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1901 Henessy LLC v. Mendez

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CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX: HOUSING PART I

X

1901 HENESSY LLC & THE HOLCMILL GROUP LLC &
PARARDIGM HENNESSY LLC,

Petitioner - Landlord,

Index No.
L&T 312413/22

Present:
Hon. Christel F. Garland

-against-

LOIDA MENDEZ and VANESSA MARIE BOGORAD,

DECISION/ORDER

Respondent.

X

RECITATION, AS REQUIRED BY CPLR 2219(A), OF THE PAPERS CONSIDERED IN THE
REVIEW OF THIS MOTION BY PETITIONER TO RESTORE THE PROCEEDING TO THE
COURT’S CALENDAR

PAPERS

NUMBERED

Notice of Motion, Affidavits & Affirmation Annexed	# 26 - 30 (NYSCEF)
Answering Affidavits & Affirmation	31
Replying Affidavits	n/a

By notice of motion dated March 6, 2023, Petitioner moved to restore the instant proceeding to the court’s calendar and compelling Respondent Vanessa Bogorad (“Respondent”) to produce copies of cancelled checks issued by the Human Resources Administration (“HRA”) on her behalf and entering a judgment for the rent arrears that accrued through the date of the motion.

In the affirmation filed in support of the motion, counsel states that Petitioner seeks to restore the proceeding to the court’s calendar for an order modifying the stipulation the parties entered into on November 17, 2022 due to mutual mistake. Counsel further states that the mutual mistake stems from “the mistaken belief that Petitioner received and cashed a one-shot deal from HRA in the amount of \$23,733.76, covering the period [sic] 10/01/2021 to 09/30/22”. However, counsel states that following recent communication with Petitioner, Petitioner has no knowledge of either having received or cashed the HRA checks, and that through March 2023 Respondents have a rent balance of \$36,720.48.

In opposition, Respondent contends that not only did she receive an approval for the amount provided for in the November 17, 2023 stipulation, \$23,733.67, the checks issued by HRA were cashed after they were mailed to the address provided by Petitioner’s counsel. In addition, Respondent notes that the checks were cashed by an individual named Sara and that an individual with the same name has filed papers through NYSCEF on behalf of Petitioner in this proceeding.

Following the court’s review of the parties’ submissions, the information Petitioner seeks was provided by Respondent in response to Petitioner’s motion (see NYSCEF documents # 34 & #35). In addition, based on the court’s review of the information provided, the checks were delivered to the address

provided by Petitioner and at least one of the checks was negotiated with an individual that appears to be connected to counsel/Petitioner herein.

For these reasons, Petitioner's motion is DENIED. There is no proof of any mutual mistake. The record shows that Respondent took all the necessary steps to obtain an approval from HRA for the amount then outstanding and arranged for the agency to deliver the checks to Petitioner at the address provided by Petitioner and negotiated in the name of Petitioner to be applied to Respondent's account as per the endorsements on the checks.

This constitutes the decision and order of the Court.

A copy of this order will be mailed to Respondents and uploaded to NYSCEF.

DATED: August 15, 2023



Christel F. Garland, JHC