

At IAS/Special Term Part \_\_\_\_ of  
the Supreme Court of the State of  
New York, held in and for the  
County of New York at the  
Courthouse located at 60 Centre  
Street, New York, New York on  
the \_\_\_\_ day of \_\_\_\_\_  
201\_\_

PRESENT

HON. JUSTICE  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
NIKIA NELSON,

Index No.: 654620/2017

Plaintiffs,

**ORDER TO SHOW CAUSE  
(AMENDED)**

-against-

HARLEM EAST LLC, SHANNON DOHERTY, MICHAEL  
SWEICA, JESSE ATIAS, ANGEL FABIAN, U.S. REALTY  
CORP (a/k/a GOLDMONT REALTY CORP d.b.a U.S.  
REALTY CORP), and John and Jane DOES #1-100

First name of DEFENDANTS being fictitious  
And unknown to Plaintiff, and Persons intended  
to be added herein as Defendant(s)

Defendants.

-----X

UPON reading and filing the annexed affirmation of Ari Mor dated August 20, 2017, the  
exhibits annexed thereto (if any), and upon all the pleading and proceedings heretofore had  
herein, and sufficient reason appearing therefor:

LET Defendant(s) HARLEM EAST LLC's attorney(s) show cause at Room \_\_\_\_ of this  
Court to be held at the courthouse located at 60 Centre Street, NY, NY 10007 on the \_\_\_\_ day of  
\_\_\_\_\_, 2017 at 9:30 o'clock in the forenoon of that day or as soon thereafter as  
counsel can be heard why an order should not be made and entered:

- a. For a Preliminary Injunction;

- b. Pursuant to CPLR 602(b), removing summary proceeding entitled Harlem East LLC v. Nikia Nelson, et al., under Index No.: 069302/2017.; and consolidating that proceeding with the herein action; and
- c. For such other and further relief as to this Court seems just and proper.

ORDERED that pending a hearing and determination of this motion, all proceeding(s) between the above captioned parties are stayed, including but not limited to the pending summary proceeding entitled Harlem East LLC v. Nikia Nelson, et al., under Index No.: 069302/2017.

Sufficient cause being alleged, let service of copies of this order to show cause and the papers upon which the same have been based upon HARLEM EAST LLC's counsel, all by overnight mail on or before \_\_\_\_\_, 2017, be deemed good and sufficient service thereof.

ENTER:

\_\_\_\_\_  
J.S.C

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.: 654620/2017  
NIKIA NELSON,

Plaintiffs,

-against-

HARLEM EAST LLC, SHANNON DOHERTY, MICHAEL  
SWEICA, JESSE ATIAS, ANGEL FABIAN, U.S. REALTY  
CORP (a/k/a GOLDMONT REALTY CORP d.b.a U.S.  
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First name of DEFENDANTS being fictitious  
And unknown to Plaintiff, and Persons intended  
to be added herein as Defendant(s)

Defendants.

-----X

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**ORDER TO SHOW CAUSE (AMENDED)**

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**THE LAW OFFICES OF ARI MOR, ESQ., P.C.**

ATTORNEYS FOR PLAINTIFF

347 E 65<sup>th</sup> St, #2RW, New York, NY 10065  
Email: ari.mor.esq@gmail.com  
Phone: (347) 850-0578

---

Service of a copy of the within is hereby admitted.

Dated: \_\_\_\_\_

Attorney(s) for \_\_\_\_\_

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
NIKIA NELSON,

Plaintiffs,

-against-

HARLEM EAST LLC, SHANNON DOHERTY, MICHAEL  
SWEICA, JESSE ATIAS, ANGEL FABIAN, U.S. REALTY  
CORP (a/k/a GOLDMONT REALTY CORP d.b.a U.S.  
REALTY CORP), and John and Jane DOES #1-100

First name of DEFENDANTS being fictitious  
And unknown to Plaintiff, and Persons intended  
to be added herein as Defendant(s)

Defendants.  
-----X

ARI MOR, an attorney at law duly admitted to practice before the Courts of the State of  
New York, hereby affirms that the following statements are true under the penalties of perjury  
pursuant to CPLR 2106:

1. On August 18, 2017, this office contacted HARLEM EAST LLC's counsel  
GREEN and COHEN PC by email to: jason@greenandcohenlaw.com &  
michael@greenandcohenlaw.com. This office notified said Counsel that this office would be  
moving by order to show cause for temporary relief, on August 21, 2017 at 10:00 a.m., and that  
the motion would be brought before the Ex-Parte Office located 60 Centre Street, NY, NY 10007

Dated: New York, New York  
August 20, 2017



\_\_\_\_\_  
ARI MOR  
(Rule 130-1.1-a)



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.: 654620/2017  
NIKIA NELSON,

Plaintiffs,

-against-

HARLEM EAST LLC, SHANNON DOHERTY, MICHAEL  
SWEICA, JESSE ATIAS, ANGEL FABIAN, U.S. REALTY  
CORP (a/k/a GOLDMONT REALTY CORP d.b.a U.S.  
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First name of DEFENDANTS being fictitious  
And unknown to Plaintiff, and Persons intended  
to be added herein as Defendant(s)

Defendants.

-----X

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**AFFIRMATION PURSUANT TO NYCRR § 202.7(F)**

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**THE LAW OFFICES OF ARI MOR, ESQ., P.C.**

ATTORNEYS FOR PLAINTIFF

347 E 65<sup>th</sup> St, #2RW, New York, NY 10065  
Email: ari.mor.esq@gmail.com  
Phone: (347) 850-0578

---

Service of a copy of the within is hereby admitted.

Dated: \_\_\_\_\_

Attorney(s) for \_\_\_\_\_

---

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.: 654620/2017

NIKIA NELSON,

Plaintiffs,

**AFFIRMATION OF EMERGENCY**

-against-

HARLEM EAST LLC, SHANNON DOHERTY, MICHAEL  
SWEICA, JESSE ATIAS, ANGEL FABIAN, U.S. REALTY  
CORP (a/k/a GOLDMONT REALTY CORP d.b.a U.S.  
REALTY CORP), and John and Jane DOES #1-100

First name of DEFENDANTS being fictitious  
And unknown to Plaintiff, and Persons intended  
to be added herein as Defendant(s)

Defendants.

-----X

Ari Mor, an attorney duly admitted to practice law before the Courts of the State of New York, hereby affirms the truth of the following upon information and belief and under penalty of perjury pursuant to CPLR § 2106:

1. I am a solo practitioner with the Law Offices of Ari Mor, Esq., P.C.
2. This office represents the Plaintiff(s) NIKIA NELSON ("Plaintiff") in the above-captioned action.
3. As such, I am fully familiar with the facts and circumstances hereinafter contained. The source of my knowledge and information being the materials maintained by this office in the course of the defense of this matter;
4. Plaintiff currently has a Summary Proceeding pending which is returnable September 5, 2017 of which Plaintiff is hoping to consolidate into the herein matter.

5. Your affirmant is leaving the state August 21, 2017 at 7 pm and will not be able to present the herein OSC on any other date prior to the now scheduled return date for the Summary Proceeding.

6. This Motion must be entertained forthwith to prevent irreparable harm to the Plaintiff and for the sake of judicial economy.

7. This is the earliest that this office could put together papers for the relief requested therein.

To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the foregoing Affirmation, the papers upon which it is based, and the documents annexed thereto (if any), are not frivolous as defined in Part 130-1.1 of the Rules of the Chief Administrator of the Courts.

Dated: New York, New York  
August 20, 2017



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ARI MOR (Rule 130-1.1-a)

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.: 654620/2017  
NIKIA NELSON,

Plaintiffs,

-against-

HARLEM EAST LLC, SHANNON DOHERTY, MICHAEL  
SWEICA, JESSE ATIAS, ANGEL FABIAN, U.S. REALTY  
CORP (a/k/a GOLDMONT REALTY CORP d.b.a U.S.  
REALTY CORP), and John and Jane DOES #1-100

First name of DEFENDANTS being fictitious  
And unknown to Plaintiff, and Persons intended  
to be added herein as Defendant(s)

Defendants.

-----X

---

**AFFIRMATION OF EMERGENCY**

---

**THE LAW OFFICES OF ARI MOR, ESQ., P.C.**  
ATTORNEYS FOR PLAINTIFF  
347 E 65<sup>th</sup> St, #2RW, New York, NY 10065  
Email: ari.mor.esq@gmail.com  
Phone: (347) 850-0578

---

Service of a copy of the within is hereby admitted.

Dated: \_\_\_\_\_

Attorney(s) for \_\_\_\_\_

---

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.: 654620/2017  
NIKIA NELSON,

Plaintiffs,

**AFFIRMATION IN SUPPORT OF  
ORDER TO SHOW CAUSE**

-against-

HARLEM EAST LLC, SHANNON DOHERTY, MICHAEL  
SWEICA, JESSE ATIAS, ANGEL FABIAN, U.S. REALTY  
CORP (a/k/a GOLDMONT REALTY CORP d.b.a U.S.  
REALTY CORP), and John and Jane DOES #1-100

First name of DEFENDANTS being fictitious  
And unknown to Plaintiff, and Persons intended  
to be added herein as Defendant(s)

Defendants.

-----X

Ari Mor, Esq., an attorney duly admitted to practice law before the Courts of the State of  
New York, hereby affirms the truth of the following upon information and belief and under  
penalty of perjury pursuant to CPLR § 2106:

1. This office represents the Plaintiff(s) NIKIA NELSON (“NELSON” or  
“Plaintiff”), in the above-captioned action. As such, I am fully familiar with the facts and  
circumstances hereinafter contained. The source of my knowledge and information being the  
materials maintained by my office in the course of the defense of this matter, and  
communications with the Plaintiff herein.

2. This Affirmation is submitted in support of Plaintiff(s) motion, which seeks  
an Order:

a) For a Preliminary Injunction;

- b) Pursuant to CPLR 602(b), removing summary proceeding entitled Harlem East LLC v. Nikia Nelson, et al., under Index No.: 069302/2017.; and consolidating that proceeding with the herein action; and
- c) For such other and further relief as to this Court seems just and proper.

### **BACKGROUND**

- 3. The relief requested herein has not been previously requested.
- 4. At all times relevant to this action Plaintiff was and still is the tenant of record for the premises commonly known as 518-520 West 139<sup>th</sup> Street, Apt #34, New York, NY 10031 (the “Premises”).
- 5. Upon information and belief, and at all times relevant to this action, the Premises was/is rent stabilized and was/is subject to the NYC Emergency Housing Rent Law or the Rent Stabilization Law of 1969 as amended.
- 6. In or around July, 22, 2013, the Premises was severely fire damaged and became uninhabitable. A true and correct copy of the Fire Report is attached as **Ex. “A”** to Ex “1” annexed hereto.
- 7. In or around July 22, 2013 the DOB issued a Peremptory Vacate Order (“Vacate Order”), and pursuant to said Vacate Order, Plaintiff vacated the Premises. A true and correct copy of said Vacate Order is attached as **Ex. “B”** to Ex “1” annexed hereto.
- 8. Upon information and belief, shortly thereafter, Plaintiff through counsel initiated a HP Action in the Civil Court of the City of New York County of New York bearing Index.: 1599/2013 (the “HP Action”) seeking to, *inter alia*, restore Plaintiff back into possession of the Premises.

9. Upon information and belief, said HP Action was initially filed against Respondents DHNY APT111 LLC (the “Prior Owner”), GEMSTONE PROPERTY ANAGEMENT LLC, MICHAEL ARYEH, DAVID STERN and BRIAN NEWMAN.

10. Upon information and belief, in or around September, 2013, Defendant HARLEM EAST LLC purchased the subject Property via a Bargain and Sale Deed (the “Deed”). A true and correct copy of said Deed is attached as Ex. “C” to Ex “1” annexed hereto.

11. Accordingly, upon information and belief, HARLEM EAST LLC, SHANNON DOHERTY and MICHAEL SWEICA were substituted in as Respondent-Owners and landlords of the Building pursuant to a stipulation signed on September 19, 2013, and accordingly are named herein as defendants.

12. Upon information and belief, and at all times relevant to this action, JESSE ATIAS, ANGEL FABIAN and US REALTY CORP were/are listed as the head officer, officer, and managing agent respectively of the Subject Property and Premises and consented to being added as Respondents to the HP Action and accordingly are named herein as defendants..<sup>1</sup>

13. In or around January, 2014, Plaintiff and HP Respondents entered into a Consent Order (the “Consent Order”) a copy of which is annexed as Ex. “D” to Ex “1” annexed hereto, in which HP Respondents agreed to eliminate the fire damage, rehabilitate the building as stipulated in the Consent Order, and return petitioners and their occupants within the HP Action (including herein Plaintiff) to the subject Property / Premises by April 30, 2015.

14. Pursuant to said Consent Order, and pertinent to the herein action, HP Respondents agreed that, *inter alia*:

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<sup>1</sup> HARLEM EAST LLC, SHANNON DOHERTY and MICHAEL SWEICA, JESSE ATIAS, ANGEL FABIAN and US REALTY CORP shall be collectively known as (“HP Respondents”) herein.

During the time period set forth in Paragraph 2, Respondent-Landlord will not alter the layout nor change/move the perimeter walls. The square footage of each apartment will stay the same as it was prior to the July 22, 2013 fire.

See Parag. 8 of Ex. "D" attached to Ex "1" annexed hereto.

15. Upon information and belief, petitioners (including Plaintiff) filed an Order to Show Cause (OSC) for contempt on March 3, 2015 for HP Respondents' failure to meet the benchmarks laid out in the Consent Order.

16. Upon information and belief, petitioners (including Plaintiff) filed a second contempt motion on June 22, 2015 regarding HP Respondents' failure to timely return petitioners (including Plaintiff) and their occupants to their apartments and Respondents' failure to rehabilitate the Property / Premises as outlined in the Consent Order.

17. Upon information and belief, HP Respondents attempted to circumvent the, *inter alia*, NYC Emergency Housing Rent Law, The Rent Stabilization Law of 1969, and Consent Order in that HP Respondents advertised<sup>2</sup> the subject Premises and rented the subject Premises to a third party not entitled to possession of the Premises.

18. Upon information and belief, petitioners (including Plaintiff) filed a third contempt motion on July 9, 2015 regarding HP Respondents failure to provide petitioners (including Plaintiff) and their occupants with keys to the Building and their apartments.

19. On or about July, 14, 2015, HP Respondents were ordered (the "HP July 2015 Order") to comply with the Consent Order and to provide keys to all petitioners (including Plaintiff) on or before the close of business July 16, 2015. A true and correct copy of the HP July 2015 Order is attached as Ex. "F" attached to Ex "1" annexed hereto.

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<sup>2</sup> Attached hereto as Ex. "E" is a true and correct copy of said advertisement



20. Shortly thereafter, Plaintiff was placed back into possession of the subject Premises, however, said Premises was entirely reconfigured in contravention of the Consent Order.

21. On or about December, 15, 2015, HP Respondents and Petitioners (including the herein Plaintiff) entered into a Stipulation of Settlement (the “HP Settlement Stip”) whereby said parties settled the HP Action, however, carving out the following exception:

27. This Stipulation does not settle claims related to reconfiguration of relevant apartments. Petitioners and their Occupants reserve their rights to pursue these claims in any forum of proper jurisdiction.

A true and correct copy of the HP Settlement Stip is attached as Ex. “G” to Ex “1” annexed hereto.

22. Further, over the course of the last few years Plaintiff has had extensive warranty of habitability issues as well as extensive issues relating to Plaintiff’s quiet enjoyment rights of the Subject Premises and Plaintiff has lodged multiple complaints regarding such.

23. In or around September of 2016, Plaintiff, through counsel, sent a demand letter to; *inter alia*, HARLEM EAST LLC demanding that said Premises be placed back into the configuration it was in prior to July, 2013. See Ex. “H” attached to Ex “1” annexed hereto.

24. Thereafter, upon information and belief, on or about April 18, 2017, and in retaliatory fashion, Defendant Harlem East LLC, through its counsel filed a meritless summary holdover Petition (the “First Summary Proceeding”). A true and correct copy of the Notice of Petition and Petition for the First Summary Proceeding is attached as Ex. “I” to Ex “1” annexed hereto.

25. The First Summary Proceeding was settled pursuant to a stipulation. See Ex. “2”

26. On or about July 26, 2017, and in retaliatory fashion, Defendant Harlem East LLC, through its counsel filed another meritless summary holdover Petition (the “Second Summary Proceeding”). A true and correct copy of the Notice of Petition and Petition for the Second Summary Proceeding is attached hereto as Ex. “3”

27. During the entirety of Plaintiffs’ tenancy, and during all relevant times, the Premises has not been suitable for living and the Premises has not been free from conditions dangerous to health, life and/or safety.

28. Accordingly, to preserve Plaintiff’s rights and to be compensated for her damages, Plaintiff filed the herein matter. A true and correct copy of the Summons and Complaint is attached hereto as Ex “1”

### **LEGAL ARGUMENT**

#### **I. PLAINTIFF MEETS THE REQUIREMENTS FOR THE ISSUANCE OF A PRELIMINARY INJUNCTION**

29. The decision to grant a motion for a preliminary injunction is committed to the discretion of the trial court. Doe v. Axelrod, 73 N.Y.2d 748, 750 (1988); Jiggets v. Perales, 202 A.D.2d 341, 342 (1st Dep’t 1994).

30. Preliminary relief is appropriate where: (1) the moving party is likely to succeed ultimately on the merits of its claim; (2) there exists the prospect of irreparable injury if the provisional relief is withheld; and (3) the balance of equities tips in the moving party’s favor. Nobu Next Door LLC v. Fine Arts Hous., Inc., 4 N.Y.3d 839, 840 (2005).

31. Here, Defendants are attempting to unlawfully evict Plaintiff from the Subject Premises which is Plaintiff’s home.

32. Further, Plaintiff is most likely to succeed on the merits of her claim.

33. If a preliminary injunction is withheld, and Defendants are allowed to proceed within the summary proceeding, Plaintiff may unlawfully be evicted from her home which will cause Plaintiff to suffer irreparable harm.

34. As such, the balance of equities tips in the Plaintiff's favor and this Court should grant Plaintiff's request for preliminary relief.

**II. PURSUANT TO, *INTER ALIA*, CPLR 602(B), THIS COURT SHOULD REMOVE SUMMARY PROCEEDING ENTITLED HARLEM EAST LLC V. NIKIA NELSON, ET AL. PENDING IN THE CIVIL COURT, NEW YORK COUNTY, UNDER INDEX NO.: 069302/2017; AND CONSOLIDATE THAT PROCEEDING WITH THE HEREIN ACTION**

35. CPLR 602(B) states in pertinent part:

*Cases pending in different courts.* Where an action is pending in the supreme court it may, upon motion, remove to itself an action pending in another court and consolidate it or have it tried together with that in the supreme court. Where an action is pending in the county court, it may, upon motion, remove to itself an action pending in a city, municipal, district or justice court in the county and consolidate it or have it tried together with that in the county court.

36. More specifically, Courts have indeed consolidated summary proceedings and actions pending before the Supreme Court.

37. In Kally v. Mount Sinai Hospital, 44 A.D.3d 1010 (2007), the defendant moved pursuant to CPLR 602 (b) to remove a summary proceeding entitled *Matter of Kally v Mount Sinai Hospital* pending in the Civil Court, Queens County to the Supreme Court, Queens County, and to consolidate that proceeding with Supreme Court Matter

38. The Supreme Court denied the defendant's motion on the ground that the Civil Court is the preferred forum for resolving landlord-tenant issues, however the defendant

appealed and the Appellate Division Second Judicial Department reversed holding in pertinent part:

Where common questions of law or fact exist, a motion to consolidate should be granted absent a showing of prejudice to a substantial right by the party opposing the motion (*see Nigro v Pickett*, 39 A.D.3d 720, 722 [2007]; *Flaherty v RCP Assoc.*, 208 A.D.2d 496, 498 [1994]; *Stephens v Allstate Ins. Co.*, 185 A.D.2d 338 [1992]; *Zupich v Flushing Hosp. & Med. Ctr.*, 156 A.D.2d 677 [1989]).

Here, both the holdover proceeding and the action concern the same parties, and both involve common questions of law and fact regarding a lease executed by the defendant with respect to the premises that are the subject of the holdover proceeding. Resolution of the action in the Supreme Court will necessarily decide the issues in the holdover proceeding, and the two should be consolidated in the interest of judicial economy (*see Flaherty v RCP Assoc.*, 208 AD2d at 498; *DeCastro v Bhokari*, 201 A.D.2d 382, 383 [1994]; *Morrell & Co. Wine Emporium v Richalan Realty Corp.*, 93 A.D.2d 736, 737 [1983]). Moreover, the equitable relief sought in the Supreme Court is unavailable in the summary proceeding (*see NY City Civ Ct Act* § 213; *DeCastro v Bhokari*, 201 AD2d at 382; *Morrell & Co. Wine Emporium v Richalan Realty Corp.*, 93 AD2d at 736; *Lorch v Lorch*, 7 A.D.2d 641 [1958]).

Accordingly, the Supreme Court improvidently exercised its discretion in denying the defendant's motion.

39. In, Murphy v 317-319 Second Realty LLC, 2012 NY Slip Op 03515, the Appellate Division First Judicial Department held:

[...] where, as here, complete relief cannot be afforded by Civil Court [...] and common questions of law and fact exist, judicial economy is served by consolidation (*Phoenix Garden Rest., Inc. v Chu*, 202 AD2d 180 [1994]; *Kally v Mount Sinai Hosp.*, 44 AD3d 1010 [2007]) [...] Since a decision to consolidate is addressed to the sound discretion of the trial court, where, as here, there are common questions of law and fact, Supreme Court did not

improvidently exercise that discretion (Best Price Jewelers.Com, Inc. v Internet Data Stor. & and Sys., Inc., 51 AD3d 839 [2008]).

Moreover, maintaining separate actions poses a risk of inconsistent verdicts concerning the status of the parties. Thus, Supreme Court did not abuse its discretion by removing the summary holdover proceeding and consolidating it with this action.

40. In Hae Sheng Wang v Pao-Mei Wang, 2012 NY Slip Op 05141 [96 AD3d 1005], yet another similar circumstance, the plaintiffs appealed, as limited by their brief, from so much of an order of the Supreme Court, Queens County denying those branches of their motion which were pursuant to CPLR 602 (b) to stay a proceeding entitled *Matter of Wang v Wang*, pending in the Civil Court, Queens County, under index No. 62479/09, to remove it to the Supreme Court, Queens County, and to consolidate it with the Supreme Court Matter.

41. Like in Kally and Murphy, *supra*, the Appellate Division Second Judicial Department held in Hae Sheng Wang that:

The plaintiffs' cause of action alleging breach of contract involves issues of law and fact in common with those in the holdover proceeding pending in the Civil Court, and most of the parties are the same. "Where common questions of law or fact exist, a motion to consolidate [pursuant to CPLR 602 (b)] should be granted absent a showing of prejudice to a substantial right by the party opposing the motion" (*Kally v Mount Sinai Hosp.*, 44 AD3d 1010, 1010 [2007]). The defendant did not make a showing that removal and consolidation would prejudice a substantial right. Therefore, those branches of the plaintiffs' motion which were to stay the holdover proceeding, to remove it to the Supreme Court, Queens County, and to consolidate it with this action should have been granted (*see* CPLR 602 [b]; *Kally v Mount Sinai Hosp.*, 44 AD3d at 1010-1011).

42. Additionally, when separate actions concerning the same subject matter have been instituted by the same parties in courts having concurrent jurisdiction, the court which first

obtains jurisdiction with adequate power to administer full justice should continue to exercise jurisdiction. See Colson v Pelgram, 182 N.E. 19 (NY 1932) *citing* Schuehle v. Reiman, 86 N.Y. 270; Garlock v. Vandevort, 128 N.Y. 374.

43. The reason for the rule is obvious. It is conducive to economy, and lack of friction between courts, saves labor and annoyance and leads to the orderly administration of justice.

44. There should be one action only to settle the rights of the parties, when all rights can be properly determined in a single action. (Erie Ry.Co. v. Ramsey, 45 N.Y. 637; Savage v. Allen, 54 N.Y. 458; Pond v. Harwood, 139 N.Y. 111.)

45. Therefore, for the foregoing reasons, and to save the time of the court, the parties and witnesses, for the convenience of all concerned and because the relief requested can result in no prejudice, the Second Summary Proceeding referenced herein should be consolidated under the herein caption.

### **CONCLUSION**

Accordingly, the within Motion must be granted in its entirety.

**WHEREFORE**, it is respectfully requested that this Court issue an Order:

- a) For a Preliminary Injunction;
- b) Pursuant to CPLR 602(b), removing summary proceeding entitled Harlem East LLC v. Nikia Nelson, et al., under Index No.: 069302/2017.; and consolidating that proceeding with the herein action; and
- c) For such other and further relief as to this Court seems just and proper.

To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the foregoing OSC/Motion, the papers upon which it is based, and the documents annexed thereto (if any), are not frivolous as defined in Part 130-1.1 of the Rules of the Chief Administrator of the Courts.

Dated: New York, New York  
August 20, 2017

A handwritten signature in black ink, appearing to read 'Ari Mor', written above a horizontal line.

Ari Mor, Esq.  
(Rule 130-1.1-a)

## **EXHIBIT 1**



## **EXHIBIT A**

# Fire Department New York Incident Report

## Amendments

Amended By 911098 - CHILDS CHRISTIAN G. 07/27/2013 11:09:19  
Lieutenant

## Incident Reviewed By

Reviewer 907088 - LENNON CHRISTOPHER J. Battalion Chief  
Date 10/04/2013

## Incident

Incident # 1-0548-0  
Status Closed  
Incident Date/Time 07/22/2013 15:45:20  
Incident Type 111 - Building fire  
Box# 1584  
Address 520 W 139 ST 66 6 Manhattan  
Apartment/Suite 66  
Floor 6  
Borough 1 - Manhattan  
Action Taken 11 - Extinguishment by fire service personnel  
Rescued (civilians) 0  
Evacuated (civilians) 20  
Property Use 429 - Multifamily dwelling

## Resources

### Unit Responsible for Report: BC16

Unit Type 92 - Chief officer car  
Action Taken 81 - Incident command  
Dispatch Date/Time 07/22/2013 15:46:08  
Enroute Date/Time 07/22/2013 15:48:56  
Arrival Date/Time 07/22/2013 15:51:06  
Cleared Date/Time 07/22/2013 21:25:03  
Unit Report By 907088 - LENNON CHRISTOPHER J. Battalion Chief  
Narrative Incident Narrative  
Incident number 07/22/2013-1-0548-0  
On Monday, July 22, 2013 at 15:45 hours the following units were  
dispatched to a report of a building fire. The incident location is street

Incident Report: 1-0548-0

**Unit Responsible for Report: BC16**

address 520 W 139 ST Apt. 66 Manhattan NY, 10031.

Primary incident actions taken are as follows:  
Actions taken - extinguished

The Times for Incident #07/22/2013-1-0548-0 are as follows:  
Signal: Time: By Order Of:  
10-75 15:48 E-80 Lt. Morrissey  
U.C. 21:00 D-6 DC Nichols  
Total Time of Incident - 17:59:10

Upon arrival Units operated as follows:

BC16 arrived at 15:51 hours and cleared at 21:25 hours.  
Actions taken - incident command, arrived at scene, heavy smoke and fire out 2 top floor windows. Requested extra engine and truck. Within minutes report of fire in the cockloft, transmitted 2nd alarm. Operated as incident command until arrival of D-6. Relieved B-14 as the fire floor sector, until relieved by B-3.

E080 arrived at 15:47 hours and cleared at 21:00 hours.  
Actions taken -

L028 arrived at 15:50 hours and cleared at 19:33 hours.  
Actions taken -

L023 was dispatched at 15:46 hours.  
Actions taken -

E037 arrived at 15:50 hours and cleared at 21:22 hours.  
Actions taken -

E069 arrived at 15:50 hours and cleared at 20:19 hours.  
Actions taken -

E041 arrived at 15:54 hours and cleared at 19:15 hours.  
Actions taken -

RS03 was dispatched at 15:47 hours and cleared at 18:27 hours.  
Actions taken -

BC14 arrived at 18:31 hours and cleared at 18:31 hours.  
Actions taken -

L040 arrived at 15:52 hours and cleared at 20:35 hours.  
Actions taken -

E059 was dispatched at 15:47 hours and cleared at 21:23 hours.  
Actions taken -

L030 arrived at 15:54 hours and cleared at 21:23 hours.  
Actions taken -

E084 arrived at 15:56 hours and cleared at 20:18 hours.  
Actions taken -

Incident Report: 1-0548-0

## Unit Responsible for Report: BC16

L023 arrived at 15:52 hours and cleared at 21:27 hours.  
Actions taken -

DC06 was dispatched at 15:53 hours and cleared at 20:31 hours.  
Actions taken -

E047 arrived at 16:00 hours and cleared at 20:34 hours.  
Actions taken -

RB01 arrived at 16:09 hours and cleared at 18:11 hours.  
Actions taken -

FC01 arrived at 16:27 hours and cleared at 19:19 hours.  
Actions taken -

SB01 arrived at 16:22 hours and cleared at 21:34 hours.  
Actions taken -

TS01 was dispatched at 15:55 hours and cleared at 22:17 hours.  
Actions taken -

RA01 arrived at 16:13 hours and cleared at 21:26 hours.  
Actions taken -

ST02 was dispatched at 15:55 hours and cleared at 19:56 hours.  
Actions taken -

BC13 arrived at 16:03 hours and cleared at 20:18 hours.  
Actions taken -

BC12 arrived at 16:04 hours and cleared at 19:38 hours.  
Actions taken -

L034 arrived at 16:00 hours and cleared at 18:46 hours.  
Actions taken -

E060 arrived at 16:02 hours and cleared at 20:14 hours.  
Actions taken -

E067 arrived at 16:00 hours and cleared at 20:16 hours.  
Actions taken -

E072 was dispatched at 15:57 hours and cleared at 15:59 hours.  
Actions taken -

E097 arrived at 16:22 hours and cleared at 19:52 hours.  
Actions taken -

CT01 was dispatched at 16:02 hours and cleared at 19:38 hours.  
Actions taken -

L014 arrived at 16:15 hours and cleared at 20:02 hours.  
Actions taken -

E093 was dispatched at 16:04 hours and cleared at 19:21 hours.

Incident Report: 1-0548-0

**Unit Responsible for Report: BC16**

Actions taken -

BC17 arrived at 16:16 hours and cleared at 19:09 hours.

Actions taken -

BC11 was dispatched at 16:04 hours and cleared at 19:43 hours.

Actions taken -

L026 was dispatched at 16:04 hours and cleared at 20:47 hours.

Actions taken -

E263 was dispatched at 16:04 hours and cleared at 16:15 hours.

Actions taken -

E076 was dispatched at 16:04 hours and cleared at 18:53 hours.

Actions taken -

E071 was dispatched at 16:04 hours and cleared at 20:49 hours.

Actions taken -

E091 was dispatched at 16:04 hours and cleared at 19:04 hours.

Actions taken -

MK01 was dispatched at 16:06 hours and cleared at 19:31 hours.

Actions taken -

E035 was dispatched at 16:07 hours and cleared at 20:05 hours.

Actions taken -

E083 arrived at 16:40 hours and cleared at 19:52 hours.

Actions taken - extinguished, extinguished or put under control, stretch 1 3/4" line and extinguish fire and assist engine company with stretching handline

BC26 was dispatched at 16:32 hours and cleared at 19:10 hours.

Actions taken -

IM01 was dispatched at 16:32 hours and cleared at 21:28 hours.

Actions taken -

L043 arrived at 16:33 hours and cleared at 19:00 hours.

Actions taken -

L055 arrived at 16:41 hours and cleared at 19:25 hours.

Actions taken -

E022 arrived at 16:45 hours and cleared at 20:32 hours.

Actions taken -

E092 arrived at 16:42 hours and cleared at 20:45 hours.

Actions taken -

E053 arrived at 16:42 hours and cleared at 20:35 hours.

Actions taken -

E262 was dispatched at 16:33 hours and cleared at 20:30 hours.

Incident Report: 1-0548-0

## Unit Responsible for Report: BC16

Actions taken -

L049 arrived at 17:06 hours and cleared at 20:31 hours.

Actions taken -

L045 arrived at 16:59 hours and cleared at 21:24 hours.

Actions taken -

E074 was dispatched at 16:56 hours and cleared at 19:38 hours.

Actions taken -

E042 was dispatched at 16:56 hours and cleared at 20:36 hours.

Actions taken -

E082 arrived at 17:10 hours and cleared at 21:00 hours.

Actions taken -

E043 arrived at 17:07 hours and cleared at 20:32 hours.

Actions taken -

L017 was dispatched at 16:57 hours and cleared at 20:29 hours.

Actions taken -

L048 arrived at 17:03 hours and cleared at 19:01 hours.

Actions taken -

BC10 arrived at 19:06 hours and cleared at 20:48 hours.

Actions taken -

BC03 arrived at 17:29 hours and cleared at 19:34 hours.

Actions taken -

L019 arrived at 17:27 hours and cleared at 19:54 hours.

Actions taken -

L031 arrived at 17:27 hours and cleared at 21:27 hours.

Actions taken -

L029 arrived at 18:03 hours and cleared at 20:10 hours.

Actions taken -

L044 arrived at 18:02 hours and cleared at 19:47 hours.

Actions taken -

RA04 was dispatched at 17:51 hours and cleared at 20:56 hours.

Actions taken -

L024 was dispatched at 18:50 hours and cleared at 20:24 hours.

Actions taken -

L025 arrived at 19:01 hours and cleared at 20:42 hours.

Actions taken -

E033 was dispatched at 18:52 hours and cleared at 20:33 hours.

Actions taken -

Incident Report: 1-0548-0

**Unit Responsible for Report: BC16**

E292 arrived at 19:04 hours and cleared at 20:32 hours.  
Actions taken -

TS02 was dispatched at 18:58 hours and cleared at 20:01 hours.  
Actions taken -

E073 arrived at 19:54 hours and cleared at 21:48 hours.  
Actions taken -

E005 was dispatched at 19:40 hours and cleared at 22:28 hours.  
Actions taken -

L003 arrived at 20:41 hours and cleared at 22:46 hours.  
Actions taken -

BC08 arrived at 20:23 hours and cleared at 21:54 hours.  
Actions taken -

E074 arrived at 21:14 hours and cleared at 00:36 hours.  
Actions taken -

E039 arrived at 21:27 hours and cleared at 00:29 hours.  
Actions taken -

L041 arrived at 21:26 hours and cleared at 00:44 hours.  
Actions taken -

BC18 arrived at 21:17 hours and cleared at 00:33 hours.  
Actions taken -

E001 arrived at 00:18 hours and cleared at 03:47 hours.  
Actions taken -

L004 arrived at 00:31 hours and cleared at 03:49 hours.  
Actions taken -

E008 was dispatched at 03:01 hours and cleared at 07:24 hours.  
Actions taken -

L020 arrived at 03:27 hours and cleared at 07:29 hours.  
Actions taken -

E016 arrived at 06:49 hours and cleared at 08:58 hours.  
Actions taken -

L009 arrived at 06:50 hours and cleared at 09:40 hours.  
Actions taken -

E016 was dispatched at 03:59 hours and cleared at 09:44 hours.  
Actions taken -

Reporting Member: 907038 CHRISTOPHER J LENNON  
Unit Responsible: BC16

Incident Report: 1-0548-0

Fire	
Residential Units	3
Buildings Involved	1
Cause of Ignition	5 - Cause under investigation
Case	10533
Area Of Origin	74 - Attic: vacant, crawl space above top story
Heat Source	UU - Undetermined
Item First Ignited	UU - Undetermined
Condition on Arrival	3 - Flame and Smoke Showing
Factor Contributing To Ignition1	UU - Undetermined
Suppression Factor1	100 - Building construction or design, other
Equipment Involved In Ignition	None
Mobile Property Involved	None
Structure	
Structure Type	1 - Enclosed building
Building Type	3 - Non-Fireproof Structure
Building Status	2 - In normal use
Floors Above Grade	6
Floors Belows Grade	1
Building Length	100
Building Width	100
Story of Fire Origin	6
Fire Spread	4 - Confined to building of origin
Building Type	3 - Non-Fireproof Structure
Stand Pipe System Present	No
Detector Presence	N - None present
AES Presence	N - None Present
Stories Minor Flame	0
Stories Significant Flame	0
Stories Heavy Flame	3
Stories Extreme Flame	0
Stories Minor Smoke	0
Stories Extreme Smoke	6
Stories Extreme Water	6



**EXHIBIT B**

07/21/2013 08:15

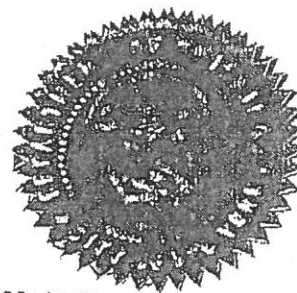
212-565-5261

CHIEF INSP. OFF.

PAGE 02/02



THE CITY OF NEW YORK  
DEPARTMENT OF BUILDINGS  
PEREMPTORY VACATE ORDER



ORDER No.: 87/2013

DATE: JULY 22, 2013

☐ PARTIAL☒ FULL

TO THE OWNERS, LESSEES, TENANTS &amp; OCCUPANTS of the structure located at

HOUSE No.: 520

STREET NAME: WEST 139TH STREET

BLOCK: 2070

LOT: 43

BOROUGH MANHATTAN

CITY OF NEW YORK.

Community Board District: 109

No of dwelling units vacated: 41

Pursuant to Sections 28-201.1 and 28-207.4 of the Administrative Code of the City of New York, it is hereby ordered that all persons occupying any part or parts of the structure located at

**ENTIRE**

VACATE such part(s) of the premises forthwith,

This order is issued because there is imminent danger to life or public safety or safety of the occupants or to property, in that

DUE TO FIRE AND FIRE FIGHTING OPERATIONS, 6TH FLOOR SUSTAINED STRUCTURAL DAMAGE THROUGHOUT WITH ROOF PARTIALLY COLLAPSED. REMAINING BUILDING SUSTAINED SMOKE AND WATER DAMAGE THROUGHOUT. DUE TO CURRENT CONDITIONS, ENTIRE PREMISES HAS BEEN RENDERED UNSAFE TO OCCUPY.

It is ORDERED that the aforesaid building or part thereof remain vacant and unoccupied until such time as the condition(s) giving rise to this vacate order have been corrected and the vacate order is rescinded. This is a peremptory order, essential to public safety.

Section 28-201.1 of the Administrative Code of the City of New York provides that:

It shall be unlawful to fail to comply with an order of the commissioner or to violate any order of the commissioner or to violate any order of the commissioner issued pursuant to this code, the 1968 building code, the zoning resolution or any law or rule enforced by the department.

Pursuant to Sections 28-202.1 and 28-203.1 of the Administrative Code of the City of New York, violation of laws or rules enforced by the department may be punishable by civil and criminal penalties.

It is requested that, in accordance with the provisions of Sections 28-207.2.1 and 28-207.4.2, and the provisions of the aforesaid sections of the Administrative Code of the City of New York, the Police Department of the City of New York, render every aid and assistance in the enforcement of this order.

New York City Department of Buildings  
Scott Pavan, R.A.

Deputy Borough Commissioner

For Borough Commissioner

Date

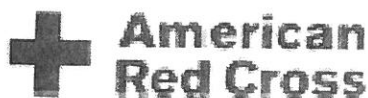
For Administrative Chief Construction Inspector/ Date

Issuing Unit: ERT (NIGHT)

☐ 1-2 Family, ☒ MD ☐ Comm./Manufacturing, ☐ Mixed Use, ☐ Vacant Lot/Community Garden/Park.

**NOTICE**

This vacate order may cause a debt and lien to be filed against the property pursuant to Sections 27-2144, 26-305, and/or 28-215.1 of the Administrative Code of the City of New York.



520 West 49<sup>th</sup> Street  
New York, NY 10019  
1-877-REDCROSS  
www.nyredcross.org

Date 7/23/13

To Whom It May Concern:

This is to verify that a fire occurred at 520 West 139th St, IR#14-189 on 7/22/13.

This letter is to introduce you to Nikia NELSON who was affected by the incident.

Any disaster related assistance you can provide to the above mentioned household would be greatly appreciated.

The best way to reach me is via e-mail at [tiara.youmans@redcross.org](mailto:tiara.youmans@redcross.org). I can be reached at (877) 733-2767 or (212) 875-2102.

Sincerely,

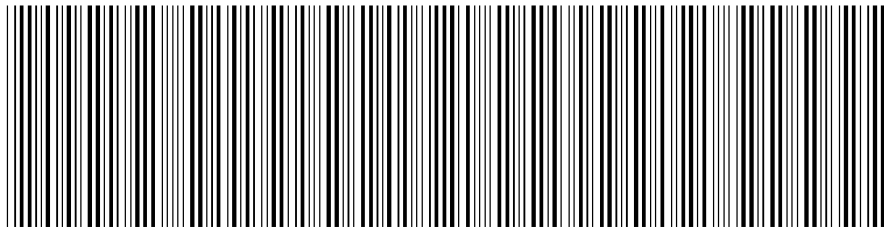
A handwritten signature in black ink, appearing to read "Tiara Youmans", written over a large, stylized, loopy flourish.

Tiara Youmans  
Caseworker, Client Services  
Emergency Services

## **EXHIBIT C**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


**2013091800975001002E7007**
**RECORDING AND ENDORSEMENT COVER PAGE**
**PAGE 1 OF 7**
**Document ID: 2013091800975001**
**Document Date: 09-11-2013**
**Preparation Date: 09-18-2013**
**Document Type: DEED**
**Document Page Count: 6**
**PRESENTER:**

LEX TERRAE, LTD / PICK UP/ELTON  
331 MADISON AVENUE  
9TH FL/M245515B(EW)  
NEW YORK, NY 10017  
212-599-1300  
NYCID@LEXTERRAE.COM

**RETURN TO:**

LEX TERRAE, LTD / PICK UP/ELTON  
331 MADISON AVENUE  
9TH FL/M245515B(EW)  
NEW YORK, NY 10017  
212-599-1300  
NYCID@LEXTERRAE.COM

				PROPERTY DATA	
Borough	Block	Lot	Unit	Address	
MANHATTAN	2070	43	Entire Lot	520 WEST 139TH STREET	
<b>Property Type: APARTMENT BUILDING</b>					

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**
**GRANTOR/SELLER:**

DHNY APT III LLC  
C/O HERITAGE REALTY LLC, 619 WEST 54TH  
STREET, SUITE 10A  
NEW YORK, NY 10019

**GRANTEE/BUYER:**

HARLEM EAST LLC  
25 ROBERT PITT DRIVE, SUITE 204  
MONSEY, NY 10952

**FEES AND TAXES**
**Mortgage :**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 67.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 250.00

NYC Real Property Transfer Tax:

\$ 159,863.97

NYS Real Estate Transfer Tax:

\$ 24,362.00

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**
**CITY OF NEW YORK**

Recorded/Filed 10-08-2013 15:53

City Register File No.(CRFN):

**2013000417346**


*Annette M. Hill*

**City Register Official Signature**

**BARGAIN AND SALE DEED WITHOUT COVENANT AGAINST GRANTOR'S ACTS**

---

**DHNY APT III LLC,**  
a Delaware limited liability company

TO

**HARLEM EAST LLC,**  
a New York limited liability company

ADDRESS: 520 West 139<sup>th</sup> Street, New York, New York

*M245515 B1*

BLOCK: 2070

LOT: 43

COUNTY: New York

RETURN BY MAIL TO:

~~King & Spalding LLP~~  
~~1185 Avenue of the Americas~~  
~~New York, New York 10036~~  
Attention: Andrew H. Charles

*David Schreiber Esq.*  
*306 Fearsell Ave #1*  
*Cedarhurst NY*  
*11516*

**BARGAIN AND SALE DEED WITHOUT COVENANT AGAINST GRANTOR'S ACTS,**  
made as of the 11 day of September, 2013

**BETWEEN DHNY APT III LLC**, a Delaware limited liability company with offices at c/o Heritage Realty LLC, 619 West 54th Street, Suite 10A, New York, New York 10019 (the "**Grantor**"), and **HARLEM EAST LLC**, a New York limited liability company with offices at 25 Robert Pitt Drive, Suite 204, Monsey, New York 10952 (the "**Grantee**"),

**WITNESSETH**, that the Grantor, in consideration of ten dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Manhattan and County of New York, State of New York, more commonly known as 520 West 139<sup>th</sup> Street, and more particularly described on Schedule A attached hereto and hereby made part hereof, being and intended to be the same premises described in the deed to Grantor recorded in CRFN 2012000382682;

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**[Signatures follow immediately]**

**IN WITNESS WHEREOF**, the Grantor has duly executed this deed the day and year first above written.

**IN PRESENCE OF:**

**GRANTOR:**

**DHNY APT III LLC,**  
a Delaware limited liability company

By: DG UWS SUB LLC,  
a Delaware limited liability company, its sole member

By: DG UWS LLC,  
a Delaware limited liability company, its sole member

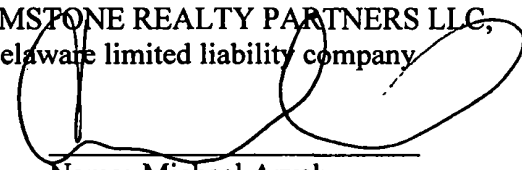
By: DREF II UWS LLC,  
a Delaware limited liability company

By: Dune Real Estate Fund II LP,  
a Delaware limited partnership,  
its Managing Member

By: Dune Real Estate Partners II  
LLC, a Delaware limited  
liability company, its General Partner

By:   
Name: Russell Gimelstob  
Title: Executive Vice President

By: GEMSTONE REALTY PARTNERS LLC,  
a Delaware limited liability company

By:   
Name: Michael Aryeh  
Title: Managing Member



STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF NEW YORK    )

On the 11 day of September, in the year 2013, before me, the undersigned, personally appeared Russell Gimelstob, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

MICHAEL SHERMAN  
Notary Public, State of New York  
No. 02SH6163242  
Qualified in New York County  
Commission Expires May 20, 2015

**SEAL**

STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF NEW YORK    )

On the 11 day of September, in the year 2013, before me, the undersigned, personally appeared Michael Aryeh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Brian Newman  
Notary Public, State of New York  
No. 01NE6182776  
Qualified in Nassau County  
My Commission Expires 03/03/2016

**SEAL**

**SCHEDULE A TO DEED**

**LEGAL DESCRIPTION**

**520 WEST 139TH STREET, NEW YORK, NEW YORK**

**BLOCK 2070 LOT 43:**

**ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, COUNTY, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF WEST 139TH STREET, WHICH IS DISTANT 250 FEET WESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF WEST 139TH STREET WITH THE WESTERLY SIDE OF AMSTERDAM AVENUE;**

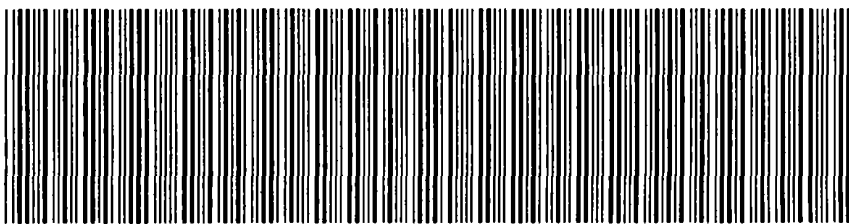
**RUNNING THENCE SOUTHERLY PARALLEL WITH AMSTERDAM AVENUE, 99 FEET 11 INCHES TO THE CENTER LINE OF THE BLOCK;**

**THENCE WESTERLY ALONG THE CENTER LINE OF THE BLOCK AND PARALLEL WITH THE SOUTHERLY SIDE OF WEST 139TH STREET, 100 FEET;**

**THENCE NORTHERLY AND AGAIN PARALLEL WITH AMSTERDAM AVENUE, 99 FEET 11 INCHES TO THE SOUTHERLY SIDE OF WEST 139TH STREET;**

**THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WEST 139TH STREET, 100 FEET TO THE POINT OF BEGINNING.**

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2013091800975001002SBE86

## SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2013091800975001

Document Date: 09-11-2013

Preparation Date: 09-18-2013

Document Type: DEED

ASSOCIATED TAX FORM ID: 2013082700202

## SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count

1



**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

**BUYER****BUYER'S ATTORNEY**

BUYER SIGNATURE 25 ROBERT PITT DRIVE SUITE 204		DATE	LAST NAME		FIRST NAME
STREET NUMBER MONSEY	STREET NAME (AFTER SALE)	AREA CODE	TELEPHONE NUMBER		
CITY OR TOWN		STATE NY	ZIP CODE 10952	<b>SELLER</b>	
		SELLER SIGNATURE		DATE	

2013082700202201

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

**BUYER****BUYER'S ATTORNEY**

BUYER SIGNATURE 25 ROBERT PITT DRIVE SUITE 204		DATE	LAST NAME		FIRST NAME
STREET NUMBER MONSEY	STREET NAME (AFTER SALE)	AREA CODE	TELEPHONE NUMBER SELLER		
CITY OR TOWN	STATE NY	ZIP CODE 10952	SELLER SIGNATURE		DATE

2013082700202201

## **EXHIBIT D**



3 atty

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART B

<p>-----X</p> <p>ANGIE VARGAS, ET AL.,</p> <p>Petitioners,</p> <p>- against -</p> <p>HARLEM EAST LLC</p> <p>Respondent-Landlord,</p> <p>- &amp; -</p>	<p><b>Index No. HP 1599/2013</b></p> <p>CONSENT ORDER</p>
<p>DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT (DHPD),</p> <p>Respondent-DHPD,</p> <p>- &amp; -</p> <p>DEPARTMENT OF BUILDINGS (DOB)</p> <p>Respondent-DOB.</p> <p>-----X</p>	


It is hereby stipulated and agreed as follows:

1. Respondent-Landlord, as defined by the Housing Maintenance Code of the City of New York and the Multiple Dwelling Law of the State of New York is the owner of 518-520 West 139<sup>th</sup> Street, New York, NY 10031 ("premises").
2. Respondent-Landlord, its agents, successors, assignees and employees shall correct all the violations listed in the Violation Summary Report dated January 16, 2014 and all conditions at the premises listed in the HPD Order to Repair/Vacate Order which took effect on August 13, 2013 and the DOB Vacate Order dated July 29, 2013 by April 30, 2015.
3. Respondent-Landlord and DHPD represent that pursuant to the DHPD initiated case under Index No.:2043/2013, parties have entered into a Consent Agreement and

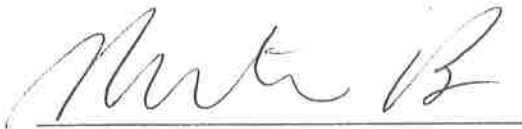
attach a Schedule A which details a specific schedule of repairs for the premises. This Schedule A shall be incorporated herein and shall be made a part of the instant stipulation.

4. Within the period to correct in paragraph 2, above, Respondent-Landlord shall meet the deadlines contained in the Schedule A to be attached to the Consent Order under Index Number 2043/2013. Respondent-Landlord must proceed with due diligence to repair the work within the time period set forth in Paragraph 2 and the Schedule A, incorporated herein.
5. Upon completion of the work set forth in Paragraph 2, each Petitioner and their occupants will be restored to possession of their respective apartments.
6. Respondent-Landlord shall furnish reports to Petitioners and HPD every 4 weeks detailing the progress of repairs to date and the planned work for the ensuing 4 week period, until such time as all the violations are corrected. Reports shall be sent to the following email addresses: [srahman@urbanjustice.org](mailto:srahman@urbanjustice.org), [bassm@hpd.nyc.gov](mailto:bassm@hpd.nyc.gov), [thomasef@hpd.nyc.gov](mailto:thomasef@hpd.nyc.gov).
7. In the event that Petitioners would like clarification of the progress report or some additional information, Respondent-Landlord agrees to meet with tenants within two weeks of receiving a written request. Such request shall be made between parties' attorneys. If necessary, Respondent-Landlord will have an architect, engineer or contractor available at such meeting.
8. During the time period set forth in Paragraph 2, Respondent-Landlord will not alter the layout nor change/move the perimeter walls. The square footage of each apartment will stay the same as it was prior to the July 22, 2013 fire.

9. Petitioners reserve their right to seek any and all relief and remedies pursuant to law, including the right to restore this action to the court's calendar for noncompliance at any stage of the deadlines set forth in the Schedule A.
10. Petitioners reserve their right to seek civil and criminal contempt if there is any default in performance of any of the terms hereunder.
11. Petitioners reserve their right to seek civil penalties on all violations listed in the Violations Summary Report dated January 23, 2014 limited to those penalties, which have not already been recovered by HPD.
12. The Court shall retain continuing jurisdiction over this matter, HP# 1599/2013, regarding the subject premises.



*Attorney for Petitioners*  
Sadia Rahman, of Counsel  
Harvey Epstein, Esq.  
Urban Justice Center  
123 William St., 16<sup>th</sup> Fl.  
New York, NY 10038  
(646) 459-3016



*Attorney for Respondent-HPD & DOB*  
Martine Bass, of Counsel,  
Deborah Rand, Esq.  
DHPD-Housing Litigation Div.  
100 Gold Street, 6<sup>th</sup> Fl.  
New York, NY 10038  
(212) 863-5532



*Attorney for Respondent-Landlord*  
Michael Cohen  
Green & Cohen, P.C.  
319 East 91<sup>st</sup> Street  
New York, NY 10128  
(212) 831-4400

Dated:

SO ORDERED: \_\_\_\_\_

  
Hon. Sabrina Kraus  
JUDGE, HOUSING PART B



Phase 1 due to the cold weather work might be slowing down. Phase 1 to be four months (by April 30, 2014)

Article I: Demolition and Cleanup and

- 1.1 Remove all existing walls (exterior and interior load bearing wall) and floors from 5<sup>th</sup> floor/6<sup>th</sup> floor joist junction upward beginning with the south end of the inner courtyard wall extending around until the south west corner junction. Remove sufficient wall from the west wall for north wall tie in. Weld and tie in  $\frac{3}{4}$ " steel angle from west wall to north wall.
- 1.2 Remove all existing beams damaged by fire and prepare for new construction
- 1.3 Remove all sub flooring from 6th floor. Level to the joist using 2"x8" sistered to the joists. Lay  $\frac{3}{4}$ " CDX subfloor
- 1.4 replace 17 damaged beams between 5th and 6<sup>th</sup> floor using 3"x 12" Doug Fir #2. Cement new beams in place.
- 1.5 All demolition work as per plans
- 1.6 Remove existing rubber roof replace sub plywood as necessary using  $\frac{3}{4}$ " CDX.

1.7 Remove existing parapet wall from south junction of inner courtyard (including chimney) extending the northwest circumference of the building and terminating at the elevator tower. Demolition shall be down to the window lintels. Parapet to be rebuilt as either of the following: (a) reinforced 12"x8" CMU (75% solid) with anchored brick veneer or (b) reinforced 12" X 8" CMU (75% solid), sealed with cement then Thorocoat and a layer of Aluminum flashing along the outward facing side of the parapet extending from the insert of bullnose coping to the window lintels.

Replace window lintils using steel angles/ C-channels and  
Install windows on 6<sup>th</sup> floor

1.8 install new skylight on top of bulkhead Install Aluminum flashing covering the entire surface area of the bulkhead.

1.9 installs all new 3x12 Douglas fir #2 from the north wall to the south wall of the west wing of the building. Joists to run east west at prior elevation centering on the interior load bearing wall.

1.10 Interior load bearing wall to be rebuilt using doublewide 75% solid block reinforced with rebar embedded in lower layer of brick epoxied in place.

1.11 Fabricate W12x22 Steel beam anchored from the interior load bearing wall to the north wall. Joists to meet at the steel beam. TCO's to be welded in place. Pending engineer opinion, weld in place ½" 45 degree directional steel angles from interior load bearing wall to northwest and northeast wall junctions of west wing.

## **Article 2: Roof And structural Steel**

2.1 Rebuilt brick veneer to match existing anchored into cmu

2.2 New 12" by 8" thick. Concrete block 75% solid reinforced with #4 bars @24" o.c and Dura wall @ 16" o.c as backup to veneer.

2.3 All joists to be 3x12 Douglas fir #2. Install 2 layers of ¾ cdx plywood atop newly framed cockloft as roof subflooring

- 2.4 Build- up roof cockloft to existing slope with sheered 2x6 anchored on top of the 3x12 joists.
- 2.5 Replace coping to match existing using clay bullnose coping. Replace coping as necessary on east wing.
- 2.6 fabricate all steel for roof support: front and rear section – W12 x22 with welded TCOs.
- 2.7 Provide and install new roofing insulation. Install double layer heat applied rubber roof APP70 or equivalent. Rolled rubber to terminate 6" above the roof bed on all walls, chimney, bulkhead etc. Roofing edge to be anchored to parapet using concrete anchored termination bars.
- 2.8 Provide and install aluminum flashing on all parapet walls, chimney. Flashing to begin at coping junction and to extend to roof bed. All seems to be sealed using waterproofing agent/silicone/or equivalent.
- 2.9 Provide and install all concrete precast stone to match existing.
- 2.10 Provide all water proofing as required, completely seal and thorocoat interior parapet wall.
- 2.11 Provide and install all steel angles for windows
- 2.12 finish and water proof face of parapet wall to match existing
- 2.13 Fabricate and install fence at East wing north wall.

Note

**All structural work to be approved by license engineer**

**For final work**

**-All work to be performed in accordance with OSHA standards**

**-Contractor to maintain at least one member on site at all times with a minimum of OSHA 10.**

Phase 2. 14 months with all structural workARTICLE 1: BEAMS AND PLYWOOD

by APRIL 30, 2014

Replacing of all defective structural beams throughout the building.  
All replacement beams to be 3'x10' Douglas fir.  
All beam supports and beam hangers must be to New York City Code.  
All floors to be re leveled with installation of beams.  
CDX ¾" plywood to be installed throughout building.

ARTICLE 2: STAIRCASE and Hallways

by APRIL 30, 2014

All marble stairs must be reinforced properly, Replace all damage marble steps  
Provide and apply new paint throughout hallways and staircases  
Provide and install new carbon monoxide and smoke detectors in all common areas  
Provide and install new light fixtures in hallways and common areas  
Provide and install new mailboxes in lobbies of all buildings

ARTICLE 3: FRAMING AND LAYOUT

From APRIL 30, 2014 to August 30, 2014

New framing and construction according to layout on blueprints approved by Owner and Department of Buildings.  
All framing must be completed using 20 gauge metal studs.  
Dividing walls between hallways and apartments to be constructed according to Two-Hour Fire-Rating.  
All framed walls to be supported properly according to New York City code.

ARTICLE 4: WINDOWS

by June 30, 2014

Installation of all new windows throughout the building, brick to brick.  
Windows to be double-hung solid aluminum windows.

Throughout building  
on the fire side  
23 apartments

ARTICLE 5: PLUMBING AND HEATING

Installation of all new risers from basement to apartments. — west side  
Installation of new sewer lines and vent lines for all apartments.  
Supplying and installation of heating systems for all apartments.  
Heating system to be furnished by hot water. — new boiler will be supplied.  
Supplying and installation of new plumbing for: kitchen, bathroom and heating system.  
Existing boiler in the basement to remain

6/30/14  
10/24/14

**ARTICLE 6: PLUMBING FIXTURES**

Supply and install new shower buddy.

Supply and install new bathtubs

Supply and install new faucets.

Supply and install new sink & cabinets.

Supply and install new toilet.

Supply and install new medicine cabinet.

by 10/15/14

**ARTICLE 7: ELECTRICAL WORK**

Each apartment to have an 80 amp electrical panel.

General contractor will provide light at the roof, front of building and all common areas.

All electrical work will be completed according to New York City code and regulations.

by 10/31/14

**ARTICLE 8: IT CABLES AND INTERCOM**

General contractor will provide and install IT cables in each apartment.

General contractor will provide and install intercom system in each apartment, main panel of which will be located at the front of the building.

shu  
by 10/31/14

**ARTICLE 9: ELECTRICAL FIXTURES**

General contractor will provide and install electrical fixtures throughout every apartment.

Light fixtures to be installed in the hallways of every floor.

General contractor will provide and install electrical fixtures on the roof, at rear yard, and in front of the building.

General contractor will provide and install all exit signs, smoke detectors and carbon monoxide detectors as required according to New York City code.

and  
shu

by 4/30/15

**ARTICLE 10: SHEETROCK AND WATER RESISTANT SHEETROCK**

Installation to be using 5/8" sheetrock throughout every apartment, walls and ceilings.

All dividing walls between hallways and apartments must have two layers of 5/8" sheetrock.

All dividing walls must have Two-Hour Fire-Rated sheetrock between beams.

All bathrooms will have water resistant sheetrock.

Staircases and common areas will have Two-Hour Fire-Rated sheetrock installed.

All corners to have solid corner beads.

All sheetrock installed adjacent to brick walls must have J-bead aluminum stripe.

by 1/31/15



**ARTICLE 11: PLASTERING AND TAPING**

by 4/30/15

General contractor to cover all walls and ceilings with three coats of taping with USG compound.

All taping will be mixed with Plaster of Paris to prevent any cracks or deflections.

Walls to be taped properly and made ready for priming.

**ARTICLE 12: PRIMING AND PAINTING**

by 4/30/15

All walls and ceilings must be primed properly, ready for painting.

Each apartment will be painted with two colors, one for the ceilings and one for the walls. Colors to be chosen by Owner.

Doors and moldings to be painted with white semi-gloss finish.

All hallways and common areas are to be painted with two colors, one for the ceiling and one for the walls. Colors to be chosen by Owner.

**ARTICLE 13: CERAMIC TILES AND BATHROOM**

by 4/30/15

General contractor will provide and install ceramic tiles for walls and floors.

General contractor will provide and install bathroom accessories such as towel bar, toilet paper holder and soap dish.

**ARTICLE 14: WOOD FLOORING**

General contractor will provide and install new wood flooring throughout all apartments.

Wood flooring to be prefinished 5" wide.

by 4/30/15

**ARTICLE 15: KITCHEN CABINETS**

General contractor will provide and install top and bottom kitchen cabinets.

General contractor will provide and install stone countertops in every kitchen.

General contractor will provide and install ceramic tiles for backsplash.

by 4/30/15

**ARTICLE 16: APPLIANCES**

General contractor will provide and install all appliances for every apartment.

All appliances to be Kenmore stainless steel.

by 4/30/15

**ARTICLE 17: DOORS AND MOLDINGS**

General contractor will provide and install all doors and moldings.

All doors to be Shaker doors, single panels,

All moldings to be 1x4" around doors and 1x6" for base moldings.

General contractor will provide and install all apartment entrance metal doors.

Apartment entrance doors to be 7' high, 1-1/2 hour fire rated according to New York City Code.

General contractor will provide and install all hardware on doors.

by 4/30/15

**ARTICLE 18: LOBBY**

General contractor to construct new floors, walls and ceilings in lobby.

General contractor to coordinate design and color with Owner and designer according to and within budget.

General contractor to supply and install new building entrance doors.

by 4/30/15

**ARTICLE 19: MECHANICAL AND VENTILATION**

Install new ventilation system for kitchens according to drawing.

Install new ventilation system for bathrooms according to drawing.

All ventilation systems must be properly installed and covered by fire rated walls.

All exhaust fans to be installed on the roof.

All ventilation systems to be installed with fire dumpers according to New York City Code.

by 4/30/15

**ARTICLE 20: New Elevator**

Replace all elevator system

Install new elevator according New York City Code.

Reconstruct Two-Hour Fire-Rated walls throughout elevator shaft.

by 4/30/15

## **EXHIBIT E**

Printed from StreetEasy.com at 02:42 PM, Jul 18 2015



520 W 139th #34

↑ **\$2,250** FOR RENT

2 beds | 1 bath

Condo in [Hamilton Heights](#)

## LISTING FACTS

### LISTING AVAILABILITY

Available now

### LAST PRICE CHANGE

↑ 10.0% 11 days ago by \$250

### DAYS ON MARKET

17 days on StreetEasy

### RENTER'S CHECKLIST

[Show printable checklist](#)

[Renting? Check your credit score first.](#) [↗](#)

### LISTED AT:

Icon Realty Group

[Joel Levin](#)

## DESCRIPTION

For more info or to view Call/Text Joel at: 646-883-5524

Right of Amsterdam ave!!

Brand new on the market!!!!!!

PICTURES OF ACTUAL APARTMENT

Humongous King Sized Bedrooms

High Ceilings

NYSCEF DOC. NO. 5

RECEIVED NYSCEF: 08/20/2017

Lots of closets  
Hardwood floors  
Heat & Hot water included!  
Lots Of Sun!  
Friendly Live In Super!

For more info or to view Call/Text Joel at: 646-883-5524

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## AMENITIES

### BUILDING AMENITIES

Elevator

### RENTAL

Guarantors Accepted

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## BUILDING

[518 West 139th Street](#) New York, NY 10031

Rental Unit in [Hamilton Heights](#)

42 units | 6 stories | Built in 1910

RENTALS LISTINGS: [8 active and 4 previous](#)

DOCUMENTS AND PERMITS: [12 documents](#)

[MORE ABOUT THE BUILDING](#)

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## PRICE HISTORY

07/01/2015	Listed by Icon Realty Group	\$1,925
07/06/2015	Price increased by 4%	↑ \$2,000
07/07/2015	Price increased by 13%	↑ \$2,250

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## HOME SERVICES

**Unleash The Savings:** : Up to 55% off + Extra 20-50% off Dog Days of Deals  
[www.overstock.com](http://www.overstock.com) [↗](#)



**NEARBY****TRANSPORTATION****Subways**

- 1 at 137th St **0.2 miles**
- A C B D at 145th St **0.4 miles**
- B C at 135th St **0.4 miles**
- 3 at 148th St **0.8 miles**
- 2 3 at 135th St **0.8 miles**

[View subway lines on Google Maps](#) ▶

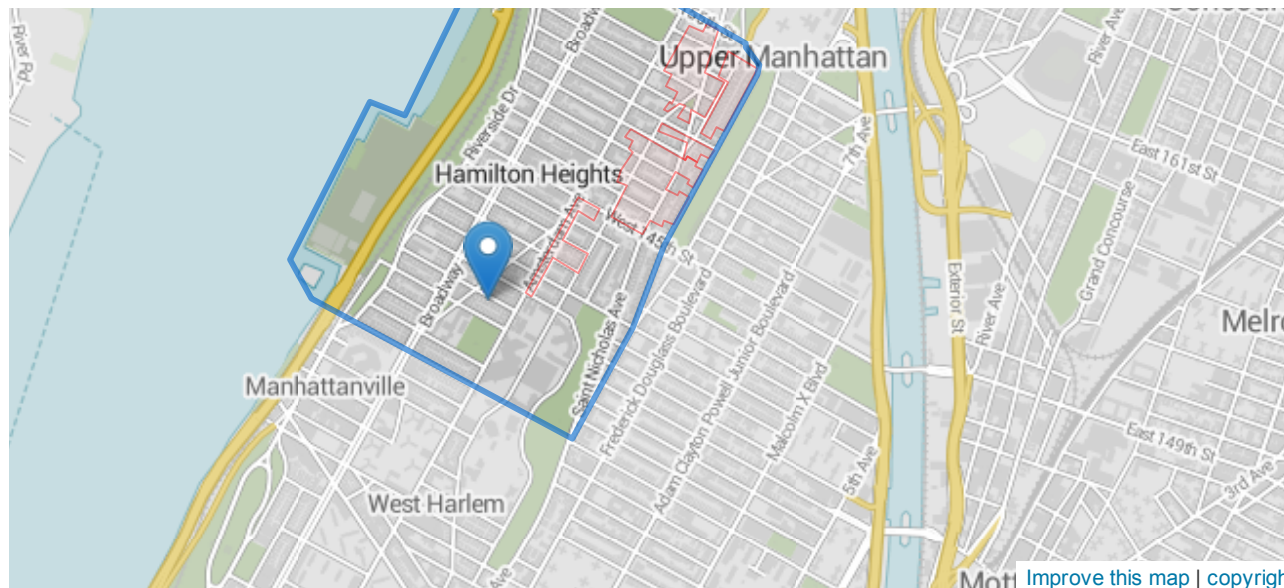
**SCHOOLS ⓘ**

**District 6** - Schools zoned for this address:

[JHS 164 Edward W Stitt](#) (6-8)

[PS 192 Jacob H Schiff](#) (K-6)

[PS 325](#) (K-6)



[VIEW ON GOOGLE](#)

**EXHIBIT F**

Civil Court of the City of New York  
County of New York  
Part: Part B - HP/HPD, Room: 1166  
Date: July 14, 2015



Index #: LT-001599-13/NY  
Motion Seq #: 2

### Decision/Order

VARGAS, ET AL ANGIE  
Petitioner(s)

Present: Cheryl J. Gonzales  
Judge

-against-  
HARLEM EAST LLC; GROUP OF TENANTS, LIST ATTACHED TO FILE;  
GEMSTONE PROPERTY MANAGEMENT LLC; MICHAEL ARYEH; DAVID  
STERN; BRIAN NEWMAN; DHPD; DOB; NYC OEM  
Respondent(s)

Recitation, as required by CPLR 2219(A), of the papers considered in the review of this OSC for:  
Contempt

#### PAPERS

#### NUMBERED

Notice of Motion and Affidavits Annexed  
Order to Show Cause and Affidavits Annexed  
Answering Affidavits  
Replying Affidavits  
Exhibits  
Stipulations  
Other \_\_\_\_\_


Upon the foregoing cited papers, the Decision/Order in this Motion is as follows:

*After argument, respondent is directed to comply with paragraph 5 of the Consent Order and provide keys to all petitioners on or before the close of business on 7/16/15. Respondents represent that the mailboxes will be functional on or before 7/17/15 and gas service will be restored on or before 7/24/15. This matter is adjourned to 7/24/15.*

Date: 7/14/15

HON. CHERYL J. GONZALES

Judge, Civil/Housing Court

Generated: July 1, 2015



## **EXHIBIT G**

CIVIL COURT OF THE CITY OF NEW YORK  
NEW YORK COUNTY: HOUSING PART B

-----X  
ANGIE VARGAS, et al.

Petitioners

Index No. HP 1599/2013

STIPULATION OF  
SETTLEMENT

- against -

HARLEM EAST LLC, et al.

Premises: 518-520 West 139<sup>th</sup> St.  
New York, NY 10031

Respondents

- and -

DHPD

Co-Respondents

-----X

WHEREAS, ANGIE VARGAS, RAMONA HERRERA, HILARIA  
ANDERSON, JACINTA VELASQUEZ, FRANKLIN CALLES, LEONOR  
MELENDRES, DARLENE NNANYELUGOH, ELIZABETH VARGAS, MARTIZA  
ESCOBAR, LUCY PEREZ, GLADIS VARGAS, FRANCIA ORTIZ, NIKIA  
NELSON, HILDA HERNANDEZ, ANACOANA CEDANO, ANA BAEZ, RAFAEL  
PEREZ, OLGA ANDERSON, HIUBERT CASTELLON, CINTHIA CEDENO,  
MATTHEW PAYNE, JACINTA JIMENEZ, ISABEL DIAZ, STEVEN DIAZ, OSCAR  
ZULUAGA, ALBANIA DEJESUS, VIRGINIA LAND, CARMEN TIREO, AGAPITA  
CEDENO, NATHANAEL SHELLEY, ESTELA DOMINGUEZ, GLADYS  
CABRERA, OFELIA CRUZ ALCANTARA, KIRSTIE RODRIGUEZ, are Petitioners  
of the premises known as 518-520 West 139<sup>th</sup> Street (hereinafter the "Building");

WHEREAS, TINIO & ZOILA HERNANDEZ (Apt. 1) and LIZA & MANUEL VAZQUEZ (Apt. 64) are Additional Petitioners in the Building (hereinafter "Additional Petitioners") who hereby join in this proceeding as of the date of the execution of this Stipulation of Settlement ("Stipulation") for the purpose of joining in this Stipulation and being bound by all of the terms, conditions and obligations set forth herein with respect to them; and

WHEREAS, Petitioners appeared by and are represented by the Urban Justice Center, Stephanie Rudolph, Esq., and Sadia Rahman, Esq., 123 Williams St., 16<sup>th</sup> Floor, New York, New York 10038;

WHEREAS, the initial case (HP No. 1599/13) was filed against Respondent-Owners DHNY APT111 LLC, GEMSTONE PROPERTY MANAGEMENT LLC, MICHAEL ARYEH, DAVID STERN, and BRIAN NEWMAN

WHEREAS, Respondents-Owners HARLEM EAST LLC, SHANNON DOHERTY, & MICHAEL SWEICA were substituted in as owners and landlords of the Building pursuant to a stipulation signed on September 19, 2013;

WHEREAS, Respondents JESSE ATIAS, ANGEL FABIAN, AND U.S. REALTY CORP are currently listed as the head officer, officer, and managing agent respectively of the Subject Premises and consent to being added as Respondents;

WHEREAS, Respondents HARLEM EAST LLC, SHANNON DOHERTY, MICHAEL SWEICA, JESSE ATIAS, ANGEL FABIAN, AND U.S. REALTY CORP (hereinafter collectively "Respondents") have appeared by, and are represented by, Green & Cohen, P.C. 319 East 91<sup>st</sup> Street #B New York, NY 10128;

WHEREAS, Co-Respondent **Department of Housing Preservation and Development** (hereinafter "HPD") has appeared by and is represented by Martine Bass, Esq. and Lynette Parke, Esq. of the HPD Housing Litigation Division;

WHEREAS, Respondent **Department of Buildings** (hereinafter "DOB") and Office of Emergency Services ("OEM") have appeared by, and is represented by, Martine Bass, Esq.;

WHEREAS, Petitioners brought the instant HP action (HP No. 1599/13) due to a fire that occurred on July 22, 2013, causing HPD and the DOB to place a full vacate orders on the Building;

WHEREAS, there was no gas service at the building between the day of the fire (July 22, 2015) and there after until the afternoon of November 15, 2015;

WHEREAS, violations were issued against the Building by HPD as per the violation report dated August 21, 2015 (hereinafter the "HPD Violations") annexed hereto as **Exhibit "A"**;

WHEREAS, violations were issued against the Building by DOB as per the violation report dated July 27, 2015 (hereinafter the "DOB Violations") annexed hereto as **Exhibit "B"**;

WHEREAS, a violation was issued against the Building by DOHMH as per the violation report dated July 24, 2015 (hereinafter the "DOHMH Violations") annexed hereto as **Exhibit "C"**;

WHEREAS, the Petitioners and Respondents entered into a Consent Order dated January 24, 2014 (the "Consent Order"), a copy of which is annexed

hereto as Exhibit "D" in which Respondents agreed to eliminate the fire damage, rehabilitate the building as stipulated to in the Consent Order, and return Petitioners and their occupants to the Building by April 30, 2015;

**WHEREAS**, the January 24, 2014 consent order provided for the full replacement of the current elevator with a completely new elevator at the Subject Premises. At this time, the elevator has not yet been replaced and the Respondents shall replace it with a completely new elevator;

**WHEREAS**, all terms and conditions of the January 24, 2014 Consent Order are hereby incorporated into this stipulation of settlement;

**WHEREAS**, the Petitioners filed an OSC for contempt on March 3, 2015 for Respondents' alleged failure to meet benchmarks laid out in the January 24, 2014 Consent Order;

**WHEREAS**, the Petitioners filed a second contempt motion on June 22, 2015 regarding Respondents' failure to timely return Petitioners and their occupants to their apartments, and for Respondents' alleged failure to rehabilitate the building as outlined by January 24, 2014 Order;

**WHEREAS**, the Petitioners filed a third OSC for contempt on July 9, 2015 for Respondents' failure to provide Petitioners and their occupants with keys to the Building and their apartments;

**WHEREAS**, Petitioners' third OSC of July 9, 2015 for contempt has since been resolved;

**WHEREAS**, the Parties hereto are desirous of settling the instant HP Proceeding with the exception of the reconfiguration claims, including the two

Contempt OSCs of March 3, 2015 and June 22, 2015, and entering into a comprehensive settlement between the parties with respect to Index No. HP 1599/13;

**WHEREAS** any abatements or payments accepted by Petitioners pursuant to the terms of this Stipulation will not prejudice any of the Petitioners' rights to prosecute a rent overcharge complaint against Respondents in any forum with jurisdiction to hear such a complaint;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged;

**IT IS HEREBY STIPULATED AND AGREED** between the Petitioners and Respondents to the instant HP proceeding, that HP 1599/13 except for reconfiguration claims (see ¶ 27)) as of the date of this Stipulation are hereby settled as follows:

1. The recital paragraphs set forth above are hereby fully and completely incorporated into this Stipulation as if fully set forth herein.

**Services Abatement/Credit/Stipend for Petitioners:**

2. Respondents agree to provide Petitioners living on the East Side (lines 1, 2, 3) of the Building a full rent abatement (100%) in the amount of 5.5 months beginning on the dates that follow:

Apt	Date
Apt 1	October 15, 2015
Apt 2	5.5 months after the elevator is fully replaced (see ¶ 23(f) below)
Apt 3	When Section-8 approves the transfer and restoration of voucher (See ¶ 4 below)
Apt 21	July 1, 2015
Apt 31	When Section-8 approves the transfer and restoration of

	voucher (See ¶ 4 below)
Apt 33	July 1, 2015
Apt 41	When Section-8 approves the transfer and restoration of voucher (See ¶ 4 below)
Apt 43	July 15, 2015
Apt 52	September 15, 2015
Apt 53	September 15, 2015
Apt 61	September 1, 2015
Apt 63	September 1, 2015

3. Respondents agree to provide Petitioners living on the West Side of the Building (lines 4, 5, 6, 7) a full rent abatement in the amount 3 months beginning on the dates that follow:

Apt	Date
Apt 4	August 1, 2015
Apt 5	When Section-8 approves the transfer and restoration of voucher. (See ¶ 4 below).
Apt 6	July 1, 2015
Apt 25	August 1, 2015
Apt 26	August 1, 2015
Apt 27	August 1, 2015
Apt 34	August 15, 2015
Apt 35	July 1, 2015
Apt 36	July 1, 2015
Apt 37	July 1, 2015
Apt 45	July 1, 2015
Apt 47	July 1, 2015
Apt 55	July 1, 2015
Apt 56	July 1, 2015
Apt 64	July 1, 2015
Apt 65	July 16, 2015
Apt 66	July 1, 2015

4. For Petitioners and their Occupants receiving a Section-8 rental subsidy, the abatement will commence the first full month after the administering agency (e.g. NYCHA, HPD, DHCR) has determined the subject apartment meets the Housing Quality Standards (HQS) and has restored the Section 8 voucher.

These Petitioners agree to comply with the Section-8 administering agency's policies and procedures necessary for restoration of their Section 8 voucher. Specifically, Apartments on the East Side (line 1, 2, 3) will receive a 5.5 month rent abatement beginning the first month after the administering agency has restored the voucher. Apartments on the West Side (Lines 4, 5, 6, 7) will receive a 3 month abatement beginning the first month after the administering agency has restored the voucher.

5. If a dispute arises regarding the calculation of any rent credit owed to Petitioners, rent owed to Respondents, or rent abatement owed to Petitioners the party recognizing the dispute shall, by their attorney, attempt to resolve the dispute by notifying the other party's attorney in writing. Parties, by their attorneys, will make a reasonable effort to respond to the dispute and correct any errors within 10 days. Respondents shall not commence any non-payment cases against Petitioners nor serve predicate notices upon Petitioners until parties, by their attorneys, have exhausted attempts at resolving the dispute.

6. Counsel for Petitioners along with Counsel for Respondents will together write to DHCR jointly consenting to the rent restoration dates stipulated in paragraphs 2 and 3.

**Gas Service Rent Abatement:**

7. For every month that gas service was not restored but Petitioners and Additional Petitioners have the obligation to pay rent (i.e. their 100% abatements have ended), Respondents agree to provide all such Petitioners and Additional Petitioners an additional 15% rent abatement. This abatement shall



apply to the following apartments: Apt 4, 6, 25, 26, 27, 34, 35, 36, 37, 45, 47, 55, 56, 64, 65, and 66.

8. Parties agree that the gas has been restored as of the afternoon of November 15, 2015 (Sunday). Therefore, the gas abatement for the month of November will run from November 1, 2015 through November 15, 2015. All applicable apartments shall receive a 15% rent abatement for half the month of November.

**Respondents Refrain from Seeking Major Capital Improvement Increase:**

9. As further consideration, Respondents agree that they will not seek any Major Capital Improvement ("MCI") Increase from Petitioners and/or Additional Petitioners for any work performed in the Building prior to, and for a period of two (2) years following, the date of the execution of this Stipulation. Respondents will not seek any MCI increase for any work performed to address the current lack of heat, hot water or cooking gas services at the Building.

**Work to Be Performed:**

10. In consideration for settlement of this matter, Respondents shall also affect repairs and/or renovations in the following apartments within 90 days: Nothing in this paragraph shall prejudice Petitioners' rights to seek relief in HP No. 1455/15 for violations of record. All parties shall maintain all rights and defenses with respect to HP No. 1455/15; however, Petitioners agree not to make a motion for contempt in case HP No. 1455/15 for 90= days from the execution of this agreement (March 14, 2016) while the repairs and renovations outlined in paragraph 14 are being performed by Respondents.

11. Respondents shall install new "Bathroom Accessories," which includes Towel Racks, Toilet Paper Holder, Sink Faucets, and Soap Dishes except where otherwise specified in paragraph 14.

12. Respondents shall enclose the exposed gas lines in each Petitioners'/Additional Petitioners' apartment.

13. Respondents shall seal the exposed brick in the common areas such that it does not produce dust. Respondents shall also offer all Petitioners on the West side (line 4, 5, 6, 7) brick sealing if they should desire it.

14. The following repairs and renovations shall be performed within 90 days. Workers shall arrive by 10:30 am unless otherwise agreed upon by the parties. If workers do not appear by 11:00 am, Petitioners are free to leave for the day.

