

Department of Hous. Preservation & Dev. of the City of N.Y. v JIMS Realty LLC
2022 NY Slip Op 31430(U)
May 19, 2022
Civil Court of the City of New York, Kings County
Docket Number: Index No. 304497/2021
Judge: Jack Stoller
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CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: HOUSING PART Q

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DEPARTMENT OF HOUSING PRESERVATION AND
DEVELOPMENT OF THE CITY OF NEW YORK,

Petitioner,

Index No. 304497/2021

-against-

JIMS REALTY LLC, et al.,

DECISION/ORDER

Respondent.

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Present: Hon. Jack Stoller
Judge, Housing Court

The Department of Housing Preservation and Development of the City of New York (“HPD”) commenced this proceeding against JIMS Realty LLC (“Corporate Respondent”), Richard Joseph (“Individual Respondent #1”), and Joseph Popack (“Individual Respondent #2”), the respondents in this proceeding (collectively, “Respondents”), seeking an order directing that Respondents correct violations of the New York City Housing Maintenance Code at the 451 Kingston Avenue, Brooklyn, New York (“the Building”) and civil penalties. The Court entered into two orders directing that Respondents correct the violations and set the matter for trial on civil penalties. In addition to that, the Court granted a prior motion for civil and criminal contempt and for additional civil penalties against Respondents. Respondents interposed an answer with affirmative defenses of, *inter alia*, completion of repairs and denial of access. The Court held a trial on civil penalties jointly with a hearing on the motion for additional civil penalties and contempt on January 13, 2022, January 31, 2022, and March 15, 2022 and adjourned the matter for post-trial submissions to May 6, 2022.

Civil penalties

The petition in this matter, verified on May 25, 2021, sought civil penalties for the following “B” violations: ##13450859, 13452959, 13501195, 13634278, 13634275, 13729398, 12579404, 12970206, and the following “C” violations: #13450833, 12957936, 12957837, 12980048, 13072674, 13096673, 12768880, and 12980088.¹

HPD submitted into evidence notices of violation for the following “B” violations reported September 12, 2018, to be corrected by October 19, 2018 and certified by November 2, 2018: ##12579336, 12579356, 12579369, 12579404; for the following “C” violation reported March 13, 2019, to be corrected by April 8, 2019 and certified by April 13, 2019: #12957837; for the following “C” violation reported March 13, 2019, to be corrected by March 22, 2019 and certified by March 27, 2019: #12957936; for the following “B” violations reported March 20, 2019, to be corrected by April 26, 2019 and certified by May 10, 2019: ##12970189, 12970198, 12970206, 12970224; for the following “C” violation reported March 21, 2019, to be corrected by April 24, 2019 and certified by April 29, 2019: #12980048; for the following “C” violation reported March 21, 2019, to be corrected by April 5, 2019 and certified by April 10, 2019: #12980088; for the following “C” violation reported May 15, 2019, to be corrected by May 25, 2019 and certified by May 30, 2019: #13072674; for the following “C” violation reported May 28, 2019, to be corrected by June 20, 2019 and certified by June 25, 2019: #13096673; for the following “C” violations reported November 13, 2019, to be corrected by December 9, 2019 and certified by December 14, 2019: #13450829, 13450833; for the following “B” violations

¹ A class “A” violation is “non-hazardous” pursuant to N.Y.C. Admin. Code §27-2115(c)(1); class “B” violation is “hazardous” pursuant to N.Y.C. Admin. Code §27-2115(c)(2); and a class “C” violation is “immediately hazardous” pursuant to N.Y.C. Admin. Code §27-2115(c)(3). Notre Dame Leasing LLC v. Rosario, 2 N.Y.3d 459, 463 n.1 (2004).

reported November 13, 2019, to be corrected by December 20, 2019 and certified by January 3, 2020: #13450859; for the following “B” violations reported November 13, 2019, to be corrected by December 23, 2019 and certified by January 6, 2020: ##13450878, 13452959; for the following “B” violations reported December 12, 2019, to be corrected by January 20, 2020 and certified by February 3, 2020: #13501175, 13501184, 13501195, 13501197; for the following “B” violations reported March 5, 2020, to be corrected by April 13, 2020 and certified by April 27, 2020: ##13634275, 13634278, 13634285, 13634290, for the following “B” violations reported July 19, 2020, to be corrected by August 26, 2020 and certified by September 9, 2020: ##13729376, 13729379, 13729385, 13729388, 13729395, 13729398; and for the following “C” violation, reported on August 14, 2020, to be corrected by August 27, 2020 and certified by September 3, 2020: #13768880.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #13096673, a “C” violation for mold under a kitchen sink cabinet in Apt. A11,² by June 20, 2019. As of March 29, 2022,³ that violation remains on HPD’s violation summary report, which compels the legal presumption that Respondents have not yet corrected the violation. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7). Respondents may rebut the presumption, although Respondents must do so with more evidentiary support than just testimony. Dep’t of Hous. Pres. & Dev. of the City of N.Y. v. Rosenfeld, 2022 N.Y. Slip Op. 22087, ¶ 8 (Civ. Ct. Kings Co.), *citing* Dep’t. of Hous. Preserv. & Dev. of City of NY v. Deka

² All designations in this opinion in the format of “Apt.” followed by a letter and a number refer to apartments in the Building.

³ Even though the last day of trial was March 15, 2022, the Court granted a subsequent motion of Respondents’ to reopen the record for the purpose of enabling Respondents to submit additional exhibits, conditioned on HPD getting the same privilege. HPD’s submission included a violation summary report updated through March 29, 2022.

Realty Corp., et. al., N.Y.L.J., June 16, 1992 at 36:6 (App. Term 2nd and 11th Jud. Dists.), Dep't of Hous. Pres. & Dev. v. Knoll, 120 Misc.2d 813, 814 (App. Term 2nd Dept. 1983), Allen v. Rosenblatt, 5 Misc.3d 1032(A)(Civ. Ct. N.Y. Co. 2004).

Zalman Lezell (“the Maintenance Manager”) testified that he is a manager of the Building; that he is not the registered managing agent; that he takes care of maintenance, repairs, complaints, and violations; that he does not repair conditions himself; that the super or other workers repair conditions; that he or tenants could tell the super about repairs; that tenants complain to his office; that he sees those complaints; that he gets emails from tenants; that the Building has 151 units; that maybe 40% of the units in the Building are rented out to social services agencies who use the apartments for scattered-site housing for clients of the agencies; and that he does not always know the identity of the actual occupants.

An email dated July 17, 2019 in evidence from the Maintenance Manager to someone who works for an agency shows that the Maintenance Manager was seeking access to Apt. A11 to correct a mold violation. Further email exchanges ensued about access, including an email from a representative of an agency that offered July 31, 2019 for access. Another email in evidence shows an agreement for an access date on August 12, 2019. The Maintenance Manager then emailed the agency again saying that “there was a mix up [sic.]” and that Respondents would need another access date. Respondents submitted into evidence two photographs of the underside of the kitchen sink in Apt. A11 which shows no apparent condition. The Maintenance Manager testified that he took the photograph a few months before his testimony on March 15, 2022, although he could not remember the exact date.

While lack of access is a defense to civil penalties, an owner may only avail itself of such a defense upon a showing that the owner “promptly” begins to correct a violation. N.Y.C.

Admin. Code §27-2116(b)(2)(i). With no evidence in the record of an attempt to gain access to correct an immediately hazardous violation until July 17, 2019, almost a month after Respondents had to correct the violation, Petitioner does not satisfy this condition. Moreover, the email exchange in evidence does not actually show that the tenant of Apt. A11 denied access. To the extent that the representative from the agency referenced people in Apt. A11, in fact, the evidence shows that Respondents did in fact gain access.

The photograph in evidence does not reveal any extant mold condition in Apt. A11, and therefore is more probative than bare and conclusory testimony. While the record does not show that Respondents retained a licensed mold assessor, the record also does not show that HPD's violation was based on the judgment of a licensed mold assessor. HPD placed the violation pursuant to N.Y.C. Admin. Code §27-2017.3(a)(5), which refers to "visible" mold. Insofar as the photograph shows nothing that "visibly" appears to be mold, Respondents have proven that they corrected violation #13096673. However, the earliest evidence in the record of such a correction is a photograph taken "a few months" before March 15, 2022. As Respondents bear the burden of rebutting the presumption established by N.Y.C. Admin. Code §27-2115(f)(7), the Court construes this ambiguity against Respondents and finds that Respondents proved a correction of this violation as of January 15, 2022, 930 days after June 20, 2019. Upon such a failure to correct violations as such, the Court shall impose civil penalties of an amount between \$50.00 and \$150.00 plus \$125.00 a day for "C" violations in buildings with five or more units, N.Y.C. Admin. Code §27-2115(a), as is the case with the Building. The Court awards HPD civil penalties of \$150.00 plus \$125.00 times 930 days for this violation, for a total of \$116,400.00.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #12957837, a "C" violation for roaches in Apt. C20, by

April 8, 2019. As of March 29, 2022, that violation remains on HPD's violation summary report, which compels the legal presumption that Respondents have not yet corrected the violation. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7).

The Maintenance Manager testified that Respondents have an extermination company that services the building once a month; they try to get as many tenants as possible; that they do monthly exterminations and they have to make special appointments sometimes, if there is a violation or a court order or a special request from a tenant; and that they use a few companies. The efficacy of any purported exterminations, however, is dubious, given that one of Respondents' exhibits seems to indicate that an employee of theirs, rather than a contractor, has been exterminating, and given that HPD has placed violations for roach infestation in a number of different apartments, including Apt. A18, Apt. A22, Apt. A25, Apt. B4, Apt. B8, Apt. C1, Apt. C22, Apt. D14, Apt. D19, Apt. F2, Apt. F3, and Apt. F25. On this record, the sparse documentation that Respondents have introduced is insufficient to rebut the presumption established by the placement and endurance of the violation that the condition continued through March 29, 2022. March 29, 2022 is 1,086 days after April 8, 2019. The Court therefore awards civil penalties in an amount of \$150 plus \$125.00 times 1,086, for a total of \$135,900.00.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #12980048, a "C" violation for a defective window guard in Apt. E5, by April 5, 2019. As of March 29, 2022, that violation remains on HPD's violation summary report, which compels the legal presumption that Respondents have not yet corrected the violation. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7). Respondents did not submit any evidence showing that they had corrected this violation. March 29, 2022 is 1,089 days after

April 5, 2019. The Court therefore awards civil penalties in an amount of \$150 plus \$125.00 times 1,089, for a total of \$136,275.00.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #13072674, a “C” violation for an obstruction in a water closet in Apt. D22, by May 25, 2019. As of March 29, 2022, that violation remains on HPD’s violation summary report, which compels the legal presumption that Respondents have not yet corrected the violation. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7). Respondents did not submit any evidence showing that they had corrected this violation. March 29, 2022 is 1,039 days after May 25, 2019. The Court therefore awards civil penalties in an amount of \$150 plus \$125.00 times 1,039, for a total of \$130,025.00.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #12980088, a “C” violation for an illegal fastening on door with a fire escape window in Apt. E10, by April 10, 2019. As of March 29, 2022, that violation remains on HPD’s violation summary report, which compels the legal presumption that Respondents have not yet corrected the violation. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7). Respondents did not submit evidence rebutting the presumption. March 29, 2022 is 1,084 days after April 10, 2019. The Court therefore awards civil penalties in an amount of \$150 plus \$125.00 times 1,084, for a total of \$135,650.00.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #12579404, a “B” violation for an illegal fastening on a fire escape window in Apt. A14, by October 19, 2018. As of March 29, 2022, that violation remains on HPD’s violation summary report, which compels the legal presumption that Respondents have not yet corrected the violation. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7). On

their case, Respondents submitted into evidence a photograph of a window by a fire escape. The photograph depicts a gate in front of the window. Any encumbrance before or upon, or obstruction to access to any fire escape, is a violation. N.Y.C. Admin. Code §27-2007(c). While it is possible in theory for the New York City Fire Department to approve the installation of a gate on a fire escape, Giga Greenpoint Realty, LLC v. Mounier, 61 Misc.3d 135(A)(App. Term 2018 2nd Dept.), the photograph in evidence is insufficient to show that. Accordingly, the Court award civil penalties for this violation of \$100, plus \$10 a day as provided for “B” violations. N.Y.C. Admin. Code §27-2115(a). March 29, 2022 is 1,257 days after October 19, 2018. The Court therefore awards civil penalties in an amount of \$100 plus \$10 times 1,257, for a total of \$12,670.00.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #13634278, a “B” violation for leaky shower faucets in Apt. D19, by April 16, 2020 and had to correct violation #13634275, a “B” violation for a leaky tub faucet in Apt. D19, by April 13, 2020. As of March 29, 2022, those violations remain on HPD’s violation summary report, which compels the legal presumption that Respondents have not yet corrected the violations. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7). On their case, Respondents submitted into evidence a photograph of a shower in Apt. D19. The photograph depicts a wall that appears to be free of defects except for some discoloration around the grout. Be that as it may, the photograph does not convey anything information about whether faucets leak.

In addition to the photograph, Respondents submitted into evidence a business record that the Maintenance Manager referred to as a “work order.” The Maintenance Manager testified that software that Respondents have purchased generates work orders; that someone prints it out; and

that the super picks it up. The Maintenance Manager testified on voir dire that whenever HPD places a violation, the company that generates the software directs the violation to Respondents. With regard to the leaky faucets in Apt. D19, Respondents submitted into evidence an undated work order with a signature on it above a line on the work order designated for a tenant. As the Court held the trial for civil penalties jointly with a hearing on a motion for criminal contempt, and as intent is an element of criminal contempt, Savel v. Savel, 153 A.D.3d 872, 873 (2nd Dept. 2017), a signed work order could have an effect on Respondents' state of mind and the signed work order therefore was admissible for that purpose. However, to the extent that such a signature may be construed to be a statement by a tenant that Respondents completed the work, it would be an out-of-Court statement for the truth of the matter asserted, which would be inadmissible hearsay. People v. Huertas, 75 N.Y.2d 487, 491-492 (1990). Accordingly, the signed work order does not rebut the violations in evidence.⁴

Accordingly, the Court awards civil penalties for these two violations of \$100 each plus \$10 a day. N.Y.C. Admin. Code §27-2115(a). March 29, 2022 is 715 days after April 13, 2020 and 712 days after April 16, 2020. The Court therefore awards civil penalties in an amount of \$100 plus \$10 times 715, for a total of \$7,250.00, and \$100 plus \$10 times 712, for a total of \$7,220.00.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #13729398, a "B" violation for a broken light fixture in Apt. F25, by August 26, 2020. As of March 29, 2022, that violation remains on HPD's violation

⁴ The signature was also not authenticated, although the lack of authentication does not affect the admissibility of the work order for purposes of Respondents' state of mind.

summary report, which compels the legal presumption that Respondents have not yet corrected the violation. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7).

Isaac Hager (“the Building Manager”) testified that he has managed the Building since July of 1994; that he takes care of violations; that he has worked in Apt. F25 on the sixth floor of the Building; that he received a violation in July; that he told the tenant there that he wanted to fix violations; that the tenant told him that she would let him know what day she would be available for the work to be done and that the work had to be done room by room; that Apt. F25 was full of stuff like furniture and clothing; that they first worked on a room next to bathroom; that they took all the stuff out, put it in plastic bags, and moved it to the living room; that after they were done they finished the whole room; that the tenant wanted nothing done until they fixed the parquet flooring; that he had to plaster and paint the room; that he sent someone there to do the work, including installation of sealant and putty; that he had to wait until it dried; that the tenant said to wait a week and then she said it was okay to continue; that they had to the same thing again as in the first room where the work was done; that they completed the work in October; that it took close to four months to complete the work; that normally this work would take two to three weeks; that there were no other situations like that; and that that was the most complicated case he dealt with.

Denial of access is a defense to civil penalties. N.Y.C. Admin. Code §27-2116(b)(2)(i). See, e.g., Ekman v. Jo Fra Props., 5 Misc.3d 1013(A)(Civ. Ct. N.Y. Co. 2004)(when the actions of a petitioner in an HP Action caused a delay in restoring gas, the landlord had a complete defense). The Building Manager’s un rebutted testimony shows that the tenant of Apt. F25 maintained her apartment in such a way and engaged in conduct that hindered Respondents from

correcting a violation in Apt. F25. Accordingly, the Court dismisses HPD's cause of action for civil penalties based on violation #13729398.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #12970206, a "B" violation regarding a smoke detector in a common area, by May 10, 2019. As of March 29, 2022, that violation remains on HPD's violation summary report, which compels the legal presumption that Respondents have not yet corrected the violation. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7). Respondents submitted into evidence a photograph of the smoke alarm. Evidence such as a photograph as such is exactly the kind of non-conclusory evidence that rebuts an HPD violation. Like the other photographs submitted into evidence on the Maintenance Manager's foundation, however, the earliest evidence in the record of such a correction is a photograph taken "a few months" before March 15, 2022. As Respondents bear the burden of rebutting the presumption established by N.Y.C. Admin. Code §27-2115(f)(7), the Court construes this ambiguity against Respondents and finds that Respondents proved a correction of this violation as of January 15, 2022. January 15, 2022 is 891 days after May 10, 2019. The Court therefore awards civil penalties in an amount of \$100 plus \$10 times 891, for a total of \$9,010.00.

On November 13, 2019, HPD placed two "B" violations in Apt. C22, one at #13450859 to "repair the broken or defective plastered surfaces and paint in a uniform color all walls and ceiling in the bathroom...", and another at #13452959 to "repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the bathroom" Violation #13450859 appears to fully encompass and duplicate violation #13452959. Where there are separate instances of a single condition that constitutes a violation, such separate instances "shall be treated collectively as a single violation with respect to any one dwelling unit" N.Y.C. Admin. Code §27-

2115(g). On this logic, the Court would treat these two violations as one, perhaps but for the following language in the statute, “nothing contained in this subdivision shall limit the number of violations for which a penalty under this section may be collected with respect to each dwelling unit ...” Id. While such language may in theory support two violations for essentially the same condition, as appears to be the case here, that proposition rests on the premise that these two conditions are “separate,” which they do not appear to be. Accordingly, the Court shall dismiss HPD’s cause of action for civil penalties with regard to violation #13452959 and shall consider violation #13450859.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #13450859 by December 20, 2019. As of March 29, 2022, that violation remains on HPD’s violation summary report, which compels the legal presumption that Respondents have not yet corrected the violation. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7). Respondents submitted into evidence a photograph of the bathroom of Apt. C22 that does not depict broken or defective surfaces but rather appears to free of defects. The Maintenance Manager testified that he took the photograph a few months before his testimony which, for reasons stated above, the Court construes to be January 15, 2022. January 15, 2022 is 757 days after December 20, 2019. The Court therefore awards civil penalties in an amount of \$100 plus \$10 times 757, for a total of \$7,670.00.

According to the notice of violation and violation summary report in evidence, Respondents had to correct violation #13501195, a “B” violation regarding a carbon monoxide detector in Apt. B8, by January 20, 2020. As of March 29, 2022, that violation remains on HPD’s violation summary report, which compels the legal presumption that Respondents have not yet corrected the violation. MDL §328(3), N.Y.C. Admin. Code §27-2115(f)(7).

Respondents did not rebut the evidence of this violation. March 29, 2022 is 799 days after January 20, 2020. The Court therefore awards civil penalties in an amount of \$100 plus \$10 times 799, for a total of \$8,090.00.

HPD's memorandum of law seeks a civil penalty for violation #14638568. By an order dated November 17, 2021, the Court directed Respondents to correct this violation as of November 19, 2021. Respondents submitted into evidence a certification that they had corrected violation #14638568 on October 20, 2021. No countervailing evidence from HPD, such an extant violation, shows otherwise. Accordingly, the Court dismisses HPD's cause of action for civil penalties for violation #14638568.

HPD's memorandum of law stated that HPD was not seeking civil penalties for violation ##13450833 and 13768880. The Court therefore dismisses a cause of action for civil penalties for these violations without prejudice.

The total amount of civil penalties the Court awards HPD is \$706,160.00.

Contempt

The Court, by an order dated October 19, 2021 ("the Order To Correct"), granted HPD's motion for summary judgment to the extent of ordering Respondents to correct open "A" violations in the Building at the time of the order on or before December 18, 2021, "B" violations on or before November 18, 2021, and "C" violations on or before October 29, 2021. As per footnote 3, supra, HPD submitted into evidence a violation summary report dated March 29, 2022. Of the violations that were subject to the Order To Correct, the following did not appear on the subsequent violation summary report, compelling the conclusion that Respondents corrected them:

##13450810, a “B” violation for bathroom sink faucets in Apt. A3, 13656596, a “C” violation for an entrance door lock, 13658814, a “C” violation for hot water in Apt. A3, 13676314, a “B” violation for defective glass panel front door, 13698183, a “C” violation for a broken lockset, 13802244, a “C” violation for broken lock entrance door, 14079193, a “B” violation for Co detector in Apt. E18, 14079190, a “B” violation for smoke detector in Apt. E18, 14079186, an “A” violation for a kitchen ceiling in Apt. E18, 14079177, a “B” violation for a bathroom ceiling in Apt. E18, 14313817, an “A” violation for painting the vestibule, 14353793, a “B” violation for a chain lock in Apt. F3, 14368642 an “A” violation for a certificate in a frame, 14434455, a “B” violation for a bathroom ceiling in Apt. A3, 14434458, an “A” violation for a ceiling in Apt. A3, 14439290, a “B” violation for a bathroom ceiling in Apt. A3, 14439286, a “B” violation for bathroom ceiling in Apt. A3, 14439276, a “B” violation for walls and ceiling in Apt. A3, 14439272, a “B” violation for wall and ceiling in Apt. A3, 14447625, a “B” violation for bathroom ceiling in Apt. A3, 14465279, a “B” violation for roaches in Apt. B4, 14465278, a “B” violation for window guards in Apt. B4, 14527129, a “C” violation for lead in Apt. B3, 14525964, a “C” violation for mice in Apt. B3, 14525963, a “C” violation for roaches in Apt. B3, 14564458, a “B” violation for a door lock in Apt. F2, 14564457, a “B” violation for an outlet in Apt. F2, 14564455, a “B” violation for an outlet in Apt. F2, 14564453, a “B” violation for an outlet in Apt. F2, 14569771, a “B” violation for a deadbolt lock in Apt. C2, 14569767, a “B” violation for window in Apt. C1, 14569765 an “A” violation for an entrance door in Apt. C1, and 14613817, a “B” violation for gas.

HPD’s violation summary report showed that the remainder of the violations subject to the Order To Correct remained outstanding as of March 29, 2022. As the Court can take judicial notice of such violations pursuant to MDL §328(3), and as the statute provides that the

persistence of the violations is prima facie proof that the conditions remain, the Court reproduces the image of the HPD violations outstanding from the Order To Correct as follows:

<p>Other Units</p> <p>Property Owner Registration Information</p> <p>Charges</p> <p>Complaint Status</p> <p>Complaint History</p> <p>Litigation/Case Status</p> <p>Tenant Harassment Report</p> <p>All Open Violations</p> <p>prior year Open Viol.'s</p> <p>Ecrtification</p> <p>Overdue Lead Paint Viol. Correction</p> <p>Vacate Orders</p> <p>I-Card Images</p> <p>PROS Online</p> <p>Bed Bugs</p> <p>Map</p>	<p>Building Registration Summary Report</p> <p>Find Apartment#</p>
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Owner	Last Reg Dt Reg Expire Dt	Organization	Last Nm	First Nm	House No	Street Nm	Apt	City	State	Zip
Head Officer	10/01/2021 09/01/2022		JOSEPH	RICHARD	438	KINGSTON AVE		BROOKLYN	NY	11205
Officer	10/01/2021 09/01/2022		JOSEPH	RICHARD	438	KINGTON AVENUE		BROOKLYN	NY	11225
Corporation	10/01/2021 09/01/2022	JIMS REALTY LLC			451	KINGSTON AVENUE		BROOKLYN	NY	11225
Managing Agent	10/01/2021 09/01/2022	JIMS REALTY LLC	JOSEPH	RICHARD	438	KINGSTON AVE		BROOKLYN	NY	11225

Open Violations - ALL DATES
There are 212 Violations. Arranged by category: A class: 29 B class: 112 C class: 71 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, NOV ID, NOV Type</u>	<u>Violation Description</u>	<u>Status Status Date</u>	<u>Certify By Date Actual Cert. Date</u>
C1 3	2021/09/22 2021/09/28	B	508	14569764 7493740 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the east wall in the entrance located at apt c1, 3rd story, 2nd apartment from south at west , section at south	CIV10 MAILED 2021/12/27	2021/11/16 2021/11/16
C1 3	2021/09/22 2021/09/28	B	508	14569766 7493740 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 3rd room from north at west located at apt c1, 3rd story, 2nd apartment from south at west , section at south	CIV10 MAILED 2021/12/27	2021/11/16 2021/11/16
C1 3	2021/09/22 2021/09/27	B	508	14569768 7491712 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in	NOV SENT 2021/09/27	2021/11/15

					the bathroom located at apt c1, 3rd story, 2nd apartment from south at west , section at south		
C1 3	2021/09/22 2021/09/27	C	569	14569769 7491714 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt c1, 3rd story, 2nd apartment from south at west , section at south	CIV10 MAILED 2021/12/27	2021/10/28 2021/10/27
C1 3	2021/09/22 2021/09/27	C	568	14569770 7491714 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt c1, 3rd story, 2nd apartment from south at west , section at south	CIV10 MAILED 2021/12/27	2021/10/28 2021/10/27
B4 2	2021/08/29 2021/08/31	A	556	14527128 7459062 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the 3rd room from east at center, the private hallway , the foyer , the bathroom , the kitchen located at apt b4, 2nd story, 1st apartment from south at west	CIV10 MAILED 2021/12/06	2021/12/18 2021/10/19
B4 2	2021/08/29 2021/08/31	A	556	14525957 7459062 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the 1st door frame from west at north wall in the 1st room from east located at apt b4, 2nd story, 1st apartment from south at west	CIV10 MAILED 2021/12/06	2021/12/18 2021/10/19
B4 2	2021/08/29 2021/08/31	B	508	14525958 7459063 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 1st room from east located at apt b4, 2nd story, 1st apartment from south at west	CIV10 MAILED 2021/12/06	2021/10/19 2021/10/19
B4 2	2021/08/29 2021/08/31	B	583	14525959 7459063 Original	§ 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 b4, 2nd story, 1st apartment from south at west	CIV10 MAILED 2021/12/06	2021/10/19 2021/10/19
B4 2	2021/08/29 2021/08/31	B	508	14525960 7459063 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the private hallway located at apt b4, 2nd story, 1st apartment from south at west	CIV10 MAILED 2021/12/06	2021/10/19 2021/10/19
B4 2	2021/08/29 2021/08/31	B	583	14525961 7459063 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the kitchen located at apt	CIV10 MAILED 2021/12/06	2021/10/19 2021/10/19

						b4, 2nd story, 1st apartment from south at west		
B4 2	2021/08/29 2021/08/31	B	508	14525962 7459063 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling, east wall, south wall, north wall in the kitchen located at apt b4, 2nd story, 1st apartment from south at west	CIV10 MAILED 2021/12/06	2021/10/19 2021/10/19	
F3 6	2021/08/16 2021/08/19	B	508	14502487 7446220 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 5th room from east at south located at apt f3 , 6th story, section at south	CIV10 MAILED 2021/11/29	2021/10/07 2021/10/05	
6	2021/08/16 2021/08/19	B	502	14502505 7446220 Original	§ 27-2005 adm code properly repair with similar material the broken or defective fire retardant material at ceiling at public hall, 6th story, section at south	CIV10 MAILED 2021/11/29	2021/10/07 2021/10/05	
F2 6	2021/08/17 2021/08/19	C	569	14502439 7446221 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt f2, 6th story, 1st apartment from east at south	NOI SENT 2021/08/19	2021/09/19	
F2 6	2021/08/17 2021/08/19	C	568	14502440 7446221 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt f2, 6th story, 1st apartment from east at south	NOI SENT 2021/08/19	2021/09/19	
B4 2	2021/07/24 2021/07/26	B	583	14461298 7419206 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the kitchen located at apt b4, 2nd story, 1st apartment from south at west , section at north	NOV SENT 2021/07/26	2021/09/13	
B4 2	2021/07/24 2021/07/26	B	508	14461299 7419206 Original	§ 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 b4, 2nd story, 1st apartment from south at west , section at north	NOV SENT 2021/07/26	2021/09/13	
B4 2	2021/05/30 2021/06/04	B	508	14368659 7367275 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color all walls and ceiling in the kitchen located at apt b4, 2nd story, 1st apartment from south at west	NOT COMPLIED 2021/12/03	2021/07/23 2021/06/22	

	B4 2	2021/05/30 2021/06/04	B	508	14368663 7367275 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the east wall inside upper cabinet in the kitchen located at apt b4, 2nd story, 1st apartment from south at west	NOT COMPLIED 2021/12/03	2021/07/23 2021/06/22
	B4 2	2021/05/30 2021/06/04	C	569	14368681 7367277 Original	hmc adm code: § 27- 2017.4 abate the infestation consisting of mice in the entire apartment located at apt b4, 2nd story, 1st apartment from south at west	NOT COMPLIED 2021/12/03	2021/07/05 2021/06/21
	F3 6	2021/05/22 2021/05/24	A	556	14354132 7355841 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the 4th room from north at west, the 4th room from north at east, the 2nd room from north, the 1st room from north, the foyer , the private hallway , the kitchen located at apt f3, 6th story, 1st apartment from south at west , section at south	NOV SENT 2021/05/24	2021/09/10
	F3 6	2021/05/22 2021/05/24	B	508	14353795 7355842 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the east wall, ceiling in the 4th room from north at west located at apt f3, 6th story, 1st apartment from south at west , section at south	NOV SENT 2021/05/24	2021/07/12
	B4 2	2021/05/12 2021/05/17	B	505	14334598 7348818 Original	§ 27-2005 adm code replace with new the broken or defective base cabinet at sink in the kitchen located at apt b4, 2nd story, 1st apartment from south at west	NOT COMPLIED 2021/12/03	2021/07/05 2021/06/15
	B4 2	2021/05/12 2021/05/17	B	583	14334600 7348818 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the kitchen located at apt b4, 2nd story, 1st apartment from south at west	NOT COMPLIED 2021/12/03	2021/07/05 2021/06/15
	B4 2	2021/05/12 2021/05/17	B	508	14334602 7348818 Original	§ 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 b4, 2nd story, 1st apartment from south at west	NOT COMPLIED 2021/12/03	2021/07/05 2021/06/15
	E18 5	2021/03/16 2021/03/19	A	508	14079175 7124062 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a	NOT COMPLIED 2021/12/03	2021/07/06 2021/04/05

						uniform color at ceiling in the bathroom located at apt e18, 5th story, 5th apartment from west at north , section at north		
E18 5	2021/03/16 2021/03/19	A	554	14079179 7124062 Original	§ 27-2005 adm code paint metal in accordance with dept. regulation haeting riser pipe in the bathroom located at apt e18, 5th story, 5th apartment from west at north , section at north	NOT COMPLIED 2021/12/03	2021/07/06 2021/04/05	
D22 4	2021/01/07 2021/01/07	B	550	13974074 7055760 Original	§ 27-2017.3 hmc: trace and repair the source and abate the visible mold condition... at ceiling, approximately #1 sq. foot in the bathroom located at apt d22, 4th story, 1st apartment from east at south , section at northeast original violation 13799118 issued 03-sep-20 has been upgraded to class b per administrative code §§27-2017.3a(3)(a) or (b).	DEFECT LETTER 2021/04/14	2021/02/25	
D22 4	2021/01/07 2021/01/07	B	550	13974075 7055760 Original	§ 27-2017.3 hmc: trace and repair the source and abate the visible mold condition... at ceiling inside closet, approximately #4 sq. feet in the private hallway located at apt d22, 4th story, 1st apartment from east at south , section at northeast original violation 13799215 issued 03-sep-20 has been upgraded to class b per administrative code §§27-2017.3a(3)(a) or (b).	DEFECT LETTER 2021/04/14	2021/02/25	
D22 4	2020/11/01 2020/11/04	B	1503	13877652 6996858 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). missing located at apt d22, 4th story, 1st apartment from south at west , section at north	CERT INVALID 2020/12/22	2020/12/23 2020/12/22	
C5 3	2020/08/08 2020/08/10	B	508	13758343 6925777 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling and east wall in the bathroom located at apt c5, 3rd story, 3rd apartment from east at south	NOV SENT 2020/08/10	2020/09/28	
C5 3	2020/08/08 2020/08/10	B	583	13758357 6925777 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak over ceiling in the bathroom located at apt c5, 3rd story, 3rd apartment from east at south	NOV SENT 2020/08/10	2020/09/28	

	C5 3	2020/08/08 2020/08/10	B	501	13758406 6925777 Original	§ 27-2005 adm code properly repair the broken or defective bell/buzzer intercom system in the foyer located at apt c5, 3rd story, 3rd apartment from east at south	NOV SENT 2020/08/10	2020/09/28
	3F 6	2020/07/25 2020/07/30	C	568	13744780 6917030 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt 3f, 6th story, 1st apartment from south at west	NOI SENT 2020/07/30	2020/08/30
	3F 6	2020/07/25 2020/07/30	C	569	13744781 6917030 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt 3f, 6th story, 1st apartment from south at west	NOI SENT 2020/07/30	2020/08/30
	F25 6	2020/07/25 2020/07/30	C	568	13744798 6917036 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt f25, 6th story, 2nd apartment from west at north	NOI SENT 2020/07/30	2020/08/30
	F25 6	2020/07/25 2020/07/30	B	501	13744799 6917034 Original	§ 27-2005 adm code properly repair the broken or defective the light at ceiling. in the entire apartment located at apt f25, 6th story, 2nd apartment from west at north	CERT INVALID 2020/09/10	2020/09/17 2020/09/10
	F25 6	2020/07/25 2020/07/30	C	617	13744884 6917032 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) north wall, east wall, west wall in the 1st room from north at east located at apt f25, 6th story, 2nd apartment from west at north	NOV SENT 2020/07/30	2020/08/28
	F25 6	2020/07/25 2020/07/30	C	617	13744885 6917035 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) north wall, south wall, east wall, west wall in the 1st room from north at west located at apt f25, 6th story, 2nd apartment from west at north	NOV SENT 2020/07/30	2020/08/28
	F25 6	2020/07/25 2020/07/30	C	617	13744886 6917038 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that	NOV SENT 2020/07/30	2020/08/28

						tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st door frame from west at north wall, north wall, south wall, west wall in the 4th room from north located at apt f25, 6th story, 2nd apartment from west at north		
F25 6	2020/07/25 2020/07/30	C	617	13744888 6917038 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) south wall in the kitchen located at apt f25, 6th story, 2nd apartment from west at north	NOV SENT 2020/07/30	2020/08/28	
F25 6	2020/07/25 2020/07/30	C	617	13744889 6917038 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) east wall in the foyer located at apt f25, 6th story, 2nd apartment from west at north	NOV SENT 2020/07/30	2020/08/28	
F25 6	2020/07/19 2020/07/22	B	577 *	13729376 6911391 Original	§ 27-2024 adm code provide adequate supply of hot water for the fixtures faucet at sink in the kitchen located at apt f25, 6th story, 1st apartment from west at north , section at south	NOV SENT 2020/07/22	2020/09/09	
F25 6	2020/07/19 2020/07/22	B	508	13729379 6911391 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the 1st room from north at west located at apt f25, 6th story, 1st apartment from west at north , section at south	NOV SENT 2020/07/22	2020/09/09	
F25 6	2020/07/19 2020/07/22	B	501	13729385 6911391 Original	§ 27-2005 adm code properly repair the broken or defective light fixture at ceiling in the 1st room from north at west located at apt f25, 6th story, 1st apartment from west at north , section at south	NOV SENT 2020/07/22	2020/09/09	
F25 6	2020/07/19 2020/07/22	B	510	13729388 6911391 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of key operated lock installed at door leading to fire escape in the 1st room from north at west located at apt f25,	NOV SENT 2020/07/22	2020/09/09	

						6th story, 1st apartment from west at north , section at south		
F25 6	2020/07/19 2020/07/22	B	501	13729395 6911391 Original	§ 27-2005 adm code properly repair the broken or defective light fixture at north wall and south wall in the 1st room from north at east located at apt f25, 6th story, 1st apartment from west at north , section at south	NOV SENT 2020/07/22	2020/09/09	
F25 6	2020/07/19 2020/07/22	B	501	13729398 6911391 Original	§ 27-2005 adm code properly repair the broken or defective light fixture at ceiling in the private hallway located at apt f25, 6th story, 1st apartment from west at north , section at south	NOV SENT 2020/07/22	2020/09/09	
F25 6	2020/07/19 2020/07/22	C	568	13729409 6911392 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt f25, 6th story, 1st apartment from west at north , section at south	NOI SENT 2020/07/22	2020/08/22	
F25 6	2020/07/19 2020/07/22	C	569	13729410 6911392 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt f25, 6th story, 1st apartment from west at north , section at south	NOI SENT 2020/07/22	2020/08/22	
All Stories	2020/07/20 2020/07/22	B	552	13730449 6911390 Original	§ 27-2010, 2011, 2012 adm code remove the accumulation of refuse and/or rubbish and maintain in a clean condition the compactor closet at the 6th, 5th, 4th, 3rd, 2nd and 1st story , section at north	NOT COMPLIED 2021/11/25	2020/09/09	
All Stories	2020/07/20 2020/07/22	B	551 *	13730478 6911390 Original	§ 27-2010, 2011, 2012 adm code cleanse and disinfect to the satisfaction of this department after removing the rubbish at the compactor closet at the 6th, 5th, 4th, 3rd, 2nd and 1st story , section at north	NOT COMPLIED 2021/11/25	2020/09/09	
All Stories	2020/07/20 2020/07/22	B	552	13730508 6911390 Original	§ 27-2010, 2011, 2012 adm code remove the accumulation of refuse and/or rubbish and maintain in a clean condition the compactor closet at the 6th, 5th, 4th, 3rd, 2nd and 1st story , section at south	NOT COMPLIED 2021/11/25	2020/09/09	
All Stories	2020/07/20 2020/07/22	B	551 *	13730511 6911390 Original	§ 27-2010, 2011, 2012 adm code cleanse and disinfect to the satisfaction of this department after removing the rubbish at the compactor closet at	NOT COMPLIED 2021/11/25	2020/09/09	

					the 6th, 5th, 4th, 3rd, 2nd and 1st story , section at south		
	2020/07/20 2020/07/22	B	571	13730577 6911390 Original	§ 27-2021 adm code provide sufficient, proper and separate metal receptacles for the deposit of garbage, rubbish and other waste material and arrange for collection and disposal of such material.	NOT COMPLIED 2021/11/25	2020/09/09
D20 4	2020/06/17 2020/06/19	B	583	13699744 6891198 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling, west wall, east wall in the bathroom located at apt d20, 4th story, 4th apartment from west at north	NOV SENT 2020/06/19	2020/08/07
D20 4	2020/06/17 2020/06/19	B	508	13699755 6891198 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling, west wall, east wall in the bathroom located at apt d20, 4th story, 4th apartment from west at north	NOV SENT 2020/06/19	2020/08/07
D20 4	2020/06/17 2020/06/19	B	505	13699761 6891198 Original	§ 27-2005 adm code replace with new the broken or defective wood door in the bathroom located at apt d20, 4th story, 4th apartment from west at north	NOV SENT 2020/06/19	2020/08/07
1	2020/06/12 2020/06/17	B	552	13696361 6889609 Original	§ 27-2010, 2011, 2012 adm code remove the accumulation of refuse and/or rubbish and maintain in a clean condition the compactor closet at public hall, 1st story, section at north	NOT COMPLIED 2021/11/25	2020/08/05
18A 1	2020/06/08 2020/06/10	C	568	13691318 6885613 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt 18a, 1st story, 4th apartment from west at north	NOI SENT 2020/06/10	2020/07/11
A22 1	2020/04/10 2020/04/16	C	649 *	13663583 6869812 Original	§ 27-2026 adm code remove all obstructions and repair all defects in at kitchen sink in the kitchen located at apt a22, 1st story, 1st apartment from east at south	NOV SENT 2020/04/16	2020/04/29
A22 1	2020/04/10 2020/04/16	C	595 *	13663585 6869812 Original	§ 27-2026 adm code remove all obstructions from water closet at water closet in the bathroom located at apt a22, 1st story, 1st apartment from east at south	NOV SENT 2020/04/16	2020/04/29
A22 1	2020/04/10 2020/04/16	C	568	13663586 6869813 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of	NOI SENT 2020/04/16	2020/05/12

