

**Acosta v 156-158 E. 102nd St. Corp.**

2025 NY Slip Op 32937(U)

July 30, 2025

Supreme Court, New York County

Docket Number: Index No. 452006/2025

Judge: Hasa A. Kingo

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This opinion is uncorrected and not selected for official publication.

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

**PRESENT: HON. HASA A. KINGO PART 05M**

*Justice*

-----X

EDWIN ACOSTA,

Plaintiff,

- v -

156-158 EAST 102ND STREET CORP., 156-158 EAST 102  
CORP., ATMI KURTISHI, NEW YORK CITY DEPARTMENT  
OF HOUSING PRESERVATION AND DEVELOPMENT

Defendant.

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INDEX NO. 452006/2025

MOTION DATE N/A

MOTION SEQ. NO. 001

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

were read on this motion for PREL INJUNCTION/TEMP REST ORDER.

Plaintiff moves by Order to Show Cause for:

1. A temporary restraining order and preliminary injunction compelling the New York City Department of Housing Preservation and Development (“HPD”) to extend the expiration date of Plaintiff’s Section 8 transfer voucher by 120 days following the conclusion of this proceeding;
2. A mandatory injunction directing Defendants 156-158 East 102nd Street Corp., 156-158 East 102 Corp., and Atmi Kurtishi (collectively, the “Defendant-Owners”) to complete and submit HPD’s Owner Package and all required documentation necessary to effectuate Plaintiff’s transfer of his Housing Choice Voucher; and
3. A permanent injunction enjoining Defendant-Owners from further source-of-income discrimination under the New York City and State Human Rights Laws, by refusing to complete the paperwork required for participation in HPD’s Section 8 program.

**BACKGROUND AND PROCEDURAL HISTORY**

Plaintiff is the rent-stabilized tenant of 158 East 102nd Street, Apt. 4D (the “Original Apartment”). On January 28, 2022, a fire rendered the Original Apartment uninhabitable and HPD issued a vacate order. Plaintiff obtained temporary housing and secured a Section 8 Housing Choice Voucher, which he used to lease 218 Bush Street, Apt. 8E (the “Relocation Apartment”).

Separately, Plaintiff joined other tenants in a Housing Part action in Civil Court seeking repair of the Original Apartment and removal of the vacate order. On June 5, 2024, HPD rescinded the vacate order, yet Defendant-Owners refused to restore Plaintiff to possession, forcing Plaintiff to file an illegal lockout petition to regain access.

On October 21, 2024, HPD approved Plaintiff's request to transfer his Section 8 voucher back to the Original Apartment, and Plaintiff timely mailed the HPD Owner Package to Defendant-Owners on December 12, 2024. Over the ensuing seven months, despite multiple mailings and electronic deliveries, Defendant-Owners refused to complete any of the required forms. On June 10, 2025, at a court appearance in the HP action, Defendant Kurtishi and his counsel explicitly declined to participate, affirmatively rejecting Plaintiff's voucher—actions constituting unlawful source-of-income discrimination.

### **SERVICE AND DEFAULT**

Defendant-Owners were properly served with prior orders and notices of all conferences. On June 23, 2025, the court entered an order directing:

- 156-158 East 102nd Street Corp., 156-158 East 102 Corp., and Atmi Kurtishi to retain counsel and file notices of appearance by July 3, 2025;
- No extensions of any deadlines;
- Defendant-Owners and HPD to submit responsive briefs by July 18, 2025; and
- A fully briefed, in-person merits hearing on July 30, 2025 at 9:30 AM in Part 5 (Room 320) at 80 Centre Street.

Despite service and explicit warning that failure to appear or comply would result in default, Defendant-Owners failed to appear or file any papers and are now in default and in direct violation of the Court's June 23, 2025 order. On July 30, 2025, HPD expressed that it was not filing opposition, and was working towards a settlement with Plaintiff. HPD further expressed that it would not be opposing the extension of Plaintiff's Section 8 transfer voucher pending its attempts to reach resolution with Plaintiff.

### **ARGUMENTS**

In support of the Order to Show Cause, Plaintiff contends (1) Defendant Owners' refusal to complete the Owner Package violates Local Law 10 of 2008's prohibition on source of income discrimination under NYC Admin. Code § 8 107(5)(a)(1) and Exec. Law § 296(2 a); (2) HPD's own Administrative Plan and 24 C.F.R. §§ 982.303, 982.302(c) authorize suspension or extension of voucher deadlines when a landlord's conduct impedes participation; and (3) absent relief, Plaintiff will irreparably lose either his Section 8 subsidy or his long term rent stabilized tenancy. He seeks a mandatory injunction to preserve the status quo of his decades long occupancy and subsidy.

Defendant Owners' are in default and have failed to oppose the application. Moreover, HPD has expressed that it is would not opposing the extension of Plaintiff's Section 8 transfer voucher pending its attempts to reach resolution with Plaintiff.

### **DISCUSSION**

#### **A. Standard for Preliminary and Mandatory Injunctive Relief**

To obtain a preliminary injunction, a movant must demonstrate (i) a likelihood of success on the merits; (ii) irreparable harm absent relief; and (iii) that the balance of equities favors the movant (*W.T. Grant Co. v. Srogi*, 52 NY2d 496, 517 [1981]). Mandatory injunctions, which compel affirmative conduct, require a higher showing of extraordinary circumstances and necessity to preserve the status quo.