520 W. 139 <sup>th</sup> Street Repairs by Apartment			
Apt	Name	Work to Be Done	Access Dates
1	Tinio & Zoila Hernandez	<ul style="list-style-type: none"> <li>Bathroom: Install new bathroom accessories</li> <li>Bathroom: Install new floor tiles</li> <li>Bathroom: Install new wall tiles</li> <li>Bathroom: Install toilet</li> <li>Closets throughout: Repair and fill holes</li> <li>Kitchen: Repair slanted counter that is removed from wall</li> <li>Kitchen: Cover gas pipes.</li> <li>Kitchen: Repair holes in walls.</li> <li>Kitchen: Install additional electrical outlet.</li> </ul>	Work will be performed on December 21, 22, 23, 24 2015.
2	Angie Vargas	<ul style="list-style-type: none"> <li>Bathroom: Replace bathtub and/or re-glaze bathtub</li> <li>Bathroom: Replace floor tiles</li> <li>Bathroom: Replace wall tiles</li> <li>Bathroom: Install all new bathroom accessories</li> <li>Bathroom: Tighten toilet</li> <li>Kitchen: Replace all floor tiles</li> <li>Kitchen: Replace countertop with new</li> <li>Kitchen: Install new backsplash</li> <li>Kitchen: Fill and repair hole behind sink</li> </ul>	Work will be performed on December 21, 22, 23, 24 2015

		<ul style="list-style-type: none"> <li>Entire Apartment: Abate nuisance of odor throughout the apartment</li> </ul>	
3	Ramona Herrera	<ul style="list-style-type: none"> <li>Bathroom: Install new bathtub (and/or re-glaze bathtub)</li> <li>Bathroom: Replace all floor tiles</li> <li>Bathroom: Install all shower accessories</li> <li>Kitchen: Remediate low water pressure</li> <li>Kitchen: Repair hole near steam pipe</li> <li>Kitchen: Replace all kitchen tiles</li> </ul>	Work will be completed before January 31, 2016. Access shall be arranged by the parties.
4	Hilaria Anderson	<ul style="list-style-type: none"> <li>Restore reconfigured apartment to state prior to fire: Specifically, restore door/pathway that connected the kitchen with the living room (but now the door/pathway is sealed)</li> </ul>	Work to be completed before March 13, 2016. Access shall be arranged by the parties.
5	Jacinta Velasquez		
6	Franklin Calles-	<ul style="list-style-type: none"> <li>Bedroom: Repair evidence of water leak near baseboard heater.</li> <li>Entire Apartment: Needs radiator key to turn heat on/off.</li> </ul>	Work to be completed before March 13, 2016. Access shall be arranged by the parties.
21	Leonor and Klever Melendres	<ul style="list-style-type: none"> <li>Bathroom: Install new bathtub</li> <li>Bedroom: Fix crack near steam pipe</li> </ul>	Work to be completed before March 13, 2016. Access shall be arranged by the parties.
25	Elizabeth and Eduviges Vargas	<ul style="list-style-type: none"> <li>Entrance Door: Arrange door so that there is no gap on sides or bottom</li> <li>Bathroom: Repair and trace cause of leak in corner above bathtub.</li> <li>Front Door: Repair doorbell</li> <li>Bathroom: Repair toilet water pressure.</li> <li>Entire Apartment: Remediate scalding hot water</li> </ul>	<p>Respondents agree to perform work after 5pm on weekdays or on weekends.</p> <p>Work to be completed before March 13, 2016. Access shall be arranged by the parties.</p>
26	Maritza Escobar		
27	Lucy Perez	Bathroom: Repair clogged bathtub and toilet	Work to be

			completed before December 31, 2015.
31	Gladis Vargas	<ul style="list-style-type: none"> <li>Bathroom: Install all new bathroom accessories.</li> <li>Bathroom: Caulk bathtub</li> <li>Bathroom: Fix light</li> <li>Kitchen: Replace old cabinets with new</li> <li>Kitchen: Remove old fixture/pantry and install a new one</li> <li>Living Room: Replace glass windows in French doors between living room and dining room.</li> <li>Entire Apt: Repair leaking radiator</li> </ul>	Work will be completed before January 31, 2016. Access shall be arranged by the parties.
33	Francia Ortiz and Jeffrey Ortiz	<ul style="list-style-type: none"> <li>Bathroom: Replace damaged tiles</li> <li>Bathroom: Replace glass doors on bathtub</li> <li>Bathroom: Fix bathroom hallway walls</li> <li>Bathroom: Install bathroom cabinet</li> <li>Bathroom: Repair broken wall tiles in the bathroom (inside shower)</li> <li>Bathroom: Move bathroom sink to middle so door does not hit tiles and crack them.</li> <li>Kitchen: Repair kitchen door frame</li> <li>Kitchen: Install outlets for stove and refrigerator</li> <li>Kitchen: Align sink to wall and floor</li> <li>Entrance Door: Paint and plaster gap filler at entrance door.</li> <li>Entire Apartment: Replace all floor tiles that are damaged.</li> </ul>	Work will be completed before February 29, 2016. Access shall be arranged by the parties.
34	Nikia Nelson	<ul style="list-style-type: none"> <li>Entire Apartment: Remediate scalding hot water</li> <li>Entire Apartment: Provide inconsistent heat</li> <li>Entire Apartment: Abate odor of sewage (these repairs are made without prejudice to any reconfiguration claims see ¶ 27)</li> </ul>	Work will be completed before February 29, 2016. Access shall be arranged by the parties.
35	Hilda Hernandez	<ul style="list-style-type: none"> <li>Kitchen: Repair defective kitchen outlets</li> <li>Bathroom: Repair leaking ceiling and remediate any evidence of water damage.</li> <li>Bathroom: Repair leaky bathtub</li> <li>Bathroom: Repair leaky toilet</li> <li>Bedroom: Repair all water leaks and remediate any evidence of water damage.</li> </ul>	Work will be completed before February 29, 2016. Access shall be arranged by the parties.
36	Anacaona Cedano		
37	Ana Baez Cesar Baez		
41	Rafael Perez	<ul style="list-style-type: none"> <li>Bathroom: Replace tiles on floor</li> <li>Bathroom: Install all bathroom accessories.</li> </ul>	Work will be completed before

	Sofia Rodas		January 31, 2016. Access shall be arranged by the parties.
43	Olga Anderson	<ul style="list-style-type: none"> <li>Bathroom: Repair, plaster and tile bathroom wall which is patched and not tiled</li> <li>Bathroom: Install a new tile floor.</li> <li>Bathroom: Remove all mold; trace and remediate cause of mold.</li> <li>Kitchen: Remove old pantry.</li> <li>Kitchen: Repair hole behind steam pipe in kitchen</li> <li>Kitchen: Repair kitchen counter by (a) making counter level; (b) connecting it to the wall behind counter.</li> <li>Intercom: Add Petitioner's name to intercom (Olga Anderson).</li> <li>Living room: Refinish floors</li> <li>Bedroom: Refinish floors</li> <li>Entire Apartment: Refinish floors</li> <li>Entire Apartment: Add shelving and rods to closets throughout apartment.</li> <li>Entire Apartment; Remove all mold; trace and repair cause of mold.</li> </ul>	<p>Respondents agree to perform work after 5pm on weekdays or on weekends.</p> <p>Work will be completed before January 31, 2016. Access shall be arranged by the parties.</p>
45	Luz Cedeno Santana and Cinthia Cedeno and Victor Cedeno	<ul style="list-style-type: none"> <li>Install all missing bathroom accessories</li> </ul>	Work will be completed before February 29, 2016. Access shall be arranged by the parties.
47	Jacinta Jimenez	<ul style="list-style-type: none"> <li>Repair defective smoke detectors which "chirp." (They are not battery operated, so the Petitioner cannot fix them).</li> </ul>	Work will be completed before February 29, 2016. Access shall be arranged by the parties.
52	Isabel, Steven, and Justo Diaz	<ul style="list-style-type: none"> <li>Bathroom: Replace tiles on floor, especially under bathtub.</li> <li>Bathroom: Install bathroom accessories</li> <li>Bathroom: Re-install towel bar (which was installed backwards).</li> <li>Bathroom: Secure toilet</li> <li>Bathroom: Fill and repair hole under sink in vanity</li> <li>Bathroom: Install sink that is taller than 34 inches.</li> <li>Bathroom: Install new wall tiles</li> </ul>	Work will be completed before January 31, 2016. Access shall be arranged by the parties.

		<ul style="list-style-type: none"> <li>Kitchen: Install new backsplash</li> <li>Living Room: Add at two least additional electrical outlets</li> <li>Entire Apartment: Exterminate for mice/rodents</li> </ul>	
53	Oscar Zuluaga and Luzdari Zuluaga	<ul style="list-style-type: none"> <li>Bathroom: Re-glaze bathtub</li> <li>Bathroom: Install ADA compliant grab bars for Petitioner and occupants with disabilities.</li> <li>Bathroom: Replace broken, missing, and defective floor tiles</li> <li>Bathroom: Install all accessories, including a wraparound shower rod.</li> <li>Kitchen: Repair broken freezer seal.</li> <li>Kitchen: Install new wood cabinets.</li> <li>Kitchen: Make floors level</li> <li>Entire Apartment: Add shelving to closets throughout the apartment</li> </ul>	Work will be completed before January 31, 2016. Access shall be arranged by the parties.
55	Virginia Land		Work will be completed before January 31, 2016. Access shall be arranged by the parties.
56	Carmen Tiroo	<ul style="list-style-type: none"> <li>Bathroom: Repair leaking toilet.</li> </ul>	Work will be completed before January 31, 2016. Access shall be arranged by the parties.
61	Agapita Cedeno	<ul style="list-style-type: none"> <li>Bathroom: Replace broken wall tiles.</li> <li>Bathroom: Replace bathroom door.</li> <li>Bathroom: Reglaze or replace tub</li> <li>Bathroom: Replace missing cabinet.</li> <li>Bathroom: Abate mold</li> <li>Entire Apartment: Remediate odor throughout apartment</li> </ul>	Work will be completed before January 31, 2016. Access shall be arranged by the parties.
63	Estela Dominguez /Lorenzo Ortiz	<ul style="list-style-type: none"> <li>Bathroom: Replace and/or re-glaze bathtub.</li> <li>Bathroom: Replace floor tiles.</li> <li>Bathroom: Replace defective wall tiles.</li> <li>Bathroom: Install all bathroom accessories.</li> <li>Bathroom: Repair hole at ceiling around steam riser pipe.</li> <li>Entire Apartment: Re-finish hallways</li> <li>Entire Apartment: Complete painting of entire apartment</li> </ul>	Work will be completed before January 31, 2016. Access shall be arranged by the parties.
64	Manuel		

	Vazquez		
65	Gladys Cabrera		
66	Ofelia Cruz Alcantara		

**Con Edison Accounts and Electricity**

15. Respondents shall pay for any and all Con Edison electricity bills that accrued for usage during the time when Petitioners and their Occupants were out of possession of the subject-premises from July 23, 2013 until July 1, 2015.

16. Respondents shall restore and maintain electrical service to any and all units without electrical service as required by law and will use licensed electricians where electrical work is required.

**Elevator Replacement**

17. Respondents shall, after procuring all proper permits, replace the current elevator with a completely new elevator at the subject premises. Respondents represent that they plan to commence the work no later than January 4, 2016. Respondents further represent that the elevator replacement will take a maximum of seven (7) weeks, during which time Petitioners and their occupants will not be able to use the elevator ["Repair Period"].

18. During the Repair Period, Respondents shall provide a porter who can assist occupants up and down the steps with their belongings/packages between 9am and 5pm, seven days per week. Respondents shall provide reliable contact information for the Porter during these hours. If Petitioners and their occupants need assistance of the porter, they shall provide 30 minutes' notice via

phone prior to the time they require assistance. If the porter will be unavailable for any reason, Respondents shall post notice on all floors with at least 24 hours' notice and provide a telephone number occupants may call to request assistance.

19. Should the Repair Period exceed seven (7) weeks, Respondents shall award all Petitioners and Additional Petitioners the following Rent Abatements:

- (a) \$9 per day for all Petitioners living on the 6<sup>th</sup> Floor
- (b) \$8 per day for all Petitioners living on the 5<sup>th</sup> Floor
- (c) \$6 per day for all Petitioners living on the 4<sup>th</sup> Floor
- (d) \$4 per day for all Petitioners living on the 3<sup>rd</sup> Floor
- (e) \$2 per day for all Petitioners living on the 2<sup>nd</sup> Floor
- (f) \$0 per day for all Petitioners living on the 1<sup>st</sup> Floor except for apartment

2.

20. The Respondents, recognizing, that there are disabled and elderly individuals occupying Apartments 26, 41, 53, 55, 63, and 64 who have difficulty climbing steps, make the following concessions and accommodations ("Accommodated Apartments").

21. For all Accommodated Apartments receiving a monthly rent abatement as part of their accommodation, should the elevator be repaired mid-month, the abatement will be pro-rated by dividing the monthly rent by the number of days in the month in which the elevator service is restored.



22. For all Accommodated Apartments temporarily relocating from the premises during the elevator Repair Period, Petitioners are vacating for the convenience of the Respondents and shall retain all their rights as rent-regulated tenants. Upon the expiration of the Repair Period, Petitioners shall re-gain possession of their apartments on the same terms and conditions as prior to the relocation period.

23. During the Repairs Period, Petitioners and/or their occupants may leave furniture and belongings in their apartments. Petitioners and/or their occupants shall have permission to access their apartments for the purposes of retrieving and storing their possessions.

24. The Owner shall make the following Accommodations:

- a) For Apartment 26: Respondents shall abate the rent 100% during the period of time the elevator is out of service. Furthermore, Respondents shall pay Petitioner \$30 per day during the entirety of the Repair Period. Should the Repair Period take longer than seven (7) weeks, Respondents shall pay an additional \$2.00 per day to Petitioners (as outlined in paragraph 19(e)).
- b) For Apartment 41: Petitioners Perez and Rodas (Petitioners of Apartment 41) are Section-8 voucher holders. Accordingly, even if Apartment 41 should pass a Housing Quality Standards (HQS) inspection, Petitioners will not affect a transfer to the Subject Premises until the Repair

Period has ended. When the elevator is restored, Petitioners Perez/Rodas will receive a 100% abatement for 5.5 months. Should the Repair Period take longer than seven (7) weeks, Respondents shall pay an additional \$6.00 per day to Petitioners (as outlined in paragraph 19(c)).

- c) Apartment 45: Petitioners Luz Santana and Victor Cedenó are elderly and disabled and have not taken possession of apartment 45 as of the date of signing. Petitioners' daughter Cinthia Cedenó, however, has taken possession. Due to their disabilities, Petitioners Luz Santana and Victor Cedenó will remain out of possession during the Repair Period. In addition to the three month rent abatement (awarded from July 1, 2015 to September 30, 2015), the Rent will be abated 100% during the Repair Period. Whether or not the actual work commences on time (i.e. on or before December 1, 2015), Petitioners will receive a 100% rent abatement beginning December 1, 2015 until the completion of the Repair Period. Should the Repair Period take longer than seven (7) weeks, Respondents shall pay an additional \$6.00 per day to Petitioners (as outlined in paragraph 19(c)).
- d) Apartment 53: In consideration for the fact that the Petitioner Oscar Zuluaga and his wife are not able to relocate but are disabled, the owner shall commence their 5.5 month rent

abatement on September 15, 2015. During the Elevator Repair Period, Petitioner Zuluaga's rent shall be reduced to \$0.0; however, the Repair Period will not count toward Petitioner Zuluaga's 5.5. month abatement. Once the Elevator Repair Period has ended and Elevator Service is fully restored, Petitioner Zuluaga will continue to receive the remainder of his 5.5 month rent abatement. If the Repair Period ends in the middle of the month, the rent credit will be pro-rated by dividing the monthly by the number of days in that particular month. Should the Repair Period take longer than seven (7) week, Respondents shall pay an additional \$8.00 per day to Petitioners (as outlined in paragraph 19(b)).

- e) Apartment 63: Petitioners, Estela Dominguez & Lorenzo Ortiz, shall receive a rent abatement of 5.5. months beginning on September 1, 2015 as described in paragraph 2 (Abatement period ends February 15, 2015). An additional rent credit of 100% of the rent shall be provided to the Petitioners for each month of the Repair Period. If the Repair Period ends in the middle of the month, the rent credit will be pro-rated by dividing the monthly by the number of days in that particular month. Should the Repair Period take longer than seven (7) weeks, Respondents shall pay an additional \$9.00 per day to Petitioners (as outlined in paragraph 19(a)).

- f) Apartment 64: In consideration for the disability of Manuel Vasquez, Petitioner Vasquez's rent shall be abated 100% during the Repair Period. The Owner shall temporarily relocate Petitioner Vasquez to the apartment of Petitioner Angie Vargas, Apartment 2 of 520 West 139<sup>th</sup> Street New York, NY 10031 ["temporary apartment"] during the Repair Period.
- i. The Owner shall bear the cost of moving Mr. Vasquez's personal belongings as well as the following pieces of furniture: Recliner, TV, Computer, Computer table, and to and from the Temporary Apartment.
- ii. Mr. Vasquez will remain the Tenant of Record for Apartment 64 at 520 West 139<sup>th</sup> Street New York, NY 10031 and shall regain possession upon the restoration of the elevator. At all times, Petitioner Vasquez shall maintain his rights as a rent controlled tenant of 520 West 139<sup>th</sup> Street Apt 64 on the same terms and conditions as before the temporary relocation.
- iii. Likewise, Petitioner Angie Vargas shall remain the Tenant of Record for Apartment 2 and shall regain possession of apartment 2 upon the full restoration of the elevator and the relocation of Petitioner Vasquez back to

apartment #64 with the moving assistance of Respondents.

- iv. Mr. Vasquez will not be compelled to move to Apartment 2, the temporary apartment, until such time as all work is completed in apartment 2 as outlined in paragraph 15.
- v. Petitioner Vasquez, Petitioner Vargas and/or their counsel and/or their representatives shall have the right to inspect the premises and take photos to verify work has been completed to their satisfaction prior to Mr. Vasquez's temporary relocation to apartment 2.
- vi. At all times, Petitioner Vargas shall maintain her rights as a rent regulated tenant of 520 West 139<sup>Th</sup> Street Apt 2 on the same terms and conditions as before the temporary relocation.
- vii. During the Repair Period, Mr. Vasquez's family members shall have the right to remain in Apartment 64 at the Subject Premise. Should the Repair Period take longer than seven (7) weeks, Respondents shall pay an additional \$9.00 per day to Petitioner Vasquez and Petitioner Angie Vargas (as outlined in paragraph 19(a)).

25. With respect to all apartments (for Accommodated Apartments, the notice shall be sent to the tenants' temporary addresses, if applicable), at least seven (7) days before the Repair Period ends, the Respondents will send written

notice to the tenants in both English and Spanish alerting them of (a) the date of expected Elevator Restoration; (b) that their rent abatement (if applicable) will end on the date of Elevator Restoration; and (c) their daily payments (if applicable) will end on the date of Elevator Restoration. Respondents will email a copy of these notices to Petitioners' attorneys at [srudolph@urbanjustice.org](mailto:srudolph@urbanjustice.org) and [srahman@urbanjustice.org](mailto:srahman@urbanjustice.org). This notice shall also be posted in the building.

26. The failure of the Respondents to send notice with at least seven (7) days' notice will result in the continuation of the abatement and/or credits until seven (7) days after proper notice is served.

#### **Reconfiguration**

27. This Stipulation does not settle claims related to reconfiguration of relevant apartments. Petitioners and their Occupants reserve their rights to pursue these claims in any forum of proper jurisdiction.

#### **General Provisions:**

28. All parties hereto specifically release each other from any and all claims through the date of this Stipulation with regard to Building Services and/or Violations raised in the underlying case HP 1599/13 other than reconfiguration claims. It is specifically agreed and understood that any abatement/credit to be given by Respondents pursuant to this Stipulation is not an admission of liability on Respondents' part. Neither Petitioners/Additional Petitioners nor Respondents, are prevented by this Stipulation from seeking legal fees in the event that they have to restore this proceeding to enforce any part of this Stipulation based upon a default thereof.

29. Petitioners and/or Additional Petitioners agree to discontinue any decrease in service applications related to the underlying issues in HP Action 1599/13 pending with the DHCR at the time of execution of this settlement stipulation, those applications shall be deemed denied with prejudice and Respondents may file a copy of this Agreement with any such tribunal as proof of its discontinuance, with prejudice.

30. Upon full compliance by Respondents and Petitioners of all terms and conditions, aside from re-configuration claims, contained herein this proceeding shall be deemed settled and discontinued, with prejudice, and without any further costs, fees, or penalties being assessed against and/or paid by Respondents and/or without Respondents being liable for any additional costs, penalties and/or fees including, but not limited to, reasonable legal fees, with the sole exception as set forth in the previous and subsequent paragraphs.

31. Either Petitioners/Additional Petitioners or Respondents can restore this proceeding by Stipulation or by Motion and/or by Order to Show Cause, in the event of a claim of a breach of the terms and conditions set forth in this Stipulation and/or to enforce the same. The successful party on any motion or Order to Show Cause may seek reasonable legal fees.

32. For the purposes of this Stipulation only, facsimile or pdf signatures shall be deemed originals.

33. It is specifically understood and agreed by and between the parties that the within Stipulation and the exhibits annexed hereto are the result of extensive negotiations between the parties. It is understood and agreed that all

parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.

34. All parties to this Stipulation were represented by counsel of their choice and hereby acknowledge that they have read each and every provision contained in this Stipulation and/or that it has been read to them, that they understand same, and that they have entered into this Stipulation freely and that no fraud, duress, coercion, undue influence or pressure of any kind has caused them to enter into this Stipulation.

35. This Stipulation shall be binding upon the respective parties, their heirs, assigns, executors, administrators and successors in interest to their property, who shall have the same rights as the parties hereto.

36. The attorneys for both sides hereby represent that they are duly authorized by the respective parties to sign this Stipulation and bind them to all of the terms and conditions contained herein.

37. Nothing in this Stipulation shall prejudice HPD's independent rights regarding the Violations.

38. Nothing in this stipulation shall prejudice Petitioners' right and defenses with regard to HP No. 1455/15 except as outlined in paragraph 10.

39. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

**Dated: New York, New York  
December 15, 2015**



IN WITNESS WHEREOF, the Parties hereto have duly executed this

Stipulation of Settlement as of the date set forth above.

GREEN AND COHEN, P.C.  
*Attorneys for Respondents*  
319 East 91<sup>st</sup> Street #Bs  
New York, New York 10128  
Phone (212) 831-4400  
Fax:

BY: \_\_\_\_\_  
MICHAEL COHEN, ESQ.

HPD Housing Litigation Division  
100 Gold Street  
New York, NY 10038  
Phone: (212) 863-5532

BY: \_\_\_\_\_  
MARTINE BASS, ESQ.

URBAN JUSTICE CENTER  
*Attorneys for the Petitioners*  
123 William Street  
16<sup>th</sup> Floor  
New York, New York 10038  
Phone: (646) 459-3009  
Fax: (212) 533-4598

BY: \_\_\_\_\_  
STEPHANIE RUDOLPH, ESQ.  
12-15-15

SO ORDERED

\_\_\_\_\_  
HON. CHERYL J. GONZALES

HPD Building Info

Exhibit A

[https://hpdonline.hpdnyc.org/HPDOnline/select\\_application.aspx](https://hpdonline.hpdnyc.org/HPDOnline/select_application.aspx)8/21/2015  
081115HPD Building, Registration & Violation Services  [Home](#)

The selected address: 518 WEST 139 STREET, Manhattan 10031

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class	
41388	Active	518-524	02070	0043	9	22500	6	42	0	PVT	100181	B

Other Units

Property  
Owner  
Registration  
Information

## Building Registration Summary Report

Find Apartment#  Clear  Search 

Charges

Map

Complaint  
StatusComplaint  
History[Submit  
Certificate of  
Installation](#)Litigation/Case  
Status[Tenant  
Harassment  
Report](#)All Open  
Violationsprior year  
Open Viol's

Ecertification

I-Card  
Images[PROS Online](#)

Owner	Last Reg Dt Reg Expire Dt	Organization	Last Nm	First Nm	House No	Street Nm	Apt City	State	Zip
Head Officer	09/16/2014 09/01/2015		SWEICA	MICHAEL	1360	EAST 1TH STREET	BROOKLYN NY	11230	
Officer	09/16/2014 09/01/2015		DOHERITY	SHANNON	1360	EAST 14TH STREET	BROOKLYN NY	11230	
Corporation	09/16/2014 09/01/2015	HARLEM			520	WEST 139	NEW YORK NY	10031	
Managing Agent	09/16/2014 09/01/2015		DOHERTY	SHANNON	1360	EAST 14TH STREET	BROOKLYN NY	11230	

## Open Violations - ALL DATES

There are 207 Violations. Arranged by category: A class: 66 B class: 106 C class: 35 I class: 0

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

<u>Apt Story</u>	<u>Reported Date, nov ISSUED Date</u>	<u>Hzrd Class</u>	<u>Order no.</u>	<u>Violation ID, NOVID</u>	<u>Violation Description</u>	<u>Status Status Date</u>	<u>Certify By Date Actual Cert. Date</u>
47 4	2015/08/16 2015/08/20	C	790	10823165 5183173	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 6; wg to replace = 0; wg to repair = 0; located at apt 47, 4th story	NOV SENT 2015/08/20	2015/09/22
47 4	2015/08/16 2015/08/20	C	742 *	10823166 5183172	§ 27-2070 adm code provide an adequate supply of gas to the fixtures in the kitchen located at apt 47, 4th story	NOV SENT 2015/08/20	2015/09/02
37 4	2015/08/17 2015/08/19	B	742 *	10823942 5182049	§ 27-2070 adm code provide an adequate supply of gas to the fixtures range in the kitchen located at apt 37, 4th story, 2nd apartment from east at south	NOV SENT 2015/08/19	2015/10/07
47 4	2015/08/17 2015/08/19	C	790	10823947 5182048	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 6; wg to replace = 0; wg to repair = 0; in the entire apartment located at apt 47, 4th story, 2nd apartment from west at north	NOV SENT 2015/08/19	2015/09/21

HPD Building Info

[https://hpdonline.hpdnyc.org/HPDOnline/select\\_application.aspx](https://hpdonline.hpdnyc.org/HPDOnline/select_application.aspx)

55 5	2015/08/17 2015/08/19	B	509	10824016 5182050	§ 27-2005 adm code properly secure the loose toilet tank in the bathroom located at apt 55, 5th story, 1st apartment from east at south	NOV SENT 2015/08/19	2015/10/07
36 3	2015/08/01 2015/08/17	C	616	10820858 5179951	§ 27-2005.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) ceiling in the bathroom located at apt 36, 3rd story, 1st apartment from south at west	NOV SENT 2015/08/17	2015/09/19
43 4	2015/08/05 2015/08/17	B	506	10810704 5179950	§ 27-2005 adm code replace with new the missing ceramic wall tiles around bathtub in the bathroom located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/17	2015/10/05
43 4	2015/08/05 2015/08/17	B	506	10810705 5179950	§ 27-2005 adm code replace with new the missing marble saddle in the bathroom located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/17	2015/10/05
43 4	2015/08/05 2015/08/17	B	508	10810706 5179950	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling and walls in the bathroom located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/17	2015/10/05
43 4	2015/08/05 2015/08/17	B	506	10810707 5179950	§ 27-2005 adm code replace with new the missing wood baseboard in the private hallway located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/17	2015/10/05
43 4	2015/08/05 2015/08/14	B	502	10810702 5179005	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 2nd room from north located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/14	2015/10/02
43 4	2015/08/05 2015/08/14	B	502	10810703 5179005	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 1st room from north located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/14	2015/10/02
	2015/08/01 2015/08/06	C	505	10805563 5173317	§ 27-2005 adm code replace with new the broken or defective glass at building entrance door	NOV SENT 2015/08/06	2015/08/19
	2015/08/01 2015/08/06	A	529	10805564 5173315	§ 27-2005 adm code refit entrance door to building.	NOV SENT 2015/08/06	2015/11/23
	2015/08/01 2015/08/06	B	508	10805568 5173316	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling at lobby	NOV SENT 2015/08/06	2015/09/24
	2015/08/01 2015/08/06	B	506	10805575 5173316	§ 27-2005 adm code replace with new the missing bell buzzer / intercom system for all apartments in the entire building.	NOV SENT 2015/08/06	2015/09/24
	2015/08/01 2015/08/06	B	510	10805579 5173316	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of : activate the battery back-up component of smoke/co detectors in all apartments in the entire building.	NOV SENT 2015/08/06	2015/09/24
62 6	2015/08/01 2015/08/06	A	504	10805600 5173318	§ 27-2005 adm code provide support for radiator, elevated from floor, in the 1st room from north at west located at apt 62, 6th story, 1st apartment from north at east	NOV SENT 2015/08/06	2015/11/23
62 6	2015/08/01 2015/08/06	A	508	10805601 5173318	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at east wall in the 1st room from north at west located at apt 62, 6th story, 1st apartment from north at east	NOV SENT 2015/08/06	2015/11/23
62 6	2015/08/01 2015/08/06	A	591	10805604 5173318	§ 27-2006 adm code reset, so as to secure a proper and tight connection, the water closet bowl ; in the bathroom located at apt 62, 6th story, 1st apartment from north at east	NOV SENT 2015/08/06	2015/11/23
62 6	2015/08/01 2015/08/06	A	506	10805606 5173318	§ 27-2005 adm code replace with new the missing drawers, two, at sink base cabinet in the kitchen located at apt 62, 6th story, 1st apartment from north at east	NOV SENT 2015/08/06	2015/11/23

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62 6	2015/08/01 2015/08/06	C	510	10805608 5173319	§ 27-2005, adm code & 309 m/d law abate the nuisance consisting of scalding hot water exceeding the maximum allowable operating temperature of 130F (150F found) located at apt 62, 6th story, 1st apartment from north at east	CERT INVALID 2015/08/17	2015/08/19
61 6	2015/08/01 2015/08/05	A	509	10805583 5172461	§ 27-2005 adm code properly secure the loose vinyl floor tiles in the entire apartment located at apt 61, 6th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
61 6	2015/08/01 2015/08/05	B	508	10805584 5172462	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at north, west, & south walls in the kitchen located at apt 61, 6th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
61 6	2015/08/01 2015/08/05	B	509	10805586 5172462	§ 27-2005 adm code properly secure the loose molding at top of door at closet at west wall in the kitchen located at apt 61, 6th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
61 6	2015/08/01 2015/08/05	C	501	10805589 5172463	§ 27-2005 adm code properly repair the broken or defective marble door saddle in the entrance located at apt 61, 6th story, 1st apartment from east at south	CERT INVALID 2015/08/17	2015/08/18
61 6	2015/08/01 2015/08/05	A	506	10805590 5172461	§ 27-2005 adm code replace with new the missing escutcheon at wall at shower head in the bathroom located at apt 61, 6th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
61 6	2015/08/01 2015/08/05	A	509	10805592 5172461	§ 27-2005 adm code properly secure the loose escutcheon at ceiling at steam riser in the bathroom located at apt 61, 6th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
61 6	2015/08/01 2015/08/05	B	509	10805593 5172462	§ 27-2005 adm code properly secure the loose water tank at water closet in the bathroom located at apt 61, 6th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
61 6	2015/08/01 2015/08/05	A	508	10805594 5172461	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at east wall in the 5th room from east located at apt 61, 6th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
63 6	2015/08/01 2015/08/05	A	502	10805612 5172464	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 1st room from north at west located at apt 63, 6th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
63 6	2015/08/01 2015/08/05	B	689	10805614 5172465	§ 27-2005, 2006, 2037 hmc: properly repair and abate unsafe electric wiring condition consisting of exposed wiring at outlet at west wall in the 2nd room from north located at apt 63, 6th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
63 6	2015/08/01 2015/08/05	A	510	10805615 5172464	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of cover plate at ceiling not properly secured in the 2nd room from north located at apt 63, 6th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
63 6	2015/08/01 2015/08/05	B	689	10805616 5172465	§ 27-2005, 2006, 2037 hmc: properly repair and abate unsafe electric wiring condition consisting of exposed wires at ceiling in the kitchen located at apt 63, 6th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
63 6	2015/08/01 2015/08/05	A	506	10805617 5172464	§ 27-2005 adm code replace with new the missing escutcheon at ceiling at riser in the kitchen located at apt 63, 6th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
63 6	2015/08/01 2015/08/05	B	509	10805618 5172465	§ 27-2005 adm code properly secure the loose water tank at water closet in the bathroom located at apt 63, 6th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
63 6	2015/08/01 2015/08/05	B	506	10805619 5172465	§ 27-2005 adm code replace with new the missing handle set & striker plate at door in the bathroom located at apt 63, 6th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23

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63 6	2015/08/01 2015/08/05	B	509	10805620 5172465	§ 27-2005 adm code properly secure the loose ceramic tiles at bathtub in the bathroom located at apt 63, 6th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
52 5	2015/08/01 2015/08/05	B	508	10805621 5172467	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at south wall in the 5th room from north located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/09/23
52 5	2015/08/01 2015/08/05	A	502	10805622 5172466	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 5th room from north located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/11/22
52 5	2015/08/01 2015/08/05	A	591	10805623 5172466	§ 27-2026 adm code reset, so as to secure a proper and tight connection, the water closet bowl; in the bathroom located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/11/22
52 5	2015/08/01 2015/08/05	A	508	10805626 5172466	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at west wall in the kitchen located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/11/22
52 5	2015/08/01 2015/08/05	A	508	10805627 5172466	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at south wall inside sink base cabinet in the kitchen located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/11/22
52 5	2015/08/01 2015/08/05	A	510	10805628 5172466	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of unused gas pipe protruding at north wall in the kitchen located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/11/22
52 5	2015/08/01 2015/08/05	A	502	10805630 5172466	§ 27-2005 adm code properly repair with similar material the broken or defective masonry sub floor in the kitchen located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/11/22
52 5	2015/08/01 2015/08/05	B	509	10805632 5172467	§ 27-2005 adm code properly secure the loose light fixture at ceiling in the 2nd room from north located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/09/23
52 5	2015/08/01 2015/08/05	A	508	10805633 5172466	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & south wall in the private hallway located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/11/22
52 5	2015/08/01 2015/08/05	A	502	10805634 5172466	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the private hallway located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/11/22
52 5	2015/08/01 2015/08/05	A	502	10805635 5172466	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 1st room from north at east located at apt 52, 5th story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/11/22
53 5	2015/08/01 2015/08/05	C	501	10805636 5172470	§ 27-2005 adm code properly repair the broken or defective saddle at door in the entrance located at apt 53, 5th story, 3rd apartment from west at north	CERT INVALID 2015/08/17	2015/08/18
53 5	2015/08/01 2015/08/05	B	598	10805637 5172469	§ 27-2026 adm code repair the broken or defective connection at waste line at wash basin in the bathroom located at apt 53, 5th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
53 5	2015/08/01 2015/08/05	C	576 *	10805638 5172470	§ 27-2024 adm code provide adequate supply of cold water for the fixtures at bathtub in the bathroom located at apt 53, 5th story, 3rd apartment from west at north	CERT INVALID 2015/08/17	2015/08/18
53 5	2015/08/01 2015/08/05	B	598	10805639 5172469	§ 27-2026 adm code repair the broken or defective connection at waste line at sink in the kitchen located at apt 53, 5th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23

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53 5	2015/08/01 2015/08/05	A	506	10805640 5172468	§ 27-2005 adm code replace with new the missing door at pantry closet in the kitchen located at apt 53, 5th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
53 5	2015/08/01 2015/08/05	C	510	10805641 5172470	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of scalding hot water exceeding the maximum allowable operating temperature of 130f (148f found) located at apt 53, 5th story, 3rd apartment from west at north	CERT INVALID 2015/08/17	2015/08/18
53 5	2015/08/01 2015/08/05	C	501	10805646 5172470	§ 27-2005 adm code properly repair the broken or defective counter balance mechanisms at lower sash at window at fire escape in the 1st room from north at east located at apt 53, 5th story, 3rd apartment from west at north	CERT INVALID 2015/08/17	2015/08/18
53 5	2015/08/01 2015/08/05	B	501	10805648 5172469	§ 27-2005 adm code properly repair the broken or defective light fixture at ceiling in the private hallway located at apt 53, 5th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
41 4	2015/08/01 2015/08/05	B	508	10805655 5172472	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at north wall in the kitchen located at apt 41, 4th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
41 4	2015/08/01 2015/08/05	A	502	10805656 5172471	§ 27-2005 adm code properly repair with similar material the broken or defective masonry sub-floor in the kitchen located at apt 41, 4th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
41 4	2015/08/01 2015/08/05	B	505	10805657 5172472	§ 27-2005 adm code replace with new the broken or defective glass at transom at door in the 1st room from east located at apt 41, 4th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
41 4	2015/08/01 2015/08/05	A	506	10805658 5172471	§ 27-2005 adm code replace with new the missing doors at both closets at north wall in the 1st room from east located at apt 41, 4th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
41 4	2015/08/01 2015/08/05	A	556	10805659 5172471	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the door frame in the 1st room from east located at apt 41, 4th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
41 4	2015/08/01 2015/08/05	A	509	10805660 5172471	§ 27-2005 adm code properly secure the loose vinyl floor tiles in the entire apartment located at apt 41, 4th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
41 4	2015/08/01 2015/08/05	A	508	10805663 5172471	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at east wall in the private hallway located at apt 41, 4th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
41 4	2015/08/01 2015/08/05	A	506	10805665 5172471	§ 27-2005 adm code replace with new the missing escutcheon at ceiling at riser in the bathroom located at apt 41, 4th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
41 4	2015/08/01 2015/08/05	C	505	10805669 5172473	§ 27-2005 adm code replace with new the broken or defective glass globe at light fixture at ceiling in the bathroom located at apt 41, 4th story, 1st apartment from east at south	CERT INVALID 2015/08/17	2015/08/18
41 4	2015/08/01 2015/08/05	A	591	10805670 5172471	§ 27-2026 adm code reset, so as to secure a proper and tight connection, the water closet bowl ; in the bathroom located at apt 41, 4th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
41 4	2015/08/01 2015/08/05	A	509	10805671 5172471	§ 27-2005 adm code properly secure the loose overflow cover at bathtub in the bathroom located at apt 41, 4th story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
43 4	2015/08/01 2015/08/05	B	583	10805673 5172475	§ 27-2026, 2027 hmc; properly repair the source and abate the evidence of a water leak at ceiling & east wall in the bathroom located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23

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43 4	2015/08/01 2015/08/05	B	508	10805674 5172475	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling, east wall, & south wall in the bathroom located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
43 4	2015/08/01 2015/08/05	B	509	10805675 5172475	§ 27-2005 adm code properly secure the loose wash basin in the bathroom located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
43 4	2015/08/01 2015/08/05	B	509	10805676 5172475	§ 27-2005 adm code properly secure the loose water tank at water closet in the bathroom located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
43 4	2015/08/01 2015/08/05	B	502	10805677 5172475	§ 27-2005 adm code properly repair with similar material the broken or defective ceramic tiles at south wall in the bathroom located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
43 4	2015/08/01 2015/08/05	A	506	10805680 5172474	§ 27-2005 adm code replace with new the missing escutcheon at ceiling at riser in the bathroom located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
43 4	2015/08/01 2015/08/05	B	502	10805684 5172475	§ 27-2005 adm code properly repair with similar material the broken or defective wood bottom at sink base cabinet in the kitchen located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
43 4	2015/08/01 2015/08/05	B	509	10805685 5172475	§ 27-2005 adm code properly secure the loose countertop at sink base cabinet in the kitchen located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
43 4	2015/08/01 2015/08/05	B	509	10805686 5172475	§ 27-2005 adm code properly secure the loose light fixture at ceiling in the kitchen located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
43 4	2015/08/01 2015/08/05	B	502	10805687 5172475	§ 27-2005 adm code properly repair with similar material the broken or defective masonry sub-floor in the kitchen located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
43 4	2015/08/01 2015/08/05	A	508	10805688 5172474	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at south wall in the 2nd room from north located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
43 4	2015/08/01 2015/08/05	A	502	10805689 5172474	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 2nd room from north located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
43 4	2015/08/01 2015/08/05	B	509	10805691 5172475	§ 27-2005 adm code properly secure the loose light fixture at ceiling in the 1st room from north & west located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
43 4	2015/08/01 2015/08/05	A	502	10805693 5172474	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 1st room from north at west located at apt 43, 4th story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
31 3	2015/08/01 2015/08/05	C	510	10805701 5172478	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of scalding hot water exceeding the maximum allowable operating temperature of 130f (172f found) located at apt 31, 3rd story, 1st apartment from east at south	CERT INVALID 2015/08/17	2015/08/18
31 3	2015/08/01 2015/08/05	B	649 *	10805708 5172477	§ 27-2026 adm code remove all obstructions and repair all defects in waste line at sink in the kitchen located at apt 31, 3rd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
31 3	2015/08/01 2015/08/05	A	502	10805709 5172476	§ 27-2005 adm code properly repair with similar material the broken or defective masonry sub-floor in the kitchen located at apt 31, 3rd story, 1st apartment from east at	NOV SENT 2015/08/05	2015/11/22

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south							
31 3	2015/08/01 2015/08/05	A	508	10805710 5172476	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at north wall in the kitchen located at apt 31, 3rd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
31 3	2015/08/01 2015/08/05	A	591	10805712 5172476	§ 27-2026 adm code reset, so as to secure a proper and tight connection, the water closet bowl ; in the bathroom located at apt 31, 3rd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
31 3	2015/08/01 2015/08/05	C	583	10805714 5172478	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling & west wall in the bathroom located at apt 31, 3rd story, 1st apartment from east at south	CERT INVALID 2015/08/17	2015/08/18
31 3	2015/08/01 2015/08/05	B	508	10805720 5172477	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & west wall in the bathroom located at apt 31, 3rd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
31 3	2015/08/01 2015/08/05	B	501	10805724 5172477	§ 27-2005 adm code properly repair the broken or defective light fixture at ceiling in the bathroom located at apt 31, 3rd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
33 3	2015/08/01 2015/08/05	C	510	10805730 5172481	§ 27-2005 adm code & 309 n/yd law abate the nuisance consisting of scalding hot water exceeding the maximum allowable operating temperature of 130f (150f found) located at apt 33, 3rd story, 3rd apartment from west at north	CERT INVALID 2015/08/17	2015/08/18
33 3	2015/08/01 2015/08/05	B	583	10805738 5172480	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the kitchen located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
33 3	2015/08/01 2015/08/05	B	508	10805740 5172480	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & south wall in the kitchen located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
33 3	2015/08/01 2015/08/05	B	502	10805741 5172480	§ 27-2005 adm code properly repair with similar material the broken or defective masonry sub-floor in the kitchen located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
33 3	2015/08/01 2015/08/05	B	501	10805748 5172480	§ 27-2005 adm code properly repair the broken or defective light switch at south wall in the 1st room from north at east located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
33 3	2015/08/01 2015/08/05	A	506	10805753 5172479	§ 27-2005 adm code replace with new the missing doors at south wall in the 1st room from north at west located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
33 3	2015/08/01 2015/08/05	A	506	10805754 5172479	§ 27-2005 adm code replace with new the missing wood door molding at south wall in the 1st room from north at west located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
33 3	2015/08/01 2015/08/05	B	501	10805758 5172480	§ 27-2005 adm code properly repair the broken or defective counter-balance mechanisms at lower sash at window west 1 in the 2nd room from north located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
21 2	2015/08/01 2015/08/05	B	598	10805763 5172483	§ 27-2026 adm code repair the broken or defective connection at waste line at wash basin in the bathroom located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
21 2	2015/08/01 2015/08/05	B	509	10805765 5172483	§ 27-2005 adm code properly secure the loose bathtub in the bathroom located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23



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21 2	2015/08/01 2015/08/05	A	509	10805772 5172482	§ 27-2005 adm code properly secure the loose escutcheon at ceiling at riser in the bathroom located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
21 2	2015/08/01 2015/08/05	A	529	10805775 5172482	§ 27-2005 adm code refit door in the bathroom located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
21 2	2015/08/01 2015/08/05	A	510	10805780 5172482	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of a 3 inch gap at top of door in the 4th room from east located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
21 2	2015/08/01 2015/08/05	A	529	10805785 5172482	§ 27-2005 adm code refit door in the entrance located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
21 2	2015/08/01 2015/08/05	B	509	10805787 5172483	§ 27-2005 adm code properly secure the loose mortise lock at door in the entrance located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
21 2	2015/08/01 2015/08/05	B	508	10805791 5172483	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the kitchen located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
21 2	2015/08/01 2015/08/05	B	598	10805794 5172483	§ 27-2026 adm code repair the broken or defective connection at waste line at sink in the kitchen located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
21 2	2015/08/01 2015/08/05	A	506	10805795 5172482	§ 27-2005 adm code replace with new the missing escutcheon in the kitchen located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
21 2	2015/08/01 2015/08/05	B	506	10805799 5172483	§ 27-2005 adm code replace with new the missing locking device at gate at window to fire escape in the kitchen located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
21 2	2015/08/01 2015/08/05	B	501	10805821 5172483	§ 27-2005 adm code properly repair the broken or defective light fixture at ceiling in the 1st room from east at north located at apt 21, 2nd story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
1 1	2015/08/01 2015/08/05	B	508	10805826 5172485	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the kitchen located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
1 1	2015/08/01 2015/08/05	B	502	10805831 5172485	§ 27-2005 adm code properly repair with similar material the broken or defective masonry sub-floor in the kitchen located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
1 1	2015/08/01 2015/08/05	B	502	10805833 5172485	§ 27-2005 adm code properly repair with similar material the broken or defective wood sub-floor in the kitchen located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
1 1	2015/08/01 2015/08/05	C	583	10805839 5172486	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling & all walls in the bathroom located at apt 1, 1st story, 1st apartment from east at south	CERT INVALID 2015/08/17	2015/08/18
1 1	2015/08/01 2015/08/05	C	508	10805859 5172486	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & all walls in the bathroom located at apt 1, 1st story, 1st apartment from east at south	CERT INVALID 2015/08/17	2015/08/18
1 1	2015/08/01 2015/08/05	B	502	10805866 5172485	§ 27-2005 adm code properly repair with similar material the broken or defective ceramic tiles at floor & east wall in the bathroom located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23

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1	2015/08/01	A	591	10805871	§ 27-2026 adm code reset, so as to secure a proper and tight connection, the water closet bowl; in the bathroom located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
1	2015/08/05			5172484			
1	2015/08/01	B	508	10805877	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at east wall in the 4th room from east located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
1	2015/08/05			5172485			
1	2015/08/01	B	583	10805894	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the private hallway located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
1	2015/08/05			5172485			
1	2015/08/01	B	508	10805898	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the private hallway located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
1	2015/08/05			5172485			
1	2015/08/01	B	508	10805906	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at west wall in closet at east in the private hallway located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/09/23
1	2015/08/05			5172485			
1	2015/08/01	A	508	10805940	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at north wall in the 1st room from east at north located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
1	2015/08/05			5172484			
1	2015/08/01	A	502	10805942	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 1st room from east at north located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
1	2015/08/05			5172484			
1	2015/08/01	A	501	10805949	§ 27-2005 adm code properly repair the broken or defective counter-balance mechanisms at lower sash at window east 1 in the 1st room from east at north located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
1	2015/08/05			5172484			
1	2015/08/01	A	501	10805962	§ 27-2005 adm code properly repair the broken or defective counter-balance mechanisms at lower sash at window south 2 in the 1st room from east at south located at apt 1, 1st story, 1st apartment from east at south	NOV SENT 2015/08/05	2015/11/22
1	2015/08/05			5172484			
2	2015/08/01	B	508	10806000	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & south wall in the kitchen located at apt 2, 1st story, 2nd apartment from north at east	NOV SENT 2015/08/05	2015/09/23
1	2015/08/05			5172488			
2	2015/08/01	B	502	10806005	§ 27-2005 adm code properly repair with similar material the broken or defective masonry at sub-floor in the kitchen located at apt 2, 1st story, 2nd apartment from north at east	NOV SENT 2015/08/05	2015/09/23
1	2015/08/05			5172488			
2	2015/08/01	B	583	10806013	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling & north wall in the bathroom located at apt 2, 1st story, 2nd apartment from north at east	NOV SENT 2015/08/05	2015/09/23
1	2015/08/05			5172488			
2	2015/08/01	B	508	10806021	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & north wall in the bathroom located at apt 2, 1st story, 2nd apartment from north at east	NOV SENT 2015/08/05	2015/09/23
1	2015/08/05			5172488			
2	2015/08/01	B	508	10806026	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & south wall in the 5th room from north located at apt 2, 1st story, 2nd apartment from north at east	NOV SENT 2015/08/05	2015/09/23
1	2015/08/05			5172488			

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2 1	2015/08/01 2015/08/05	A	502	10806029 5172487	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 5th room from north located at apt 2, 1st story, 2nd apartment from north at east	NOV SENT 2015/08/05	2015/11/22
2 1	2015/08/01 2015/08/05	B	583	10806059 5172488	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling & south wall in the 5th room from north located at apt 2, 1st story, 2nd apartment from north at east	NOV SENT 2015/08/05	2015/09/23
2 1	2015/08/01 2015/08/05	B	502	10806065 5172488	§ 27-2005 adm code properly repair with similar material the broken or defective wood sub-floor near bathroom in the private hallway located at apt 2, 1st story, 2nd apartment from north at east	NOV SENT 2015/08/05	2015/09/23
3 1	2015/08/01 2015/08/05	B	510	10806106 5172490	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of pull chains for both ceiling light fixtures are out of reach in the private hallway located at apt 3, 1st story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/09/23
3 1	2015/08/01 2015/08/05	B	502	10806125 5172490	§ 27-2005 adm code properly repair with similar material the broken or defective masonry at sub-floor in the kitchen located at apt 3, 1st story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/09/23
3 1	2015/08/01 2015/08/05	A	591	10806128 5172489	§ 27-2026 adm code reset, so as to secure a proper and tight connection, the water closet bowl; in the bathroom located at apt 3, 1st story, 1st apartment from north at east	NOV SENT 2015/08/05	2015/11/22
66 6	2015/08/01 2015/08/05	C	510	10806194 5172492	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of scalding hot water exceeding the maximum allowable operating temperature of 130f (166f found) located at apt 66, 6th story, 1st apartment from south at west	CERT INVALID 2015/08/17	2015/08/18
66 6	2015/08/01 2015/08/05	A	508	10806210 5172491	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the 5th room from north located at apt 66, 6th story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/11/22
65 6	2015/08/01 2015/08/05	B	509	10806220 5172494	§ 27-2005 adm code properly secure the loose water tank at water closet in the bathroom located at apt 65, 6th story, 1st apartment from west at north	NOV SENT 2015/08/05	2015/09/23
65 6	2015/08/01 2015/08/05	A	508	10806221 5172493	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the bathroom located at apt 65, 6th story, 1st apartment from west at north	NOV SENT 2015/08/05	2015/11/22
65 6	2015/08/01 2015/08/05	C	510	10806228 5172495	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of scalding hot water exceeding the maximum allowable operating temperature of 130f (170f found) located at apt 65, 6th story, 1st apartment from west at north	CERT INVALID 2015/08/17	2015/08/18
64 6	2015/08/01 2015/08/05	C	510	10806229 5172496	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of scalding hot water exceeding the maximum allowable operating temperature of 130f (162f found) located at apt 64, 6th story, 2nd apartment from west at north	CERT INVALID 2015/08/17	2015/08/18
56 5	2015/08/01 2015/08/05	C	790	10806234 5172498	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 8; wg to replace = 0; wg to repair = 0; located at apt 56, 5th story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/07
56 5	2015/08/01 2015/08/05	B	509	10806239 5172497	§ 27-2005 adm code properly secure the loose smoke/co detector at ceiling in the 1st room from north at east located at apt 56, 5th story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23

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56 5	2015/08/01 2015/08/05	B	550	10806240 5172497	§ 27-2005 hmc: trace and repair the source and abate the nuisance consisting of mold ... approximately 3 sq ft, at ceiling in the bathroom located at apt 56, 5th story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23
56 5	2015/08/01 2015/08/05	B	583	10806242 5172497	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling & north wall in the bathroom located at apt 56, 5th story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23
56 5	2015/08/01 2015/08/05	B	508	10806245 5172497	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & north wall in the bathroom located at apt 56, 5th story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23
46 4	2015/08/01 2015/08/05	C	689	10806259 5172500	§ 27-2005, 2006, 2037 hmc: properly repair and abate unsafe electric wiring condition consisting of exposed ground wire at light fixture at ceiling in the foyer located at apt 46, 4th story, 1st apartment from south at west	CERT INVALID 2015/08/17	2015/08/18
46 4	2015/08/01 2015/08/05	B	583	10806260 5172499	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling & north wall in the bathroom located at apt 46, 4th story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23
46 4	2015/08/01 2015/08/05	B	508	10806261 5172499	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & north wall in the bathroom located at apt 46, 4th story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23
35 3	2015/08/01 2015/08/05	B	583	10806263 5172501	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at east wall & south wall in the 6th room from north located at apt 35, 3rd story, 1st apartment from west at north	NOV SENT 2015/08/05	2015/09/23
35 3	2015/08/01 2015/08/05	B	508	10806264 5172501	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at east wall & south wall in the 6th room from north located at apt 35, 3rd story, 1st apartment from west at north	NOV SENT 2015/08/05	2015/09/23
34 3	2015/08/01 2015/08/05	B	583	10806267 5172503	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling & north wall in the 3rd room from east at south located at apt 34, 3rd story, 2nd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
34 3	2015/08/01 2015/08/05	B	508	10806268 5172503	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & north wall in the 3rd room from east at south located at apt 34, 3rd story, 2nd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
34 3	2015/08/01 2015/08/05	A	506	10806269 5172502	§ 27-2005 adm code replace with new the missing door in the 3rd room from east at south located at apt 34, 3rd story, 2nd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
34 3	2015/08/01 2015/08/05	A	591	10806270 5172502	§ 27-2026 adm code reset, so as to secure a proper and tight connection, the water closet bowl; in the bathroom located at apt 34, 3rd story, 2nd apartment from west at north	NOV SENT 2015/08/05	2015/11/22
36 3	2015/08/01 2015/08/05	B	583	10806743 5172504	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the bathroom located at apt 36, 3rd story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23
36 3	2015/08/01 2015/08/05	C	790	10806747 5172505	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 8; wg to replace = 0; wg to repair = 0; located at apt 36, 3rd story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/07
27 2	2015/08/01 2015/08/05	C	510	10806792 5172506	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of scalding hot water exceeding the maximum allowable operating temperature of 130f (182f found) located at apt 27, 2nd story, 2nd apartment from east	CERT INVALID 2015/08/17	2015/08/18

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at south						
26 2	2015/08/01 2015/08/05	C 790	10806813 5172508	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 8; wg to replace = 0; wg to repair = 0; located at apt 26, 2nd story, 1st apartment from south at west	CERT INVALID 2015/08/17	2015/09/07
26 2	2015/08/01 2015/08/05	B 598	10806814 5172507	§ 27-2026 adm code repair the broken or defective connection at waste line at sink in the kitchen located at apt 26, 2nd story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23
26 2	2015/08/01 2015/08/05	B 598	10806817 5172507	§ 27-2026 adm code repair the broken or defective connection at waste line at wash basin in the bathroom located at apt 26, 2nd story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23
26 2	2015/08/01 2015/08/05	B 509	10806820 5172507	§ 27-2005 adm code properly secure the loose water tank at water closet in the bathroom located at apt 26, 2nd story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23
25 2	2015/08/01 2015/08/05	B 583	10806905 5172510	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the bathroom located at apt 25, 2nd story, 1st apartment from west at north	NOV SENT 2015/08/05	2015/09/23
25 2	2015/08/01 2015/08/05	A 556	10806907 5172509	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the ceiling in the bathroom located at apt 25, 2nd story, 1st apartment from west at north	NOV SENT 2015/08/05	2015/11/22
25 2	2015/08/01 2015/08/05	A 509	10806911 5172509	§ 27-2005 adm code properly secure the loose escutcheon at tub spout in the bathroom located at apt 25, 2nd story, 1st apartment from west at north	NOV SENT 2015/08/05	2015/11/22
25 2	2015/08/01 2015/08/05	B 501	10806913 5172510	§ 27-2005 adm code properly repair the broken or defective tub/shower control, hot & cold reversed, in the bathroom located at apt 25, 2nd story, 1st apartment from west at north	NOV SENT 2015/08/05	2015/09/23
25 2	2015/08/01 2015/08/05	C 790	10806914 5172511	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 9; wg to replace = 0; wg to repair = 0; located at apt 25, 2nd story, 1st apartment from west at north	NOV SENT 2015/08/05	2015/09/07
24 2	2015/08/01 2015/08/05	B 583	10806921 5172512	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling & north wall in the 3rd room from east at south located at apt 24, 2nd story, 2nd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
24 2	2015/08/01 2015/08/05	B 508	10806923 5172512	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling & north wall in the 3rd room from east at south located at apt 24, 2nd story, 2nd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
24 2	2015/08/01 2015/08/05	B 598	10806924 5172512	§ 27-2026 adm code repair the broken or defective connection at waste line at wash basin in the bathroom located at apt 24, 2nd story, 2nd apartment from west at north	NOV SENT 2015/08/05	2015/09/23
4 1	2015/08/01 2015/08/05	A 506	10806928 5172513	§ 27-2005 adm code replace with new the missing cover at baseboard heating element at east wall in the 5th room from north located at apt 4, 1st story, 1st apartment from west at north	NOV SENT 2015/08/05	2015/11/22
5 1	2015/08/01 2015/08/05	B 510	10806934 5172514	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of water leak between the water closet tank & water closet bowl in the bathroom located at apt 5, 1st story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23
5 1	2015/08/01 2015/08/05	B 578	10806938 5172514	§ 27-2026 adm code repair the leaky and/or defective water supply pipe at faucet at sink in the kitchen located at apt 5, 1st story, 1st apartment from south at west	NOV SENT 2015/08/05	2015/09/23

