fine the landlord \$50-\$150 per violation, plus \$125 per violation per day.

Heat & Hot Water:

If landlord fails to comply with heat and hot water requirements: HPD can fine the landlord \$250 per violation per day.

Notes:

HPD VIOLATIONS CHECKLIST



BATHROOM

Class A: "non-hazardous"

- Improper toilet seat (e.g. doesn't fit the toilet bowl)
- Peeling paint
- Not painted in uniform color

Landlord has 90 days to correct/fix.

If landlord fails to correct the violation: HPD can fine the landlord \$10-\$50 per violation per day from the required correction date until the violation is corrected.

Class B: "hazardous"

- Roaches or mice
- Air ventilator is broken or defective
- Cracks in the shower tub
- Cracks in the floor tiles
- Door lock or handle to bathroom doesn't work
- Walls and ceiling are not painted in uniform color
- Water leak in the ceiling
- Mold on ceiling or walls

Landlord has 30 days to correct/fix.

If landlord fails to correct the violation: HPD can fine the landlord \$25-\$100, plus \$10 per day, from the required correction date until the violation is corrected.

Class C: "immediately hazardous"

- Broken or defective sink (e.g., doesn't work at all)
- Broken or defective shower
- Broken or defective toilet (e.g., doesn't flush)
- Lead-based paint (if minor age 7 or younger)
- No window guards on window (if minors in the home)

Landlord has 24 hours to correct/fix.

If landlord fails to correct the violation in a building with 5 or fewer units: HPD can fine the landlord \$50 per violation per day.

If landlord fails to correct the violation in a building with more than 5 units: HPD can fine the landlord \$50-\$150 per violation, plus \$125 per violation per day.

Notes:



HPD VIOLATIONS CHECKLIST

40 Worth Street, Suite 606 New York, NY 10013 • 646-442-3600 • www.legalservicesnyc.org



KITCHEN

Class A: "non-hazardous"

- Refrigerator leaks water
- Peeling paint
- Not painted in uniform color
- Rubber around refrigerator door is defective and/or broken (it doesn't close well)

Landlord has 90 days to correct/fix.
 If landlord fails to correct the violation: HPD can fine the landlord \$10-\$50 per violation per day from the required correction date until the violation is corrected.

Class B: "hazardous"

- Cracks in tile floor
- Roaches or mice
- Broken or defective cabinets (e.g., if you open cabinet, then the door falls off)
- Broken or defective sink cabinet
- Water leak in ceiling

- Mold on ceiling or walls
- No knobs at base of cabinet doors
- Pantry door defective or broken

Landlord has 30 days to correct/fix.
 If landlord fails to correct the violation: HPD can fine the landlord \$25-\$100 fine, plus \$10 per day, from the required correction date until the violation is corrected.

Class C: "immediately hazardous"

- Broken/defective sink
- Broken/defective faucets (not always)
- Broken refrigerator (doesn't cool food)
- Broken oven
- Broken stove top

Landlord has 24 hours to correct/fix.
 If landlord fails to correct the violation in a building with 5 or fewer units: HPD can fine the landlord \$50 per violation per day.

 If landlord fails to correct the violation in a building with more than 5 units: HPD can fine the landlord \$50-\$150 per violation, plus \$125 per violation per day.

Notes:

FUKMULAKIU DE QUEJA UJIANAL

Instrucciones: Ponga una "X" en frente de la situación que existe en su apartamento o edificio y que desea identificar, y también marque cualquier detalle en concreto relacionado con la misma que se indica después, si procede. Ponga un círculo alrededor de la descripción o escriba a su lado los detalles concretos. Use rayas en blanco para las condiciones que no están en la lista.

Inquilino: _____
Dirección/Apartamento: _____
Ciudad/Código postal: _____
Teléfono: _____
Alquiler: *Parte que paga el inquilino* \$ _____
Cantidad total del alquiler \$ _____
Fecha en que se mudó el inquilino: _____
Fecha de hoy _____

Habitaciones/Recámaras H R 1 H R 2 H R 3

- El techo se está cayendo
- Se cayó el techo
- Suelos rotos o abollados
- Radiadores/pipas de vapor gotean
- Paredes agrietadas/protuberantes
- Vidrios ventanas con grietas/rotos
- Ventanas defectuosas
- Cables eléctricos expuestos
- Aparatos/tomacorrientes defectuoso
- Yeso se está cayendo
- La pintura se está desconchando
- Otra situación: _____

Cocina

- Las tuberías/pipas gotean
- El techo tiene goteras
- El techo se está cayendo Se cayó el techo
- Grietas/protrusiones en paredes El yeso se está cayendo
- Las tuberías de desagüe están obstruidas
- Los grifos gotean Los grifos no funcionan
- Insuficiente presión del agua
- Vidrios ventanas con grietas/rotos
 - Ventanas defectuosas
- Tomacorrientes/aparatos de luz defectuosos
- El cableado eléctrico está expuesto
- El frigorífico está defectuoso/roto
- La cocina/estufa está defectuosa/rota
- Los gabinetes están defectuosos/rotos
- Los azulejos de la pared están rotos/o faltan azulejos
- Las baldosas del suelo están rotas/o faltan baldosas
- El suelo está abollado/roto
- Rejilla de ventilación de aire fresco no funciona
- Otra situación: _____

