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Duke Ellington Trio, HDFC v. Salas

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Decision/Order

Duke Ellington Trio, HDPC
Petitioner(s)

Present: Heela D. Capell
Judge

-against-

Freddy Salas; Brenda Salas; "John" "Doe"; "Jane" "Doe"
Respondent(s)

Recitation, as required by CPLR 2219(A), of the papers considered in the review of this Motion for:
Dismiss

PAPERS	NUMBERED
Notice of Motion and Affidavits Annexed	<u>1</u>
Order to Show Cause and Affidavits Annexed	<u>2</u>
Answering Affidavits	<u>3</u>
Replying Affidavits	<u> </u>
Exhibits	<u> </u>
Stipulations	<u> </u>
Other <u> </u>	<u> </u>

Upon the foregoing cited papers, the Decision/Order in this Motion is as follows:

A/A, respondents motion to dismiss the proceeding based upon insufficiency of the Termination notice is granted. In this proceeding to terminate respondents' month to month tenancy at an HDPC, Petitioner is required to provide a good cause basis for such termination. (S12 E 11th ST HDPC v. Grimmer, 18 AD2d (2489) (1st Dep 1992). Here, the notice of such status vague states without specificity + is not sufficient to apprise Respondent of Petitioner's claims in order to allow Respondent to prepare a defense. See Hyles v. Lenox Hill Hospital, 226 AD2d 4 (1st Dep 1996). Furthermore, it is undisputed that the Petitioner + Respondent were parties to a recently expired lease yet the Termination notice does not reference any provision from which the grounds is based, nor that a lease existed between the parties. Accordingly, the proceeding is dismissed with out prejudice. Heela D. Capell Judge, Civil/Housing Court. 8/13/19