

00:00:03:16 --:--:--  
(woman)  
Hi, everyone, welcome.

00:00:04:27 --:--:--  
My name  
is Lisa Courtney.

00:00:06:04 --:--:--  
I'm special counsel  
to Justice Fern Fisher

00:00:08:18 --:--:--  
the administrative judge of  
the New York City Civil Court.

00:00:12:29 --:--:--  
It's my pleasure to welcome you  
to today's community seminar.

00:00:16:03 --:--:--  
The topic  
of today's seminar is

00:00:18:11 --:--:--  
"Help: My Landlord Says  
I'm a Nuisance,"

00:00:21:26 --:--:--  
and here today to educate us  
about nuisance holdovers,

00:00:25:13 --:--:--  
we have Joyce Zimberg,  
court attorney

00:00:28:08 --:--:--  
with the housing part  
of the civil court

00:00:30:05 --:--:--  
of the city of New York.

00:00:32:05 --:--:--  
Ms. Zimberg has been  
a court attorney for five years.

00:00:34:28 --:--:--  
Prior to that,

00:00:36:03 --:--:--  
she was a managing  
and supervising attorney

00:00:38:25 --:--:--  
at the Department of Housing

Preservation and Development,

00:00:42:04 --:--:--:--  
a New York City agency,

00:00:43:27 --:--:--:--  
and prior to that,  
she was an attorney

00:00:45:21 --:--:--:--  
for DC 37 MELs  
for three years.

00:00:49:26 --:--:--:--  
Before she began  
her legal career,

00:00:51:22 --:--:--:--  
Ms. Zimberg was a New York City  
public school teacher.

00:00:55:09 --:--:--:--  
It is my pleasure  
to introduce you to Ms. Zimberg.

00:00:58:17 --:--:--:--  
She's a very experienced  
and knowledgeable attorney

00:01:01:04 --:--:--:--  
and a wonderful friend  
and colleague.

00:01:03:21 --:~:~:~:~:~  
(Zimberg)  
Thank you, Lisa.

00:01:05:01 --:~:~:~:~:~  
Hi, good afternoon.

00:01:08:14 --:~:~:~:~:~  
"Help: My Landlord Says  
I'm a Nuisance."

00:01:11:29 --:~:~:~:~:~  
First of all,  
what is a nuisance?

00:01:15:09 --:~:~:~:~:~  
Well, before we get to that,

00:01:16:19 --:~:~:~:~:~  
we're gonna actually  
expand it to,

00:01:18:20 --:~:~:~:~:~

what is a nuisance holdover?

00:01:21:06 --:--:--:--  
In a holdover proceeding,

00:01:23:06 --:--:--:--  
a landlord wants to evict  
a tenant or an occupant

00:01:26:25 --:--:--:--  
for reasons  
other than nonpayment of rent.

00:01:30:16 --:--:--:--  
That's very important.

00:01:31:26 --:--:--:--  
When you get papers,  
and it says, "Holdover,"

00:01:34:05 --:--:--:--  
it is not about rent.

00:01:36:23 --:--:--:--  
The reason it's called  
a holdover

00:01:38:25 --:--:--:--  
is because the tenant  
is actually holding over

00:01:42:02 --:--:--:--  
or remaining  
in the apartment

00:01:43:17 --:--:--:--  
after the landlord  
has terminated the tenancy.

00:01:48:01 --:--:--:--  
I will be explaining  
all the particular terms,

00:01:51:17 --:--:--:--  
and I would appreciate

00:01:52:27 --:~:~:~:~  
if you would just hold  
your answers to the end,

00:01:55:16 --:~:~:~:~  
because I may actually  
answer them in my presentation.

00:02:01:05 --:~:~:~:~  
A landlord may bring

a nuisance holdover

00:02:04:05 --:--:--:--  
if a tenant or a member  
of the tenant's family

00:02:07:07 --:--:--:--  
or a guest of the tenant

00:02:09:22 --:--:--:--  
engages in  
a continuous course of conduct

00:02:12:10 --:--:--:--  
which threatens the health,  
the safety, or comfort

00:02:16:26 --:--:--:--  
of neighboring tenants  
or other building occupants.

00:02:21:25 --:--:--:--  
And I listed in the sheet  
some of the examples

00:02:26:05 --:--:--:--  
of that kind  
of behavior.

00:02:29:04 --:--:--:--  
I'd like  
to go over them.

00:02:33:24 --:--:--:--  
The first  
is aggressive, antisocial,

00:02:37:09 --:--:--:--  
and antagonistic behavior  
towards the landlord

00:02:40:15 --:--:--:--  
or causing damage  
to the landlord's property.

00:02:44:13 --:--:--:--  
What does that mean?

00:02:46:26 --:--:--:--  
Sometimes,  
and many times,

00:02:48:23 --:--:--:--  
landlords and tenants  
do not get along.

00:02:52:03 --:--:--  
If you do not like  
your landlord

00:02:55:15 --:--:--  
and you show him  
very antisocial behavior,

00:03:00:02 --:--:--  
you're cursing at him--  
not that you would,

00:03:02:24 --:--:--  
but there are some tenants  
who do and occupants who do--

00:03:07:05 --:--:--  
and actually disturb  
everyone around you,

00:03:11:04 --:--:--  
everyone in the building,  
the building superintendent,

00:03:15:14 --:--:--  
the managing agent,

00:03:18:19 --:--:--  
that, actually,  
if it's constant and continuous,

00:03:22:06 --:--:--  
can rise to the level  
of a nuisance.

00:03:26:03 --:--:--  
Causing damage  
to the landlord's property:

00:03:29:22 --:--:--  
you could have kids who  
mark up the hallways constantly.

00:03:36:05 --:--:--  
You can have a dog  
which constantly chews

00:03:41:25 --:--:--  
on some of the side  
of the building.

00:03:45:13 --:--:--  
Those are just two.

00:03:47:22 --:--:--  
Another one is causing

a dangerous situation

00:03:50:09 --:--:--:--  
which threatens the safety  
or welfare of other tenants.

00:03:54:23 --:--:--:--  
I'll give you  
an example.

00:03:57:01 --:--:--:--  
You're not allowed  
to use your fire escape

00:04:01:21 --:--:--:--  
to store anything.

00:04:03:01 --:--:--:--  
You can't have  
pots of flowers out there.

00:04:05:03 --:--:--:--  
You can't store  
your bicycles,

00:04:07:24 --:--:--:--  
and there's  
a very good reason for that.

00:04:09:11 --:--:--:--  
The reason being  
is because a fire escape

00:04:11:11 --:--:--:--  
is needed  
in case there's a fire.

00:04:13:27 --:--:--:--  
It is against the law to block  
any kind of escape route.

00:04:20:08 --:--:--:--  
So if you do it once,

00:04:23:15 --:--:--:--  
and then the landlord  
notifies you either--

00:04:25:26 --:--:--:--  
or the managing agent--  
either in a letter

00:04:28:07 --:--:--:--  
or sometimes they'll  
actually come to your door,

00:04:30:18 --:--:--:--  
and they tell you to please  
remove the offending items.

00:04:34:15 --:--:--:--  
If you don't,  
and he tells you again,

00:04:38:01 --:--:--:--  
and you still don't,

00:04:39:13 --:~:~:~:~:~  
then you are  
actually engaging

00:04:41:09 --:~:~:~:~:~  
in a continuous pattern  
of behavior which, again,

00:04:44:24 --:~:~:~:~:~  
can rise to the level  
of nuisance,

00:04:46:17 --:~:~:~:~:~  
because it does endanger  
the other tenants.

00:04:51:09 --:~:~:~:~:~  
Another very typical one  
is creating a loud noise,

00:04:56:29 --:~:~:~:~:~  
music playing loudly  
at all hours,

00:05:00:22 --:~:~:~:~:~  
banging,  
jumping on the floor--

00:05:04:04 --:~:~:~:~:~  
this is to annoy  
the neighbors.

00:05:06:17 --:~:~:~:~:~  
Now, you may not even intend  
to annoy the neighbors,

00:05:09:06 --:~:~:~:~:~  
but if it happens  
on a regular basis,

00:05:11:10 --:~:~:~:~:~  
and you are told that this  
is unacceptable in a tenancy,

00:05:15:18 --:~:~:~:~:~

and actually, you should know  
that it's unacceptable,

00:05:17:26 --:--:--:--  
because we do live in  
a very, very compact society.

00:05:22:26 --:--:--:--  
If you continue to do that,  
that can get you evicted.

00:05:29:21 --:--:--:--  
Threatening or harassing  
other tenants,

00:05:32:00 --:--:--:--  
causing them  
to be fearful,

00:05:35:25 --:--:--:--  
that is a problem.

00:05:37:18 --:--:--:--  
There are people  
in certain communities

00:05:40:17 --:--:--:--  
that like to sit on the stoop  
or sit on the steps,

00:05:44:08 --:--:--:--  
sit in front  
of the building.

00:05:46:19 --:--:--:--  
If every time you have  
to come into your building,

00:05:49:23 --:--:--:--  
and you feel threatened  
by the people who are out there,

00:05:52:18 --:--:--:--  
and you know these people  
either live in your building,

00:05:54:24 --:--:--:--  
or they're guests of people  
that live in the building,

00:05:56:29 --:--:--:--  
or they're  
family members,

00:05:58:14 --:--:--:--  
and this happens

on a regular basis,

00:06:00:03 --:--:--:--  
that is  
a real problem,

00:06:01:27 --:--:--:--  
and that also can rise  
to the level of nuisance.

00:06:08:08 --:--:--:--  
Refusing access to the landlord  
to make repairs.

00:06:11:21 --:--:--:--  
A lot of you think,

00:06:13:03 --:--:--:--  
"Well, gee, I really want  
my landlord to make repairs,

00:06:15:11 --:--:--:--  
and they don't,"

00:06:16:22 --:--:--:--  
but there are many times

00:06:18:28 --:--:--:--  
when a landlord  
will send in somebody,

00:06:21:22 --:--:--:--  
and maybe the tenant says,  
"Well, you know, it's a super,

00:06:25:15 --:--:--:--  
"and I don't think  
he's qualified,

00:06:26:29 --:~:~:~:~:~  
so I don't want  
to let him in."

00:06:28:10 --:~:~:~:~:~  
If that happens  
on a regular basis,

00:06:31:08 --:~:~:~:~:~  
then it also rises  
to the level of nuisance.

00:06:34:19 --:~:~:~:~:~  
So any time--  
a landlord has a right

00:06:37:04 --:~:~:~:~:~

to reasonable access  
to your apartment,

00:06:39:03 --:--:--:--  
especially  
to make repairs.

00:06:41:06 --:--:--:--  
It's his building.

00:06:42:22 --:--:--:--  
It's his obligation  
to keep it in good repair.