### **B. Likelihood of Success on the Merits**

Local Law 10 (NYC Admin. Code § 8-107[5][a][1]) and Executive Law § 296(2-a) prohibit landlords from denying housing accommodations on the basis of lawful source of income, explicitly including Section 8 vouchers. Refusing to complete even a single form necessary for HPD to process a voucher is discrimination (*Rakhman v. Alco Realty I, L.P.*, 81 AD3d 424 [1st Dept 2011]). The Appellate Division, First Department, has confirmed that this protection applies to existing tenants newly approved for vouchers (*Tapia v. Successful Mgmt. Corp.*, 79 AD3d 422, 423 [1st Dept 2010]). Defendant-Owners' categorical refusal to complete the Owner Package thus constitutes unlawful discrimination, and demonstrates Plaintiff's likelihood of success on the merits.

### **C. Irreparable Harm**

Loss of a Section 8 subsidy—or forfeiture of a rent-stabilized tenancy—cannot be remedied by money damages and constitutes irreparable harm (*Wendling v. 136 E. 64th Street Assoc.*, 128 AD2d 419 [1st Dept 1987][injunction to prevent eviction from long-term cooperative tenancy]). Without relief, Plaintiff risks loss of his statutory housing subsidy or displacement from his decades-long home. Thus, Plaintiff has shown irreparable harm shall ensue if Plaintiff is denied the relief he seeks.

### **D. Balance of Equities**

The minimal burdens imposed on Defendant-Owners—completion of paperwork they are already obligated by law to submit—are far outweighed by Plaintiff's risk of irreparable harm. An injunction preserving the status quo until final determination aligns with equitable principles and furthers the remedial purpose of anti-discrimination statutes.

### **E. Scope of Mandatory Relief**

The mandatory relief here—compelling completion of HPD's Owner Package—addresses only preliminary steps necessary to effectuate HPD's processing of Plaintiff's voucher. It does not force execution of the final Housing Assistance Payment contract or acceptance of payments, which remain subject to final merits determination. This narrow scope is fully justified to prevent further delay caused by Defendant-Owners' unlawful refusal. Accordingly, it is hereby:

ORDERED that Defendant 156 158 East 102nd Street Corp., 156 158 East 102 Corp., and Atmi Kurtishi ("Defendant Owners") are in default; and it is further

ORDERED that HPD shall continue to suspend and extend the expiration date of Plaintiff's Section 8 transfer voucher pending its attempts at resolution with Plaintiff, consistent with HPD's Administrative Plan §§ 2.1.1 and 14.1.3 and 24 C.F.R. § 982.303(b)(1); and it is further

ORDERED that Defendant 156-158 East 102nd Street Corp., 156-158 East 102 Corp., and Atmi Kurtishi ("Defendant Owners") shall, within ten (10) days of service of this order, fully complete and submit to HPD the Owner Package and all related documentation required to process Plaintiff's transfer of his Housing Choice Voucher; and it is further

ORDERED that Defendant 156 158 East 102nd Street Corp., 156 158 East 102 Corp., and Atmi Kurtishi ("Defendant Owners") are prohibited from further source-of-income discrimination under Local Law 10 (NYC Admin. Code § 8-107[5]) and Executive Law § 296(2-a) by refusing to participate in HPD's Section 8 voucher process; and it is further

ORDERED that this court shall retain jurisdiction to enforce this order and to adjudicate any disputes concerning compliance herewith; and it is further

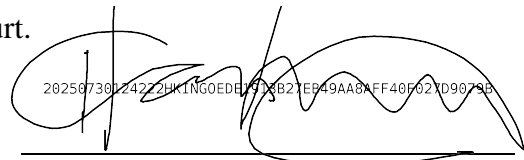
ORDERED that the court's oral findings and directives spread on the record on July 30, 2025 are incorporated by reference and shall be made an official part of this court's written decision and order; and it is further

ORDERED that Plaintiff shall serve a copy of this court's written decision and order as well as the transcript of the July 30, 2025 court appearance on Defendant 156 158 East 102nd Street Corp., 156 158 East 102 Corp., and Atmi Kurtishi ("Defendant Owners") with notice of entry and shall e-file an affidavit of service confirming that Defendant 156 158 East 102nd Street Corp., 156 158 East 102 Corp., and Atmi Kurtishi ("Defendant Owners") were served; and it is further

ORDERED that a transcript of the July 30, 2025, court appearance shall be procured on an expedited basis and submitted to the court at [SFC-Part5@nycourts.gov](mailto:SFC-Part5@nycourts.gov) immediately upon receipt; and it is further

ORDRED that the parties shall appear for another in-person conference before the court on August 20, 2025, at 10:00 AM in Room 320 (Part 5) of the courthouse located at 80 Centre Street, New York, NY.

This constitutes the decision and order of the court.

  
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HASA A. KINGO, J.S.C.

7/30/2025  
DATE

CHECK ONE:

<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION
<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	GRANTED IN PART
<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT
<input type="checkbox"/>		<input type="checkbox"/>	REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: