

# Overview - Training Objectives

- **Learn to recognize the type of case**
- **How can you help the constituent? I'm not a lawyer – and you are not a lawyer – what can we do?**
- **How can we bring housing justice to Housing Court?**

# Type of case

- **Nonpayment:** Landlord sues tenant for unpaid rent
- **Holdover:** Landlord action against tenant for possession of the apartment.
- **Housing Part (HP) Actions:** Tenant action against landlord for repairs and/or harassment.
- **Illegal Lockouts:** Tenant action against a landlord or prime tenant for illegally (without court order) evicting tenant

# How to help tenants in Housing Court

- Provide support
  - Help collecting and organizing evidence: photos of repairs, letters to landlord, rent history, etc.
  - Help getting a lawyer – develop relationships with providers
  - Organizing other tenants to come on hearing date
  - Help collecting rent arrears grants
  - eCourts <https://iapps.courts.state.ny.us/webcivilLocal/LCMain>
- Avoid giving “legal advice” such as
  - you should do this....you should tell the judge....the judge will rule this way in your case....
  - speaking to the judge in court for the tenant

# Nonpayment case - the beginning

- Notice to pay the rent or face eviction
- Notice of petition, petition and postcard
- Tenant answer

December 2, 2015

To:

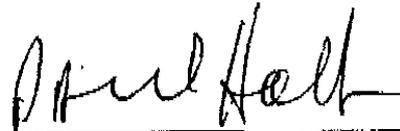
Heather [REDACTED]  
1302 Avenue K, Apt. 2H  
Brooklyn, New York 11230

PLEASE TAKE NOTICE that you are hereby required to pay the sum of \$2584.95 rent past due for said premises or to vacate the premises by December 10, 2015 which is not less than five days from the service of this notice upon you. Said sum represents rent at the rate of \$861.65 per month [REDACTED] October, 2015, November, 2015 and December, 2015.

In the event of your failure to make the payment aforesaid or to give up the possession of the premises within the time indicated above, summary proceedings will be instituted against you to recover possession of the premises.

Diane Realty LLC

by:

  
\_\_\_\_\_  
David Hoch

Make payment to:

Diane Realty LLC  
c/o Embassy Realty Management  
P O Box 190-525  
Brooklyn, New York 11219-0525

101 REALITY CORP.

A N.Y. PARTNERSHIP

against

Tenant

ROBERT D. WATSON

101 FIFTH AVENUE  
APT 2H  
NEW YORK, NY 10003-1234  
  
JOHN DOE JANE DOE

Undertenant

Amount Claimed \$ 5,770.00  
DWELLING  
JTI -101 -2H

PETITION NON-PAYMENT

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

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

Set for Trial on \_\_\_\_\_

Landlord notified on \_\_\_\_\_

Sufficiency of answer referred  
to court \_\_\_\_\_  
Raises \_\_\_\_\_ issue

Attorney for Petitioner

Judge

Automated Management Systems Inc.  
50 Broadway  
Suite 805  
New York, NY 10004 USA

- 1. Petitioner is the landlord of the premises
- 2. Respondent(s) ROBERT D. WATSON is (are) tenant(s) in possession of said

premises pursuant to a WRITTEN rental agreement made heretofore wherein respondent promised to pay to landlord or landlord's predecessor as rent \$ 350.00 each month in advance on the 1ST day of each month

- 3. Respondent JOHN DOE JANE DOE is the undertenant of the uforesaid respondent tenant(s)

- 4. Respondents are now in possession of said premises. Said premises are the residence of the tenant(s) and undertenants herein.

- 5. The premises from which removal is sought were rented for Dwelling purposes and are described as follows: ALL ROOMS - APARTMENT 2H in building known as 101 FIFTH AVENUE

situated within the territorial jurisdiction of the Civil Court of the City of New York, County of NEW YORK

- 6. Pursuant to said agreement there was due from respondent tenant(s), the sum of \$ 5,770.00 in rent and additional rent as follows

Mar02	LEGAL FEES	120.00	Mar 02 \$	350.00	Sep 01 \$	350.00	Mar 01 \$	350.00
Mar01	WINDOW GUARD	25.00	Feb 02 \$	350.00	Aug 01 \$	350.00	Feb 01 \$	350.00
Feb01	SMOKE ALARM	25.00	Jan 02 \$	350.00	Jul 01 \$	350.00	Jan 01 \$	350.00
Jan01	RENT EXCALATION	\$100.00	Dec 01 \$	350.00	Jun 01 \$	350.00	Dec 00 \$	250.00
			Nov 01 \$	350.00	May 01 \$	350.00		
			Oct 01 \$	350.00	Apr 01 \$	350.00		

- 7. THE PREMISES ARE SUBJECT TO THE RENT STABILIZATION LAW OF 1969 AS AMENDED AND HAVE BEEN DULY REGISTERED WITH THE N.Y. STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL -DHCR- AND THE RENT DEMANDED HEREIN DOES NOT EXCEED THE REGISTERED RENT AND DOES NOT EXCEED THE LAWFUL RENT STABILIZED RENT.

- 8. Said rent has been demanded by FIVE Day Written-Notice Annexed Hereto With Affidavit of Service from the tenant(s) since same became due.
- 9. Respondents have defaulted in the payments thereof and continue in possession of premises without permission after said default.
- 10. The premises are a multiple dwelling and pursuant to the Housing Maintenance Code Article 41 there is a currently effective registration statement on file with the Office of Code Enforcement which designates the managing agent named below, a natural person over 21 years of age, to be in control of and responsible for the maintenance and operation of the dwelling.

Agent ROBERT J. DURING Multiple Dwelling No. 123456  
212 12TH STREET NEW YORK NY 10010

WHEREFORE Petitioner requests a final judgment against respondent(s) for the rent demanded therein, awarding possession of the premises to petitioner landlord, and directing the issuance of a warrant to remove respondent(s) from possession of the premises together with costs and disbursements of this proceeding. Dated: 03/25/2002

101 REALITY CORP.

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

DONALD SCARDINO



Dated: 02/21/2018

866-874 Realty LLC

Petitioner(s)

-against-

~~Parvika Chatterjee~~  
Respondent(s)

**ANSWER IN PERSON**

Name: ~~Parvika Chatterjee~~  
Property Address: ~~90~~ East 28th Street  
Apt. 1-B  
Brooklyn, NY 11210

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

**SERVICE**

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

**PARTIES**

- 3  My name appears improperly  or by the wrong name  or does not appear on the Notice of Petition/Petition;  the tenant is dead.
- 4  The Petitioner is not the Landlord, owner of the building or otherwise a proper party.

**RENT**

- 5  The Petitioner never asked me or properly asked me for the rent, orally or in writing, before starting this case.
- 6  I or someone on my behalf tried to pay the rent, but the Petitioner refused to accept it.
- 7  The monthly rent asked for is not the legal rent or amount on the current lease.
- 8  The Petitioner owes money to me because of a rent overcharge.  I paid for repairs or services.
- 9  The rent, or a part of the rent, has already been paid to the Petitioner.

**APARTMENT/HOUSE**

- 10  There are or were conditions in the apartment and/or the building/house which the Petitioner did not repair and/or services which the Petitioner did not provide.
- 11  The petition does not properly describe the apartment/house: wrong apt/house number;  wrong or missing program(s) and/or laws covering my tenancy.
- 12  The apartment/house is illegal.

**OTHER**

- 13  The Petitioner has harmed me by waiting too long to bring this case (latches).
- 14  General denial.
- 15  **New York City Only** - The Petitioner has harassed me
- 16  I serve in the military or depend on someone in the military.
- 17  The petition seeks the HUD or Housing Authority Section 8 Part of the rent.  The petitioner did not notify HUD or the Housing Authority about this case.  
 Other:
- 18  **COUNTERCLAIM:** I seek a judgment and/or order based upon the above defense(s).
- 19  Other counterclaim(s):

**Court Date:** ~~March 1, 2018~~ **March 4, 2018 at 9:30 AM in Part C - ~~Room 402~~ Room 402**

The clerk **CANNOT** change your court date. You **MUST** come and bring this form and all of your proof (receipts, photographs, etc.,) with you. Be at the court house **AT LEAST 30 Minutes Prior** to your scheduled appearance time, to allow time to go through the metal detectors. **IF YOU ARE LATE OR DO NOT APPEAR YOU MAY LOSE YOUR CASE AND GET EVICTED.** If you are unable to settle your case, you may have an immediate trial. If you will not be ready for trial, you **MUST** ask the Judge for a new date. The Judge will then decide if you have shown a good reason to postpone the case.

For assistance visit a Help Center in the courthouse or the Court's website: <http://mycourthelp.gov>

# Nonpayment case – the middle

- The first appearance date
- Settlement or trial
- Common settlement terms

# Nonpayment – First Appearance

- Get to court on time!!
  - Most days, there is a line to get through security and a line to get on the elevators
  - MANY tenants face eviction because they miss their dates or come to court late
  - Go to the correct court room (look on the answer form) and CHECK IN!!!

# Getting the Best Settlement Agreement

- Come to court prepared – copies of receipts, leases, an idea of how much is owed and how much you can pay over what period.
- Find out who are you are talking to – is it the landlord? The landlord’s lawyer? The judge’s court attorney? A paralegal who has no authority?
- Take the time you need to understand what is being said. Ask for what you want!
- Ask to “conference the case with the court attorney” if things are getting out of control.
- Avoid consenting to judgment and warrant if possible!

# The contents of a stipulation

- How much you owe.
- When you have to pay the back rent (and the ongoing rent)
- What repairs or other things you will get from the landlord with **precise dates**.
- **Consequences!** What happens if the rent is not paid on time, or other agreements.
- **Warrants and judgments**

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF KINGS HOUSING PART XJ

RUTLAND RD. ASSOCIATES  
Petitioner,

Non-Payment Stip.

L & T 1/05

File # \_\_\_\_\_

against

~~\_\_\_\_\_~~  
Respondent  
5 EAST 93RD STREET  
APT \_\_\_\_\_

SO ORDERED

HAGAN  
J.H. HOGAN, JRC

- (1)  Motion granted, ~~that~~ forthwith.  
Petition amended to include all rent through 6-30-05
- (2) **FINAL JUDGMENT FOR PETITIONER FOR \$ 5304.00**  
**WARRANT TO ISSUE FORTHWITH EXECUTION STAYED TO AND INCLUDING AS per payout below:**
- (3)  Proceeding adjourned to Part 18 9:30am
- (4) Respondent acknowledges owing: \$ 5,304.00 @ 88¢ per month  
Breakdown: 1/05 - 6/05
- (5) Above sum to be paid as follows: ~~Issuance of~~ Execution of warrant stayed as follows:
- |                                      |                      |                      |
|--------------------------------------|----------------------|----------------------|
| a) \$ <u>2000</u> by <u>6-24-05</u>  | e) \$ _____ by _____ | i) \$ _____ by _____ |
| b) \$ <u>1000.</u> by <u>7-15-05</u> | f) \$ _____ by _____ | j) \$ _____ by _____ |
| c) \$ <u>1000.</u> by <u>7-29-05</u> | g) \$ _____ by _____ | k) \$ _____ by _____ |
| d) \$ <u>304</u> by <u>8-12-05</u>   | h) \$ _____ by _____ | l) \$ _____ by _____ |

- (6) Payments received are to be first applied to current rent which means current rent must be paid when due. If Respondent defaults in any payment due herein then all monies due shall become immediately due and owing. Can add that LL needs to prove that defaulted
- a) Warrant to ~~issue~~/~~execute~~ on 5 days notice of default <sup>service of</sup> inclusive and running concurrently with the Marshal's Notice.
- b) ~~Petitioner may~~ move for entry of judgment and issuance of warrant on \_\_\_\_\_ days notice of motion inclusive of mailing.

- (7) Petitioner to inspect and repair where necessary and legally required RAIL @ STAIRCASE  
loose from wall, bathroom AIR VENT  
Get everything in there! Get OSC in there

Access Dates: JULY 13. 9-5 pm 9-12 Complete w/in 30 days the Kings and  
fail 1st month

Dated: 6-20-05

Respondent: X Carol Bennett

Cohen Hurkin Ehrenfeld BY: PAUL R  
Pomerantz & Tenenbaum, LLP REGAN  
Petitioner: \_\_\_\_\_

# Getting more time to pay

- If the agreement contains a judgment and warrant, the tenant will need to go back to court to get more time if rent is not paid by deadline.
- Tenant can do an “order to show cause.” Can be done for more time, or when tenant misses a court date, or if tenant never got the papers.
- Don’t delay! Sometimes landlords lie and sometimes tenants are confused about the marshal’s notice. Go to court if in doubt.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF

BRONX

[REDACTED]  
[REDACTED] against  
[REDACTED]  
[REDACTED]  
[REDACTED]

Petitioner  
Landlord

Respondent  
Tenant

Respondent  
Undertenant

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

!! IMPORTANT !!

PLEASE BE ADVISED THAT YOUR  
EVICTION MAY BE SCHEDULED ON

Docket # [REDACTED]

8/10/06 OR THEREAFTER

INDEX NO. LT [REDACTED]



BADGE  
# 009

CITY MARSHAL

THOMAS J. BIA  
181 EAST 161st ST.  
BRONX, NY 10451  
718-681-8878

## NOTICE OF EVICTION

Alternative Service / Mailing

## NOTIFICACION DE DESAHUCIO

Notificación Alternativa / Postal

To the above named tenants and undertenants:

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

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

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

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

If you need legal assistance, the Legal Aid Society may be able to assist you (check telephone listing in your borough). A senior citizen who needs legal assistance may contact the New York City Department for the Aging, 2 Lafayette Street, New York, New York 10007, (212) 442-1000.

If you receive public assistance, notify your caseworker immediately. The Human Resources Administration may be able to help you with back payments whether or not you receive public assistance. Call (718) 291-1900 for information.

NEW HRA # 877-472-8411

DATE OF NOTICE<sup>2</sup> FECHADA

08/02/2006

A los susodichos inquilinos y sub-inquilinos:

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

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

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

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

Si usted necesita ayuda legal, la Legal Aid Society tal vez puede ayudarlo (consulte la guía telefónica de su condado). Una persona de edad avanzada que necesita ayuda legal puede comunicarse con el Departamento para Personas Mayores de la Ciudad de Nueva York, 2 Lafayette Street, New York, New York 10007, (212) 442-1000.

Si usted recibe asistencia pública, notifíquelo a su trabajador social (caseworker) inmediatamente. La Administración de Recursos Humanos tal vez puede ayudarlo con los pagos atrasados, reciba usted o no asistencia pública. Llame al (718) 291-1900 para información.

<sup>1</sup> Formerly known as "72-hour notice." Additional time has been allowed for mailing.

Anteriormente conocido como "Aviso de Desahucio de 72 Horas." Se ha concedido tiempo adicional para enviar por correo. NUEVO HRA # 877-472-8411

<sup>2</sup> The date of this notice shall be on or after the date the notice is mailed to the respondent.

La fecha de esta notificación se fijará el día en que se le envía al apelado o después de ese día.

**Civil Court of the City of New York**

COUNTY OF \_\_\_\_\_  
Housing Part

[PLEASE PRESS HARD]

Index No. LT \_\_\_\_\_

**AFFIDAVIT IN SUPPORT OF  
AN ORDER TO SHOW CAUSE TO VACATE A JUDGMENT**  
Based Upon a) Failure To Appear b) Failure to Comply  
and  
**TO RESTORE TO THE CALENDAR**

\_\_\_\_\_ }  
against } *Petitioner,*  
\_\_\_\_\_ }  
\_\_\_\_\_ } *Respondent*

Address: \_\_\_\_\_  
\_\_\_\_\_ Apt. \_\_\_\_\_

State of New York, County of \_\_\_\_\_ ss.:

Tenant's Initials

(Print Your Name)

\_\_\_\_\_, being duly sworn, deposes and says:

1. **PARTY** \_\_\_\_\_ a) I am the tenant named as respondent in the above summary proceeding.  
\_\_\_\_\_ b) I am the person claiming possession to these premises and am the \_\_\_\_\_  
of the tenant named above.
- 
2. **SERVICE and ANSWER** \_\_\_\_\_ I received the Notice of Petition and Petition in this proceeding, filed my answer in the Clerk's Office and received a date for trial.  
\_\_\_\_\_ I received a Holdover Notice of Petition and Petition and the date had already passed.
- 
3. **EXCUSE** \_\_\_\_\_ On the Date of Trial before Judge \_\_\_\_\_  
a) a Judgment was entered against me by default for my *failure to appear*. My reason for not appearing in Court on the date scheduled for (Trial) (Motion) is: \_\_\_\_\_  
\_\_\_\_\_  
b) a Judgment was entered (after trial) (after stipulation) but (I) (the Landlord) *failed to comply* with the Order of the Court because: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 
4. **DEFENSE** \_\_\_\_\_ I allege that I have a good defense because:  
\_\_\_\_\_ I was improperly served. \_\_\_\_\_ petitioner is not the owner.  
\_\_\_\_\_ the amount being claimed is incorrect. \_\_\_\_\_ no rent was demanded.  
\_\_\_\_\_ there is credit due for rent overcharge. \_\_\_\_\_ the rent has been partially/fully paid.\*  
\_\_\_\_\_ the rent has been offered and refused. \_\_\_\_\_ I have been harassed.  
\_\_\_\_\_ there are conditions in the apartment which need repair, or services which have not been provided.  
\_\_\_\_\_ \*Explain rent payments, if any, or other defense: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 
5. **REQUEST** \_\_\_\_\_ I request that the Judgment be vacated, that the case be restored to the calendar and that I be granted permission to serve these papers in person.
- 
6. **PRIOR ORDER** \_\_\_\_\_ a) I have not had a previous Order to Show Cause regarding this index number.  
\_\_\_\_\_ b) I have had a previous Order to Show Cause regarding this index number but I am making this further application because: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Signature of Court Employee and Title

# Holdover Proceedings: “No Grounds” Holdovers

- Owners of small buildings (under 6 units) or roommates/sublets
  - Tenant has no lease but is month to month
  - Started by 30 day notice of termination
  - Often “double pro-se” and settled
  - Judge can give up to 6 months post judgment
  - When tenant asks for more time, needs proof that he/she is looking seriously for another apartment (signed lease or letter for new apt. is best)

# Holdover Proceedings: “Good Cause” Holdovers

- Grounds in Regulated Housing Required for Holdover
  - Nuisance
  - Failure to renew lease
  - Breach of lease (subletting without permission, chronic late or nonpayment of rent)
  - Violating rent laws or subsidy rules (non primary residence, using for commercial purposes, profiteering)
  - Violating the law (selling drugs, prostitution, violent behavior, damaging property)
  - EXCEPTION – Violence Against Women Act
  - Need to demolish or re-purpose building

# Holdover Proceedings: “Good Cause” Holdovers

- Grounds in unregulated housing required when tenant has an unexpired lease:
  - Nuisance
  - Breach of lease (subletting without permission, chronic late or nonpayment of rent)
  - Violating the law (selling drugs, prostitution, violent behavior, damaging property)
  - Other grounds, but must be in the lease (lease maybe conditioned on sale of house, etc.)

# Holdover Proceedings: the steps

- Predicate notice warns tenant that they are facing eviction.
  - If a violation of lease, and curable, warns tenant to change behavior or be subject to eviction proceeding.
  - If nuisance or other, terminates tenancy and warns tenant to move out by X date or be subject to court proceedings.
  - Some cases do not require a predicate notice – lease expires and tenant indicated that he or she would not renew, but did not move out.
  - Notice required depends on regulatory status and lease.