Baño

- Las pipas/tuberías/dispositivos gotean
- El techo tiene goteras
- El techo se está cayendo El techo se cayó
- Grietas/protruberancias en las paredes El yeso se cayó
- El inodoro está obstruido Dispositivo para tirar de la cadena está defectuoso / roto
- Tuberías/pipas de drenaje obstruidas Pila Bañera
- Bañera/Tina/Ducha defectuosa
- Insuficiente presión de agua
- Vidrios ventanas defectuosos/rotos
- Ventana defectuosa
- Tomacorrientes/aparatos de luz defectuosos
- Las baldosas del suelo están rotas/o faltan baldosas
- Los azulejos de la pared están rotos/o faltan azulejos
- La puerta está rota Cerradura de la puerta defectuosa
- El cableado eléctrico está expuesto
- Rejilla de ventilación de aire fresco no funciona
- Otra: _____

Sala de estar

- Grietas/protruberancias/agujeros en las paredes/techo
- Los suelos están abollados o rotos
- Vidrios ventanas agrietados/rotos Ventana defectuosa
- Cables eléctricos expuestos

- Tomacorrientes/aparatos de luz defectuosos
- Radiadores/ pipas de vapor con goteras
- Otra: _____

Para el apartamento completo

- RIESGO PINTURA DE PLOMO (menor de 6 años de edad o menos vive en el apartamento)
- Detector de fuego roto/ o falta
- Moho en las paredes/en el techo
- El timbre/la campanilla/sistema de intercom no funciona
 - Cucarachas Ratones Ratas
 - Los pisos están hundidos
- No hay agua caliente No hay agua fría
- No hay calefacción La calefacción no es adecuada
- Apartamento necesita pintarse. Fecha de última pintura
 - Grietas en las paredes/techos
- La puerta/el marco de la puerta del apartamento está rota
- La cerradura de la puerta del apartamento está rota/falta
- La puerta del apartamento no se cierra por sí sola
- Otra situación: _____

Zonas públicas y alrededores del edificio

- La puerta de entrada está rota/o falta
- La cerradura de la puerta de entrada está rota/ o falta
- La puerta de entrada no se cierra por sí sola
- Insuficiente luz en los pasillos o los tramos de la escalera
 - El timbre/campanilla/sistema intercom no funciona
 - Los buzones de correo están rotos o faltan.
 - La tarjeta de inspección del edificio no está en el tablero de anuncios
 - El elevador está defectuoso El elevador no funciona
 - Las salidas de incendio en la parte de atrás/laterales
 - están abiertas cerradas permanentemente
 - Los pasillos/las escaleras están sucios
 - Los peldaños de las escaleras están sueltos/rotos o faltan
 - Las barandas están sueltas o faltan
 - Las puertas de salida en caso de incendio están rotas
 - no cierran por sí solas
 - El pasillo necesita pintarse
 - Agujeros en los pasillos/escaleras/paredes/techos
 - Goteras en el techo de los pasillos/de las escaleras
 - Basura en el sótano
 - El aislamiento de las tuberías/pipas del sótano está roto (riesgo de asbestos)
 - Fugas/inundación en el sótano
 - Ratas/ratones/cucarachas por todo el edificio
 - El calentador está roto El calentador hecha humo/huele mal
 - Olor/fuga de gas
 - Insuficiente luz en el sótano No hay luz en el sótano
 - El tejado tiene goteras Agujero en el tejado/claraboya
 - Basura en el tejado
 - La puerta del tejado no se cierra desde el interior
 - La puerta del tejado está rota/ o falta
 - La salida de emergencia en caso de incendio es defectuosa Salida de emergencia en caso de incendio está oxidada
 - La acera está agrietada o rota
 - Los peldaños/tramos de escalera delante del edificio están rotos o defectuosos
 - Hay basura frente al edificio
 - Basura en los patios/pasillos de entrada
 - No hay superintendente
 - Otra situación: _____

Exhibit 26

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART B**

-----X
PETITIONER NAME, :

Petitioner, :

-against- :

Index No. HP: 000000/18

RESPONDENT NAME and THE NEW YORK CITY
DEPARTMENT OF HOUSING PRESERVATION
AND DEVELOPMENT, :

**NOTICE OF MOTION FOR CONTEMPT
PUNISHABLE BY FINE**

Respondents. :

-----X

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**PLEASE TAKE NOTICE THAT ONE OF THE PURPOSES OF THIS HEARING
IS TO PUNISH RESPONDENTS [REDACTED] FOR CONTEMPT OF COURT, AND
SUCH PUNISHMENT MAY CONSIST OF FINES OR IMPRISONMENT, OR BOTH,
ACCORDING TO LAW.**

PLEASE TAKE FURTHER NOTICE that upon the annexed affidavit of
[REDACTED], sworn to on _____, the affirmation of [REDACTED], ATTORNEY,
sworn to on _____, and upon the memorandum of law and all the exhibits, papers, and
proceedings had herein, the undersigned will move this court at Part B, Room 409 of the
Courthouse at 141 Livingston Street, Brooklyn, NY 11201 on _____, or as soon

thereafter as the parties or counsel can be heard, for an order:

1. Restoring this Housing Part proceeding, Index Number [REDACTED] to the court calendar;
2. Punishing [REDACTED] for civil contempt by fine for their failure to comply with the order to correct, so-ordered by the Honorable Daniele China and dated March 9, 2018;
3. Awarding Petitioner fines and/or damages due to Respondents' failure to comply with the Court's order to correct, in an amount to be determined at trial;
4. Compelling Respondents to comply with the Court's order to correct dated March 9, 2018;
5. Awarding Petitioner attorney's fees; and
6. Providing such other and further relief as the Court may deem just and proper.

Dated: New York, New York
DATE

Respectfully submitted,

[REDACTED]
Address
Tel:
Pro Bono Attorneys for Petitioner

To: [REDACTED]
Address
Tel:

process of renovating it. After they purchased the building, they asked me to vacate my apartment.

4. Since November of 2017, I have called Respondents' management office, visited in person, and spoken to the workers at my building several times to tell them about the hazardous and unsanitary conditions in my apartment. My daughter has done so as well. They have promised to make repairs several times and never done so, and other times have simply refused to make any repairs. I brought a Housing Part ("HP") action in February of 2018, seeking to compel Respondents to make repairs to my apartment.

5. When I brought my HP action, many conditions in need of repair existed in my home, including, but not limited to the following:

- a. Cracks in the walls and ceiling throughout the entire apartment;
- b. Broken plastered surfaces and ceiling throughout the entire apartment;
- c. A partially collapsed wall section near the doorway;
- d. Broken kitchen floor tiling;
- e. Broken pipes in the kitchen sink;
- f. Broken pipes in the bathroom that caused flooding;
- g. Bathroom mold;
- h. A hole in the kitchen wall through which rodents enter;
- i. Defective enamel glaze on the bathtub;
- j. A defective counter balance at the lower window sash in the kitchen;
- k. Defective light fixtures in the kitchen and living room ceilings;
- l. The absence of heating and hot water during December and January 2018;
- m. Kitchen windows that do not stay open; and

n. A stained ceiling in the kitchen.

6. On March 9, 2018, the Court ordered Respondents to repair the identified violations in the Apartment and set five access dates on March 14, 15, 16, 19 and 20, 2018. On those dates, a few repairs were made, including:

- a. Fixing a hole in my kitchen wall;
- b. Fixing my broken window;
- c. Fixing the waste line under my kitchen sink;

7. They also attempted to make other repairs, but did an inadequate job:

- a. Attempting to repair the broken walls and ceilings;
- b. Attempting to repair the broken floor of my kitchen;
- c. Attempting to remove mice from my apartment.

8. I know these repairs were inadequate because the week after Respondents installed the kitchen floor, the same tiling began buckling. I know the walls were inadequately repaired because they are cracked again. On June 3 and the days following, I saw and heard cracks begin to form in the walls of my bedroom, bathroom, and kitchen. I have told Respondents about these problems, but they have taken no steps to fix them.

9. Respondents also tried to remove the mold from my apartment and repair my roof, but I cannot confirm that they completed those repairs.

10. In addition, Respondents were ordered to prevent mice from entering my apartment. However, on July 9, 2018, I saw mice in my kitchen once again. I think they are entering the apartment through holes in the bathroom wall that Respondents made while renovating the apartment next door.

11. In addition, while making these repairs in March, Respondents told me they had

to move some of my belongings into the apartment next door. They told me it was because my belongings were in the way of their repairs. After they moved them, however, they locked them into that apartment and refused to allow me to retrieve them, no matter how many times I asked.

12. Eventually, on June 15, I was able to get my belongings back, but only because Respondents' workmen opened the apartment next door to make renovations. In the meantime, I had to buy a new shopping cart and umbrella because Respondents had locked them in that apartment.

13. Following the repairs made or attempted in March, Respondents have returned to the Apartment twice more to make additional repairs. On Friday, June 22, my bathroom water pipes burst again and flooded my apartment and the apartment below. Additionally, the burst pipe caused the water lines in my apartment to stop working. That day, Respondents fixed the pipe so that the flooding stopped, but afterwards no water came out of any of my faucets. Before the pipes burst, my hot water had not been working properly, even though Respondents were supposed to repair it in March.

14. Respondents finally restored my water on Monday, June 25. I had called Respondents to ask them to return water to my apartment over the weekend, but they refused. After my daughter called and told them my husband and I need water in order to take our diabetes medication, they told her we should "eat a banana." I still do not have enough pressure in my hot water line, and it takes me hours to clean my dishes.

15. I have never refused access to Respondents to fix these problems.

16. As of today, the following conditions still exist in my home:

- a. Cracks in the walls of my bathroom, kitchen and bedroom;
- b. Exposed plaster in my bathroom ceiling and wall that was never painted;

- c. Inadequate hot water pressure;
- d. Stains over my kitchen stove;
- e. Holes in my bathroom wall;
- f. An improperly set bathtub that wobbles when I get into it; and
- g. Broken piping in my bathroom that has burst twice over the past year, flooding my apartment.

17. Additionally, Respondents' constant construction in the building has caused dust and debris to accumulate in my apartment and the hallway, interfering with my ability to live comfortably in my home

18. As a result of Respondents' failure to perform these necessary repairs, I have suffered greatly. I am under a great deal of stress over the unbearable conditions of my apartment and Respondents' apparent indifference to my situation. I have spent hours crying and some days, I do not eat anything at all, especially when I think about the problems in my apartment. I cannot sleep, not only due to constant stress but because Respondents' repairmen seem to always be working, playing their radio, banging their hammers, and breaking wood in the building. I have begun taking blood pressure medication, which I never had to use before, and visited my doctor on July 9, 2018, because I am constantly shaking, crying, and irritable because of the stress I feel at home.

19. My husband and I are afraid to walk in our kitchen because we are not steady on our feet and the tiling is slippery and broken. In light of the cracked walls and unreliable pipes, we are afraid that our walls will collapse and seriously hurt us, especially in our kitchen.

20. I can only conclude that Respondents are allowing these horrible conditions to continue with the intent that that my husband and I will eventually leave the apartment. Then

Respondents will be able to rent the apartment for more money. Now that Respondents have ignored the Court's order, too, my husband and I feel even more hopeless. I ask that the Court hold Respondents in contempt for their willful failure to comply with the above-mentioned court-ordered repairs and issue an order compelling them to make all outstanding repairs listed above and subject them to fines and damages.

WHEREFORE, for the above stated reasons and the reasons stated in my attorney's affirmation, I ask that the Court grant the requested relief.

[REDACTED]

Sworn to before me this
____ day of _____, 20__

NOTARY PUBLIC

[REDACTED]'s husband is in the early stages of Alzheimer's and was recently bedridden as a result of suffering two small strokes. *Id.* [REDACTED] and her husband are both diabetic, and [REDACTED] takes medicine for high blood pressure. *Id.*

4. In February of 2018, Petitioner commenced this Housing Part ("HP") action against Respondents to address the long-standing, deplorable conditions in the Apartment. Attached as Exhibit A is a true and correct copy of [REDACTED] Verified Petition in Support of an Order to Show Cause, identifying many of these conditions.

5. In this HP action, Petitioner initially alleged the following conditions:
- a. Cracks in the walls and ceiling throughout the entire apartment;
 - b. Broken plastered surfaces and ceiling throughout the entire apartment;
 - c. A partially collapsed wall section near the doorway;
 - d. Broken floor tiling in the kitchen;
 - e. Broken pipes in the kitchen sink;
 - f. Broken pipes in the bathroom that caused flooding;
 - g. Bathroom mold;
 - h. A hole in the kitchen wall through which rodents enter;
 - i. Defective enamel glaze on the bathtub;
 - j. A defective counter balance at the lower window sash in the kitchen;
 - k. Defective light fixtures in the kitchen and living room ceilings;
 - l. The absence of heating and hot water during December 2017 and January 2018;
 - m. Kitchen windows that do not stay open; and
 - n. A stained ceiling in the kitchen.
- Ex. F at [pg number(s)].

6. In a court-ordered inspection performed on February 26, 2018, an inspector from Respondent Department of Housing Preservation and Development (“HPD”) found the following repairs were necessary:

- a. Trace and abate the nuisance consisting of mold;
- b. Abate the nuisance consisting of mice in the entire apartment;
- c. Repair the broken or defective plastered surfaces and paint in a uniform color all walls and ceiling in the entire apartment;
- d. Repair the roof so that it will not leak over the ceiling in the bathroom;
- e. Repair with similar material the broken or defective wood floor in the kitchen;
- f. Repair the broken or defective waste line under the sink in the kitchen; and
- g. Repair the broken or defective lower sash counter balance window in the kitchen.

Attached as Exhibit B is a true and correct copy of the HPD report dated February 26, 2018 (the “February 26 HPD Report”).

7. Based on the February 26 HPD Report, an HPD inspection report dated November 22, 2017, and Petitioner’s HP action, the Court found numerous violations of the Housing Maintenance Code and/or the Multiple Dwelling Law and ordered Respondents to make all necessary repairs in an order to correct dated March 9, 2018 (the “Order to Correct”).

Attached as Exhibit C is a true and correct copy of the Order to Correct. The Order to Correct provided that Respondents would make the repairs listed in Schedule A of Petitioner’s Verified Petition and in the inspection reports, with access to begin on March 14, 2018. *Id.* The Order to Correct required Respondents to make all identified violations classified as “B” violations within 30 days.

8. On March 14, 2018, Respondents did enter the apartment and make a few repairs,

including:

- a. Fixing a hole in the kitchen wall;
- b. Fixing the broken window sash;
- c. Fixing the waste line under the kitchen sink. [Petitioner] Aff. at ¶ 6.

9. Respondents attempted to remove mold from the Apartment and repair the roof, but Petitioner cannot confirm that those repairs were completed. *Id.* at ¶ 9.

10. Respondents also attempted certain other repairs, including:

- a. Attempting to repair the broken walls and ceilings;
- b. Attempting to repair the broken floor in the kitchen; and
- c. Attempting to remove mice from the Apartment. *Id.* at ¶ 8.

However, these repairs were proven inadequate when the floor tiling in the kitchen began buckling the week after Respondents installed it. *Id.* at ¶ 8. Starting June 3, while Respondents' workmen were making repairs to the apartment next door, [REDACTED] heard and saw cracks begin to form in her bedroom, kitchen, and bathroom walls. *Id.* On July 9, 2018, [REDACTED] saw mice in her kitchen. *Id.* at 10.

11. While making these repairs in mid-March 2018, Respondents moved some of [REDACTED] belongings out of her apartment and locked them into the apartment next door. *Id.* at ¶ 11. They then refused to give her belongings back to her despite several requests. *Id.* Eventually, [REDACTED] was able to retrieve her belongings, but only because Respondents' repairmen were in the process of renovating the apartment next door and let her in. *Id.* at ¶ 12. Petitioner had to buy a new shopping cart and umbrella as a result. *Id.*

12. On June 22, [REDACTED] bathroom pipe burst, flooding the Apartment and making her unable to draw water from any of the apartment's faucets. *Id.* at ¶ 13. Respondents

fixed the burst pipes on June 22, but [REDACTED] had no water in the Apartment until the next Monday, June 25. *Id.* at ¶¶ 13–14.

13. To date, of the repairs listed in the HPD inspection reports and the Order to Correct, the following substandard living conditions remain uncorrected in the Apartment and pose a danger to the health and safety of [Petitioner] and her family:

- a. Cracks in the walls of the bathroom, kitchen and bedroom;
- b. Broken kitchen floor tiling;
- c. Holes in the bathroom wall;
- d. Exposed plaster in the bathroom ceiling and wall that was never painted; and
- e. Stained wall in the kitchen behind the stove. [REDACTED] Aff., at ¶ 16.

14. In addition to the repairs identified in the HPD inspections reports and the Order to Correct, Petitioner alleges the following conditions are in need of repair:

- a. Dust and debris entering the Apartment from ongoing construction in the building;
- b. An improperly set bathtub that wobbles when entered and exited;
- c. Broken piping in the bathroom that has burst twice over the past year, flooding the Apartment; and
- d. Inadequate hot water pressure. [REDACTED] Aff. at ¶¶ 16–17.

15. [REDACTED] has asked Respondents repeatedly to make the repairs to her apartment that the Order to Correct requires. *Id.* at ¶ 4. Respondents have variously replied to these requests by promising to make the repairs but not following through, refusing to make the repairs, or simply not answering. Furthermore, on behalf of [REDACTED], I have attempted to contact Respondents' attorney, [REDACTED], by telephone on April 25 and May 2 and received

no response. I have also emailed [REDACTED] on April 11, July 3 and July 5 – either [REDACTED] did not respond to my email or indicated that I should send him another email at a later date. Attached as Exhibits D and E are true and correct copies of my email correspondence with [REDACTED].

WHEREFORE, Petitioner respectfully requests the relief sought in the annexed Notice of Motion be granted.

[REDACTED]

Sworn to before me this
____ day of _____, 20__

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STATEMENT OF THE CASE

This is a housing maintenance violations case. [REDACTED], the Petitioner in this proceeding, is the tenant of record at [REDACTED] New York, NY 10017 (the “Apartment”). [REDACTED] has lived in this rent-stabilized apartment for the past 39 years. Affidavit of [REDACTED], dated July xx, 2018 (“[REDACTED] Aff.”) at ¶ 2. Upon information and belief, [REDACTED], a respondent in this case, purchased [REDACTED] in October 2017 for \$3.9 million. *Id.* at ¶ 3. [REDACTED] is located in a fashionable neighborhood in Brooklyn, and, upon information and belief, [REDACTED] is renovating the building and intends to rent its apartments for significantly more money than [REDACTED] currently pays. *Id.* They have asked [REDACTED] to leave, but she would like to continue living there. *Id.* In light of this refusal, [REDACTED] and [REDACTED] (“Respondents”) have permitted the Apartment to fall further and further into disrepair despite [REDACTED] numerous entreaties to make essential repairs.

[REDACTED] simply asks that Respondents restore her apartment to a livable condition. She initially brought a Housing Part (“HP”) action in February of 2018, demanding that Respondents repair several deleterious conditions in her apartment, including rodents, cracked walls, mold, broken floor tiling, and the absence of heat or hot water. Affirmation of [REDACTED] (“[REDACTED] Affirm.”), Ex. A & B. In response, the Honorable Daniele China issued an order to correct the numerous violations identified by the Department of Housing Preservation and Development (the “HPD”), dated March 9, 2018 (the “Order to Correct”). [REDACTED] Affirm., Ex. C. From March 14 to March 20, 2018, Respondents made a few of the repairs listed in the Order to Correct, but left many other conditions unresolved. [REDACTED] Aff. at ¶¶ 7–10. As a result of those inadequate repairs, several

conditions remain in the apartment, including cracked walls throughout the apartment, bubbling kitchen tiling, and a continuing rodent infestation. *Id.* at ¶¶ 8–10.

In fact, one of the most egregious conditions – the absence of hot water – was not repaired at all until very recently: [REDACTED] had been receiving only a trickle of hot water from her faucets until Respondents finally fixed the issue on June 25, 2018. *Id.* at ¶¶ 13–14. Respondents ultimately restored [REDACTED] hot water because [REDACTED] bathroom pipes burst, flooding her apartment and the apartment below and therefore necessitating that Respondents make immediate repairs. *Id.* at ¶ 13. Even then, Respondents initially only stopped the flooding, and left [REDACTED] without water *at all* for the entire weekend of June 23 and 24. *Id.* at ¶¶ 13–14. When [REDACTED] daughter called Respondents demanding that they restore water to her apartment because [REDACTED] needed water to take her diabetes medicine, Respondents replied that she should “eat a banana.” *Id.* at ¶ 14.¹ [REDACTED] continues to lack adequate hot water pressure in her apartment.

Additionally, during the repairs made to the apartment during March 14 through March 20, Respondents moved some of [REDACTED] belongings into the apartment next door, purportedly because they were in the way of their repairs. *Id.* at ¶ 11. However, they did not return [REDACTED] belongings for *months* afterwards, despite the fact that she requested them several times. *Id.* In fact, [REDACTED] only got her belongings back because Respondents’ workmen were renovating the apartment next door, and they allowed her to enter and retake her possessions while they were making repairs. *Id.* at ¶ 12. In the meantime, [REDACTED] had to buy a new shopping cart and an umbrella, because those possessions were locked away. *Id.* at ¶ 12.

¹ The lack of hot water pressure was not included in the initial order to correct, but must be rectified for [REDACTED] to be able to live comfortably in her apartment.

Respondents' callous indifference to [REDACTED] reasonable requests underscores the apathetic—or deliberately ineffective—response Respondents have undertaken pursuant to this Court's Order to Correct. [REDACTED] has contacted Respondents countless times requesting that they restore her apartment to a livable condition. *Id.* at ¶ 4. Respondents have variously replied to these requests with refusals, empty promises to make repairs that never take place, or simply not replied at all. [REDACTED] Aff. ¶ __. [REDACTED] counsel has also contacted Respondents' attorney on five separate occasions, receiving only a single response to contact him in two days. *See* [REDACTED] Affirm., Ex. D; *see also* [REDACTED] Affirm., Ex. E.

These persistent violations have created significant challenges for [REDACTED] and her family. She fears for the structural integrity of the walls in her home, and as a consequence experiences significant stress. *Id.* at ¶ 19. She fears falling in her kitchen – as an elderly woman, she struggles to walk on the uneven floor. *Id.* at 19. The challenge is even greater for her husband – a similarly elderly man who until recently was wholly bedridden as a result of two strokes and remains unsteady on his feet. *Id.* at ¶¶ 2 & 19. Adding to these stressors is the fact that Respondents have refused to take any steps to rectify these problems and have responded to her requests—when they respond at all—with indifference.

In the face of Respondents' intransigence and apathy, [REDACTED] asks that this Court hold Respondents in contempt for their failure to comply with the order to correct.

ARGUMENT

I. RESPONDENTS SHOULD BE HELD IN CIVIL CONTEMPT FOR THEIR FAILURE TO COMPLY WITH THE ORDER TO CORRECT

A party that does not comply with a lawful court order may be held in civil contempt under Section 27-2124 of the New York City Administrative Code, Section 5104 of the New York Civil Practice and Rules, and Section 753(a)(1) of the Judiciary Law. Civil contempt is appropriate where “the rights of an individual have been harmed by the contemnor’s failure to obey a court order.” *Dept. of Env’tl. Protection of City of New York v. Dept. of Env’tl. Conservation of State of N.Y.*, 70 N.Y.2d 233, 239 (1987). Contempt aims to vindicate a private party’s rights and “compensate the injured private party for the loss of or interference with [those] right[s].” *McCormick v. Axelrod*, 59 N.Y.2d 574, 583 (1983); *Dep’t of Env’tl. Protection*, 80 N.Y.2d at 239.

A court may find civil contempt upon a showing of “reasonable certainty” that (1) a party disobeyed a lawful order expressing an unequivocal mandate, (2) that the disobeying party had knowledge of the order, and (3) failure to comply with that order prejudiced the rights of the injured party. *McCormick*, 70 N.Y.2d at 583. In the context of an order to correct in an HP action, “the landlord’s failure to effect the repairs [specified in the order] necessarily prejudices the tenant.” *Brown v. 315 E. 69 St. Owners Corp.*, 2006 N.Y. Misc. LEXIS 562, at *5 (N.Y. Civ. Ct. N.Y. Cnty. Mar. 21, 2006) (citing *Various Tenants v. HPD*, 153 Misc. 2d 221, 222 (1st Dep’t 1992)).

Here, the evidence is clear that a contempt order should issue. The Order to Correct unequivocally directs Respondents to repair [REDACTED] walls, repair her kitchen tiling, and eradicate the mice in her home. *See* [REDACTED] Affirm., Ex. C (Respondents “shall correct all violations listed on annexed inspection report and on Schedule A”); *see also* [REDACTED]

Affirm., Ex. B (inspection report stating “repair the broken or defective plastered surfaces and paint in a uniform color all walls & ceiling in the entire apartment”; “properly repair with similar material the broken or defective wood floor in the kitchen”; “abate the nuisance consisting of mice in the entire apartment”). Respondents’ attorney signed the order to correct, establishing their knowledge of the order. *Schlueter v. E. 45 Dev. LLC*, 806 N.Y.S.2d 448, 448 (Civ. Ct. N.Y. Cnty. 2005) (attorney signature establishes knowledge of order). Finally, Respondents have failed to effect the repairs specified in the order, and thus have necessarily prejudiced [REDACTED]. The Court’s order specified that Respondents must repair [REDACTED] walls and floor, and eradicate the mice in her apartment within 30 days. *See* [REDACTED] Affirm., Exs. B & C. To date, nearly five months after [REDACTED] initiated this HP proceeding and x days after the Order to Correct, those repairs have yet to be completed. [REDACTED] Affidavit, at ¶¶ 7–10.

Respondents’ failure to repair the underlying conditions in the Order to Correct has defeated, impaired, impeded and prejudiced [REDACTED] right to live in an apartment without conditions that threaten her health and safety, as well as the health and safety of her family. Their failure to make the required repairs has also caused damages, including, but not limited to, pain and suffering and the diminution in value of her apartment.

II. PETITIONER SHOULD BE AWARDED ACTUAL DAMAGES FOR THE DIMINISHED VALUE OF HER HOME

Section 773 of the Judiciary Law provides that a court may award damages for actual loss or injury caused by “reason of the misconduct proved against the offender,” in an amount “sufficient to indemnify the aggrieved party.” Actual damages are meant to compensate an aggrieved party for their losses resulting from another’s contempt. *State of N.Y. v. Unique Ideas*, 44 N.Y.2d 345, 349 (N.Y. 1978). In the event that actual loss is not established, a court may

issue a fine totaling \$250, plus costs and expenses of litigation. N.Y. JUD. LAW § 773, ¶ 2.

In the context of tenant-initiated HP proceedings, when a court finds a party in contempt of its orders, it can “establish an actual loss in the form of an abatement.” *315 E. 69 St. Owners Corp.*, 2006 N.Y. Misc. LEXIS 562, at *6. Actual damages are measured by “the decreased value of the [s]ubject [p]remises as plagued by the conditions for the relevant periods.” *Randolph v. New York City Hous. Auth. E. Riv. Houses*, 2014 N.Y. Misc. LEXIS 2987, at *14–15 (N.Y. Civ. Ct. N.Y. Cnty. July 8, 2014). In *Randolph*, the court confirmed that the calculation of damages “is similar to the calculation for a rent abatement.” *Id.* at 15. In that case, the tenant lived in an apartment that, among other things, lacked hot water and peeling paint and plaster for twenty-seven months. *Id.* at 11. The court found that the conditions reduced the value of the apartment by 80% and awarded the tenant \$10,194.00 in damages. *Id.* at 17.

