2020-02-04

Chavez v. Betancourt

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX: PART 11

ARNALDO CHAVEZ,

Plaintiff(s),

-against-

MARIA BETANCOURT,

Defendant(s),

DECISION & ORDER
Index No.: CV-016915-18/BX

Hon. Bianka Perez

BACKGROUND

The plaintiff commenced this action on August 17, 2018 seeking rent arrears in the amount of $11,625.00 from May 5, 2018, as alleged in the complaint. The defendant answered with a general denial stating she does not owe the debt and/or disputing the amount of the debt.

The parties appeared for trial on December 13, 2019, Plaintiff failed to bring proof of ownership. The Court allowed Plaintiff time to bring copy of Deed and the trial was resumed on January 17, 2020. Having reserved decision, the Court decides as follows.

FINDINGS OF FACT

The defendant was a tenant at 766 Trinity Avenue, Bronx New York and vacated the apartment on April 1, 2018. A Deed was provided showing ownership of the premises in question by the Plaintiff and his daughter Kristen Chavez not a party to this action, (Plaintiff's 1). The lease provided by the Plaintiff showed an agreement between the Plaintiff, Plaintiff's daughter Kristen Chavez and the Defendant to pay a monthly rent of $1,907.00 from August 1, 2016 through July 31, 2017, (Plaintiff's 2). Plaintiff also submitted a Conditional Move-in Letter from New York City Housing Authority showing the inspection passed and confirming the tenant's share of the

rent as $1,081.00 and NYCHA's share of the rent as $826.00, (Plaintiff's 4). The Plaintiff also produced a Housing Court Stipulation of Settlement awarding Petitioner a Judgment of Possession execution stayed until May 7, 2018 and reserving rental arrears for a separate plenary action, (Plaintiff's 5).

The Plaintiff states the Defendant failed to pay her share of the rent from June 2017 through April 2018 minus the security deposit. Plaintiff testified the rental arrears due by tenant were $9,115.00.

The Defendant testified she paid her share of the rent except the last month, April 2018. Defendant produced a copy of aa lease showing a different rental amount of $1,987.00 a month (Defendant's A). She stated she also entered into a side agreement with the Plaintiff to rent the basement unit as a 4th bedroom for her kids for an additional $693.00 for a total rent of $2,600.00, (Defendant's B).

The Plaintiff did not deny the existence of a side agreement between the parties (Defendant's B) and he admitted collecting additional rent for the basement unit.

DISCUSSION

The Section 8 Program came into being as part of the Housing and Community **271 Development Act of 1974. (*441 42 USC §§ 1404–1440). Congress intended the Program to provide decent, affordable housing to low-income families. Section 8 Programs give landlords rental subsidies for each qualified tenant who occupies an approved housing unit. Units must meet minimal habitability standards and have rent limitations. Families are accepted for the Program on the basis of their income: only a family whose annual income does not exceed 80%

of the median income for the area in which the family lives is eligible. As rent, a Section 8 tenant must pay either 30% of the family's monthly adjusted income or 10% of the family's gross monthly income, whichever of the two amounts is greater. (42 USC § 1437a[a][1]). A U.S. Department of Housing and Urban Development ("HUD") approved public housing agency, such as, in this case, Westchester County's Housing Choice Voucher Program, pays the balance of the rent. That way, a Section 8 family is not forced to choose between food, shelter, and clothing when allocating its limited resources. (*Williams v. New York City Housing Auth.,* 1994 WL 323634, *2 [S.D.N.Y.1994]; *Greenwich Gardens Associates v. Pitt,* 126 Misc.2d 947, 484 N.Y.S.2d 439 [Nassau Dist. Ct.1984]).

By agreeing to accept a Section 8 tenant and by executing the HAP Contract, Plaintiff became bound by its terms. Although the Plaintiff failed to produce the HAP Contract, the fact that it existed between the parties has not been disputed. The Conditional Move-in-Letter (Plaintiff's 4) clearly shows an agreed upon rent between the parties and NYCHA.

Thus, the Court finds that the Plaintiff breached the terms of the contract between the parties and is barred from recovering rental arrears. Through his own admission, Defendant collected additional rent not approved by the public housing authority, NYCHA. See Zic v. Smith, 38 Misc. 3d 439, 958 N.Y.S.2d 270 (J. Ct. 2012).

For the above stated reasons, the matter is hereby dismissed.

This constitutes the Decision and Order of this Court.

Dated: February 4, 2020

Hon. Bianka Perez
Judge of the Civil Court