

<b>347 Lincoln Realty LLC v Doe</b>
2022 NY Slip Op 34453(U)
December 26, 2022
Civil Court of the City of New York, Kings County
Docket Number: Index No. 87333/15
Judge: Michael L. Weisberg
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CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF KINGS: HOUSING PART

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347 LINCOLN REALTY LLC,

Index No. 87333/15

Petitioner,

DECISION/ORDER

-against-

Mot. seq. no. 7

JOHN DOE, ET AL.,

Respondents.

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The following documents, Petitioner’s motion and accompanying affidavits and exhibits – 1; Respondent’s opposition, including affidavits and exhibits – 2; were read on this motion for entry of judgment.

The petition in this summary eviction proceeding alleges that Respondents occupy the subject apartment pursuant to a license that has expired or been revoked. Tonya Hickson appeared as Respondent “Jane Doe.” She and Petitioner settled the proceeding in December 2017 with an agreement wherein Petitioner recognized Hickson as the “lawful tenant of record.”

The agreement also provided that Petitioner would “conduct significant renovations to the subject premises in the form of “Individual Apartment Improvements” and other repairs.

Petitioner has moved for a final judgment of possession and a money judgment, alleging that “Respondent has repeatedly refused access to Petitioner and/or has frustrated Petitioner’s ability to do the renovation work because Respondent has maintained the premises in a manner requiring a deep cleaning by APS or others.”

As to the requested money judgment, the motion fails to allege in its motion any basis for that relief. As to the request for a final judgment of possession and warrant of eviction, the motion is denied for two reasons. First, nothing in the parties’ December 2017 agreement obligates Respondent to provide access to the apartment for the repairs. Second, even if it did, the agreement does not provide for entry of a judgment of possession upon Hickson’s failure to provide access. Instead, the agreement merely provides for the availability of “appropriate relief.”

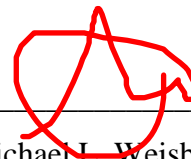
“The law requires strict construction of language in written instruments that could work a forfeiture” (*133 Plus 24 Sanford Ave. Realty Corp. v Ni*, 47 Misc 3d 55 [App Term, 2d Dept, 2d,

11th, & 13th Jud Dists 2015]). The remedy of “appropriate relief” does not entitled Petitioner to a judgment of possession and warrant of eviction (*see id.*; *see also Lafrance Leasing, L.P. v Shepherd*, 193 Misc 2d 665 [2d Dept 2002] [landlord was not entitled to judgment of possession and warrant of eviction where agreement provided only for “restoration” upon breach]).

Accordingly, it is ORDERED that the motion is denied.

This is the court’s decision and order.

Dated: December 26, 2022



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Michael L. Weisberg, JHC