						roaches in the entire apartment located at apt a22, 1st story, 1st apartment from east at south		
A22 1	2020/04/10 2020/04/16	C	569	13663587 6869813 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt a22, 1st story, 1st apartment from east at south	NOI SENT 2020/04/16	2020/05/12	
A22 1	2020/04/10 2020/04/16	C	530	13663591 6869814 Original	§ 27-2005, 2007, 204.1 hmc code: arrange and make self-closing the doors door at apartment entrance in the entrance located at apt a22, 1st story, 1st apartment from east at south	NOV SENT 2020/04/16	2020/05/12	
C22 3	2020/03/17 2020/03/17	B	550	13653209 6859649 Original	§ 27-2017.3 hmc: trace and repair the source and abate the visible mold condition... all walls and ceiling 9 sq ft in the bathroom located at apt c22, 3rd story, 1st apartment from east at south original violation 13450884 issued 13-nov-19 has been upgraded to class b per administrative code §27-2017.3a(3)(a) or (b).	NOT COMPLIED 2020/06/20	2020/05/05	
D19 4	2020/03/09 2020/03/11	B	508	13643115 6853390 Original	§ 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 d19, 4th story, 4th apartment from west at north	NOV SENT 2020/03/11	2020/04/29	
D19 4	2020/03/09 2020/03/11	B	583	13643116 6853390 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the bathroom located at apt d19, 4th story, 4th apartment from west at north	NOV SENT 2020/03/11	2020/04/29	
D19 4	2020/03/09 2020/03/11	B	508	13643139 6853390 Original	§ 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 located at apt d19, 4th story, 4th apartment from west at north	NOV SENT 2020/03/11	2020/04/29	
D19 4	2020/03/05 2020/03/09	B	508	13633255 6849964 Original	§ 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 d19, 4th story, 2nd apartment from west at north , section at southeast	NOV SENT 2020/03/09	2020/04/27	

	D19 4	2020/03/05 2020/03/09	C	568	13633261 6849965 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt d19, 4th story, 2nd apartment from west at north , section at southeast	NOI SENT 2020/03/09	2020/04/04
	D19 4	2020/03/05 2020/03/09	B	579	13634275 6851179 Original	§ 27-2026 adm code repair the leaky and/or defective faucets at bathtub in the bathroom located at apt d19, 4th story, 4th apartment from west at north , section at south	NOV SENT 2020/03/09	2020/04/27
	D19 4	2020/03/05 2020/03/09	B	579	13634278 6851179 Original	§ 27-2026 adm code repair the leaky and/or defective faucets at shower in the bathroom located at apt d19, 4th story, 4th apartment from west at north , section at south	NOV SENT 2020/03/09	2020/04/27
	D19 4	2020/03/05 2020/03/09	B	702	13634285 6851179 Original	§ 27-2045 adm code repair or replace the smoke detector defective in the entire apartment located at apt d19, 4th story, 4th apartment from west at north , section at south	NOV SENT 2020/03/09	2020/04/27
	D19 4	2020/03/05 2020/03/09	B	1503	13634290 6851179 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). missing in the entire apartment located at apt d19, 4th story, 4th apartment from west at north , section at south	NOV SENT 2020/03/09	2020/04/27
	D19 4	2020/03/05 2020/03/09	C	569	13634292 6851180 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt d19, 4th story, 4th apartment from west at north , section at south	NOI SENT 2020/03/09	2020/04/04
	B25 2	2020/02/28 2020/03/04	C	546	13624799 6845576 Original	§ 27-2005, 2007 hmc: remove the illegal double cylinder key operated locking device at door to fire escape in the 1st room from north at west located at apt b25, 2nd story, 1st apartment from west at north	NOV SENT 2020/03/04	2020/03/17
	C14 3	2020/01/25 2020/01/27	A	508	13566121 6804986 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling at closet in the private hallway located at apt c14, 3rd story, 1st apartment from west at north , section at north	NOV SENT 2020/01/27	2020/05/15
	B8 2	2019/12/12 2019/12/18	B	579	13501187 6766213 Original	§ 27-2026 adm code repair the leaky and/or defective faucets at wash	NOV SENT 2019/12/18	2020/02/05

						basin in the bathroom located at apt b8, 2nd story, 1st apartment from west at north , section at north		
B8 2	2019/12/12 2019/12/18	B	649 *	13501188 6766213 Original	§ 27-2026 adm code remove all obstructions and repair all defects in wasteline at wash basin in the bathroom located at apt b8, 2nd story, 1st apartment from west at north , section at north	NOV SENT 2019/12/18	2020/02/05	
B8 2	2019/12/12 2019/12/16	B	509	13501175 6762678 Original	§ 27-2005 adm code properly secure the loose wood door at west wall base cabinet in the kitchen located at apt b8, 2nd story, 1st apartment from west at north , section at north	NOV SENT 2019/12/16	2020/02/03	
B8 2	2019/12/12 2019/12/16	B	508	13501184 6762678 Original	§ 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 b8, 2nd story, 1st apartment from west at north , section at north	NOV SENT 2019/12/16	2020/02/03	
B8 2	2019/12/12 2019/12/16	C	568	13501193 6762679 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt b8, 2nd story, 1st apartment from west at north , section at north	NOI SENT 2019/12/16	2020/01/11	
B8 2	2019/12/12 2019/12/16	B	1503	13501195 6762678 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). defective located at apt b8, 2nd story, 1st apartment from west at north , section at north	NOV SENT 2019/12/16	2020/02/03	
B8 2	2019/12/12 2019/12/16	B	702	13501197 6762678 Original	§ 27-2045 adm code repair or replace the smoke detector defective located at apt b8, 2nd story, 1st apartment from west at north , section at north	NOV SENT 2019/12/16	2020/02/03	
A22 1	2019/11/21 2019/11/26	C	569	13469321 6743306 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt a22, 1st story, 1st apartment from east at south , section at north	NOI SENT 2019/11/26	2019/12/22	
A22 1	2019/11/21 2019/11/26	B	583	13469323 6743305 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the bathroom located at apt a22, 1st story, 1st apartment from east at south , section at north	NOV SENT 2019/11/26	2020/01/14	

	C19 3	2019/11/21 2019/11/26	B	579	13469331 6743303 Original	§ 27-2026 adm code repair the leaky and/or defective faucets mixing valve at bathtub in the bathroom located at apt c19, 3rd story, 4th apartment from west at north , section at south	NOV SENT 2019/11/26	2020/01/14
	C19 3	2019/11/21 2019/11/26	B	501	13469332 6743303 Original	§ 27-2005 adm code properly repair the broken or defective counter balances at lower sash of south window at west wall in the 1st room from east at south located at apt c19, 3rd story, 4th apartment from west at north , section at south	NOV SENT 2019/11/26	2020/01/14
	C19 3	2019/11/21 2019/11/26	B	505	13469336 6743303 Original	§ 27-2005 adm code replace with new the broken or defective glass at lower sash of east window at north wall in the 3rd room from east located at apt c19, 3rd story, 4th apartment from west at north , section at south	NOV SENT 2019/11/26	2020/01/14
	C22 3	2019/11/13 2019/11/18	B	583	13450878 6734143 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak over ceiling in the bathroom located at apt c22, 3rd story, 1st apartment from east at south	NOV SENT 2019/11/18	2020/01/06
	C22 3	2019/11/13 2019/11/18	B	508	13452959 6734143 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the bathroom located at apt c22, 3rd story, 1st apartment from east at south	NOV SENT 2019/11/18	2020/01/06
	C22 3	2019/11/13 2019/11/15	B	508	13450859 6731375 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color all walls and ceiling in the bathroom located at apt c22, 3rd story, 1st apartment from east at south	NOV SENT 2019/11/15	2020/01/03
	C22 3	2019/11/13 2019/11/15	C	568	13450867 6731376 Original	hmc adm code: § 27- 2017.4 abate the infestation consisting of roaches in the entire apartment located at apt c22, 3rd story, 1st apartment from east at south	DEFECT LETTER 2021/12/23	2019/12/11 2019/12/05
	C22 3	2019/11/13 2019/11/15	C	569	13450869 6731376 Original	hmc adm code: § 27- 2017.4 abate the infestation consisting of mice in the entire apartment located at apt c22, 3rd story, 1st apartment from east at south	DEFECT LETTER 2021/12/23	2019/12/11 2019/12/05