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5 1	2015/08/01 2015/08/05	C	790	10806940 5172515	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12.xwg to install = 5; wg to replace = 0; wg to repair = 0; located at apt 5, 1st story, 1st apartment from south at west	CERT INVALID 2015/08/17	2015/09/07
61 6	2015/08/01 2015/08/03	B	508	10804533 5171338	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color north and west walls in the bathroom located at apt 61, 6th story, 1st apartment from south at west	NOV SENT 2015/08/03	2015/09/21
61 6	2015/08/01 2015/08/03	B	742 *	10804544 5171338	§ 27-2070 adm code provide an adequate supply of gas to the fixtures (range) in the kitchen located at apt 61, 6th story, 1st apartment from south at west	NOV SENT 2015/08/03	2015/09/21
61 6	2015/08/01 2015/08/03	A	554	10804555 5171337	§ 27-2005 adm code paint metal in accordance with dept. regulation the riser at north wall in the bathroom located at apt 61, 6th story, 1st apartment from south at west	NOV SENT 2015/08/03	2015/11/20
61 6	2015/08/01 2015/08/03	C	598	10804566 5171339	§ 27-2026 adm code repair the broken or defective connection at waste line to washbasin in the bathroom located at apt 61, 6th story, 1st apartment from south at west	NOV SENT 2015/08/03	2015/08/16
61 6	2015/08/01 2015/08/03	A	556	10804588 5171337	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the baseboard through-out located at apt 61, 6th story, 1st apartment from south at west	NOV SENT 2015/08/03	2015/11/20
61 6	2015/08/01 2015/08/03	B	501	10804614 5171340	§ 27-2005 adm code properly repair the broken or defective electrical light fixture at the ceiling in the 1st room from north located at apt 61, 6th story, 1st apartment from south at west	NOV SENT 2015/08/03	2015/09/21
33 3	2015/07/22 2015/07/30	B	508	10792163 5168661	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the kitchen located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/07/30	2015/09/17
33 3	2015/07/22 2015/07/30	A	510	10792183 5168660	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of a two inch gap between bottom of door and the floor/saddle in the entrance located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/07/30	2015/11/16
33 3	2015/07/22 2015/07/30	B	508	10792192 5168661	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the south wall in the bathroom located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/07/30	2015/09/17
33 3	2015/07/22 2015/07/30	B	502	10792199 5168661	§ 27-2005 adm code properly repair with similar material the broken or defective vinyl floor tiles in the kitchen located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/07/30	2015/09/17
33 3	2015/07/22 2015/07/30	B	742 *	10792202 5168661	§ 27-2070 adm code provide an adequate supply of gas to the fixtures (gas range) in the kitchen located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/07/30	2015/09/17
33 3	2015/07/22 2015/07/30	A	501	10793192 5168660	§ 27-2005 adm code properly repair the broken or defective intercom at west wall in the kitchen located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/07/30	2015/11/16
3 3	2015/07/22 2015/07/30	C	514 *	10793209 5168662	§ 27-2005 adm code fire escape defective. properly secure the 8th tread up from fire escape balcony at building front, 1st from east, 3rd story	CERT INVALID 2015/08/06	2015/08/12
33 3	2015/07/22 2015/07/30	B	576 *	10793236 5168661	§ 27-2024 adm code provide adequate supply of cold water for the fixtures in the entire apartment located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/07/30	2015/09/17
33 3	2015/07/22 2015/07/30	B	577 *	10793239 5168661	§ 27-2024 adm code provide adequate supply of hot water for the fixtures in the entire apartment located at apt 33, 3rd story, 3rd apartment from west at north	NOV SENT 2015/07/30	2015/09/17

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64 6	2015/07/22 2015/07/30	C	670 *	10793269 5169162	§ 27-2031 adm code provide hot water at all hot water fixtures in the entire apartment located at apt 64, 6th story, 2nd apartment from west at north	NOV LATE 2015/08/11	2015/08/04 2015/08/11
37 4	2015/07/28 2015/07/30	C	790	10799272 5168659	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 6; wg to replace = 0; wg to repair = 0; in the entire apartment located at apt 37, 4th story, 2nd apartment from east at south	CERT INVALID 2015/08/17	2015/09/01
37 4	2015/07/28 2015/07/30	B	501	10799273 5168657	§ 27-2005 adm code properly repair the broken or defective electric bell buzzer / intercom system from entrance to bldg. to apt. in the entire apartment located at apt 37, 4th story, 2nd apartment from east at south	NOV SENT 2015/07/30	2015/09/17
37 4	2015/07/28 2015/07/30	C	742 *	10799274 5168658	§ 27-2070 adm code provide an adequate supply of gas to the fixtures at gas range in the kitchen located at apt 37, 4th story, 2nd apartment from east at south	NOV SENT 2015/07/30	2015/08/12
	2015/07/28 2015/07/30	A	500	10799722 5168656	§ 26-1103 admn. code: post and maintain a proper notice on wall of the entrance story in english and spanish on the availability of the agency's housing information guide. a sample notice can be found at www.nyc.gov/hpd.	NOV SENT 2015/07/30	2015/11/16
21 2	2015/07/23 2015/07/27	A	508	10794362 5165728	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at east wall in the private hallway located at apt 21, 2nd story, 1st apartment from east at south	CERT INVALID 2015/08/04	2015/11/13
21 2	2015/07/23 2015/07/27	A	508	10794369 5165728	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the 1st room from east at north located at apt 21, 2nd story, 1st apartment from east at south	CERT INVALID 2015/08/04	2015/11/13
21 2	2015/07/23 2015/07/27	A	591	10794375 5165728	§ 27-2026 adm code reset, so as to secure a proper and tight connection, the water closet bowl .. in the bathroom located at apt 21, 2nd story, 1st apartment from east at south	CERT INVALID 2015/08/04	2015/11/13
21 2	2015/07/23 2015/07/27	B	579	10794378 5165729	§ 27-2026 adm code repair the leaky and/or defective faucets wash basin in the bathroom located at apt 21, 2nd story	CERT INVALID 2015/08/06	2015/09/14
All Stories	2015/07/13 2015/07/16	C	742 *	10781455 5160037	§ 27-2070 adm code provide an adequate supply of gas to the fixtures to entire building	NOV SENT 2015/07/16	2015/07/29
55 5	2015/08/17	B	742 *	10824011	§ 27-2070 adm code provide an adequate supply of gas to the fixtures at stove in the kitchen located at apt 55, 5th story, 1st apartment from east at south	OPEN 2015/08/17	-
47 4	2015/08/17	B	742 *	10825237	§ 27-2070 adm code provide an adequate supply of gas to the fixtures at stove in the kitchen located at apt 47, 4th story, 2nd apartment from west at north	OPEN 2015/08/18	-
63 6	2015/08/19	B	502	10827626	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 2nd room from north at west located at apt 63, 6th story, 3rd apartment from west at north	OPEN 2015/08/19	-
63 6	2015/08/19	C	790	10827627	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 4; wg to replace = 0; wg to repair = 0; in the entire apartment located at apt 63, 6th story, 3rd apartment from west at north	OPEN 2015/08/19	-
63 6	2015/08/19	B	502	10827637	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 2nd room from north located at apt 63, 6th story, 3rd apartment from west at north	OPEN 2015/08/19	-

HPD Building Info

[https://hpdonline.hpdnyc.org/HPDOnline/select\\_application.aspx](https://hpdonline.hpdnyc.org/HPDOnline/select_application.aspx)

63 6	2015/08/19	B	502	10827638	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor in the 1st room from north at west located at apt 63, 6th story, 3rd apartment from west at north	OPEN 2015/08/19
63 6	2015/08/19	C	742 *	10827639	§ 27-2070 adm code provide an adequate supply of gas to the fixtures range in the kitchen located at apt 63, 6th story, 3rd apartment from west at north	OPEN 2015/08/19


	<a href="#">Services</a>   <a href="#">News &amp; Features</a>   <a href="#">City Life</a>   <a href="#">City Agencies</a>   <a href="#">Office of the Mayor</a>   <a href="#">Contact Us</a>   <a href="#">Search</a>
NEW YORK COUNTY CLERK 08/20/2017 01:19 PM	



Exhibit B

Overview for Complaint #:1395908 = RESOLVED

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Buildings

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NYC Department of Buildings

## Overview for Complaint #:1395908 = RESOLVED

Complaint at: 520 WEST 139 STREET

BIN: 1061724

Borough: MANHATTAN

ZIP: 10031

Re: BORO COMMISSIONER HAS ORDERED ALL WORK STOPPED UNDER APP#121746174 DUE TO PERMIT HOLDER WITHDRAWAL

Category Code: 66 PLUMBING WORK - ILLEGAL/NO PERMIT(ALSO SPRINKLER/STANDPIPE)

Assigned To: PLUMBING DIVISION

Priority: B

Entered By: TFE (I) 05/13/2015 11:46:04

Received: 05/13/2015 11:46

Block: 2070

Lot: 43

Community Board: 109

Owner: HARLEM EAST LLC

Last Inspection: 07/15/2015 - BY BADGE # 1992 JONES SHAWN

Disposition: 07/15/2015 - L2 - STOP WORK ORDER FULLY RESCINDED

Disposition Entered By: TFE 07/15/2015 10:18:42

Comments: SWO FULLY RESCINDED. NEW CONTRACTOR OR FILE FOR #121746174

Prev DOB Violation #: 071315PL01GG

## Complaint Disposition History

#	Disposition Date	Code	Disposition	Inspection By	Date
2	07/15/2015	L2	STOP WORK ORDER FULLY RESCINDED SWO FULLY RESCINDED. NEW CONTRACTOR OR FILE FOR #121746174	1992 JONES	07/15/2015
1	07/13/2015	A3	FULL STOP WORK ORDER SERVED BORO COMMISH STOP ALL WORK	2602 GIANN	07/13/2015

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

STATE OF NEW YORK  
COUNTY OF

Pursuant to CPLR 4543(c), this certification will serve to authenticate this document as a true and correct copy of a record of the Department of Buildings. This record was made in the regular course of business of the Department of Buildings, it is the regular practice of the Department to make records of this type, and was made on or about the same time of occurrence of the events recorded.

Dated

7/28/15

By

Designated Certifying Officer

DOB Violation Display for 071315PPL0901GG

Page 1 of 1


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NYC Department of Buildings

## DOB Violation Display for 071315PPL0901GG

Premises: 510 WEST 139 STREET MANHATTAN

BIN: 1061724 Block: 2070 Lot: 43

Issue Date: 07/13/2015

Violation Category: V\* - DOB VIOLATION - DISMISSED

Violation Type: P - PLUMBING

Violation Number: PL0901GG

Device No.:

ECB No.:

Infraction Codes:

Description: BORO COMMISSIONER HAS ORDERED ALL WORK STOPPED UNDER APP #121746174  
 DUE TO PERMIT HOLDER. STOP WORK ORDER ISSUED  
 REMEDY: SEE BORO COMMISSIONER

Disposition:

Code: D - DISMISSED

Date: 07/15/2015

Inspector: 1992

Comments: OK TO DISMISS; NEW CONTRACTOR OF RECORD FOR PERMIT #121746174

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

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Dated 7/28/15 By [Signature] Designated Certification Officer.

<http://dob-bisweb.buildings.nycnet/bisweb-intra/ActionViolationDisplayServlet?requestid=3&allbin=10...> 7/27/2015

Work Permit Data

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Buildings

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NYC Department of Buildings

## Work Permit Data

Premises: 518 WEST 139 STREET MANHATTAN

Filed At: 520 WEST 139TH STREET MANHATTAN

BIN: 1061724 Block: 2070 Lot: 43

Job Type: A2 - ALTERATION TYPE 2

[View Permit History](#) | [Printable \(PDF\) version of this Permit](#) | [Inspection History](#)Job No: 121746174

Fee: STANDARD

Permit No: 121746174-01-PL

Issued: 05/15/2015

Expires: 05/14/2016

Seq. No.: 02

Filing Date: 05/07/2015 RENEWAL

Status: ISSUED

Work:

Proposed Job Start: 09/05/2014

Work Approved: 08/14/2013

PLUMBING - ALTERATION TYPE 2

GENERAL CONSTRUCTION TO REPAIR THE ENTIRE BLDG. FROM FIRE DAMAGE AS REQUIRED. NO CHANGE IN USE, EGRESS OR OCCUPANCY

Use: RES - RESID. BLDG - OLD CODE

Landmark: NO

Stories: 6

Site Fill: NOT APPLICABLE

Review is requested under Building Code: 1968

Issued to: ROBERT T RESNICK

MASTER PLUMBER

Business: AZ WATER MAN CORP

License No: MP 002031

1320 EAST 17TH STREET, 2ND FL BROOKLYN NY 11230-600

Phone: 718-951-8000

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

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Dated 7/28/15 By: [Signature] Designated Certifying Officer

Overview for Complaint #:1400416 = RESOLVED

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Buildings

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NYC Department of Buildings

## Overview for Complaint #:1400416 = RESOLVED

Complaint at: 520 WEST 139 STREET

BIN: 1061724

Borough: MANHATTAN

ZIP: 10031

Re: NEED TO VERIFY IF WORK WAS PERFORMED UNDER LAA 140083587 TO POSSIBLY WITHDRAW

Apartment: CELLAR

Category Code: 1Z ENFORCEMENT WORK ORDER (DOB)  
ENFORCEMENT WORK ORDER: AUDIT/INVESTIGATION

Assigned To: EXECUTIVE INSPECTIONS

Priority: D

Entered By: SHJ (I) 07/13/2015 10:00:55

Received: 07/13/2015 10:00  
Owner: HARLEM EAST LLC

Block: 2070 Lot: 43

Community Board: 109

Last Inspection: 07/15/2015 - BY BADGE # 2602 GIANNAKOPOULOS GEORGE  
Disposition: 07/15/2015 - H1 - PLEASE SEE COMPLAINT NUMBER 1395908  
Disposition Entered By: TFE 07/15/2015 17:03:45  
Comments: SEE COMPLAINT #1395908

## Complaint Disposition History

#	Disposition Date Code	Disposition	Inspection By	Date
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STATE OF NEW YORK  
COUNTY OF

I, \_\_\_\_\_, pursuant to CPLR 4518(c), this certification will serve to authenticate this document as a true and correct copy of the original. This record was made in the regular course of business of the Department of Buildings. It is the regular practice of the Department to make records of this type; and I have signed this document at the same time of occurrence of the events recorded.

7/28/15

By: \_\_\_\_\_

Designated Certifying Officer

<http://dob-bisweb.buildings.nycnet/bisweb-intra/OverviewForComplaintServlet?requestid=2&vlcompdet...> 7/27/2015

Schedule 'B' -- Plumbing/Sprinkler/Standpipe

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Buildings

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## Schedule 'B' -- Plumbing/Sprinkler/Standpipe

Premises: 518 WEST 139 STREET MANHATTAN  
BIN: 1061724 Block: 2070 Lot: 43Doc No: 01  
[View Fixtures](#)Job No: 121746174  
Job Type: A2 - ALTERATION TYPE 2

Work Type: PLUMBING  
Estimated Cost: \$50,000.00  
Remove Violation Number(s):  
Storm Drainage Discharges Into:  
Sanitary Drainage Discharges Into:  
Sewer Work: NONE  
Cap / Remove: NONE  
Replace / Relocate Description: REPLACE PLUMBING FIXTURES WITH NEW  
Gas Fired Equipment Description:  
REPLACE GAS STOVE IN ALL APARTMENTS  
Gas Piping: Y  
Gas Uses: COOK  
Meter Loc: CELLAR  
Riser Loc: CELLAR TO 6TH

Meter Num: 41

Riser Num: 41

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STATE OF NEW YORK  
COUNTY OF

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Dated: 7/28/15By: [Signature]

Designated Certifying Officer

Schedule B - Fixtures

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NYC Department of Buildings

Schedule B - Fixtures

Page: 1

Premises: 618 WEST 139 STREET MANHATTAN

Job No: 121746174BIN: 1081724 Block: 2070 Lot: 43

Doc No: 01

Job Type: A2 - ALTERATION TYPE 2

	FLOORS	CEL	001	002	003	004	005	006
* GAS PIPING		1	1	1	1	1	1	1
GAS METER		41						

\* Indicates Test may be required

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialling 311 or (212) NEW YORK outside of New York City.

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Dated: 7/28/15 By: [Signature] Designated Certifying Officer

Query Inspection Results:1-15-09202

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Buildings INTRANET

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Query Inspection Results:1-15-09202

Premises: 518 WEST 139 STREET MANHATTAN  
BIN: 1061724 Block: 2070 Lot: 43

Licensee: P 001365

GAS SERVICE | COMMENTSJob No: 121746174 01  
Permit Number: 121746174  
Permit Type: PLUMBING

Floor - Apts - Insp Area: - -

Work Description: PLUMBING - NO DESCRIPTION

Inspector Badge: 100P Date of Inspection: 03/19/2015 Time Scheduled: TBD SCHEDULED  
Inspection Reference #: 1327440 Status: INSPECTION CONDUCTED Type: S - SELF-CERT  
Signature:

RESULTS:					
FLOOR	REF NO	SYSTEM	COMPONENT	TEST / INSPECTION	RESULT
000	5042060	3 - WATER & SANITARY	3100 - W&S-FIXTURES	I31A - W&S SYSTEM FINISH	PASS
000	5042059	7 - GAS	7100 - GAS-FIXTURES	I71A - GAS SYSTEM FINISH	PASS

COMMENTS: TOTAL: 1 OPEN: 0

GAS DETAILS - AUTHORIZED FOR THE FOLLOWING END USES: NO AUTHORIZATIONS

METER FLOOR	REF NO	TOTAL METERS	TOTAL RISERS	NEW METER	HEAT	COOK	COIL	HOT WATER	DRYER	BOILER PILOT	FIRE PLACE	HVAC
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If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.STATE OF NEW YORK  
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Dated: 7/28/15 By: *[Signature]* Designated Certifying Officer

<http://dob-bisweb.buildings.nycnet/bisweb-intra/GasServiceInspectionResultsServlet?requestid=5&pass...> 7/27/2015

Query Inspection Results:1-15-18287

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NYC Department of Buildings

## Query Inspection Results:1-15-18287

 Premises: 618 WEST 139 STREET MANHATTAN  
 BIN: 1061724 Block: 2070 Lot: 43

Licensee: P 002031

 Job No: 121746174 01  
 Permit Number: 121746174  
 Permit Type: PLUMBING
[GAS SERVICE](#) | [COMMENTS](#)

Floor - Apts - Insp Area: CEL-6 - -

Work Description: PLUMBING - NO DESCRIPTION

Inspector Badge:	2586	Date of Inspection:	06/17/2015	Time Scheduled:	09:54 ACTUAL
Inspection Reference #:	1350681	Status:	INSPECTION CONDUCTED	Type:	I - INSPECTION
Signature:	R RESNICK				

RESULTS:					
FLOOR	REF NO	SYSTEM	COMPONENT	TEST / INSPECTION	RESULT
CEL	5138372	7 - GAS	7201 - GAS PIPING	T72A - GAS PIPING GAS TEST LOW	FAIL
CEL	5138371	7 - GAS	7201 - GAS PIPING	I72B - GAS PIPING ROUGHING	FAIL

COMMENTS: TOTAL: 3 OPEN: 0

## GAS DETAILS - AUTHORIZED FOR THE FOLLOWING END USES: NO AUTHORIZATIONS

METER FLOOR	REF NO	TOTAL METERS	TOTAL RISERS	NEW METER	HEAT	COOK	COIL	HOT WATER	DRYER	BOILER PILOT	FIRE PLACE	HVAC
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 STATE OF NEW YORK  
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Dated: 7/28/15 By: Designated Certifying Officer

<http://dob-bisweb.buildings.nycnet/bisweb-intra/GasServiceInspectionResultsServlet?requestid=5&pass...> 7/27/2015



Comments for Work Order: 1-15-18287

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Buildings

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NYC Department of Buildings

Comments for Work Order: 1-15-18287

Premises: 518 WEST 139 STREET MANHATTAN

BIN: 1061724 Block: 2070 Lot: 43

Licensee: 002031

Job No: 121746174 01

Permit Number: 121746174

Permit Type: PLUMBING

Showing All Objections (Click to Show Open Only)

CODE	FLOOR	REF NO	SYSTEM	TEST / INSP	INSP DATE	DESCRIPTION	RESOLVED?	RES INSP	RES DATE
NEWOBJ	000	5147014	0 - ALL	100B - NOT APPLICABLE	06/17/2015	AMEND SCHEDULE B GAS INFORMATION TO SHOW CORRECT NUMBER OF RISERS.	YES	11519682	06/29/2015
DOBOBJ	CEL	5147012	7 - GAS	172B - GAS PIPING ROUGHING	06/17/2015	GAS RISER NOT REFLECTED ON APPROVED PLANS	YES	11519682	06/29/2015
DOBOBJ	CEL	5147013	7 - GAS	T72A - GAS PIPING GAS TEST LOW	06/17/2015	GAS TEST INSPECTION NOT READY.	YES	11522142	07/17/2015

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STATE OF NEW YORK  
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Pursuant to CPLR § 4-1.4(a), this Certification will serve to authenticate the foregoing as a true and correct copy of a record of the Department of Buildings. This Record was made in accordance with the regular practice of the Department of Buildings, it is the regular practice of the Department to make records of this type, and it was made at or about the same time of occurrence of the events recorded.

Dated: 7/28/15 By: [Signature] Designated Certifying Officer

<http://dob-bisweb.buildings.nycnet/bisweb-intra/GasServiceInspectionObjectionsServlet?requestid=6&p...> 7/27/2015

Query Inspection Results:1-15-19682

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Buildings

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## Query Inspection Results:1-15-19682

Premises: 518 WEST 139 STREET MANHATTAN  
BIN: 1061724 Block: 2070 Lot: 43

Licensee: P 002031

Job No: 121746174 01  
Permit Number: 121746174  
Permit Type: PLUMBINGGAS SERVICE | COMMENTS

Floor - Apts - Insp Area: CEL THRU 6 - -

Work Description: PLUMBING - NO DESCRIPTION

Inspector Badge: 2586  
Inspection Reference #: 1354017  
Signature: A ZAROOMDate of Inspection: 08/29/2015  
Status: INSPECTION CONDUCTEDTime Scheduled: 07:47 ACTUAL  
Type: I - INSPECTION

RESULTS:					
FLOOR	REF NO	SYSTEM	COMPONENT	TEST / INSPECTION	RESULT
CEL	5152412	7 - GAS	7201 - GAS PIPING	T72A - GAS PIPING GAS TEST LOW	FAIL
CEL	5152411	7 - GAS	7201 - GAS PIPING	I72B - GAS PIPING ROUGHING	FAIL

COMMENTS: TOTAL: 2 OPEN: 0

## GAS DETAILS - AUTHORIZED FOR THE FOLLOWING END USES: NO AUTHORIZATIONS

METER FLOOR	REF NO	TOTAL METERS	TOTAL RISERS	NEW METER	HEAT	COOK	COIL	HOT WATER	DRYER	BOILER PILOT	FIRE PLACE	HVAC
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STATE OF NEW YORK  
COUNTY OF

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Dated 7/28/15 By [Signature], Designated Certifying Officer

<http://dob-bisweb.buildings.nycnet/bisweb-intra/GasServiceInspectionResultsServlet?requestid=5&pass...> 7/27/2015

Comments for Work Order: 1-15-19682

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NYC Department of Buildings

Comments for Work Order: 1-15-19682

Premises: 518 WEST 139 STREET MANHATTAN

BIN: 1061724 Block: 2070 Lot: 43

Licensee: 002031

Job No: 121746174 01Permit Number: 121746174

Permit Type: PLUMBING

Showing All Objections (Click to Show Open Only)

CODE	FLOOR	REF NO	SYSTEM	TEST / INSP	INSP DATE	DESCRIPTION	RESOLVED?	RES INSP	RES DATE
DOBOBJ	CEL	5161098	7 - GAS	T72A - GAS PIPING GAS TEST LOW	06/29/2015	NO GAS PIPE IDENTIFICATION INSTALLED.	YES	<u>11522142</u>	07/17/2015
DOBOBJ	CEL	5161097	7 - GAS	I72B - GAS PIPING ROUGHING	06/29/2015	GAS PIPING IDENTIFICATION LABELS NOT INSTALLED AT THE TIME OF THE INSPECTION.	YES	<u>11522142</u>	07/17/2015

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

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Dated 7/28/15 By: [Signature], Designated Certifying Officer

<http://dob-bisweb.buildings.nycnet/bisweb-intra/GasServiceInspectionObjectionsServlet?requestid=6&p...> 7/27/2015

Query Inspection Results:1-15-20686

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NYC Department of Buildings

## Query Inspection Results:1-15-20686

 Premises: 518 WEST 139 STREET MANHATTAN  
 BIN: 1061724 Block: 2070 Lot: 43

Licensee: P 002031

 Job No: 121746174.01  
 Permit Number: 121746174  
 Permit Type: PLUMBING

[GAS SERVICE](#) | [COMMENTS](#)

Floor - Apts - Insp Area: CEL-6 - -

Work Description: PLUMBING - NO DESCRIPTION

Inspector Badge:	2586	Date of Inspection:	07/06/2015	Time Scheduled:	15:00 ACTUAL
Inspection Reference #:	1356626	Status:	APPLICANT CANCEL	Type:	I - INSPECTION
Signature:					

SCHEDULED: (*)		
SYSTEM	COMPONENT	TEST / INSPECTION
7 - GAS	7201 - GAS PIPING	I72B - GAS PIPING ROUGHING
7 - GAS	7201 - GAS PIPING	T72A - GAS PIPING GAS TEST LOW

(\*) Changes to these tests after the initial inspection scheduling may not be reflected on this website.

COMMENTS: TOTAL: 0 OPEN: 0

## GAS DETAILS - AUTHORIZED FOR THE FOLLOWING END USES: NO AUTHORIZATIONS

METER FLOOR	REF NO	TOTAL METERS	TOTAL RISERS	NEW METER	HEAT	COOK	COIL	HOT WATER	DRYER	BOILER PILOT	FIRE PLACE	HVAC

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 STATE OF NEW YORK  
 COUNTY OF

Pursuant to CPLR 4518(c), this certification will serve to authenticate this document as a true and correct copy of a record of the Department of Buildings. This record was made in the regular course of business of the Department of Buildings, it is the regular practice of the Department to make records of this type, and it was made at or about the same time of occurrence of the events recorded.