00:06:45:09 --:--:--:--  
So if you refuse a number  
of times or on a regular basis,

00:06:50:05 --:--:--:--  
that also can rise  
to the level of a nuisance.

00:06:54:12 --:--:--:--  
Refusing to renew  
an expiring lease.

00:06:58:24 --:--:--:--  
Sometimes a land--  
well, actually, at the end,

00:07:01:02 --:--:--:--  
if you're  
a rent-stabilized tenant,

00:07:03:01 --:--:--:--  
at the end  
of a year or two year,

00:07:05:12 --:--:--:--  
at the end of your lease,  
prior to that,

00:07:07:21 --:--:--:--  
you will be getting  
a renewal lease.

00:07:09:26 --:~:~:~:~:~  
They will tell you to sign it  
and send it back

00:07:14:02 --:~:~:~:~:~  
or drop it off  
in the office.

00:07:16:06 --:~:~:~:~:~  
Many times,

people do not do that.

00:07:19:18 --:--:--:--  
That also is a reason  
for a landlord

00:07:23:16 --:--:--:--  
to bring a holdover  
against you.

00:07:28:13 --:--:--:--  
Using or permitting  
the premises to be used

00:07:30:19 --:--:--:--  
for immoral  
or illegal purpose.

00:07:32:25 --:--:--:--  
What do I mean by that?

00:07:34:27 --:--:--:--  
And in my 21 years experience  
in housing court,

00:07:37:16 --:--:--:--  
I've seen every kind  
of immoral or illegal purpose

00:07:41:23 --:--:--:--  
that the apartments  
were used for.

00:07:44:06 --:--:--:--  
The biggie is drugs.

00:07:46:18 --:--:--:--  
If you sell drugs  
out of your apartment,

00:07:50:00 --:--:--:--  
and the landlord  
sends you a notice--

00:07:53:03 --:--:--:--  
we'll discuss that later--  
that could actually--

00:07:56:15 --:--:--:--  
that's a very reasonable reason

00:07:59:04 --:--:--:--  
where someone would want  
to take back the apartment,

00:08:01:16 --:--:--:--

and that does rise  
to the level of nuisance.

00:08:04:01 --:--:--:--  
Sometimes you do everything  
in your house,

00:08:07:01 --:--:--:--  
but you have people, strangers,  
come in and out all day long.

00:08:11:11 --:--:--:--  
That also is a nuisance  
for the other tenants.

00:08:15:24 --:--:--:--  
Leaving--this was in  
the early '90s--leaving crack--

00:08:20:28 --:--:--:--  
not the crack pipes  
but the little--

00:08:24:12 --:--:--:--  
yes, the little bottles  
all around.

00:08:27:16 --:--:--:--  
They don't have to prove that--  
I mean, obviously,

00:08:30:20 --:--:--:--  
the landlord  
has to prove his case,

00:08:32:06 --:--:--:--  
but he doesn't have to prove  
that he saw you selling drugs,

00:08:36:20 --:--:--:--  
but the combination  
of people coming in and out

00:08:39:16 --:--:--:--  
and crack vials  
lying on the floor

00:08:41:25 --:--:--:--  
is a pretty good indication,

00:08:43:14 --:--:--:--  
and that also rises  
to the level of nuisance.

00:08:47:12 --:--:--:--  
Harboring an animal

with a tendency to bite, lunge,

00:08:51:21 --:--:--:--  
continuously bark loudly,

00:08:54:20 --:--:--:--  
frighten other tenants  
with aggressive behavior,

00:08:57:21 --:--:--:--  
or if the animal destroys  
the landlord's property,

00:09:01:10 --:--:--:--  
that also  
is a rising concern.

00:09:04:29 --:--:--:--  
A lot of tenants  
will have dogs for protection

00:09:08:05 --:--:--:--  
in certain neighborhoods.

00:09:09:26 --:--:--:--  
And sometimes they have dogs  
which are rather aggressive.

00:09:13:28 --:--:--:--  
Either they've been trained  
to be that way,

00:09:16:04 --:--:--:--  
or maybe it's a natural  
inclination of the animal.

00:09:20:19 --:--:--:--  
It could be very,  
very frightening

00:09:22:08 --:--:--:--  
to other tenants to have--

00:09:24:05 --:--:--:--  
every time you have  
to pass by in the building

00:09:27:08 --:--:--:--  
or pass by this particular  
tenant's doorway,

00:09:30:13 --:--:--:--  
and you see  
in the lobby--

00:09:32:04 --:--:--:--

you see these dogs barking  
or growling

00:09:34:13 --:--:--:--  
and straining  
at their leashes.

00:09:35:24 --:--:--:--  
That's frightening,

00:09:36:24 --:--:--:--  
and that also--

00:09:38:07 --:--:--:--  
that's aggressive behavior  
on the part of the animal,

00:09:40:12 --:--:--:--  
and that also can rise  
to the level of nuisance.

00:09:43:13 --:--:--:--  
But before anyone  
actually brings you into court,

00:09:47:08 --:--:--:--  
there are certain notices  
that have to be received by you,

00:09:51:06 --:--:--:--  
served by the landlord  
and received.

00:09:54:11 --:--:--:--  
The landlord is usually,  
but not always,

00:09:56:15 --:--:--:--  
required to give you  
a written notice to cure

00:10:00:11 --:--:--:--  
before beginning  
a lawsuit in court.

00:10:04:22 --:--:--:--  
What the notice of cure does  
is it specifically--

00:10:07:21 --:--:--:--  
or it must do--

00:10:09:00 --:--:--:--  
it specifically describes  
what the landlord thinks

00:10:11:22 --:--:--:--  
you're doing wrong,

00:10:13:06 --:--:--:--  
and it must give you a chance  
to correct the problem

00:10:16:14 --:--:--:--  
within a specified  
time frame.

00:10:18:14 --:--:--:--  
That's why it's called  
a notice to cure.

00:10:20:06 --:--:--:--  
They are giving you an  
opportunity to cure the behavior

00:10:23:25 --:--:--:--  
that the landlord  
thinks is rising

00:10:26:22 --:--:--:--  
to the level  
of nuisance.

00:10:28:22 --:--:--:--  
If you correct the problem  
to the landlord's satisfaction,

00:10:31:18 --:--:--:--  
he or she will most likely  
not pursue the proceeding

00:10:35:08 --:--:--:--  
and will not take you to court.

00:10:38:05 --:--:--:--  
If, however,  
the landlord believes

00:10:40:19 --:--:--:--  
that the nuisance is continuing,

00:10:42:29 --:--:--:--  
they will start a lawsuit  
against you in housing court.

00:10:48:12 --:--:--:--  
The landlord also--  
not always--

00:10:51:07 --:--:--:--  
must give the tenant  
notice of termination.

00:10:54:25 --:--:--:--  
That means he's--you  
didn't cure after the notice.

00:10:58:24 --:--:--:--  
You didn't stop  
the behavior,

00:11:00:14 --:--:--:--  
and now he wants  
to terminate your tenancy.

00:11:03:00 --:--:--:--  
So he has to serve you again  
with a notice of termination,

00:11:06:03 --:--:--:--  
which is very different  
than a notice to cure,

00:11:08:07 --:--:--:--  
and it will say  
either termination notice,

00:11:10:16 --:--:--:--  
30-day notice of termination,  
or just notice of termination.

00:11:15:27 --:--:--:--  
The notice actually ends  
your tenancy.

00:11:19:17 --:--:--:--  
If you remain in the apartment  
after the date

00:11:21:27 --:--:--:--  
it says you must remove yourself  
from the premises,

00:11:24:14 --:--:--:--  
you're actually considered to be  
holding over, as we discussed.

00:11:28:21 --:--:--:--  
The landlord considers you  
no longer his tenant.

00:11:32:09 --:--:--:--  
However, ultimately,  
it is up to the court to decide

00:11:35:25 --:--:--:--  
whether or not your tenancy  
will continue.

00:11:38:29 --:--:--:--  
So even if you get  
a notice of termination,

00:11:41:14 --:--:--:--  
and it tells you that  
your tenancy is now terminated,

00:11:45:09 --:--:--:--  
and you have to move out  
by a certain date,

00:11:49:22 --:--:--:--  
if you don't move out,  
it goes to court,

00:11:51:28 --:--:--:--  
and it's up to the judge  
to decide.

00:11:55:24 --:~:~:~:~:~  
The very next set of papers  
that you receive

00:11:58:04 --:~:~:~:~:~  
is called a petition  
and a notice of petition.

00:12:00:06 --:~:~:~:~:~  
It's more commonly called  
a dispossess,

00:12:03:01 --:~:~:~:~:~  
and that's what people  
usually say,

00:12:05:29 --:~:~:~:~:~  
"I got a dispossess."

00:12:08:07 --:~:~:~:~:~  
You want it--

00:12:09:17 --:~:~:~:~:~  
they want you to be  
dispossessed from your home,

00:12:12:06 --:~:~:~:~:~  
and the service of those papers  
actually starts the lawsuit.

00:12:17:19 --:~:~:~:~:~  
You must then answer  
the petition.

00:12:20:16 --:~:~:~:~:~

You will get a date  
to come to court.

00:12:23:02 --:--:--:--  
What is an answer?

00:12:24:18 --:--:--:--  
An answer is your response  
to the allegations

00:12:26:21 --:--:--:--  
in the petition.

00:12:27:29 --:~:~:~:~  
You can answer either orally  
or in writing.

00:12:30:22 --:~:~:~:~  
When you go to the court  
for the first time,

00:12:33:06 --:~:~:~:~  
go to court  
on the first court date,

00:12:35:17 --:~:~:~:~  
and if you wish,

00:12:36:27 --:~:~:~:~  
you can actually answer  
before that, ahead of time.

00:12:39:25 --:~:~:~:~  
It has to be in writing.

00:12:41:19 --:~:~:~:~  
If you retain a lawyer  
or legal counsel,

00:12:45:03 --:~:~:~:~  
he or she will prepare  
an answer for you.

00:12:48:06 --:~:~:~:~  
What's an allegation,

00:12:49:18 --:~:~:~:~  
when they mean  
they allege something?

00:12:51:19 --:~:~:~:~  
What is that?

00:12:52:27 --:~:~:~:~  
You're gonna see  
that word.

00:12:54:10 --:--:--:--  
If you do get papers  
regarding a holdover,

00:12:57:17 --:--:--:--  
you will definitely  
see that word.

00:12:59:28 --:--:--:--  
It's a claim that you've  
done something wrong.

00:13:03:24 --:--:--:--  
However,  
you have to remember,

00:13:05:25 --:--:--:--  
an allegation is not proof  
that you've done anything wrong.

