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### Peto v. Fodor

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CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS: HOUSING PART C

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ZSOLT PETO,

Petitioner,

HP Index No. 477/20

against

**Decision/Order  
After Hearing**

KATALIN FODOR

and

NEW YORK CITY DEPARTMENT OF HOUSING  
PRESERVATION AND DEVELOPMENT (HPD),  
Respondents,  
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HON. ENEDINA PILAR SANCHEZ,

Petitioner filed this HP case for repairs to the premises located at 80-60 57<sup>th</sup> Street, Top Floor Apartment, Glendale NY 11385 and for a finding of harassment. Respondent did not appear on August 3, 2020. Based upon petitioner's sworn testimony and HP Inspection report, an Interim Order issued, and the matter was adjourned to September 2, 2020.

Respondent Fodor notified the Court that she could not appear due to the COVID-19 pandemic as she was in Florida. The case was adjourned to October 21, 2020 and a hearing ensued.

After the hearing, the Interim Order of August 3, 2020 is hereby vacated, and the petition dismissed with prejudice for the reasons stated herein.

On October 21, 2020, all parties appeared via Microsoft Teams video conference pursuant to the Administrative Orders in place during the COVID-19 pandemic. Respondent Fodor was provided with a Hungarian interpreter. Petitioner had retained counsel.

The parties were sworn in and testified. It was not disputed that petitioner and respondent had a written rental agreement. Respondent Fodor provided the written document to the Court. The written document was examined by the Court and without objection treated as evidence. Respondent testified, without rebuttal, that petitioner was responsible for his own utilities which include hot water. Respondent Fodor also testified that petitioner was given two weeks to inspect the apartment and the keys to the apartment before he signed the lease. He did not mention that any repairs were needed. He signed the lease for the first-floor apartment and moved in.

Ms. Fodor explained in detail that in the parlance of the Hungarian language, and other Eastern European cultures, what we know as the First Floor is always known as the "ground floor" and the floor above the ground floor is the First Floor. This testimony was not rebutted by the petitioner. Ms. Fodor also testified that she and petitioner had had a long-term friendship and were good friends in the Hungarian community. As they both share a common language and ethnicity, Ms. Fodor made it clear that there was no confusion as to which apartment petitioner rented; the First-Floor *a/k/a*, the Second Floor in the United States.

Petitioner's testimony is disingenuous as he testified that his lease is for the First Floor, but he lives on the Second Floor. Furthermore, the petition filed with the Court does not identify a floor, neither first nor second. Only in Court did petitioner reference the Second-Floor apartment which is consistent with the HP inspection.

DHPD issued violations under the Housing Maintenance Code in the summer and Notice of Violations was sent on or about July 13, 2020. A second inspection in October 2020, resulted in a violation for lack of gas to the stove.

Respondent Fodor testified that in June 2020 she sent a repair person to the apartment and was there herself. Petitioner refused to give access and had changed the locks to the basement. Upon further cross examination from counsel for DHPD, respondent Fodor testified that the premises are a two-family house. Each apartment has its own separate gas systems for heat, hot water and cooking gas. Each apartment has its own account and each tenant is responsible to put the gas utilities in his/her name.

Petitioner moved into the subject premises in February 2020 and when he moved in he had hot water. Sometime later, the hot water was cut off. Petitioner then testified, on rebuttal, that he put the utilities in his own name "3 months ago" – which in the Court's calculation would be on or about August 2020. No definite date was offered, or proof presented. It seems that petitioner knew that he had to put the utilities in his own name but delayed the process and filed this case against the respondent. Petitioner then finally mentioned that the lack of hot water is due to "disconnected wires." There were no details offered.

Based upon the testimony and evidence presented, the Court finds that respondent Fodor's testimony was credible, and petitioner was not credible. Petitioner has filed this case and sought to confuse the facts by alleging that while he signed a lease for the first floor, he lives in the second floor. These incredible machinations of the basic facts and understanding between the parties can only result in the dismissal of the petition with prejudice. Petitioner knowingly did not put the gas in his name until after the case was heard. There was no actual evidence presented as to the date he put the utilities in his own name. It is clear, however, that the violations issued in June 2020, and at that time the utilities were still not in the name of the petitioner.

Petitioner's belated statement as to disconnected wires to explain the cause of no hot water is not credible nor supported by any credible evidence. It appears that old-world connections as friends has gone sour. Respondent repeatedly stated that petitioner simply did not pay any rent since he moved into the apartment.

The Court finds that **there is no harassment**. On the contrary, petitioner misstated and manipulated basic facts to this Court in order to get a finding of harassment and an order to restore essential services. At all times, petitioner was responsible for his own hot water.

During this COVID-19 pandemic, the Housing Court has been open to address housing emergency matters and provide emergency relief. The Court is mindful of the stresses created by this pandemic; however, no stress can excuse misstatements and omissions upon the Court.

It is Ordered that the Interim Order is vacated, the petition dismissed with prejudice, all the HP violations relating to gas and hot water are deemed null and void, and such violations shall not be the basis to seek civil fines and penalties against the respondent.

This constitutes the Decision/Order of the Court.

Dated: October 27, 2020  
Queens, New York

So ordered,

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ENEDINA PILAR SANCHEZ  
Judge, Housing Court

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