	B14 2	2019/11/08 2019/11/13	B	742 *	13448752 6729013 Original	§ 27-2070 adm code provide an adequate supply of gas to the fixtures no gas to range stove shut off at valve behind stove cause unknown in the kitchen located at apt b14, 2nd story, 4th apartment from west at north	NOV SENT 2019/11/13	2020/01/01
	C22 3	2019/09/22 2019/09/24	C	568	13294110 6613869 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt c22, 3rd story, 1st apartment from north at east	NOI SENT 2019/09/24	2019/10/20
	C22 3	2019/09/22 2019/09/24	B	550	13294135 6613868 Original	§ 27-2017.3 hmc: trace and repair the source and abate the visible mold condition... at ceiling approx 12 sq.ft in the bathroom located at apt c22, 3rd story, 1st apartment from north at east	DEFECT LETTER 2020/01/27	2019/11/12 2020/01/03
	C22 3	2019/09/22 2019/09/24	C	569	13294210 6613869 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt c22, 3rd story, 1st apartment from north at east	NOI SENT 2019/09/24	2019/10/20
	D14 4	2019/08/31 2019/09/04	C	569	13258700 6593309 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt d14, 4th story, 4th apartment from west at north	NOI SENT 2019/09/04	2019/09/30
	D14 4	2019/08/31 2019/09/04	C	568	13258701 6593309 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt d14, 4th story, 4th apartment from west at north	NOI SENT 2019/09/04	2019/09/30
	E5 5	2019/08/14 2019/08/19	C	569	13228343 6576771 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt e5, 5th story, 5th apartment from east at south	CIV10 MAILED 2021/11/29	2019/09/14 2019/08/29
	C19 3	2019/07/22 2019/07/24	C	576 *	13185807 6550438 Original	§ 27-2024 adm code provide adequate supply of cold water for the fixtures toilet in the bathroom located at apt c19, 3rd story, 2nd apartment from west at north	NOV SENT 2019/07/24	2019/08/06
	B4 2	2019/07/16 2019/07/22	C	617	13183948 6547688 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead	NOV SENT 2019/07/22	2019/08/24

					content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) south wall in the 1st room from east located at apt b4, 2nd story, 1st apartment from south at west		
B4 2	2019/07/16 2019/07/18	B	579	13176788 6544412 Original	§ 27-2026 adm code repair the leaky and/or defective faucets at sink in the kitchen located at apt b4, 2nd story, 1st apartment from south at west	NOV SENT 2019/07/18	2019/09/05
B4 2	2019/07/16 2019/07/18	C	617	13178069 6544413 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) south wall, west wall in the 3rd room from east at south located at apt b4, 2nd story, 1st apartment from south at west	NOV SENT 2019/07/18	2019/08/20
1	2019/06/23 2019/06/27	A	484	13142427 6523936 Original	§ 329, m/d law and dept. rules and regs. provide a completed certificate of inspection visits in a proper frame at or near mailboxes, bottom edge of frame between 48-62 inches above floor -frame missing on wall- at public hall, 1st story	NOV SENT 2019/06/27	2019/10/14
D22 4	2019/06/18 2019/06/21	B	702	13132805 6517824 Original	§ 27-2045 adm code repair or replace the smoke detector defective in the entire apartment located at apt d22, 4th story, 1st apartment from east at south	NOV SENT 2019/06/21	2019/08/09
D22 4	2019/06/18 2019/06/21	B	1503	13132807 6517824 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). defective in the entire apartment located at apt d22, 4th story, 1st apartment from east at south	NOV SENT 2019/06/21	2019/08/09
D22 4	2019/06/18 2019/06/21	A	553	13132810 6517823 Original	§ 27-2011 adm code cleanse to the satisfaction of this department the ceramic tiles and grout surface of visible (mold) at north and east walls in the bathroom located at apt d22, 4th story, 1st apartment from east at south	NOV SENT 2019/06/21	2019/10/08
D22 4	2019/06/18 2019/06/21	B	510	13132815 6517824 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of key operated lock installed on entrance door at room with fire escape window in	NOV SENT 2019/06/21	2019/08/09

submitted into evidence a number of work orders for those violations: one “no answer on 10/13/21 ar 125 pm no number to contact the tenant [sic.]”; another work order saying dated October 20, 2021 that says, “the tenant was home but refuse to let is in me & the super on 10/20/21 at 10:50 am this is a headache tenant [sic.]” and “no answer on 10/19/21 at 11:35 am 2n time [sic.]; and another purported to be signed by a tenant on October 27, 2021 over the same pre-printed language expressing satisfaction and with a notation from someone named “Will” saying that he had completed or supervised the completion of the work on the same date.

HPD also submitted into evidence records of inspections made on December 22, 2021, showing that Respondents did not correct violation ##14697443 and 14697445. Respondents submitted into evidence work orders for those violations that tenants signed on January 4, 2022.

With regard to other violations from the Order To Correct, Respondent also submitted into evidence the following work orders:

- work orders with undated purported signatures from tenants for the following violations from the Order To Correct: ##13634278, 13634275, 13452959, 13643115, 13643116, 13643139, 13633261, 13634275, 13634290, 13634285, 13758406, 13758357, 13758343, 14079175, 14079179, 13691318, 13699761, 13699755, 13699744, 13624799, 13653209, 13450878, 14461298, 14461299, 14334598, 14368659, and 14368663;

- a work order for violation #14353795 with a purported signature from a tenant dated January 4, 2020, a work order for violation #14368681 with a purported signature from a tenant dated June 15, 2021, and a work order for violation #14354132 with a purported signature from a tenant dated January 4, 2022;

- work orders signed by Individual Respondent #1 regarding violation ##13730577, 13730449, 13730478, 13730508, 13730511, and 13696361;

- an unsigned and undated work order for violation ##14502439 and 14502440 that says “no answer on 9/14/21 AT 1:38 pm [sic.]”

- unsigned work orders regarding HPD violation ##13663583, 13663585, 13663586, 13663587, 13663591, 13469321, 13729376, 13729379, 13729385, 13729388, 13729395, 13744799, 13729409, 13729410, 13744884, 13744885, 13744886, 13744888, and 13744889.

As the movant for criminal contempt, HPD bears the burden of proving beyond a reasonable doubt, *inter alia*, that Respondents willfully disobeyed the Order To Correct. Savel, *supra*, 153 A.D.3d at 873, People v. Metropolitan, 231 A.D.2d 445 (1st Dept. 1996), Bayamon Steel Processors v. Platt, 191 A.D.2d 249 (1st Dept 1993), Willer v. Dachenhausen, 83 A.D.2d 924 (1st Dept. 1981). A knowing failure to comply with a court order gives rise to an inference of willfulness which may be rebutted with evidence of good cause for noncompliance. Matter of Figueroa-Rolon v. Torres, 121 A.D.3d 684 (2nd Dept. 2014), *leave to appeal dismissed*, 24 N.Y.3d 1096, 1097 (2015), Dalessio v. Kressler, 6 A.D.3d 57, 66 (2nd Dept. 2004). In addition to this proposition of law, HPD argues that various irregularities in HPD’s multiple dwelling registration pursuant to MDL §325 compel a finding that Respondents’ failure to obey the Order To Correct was willful.

The various work orders signed by tenants, particularly to the extent that they contradict HPD’s finding regarding violations, are probative that Respondents’ failure to obey the Order To Correct may have resulted from a state of mind occasioned by such signed work orders rather than by Respondents’ willfulness. To the extent that HPD challenges the reliability of the signed work orders, then, the Court would have to accept the proposition that Respondents would go through the trouble of obtaining the kind of software that generates work orders keyed to violations by the violation number directly and obtain or fabricate signatures of tenants. If this

was the only evidence that Respondents had, then argument that the record shows willful noncompliance beyond a reasonable doubt would be stronger. But the record also shows that HPD itself found that Respondents corrected 33 violations, including hazardous and immediately hazardous violations, from the Order To Correct. Respondents' photographic evidence also buttresses the record that Respondents engaged in work to correct violations. The emails in evidence showing efforts made to arrange access demonstrate that Respondents had to coordinate with social services agencies at the same time as coordinating with outside contractors. And with regard to one tenant in particular, there was unrebutted testimonial evidence of obstacles that the tenant interposed toward correcting violations. The totality of this evidence in fact gives rise a doubt that Respondents' failure to obey the Order To Correct was willful. Accordingly, the Court shall deny HPD's argument for criminal contempt.

Civil contempt does not require a showing of willfulness. El-Dehdan v. El-Dehdan, 26 N.Y.3d 19, 29 (2015), Bd. of Dirs. of Windsor Owners Corp. v. Platt, 148 A.D.3d 645, 646 (1st Dept.), *leave to appeal dismissed*, 30 N.Y.3d 986 (2017). Civil contempt requires a determination that a lawful order of the court, clearly expressing an unequivocal mandate, was in effect; a determination with reasonable certainty that the contemnor disobeyed that order; that the contemnor knew of the Court's order, and the disobedience defeats, impairs, impedes, or prejudices the rights or remedies of a party. El-Dehdan, *supra*, 26 N.Y.3d at 34-35, Bd. of Dirs. of Windsor Owners Corp., *supra*, 148 A.D.3d at 646. The Order To Correct was an unequivocal mandate, Respondents never challenged the proposition that they knew of the Order To Correct, and Respondents' failure to correct violations prejudices HPD as a matter of law. Allen v. 219 24th St. LLC, 72 Misc.3d 1223(A)(Civ. Ct. N.Y. Co. 2021), Dep't of Hous. Pres. & Dev. of City of N.Y. v. Living Waters Realty, Inc., 14 Misc.3d 484, (Civ. Ct. N.Y. Co. 2006), Allen v.

Rosenblatt, 5 Misc.3d 1032(A)(Civ. Ct. N.Y. Co. 2004). What remains of HPD's civil contempt case is to prove that Respondents did not comply with the Order To Correct.

As a matter of law, the extant violations prove that Respondents did not correct a substantial number of violations from the Order To Correct. MDL §325, N.Y.C. Admin. Code §27-2115(f)(7). Even though the absence of 33 of the violations from the subsequent violation summary report from the time of the Order To Correct compels the conclusion that HPD does not dispute that Respondents corrected some violations, Respondents still bear the burden of proving that they corrected the others. As noted above, Respondents submitted into evidence a number of work orders signed by tenants, some dated and some undated, many of which specifically refer to violations that the Order To Correct directed Respondents to correct. As noted above, those signatures were not authenticated and the extent to which the signatures purport to prove the truth of the proposition that Respondents corrected the violations, they constitute inadmissible hearsay. As the declarants of the signed work orders were tenants, they did not have a business duty to make entries for Respondents and so the signed work orders not admissible under the business records exception to the hearsay rule. In re Leon R.R., 48 N.Y.2d 117, 122-23 (1979), Matter of Martirano, 172 A.D.3d 1610, 1614 n.4 (3rd Dept. 2019), People v. Schlesinger Elec. Contractors, Inc., 143 A.D.3d 516, 518 (1st Dept. 2016), Hochhauser v. Elec. Ins. Co., 46 A.D.3d 174, 181 (2nd Dept. 2007). Accordingly, HPD has proven that Respondents did not correct all the violations from the Order To Correct and has therefore proven every element of civil contempt.

While Respondents asserted that the predominance of social services agencies in the Building subletting to clients presented them with obstacles to access to correct violations, eight of the violations still outstanding as of March 29, 2022 are in the common areas of the Building.

Moreover, apartments in the Building that had violations that Respondents appear to have corrected include Apt. E18, Apt. F3, Apt. B4, Apt. F2, and Apt. C1. Respondents had to have had access to the those apartments in order to correct violations there, yet violations remain in each of these apartments as of March 29, 2022. Accordingly, Respondents do not prove a defense to civil contempt for lack of access.

Judiciary Law § 773 provides for two types of awards: one where actual damage has resulted from the contemptuous act in which case an award sufficient to indemnify the aggrieved party is imposed, and one where the complainant's rights have been prejudiced but an actual loss or injury is incapable of being established, in which case, the fine is limited to \$250, plus the complainant's costs and expenses. Dunn v. Dunn, 78 A.D.3d 649, 650 (2nd Dept. 2010), Jamie v. Jamie, 19 A.D.3d 330 (1st Dept. 2005). When tenants, rather than a municipal agency, incurred actual damages, a statutory fine for each violation of the Housing Maintenance Code does not accord with the purposes of the statute. Dep't of Hous. Pres. & Dev. v. Deka Realty Corp., 208 A.D.2d 37, 43 (2nd Dept. 1995). Accordingly, the Court shall fine Respondents \$250.00 for contempt.

HPD also seeks incarceration for Respondents. The Court's power to punish a person for civil contempt is discretionary and the Court should exercise that discretion in light of the facts and circumstances in each particular case. In re Hildreth, 28 A.D.2d 290, 292 (1st Dept. 1967), Telephone Dynamics Corp. v. Morrisey, 2009 N.Y. Misc. LEXIS 4519 (S. Ct. N.Y. Co. 2009). In part for the reason stated above as to why the Court is not holding Respondents in criminal contempt and in part because of the substantial civil penalties award the Court enters into by this order, the Court shall exercise its authority to hold a request for imprisonment in abeyance. However, the Court shall calendar this proceeding for a conference to find out what plan that

Respondents have to effectuate a completion of the correction of the outstanding violations, in particular the hazardous and immediately hazardous violations.

Order To Correct

Subsequent to the Order To Correct, HPD inspectors found additional violations, which the Court reproduces here from the HPD website:

A25 1	2021/12/22 2021/12/27	C	510	14749054 7589827 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of hot water exceed 130 f degree at all hot water fixtures in the entire apartment located at apt a25, 1st story, 2nd apartment from west at north , section "south"	CIV14 MAILED 2021/12/30	2022/01/09 2021/12/29
B4 2	2021/12/22 2021/12/27	C	568	14749055 7589833 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt b4, 2nd story, 1st apartment from south at west , section "north"	CIV14 MAILED 2021/12/28	2022/01/27 2021/12/27
B4 2	2021/12/22 2021/12/27	C	790	14749056 7589832 Original	§ 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 = 2; wg to replace = 0; wg to repair = 0; in the entire apartment located at apt b4, 2nd story, 1st apartment from south at west , section "north"	CIV14 MAILED 2021/12/30	2022/01/27 2021/12/29
B4 2	2021/12/22 2021/12/27	C	510	14749057 7589828 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of hot water exceed 130 f degree at all hot water fixtures in the entire apartment located at apt b4, 2nd story, 1st apartment from south at west , section "north"	CIV14 MAILED 2021/12/30	2022/01/09 2021/12/29
B4 2	2021/12/22 2021/12/27	B	508	14749058 7589825 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 3rd room from east at north located at apt b4, 2nd story, 1st apartment from south at west , section "north"	CIV14 MAILED 2021/12/30	2022/02/14 2021/12/29
B4 2	2021/12/22 2021/12/27	B	508	14749059 7589825 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 3rd room from east at south located at apt b4, 2nd story, 1st apartment from south at west , section "north"	CIV14 MAILED 2022/01/11	2022/02/14 2022/01/10
C22 3	2021/12/22 2021/12/27	C	510	14749061 7589829 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of hot water exceed 130 f degree at all hot water fixtures in the entire apartment located at apt c22, 3rd story, 1st apartment from east at south , section "north"	CIV14 MAILED 2021/12/30	2022/01/09 2021/12/29
C22 3	2021/12/22 2021/12/27	C	510	14749062 7589829 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of key operated lock installed at	CIV14 MAILED 2021/12/30	2022/01/09 2021/12/29

					door leading to fire escape window in the 3rd room from north at east located at apt c22, 3rd story, 1st apartment from east at south , section "north"		
A3 1	2021/12/22 2021/12/27	C	510	14749073 7589830 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of hot water exceed 130 f degree at all hot water fixtures in the entire apartment located at apt a3, 1st story, 2nd apartment from south at west , section "south"	CIV14 MAILED 2021/12/30	2022/01/09 2021/12/29
B17 2	2021/12/22 2021/12/27	C	510	14749076 7589831 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of hot water exceed 130 f degree at all hot water fixtures in the entire apartment located at apt b17, 2nd story, 5th apartment from west at north , section "south"	CIV14 MAILED 2021/12/30	2022/01/09 2021/12/29
C1 3	2021/12/22 2021/12/27	B	702	14749078 7589826 Original	§ 27-2045 adm code repair or replace the smoke detector missing in the entire apartment located at apt c1, 3rd story, 2nd apartment from south at west , section "south"	CIV14 MAILED 2021/12/30	2022/02/14 2021/12/29
C1 3	2021/12/22 2021/12/27	B	1503	14749079 7589826 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). missing in the entire apartment located at apt c1, 3rd story, 2nd apartment from south at west , section "south"	CIV14 MAILED 2021/12/30	2022/02/14 2021/12/29
Yards / Courts	2021/12/21 2021/12/23	B	552	14741005 7587764 Original	§ 27-2010, 2011, 2012 adm code remove the accumulation of refuse and/or rubbish and maintain in a clean condition the east center court	NOV SENT 2021/12/23	2022/02/10
1	2021/12/21 2021/12/23	C	791	14741006 7587765 Original	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) throughout the public areas in accordance with the specifications of the new york city health code section 24 rcny chapter 12.	NOV CERT 2021/12/29	2022/01/23 2021/12/29
5	2021/12/21 2021/12/23	C	791	14741007 7587765 Original	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) throughout the public areas in accordance with the specifications of the new york city health code section 24 rcny chapter 12.	NOV CERT 2021/12/29	2022/01/23 2021/12/29
6	2021/12/21 2021/12/23	C	791	14741008 7587765 Original	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) throughout the public areas in accordance with the specifications of the new york city health code section 24 rcny chapter 12.	NOV CERT 2021/12/29	2022/01/23 2021/12/29
2	2021/12/21 2021/12/23	C	791	14741009 7587765 Original	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) throughout the public areas in accordance with the specifications of the new york city health code section 24 rcny chapter 12.	NOV CERT 2021/12/29	2022/01/23 2021/12/29
E5 5	2021/11/22 2021/12/21	A	556	14746152 7585293 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the south wall in the foyer located at apt e5, 5th story, 5th apartment from east at south , section "south"	NOV SENT 2021/12/21	2022/04/09

E5 5	2021/11/22 2021/12/21	A	556	14746153 7585293 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the south wall in the kitchen located at apt e5, 5th story, 5th apartment from east at south , section "south"	NOV SENT 2021/12/21	2022/04/09
E5 5	2021/11/22 2021/12/21	A	556	14746154 7585293 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the ceiling in the 4th room from north at west located at apt e5, 5th story, 5th apartment from east at south , section "south"	NOV SENT 2021/12/21	2022/04/09
E5 5	2021/11/22 2021/12/21	A	556	14746155 7585293 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the ceiling in the 1st room from north located at apt e5, 5th story, 5th apartment from east at south , section "south"	NOV SENT 2021/12/21	2022/04/09
25A 1	2021/12/08 2021/12/10	A	550	14712877 7573261 Original	§ 27-2017.3 hmc: trace and repair the source and abate the visible mold condition... approximately 2 square feet at north wall in the private hallway located at apt 25a, 1st story, 2nd apartment from west at north , section "south"	CIV14 MAILED 2021/12/27	2022/03/29 2021/12/20
25A 1	2021/12/08 2021/12/10	C	568	14712880 7573263 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of roaches in the entire apartment located at apt 25a, 1st story, 2nd apartment from west at north , section "south"	DEFECT LETTER 2021/12/23	2022/01/10 2021/12/21
25A 1	2021/12/08 2021/12/10	C	569	14712881 7573263 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt 25a, 1st story, 2nd apartment from west at north , section "south"	DEFECT LETTER 2021/12/23	2022/01/10 2021/12/21
A3 1	2021/12/02 2021/12/07	C	510	14715226 7569330 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of hot water exceed 130 f degree at all hot water fixtures in the entire apartment located at apt a3, 1st story, 2nd apartment from south at west , section "south"	CIV10 MAILED 2021/12/27	2021/12/20 2021/12/09
B4 2	2021/12/02 2021/12/07	C	510	14715295 7569332 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of hot water exceed 130 f degree at all hot water fixtures in the entire apartment located at apt b4, 2nd story, 1st apartment from south at west , section "north"	CIV10 MAILED 2021/12/27	2021/12/20 2021/12/09
B4 2	2021/12/02 2021/12/07	C	790	14715296 7569333 Original	§ 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 = 2; wg to replace = 0; wg to repair = 0; in the entire apartment located at apt b4, 2nd story, 1st apartment from south at west , section "north"	CIV14 MAILED 2022/01/07	2022/01/07 2022/01/06
B4 2	2021/12/02 2021/12/07	B	508	14715301 7569328 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 3rd room from east at north located at apt b4, 2nd story, 1st apartment from south at west , section "north"	CIV14 MAILED 2022/01/11	2022/01/25 2022/01/10

B4 2	2021/12/02 2021/12/07	B	508	14715304 7569328 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 3rd room from east at south located at apt b4, 2nd story, 1st apartment from south at west , section "north"	CIV14 MAILED 2022/01/11	2022/01/25 2022/01/10
B4 2	2021/12/02 2021/12/07	B	550	14715306 7569329 Original	§ 27-2017.3 hmc: trace and repair the source and abate the visible mold condition... at window header and window jamb 1pprox 10 sq.ft in the bathroom located at apt b4, 2nd story, 1st apartment from south at west , section "north"	NOI SENT 2021/12/07	2022/01/25
E18 5	2021/12/02 2021/12/06	C	501	14715309 7567747 Original	§ 27-2005 adm code properly repair the broken or defective counter balance at lower sash window(fire escape window) in the 1st room from north at east located at apt e18, 5th story, 6th apartment from west at north , section "north"	1 NO ACCESS 2021/12/23	2021/12/19 2021/12/10
F3 3	2021/11/22 2021/11/29	B	505	14697413 7559748 Original	§ 27-2005 adm code replace with new the broken or defective 1st closet door from north at east in the private hallway located at apt f3, 3rd story, 1st apartment from south at west , section "south"	1 NO ACCESS 2021/12/23	2022/01/17 2021/12/17
F3 3	2021/11/22 2021/11/29	B	508	14697414 7559748 Original	§ 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 f3, 3rd story, 1st apartment from south at west , section "south"	1 NO ACCESS 2021/12/23	2022/01/17 2021/12/17
F3 3	2021/11/22 2021/11/29	B	702	14697415 7559748 Original	§ 27-2045 adm code repair or replace the smoke detector defective in the entire apartment located at apt f3, 3rd story, 1st apartment from south at west , section "south"	1 NO ACCESS 2021/12/23	2022/01/17 2021/12/17
F3 3	2021/11/22 2021/11/29	B	1503	14697416 7559748 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). defective in the entire apartment located at apt f3, 3rd story, 1st apartment from south at west , section "south"	1 NO ACCESS 2021/12/23	2022/01/17 2021/12/17
F3 3	2021/11/22 2021/11/29	B	508	14697418 7559748 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling and all walls in the 2nd room from north located at apt f3, 3rd story, 1st apartment from south at west , section "south"	1 NO ACCESS 2021/12/23	2022/01/17 2021/12/17
F3 3	2021/11/22 2021/11/29	A	550	14697419 7559747 Original	§ 27-2017.3 hmc: trace and repair the source and abate the visible mold condition... at north wall approx. 3 sq.ft in the bathroom located at apt f3, 3rd story, 1st apartment from south at west , section "south"	1 NO ACCESS 2021/12/23	2022/03/18 2021/12/07
F3 3	2021/11/22 2021/11/29	A	556	14697420 7559746 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the north wall in the bathroom located at apt f3, 3rd story, 1st apartment from south at west , section "south"	1 NO ACCESS 2021/12/23	2022/03/18 2021/12/17

Fire Escape	2021/11/22 2021/11/29	A	561	14697424 7559746 Original	§ 27-2014 adm code and dept. rules and regulations. scrape and remove rust scales and paint with 2 coats of paint at all stories at north stack at building front at fire escape	NOV SENT 2021/11/29	2022/03/18
Fire Escape	2021/11/22 2021/11/29	A	561	14697425 7559746 Original	§ 27-2014 adm code and dept. rules and regulations. scrape and remove rust scales and paint with 2 coats of paint at all stories at south stack at building front at fire escape	NOV SENT 2021/11/29	2022/03/18
Fire Escape	2021/11/22 2021/11/29	A	561	14697426 7559746 Original	§ 27-2014 adm code and dept. rules and regulations. scrape and remove rust scales and paint with 2 coats of paint at all stories at center stack at building front at fire escape	NOV SENT 2021/11/29	2022/03/18
1	2021/11/22 2021/11/29	B	583	14697432 7559748 Original	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling at vestibule , 1st story	NOV CERT 2021/12/29	2022/01/17 2021/12/29
1	2021/11/22 2021/11/29	B	502	14697433 7559748 Original	§ 27-2005 adm code properly repair with similar material the broken or defective fire retardant material at ceiling at vestibule , 1st story	NOV CERT 2021/12/29	2022/01/17 2021/12/29
Roof	2021/11/22 2021/11/29	B	502	14697443 7559748 Original	§ 27-2005 adm code properly repair with similar material the broken or defective fire retardant material at ceiling and all walls at west bulkhead , section "north"	CIV10 MAILED 2021/12/27	2022/01/17 2021/11/30
Roof	2021/11/22 2021/11/29	A	556	14697445 7559746 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the ceiling and all walls at west bulkhead , section "north"	CIV10 MAILED 2021/12/27	2022/03/18 2021/11/30
E5 5	2021/11/22 2021/11/29	C	790	14697472 7559752 Original	§ 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 = 2; wg to replace = 0; wg to repair = 0; in the entire apartment located at apt e5, 5th story, 5th apartment from east at south , section "south"	1 NO ACCESS 2021/12/23	2021/12/30 2021/12/21
F2 6	2021/11/22 2021/11/29	C	569	14697494 7559753 Original	hmc adm code: § 27-2017.4 abate the infestation consisting of mice in the entire apartment located at apt f2, 6th story, 1st apartment from east at south , section "north"	1 NO ACCESS 2021/12/23	2021/12/30 2021/11/29
F2 6	2021/11/22 2021/11/29	B	502	14697496 7559749 Original	§ 27-2005 adm code properly repair with similar material the broken or defective ceramic tiles floor around of steam riser in the kitchen located at apt f2, 6th story, 1st apartment from east at south , section "north"	NOV SENT 2021/11/29	2022/01/17
F2 6	2021/11/22 2021/11/29	C	616	14705438 7559751 Original	§ 27-2056.6 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) north wall in the 2nd room from north located at apt f2, 6th story, 1st apartment from east at south , section "north"	POSTP DENIED 2021/12/07	2021/12/28

F2 6	2021/11/22 2021/11/29	C	616	14705439 7559751 Original	§ 27-2056.6 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 5th room from north at east located at apt f2, 6th story, 1st apartment from east at south , section "north"	POSTP DENIED 2021/12/07	2021/12/28
F2 6	2021/11/22 2021/11/29	C	616	14705440 7559751 Original	§ 27-2056.6 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 5th room from north at west located at apt f2, 6th story, 1st apartment from east at south , section "north"	POSTP DENIED 2021/12/07	2021/12/28
F2 6	2021/11/22 2021/11/29	C	616	14705441 7559751 Original	§ 27-2056.6 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 kitchen located at apt f2, 6th story, 1st apartment from east at south , section "north"	POSTP DENIED 2021/12/07	2021/12/28
F2 6	2021/11/22 2021/11/29	C	616	14705442 7559751 Original	§ 27-2056.6 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) north wall in the foyer located at apt f2, 6th story, 1st apartment from east at south , section "north"	POSTP DENIED 2021/12/07	2021/12/28

A dispute over whether the violations actually exist is a colorable defense to an order to correct. D'Agostino v. Forty-Three E. Equities Corp., 12 Misc.3d 486, 489-90 (Civ. Ct. N.Y. Co. 2006), *aff'd on other grounds*, 16 Misc.3d 59 (App. Term 1st Dept. 2007). Respondents submitted into evidence work orders, similar to the work orders submitted in defense of the contempt and civil penalties motions, concerning corrections of these new violations, including violation ##14715295, 14715309, 14697472, 14697420, 14697432 14697418, 14697413, 14697414, 14697415, 14697416, 14697418, 14697419, 14697443, 14697445, 14697420, 14697424, 14697425, 14697426, 14749058, 14749056, 14712877, 14749061, 14749062, 14749076, 14715265, 14715233, 14712885, 14741006, 14741007, 14741008, 14741009,

14712881, 14712880, 14749057, 14749058, and 14749059. Be that as it may, the work orders suffer from the same problems in this context as they do in defense of civil penalties or contempt: they are either hearsay statements of tenants who do not have a business duty to report anything, or they are arguably business records but of little probative value, often terse and often undated. They do not rebut the government records that are admissible as a matter of law. Accordingly, the Court will enter an order to correct with regard to these violations.

Accordingly, it is

ORDERED that the Court grants HPD's petition for civil penalties to the extent of awarding HPD a judgment in the amount of \$706,160.00, which may be enforced against block 1326, lot 1 in the borough of Brooklyn, and it is further

ORDERED that the Court denies HPD's motion to hold Respondents in criminal contempt, and it is further

ORDERED that the Court grants HPD's motion to hold Respondents in civil contempt, and it is further

ORDERED that the Court awards HPD a judgment against Respondents in the amount of \$250.00 for civil contempt, and it is further

ORDERED the Court grants HPD's motion to direct Respondent to correct the New Violations, as follows: "C" violations on or before May 24, 2022; "B" violations on or before June 21, 2022, and "A" violations on or before August 18, 2022, and it is further

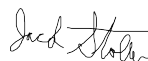
ORDERED that upon default in the order to correct that HPD may move for contempt and/or civil penalties, without prejudice to any defense that Respondents may have to such a motion, including but not limited to a defense that the violations have been corrected, and it is further

ORDERED that the Court will entertain a motion to extend the time to correct violations, but such a motion must be supported by a showing of good cause, and it is further

ORDERED that the Court holds so much of HPD's motion seeking imprisonment as a result of civil contempt in abeyance pending the Court's review of Respondents' plan to correct the outstanding violations, which the Court will review at a conference with counsel for the parties on June 8, 2022 at 11:30 a.m. in part Q, Room 405 of the Courthouse located at 141 Livingston Street, Brooklyn, New York, or virtually, whichever counsel prefers or, if counsel is engaged on that date, another date to be chosen with the Court and counsel over email.

This constitutes the decision and order of this Court.

Dated: May 19, 2022
Brooklyn, New York



HON. JACK STOLLER
J.H.C.

APPROVED
JSTOLLER , 5/19/2022, 5:20:07 PM