00:13:09:21 --:~:~:~:~:~  
That's why  
it is very important

00:13:11:26 --:~:~:~:~:~  
to think about  
and read carefully

00:13:14:17 --:~:~:~:~:~  
what the landlord  
is claiming.

00:13:17:05 --:~:~:~:~:~  
You have to decide  
whether it's true.

00:13:18:29 --:~:~:~:~:~  
Sometimes you realize,

00:13:20:04 --:~:~:~:~:~  
"Well, yeah,  
I have parties late at night,

00:13:22:05 --:~:~:~:~:~  
"and I play my music loud,

00:13:23:17 --:~:~:~:~:~  
and I've got speakers  
from the floor to the ceiling."

00:13:27:20 --:~:~:~:~:~  
That could be a problem,

00:13:31:05 --:~:~:~:~:~  
but it's still important

to answer the petition

00:13:33:16 --:--:--:--  
and explain  
why you think--

00:13:35:02 --:--:--:--  
if you do think  
that they're incorrect--

00:13:38:01 --:--:--:--  
why you think  
the landlord is incorrect.

00:13:41:08 --:--:--:--  
It's important  
to answer the petition.

00:13:45:04 --:~:~:~:~  
It's important  
to come to court.

00:13:46:27 --:~:~:~:~  
Even if you think  
the allegations are true,

00:13:50:07 --:~:~:~:~  
you might have  
some circumstances,

00:13:52:12 --:~:~:~:~  
mitigating circumstances,  
that could lessen your chance

00:13:55:12 --:~:~:~:~  
that you will lose  
your apartment,

00:13:57:01 --:~:~:~:~  
and I must remind you,

00:13:58:10 --:~:~:~:~  
this is a very, very serious  
case that they bring.

00:14:03:29 --:~:~:~:~  
All cases when  
you come to court are serious

00:14:06:00 --:~:~:~:~  
because basically,  
you may lose your home,

00:14:09:15 --:~:~:~:~  
but with  
a nonpayment proceeding,

00:14:11:01 --:--:--:--  
if you pay,  
that's the end of it.

00:14:14:21 --:--:--:--  
In the case  
of a nuisance holdover,

00:14:16:24 --:--:--:--  
they want  
the apartment.

00:14:18:16 --:--:--:--  
They don't care  
about the money.

00:14:22:14 --:--:--:--  
Are there any defenses  
to a nuisance holdover?

00:14:25:12 --:--:--:--  
"Help, my landlord says  
I'm a nuisance.

00:14:27:12 --:--:--:--  
What can I do?"

00:14:29:22 --:--:--:--  
I'll give you  
some possible defenses

00:14:31:20 --:--:--:--  
to a nuisance  
holdover proceeding,

00:14:33:13 --:--:--:--  
but those are not  
the only ones.

00:14:36:20 --:--:--:--  
These are  
the most common.

00:14:40:10 --:--:--:--  
The notice to cure  
and the notice of termination

00:14:43:14 --:--:--:--  
fails to inform you  
what nuisance

00:14:45:03 --:--:--:--  
the landlord is alleging,  
and by virtue of that,

00:14:48:27 --:--:--:--  
you can't prepare a defense.

00:14:51:15 --:--:--:--  
What do you mean by that?

00:14:53:10 --:--:--:--  
Well, if the landlord  
sends you a notice to cure

00:14:56:16 --:--:--:--  
or a notice of termination,  
and says,

00:15:00:28 --:--:--:--  
"You're creating a nuisance.  
You must move."

00:15:03:21 --:--:--:--  
Is that sufficient?

00:15:05:14 --:--:--:--  
No, the law says  
it will not afford you

00:15:09:01 --:--:--:--  
an opportunity to prepare  
a defense to the proceeding.

00:15:15:16 --:--:--:--  
The notice to cure  
or the notice of termination

00:15:17:19 --:--:--:--  
is not signed by your landlord  
or the managing agent.

00:15:20:20 --:--:--:--  
Why does that matter?

00:15:23:04 --:--:--:--  
It matters because you don't  
know where it's coming from.

00:15:26:10 --:--:--:--  
Someone is telling you  
that you have to cure something,

00:15:29:03 --:--:--:--  
and you have to--

00:15:30:06 --:--:--:--  
and your tenancy  
is being terminated.

00:15:33:26 --:--:--:--

If it doesn't come from the  
landlord or the managing agent

00:15:36:14 --:--:--:--  
or someone who's authorized  
to prepare that,

00:15:39:00 --:--:--:--  
that is a problem.

00:15:40:10 --:--:--:--  
The case can be dismissed  
for that reason alone.

00:15:43:03 --:--:--:--  
You must know from whom  
this notice is coming.

00:15:49:05 --:--:--:--  
Another defense is,

00:15:50:25 --:--:--:--  
the landlord's claims  
are untrue.

00:15:53:21 --:--:--:--  
"I didn't do it,"

00:15:55:12 --:--:--:--  
or, "I did something,

00:15:59:17 --:--:--:--  
but it doesn't rise  
to the level of nuisance."

00:16:01:29 --:--:--:--  
Remember, a nuisance  
is not just a one-time deal.

00:16:05:18 --:--:--:--  
It's a continuous pattern  
of behavior.

00:16:09:05 --:--:--:--  
Of course, one exception  
is when you decide to--

00:16:12:28 --:--:--:--  
and this has happened--

00:16:15:02 --:--:--:--  
physically harm the landlord  
or one of his employees.

00:16:19:23 --:--:--:--  
Sometimes,

you don't have to do it again

00:16:22:03 --:--:--:--  
to rise to the level  
of nuisance.

00:16:25:09 --:--:--:--  
Another very common one is,

00:16:26:27 --:--:--:--  
you didn't receive  
the legal papers

00:16:28:19 --:--:--:--  
in the manner  
prescribed by law.

00:16:31:11 --:--:--:--  
I don't want to go into how  
they have to serve the papers,

00:16:34:26 --:--:--:--  
but I just,  
very briefly--

00:16:37:25 --:--:--:--  
there is a way  
they have to serve the papers.

00:16:39:18 --:--:--:--  
They have  
to actually physically

00:16:41:23 --:--:--:--  
either try  
to serve you in person.

00:16:44:06 --:--:--:--  
If that doesn't work,

00:16:45:21 --:~:~:~:~:~  
they have to try  
to give the papers

00:16:49:05 --:~:~:~:~:~  
to someone in your household  
who lives there

00:16:52:10 --:~:~:~:~:~  
and is of an age that they  
can understand what's going on.

00:16:55:21 --:~:~:~:~:~  
If your eight-year-old son

00:16:57:17 --:~:~:~:~:~

or your five-year-old son  
opens the door,

00:16:59:12 --:--:--:--  
and they give him  
the legal papers,

00:17:01:01 --:--:--:--  
that's not sufficient  
for service.

00:17:06:00 --:--:--:--  
If they can't manage that,

00:17:07:22 --:--:--:--  
they will do something  
called nail and mail

00:17:11:08 --:--:--:--  
or conspicuous place service--

00:17:13:21 --:~:~:~:~:~  
conspicuous  
because you have to see it.

00:17:15:19 --:~:~:~:~:~  
They have to actually  
post it on your door,

00:17:17:10 --:~:~:~:~:~  
put it under your door,

00:17:18:15 --:~:~:~:~:~  
and I know that I've heard  
many times

00:17:20:15 --:~:~:~:~:~  
that tenants come and say,  
"I was so embarrassed.

00:17:23:01 --:~:~:~:~:~  
Why do they have to do that?"

00:17:25:01 --:~:~:~:~:~  
They have to do it  
because that's the law.

00:17:27:16 --:~:~:~:~:~  
In addition,  
they will have to, actually,

00:17:30:01 --:~:~:~:~:~  
send you the papers  
through mail,

00:17:31:26 --:~:~:~:~:~

regular and certified.

00:17:34:21 --:--:--:--  
So if that doesn't occur,  
you come into court and you say,

00:17:39:04 --:--:--:--  
"I wasn't served,"  
and that's very important.

00:17:44:11 --:--:--:--  
The next one is,

00:17:46:09 --:--:--:--  
the petition fails to state  
a basis for the claim.

00:17:51:24 --:--:--:--  
That means that they're  
claiming nuisance,

00:17:56:03 --:--:--:--  
but they're alleging that  
we're terminating your tenancy

00:18:00:15 --:--:--:--  
because you got  
a traffic ticket.

00:18:04:20 --:--:--:--  
Does that state a claim?

00:18:06:02 --:--:--:--  
No, it has to relate  
to a nuisance.

00:18:09:13 --:--:--:--  
It has to actually explain

00:18:11:16 --:--:--:--  
that we are taking you  
to court

00:18:13:15 --:--:--:--  
because you are creating  
a nuisance.

00:18:17:11 --:--:--:--  
Another one,  
you paid your landlord--

00:18:20:05 --:--:--:--  
you paid rent--  
excuse me--

00:18:21:21 --:--:--:--

and the landlord accepted it,

00:18:23:05 --:--:--:--  
and that's between  
the time your tenancy was ended,

00:18:26:28 --:--:--:--  
which is the date  
on the notice of termination,

00:18:30:07 --:--:--:--  
and the time you were  
actually served the petition

00:18:32:25 --:--:--:--  
and notice of petition.

00:18:34:11 --:~:~:~:~:~  
It's called  
a window period.

00:18:36:03 --:~:~:~:~:~  
If the landlord  
accepts your rent

00:18:40:05 --:~:~:~:~:~  
during that window period,

00:18:43:27 --:~:~:~:~:~  
the petition  
will be dismissed.

00:18:47:12 --:~:~:~:~:~  
He knew,  
or he should have known,

00:18:49:23 --:~:~:~:~:~  
that he cannot accept rent  
during that time.

00:18:53:00 --:~:~:~:~:~  
Can he accept the rent  
after the notice of petition

00:18:55:23 --:~:~:~:~:~  
and petition is served?

00:18:56:23 --:~:~:~:~:~  
Yes, he can.

00:18:58:03 --:~:~:~:~:~  
That's not during  
the window period, so remember,

00:19:00:21 --:~:~:~:~:~  
it's paying rent between

the time you're supposed to--

00:19:05:17 --:--:--:--  
the tenancy terminates,

00:19:06:27 --:--:--:--  
and you see that date  
on the notice of termination,

00:19:10:28 --:--:--:--  
until the time you're  
actually served the petition

00:19:13:16 --:~:~:~:~:~  
and notice of petition,  
or the dispossession,

00:19:15:23 --:~:~:~:~:~  
that's the window period

00:19:17:02 --:~:~:~:~:~  
where they cannot accept  
rent from you.

00:19:21:06 --:~:~:~:~:~  
Another common one,

00:19:22:22 --:~:~:~:~:~  
you complain  
to a governmental agency

00:19:24:08 --:~:~:~:~:~  
that you needed  
some repairs,

00:19:25:22 --:~:~:~:~:~  
or you joined  
a tenants' association,

00:19:27:18 --:~:~:~:~:~  
and the landlord  
is punishing you

00:19:29:07 --:~:~:~:~:~  
by bringing the case.

00:19:32:03 --:~:~:~:~:~  
You have a right  
to complain about conditions.

00:19:35:24 --:~:~:~:~:~  
You have a right  
to complain about anything

00:19:37:16 --:~:~:~:~:~  
that you feel is breaching

your warranty of habitability

00:19:40:18 --:--:--:--  
or making you uncomfortable  
in your apartment,

00:19:43:20 --:--:--:--  
and you have a right to join  
a tenants' association

00:19:46:11 --:--:--:--  
or to form  
a tenants' association.

00:19:48:06 --:--:--:--  
If you do that,

00:19:50:04 --:--:--:--  
and you feel the landlord

00:19:51:24 --:--:--:--  
is bringing you to court  
to punish you,

00:19:54:10 --:--:--:--  
that is a defense.

00:19:58:08 --:--:--:--  
The last one,  
but certainly not the only one,

00:20:01:19 --:--:--:--  
is that you live  
in an illegal apartment

00:20:04:08 --:--:--:--  
that's not registered

00:20:05:20 --:--:--:--  
with the Division  
of Housing and Community Renewal

00:20:07:23 --:--:--:--  
as a multiple dwelling.

00:20:09:01 --:~:~:~:~:~  
It's a little more  
complicated than that,

00:20:10:24 --:~:~:~:~:~  
but if you live in, let's say,  
a bottom apartment,

00:20:13:10 --:~:~:~:~:~  
and you know  
it's never been registered,

00:20:15:14 --:--:--:--  
that is also a defense.

00:20:18:15 --:--:--:--  
So these are very important  
things to remember,

00:20:22:29 --:--:--:--  
and I know some of the things  
may be a little confusing,

00:20:25:26 --:--:--:--  
but when you read it,

00:20:28:08 --:--:--:--  
and when you think  
about the examples,

00:20:29:28 --:--:--:--  
and of course, people will be  
asking me questions,

00:20:31:29 --:--:--:--  
and I will explain to them  
it will be a little clearer.

00:20:34:07 --:--:--:--  
Very important things  
to remember,

00:20:36:14 --:--:--:--  
and I can't stress  
this enough:

00:20:38:11 --:--:--:--  
come to court on time.

00:20:40:22 --:--:--:--  
There will be,

00:20:42:08 --:--:--:--  
on your notice of petition  
and petition,

00:20:44:18 --:--:--:--  
a particular time  
when you have to be in court.

00:20:47:20 --:--:--:--  
It will say you  
have to be in court

00:20:50:03 --:--:--:--  
on such and such a date,  
on such and such a time,

00:20:53:22 --:--:--:--  
such and such a room,  
and the room number.

00:20:57:04 --:--:--:--  
If it says 9:30,  
which it usually will,

00:21:00:05 --:--:--:--  
do not come at 10:00.

00:21:01:14 --:--:--:--  
Do not come at 10:30.

00:21:03:09 --:~:~:~:~:~  
Come at 9:30  
or a little before.

00:21:05:03 --:~:~:~:~:~  
You come.

00:21:06:08 --:~:~:~:~:~  
You check in immediately  
with the court officer.

00:21:08:22 --:~:~:~:~:~  
You're safe  
until you're called again

00:21:11:10 --:~:~:~:~:~  
to actually deal  
with the case.

00:21:16:08 --:~:~:~:~:~  
If the papers  
do not include those things:

00:21:19:18 --:~:~:~:~:~  
the address of the court house,  
the part, and the room number,

00:21:23:16 --:~:~:~:~:~  
please notify  
the court attorney or the judge.

00:21:28:03 --:~:~:~:~:~  
That's important.

00:21:29:29 --:~:~:~:~:~  
You could get the case  
dismissed as a result.

00:21:33:18 --:~:~:~:~:~  
Another thing  
you have to remember



00:22:14:10 --:--:--:--  
Usually, the witnesses--

00:22:16:01 --:--:--:--  
bringing witnesses  
are saved

00:22:17:08 --:--:--:--  
for when you actually  
go to trial--

00:22:18:26 --:--:--:--  
if you do go to trial

00:22:20:02 --:--:--:--  
and don't settle  
the case beforehand--

00:22:21:28 --:--:--:--  
but sometimes it helps if  
you're pretty sure of your case,

00:22:25:19 --:--:--:--  
and you bring somebody,

00:22:27:02 --:--:--:--  
the landlord sometimes  
will agree

00:22:30:20 --:--:--:--  
that maybe  
you're not a nuisance.

00:22:34:18 --:--:--:--  
If you don't understand  
the documents you receive,

00:22:37:10 --:--:--:--  
and they are written in,  
supposedly, plain language,

00:22:40:05 --:--:--:--  
but there's a lot  
of legalese in there,

00:22:43:00 --:--:--:--  
you can go  
to the resource center

00:22:45:26 --:--:--:--  
and ask to see  
the pro se attorney

00:22:48:06 --:--:--:--  
who will speak with you  
and review your documents.

00:22:51:17 --:--:--:--  
In every courthouse,

00:22:53:17 --:--:--:--  
in every  
landlord/tenant facility,

00:22:56:14 --:--:--:--  
there is a resource center

00:22:58:05 --:--:--:--  
and there are available  
pro se attorneys.