Additionally, a court can consider diminution of quality of life and out-of-pocket expenses when awarding damages. In *Brown v. New York City Housing Authority East River Houses*, for example, a pregnant mother had to live without hot water for approximately thirteen months. NYLJ 1202625719927, at *1 (Civ., NY, decided October 17, 2013). The court found the respondent in contempt of stipulations to restore hot water, and awarded actual damages for the tenant’s “severely diminished [] quality of life.” *Id.* at 14. The court awarded \$19,205.00, calculated per day based on the status of the tenant’s pregnancy and the respondent’s clear awareness of the cause of the problem. *Id.*

[REDACTED] has suffered significant diminution in the quality of her life.

Respondents’ refusal to make the necessary repairs has caused her a great deal of anxiety and stress – sometimes she cries for hours at a time, or goes entire days without eating.

[REDACTED] Affidavit, at ¶ 18. She has begun taking medicine for high blood pressure, which

she never had to do before. *Id.* And she recently visited her doctor because she is constantly shaking, crying, and irritable because of the stress she feels at home. *Id.*

She feels trapped in her apartment, because Respondents' repairmen are constantly in her building and making loud noises, including playing the radio early in the morning, hammering nails, and breaking wood. *Id.* Despite feeling trapped in her apartment, [REDACTED] also is afraid of living there – she fears her walls, especially the cracked kitchen wall, will collapse and hurt her. *Id.* at ¶ 19. She worries about walking on her kitchen tiling, which, because it is uneven and buckling, could cause her to fall. *Id.* As a consequence of this stress, [REDACTED] often finds herself unable to sleep. *Id.* at ¶ 18. Perhaps worst in her mind is the indifferent attitude Respondents have taken towards her suffering – she feels as though they are intentionally refusing to maintain her apartment in order to drive her out and increase their profits. *Id.* at ¶ 20.

CONCLUSION

[REDACTED] has called [REDACTED] her home for over thirty-nine years. Respondents have compelled her to live in deplorable conditions in violation of this Court's order, forcing her to return to court to rid herself of the stress and fear these conditions have caused. In light of Respondents' blatant failure to properly correct the housing violations described in the Order to Correct and still in existence in [REDACTED] apartment, this Court should hold Respondents in civil contempt and award actual damages based on [REDACTED] loss of enjoyment and value of her home and her diminished quality of life.

Dated: _____, 2018
New York, New York

Respectfully submitted,

[REDACTED]

Exhibit 27

CIVIL COURT OF THE CITY OF NEW YORK

County of NY

Date 2/25/15

Part E

Index No. L&T: [REDACTED]

Page 1 of [REDACTED]

Hon. Katz

[REDACTED]

Petitioner(s)

against

2 attys

NYCHA, HPD

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.

Party (please print)	Added/Amended or Deleted	Appearance	No Appearance	No Answer
Petitioner				
Respondent 1				
Respondent 2				
Respondent 3				

1) As to the violations recorded in the attached HPD findings pages, NYCHA agrees to complete all repairs of violations within 30 days, except as to: ① tiles, paint and plaster, which shall be completed within 60 days; ② rodent and insect infestations, which shall be completed within 2 weeks; and ③ smoke and carbon monoxide detectors, which shall be completed within 48 hours.

2) NYCHA consents to the filing of an amended complaint adding additional petitioners from the buildings at issue and agrees that additional verifications are only required with respect to newly added petitioners.

[Signature]
 MLS
 Attys for Petitioners

[Signature]
 Koryl Spalding LLP
 Attys for Petitioners

DAVID I FRASER

By [REDACTED]

Exhibit 28

Troubleshooting Pro Bono Relationships with Low-Income Clients

Thank you for taking on a pro bono matter on behalf of a low-income New Yorker! Most volunteers report that their pro bono work is among the most meaningful of their career. We certainly hope that is true for you as well. Any new client relationship presents challenges for both the attorney and the client. Pro bono cases are no different. We hope that by identifying some common pitfalls you can avoid some of these situations and enhance the experience for both you and the client.

Our clients are by definition low-income. What does low-income mean? In 2016, the federal poverty line is less than \$12,000 for an individual. Most of our clients are at or below 200% of the poverty line. There are approximately 1.7 million New Yorkers at or below the federal poverty line, and three million New Yorkers at or below 200% of the poverty line. That's one-third of the population of New York City.

Surviving on ten or twenty thousand dollars a year in New York City is extremely difficult, and sometimes creates challenges when accessing and utilizing legal services. Those challenges can sometimes lead to misunderstandings between counsel and client. Some common ones are described below, along with tips on how to deal with them.

Whatever challenges you face, remember this golden rule: reach out to the referring public interest organization for help anytime you are having issues with a client. It is a vital part of our role in any pro bono case; never hesitate or worry that you are troubling us.

1. Responsiveness

Low-income clients frequently have phones that require prior purchase of minutes. Without sufficient funds, clients may borrow phones or computers to contact you. That may mean that it takes some time to get back to you, or that communication comes from different numbers or sources, or that a client doesn't always get your messages. Conversely, clients may call you hoping for immediate help when an issue is an emergency.

