

Fordham Law School

## FLASH: The Fordham Law Archive of Scholarship and History

---

All Decisions

Housing Court Decisions Project

---

2023-04-07

### JR. BRONZE CORP v. WAPPLES

Follow this and additional works at: [https://ir.lawnet.fordham.edu/housing\\_court\\_all](https://ir.lawnet.fordham.edu/housing_court_all)

---

#### Recommended Citation

"JR. BRONZE CORP v. WAPPLES" (2023). *All Decisions*. 914.  
[https://ir.lawnet.fordham.edu/housing\\_court\\_all/914](https://ir.lawnet.fordham.edu/housing_court_all/914)

This Housing Court Decision is brought to you for free and open access by the Housing Court Decisions Project at FLASH: The Fordham Law Archive of Scholarship and History. It has been accepted for inclusion in All Decisions by an authorized administrator of FLASH: The Fordham Law Archive of Scholarship and History. For more information, please contact [tmelnick@law.fordham.edu](mailto:tmelnick@law.fordham.edu).

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART D, ROOM 550

---

JR. BRONZE CORP,

L&T Index No.: 46468/2019

Petitioner,

DECISION/ORDER

-against-

LASHAWN WAPPLES,

Respondents.

Subject Premises:

1250 Morrison Avenue

Apt. 4-E

Bronx, New York 10472

---

Recitation, as required by C.P.L.R. § 2219(a), of the papers considered in review of this motion.

Papers	Numbered
Notice of Motion and Affidavits Annexed.....	1-5
Order to Show Cause and Affidavits Annexed.....	
Answering Affidavits.....	6-8
Replying Affidavits.....	
Exhibits.....	
Other.....	

After oral argument and upon the foregoing cited papers, the decision and order on this motion are as follows:

**BACKGROUND AND PROCEDURAL POSTURE**

Petitioner, JR. Bronze Corp. (“Petitioner”) commenced this non-payment proceeding against Respondent, Lashawn Wapples (“Respondent”) by service of the petition on or around October 24, 2019 (New York State Courts Electronic Filing [“NYSCEF”] No. 5, Legacy File, Petition at 20). On or about March 3, 2020, the parties entered into a stipulation of settlement wherein Respondent consented to a final

judgment in favor of Petitioner for \$2,993.94 as all rental arrears owed through March 2, 2020. Execution of the warrant was stayed through April 21, 2020, for Respondent to tender \$2,993.94 (see NYSCEF No. 5, Legacy File). The Respondent is a recipient of section 8 as administered by the New York City Housing Authority (“NYCHA section 8”).

Respondent then filed both a COVID-19 Hardship Declaration on or about June 9, 2021, (NYSCEF No. 6, COVID-19 Hardship Declaration), and an application for the Emergency Rental Assistance Program (“ERAP”) on or about June 4, 2021. (see NYSCEF No. 10, Petitioner Notice of Pending or Completed Rental Assistance Application).

On or about November 9, 2022, Petitioner filed a motion to vacate the ERAP stay due to the denial of the LRAP application (FI26Q), and Respondent’s status as a recipient of an NYCHA section 8 housing subsidy (See ¶ 7-10 of Petitioner’s Affirmation in Support). Honorable Judge Howard Baum heard the motion on or about January 23, 2023. On said date, Petitioner withdrew the motion as Respondent’s ERAP application (94BAQ) was under review (*Id*). Petitioner now seeks to vacate the ERAP stay alleging the prior motion was withdrawn in error and Respondent’s status as a recipient of NYCHA section 8 makes him a “low priority in the consideration of ERAP benefits” (*Id*). Respondent opposes arguing the plain language of the statute requires a stay until a determination is made on the pending ERAP application.

## **DISCUSSION**

Section 8 of the ERAP statutes states, in the relevant part, as follows:

“Except as provided in section nine-a of this act, in any pending eviction proceeding, whether filed prior to, on, or after the effective date of this act, against a household who has applied or subsequently applies for benefits under this program to cover all or part of the arrears claimed by the petitioner, all proceedings shall be stayed pending a [\*2]determination of eligibility [by the Office of Temporary and Disability Assistance].”

Petitioner cites no supporting law or case law for the proposition that this court can vacate the ERAP stay due to Respondent's status as an NYCHA section 8 recipient, and the accompanying low priority in consideration of ERAP benefits said status confers. In contrast, Respondent cites *Robo LLC v Matos*, 75 Misc 3d 1211(A) [Civ Ct 2022], and *Eliot Place Properties v Jaquez* 77 Misc 3d 1230(A), 2023 NY Slip Op 50067(U) [Civ Ct, Bronx County 2023] for the proposition that Respondent’s NYCHA section 8 status does not mandate vacatur of the ERAP stay. As outlined in the recent decision *Clinton Arms*

*Associates v. Anna Duran De Gonzalez*, 2023 NY Slip Op 23079[Civ Ct, Bronx County 2023] this case along with the decision from the Appellate Term of the Supreme Court in the First Judicial Department in *Bank of NY Trust Co. v Courtney*, 2023 NY Slip Op 23075 [App Term, 1st Dept 2023] remind this court "[i]t is a fundamental principle of statutory interpretation that a court should attempt to effectuate the intent of the Legislature, and where the statutory language is clear and unambiguous, the court should [\*5]construe the statute to give effect to the plain meaning of the words used." (*Id.* at \*1) [internal citations omitted]).

Accordingly, as stated in *Jacquez* "the unambiguous language of the statute, which provides protection to a section 8 tenant who has applied for the program, shall be given its plain meaning and this court may not resort to statutory construction beyond the words of the statute", *citing Kuzmich v 50 Murray Street Acquisition L.L.C.*, 34 NY3d 84, 91, 132 NE3d 624 [2019]).

## **CONCLUSION**

Petitioner fails to provide a legal basis to vacate the automatic stay imposed by L. 2021, c 56, Part BB, Subpart A, § 8, as amended by L. 2021, c. 417, Part A, §4 ("the ERAP Law") due to Respondent's status an NYCHA section 8 recipient. Per the unambiguous language of the ERAP Law, Petitioner's motion is denied. This proceeding shall remain on the court's administrative ERAP calendar. This constitutes the Decision and Order of the Court.

Dated: April 7, 2023

---

Hon. Judge Bryant Tovar

Judge, Housing Part