00:23:00:20 --:--:--:--  
They're court attorneys who deal  
specifically with the public

00:23:04:07 --:--:--:--  
who will explain things to you.

00:23:06:05 --:--:--:--  
The thing that  
you have to remember

00:23:08:02 --:--:--:--  
is the pro se attorney  
is not your attorney.

00:23:10:20 --:--:--:--  
They're there  
to explain court procedures

00:23:13:14 --:--:--:--  
and to help you understand  
what the proceeding is about.

00:23:17:24 --:--:--:--  
If you think  
you need an attorney,

00:23:20:12 --:--:--:--  
you can get a list of free  
legal services from the court,

00:23:23:29 --:--:--:--  
or you can retain one  
by yourself.

00:23:26:16 --:--:--:--  
Also, the bar association  
in each of your boroughs

00:23:28:27 --:--:--:--  
has a list of attorneys

who practice and are experienced

00:23:32:05 --:--:--:--  
in landlord/tenant law.

00:23:33:21 --:--:--:--  
Now, let me just go over that  
for a few minutes.

00:23:36:28 --:--:--:--  
The free legal services,

00:23:39:09 --:~:~:~:~:~  
they're very limited  
in who they take.

00:23:42:15 --:~:~:~:~:~  
They're limited  
by virtue of the fact

00:23:44:23 --:~:~:~:~:~  
that they don't have  
a lot of attorneys,

00:23:46:25 --:~:~:~:~:~  
and the attorneys  
that they do have

00:23:48:21 --:~:~:~:~:~  
are always very busy  
and have a lot of cases.

00:23:51:22 --:~:~:~:~:~  
You also have to fit  
into the financial basis

00:23:56:17 --:~:~:~:~:~  
for getting  
free legal services.

00:23:58:27 --:~:~:~:~:~  
If you have  
a lot of money,

00:24:00:26 --:~:~:~:~:~  
or if you work  
and make a certain salary,

00:24:05:01 --:~:~:~:~:~  
you may not be able to be  
afforded free legal services,

00:24:09:07 --:~:~:~:~:~  
and some people  
don't make a lot of money,

00:24:10:29 --:--:--  
but they're still  
over the limit,

00:24:13:27 --:--:--  
so don't get discouraged,

00:24:15:26 --:--:--  
but that might be the reason  
why you're turned down.

00:24:20:19 --:--:--  
You can retain  
your own attorney.

00:24:24:10 --:--:--  
Again, don't have your  
Aunt Susie's criminal attorney

00:24:31:12 --:--:--  
to represent you  
in housing court.

00:24:34:07 --:--:--  
An attorney who represents  
anyone anywhere

00:24:36:09 --:--:--  
is better than no attorney  
sometimes but not always.

00:24:39:21 --:--:--  
You really want  
an attorney

00:24:40:29 --:--:--  
who's very experienced  
in landlord/tenant law,

00:24:42:28 --:--:--  
and you can get that  
from either the bar association,

00:24:45:20 --:--:--  
or sometimes  
you've been in court before,

00:24:48:05 --:--:--  
and you notice  
attorneys who are--

00:24:49:26 --:--:--  
who you like  
their style,

00:24:51:02 --:--:--

and you see that they're  
the kind of attorney

00:24:53:04 --:--:--:--  
that you want  
to represent you.

00:24:54:14 --:--:--:--  
You can go up  
and ask them.

00:24:55:19 --:--:--:--  
"Can I have your card?  
I need representation."

00:24:59:27 --:--:--:--  
If you don't come to the court  
at the appointed time,

00:25:06:12 --:--:--:--  
you will have  
a default judgment

00:25:08:16 --:--:--:--  
entered against you.

00:25:09:29 --:--:--:--  
This may result  
in an eviction,

00:25:12:06 --:--:--:--  
if you fail to ask the court  
to vacate the default judgment.

00:25:17:14 --:--:--:--  
You do that by going down  
to the clerk's office--

00:25:20:24 --:--:--:--  
in this particular courthouse,  
it's room 225--

00:25:23:17 --:--:--:--  
and you file what's called  
an order to show cause.

00:25:25:29 --:--:--:--  
You're asking  
the judge to vacate

00:25:28:25 --:--:--:--  
that default judgment  
against you.

00:25:31:11 --:--:--:--  
Do you have to have

a good reason?

00:25:32:20 --:--:--:--  
Absolutely.

00:25:34:18 --:--:--:--  
The judge  
has the discretion

00:25:36:04 --:--:--:--  
to either grant or deny  
your application.

00:25:38:02 --:--:--:--  
The application is the request  
to vacate the default judgment.

00:25:41:29 --:--:--:--  
There are  
a lot of reasons.

00:25:43:12 --:--:--:--  
I don't have much time  
to go over it,

00:25:44:26 --:--:--:--  
but there are many, many reasons  
why you defaulted.

00:25:48:27 --:--:--:--  
Just give you  
one quick example:

00:25:51:09 --:--:--:--  
your child got ill,

00:25:52:14 --:--:--:--  
and you had to take the child  
to the hospital.

00:25:55:02 --:--:--:--  
That's a very good reason  
to not come to court.

00:25:58:13 --:--:--:--  
However,  
if you come into court,

00:26:00:12 --:--:--:--  
bring your documents  
from the doctor or the hospital.

00:26:04:05 00:26:06:15  
Show the court  
that there was a reason.