Tips:

- Be persistent. Call the client again if they haven't called you back.
- Don't take it personally, and don't assume it means the client is not taking the case seriously.
- Give a client multiple ways to reach you—by phone, email, and letter.
- Similarly, try to obtain multiple ways to reach the client when you first meet and find out which methods the client prefers.
- Ask the client to try to let you know if your usual way of contacting them will be temporarily unavailable so that you can reach them through an alternative medium if necessary.
- Be flexible, and respond when the client asks for help.
- Get in touch with us and your pro bono counsel if you are having problems. Don't let the problem fester—the faster we know about the problem, the faster we can help.

2. Appointments

Sometimes clients are late or miss appointments. That might be because another crisis has erupted in their lives. Or it could be because they couldn't figure out how to get to your office, or didn't have money for the subway. \$5.50 for a round-trip is a significant burden for many of our clients. Many clients have low-wage jobs that do not permit them to take time off for appointments, or do not pay them for time that they miss at work. Others fear asking for time off, in part because they may not feel comfortable explaining the reason.

Tips:

- Offer to pay for a Metrocard or car service if the train is not an option.
- Take special care to explain how to get into your building, and if they will need an ID. If they don't have an ID, figure out a plan with your building security to get them in.
- Consider meeting the client in the building lobby. It can be intimidating to try to get into office buildings; having someone come downstairs to welcome the client in—and help deal with security—can make a huge difference.
- If the client is transgender, make sure security and others will address the client appropriately.
- Meet your client early for court appearances.
- Have food and refreshments in the conference room you meet in, just as you might for any client.
- Consider meeting your client somewhere more convenient for them than your office.
- Make the most out of every in-person appointment. For example, if a document is ready to be notarized, bring the document to a legal secretary or other notary in your office immediately.
- Ask about a client's work schedule, and offer to accommodate that schedule as best you can.
- Explain in advance that there may be times when a client will have no choice but to miss work—for example, for a deposition or court date. It is better to set expectations up front so that a client is not surprised later.

3. Disabilities

Many of our clients are people with physical, developmental, or emotional disabilities. Sometimes those disabilities are undiagnosed. Some of these clients may present in a chaotic manner, or have trouble processing information.

Tips:

- Consider whether to make accommodations to address a disability.
- If you know about a disability, ask the client about the accommodations that they prefer. It is better to be direct than to make assumptions.
- Talk through travel that the client may need for the case, and give any support you can.
- If your client has difficulty processing information, take particular care to communicate clearly, give the client time to ask follow up questions, and repeat information as needed.
- If using a sign language interpreter, be sure to make eye contact with and direct your comments to the client, not the interpreter.
- Remember: clients with emotional and developmental disabilities are intelligent and deserve respect; make sure to treat them that way, even as you make any necessary accommodations.

4. Communication

Many clients are not familiar with the legal system, or have not had much schooling, or English is not their first language. Others are elderly or disabled. That's part of why your help is so important: you can help them navigate a byzantine and often unfriendly system.

Tips:

- Make sure you explain your role and the legal proceedings carefully and clearly.
- Be prepared to explain the concepts in a simple and clear fashion, perhaps several times. Try to assess your client's ability to understand the proceedings.
- Meet face-to-face early in the engagement to build trust and make sure that the client understands the engagement letter.
- When setting up appointment times, ask the client about his or her work or school schedule and try to accommodate it if possible. A client may not initially feel comfortable telling you that it is difficult to get a day off work, or miss class.
- If your client's primary language is a language other than English, an interpreter and translator are required. Be sure you have one for every communication. Confirm at the outset with the client that they understand the dialect used by an interpreter. A professional interpreter/translator is strongly recommended, especially for communication integral to the representation. Do not expect the client to bring a family member or friend to interpret—and never use children as interpreters. Direct conversation toward and make eye contact with your client, not the translator.
- When working with youth, remember that this may be the first time they are encountering the legal system. Try to get an early read on the young client's relationship with parents or caregivers and decide together how involved those individuals will be in the representation.

5. Other crises

The matter you have taken on for the client may be just one of several critical things going on in his or her life: their housing or public benefits may be in jeopardy, they may be dealing with creditors, or even be facing threats and violence.

Tips:

- Be patient and understand that clients may suddenly have other priorities that take precedence over their case.
- But don't feel that you need to solve every problem a client has. It is important and helpful to set consistent boundaries, and to reinforce them.
- If a client has a problem that is beyond the scope of your engagement, please immediately contact us and your pro bono counsel.

6. Empathy and respect

Keep in mind that it can be intimidating or embarrassing for clients to try to get help. They may feel intimidated by you as an attorney, or nervous about coming to a big office building. They might be embarrassed to note that they don't have the money to travel to meet you, or feel reticent to tell you about abuse or other challenging problems that they may face. They may also feel suspicion or mistrust based on prior bad experiences.

Tips:

- Convey respect, just as you would with any client.
- Answer emails, phone messages, and other outreach in the same timely manner as you normally would.
- Offer meeting space and refreshments as you normally would.
- Make clear that you work for the client.
- Listen carefully to the client and encourage questions.
- Think through small costs that might feel very large to someone without money: paying a notary, paying a hospital for copies of medical records, etc. Ask your firm if it will absorb these minor costs. It can make a huge difference. You may want to consult with your pro bono counsel about your firm's policies on these costs.
- Respect, empathy, responsiveness, and kindness will strengthen the bond with your client.

Who we are

PIPBA is an association of pro bono professionals overseeing pro bono programs at nonprofit and public interest law organizations in the New York City metropolitan area. We are committed to supporting a range of pro bono legal services that promote civil rights, human rights and access to justice, strengthen the nonprofit sector, and otherwise improve life for low-income and disadvantaged communities and populations. Our goal is to foster a supportive community where resources are shared, best practices are established, and standards are set to ensure the highest quality pro bono legal services.