 Dated: 7/28/15 By: [Signature] Designated Certifying Officer

[http://dob-bisweb.buildings.nycnet/bisweb\\_intra/GasServiceInspectionResultsServlet?requestid=5&pass...](http://dob-bisweb.buildings.nycnet/bisweb_intra/GasServiceInspectionResultsServlet?requestid=5&pass...) 7/27/2015

Query Inspection Results:1-15-22142

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NYC Department of Buildings

Query Inspection Results:1-15-22142

 Premises: 518 WEST 139 STREET MANHATTAN  
 BIN: 1081724 Block: 2070 Lot: 43

 Licensee: P 002031  
GAS SERVICE | COMMENTS

 Job No: 121746174 01  
 Permit Number: 121746174  
 Permit Type: PLUMBING

 Floor - Apts - Insp Area: CEL, 1 THRU 6 - -  
 Work Description: PLUMBING - NO DESCRIPTION

Inspector Badge:	2586	Date of Inspection:	07/17/2015	Time Scheduled:	10:16 ACTUAL
Inspection Reference #:	1360174	Status:	INSPECTION CONDUCTED	Type:	I - INSPECTION
Signature:	R RESNICK				

RESULTS:					
FLOOR	REF NO	SYSTEM	COMPONENT	TEST / INSPECTION	RESULT
006	5185328	7 - GAS	7201 - GAS PIPING	I72B - GAS PIPING ROUGHING	PASS
006	5185330	7 - GAS	7201 - GAS PIPING	T72A - GAS PIPING GAS TEST LOW	PASS
CEL	5185329	7 - GAS	7201 - GAS PIPING	I72B - GAS PIPING ROUGHING	PASS
CEL	5185331	7 - GAS	7201 - GAS PIPING	T72A - GAS PIPING GAS TEST LOW	PASS
001	5177958	7 - GAS	7100 - GAS-FIXTURES	I71A - GAS SYSTEM FINISH	PASS
001	5177957	7 - GAS	7201 - GAS PIPING	T72A - GAS PIPING GAS TEST LOW	PASS
006	5185327	7 - GAS	7100 - GAS-FIXTURES	I71A - GAS SYSTEM FINISH	PASS
001	5177956	7 - GAS	7201 - GAS PIPING	I72B - GAS PIPING ROUGHING	PASS

COMMENTS: TOTAL: 3 OPEN: 0

GAS DETAILS - AUTHORIZED FOR THE FOLLOWING END USES: NO AUTHORIZATIONS

METER FLOOR	REF NO	TOTAL METERS	TOTAL RISERS	NEW METER	HEAT	COOK	COIL	HOT WATER	DRYER	BOILER PILOT	FIRE PLACE	HVAC
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If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

 STATE OF NEW YORK  
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dated 7/28/15 By [Signature] Designated Certification Officer

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Comments for Work Order: 1-15-22142

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Buildings

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NYC Department of Buildings

Comments for Work Order: 1-15-22142

Premises: 518 WEST 139 STREET MANHATTAN  
BIN: 1061724 Block: 2070 Lot: 43

Licensed: 002031

Job No: 121746174 01  
Permit Number: 121746174  
Permit Type: PLUMBING

Showing All Objections (Click to Show Open Only)

CODE	FLOOR	REF NO	SYSTEM	TEST / INSP	INSP DATE	DESCRIPTION	RESOLVED?	RES INSP	RES DATE
NEWOBJ	000	5185332	0 - ALL	100B - NOT APPLICABLE	07/17/2015	GAS ROUGHING / FINISH COMPLETE FROM CELLAR 1-6-FLOOR AS PER APPROVED.	YES	11522142	07/17/2015
NEWOBJ	000	5185334	0 - ALL	100B - NOT APPLICABLE	07/17/2015	GAS AUTHORIZATION IS REQUIRED FOR EACH APTS 1- 6FL AS PER THE APPROVED PLANS.	YES	11522142	07/17/2015
NEWOBJ	000	5185333	0 - ALL	100B - NOT APPLICABLE	07/17/2015	GAS TEST INSPECTION PASS; (41) NEW METERS IN CELLAR; (41) NEW RISERS FROM CELLAR 1- 6FL IN APTS #1-6 ON 1FL;#21-27 ON 2-FL; #31-37 ON 3-FL;#41-47 ON 4-FL; #51-57 ON 5-FL;#61-67 ON 6-FL; END USAGE (RES) COOKING APPLIANCES ONLY.	YES	11522142	07/17/2015

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STATE OF NEW YORK  
COUNTY OF

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Dated: 7/28/15 By: [Signature] Designated Certifying Officer

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Document Overview

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Buildings

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NYC Department of Buildings

Document Overview

Page: 1 of 1

Premises: 518 WEST 139 STREET MANHATTAN

Job No: 121748174

BIN: 1061724 Block: 2070 Lot: 43

Num. of Documents: 4

Job Type: A2 - ALTERATION TYPE 2

DOC NO

WORK TYPE(S) / STATUS / JOB DESCRIPTION

01 GENERAL CONSTRUCTION TO REPAIR THE ENTIRE BLDG FROM FIRE DAMAGE AS REQUIRED : NO CHANGE IN USE, EGRESS OR OCCUPANCY

Status: R - PERMIT ISSUED - ENTIRE JOB/WORK

Status Date: 05/15/2015

Plans Page Count: 007

Directive 14: Y

Applicant Name: ALI ASHRAF

Pre-Filing Date: 08/12/2013

TYPE

STATUS DATE

STATUS

A2 - ALTERATION TYPE 2

08/14/2013

R: PERMIT ISSUED - ENTIRE JOB/WORK

OT - GEN. CONSTR.

03/26/2015

R: PERMIT ISSUED - ENTIRE JOB/WORK

PL - PLUMBING

07/17/2015

X: SIGNED OFF

02 PAA FOR DOC #01

Status: P - PLAN EXAM - APPROVED

Status Date: 04/08/2015

Plans Page Count: 0

Directive 14: Y

Applicant Name: ALI ASHRAF

Pre-Filing Date: 03/03/2015

TYPE

STATUS DATE

STATUS

A2 - ALTERATION TYPE 2

04/08/2015

P: PLAN EXAM - APPROVED

PL - PLUMBING

04/08/2015

P: PLAN EXAM - APPROVED

03 PAA FOR DOC #01

Status: P - PLAN EXAM - APPROVED

Status Date: 04/30/2015

Plans Page Count: 0000

Directive 14: Y

Applicant Name: ALI ASHRAF

Pre-Filing Date: 04/22/2015

TYPE

STATUS DATE

STATUS

A2 - ALTERATION TYPE 2

04/30/2015

P: PLAN EXAM - APPROVED

PL - PLUMBING

04/30/2015

P: PLAN EXAM - APPROVED

04 PAA FOR DOC #01

Status: P - PLAN EXAM - APPROVED

Status Date: 06/26/2015

Plans Page Count: 0

Directive 14: Y

Applicant Name: ALI ASHRAF

Pre-Filing Date: 06/22/2015

TYPE

STATUS DATE

STATUS

A2 - ALTERATION TYPE 2

06/26/2015

P: PLAN EXAM - APPROVED

PL - PLUMBING

06/26/2015

P: PLAN EXAM - APPROVED

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Query Inspection Results:1-15-22791

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Buildings INTRANET

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NYC Department of Buildings

Query Inspection Results:1-15-22791

Premises: 518 WEST 139 STREET MANHATTAN  
BIN: 1061724 Block: 2070 Lot: 43

Licensee: P 002031

Job No: 121746174 01  
Permit Number: 121746174  
Permit Type: PLUMBINGGAS SERVICE | COMMENTS

Floor - Apts - Insp Area: - -

Work Description: PLUMBING - NO DESCRIPTION

Inspector Badge: 2306 Date of Inspection: 07/17/2015 Time Scheduled: TBD TBD  
 Inspection Reference #: 1362092 Status: INSPECTION CONDUCTED Type: A - ADMINISTRATIVE  
 Signature:

RESULTS:					
FLOOR	REF NO	SYSTEM	COMPONENT	TEST / INSPECTION	RESULT
000	5185792	7 - GAS	7201 - GAS PIPING	A72A - GAS AUTHORIZATION	PASS

COMMENTS: TOTAL: 2 OPEN: 0

## GAS DETAILS - AUTHORIZED FOR THE FOLLOWING END USES:

METER FLOOR	REF NO	TOTAL METERS	TOTAL RISERS	NEW METER	HEAT	COOK	COIL	HOT WATER	DRYER	BOILER PILOT	FIRE PLACE	HVAC
000	5185792	41	41	X		Y						
		METER LOCATION: CELL RISER LOCATION: CELL-6										

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STATE OF NEW YORK  
COUNTY OF

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Dated: 7/28/15 By: [Signature], Designated Certifying Officer

<http://dob-bisweb.buildings.nycnet/bisweb-intra/GasServiceInspectionResultsServlet?requestid=5&pass...> 7/27/2015



LAA Application Details

Page 1 of 1


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NYC Department of Buildings

LAA Application Details

NO INSPECTIONS COMPLETED FOR JOB 122292697

Premises: 518 WEST 139 STREET MANHATTAN

BIN: 1061724 Block: 2070 Lot: 43

LAA #: 122292697

[Documents Collected](#) | [Plumbing Insp](#) | [Payment History](#) | [Virtual Job Folder](#) | [Signoff](#)
[Printable \(PDF\) version of Permit](#)

Last Action: APPROVED - 06/19/2015 (E)

Pre-Filed: 04/14/2015

Approved: 06/19/2015 9:36 AM

Expiration: 06/19/2016

Electronically Filed: No

[Work Description](#)

## Location Information (Filed At)

House No(s): 520

Street Name: WEST 139 STREET

Borough: MANHATTAN

Block: 2070

Lot: 43

BIN: 1061724

CB No: 109

Work on Floor(s): CEL

## Fee Assessment

Fee Structure: STANDARD

Estimated Cost: Category 1 - Estimated Cost of Limited Work \$3,000.00

## Additional Information

Building Characteristics: Other

Legalization: No

 Administrative Notes: 042315 DISAP- DUE TO PENDING VACATE ORDER CONTACT BORO OFFICE;SEE CHECKLIST 6/19/15-  
LAA CORRECTED.

## Applicant Information

Name: ROBERT R GIULIANTE

Business Name: SENID PL &amp; HTG CORP

Business Phone: 718-445-3710

Business Address: 122-11 18TH AVENUE, COLLEGE POINT, NY 11356

License Type: MASTER PLUMBER

License Number: 001220

Applicant Insured By: HARLEYSVILLE

Insurance Expires: Q8/07/2015

## Work Detail

Plumbing: Category 1 (Estimated Cost \$36,000 or Less) WATER PLUMBING WORK

## Proposed Work Summary:

INSTALL HEAT EXCHANGER ON EXISTING STEAM BOILER &amp; RUN APPROX 60' OF 2" SUPPLY &amp; RETURN PIPING ON BOILER IN CELLAR.

\*0413GS\_0604/5GS

## Asbestos Abatement Compliance

The scope of work is exempt from the asbestos requirement as defined in the regulations promulgated by the NYC DEP (15 RCNY 1-23 (b)) or is an alteration to a building constructed pursuant to plans submitted for approval on or after April 1, 1987, in accordance with §28-106.1.

 STATE OF NEW YORK  
COUNTY OF

 If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

 Department of Buildings  
was made about the  
Dated 7/28/15

<http://dob-bisweb.buildings.nycnet/bisweb-intra/JobsPRAPlumbingInspectionHistoryServlet?requestid=...> 7/27/2015

Exhibit C

CERTIFICATION

STATE OF NEW YORK           )  
  ) SS:  
COUNTY OF NEW YORK       )

Dylsia Tapia, being duly sworn, deposes and says:

I am an assistant chief clerk in the Department of Health and Mental Hygiene of the City of New York (the "Department").

Pursuant to §17-102 (a) and §17-130 of the Administrative Code of the City of New York, and §4518 of the New York Civil Practice Law and Rules, I hereby certify that the attached records are true copies of records of acts, transactions, occurrences or events made in the regular course of business of the Department, and that it was the regular course of business or the Department to make such records at the time(s) of the acts, transactions, occurrences or events, or within a reasonable time thereafter.

MONIQUE LIPSCOMB *[Signature]*  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01116266236  
Qualified in New York County  
My Commission Expires 7/23/16

*[Signature]*  
Dylsia Tapia

Sworn to before me this 21 day of August, 2015

*[Signature]*  
NOTARY PUBLIC

NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
DIVISION OF ENVIRONMENTAL HEALTH  
INSPECTION REPORT — NOTICE OF VIOLATION

PG. 1 OF 1

OWNER HARLEM EAST, LLC Goldman REALTY	D/B/A 520 WEST 139th ST	C.C. NO. 15-07-20-284
ADDRESS 1360 E 14th ST, SRE 101, Bklyn, NY 11230	BORO Manhattan	PERMIT NO.
BUREAU B	PROGRAM TX	DATE 07/24/15

ITEM  
NUMBER

## DESCRIPTION OF VIOLATIONS

Re - Indoor Air Quality Investigation

The office of Environmental Investigation visited the above location (520 W 139th St, NYC) to investigate an odor nuisance complaint. AS per complainant, Apt 61 still had fumes/odors from the fire present. Survey found there was a mild to moderate burnt substances odor still present in Apt 61. However, Apt had been vacated by Tenant for repairs.

The Dept of Health advises that you abate the odor nuisance and complete the repairs to the Apt. prior to re-occupying.

VR/RAS

NOTICE: Department of Health and Mental Hygiene employees must show identification on request.

RECEIVED BY Mail copy	SIGNATURE & BADGE 3047	SUPERVISOR'S SIGNATURE	DATE
--------------------------	---------------------------	------------------------	------

Exhibit D

3 atty

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART B

ANGIE VARGAS, ET AL.,	
Petitioners,	
- against -	Index No. HP 1599/2013
HARLEM EAST LLC	CONSENT ORDER
Respondent-Landlord,	
- & -	
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT (DHPD),	
Respondent-DHPD,	
- & -	
DEPARTMENT OF BUILDINGS (DOB)	
Respondent-DOB.	

It is hereby stipulated and agreed as follows:

1. Respondent-Landlord, as defined by the Housing Maintenance Code of the City of New York and the Multiple Dwelling Law of the State of New York is the owner of 518-520 West 139<sup>th</sup> Street, New York, NY 10031 ("premises").
2. Respondent-Landlord, its agents, successors, assignees and employees shall correct all the violations listed in the Violation Summary Report dated January 16, 2014 and all conditions at the premises listed in the HPD Order to Repair/Vacate Order which took effect on August 13, 2013 and the DOB Vacate Order dated July 29, 2013 by April 30, 2015.
3. Respondent-Landlord and DHPD represent that pursuant to the DHPD initiated case under Index No.:2043/2013, parties have entered into a Consent Agreement and

attach a Schedule A which details a specific schedule of repairs for the premises. This Schedule A shall be incorporated herein and shall be made a part of the instant stipulation.

4. Within the period to correct in paragraph 2, above, Respondent-Landlord shall meet the deadlines contained in the Schedule A to be attached to the Consent Order under Index Number 2043/2013. Respondent-Landlord must proceed with due diligence to repair the work within the time period set forth in Paragraph 2 and the Schedule A, incorporated herein.
5. Upon completion of the work set forth in Paragraph 2, each Petitioner and their occupants will be restored to possession of their respective apartments.
6. Respondent-Landlord shall furnish reports to Petitioners and HPD every 4 weeks detailing the progress of repairs to date and the planned work for the ensuing 4 week period, until such time as all the violations are corrected. Reports shall be sent to the following email addresses: [srahman@urbanjustice.org](mailto:srahman@urbanjustice.org), [bassm@hpd.nyc.gov](mailto:bassm@hpd.nyc.gov), [thomasef@hpd.nyc.gov](mailto:thomasef@hpd.nyc.gov).
7. In the event that Petitioners would like clarification of the progress report or some additional information, Respondent-Landlord agrees to meet with tenants within two weeks of receiving a written request. Such request shall be made between parties' attorneys. If necessary, Respondent-Landlord will have an architect, engineer or contractor available at such meeting.
8. During the time period set forth in Paragraph 2, Respondent-Landlord will not alter the layout nor change/move the perimeter walls. The square footage of each apartment will stay the same as it was prior to the July 22, 2013 fire.

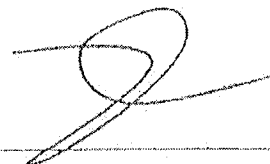
9. Petitioners reserve their right to seek any and all relief and remedies pursuant to law, including the right to restore this action to the court's calendar for noncompliance at any stage of the deadlines set forth in the Schedule A.
10. Petitioners reserve their right to seek civil and criminal contempt if there is any default in performance of any of the terms hereunder.
11. Petitioners reserve their right to seek civil penalties on all violations listed in the Violations Summary Report dated January 23, 2014 limited to those penalties, which have not already been recovered by HPD.
12. The Court shall retain continuing jurisdiction over this matter, HP# 1599/2013, regarding the subject premises.



*Attorney for Petitioners*  
Sadia Rahman, of Counsel  
Harvey Epstein, Esq.  
Urban Justice Center  
123 William St., 16<sup>th</sup> Fl.  
New York, NY 10038  
(646) 459-3016



*Attorney for Respondent-HPD & DOB*  
Martine Bass, of Counsel,  
Deborah Rand, Esq.  
DHPD-Housing Litigation Div.  
100 Gold Street, 6<sup>th</sup> Fl.  
New York, NY 10038  
(212) 863-5532



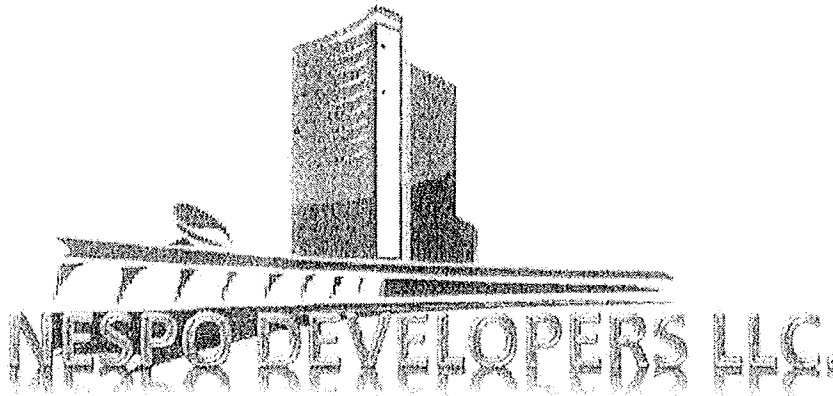
*Attorney for Respondent-Landlord*  
Michael Cohen  
Green & Cohen, P.C.  
319 East 91<sup>st</sup> Street  
New York, NY 10128  
(212) 831-4400

SABRINA B. KRAUS  
JUDGE, HOUSING COURT

Dated:

SO ORDERED:

Hon. Sabrina Kraus  
JUDGE, HOUSING PART B



Phase 1 due to the cold weather work might be slowing down. Phase 1 to be four months (by April 30, 2014)

Article I: Demolition and Cleanup and

- 1.1 Remove all existing walls (exterior and interior load bearing wall) and floors from 5<sup>th</sup> floor/6<sup>th</sup> floor joist junction upward beginning with the south end of the inner courtyard wall extending around until the south west corner junction. Remove sufficient wall from the west wall for north wall tie in. Weld and tie in  $\frac{3}{4}$ " steel angle from west wall to north wall.
- 1.2 Remove all existing beams damaged by fire and prepare for new construction
- 1.3 Remove all sub flooring from 6th floor. Level to the joist using 2"x8" sistered to the joists. Lay  $\frac{3}{4}$ " CDX subfloor
- 1.4 replace 17 damaged beams between 5th and 6<sup>th</sup> floor using 3"x 12" Doug Fir #2. Cement new beams in place.
- 1.5 All demolition work as per plans
- 1.6 Remove existing rubber roof replace sub plywood as necessary using  $\frac{3}{4}$ " CDX.

1.7 Remove existing parapet wall from south junction of inner courtyard (including chimney) extending the northwest circumference of the building and terminating at the elevator tower. Demolition shall be down to the window lintels. Parapet to be rebuilt as either of the following: (a) reinforced 12"x8" CMU (75% solid) with anchored brick veneer or (b) reinforced 12" X 8" CMU (75% solid), sealed with cement then Thorocoat and a layer of Aluminum flashing along the outward facing side of the parapet extending from the insert of bullnose coping to the window lintels.

Replace window lintels using steel angles/ C-channels and .  
Install windows on 6<sup>th</sup> floor

1.8 install new skylight on top of bulkhead Install Aluminum flashing covering the entire surface area of the bulkhead.

1.9 installs all new 3x12 Douglas fir #2 from the north wall to the south wall of the west wing of the building. Joists to run east west at prior elevation centering on the interior load bearing wall.

1.10 Interior load bearing wall to be rebuilt using doublewide 75% solid block reinforced with rebar embedded in lower layer of brick epoxied in place.

1.11 Fabricate W12x22 Steel beam anchored from the interior load bearing wall to the north wall. Joists to meet at the steel beam. TCO's to be welded in place. Pending engineer opinion, weld in place 1/2" 45 degree directional steel angles from interior load bearing wall to northwest and northeast wall junctions of west wing.

#### Article 2: Roof And structural Steel

2.1 Rebuilt brick veneer to match existing anchored into cmu

2.2 New 12" by 8" thick. Concrete block 75% solid reinforced with #4 bars @24" o.c and Dura wall @ 16" o.c as backup to veneer.

2.3 All joists to be 3x12 Douglas fir #2. Install 2 layers of 3/4 cdx plywood atop newly framed cockloft as roof subflooring



- 2.4 Build- up roof cockloft to existing slope with sheered 2x6 anchored on top of the 3x12 joists.
- 2.5 Replace coping to match existing using clay bullnose coping. Replace coping as necessary on east wing.
- 2.6 fabricate all steel for roof support: front and rear section – W12 x22 with welded TCOs.
- 2.7 Provide and install new roofing insulation. Install double layer heat applied rubber roof APP70 or equivalent. Rolled rubber to terminate 6" above the roof bed on all walls, chimney, bulkhead etc. Roofing edge to be anchored to parapet using concrete anchored termination bars.
- 2.8 Provide and install aluminum flashing on all parapet walls, chimney. Flashing to begin at coping junction and to extend to roof bed. All seems to be sealed using waterproofing agent/silicone/or equivalent.
- 2.9 Provide and install all concrete precast stone to match existing.
- 2.10 Provide all water proofing as required, completely seal and thorocoat interior parapet wall.
- 2.11 Provide and install all steel angles for windows
- 2.12 finish and water proof face of parapet wall to match existing
- 2.13 Fabricate and install fence at East wing north wall.

Note

**All structural work to be approved by license engineer**

**For final work**

**-All work to be performed in accordance with OSHA standards**

**-Contractor to maintain at least one member on site at all times with a minimum of OSHA 10.**

ARTICLE 6: PLUMBING FIXTURES

Supply and install new shower buddy.  
Supply and install new bathtubs  
Supply and install new faucets.  
Supply and install new sink & cabinets.  
Supply and install new toilet.  
Supply and install new medicine cabinet.

by 10/15/14

ARTICLE 7: ELECTRICAL WORK

Each apartment to have an 80 amp electrical panel.  
General contractor will provide light at the roof, front of building and all common areas.  
All electrical work will be completed according to New York City code and regulations.

by 10/31/14

ARTICLE 8: IT CABLES AND INTERCOM

General contractor will provide and install IT cables in each apartment.  
General contractor will provide and install intercom system in each apartment, main panel of which will be located at the front of the building.

skw  
by 10/31/14

ARTICLE 9: ELECTRICAL FIXTURES

General contractor will provide and install electrical fixtures throughout every apartment.  
Light fixtures to be installed in the hallways of every floor.  
General contractor will provide and install electrical fixtures on the roof, at rear yard, and in front of the building.  
General contractor will provide and install all exit signs, smoke detectors and carbon monoxide detectors as required according to New York City code.

and  
JH

by 4/30/15

ARTICLE 10: SHEETROCK AND WATER RESISTANT SHEETROCK

Installation to be using 5/8" sheetrock throughout every apartment, walls and ceilings.  
All dividing walls between hallways and apartments must have two layers of 5/8" sheetrock.  
All dividing walls must have Two-Hour Fire-Rated sheetrock between beams.  
All bathrooms will have water resistant sheetrock.  
Staircases and common areas will have Two-Hour Fire-Rated sheetrock installed.  
All corners to have solid corner beads.  
All sheetrock installed adjacent to brick walls must have J-bead aluminum stripe.

by 1/31/15

ARTICLE 11: PLASTERING AND TAPING

by 4/30/15

General contractor to cover all walls and ceilings with three coats of taping with USG compound.

All taping will be mixed with Plaster of Paris to prevent any cracks or deflections.

Walls to be taped properly and made ready for priming.

ARTICLE 12: PRIMING AND PAINTING

by 4/30/15

All walls and ceilings must be primed properly, ready for painting.

Each apartment will be painted with two colors, one for the ceilings and one for the walls. Colors to be chosen by Owner.

Doors and moldings to be painted with white semi-gloss finish.

All hallways and common areas are to be painted with two colors, one for the ceiling and one for the walls. Colors to be chosen by Owner.

ARTICLE 13: CERAMIC TILES AND BATHROOM

by 4/30/15

General contractor will provide and install ceramic tiles for walls and floors.

General contractor will provide and install bathroom accessories such as towel bar, toilet paper holder and soap dish.

ARTICLE 14: WOOD FLOORING

General contractor will provide and install new wood flooring throughout all apartments.

Wood flooring to be prefinished 5" wide.

by 4/30/15

ARTICLE 15: KITCHEN CABINETS

by 4/30/15

General contractor will provide and install top and bottom kitchen cabinets.

General contractor will provide and install stone countertops in every kitchen.

General contractor will provide and install ceramic tiles for backsplash.

ARTICLE 16: APPLIANCES

by 4/30/15

General contractor will provide and install all appliances for every apartment.

All appliances to be Kenmore stainless steel.

ARTICLE 17: DOORS AND MOLDINGS

General contractor will provide and install all doors and moldings.

All doors to be Shaker doors, single panels,

All moldings to be 1x4" around doors and 1x6" for base moldings.

General contractor will provide and install all apartment entrance metal doors.

Apartment entrance doors to be 7' high, 1-1/2 hour fire rated according to New York City Code.

General contractor will provide and install all hardware on doors.

ARTICLE 18: LOBBY

General contractor to construct new floors, walls and ceilings in lobby.

General contractor to coordinate design and color with Owner and designer according to and within budget.

General contractor to supply and install new building entrance doors.

ARTICLE 19: MECHANICAL AND VENTILATION

Install new ventilation system for kitchens according to drawing.

Install new ventilation system for bathrooms according to drawing.

All ventilation systems must be properly installed and covered by fire rated walls.

All exhaust fans to be installed on the roof.

All ventilation systems to be installed with fire dumpers according to New York City Code.

ARTICLE 20: New Elevator

Replace all elevator system

Install new elevator according New York City Code.

Reconstruct Two-Hour Fire-Rated walls throughout elevator shaft.

## **EXHIBIT H**



**The Law Offices of Ari Mor, Esq., P.C.**

T: (347) 850-0578  
Email: Ari.Mor.Esq@gmail.com

347 E 65<sup>th</sup> St., Suite 2RW  
New York, New York 10065

September 14, 2016

Regular Mail and Email:

Green and Cohen. P.C.  
319 East 91<sup>st</sup> Street #Bs  
New York, NY 10128

Talpion  
65 E 55th St #34,  
New York, NY 10022

Harlem East LLC  
1360 e14th Street Suite 101  
Brooklyn, NY 11230

jonathan@goldmontrealty.com

Matter: INDEX NO.: HP 1599/2013  
Angie Vargas, et al. –against- Harlem East LLC, et al.

VIOLETION OF SO ORDERED CONSENT ORDER  
DATED 1-24-14 INCORPORATED WITHIN SO ORDERED  
STIPULATION OF SETTLEMENT DATED 12-15-15

**DEMAND FOR PAYMENT**

To whom it may concern:

This office has been retained by Nikia Nelson (Apartment 34) in the above referenced matter. As you are surely aware, HARLEM EAST LLC, SHANNON DOHERTY, and MICHAEL SWEICA (collectively “Landlord”), through their Attorneys Green and Cohen, P.C. entered into a binding SO ORDERED CONSENT ORDER DATED 1-24-14 with Ms. Nelson,

whereby, Landlord agreed, *inter alia*, to not “alter the layout nor change/move the perimeter walls” of Ms. Nelson’s apartment as Landlord rehabilitated said apartment due to fire damage.

