

Yukyung Choi v Solomon

2021 NY Slip Op 30266(U)

January 28, 2021

Supreme Court, New York County

Docket Number: 654666/2020

Judge: Arlene P. Bluth

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

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

<p>PRESENT: <u>HON. ARLENE P. BLUTH</u> <i>Justice</i> -----X YUKYUNG CHOI, ERIC REINER Plaintiffs, - v - SCOTT SOLOMON, Defendant. -----X</p>	<p>PART</p>	<p>IAS MOTION 14</p> <p>INDEX NO. <u>654666/2020</u></p> <p>MOTION DATE <u>N/A</u></p> <p>MOTION SEQ. NO. <u>002</u></p> <p>DECISION + ORDER ON MOTION, JUDGMENT OF EJECTMENT</p>
---	--------------------	--

The following e-filed documents, listed by NYSCEF document number (Motion 002) 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 45, 46, 47, 48, 49, 50, were read on this motion to/for PARTIAL SUMMARY JUDGMENT.

The motion by plaintiffs for partial summary judgment is granted in part.

Background

Plaintiff Choi claims that she and defendant lived together, in a platonic relationship, from about October 2010 through October 2019. She claims that they lived together in the apartment, which was always under her name. Choi characterizes defendant as a parasite who was unemployed for much of the time they lived together and Choi ended up paying for the apartment as well as defendant’s lavish personal expenses.

In November 2019, plaintiff Choi and defendant purportedly entered into an agreement in which defendant was permitted to use her apartment until April 30, 2020 and retain all furniture upon his vacatur. Choi was supposed to pay the rent, utilities and other expenses as well as defendant’s cell phone bill and health insurance premiums for a particular period. Defendant was also supposed to receive \$9,500 in direct financial support.

Defendant's obligations were to leave the apartment by the end of April 2020, to refrain from harassing Choi and Reiner, and to not ask for additional financial assistance. Plaintiffs claim that defendant did not comply. They assert he did not leave the apartment and continues to live there past the expiration of the lease.

Plaintiffs now move to summary judgment on their eighth cause of action for ejectment, an order directing defendant to pay plaintiff Choi directly for the monthly rent that has accrued from May 2020 through November 2020 (which was paid by Choi), and for an order that defendant pay monthly use and occupancy until he leaves the apartment.

Defendant submits "responses" in which he casts aspersions against plaintiffs and their lawyers. This Court will not stoop to defendant's level by repeating the ad hominem attacks contained in his papers, none of which actually address the relief sought by plaintiff.

Discussion

The Court grants the motion. Defendant does not dispute the fact that plaintiff Choi has a leasehold interest in the apartment, that defendant's permission to occupy the apartment ended on April 30, 2020 or that his ability to reside in the premises terminated after receiving two 10-day notices to quit. In other words, it is undisputed that it is Choi's apartment, that Solomon was supposed to leave, that he continues to live in the apartment after the date he agreed to leave, and that he hasn't paid any money.

The fact is that defendant has not stated a basis why he should not be removed from an apartment that is completely paid for by Choi. The Court emphasizes that this has nothing to do with the ongoing pandemic—the parties' agreement for Solomon to leave the apartment predated the pandemic and he was not required to pay any rent. This is not a case where a tenant faced

financial hardship because of Covid-19 and is unable to make rent payments; in fact, Choi continues to pay the rent to her landlord while Solomon continues to live in the apartment.

However, the Court declines to enter a judgment as to the exact amount due to plaintiff Choi at this time. Plaintiff Choi will be entitled to recover the rent she paid for the apartment after April 30, 2020 until defendant Solomon vacates the apartment. But the precise amount due based on defendant's occupancy of the apartment after April 30, 2020 to the date of vacatur will be determined at trial.

Accordingly, it is hereby

ORDERED that the motion by plaintiff for partial summary judgment is granted only as to its cause of action for ejectment and plaintiff is entitled to the rent she paid for the apartment located at 532 West 114th Street Apt. 4a, New York, New York in an amount that will be determined at trial and it is further

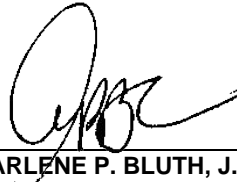
ADJUDGED that plaintiff Choi is entitled to possession of 532 West 114th Street, Apt. 4a, New York, New York as against defendant Scott Solomon, and the Sheriff or Marshal of the City of New York, County of New York, upon receipt of a certified copy of this Order and Judgment and payment of proper fees, is directed to place plaintiff Choi in possession accordingly; and it is further

ADJUDGED that immediately upon entry of this Order and Judgment, plaintiff may exercise all acts of ownership and possession of 532 West 114th Street, Apt 4a, New York, New York, including entry thereto, as against defendant Scott Solomon; and it is further

ORDERED that the balance of the above-entitled action relating to recovery of damages is severed and continued; and it is further

ORDERED that the parties are directed to appear for a status conference on July 6, 2021 at 9:30 a.m.

1/28/2021
DATE


ARLENE P. BLUTH, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE