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MHK Assoc., LLC v Lafferty
2023 NY Slip Op 51262(U) [81 Misc 3d 130(A)]
Decided on November 22, 2023
Appellate Term, First Department
Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431.
This opinion is uncorrected and will not be published in the printed Official Reports.

Decided on November 22, 2023
SUPREME COURT, APPELLATE TERM, FIRST DEPARTMENT
PRESENT: Hagler, P.J., Tisch, J.
571019/23

MHK Associates, LLC, Petitioner-Landlord-Respondent,
against
Catherine Lafferty, Respondent-Tenant-Appellant.

Tenant appeals from an order of the Civil Court of the City of New York, New York County (Evon M. Asforis, J.), dated July 14, 2023, which denied her respective motions for summary judgment dismissing the petition and for leave to conduct discovery with respect to the counterclaims, and for imposition of costs and sanctions upon landlord for frivolous litigation, in a holdover summary proceeding.

Per Curiam.

Order (Evon M. Asforis, J.), dated July 14, 2023, affirmed, with \$10 costs.

This holdover proceeding, premised upon tenant's failure to sign a renewal lease, is not subject to summary dismissal. The evidentiary proof submitted by tenant failed to establish the absence of material issues of fact as to whether tenant mailed, and landlord received, the executed lease renewal.

Civil Court providently exercised its discretion in denying, as "not narrowly and carefully tailored," tenant's overbroad discovery request, which sought extensive records about the subject building, the adjoining building, other tenants, vendors etc. (*see Kantor v*

Kaye, 114 AD2d 782 [1985]; *see also Crandall v Equinox Holdings, Inc.*, 206 AD3d 552 [2022]; *New York Univ. v Farkas*, 121 Misc 2d 643 [Civ Ct, NY County 1983]).

The court also providently exercised its discretion in denying tenant's motion for costs and sanctions against landlord (*see* Rules of the Chief Admr of Cts [22 NYCRR] § 130.1-1; *Carde v Rodriguez*, 189 AD3d 498 [2020]).

THIS CONSTITUTES THE DECISION AND ORDER OF THE COURT.

I concur I concur

Decision Date: November 22, 2023

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