# Holdover Proceedings: the steps

## Possible Outcomes

- Holdover can be settled
  - Can be probation: tenant agrees to X for Y period of time (for example: pay rent by the 10<sup>th</sup> of the month for six months).
  - Tenant agrees to move out by X date – maybe with rent concession (for example: landlord waives back rent if tenant moves in 60 days)
  - Tenant and landlord agree to fix certification, subsidy, or whatever needs to be done to put apartment back in compliance.
- Case cannot be settled and goes to trial where landlord must prove case against tenant (both basics of case and grounds for eviction) – tenant needs a lawyer!!

# Roommate Holdovers

- Use the court's DIY roommate holdover program to produce the papers.
  - In most counties, petitioner can go to help center to get papers checked over, also to HCA tables.
- Papers must be served properly by 3<sup>rd</sup> party.
- Petitioner will be assisted, usually, by the judge's court attorney – will get stip with judgment and warrant.
- Petitioner must hire a marshal if the roommate doesn't leave by the end date.

# Housing Part (HP) Actions

- Tenant suing landlord for repairs, lack of services, and harassment
- The case is against the landlord and the City's Department of Housing Preservation and Development (HPD)
  - HPD can often be an ally of the tenant in the case
- HPD can initiate their own HP action
  - HPD does this only when violations are severe – need to pressure them – use elected officials

# Housing Part (HP) Actions

## Possible Outcomes

- Consent Order – landlord agrees with HPD and violation report and sets time table for removing violations
- Stipulation of Settlement – landlord and tenant come to voluntary agreement (done if inspection report isn't clear about current conditions)
- Trial
- Order of Contempt
- Landlord fined/landlord jailed
- Case dismissed (improper service, lack of evidence)

# How to help tenants in HP Actions

- Be home to let inspector in!!
- Help tenant(s) gather and organize documents that prove conditions and notice to landlord
  - Use JustFixNYC.org or another method for collecting
  - Letters to the landlord with proof of mailing, receipts for rent paid, prior court records
  - Print out pictures (justfixnyc uses gps and date stamp, or write on the photo who took it, when, and where it was taken)
- You cannot talk inside the courtroom. Do all your planning in the halls or on the way to court.

# Illegal Lockout Action

- Actions filed by tenants who are locked out by landlord or prime tenant. Hearing is scheduled in two days.
- Self-help evictions are illegal.
- Only a marshal may remove the tenant; marshal must have warrant and judgment.
- Landlords who illegally lock out tenants may be subject to criminal prosecution and/or treble damages.

# Broken leases, judgments and tenant screening lists

- If the court awards a money judgment, that can appear on a tenant's credit report.
- A judgment is collectible – even if the tenant was evicted.
- Move out agreements should clearly state that after move out the tenant owes no money.
- If rent or fees are “severed” the landlord can get and collect on a judgment for them later in a different court.
- “Satisfaction” of judgment does not help. Judgment must be “vacated.”

- Tenants taken to Housing Court in eviction cases will appear on tenant screening lists.
- Tenants who are taken to court in error can ask for an agreement that the case will be expunged.
- In reality, it is difficult to get cases removed from all the tenant screening lists.
- Landlords must tell a tenant why they were rejected for an apartment and provide the screening report language.

# Locations & More Information

## HCA/Court Locations

- Brooklyn (141 Livingston Street)
- Bronx (1118 Grand Concourse and 851 GC for NYCHA tenants)
- Queens (89-17 Sutphin Blvd)
- Manhattan (111 Centre Street) Harlem CJC (170 East 121 St – 10035 & 10037)
- Staten Island (927 Castleton Avenue)
- 250 Broadway for NYCHA termination and grievance hearings

## Housing Court Answers – visit our information tables in the Housing Courts

- Hotline: 212-962-4795 Tues, Wed, Thurs 9am – 5pm
- Information on our website [housingcourtanswers.org](http://housingcourtanswers.org)
- [www.nycourts.gov/COURTS/nyc/housing/index.shtml](http://www.nycourts.gov/COURTS/nyc/housing/index.shtml)