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2025 Regent Place LLC v. Bell

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CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS; HOUSING PART G
2025 REGENT PLACE LLC,

petitioner,

Index No. L&T 59459/19

DECISION/ORDER

-against-

JANEA BELL,

Respondent-Tenant .

Hon. Kevin C McClanahan

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

PAPERS	NUMBERED
NOTICE OF MOTION AND AFFIRMATION & AFFIDAVIT ANNEXED	<u>1-3</u>
ANSWER AFFIRMATION	<u>13-14</u>
REPLYING AFFIRMATION	<u>17</u>
EXHIBITS	<u>4-12, 15-16</u>

By this motion, respondent Janea Bell moves for summary judgment dismissing the instant nonpayment proceeding. Petitioner opposes the motion.

Respondent alleges the Renewal Lease Form dated May 25, 2017 (hereinafter, the “renewal lease”) is unenforceable as it fails to comply with the applicable provisions of the Rent Stabilization Code. First, the renewal lease was back-dated which is impermissible. Second, it was offered prematurely as the renewal lease signed by the deceased tenant of record did not expire until August 31, 2019. After her death, the renewal lease passed to the estate of the tenant

of record. *Westway Plaza Assocs. v. Doe*, 189 AD2d 408 91st Dept 1992). Without any action taken against the tenant of record's estate, the petitioner did not have a sufficient right of possession to the premises to offer the renewal lease upon which the instant proceeding is predicated. In *245 Realty Assocs. v. Sussis*, 243 A.D.2d 29, (1st Dept 1998), the court observed:

In the ordinary course of events, a family member, who remains in the apartment following the departure of the named tenant, will receive a renewal notice towards the end of the lease term, directed to the named tenant; the recipient will thereupon inform the landlord of the tenant's departure as well as his status as a family member; and, assuming there is no dispute regarding his status, the surviving family member will receive a renewal lease designating him tenant of record".

Third, the renewal lease was also not proper in form as it was offered without the requisite rider setting forth the rights and duties of tenants and owners in a rent stabilized apartment. These rights cannot be waived by the respondent. See 9 NYCRR Section 2522.5(b); 9 NYCRR Section 2520.13.

Based on the foregoing facts which are not denied by the petitioner, the Court determines that the renewal lease is void as it violates the applicable provisions of the Rent Stabilization Law. Accordingly, the Court hereby dismisses the instant nonpayment proceeding. The Court shall mail courtesy copies of its decision/order to counsel.

Dated: December 23, 2019
Brooklyn, New York


Kevin McClanahan, N.H.C.
Hon. Kevin McClanahan