

**Department of Hous. Preserv. & Dev. of the City of
N.Y. v 2647 Broadway Apts LLC**

2025 NY Slip Op 32717(U)

August 4, 2025

Civil Court of the City of New York, New York County

Docket Number: Index No. L&T 304358-25/NY

Judge: Alberto Gonzalez

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This opinion is uncorrected and not selected for official publication.

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

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

PETITIONER

L&T: 304358-25/NY

-against-

DECISION/ORDER

2647 BROADWAY APTS LLC,
BZS2 CAPITAL LLC d/b/a AULDER CAPITAL LLC,
JONAH BAMBERGER,
ZPM MANAGEMENT LLC,
ALUDER PROPERTY MANAGEMENT LLC,
ANABEL MORALES,

RESPONDENT

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Recitation of the papers considered in review of Movant’s Motion, as required by CPLR
2219(A). NYSCEF Seq #

PROCEDURAL HISTORY

The instant proceeding was initiated on February 27, 2025 ordering the correction of all open violations, entering a judgment for civil penalties against the Respondents, finding that Respondent has committed harassment, finding that a Class C hazardous violation exists in each dwelling unit. *See NYSCEF # 1-7.*

The petition was first made returnable on April 4, 2025.

On April 4, 2025, the parties, now both represented by counsel, stipulated to adjourn the instant proceeding to May 6, 2026 at 9:30am for Respondents to file an answer. *See NYSCEF # 10.* The answer was to be filed by April 29, 2025. *See NYSCEF # 10.*

On May 6, 2025, Respondent had not filed an answer and the court entered an order to correct for Respondents to correct one-hundred-fifty-seven (157) violations. *See NYSCEF # 12.*

The proceeding was then adjourned for the remainder of Petitioner's claims to June 9, 2025.

On June 9, 2025, Respondent again did not file an answer and the matter was adjourned to June 25, 2025 for Respondent to file an answer by June 19, 2025.

On June 25, 2025, Respondent filed an answer asserting three (3) defenses: 1) The conditions alleged in the violation report have been corrected. The violations only remain on record because the time to self certify has lapsed and HPD will not allow for a dismissal request, 2) The respondent has not harassed tenants. While the existence of violations of is proof of the allegation, it can be rebutted by evidence, 3) The Petitioner names several persons and/or or entities with no legal connection to the ownership. Those include BZS2 Capital LLC d/b/a Aulder Capital, ZPM Management LLC and Aulder Property Management LLC. *See NYSCEF # 15.*

Despite the filing of the answer past the court's deadline, the court accepted the answer, and adjourned it for trial. *See NYSCEF # 16.* The court's order states:

"The instant proceeding is adjourned to August 4, 2025 at 2:30pm; August 14, 2025 at 2:30pm; and August 15 at 9:30am in Part B, Room 583 for trial on Petitioner's civil penalties and harassment claims. The parties have been emailed exhibit and witness list forms and are directed to complete the forms, and file them on NYSCEF, by July 23, 2025. Further, the parties are to exchange the proposed exhibits by July 18, 2025, and make a good faith attempt to agreement upon exhibits that will be offered into evidence without objection. At the trial all exhibits shall be pre-marked with at least three (3) hard copies; for the witness, opposing counsel and the court." *See NYSCEF # 16.*

On July 23, 2025 DHPD filed a proposed witness and exhibit list. *See NYSCEF # 17.*

Thereafter, Petitioner filed a letter with the court, dated July 24, 2025, stating that the Respondents never complied with the court's June 25, 2025 order, uploaded or sent copies of Respondent's proposed exhibit list or witness list. As such, Petitioner requested the entry of a default judgment against Respondent.

On the August 4, 2025 hearing date Respondent's counsel acknowledged receiving Petitioner's exhibits and witness and exhibit list. Respondent also acknowledged that they had not sent exhibits or witness and exhibits list to the Petitioner as per the court's order, as they would not engage in pre-trial discovery. Respondents' counsel also failed to bring to court exhibits or witnesses.

DISCUSSION

Civil Court Act 110 (c), states:

Regardless of the relief originally sought by a party the court may recommend or employ any remedy, program, procedure or sanction authorized by law for the enforcement of housing standards, if it believes they will be more effective to accomplish compliance or to protect and promote the public interest; provided in the event any such proposed remedy, program or procedure entails the expenditure of monies appropriated by the city, other than for the utilization and deployment of personnel and services incidental thereto, the court shall give notice of such proposed remedy, program or procedure to the city department charged with the enforcement of local laws relating to housing maintenance and shall not employ such proposed remedy, program or procedure, as the case may be, if such department shall advise the court in writing within the time fixed by the court, which shall not be less than fifteen days after such notice has been given, of the reasons such order should not be issued, which advice shall become part of the record. The court may retain continuing jurisdiction of any action or proceeding relating to a building until all violations of law have been removed.

The authority and powers of the Housing Part of the Civil Court, pursuant to Civil Court Act 110 (c), have been deemed broad and extensive.

“[A]s this Court has previously observed, CCA 110 “grants the Civil Court broad powers in landlord-tenant proceedings” (*Missionary Sisters of Sacred Heart v. Meer*, 131 A.D.2d 393, 396, 517 N.Y.S.2d 504 [1987]). By authorizing the Housing Part to enforce local as well as

state laws, “including, but not limited to, the multiple dwelling law and the housing maintenance code, building code and health code” (CCA 110[a] [emphasis added]), the Legislature was granting broad authority in regard to the enforcement of “housing standards.” ” *Prometheus Realty Corp. vs. City of New York*, 80 A.D.3d 206, 911 N.Y.S.2d 299 (App. Div. 1st. Dep’t. 2010).

Harassment is prohibited by NYC Admin Code § 27-2005(d), and is defined as follows: “[e]xcept where otherwise provided, the term “harassment” shall mean any act or omission by or on behalf of an owner that (i) causes or is intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy, and (ii) includes one or more of the following acts or omissions, provided that there shall be a rebuttable presumption that such acts or omissions were intended to cause such person to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy, except that such presumption shall not apply to such acts or omissions with respect to a private dwelling, as defined in paragraph six of subdivision a of section 27-2004[.]” HMC § 27-2004 (a)(48).

“A tenant need not provide that the landlord intends to have them vacate the premises because the statute creates a “rebuttable presumption that such acts or omissions were intended to cause such person to vacate such dwelling unit or surrender or waive any rights in relation to such occupancy” *351-359 East 163rd Street Tenants Assoc vs. East 163 LLC*, 70 Misc.3d 1212(A), 137 N.Y.S.3d 679 (Table) (Civ. Ct. Bronx. Cty. 2021).

In the instant matter, Respondent has failed to comply with multiple court orders and directives. Respondents further fails to properly interpose a defense to harassment or civil

penalties, instead simply alleging that the violations have been corrected, they have not harassed the tenants, and named are several persons with no legal connection to ownership.

A review of the DHPD website however reflects one-hundred-forty-eight (148) violations for the subject premises, all of which are included in the Order To Correct. The information on the DHPD website is prima facie evidence of the violations continued existence. *See* MDL 328; *DHPD v Living Waters Realty, Inc.*, 14 Misc 3d 484, 487 (Civ Ct., NY Cty 2006); *DHPD v De Bona*, 101 A.D.2d 875, 875 [2nd Dep't 1984]; see also NYC Admin Code § 27-2115 [f][7]; *Hercules v. Bethel Cap., LLC*, 70 Misc. 3d 1221(A), (Civ. Ct., Bronx Cty 2021). The DHPD website reflects 2647 Broadway Apts LLC, Jonah Bamberger, and Anabel Morales as Property Owners of the subject premises, who are named Respondents in this proceeding. Respondent fails to rebut the information reflected on the DHPD website, which persuades the court that the violations have not been corrected. Moreover, Respondent neither in their answer or at the hearing rebuts that Respondent has not harassed Petitioner or provides specifics sufficient to prevent the entry of judgment against the Respondents. As such, the court will enter a judgment, pursuant to CPLR 409 (b) and Civil Court 110 (c), for \$2,124, 845.00 as against 2647 Broadway Apts LLC, Jonah Bamberger and Anabel Morales.

The Housing Part has jurisdiction to hear and adjudicate claims for civil penalties. NYC Admin Code 27-2115 (h) (i).

“Pursuant to HMC 27-2115 (a), party who violates the law regarding housing standards shall be subject to the assessment of civil penalties. (See NYC Adin Code 27-2115 [h] [1] a court that finds a violation of the Housing Maintenance Code exists “shall impose a penalty in accordance with subdivision (a) of this section”). Herein, the continued existence of violations is a prima facie evidence of the continued existence of the conditions underlying the violations.

(NYC Admin Code 27-2115 [f][7]).” See *DHPD vs. Highpoint Assocs. X LLC*, NY Misc. Lexis 1709 (Civ. Ct. NY. Cty. 2025).

The proceeding is however dismissed as against BZS2 Capital LLC d/b/a Alder Capital LLC, ZPM Management LLC, and Alder Property Management LLC.

CONCLUSION

ORDERED: that the civil fines and penalties total the sum of **\$2,124,845.00** which is to be paid by certified check, attorney’s check or money order payable to "DHPD" subject to the approval of the Comptroller of the City of New York and collection on or before September 4, **2025. THE ADDRESS OF THE SUBJECT PREMISES AND THE HP INDEX NUMBER SHOULD BE WRITTEN ON THE CHECK(S).** The payment is to be mailed to: DHPD, 100 Gold Street, 6th fl., New York, NY 10038, Attn: Matthew Chenoweth,

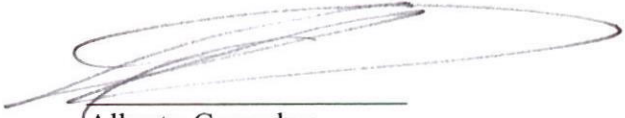
and it is further

ORDERED: that the Clerk of this Court enter judgment in favor of Department of Housing Preservation and Development (DHPD) jointly and severally against Respondents, 2647 Broadway Apts LLC, Jonah Bamberger, Anabel Morales the sum of **\$2,124,845.00** and that DHPD shall have execution therefore and shall have said judgment against, 2647 Broadway New York, New York 10025 and entered as a lien against, Block, 1872, Lot 0052.

and it further

ORDERED: the petition is dismissed as against BZS2 Capital LLC d/b/a Alder Capital LLC, ZPM Management LLC, Alder Property Management LLC.

SO ORDERED:



Alberto Gonzalez,
Housing Court Judge

August 4, 2025

ALBERTO GONZALEZ
JUDGE, HOUSING COURT