Ms. Nelson has informed this office that the Landlord has materially breached said Consent Order in that Landlord completely and contumaciously *altered* the layout of Ms. Nelson’s apartment. Additionally, this office has been informed that the Landlord had attempted to unscrupulously rent the Premises to a third party and has failed to offer Tenant(s) a proper Rent Stabilized Lease/Renewal. Accordingly, because of Landlord’s despicable dealings, Ms. Nelson has suffered immense damages. As such, if the Landlord wishes to avoid a lawsuit and the incurrence of additional liability to Tenant for their expenses, fees, disbursements and other charges, it is hereby demanded that:

1. Landlord **IMMEDIATELY** pay to Ms. Nelson the sum of **one-hundred-thousand dollars (\$100,000.00)**, on or before **October 15, 2016** (Payment must be made by bank check or money order, made payable to “Nikia Nelson” and delivered to this office located at the address below); OR
2. Return the subject Apartment to the original layout as it was prior to the fire that occurred on or about July 22, 2013; and
3. Landlord **IMMEDIATELY** provide Ms. Nelson with a proper Rent Stabilized Lease/Renewal.

If Landlord fails to meet the demands herein, the Tenant will have no choice but to commence a lawsuit and to file a claim with the appropriate housing authorities.

Very truly yours,



---

Ari Mor, Esq.  
The Law Offices of Ari Mor, Esq., P.C.  
347 E 65th St., Suite 2RW  
New York, New York 10065  
T: (347) 850-0578 Email: Ari.Mor.Esq@gmail.com

## **EXHIBIT I**



CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK

HARLEM EAST LLC

Petitioner-Landlord,

Index No. L&T \_\_\_\_\_/17

**NOTICE OF PETITION**

- against -

NIKIA NELSON  
520 West 139<sup>th</sup> Street, Apt. #34  
New York, New York 10031

Respondent-Tenant,

"JOHN/JANE DOE"

Respondents-Subtenants.

-----X  
To the Respondents above named and described, in possession of the Premises hereinafter described or claiming possession thereof:

**PLEASE TAKE NOTICE** that a hearing at which you must appear will be held at the Civil Court of the City of New York, County of New York, Part F, Room 830, 111 Centre Street, County, City and State of New York, on APRIL 20, 2017, at 2:30 o'clock in the forenoon of that day, on the annexed Petition of HARLEM EAST LLC, verified on April 4, 2017, which prays for a final judgment of eviction, awarding to Petitioner the possession of the Premises described as follows: **Apartment #34** all rooms, in the Premises known as and located at **520 West 139th Street, New York, New York 10031**, as demanded in the Petition, which you must answer. Your Answer may set forth any defense or counterclaim against the Petitioner, unless precluded by law or by prior agreement between the parties.

**PLEASE TAKE FURTHER NOTICE**, that demand is made in the Petition herein for judgment against you for the reasonable value of use and occupancy of the subject Premises.

**PLEASE TAKE FURTHER NOTICE**, that if you fail to interpose and establish any defense that you may have to the allegations of the Petition, you may be precluded from asserting such defense or the claim upon which it is based in any other proceeding or action.

**PLEASE TAKE FURTHER NOTICE**, that under Section 745 of the Real Property Actions and Proceedings Law, you may be required by the Court to make a rent deposit, or a rent payment to the petitioner, upon your second request for an adjournment or if the proceeding is not settled or a final determination has not been made by the Court within 30 days of the first court appearance. Failure to comply with an initial rent deposit or payment order may result in the entry of a final judgment against you without a trial. Failure to make subsequent required deposits or payments may result in an immediate trial on the issues raised in your answer.

**IN THE EVENT OF YOUR FAILURE TO ANSWER AND APPEAR, FINAL JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF DEMANDED IN THE PETITION.**

Dated: New York, New York  
April 4, 2017

/s/

CAROL ALT, Clerk of the Civil Court  
the City of New York

*Carol Alt*  
CHIEF CLERK  
APR 11 2017  
NEW YORK COUNTY  
CIVIL COURT

PART F ROOM 830 TIME 2pm

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK-----X  
HARLEM EAST LLC

Petitioner-Landlord,

- against -

NIKIA NELSON

520 West 139th Street, Apt. #34

New York, New York 10031

Respondent-Tenant,

"JOHN/JANE DOE"

Respondents-Subtenants.  
-----X

Index No. L&amp;T \_\_\_\_\_/17

NOTICE OF PETITION

(Residential Holdover)

---

**GREEN & COHEN, P.C.**

Attorneys for Petitioner

319 East 91<sup>st</sup> Street, Professional Suite

New York, New York 10128

(212) 831-4400

4/20 Part F Room 830

2:00PM

To:

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Date:

\_\_\_\_\_  
Attorney (s) for

## PLEASE TAKE NOTICE

☐ that the within is a (certified) copy of a \_\_\_\_\_ entered in the office of the  
NOTICE OF clerk of the within named Court on \_\_\_\_\_ 2017  
ENTRY☐ that an Order, of which the within is a true copy, will be presented for the  
NOTICE OF settlement to the Hon. \_\_\_\_\_ one of the judges of the within named  
SETTLEMENT Court, at 111 Centre St. on \_\_\_\_\_ 2017, at \_\_\_\_\_ M

TO:

ATTORNEYS FOR:

**Green & Cohen, P.C.**319 East 91<sup>st</sup> Street, Professional Suite

New York, New York 10128

(212) 831-4400

2017 APR 18 PM 12:25

CIVIL COURT  
NEW YORK COUNTY

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK-----X  
HARLEM EAST LLC

Petitioner-Landlord,

- against -

Index No. L&amp;T \_\_\_\_\_/17

PETITION

(Residential Holdover)

NIKIA NELSON

520 West 139th Street, Apt. #34

New York, New York 10031

Respondent-Tenant,

"JOHN/JANE DOE"

Respondents-Subtenants.

-----X

The Petition of **HARLEM EAST LLC**, Landlord, respectfully alleges, upon information and belief:

1. The Petitioner is the owner and landlord of the Premises, and is authorized to maintain this proceeding.

2. Respondent, **NIKIA NELSON**, is the tenant of the Premises, entered into possession under a written rental agreement made heretofore. Respondents, **"JOHN/JANE DOE"** are the Subtenants of Respondent, **NIKIA NELSON**.

3. The Premises are described as follows: all rooms, **Apartment #34**, in the Premises known as and located at **520 West 139th Street, New York, New York 10031**, which is located within the territorial jurisdiction of the Civil Court of the City of New York, County of New York.

4. The petitioner heretofore served the Respondent a Notice of Termination dated March 8, 2017 and expiring **April 2, 2017**, in writing, copies of which along with proof of service are annexed hereto and made a part of this petition. The landlord elected to terminate the tenancy and proceed to recover possession of the premises unless the tenant removes from the premises on the day which said term expired.

5. The premises are subject to the Rent Stabilization Law of 1969 as amended and have been duly registered with the New York State Division of Housing and Community Renewal and the rents sued for herein do not exceed the lawful rent for the premises.

6. The premises are a multiple dwelling, and pursuant to the Housing Maintenance Code, Article 41, there is a currently effective registration statement on file with the Office of Code Enforcement in which the owner has designated the managing agent named below, a natural person over the age of 21 years, to be in control of and responsible for the maintenance and operation of the dwelling:

Registered Address: 1360 East 14<sup>th</sup> Street, Brooklyn, NY 11230  
Registered Agent: Jesse Atias  
Multiple Dwelling Number: 100181

7. The respondents hold over and continue in possession of the premises without the permission of the landlord-petitioner, after the expiration of said term.

8. Petitioner lacks written information or Notice of any address where the Respondents reside in New York State, other than the address of the property sought to be recovered.

**WHEREFORE**, Petitioner demands final judgment awarding possession of the Premises to Petitioner, issuance of a warrant to remove Respondents from possession thereof, fair value of use and occupancy of the Premises.

Dated: New York, New York  
April 4, 2017

HARLEM EAST LLC  
Landlord

**Green & Cohen, P.C.**  
Attorneys for Petitioner  
319 East 91<sup>st</sup> Street, Professional Suite  
New York, N.Y. 10128  
(212) 831-4400

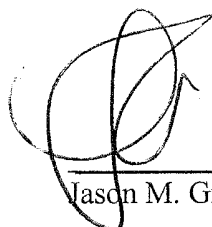
VERIFICATION

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

The undersigned attorney for the petitioner, being duly sworn deposes and says as follows:

I am the attorney for the petitioner above named. I have read the foregoing Notice of Petition and know the contents thereof, and the same is true to my own knowledge, except as to those matters therein stated to be upon information and belief, and as to those matters, I believe them to be true. The basis of my belief is information contained in my files and conversations with my client. This Petition is signed by the attorney for the petitioner pursuant to sec. 3020(d) of the CPLR and sec. 741 of the Real Property Actions and Proceedings Law.

Dated: New York, New York  
April 4, 2017

  
\_\_\_\_\_  
Jason M. Green, Esq.

**NOTICE OF TERMINATION OF TENANCY**

To: Tenant:  
Nikia Nelson  
520 West 139<sup>th</sup> Street, Apt. 34  
New York, New York 10031

Premises: All rooms, Apt. #34, in the building known as and located at 520 West 139<sup>th</sup> Street, New York, New York (hereinafter the "Premises").

PLEASE TAKE NOTICE, that pursuant to Section 2524.3(f) of the Rent Stabilization Code ("RSC"), your tenancy at the Premises is hereby terminated effective ~~March 2~~ April 2, 2017, upon the grounds that you have refused, following notice pursuant to RSC Section 2523.5, to renew your expired lease in the manner prescribed by RSC Section 2523.5.

PLEASE TAKE FURTHER NOTICE, that the Landlord reasonably believes that the facts necessary to establish the existence of such ground of termination include, but are not limited to:

1. On or about November 10, 2016, the Owner and Landlord, on a form (the "Renewal Offer") prescribed and/or approved by the DHCR (Exhibit "A" hereto), extended to you an offer of renewal of your lease for a term of one or two years, at your option, to commence on March 1, 2017, that being more than 90 days after the date of the offer. The rental rates set forth in the Renewal Offer were based upon the rates determined by the DHCR rent guidelines.
2. Pursuant to the provisions of the RSC 2523.5 you were required to select from the options offered by the Landlord in the Renewal Offer within 60 days the Renewal Offer was served upon you.
3. You have failed to respond to the offer of renewal.
4. You have failed to execute the Lease Renewal.


PLEASE TAKE FURTHER NOTICE, that by reason of your refusal, following notice pursuant to RSC Section 2523.5, to renew your lease in a manner prescribed in such notice at the legal regulated rate prescribed in said notice, the Owner and Landlord hereby terminated your tenancy at the Premises pursuant to RSC Section 2524.3(f) and you are hereby required to vacate and surrender possession of the Premises to the Landlord on or before ~~March 2~~ April 2, 2017, that date being at least fifteen (15) days from the date of this Notice, and, upon your failure to vacate and surrender possession thereof, the Landlord will commence an action or proceeding in a Court of competent jurisdiction to recover possession of the Premises.

PLEASE TAKE FURTHER NOTICE, that this Notice is being served upon you pursuant to your Lease, and Sections 2524.2 and 2524.3(f) of the Rent Stabilization Code and applicable provisions of Law.

**PLEASE TAKE FURTHER NOTICE**, that any response to this Notice should be directed to the below named attorneys for the Landlord.

Dated: New York, New York  
March 8, 2017

**HARLEM EAST LLC**  
Owner & Landlord

  
By: Jonathan Samet, Managing Agent

**GREEN & COHEN, P.C.**  
Attorneys for Owner & Landlord  
319 East 91<sup>st</sup> Street, Professional Suite  
New York, NY 10128  
(212) 831-4400

**AFFIRMATION OF SERVICE BY MAIL**

Jason M. Green, an attorney duly admitted to practice law before the State of New York, hereby affirms the following to be true:

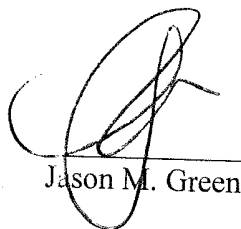
I am one of the attorneys for the petitioner, and as such, am fully familiar with the facts and circumstances of the within proceeding.

That on the March 13, 2017, I served the within Notice to Terminate upon:

Nikia Nelson  
520 West 139<sup>th</sup> Street, Apt. 34  
New York, New York 10031

by depositing a true copy via certified mail thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State.

Dated: New York, New York  
March 13, 2017



Jason M. Green

17N059914

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK-----X  
HARLEM EAST LLC

Petitioner-Landlord,

- against -

Index No. L&amp;T \_\_\_\_\_/17

PETITION

(Residential Holdover)

NIKIA NELSON

520 West 139th Street, Apt. #34

New York, New York 10031

Respondent-Tenant,

"JOHN/JANE DOE"

Respondents-Subtenants.  
-----XPART- F  
2:00pmFEE PAID  
LANDLORD/TENANT  
APR 11 2017  
NEW YORK COUNTY  
CIVIL COURT/GREEN & COHEN, P.C.  
Attorneys for Petitioner  
319 East 91<sup>st</sup> Street, Professional Suite  
New York, New York 10128  
(212) 831-4400  
4/26

H/O

To:

Attorney(s) for

Service of a copy of the within

Date:

is hereby admitted.

\_\_\_\_\_  
Attorney (s) forFEE PAID  
LANDLORD/TENANT  
APR 11 2017  
NEW YORK COUNTY  
CIVIL COURT/

## PLEASE TAKE NOTICE

☐

that the within is a (certified) copy of a

entered in the office of the

NOTICE OF

clerk of the within named Court on

## ENTRY

☐

NOTICE OF

SETTLEMENT

TO:

ATTORNEYS FOR:

that an Order, of which the within is a true copy, will be presented for the  
settlement to the Hon. \_\_\_\_\_ one of the judges of the within named

Court, at 111 Centre St. on

2017, at \_\_\_\_\_ M

Green &amp; Cohen, P.C.

319 East 91<sup>st</sup> Street, Professional Suite

New York, New York 10128

(212) 831-4400

2017



## **EXHIBIT 2**

## CIVIL COURT OF THE CITY OF NEW YORK

County of NYDate 7/6/17Part FIndex No. L&T: 59914 / 17Page 1 of 1Hon. LAVHarlem East LLC

Petitioner(s)

against

Nikita Nelson

Respondent(s)

34

## STIPULATION OF SETTLEMENT

The parties understand that each party has the right to a trial, the right to see a Judge at any time and the right not to enter into a stipulation of settlement. However, after review of all the issues, the parties agree that they do not want to go to trial and instead agree to the following stipulation in settlement of the issues in this matter.

Party (please print)

Added/Amended  
or Deleted

Appearance

No Appearance

No Answer

Petitioner

Respondent 1

Respondent 2

Respondent 3

Matter settled as follows:

① Resp has signed lease in open court. All rights & defenses as to outstanding rent are preserved

② Resp shall sign all riders w/i 10 days of receipt (DHCR, window guard, lead & Bed bugs). Petitioner to email Resp attorney at: ari.mor.esq@gmail.com  
Petitioner shall send w/i 10 days & return w/i 10 days

③ Either side may restore on default

Jason M Green

ari

Nikita Nelson

Green & Cohen PCAri Mor Esq PCNikita NelsonRespondentJason M GreenAri Morfor Respondent

## **EXHIBIT 3**



L & T Index No. 069302 2017  
 CIVIL COURT OF THE CITY OF NEW YORK  
 COUNTY OF NEW YORK HOUSING PART

HARLEM EAST LLC  
 -against- Petitioner(s)-Landlord(s)  
 NIKIA NELSON  
 Respondent -Tenant

-address-  
 520 WEST 139TH STREET  
 APT. 34

NEW YORK, NY 10031

Amount Claimed: \$29,429.28

OLDMO 520 34 FILE NO:33040

**NOTICE OF PETITION-NON PAYMENT  
 DWELLING**

CIVIL COURT OF CITY OF NEW YORK  
 COUNTY OF NEW YORK HOUSING PART

HARLEM EAST LLC  
 -against- Petitioner(s)-Landlord(s)  
 NIKIA NELSON  
 Respondent -Tenant

-address-  
 520 WEST 139TH STREET  
 APT. 34  
 NEW YORK, NY 10031

First Name of Tenant and/or Undertenant being fictitious and unknown to petitioner.  
 Person intended being in possession of the premises herein described.

Index No. L/T

**IMPORTANT TO TENANT**  
 If you are dependent upon a person in the military service of the United States or the State of New York, advise the Clerk immediately, in order to protect your rights.

**NOTICE OF PETITION  
 Non-Payment DWELLING**

To the Respondent(s) above named and described, in possession of the premises hereinafter described or claiming possession thereof:

PLEASE TAKE NOTICE that upon the annexed petition of HARLEM EAST LLC verified July 24, 2017 prays for final judgment of eviction, awarding to the petitioner possession of the premises described as follows: All Rooms, APT. 34 located at 520 West 139th Street New York, NY 10031, County of New York, in the City of New York as demanded in the petition.

TAKE NOTICE also that demand is made in the petition for judgment against you for the sum of \$29,429.28 plus the costs and disbursements.

TAKE NOTICE also that WITHIN FIVE DAYS after service of this Notice of Petition upon you, you must answer, either orally before the Clerk of this Court at 111 Centre Street, New York, NY 10013, County of New York, City and State of New York, or in writing by serving a copy thereof upon the attorneys for the petitioner, and by filing the original of such answer, with proof of service thereof, in the Office of the Clerk. Your answer may set forth any defense or counterclaim you may have against the petitioner unless such defense or counterclaim is precluded by law or prior agreement of the parties. On receipt of your answer, the Clerk will fix and give notice of the date for trial or hearing which will be held not less than three (3) nor more than eight (8) days thereafter, at which you must appear. If, after the trial or hearing, judgment is rendered against you, the issuance of a warrant dispossessing you may, in the discretion of the Court, be stayed for five (5) days from the date of such judgment.

TAKE NOTICE also that if you fail to interpose and establish any defense that you may have to the allegations of the petition, you may be precluded from asserting such defense or the claim on which it is based in any other proceeding or action.

In the event you fail to answer and appear, final judgment by default will be entered against you but a warrant dispossessing you will not be issued until the tenth day following the date of the service of this Notice of Petition upon you.

TAKE NOTICE that under Section 745 of the Real Property Actions and Proceedings Law, you may be required by the Court to make a rent deposit, or a rent payment to the petitioner, upon your second request for an adjournment or if the proceeding is not settled or a final determination has not been made by the court within 30 days of the first court appearance. Failure to comply with an initial rent deposit or payment order may result in the entry of a final judgment against you without a trial. Failure to make subsequent required deposits or payments may result in an immediate trial on issues raised in your answer.

CAROL ALT

Chief Clerk of the Civil Court of the City of New York

Dated: July 24, 2017

Attorney for Petitioner

GREEN & COHEN, P.C.  
 119 East 91st Street  
 Professional Suite  
 New York, NY 10128  
 Phone: (212) 831-4400



L & T Index No. 2017  
CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK HOUSING PART

HARLEM EAST LLC  
-against- Petitioner(s)-Landlord(s)  
NIKIA NELSON  
Respondent-Tenant

-address-  
20 WEST 139TH STREET  
APT. 34  
NEW YORK, NY 10031  
Amount Claimed: \$29,429.28  
HOLDMO-520 -34 FILE NO:33040

**PETITION NON-PAYMENT DWELLING**

Notice of Petition served on \_\_\_\_\_  
Notice of Petition returned on \_\_\_\_\_  
Notice of Petition issued on \_\_\_\_\_  
Tenant appears on \_\_\_\_\_  
but fails to answer.  
Tenant answers on \_\_\_\_\_  
Answer is \_\_\_\_\_  
Set for Trial on \_\_\_\_\_  
Landlord notified on \_\_\_\_\_  
Sufficiency of answer referred  
to court \_\_\_\_\_  
Raises \_\_\_\_\_ issue

Attorney for Petitioner

Judge

GREEN & COHEN, P.C.  
319 East 91st Street  
Professional Suite  
New York, NY 10128  
Phone: (212) 831-4400

THE PETITION OF HARLEM EAST LLC, a N.Y. Limited Liability Corporation alleges, upon Information and Belief:

1. Petitioner(s) is(are) the landlord(s) and owner of the premises.
2. Respondent(s) NIKIA NELSON, is(are) tenant(s) in possession of said premises pursuant to a(n) WRITTEN lease agreement wherein respondents promised to pay to landlord or landlord(s) predecessor as rent \$1,594.56 each month in advance on the 1ST day of each month.
3. Respondent(s) are now in possession of said premises.
4. The premises are the residence of the tenant(s) and the undertenant(s) herein.
5. The premises for which removal is sought was rented for Dwelling purposes and are described as follows: All Rooms, Apartment # 34 in the building known as 520 West 139th Street New York, NY 10031, situated within the territorial jurisdiction of this Court.
6. Pursuant to said agreement there was due from respondent tenant(s), the sum of \$29,429.28 in rent and additional rent as follows:
 

Jul 17	\$1,594.56	Nov 16	\$1,594.56	Mar 16	\$1,594.56
Jun 17	\$1,594.56	Oct 16	\$1,594.56	Feb 16	\$1,594.56
May 17	\$1,594.56	Sep 16	\$1,594.56	Jan 16	\$727.20
Apr 17	\$1,594.56	Aug 16	\$1,594.56		
Mar 17	\$1,594.56	Jul 16	\$1,594.56		
Feb 17	\$1,594.56	Jun 16	\$1,594.56		
Jan 17	\$1,594.56	May 16	\$1,594.56		
Dec 16	\$1,594.56	Apr 16	\$1,594.56		

7. The premises are subject to the Rent Stabilization Law of 1969 as amended and have been duly registered with the New York State Division of Housing and Community Renewal and the rents sued for herein do not exceed the lawful rent for the premises.
8. Said rent has been demanded from the tenant since same became due by THREE day written-notice, a copy of which, with proof of service is annexed hereto.
9. Respondent(s) have defaulted in the payment thereof and continue in possession of premises without permission after said default.
10. The premises are a multiple dwelling and pursuant to the Housing Maintenance Code Article 41 there is a currently effective registration statement on file with the Office of Code Enforcement which designates the managing agent named below a natural person over 21 years of age, to be in control of and responsible for the maintenance and operation of the dwelling.  
AGENT: JONATHAN SAMET 1360 EAST 14TH STREET BROOKLYN, NY 11230 Multiple Dwelling No. 100181  
WHEREFORE Petitioner requests a final judgment against respondents(s) for the rent demanded therein, awarding possession of the premises to the petitioner landlord, and directing the issuance of a warrant to remove respondent(s) from possession of the premises together with the costs and disbursements of this proceeding.

HARLEM EAST LLC,  
STATE OF NEW YORK, COUNTY OF NEW YORK. The Undersigned affirms under penalty of perjury that he is one of the attorneys for the petitioner, that he has read the foregoing petition and knows the contents thereof, that the same are true to his own knowledge except as to matters stated to be upon information and belief; and as to those matters he believes them to be true. The grounds of his belief as to matters not stated upon his knowledge are statements and/or records provided by the petitioner, its agents and/or employees and contained in the file in the Attorney's office. Petitioner is not in the County in which Attorney's office is located. This verification is made pursuant to the provisions of RPAPL 741.

Dated July 24, 2017

July 24, 2017

JASON M. GREEN



**GREEN & COHEN, P.C.**  
ATTORNEYS AND COUNSELORS AT LAW  
319 East 91st Street, Professional Suite  
NEW YORK, NY 10128  
Telephone (212) 831-4400  
Fax No. (212) 831-8390

To: NIKIA NELSON

Date: July 7, 2017

This firm has been retained to collect a debt for rent arrears totaling \$29,429.28. Any information obtained will be used for that purpose.

The below named creditor claims that you owe rent arrears as specified. You have 30 days from receipt of this notice to dispute the debt. If you fail to do so, we will assume the debt to be valid. If you timely notify us, in writing, that you do dispute the debt, we will obtain verification of the debt and mail same to you. Upon your written request made within thirty (30) days of the receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

This opportunity to dispute the debt is separate from any response that you are required to make or any action you are required to take with respect to any other legal notices you receive. Please respond to any legal notices you may receive within the time frames set forth in those notices.

Creditor: HARLEM EAST LLC

NIKIA NELSON  
520 WEST 139TH STREET, APT: 34  
NEW YORK, NY 10031

GOLDMO-520 -34



**THREE DAY NOTICE TO PAY RENT**

TO: NIKIA NELSON  
520 WEST 139TH STREET  
APT. 34  
NEW YORK, NY 10031

PLEASE TAKE NOTICE, that you are hereby required to pay your landlord, HARLEM EAST LLC on or before July 20, 2017, the sum of \$29,429.28 for rent described in Schedule "A" below, for the premises known as Apt # 34, and located at 520 West 139th Street, New York, NY 10031, now occupied by you as tenant, or in the alternative, deliver possession of said premises to the undersigned. If you fail to pay or to give up possession of the premises the landlord will commence summary proceedings against you to recover possession of the premises.

Dated: New York, New York  
July 7, 2017

HARLEM EAST LLC  
(Owner and Landlord)

  
JONATHAN SAMET

**SCHEDULE "A"****Base Rent**

JUL17 \$1,594.56  
JUN17 \$1,594.56  
MAY17 \$1,594.56  
APR17 \$1,594.56  
MAR17 \$1,594.56  
FEB17 \$1,594.56  
JAN17 \$1,594.56  
DEC16 \$1,594.56  
NOV16 \$1,594.56  
OCT16 \$1,594.56  
SEP16 \$1,594.56  
AUG16 \$1,594.56

**Base Rent**

JUL16 \$1,594.56  
JUN16 \$1,594.56  
MAY16 \$1,594.56  
APR16 \$1,594.56  
MAR16 \$1,594.56  
FEB16 \$1,594.56  
JAN16 \$727.20



## AFFIDAVIT OF CONSPICUOUS SERVICE

HARLEM EAST LLC

v.  
NIKIA NELSON

State of New York }

County of Nassau }

Client Ref: GOLDMO-520-34

I, Samantha Stanfield, being duly sworn, depose and say: That deponent is not a party to this proceeding, is a licensed Process Server over 18 years of age and resides at Kings, New York.

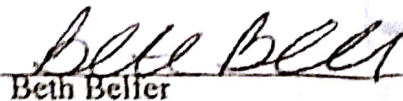
Deponent was unable to serve: NIKIA NELSON tenant(s)/occupant(s) therein named by delivering a true copy thereof to said tenant(s)/occupant(s) personally at:

520 WEST 139TH STREET, Apt# 34, NEW YORK, NY 10031 on 7/17/2017 at 12:21PM.

At that time deponent affixed a true copy of the 3 Day Notice for each tenant/occupant upon a conspicuous part, to wit - the entrance door of apartment of aforesaid premises.

Deponent was unable to find tenant(s)/occupant(s) or a person of suitable age and discretion willing to receive the same at this time or during a prior attempt made on 7/14/2017 at 6:25AM. Deponent served true copies of the above mentioned documents on each tenant/occupant at the property sought to be recovered, by depositing true copies of the same enclosed in a wrapper in the Post Office by Certified Mail and Regular First Class Mail within the State of New York on 7/17/2017.

Sworn to before me on July 17, 2017




Beth Belfer

Notary Public, State of New York

No. 01BE5000673

Qualified in Nassau County

Commission Expires Aug. 17 2018

  
Samantha Stanfield

License # 2005348

Job # stanfields-20170717-382603



Howard Belfer Inc. Lic.# 1406285 One Dupont Street, Suite 207, Plainview NY 11803



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.: 654620/2017  
NIKIA NELSON,

Plaintiffs,

-against-

HARLEM EAST LLC, SHANNON DOHERTY, MICHAEL  
SWEICA, JESSE ATIAS, ANGEL FABIAN, U.S. REALTY  
CORP (a/k/a GOLDMONT REALTY CORP d.b.a U.S.  
REALTY CORP), and John and Jane DOES #1-100

First name of DEFENDANTS being fictitious  
And unknown to Plaintiff, and Persons intended  
to be added herein as Defendant(s)

Defendants.

-----X

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**AFFIRMATION IN SUPPORT OF OSC**

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**THE LAW OFFICES OF ARI MOR, ESQ., P.C.**

ATTORNEYS FOR PLAINTIFF

347 E 65<sup>th</sup> St, #2RW, New York, NY 10065  
Email: ari.mor.esq@gmail.com  
Phone: (347) 850-0578

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Service of a copy of the within is hereby admitted.

Dated: \_\_\_\_\_

Attorney(s) for \_\_\_\_\_

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