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| **CIVIL COURT OF THE CITY OF NEW YORK**  **County of NEW YORK: HOUSING PART [B]**  --------------------------------------------------------------------x   |  |  |  | | --- | --- | --- | | [PETITIONER],  Petitioner,  -against-  [RESPONDENT(S)]  Respondents,  -and-  NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT,    Co-Respondent.  . | :  :  :  :  :  :  :  :  :  :  :  :  :  :  :  :  :  :  :  : | Index No. HP: [ ]/24  **AFFIDAVIT OF PETITIONER IN SUPPORT OF MOTION FOR CONTEMPT PUNISHABLE BY FINE** |   --------------------------------------------------------------------X |

**State of New York }**

**County of New York } ss:**

**[PETITIONER]**, being duly sworn, deposes and says:

1. I am submitting this affidavit in support of a motion for contempt punishable by fine on the ground that Respondents have failed to make the necessary and court-ordered repairs to my apartment. The facts that I present in this affidavit are stated to the best of my knowledge and recollection.
2. I am the tenant of record at [Premises] in New York (the “Apartment”), where I have lived for the past [#] years. I live there with my two children, who are ages eight and six.
3. Respondent [Respondent] is the owner of my apartment building. The building is currently in the Alternative Enforcement Program and has been plagued with serious conditions issues for many years.
4. Since 2022, Respondent [Respondent] has been aware that there are conditions in need of repair in my apartment, which I told them about when I first began calling the management office in 2022 due to the mice infestation in my apartment. I was told that they were going to be conducting inspections of all the apartments to find out what repairs needed to be made, but they never came to my apartment for an inspection. Many times since then I have called my management office but was ignored.
5. I brought a Housing Part (“HP”) action in December 2023, seeking to compel Respondents to make repairs to my apartment.
6. When I brought my HP action, many conditions in need of repair existed in my home, including, but not limited to a rodent infestation throughout the apartment, leaks in the living room and bathroom ceilings; broken floor tiling in the kitchen, sinking floorboards in the living room and hallways, defective windows throughout the apartment, plumbing issue in the bathroom, and nonworking intercom.
7. After a hearing on January 15, 2024, my lawyers and my landlord agreed to Respondents to repair all of the violations in the Apartment and set five access dates on January 22, 23, 24 25 and 26, 2026.
8. My landlords did not show up for those first four dates, and only came on the last day, January 26. However they only looked at my apartment and took pictures, and did not perform an repair work. They said they would return to make repairs the next week but they never showed up.
9. The leak in my living room got worse and the ceiling began to swell. I reported this to my building’s management and my lawyer reached out to m landlord’s lawyers and even sent pictures, but they did not come to fix the ceiling.
10. Eventually on February 12 Freddy the superintendent came by unannounced, asked if I still had a mice infestation and gave me some traps to put out myself. I asked if an actual exterminator was going to perform an extermination treatment and he said my building’s management would get back to me but hey never followed up.
11. My lawyers told me that in the agreement most of these repairs were supposed to be completed by February 14, 2024 (the B violations) but that the C violation for rodents was supposed to be addressed by January 30, 2024.
12. On March 15, 2024 after a particularly bad rainstorm the ceiling in my living room completely collapsed. Water and debris flooded my living room, destroying our television set and my laptop computer, and ruining our sofa, a recliner and other furniture.
13. Because of the collapsed ceiling it was not safe for my family to stay in the Apartment. I do not have any family that we could stay with. I had to rent a hotel room for four nights.
14. On March 19 my landlord patched up the ceiling but they did not address the leak as already the leak has returned. George at the building’s management agent laughed when I asked if they would reimburse me for the cost of the hotel room.
15. It is now over three months past that February 14, 2024 deadline and all of the conditions in the Apartment that prompted me to start a case are still present.
16. These include, include, but are not limited to a rodent infestation throughout the apartment, leaks in the living room and bathroom ceilings; broken floor tiling in the kitchen, sinking floorboards in the living room and hallways, defective windows throughout the apartment, plumbing issue in the bathroom, and a nonworking intercom. I am still dealing with all of these conditions despite my landlords agreeing to fix all of these at the January 15, 2024 court date.
17. It is my understanding that each of these unrepaired conditions is a violation that the Court ordered Respondents to fix in the consent order.
18. As a result of Respondents’ failure to perform these necessary repairs, I have suffered greatly. The many unrepaired conditions in my home threaten the safety and well-being of me and my family. Spending time at my home, which should be a refuge, is instead a stressful ordeal.
19. In particular, living with a severe rodent infestation is extremely nerve-wracking and disgusting. I am frightened to turn on the lights in the evening as there are always mice, and my children are traumatized from seeing mice everywhere. It’s like a nightmare. I don’t feel like I can rest at my home or let my guard down. We stopped keeping food in our kitchen after finding mouse-bites on food in our pantry. They run on the kitchen counters and within our cabinets, where I have found mouse droppings.
20. As a result, it is not sanitary for us to keep or cook food in our apartment, and we have had to rely mostly on take out or food from restaurants which is extremely expensive as a person of limited meanings.
21. I have attached receipts from Uber Eats and various restaurants from after January 30, the deadline by which my landlord was supposed to cure the rodent violation, through the present, which amount to over $2,854.49. Feeding ourselves on food outside of the home is far more expensive than what I would spend if I was able to cook for my family at home. Prior to the rodent infestation I would spend $300.00 on groceries per month and we only ate out on special occasions.
22. I have also attached invoices for the hotel stay from March 15 through March 19, 2024 which amounted to $1,249.00.
23. I had to buy a new laptop, TV, and sofa after the flood and ceiling collapse destroyed them all. I have included receipts for all of these purchases which amount to $1,555.00.
24. I also am still without a working intercom, which makes me feel unsafe not being able to see who is trying to come into my apartment or buzz them in.
25. I would like the Court to order my landlord to reimburse me for these expenses that have accrued as a result of their default in complying with the consent order in the form of compensatory damages, which amounts to $5,658.49.
26. I also ask that the Court hold Respondents in contempt for their 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 civil penalties, 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.

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[PETITIONER]

Sworn to before me this

\_\_\_\_ day of [ ], 2024

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NOTARY PUBLIC