

545 W. Corp. v Williams

2025 NY Slip Op 33411(U)

September 10, 2025

Supreme Court, New York County

Docket Number: Index No. 160970/2025

Judge: Hasa A. Kingo

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

This opinion is uncorrected and not selected for official publication.

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

PRESENT: HON. HASA A. KINGO PART 05M

Justice

-----X

545 WEST CORP.,

Plaintiff,

- v -

JUDY WILLIAMS, 545 WEST COMPANY, THE NEW YORK
CITY HUMAN RESOURCES ADMINISTRATION ADULT
PROTECTIVE SERVICES

Defendant.

-----X

INDEX NO. 160970/2025

MOTION DATE 09/08/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 4, 22, 28, 29, 31 were read on this motion for INJUNCTION/RESTRAINING ORDER.

The court has before it Plaintiff’s application for injunctive relief, together with the memoranda, affidavits, and reports submitted by the parties, the Guardian ad Litem, and APS, as well as the proceedings held on the record on September 8, 2025 (the substance of which is incorporated herein by reference). For the reasons set forth below, the court grants relief in part, denies relief in part, and enters the following decision and order.

BACKGROUND AND PROCEDURAL HISTORY

Plaintiff petitions this court for injunctive relief to halt the recurring incidents of flooding emanating from Apartment 10D, located at 545 West 111th Street in the City and County of New York (the “Unit”), and presently occupied by Defendant Judy Williams (“Ms. Williams”). In its moving papers, Plaintiff requested authority to terminate or disable the Unit’s water supply, citing repeated flooding events causing damage to the premises and neighboring apartments. In response, the court inquired about alternative protective measures that could be put in place to prevent future incidents, including possible installation of mechanical shutoff devices or other structural modifications.

At an initial conference, the court carefully considered Plaintiff’s request to disable Ms. Williams’ water service. The court unequivocally denied that request, recognizing that depriving Ms. Williams of running water would, as a matter of both law and conscience, be tantamount to constructive eviction and wholly inconsistent with her rights as a tenant. The court reiterates and extends that determination here.

To turn off the water to Ms. Williams’ home — a woman of advanced age, with visual impairment, physical limitations, and no one else residing in her Unit — would not merely inconvenience her. It would effectively render her apartment uninhabitable and deprive her of the

most basic incidents of tenancy: the ability to bathe, clean, and maintain dignity in her own residence. Such a course would be unconscionable.

The law of this State does not countenance such a result (*see Matter of Bobst*, 165 Misc 2d 776 [Sup. Ct. N.Y. County 1995][underscoring the State’s strong public policy in protecting the rights of vulnerable individuals]; *Wurster v. Armfield*, 175 NY 256 [1903][holding that wards of the court are entitled to judicial protection]). Where less restrictive alternatives exist, a court is bound to pursue them.

In August and September 2025, the Guardian ad Litem submitted detailed interim reports, including the assessment of Adriatic Plumbing, which concluded that the most reliable means of addressing overflow is structural modification of Ms. Williams’ bathing facility. Those reports, together with submissions from APS, confirm that a permanent, humane, and least restrictive solution is available.

ARGUMENTS

Plaintiff contends that repeated flooding constitutes an ongoing nuisance and health hazard, causing irreparable harm to property and neighboring residents. Plaintiff argues that without court-ordered intervention, such harm will continue.

Defendant 545 West Company (“545 West Company”), as proprietary lessee, acknowledges its responsibility to maintain infrastructure but raises concerns about costs and scope.

APS asserts that it is actively engaged with Ms. Williams but emphasizes that decisions regarding service provision fall within its statutory discretion, which this court cannot compel. APS cites *Klostermann v. Cuomo*, 61 NY2d 525 (1984), and related cases, which preclude courts from directing agencies to provide specific services.

The Guardian ad Litem, and Mental Health Legal Services, recommend a pragmatic solution that balances safety and compassion. They urge the court to adopt the plumbing modifications and accommodations identified in his reports: the installation of a shower with lever-style handles, grab bars, and a shower chair, which would prevent overflows while preserving Ms. Williams’ dignity and tenancy.

DISCUSSION

I. Turning Off Water Is Not a Viable Remedy

The court once again rejects Plaintiff’s request to disable Ms. Williams’ water service. To do so would constitute constructive eviction, depriving her of the essential services required to render her apartment habitable (*see Park West Mgmt. Corp. v. Mitchell*, 47 NY2d 316 [1979] [recognizing constructive eviction where a tenant is deprived of essential services]). Such an order would offend both equity and fundamental fairness. Courts are duty-bound to fashion relief that is “measured and appropriate to the harm” (*Melvin v. Union Coll.*, 195 AD2d 447 [2d Dept 1993]).

Disabling water, however, would not be measured relief; it would be drastic, disproportionate, and wholly unnecessary in light of the availability of less restrictive alternatives.

In New York, injunctive relief is an extraordinary remedy reserved for circumstances where a movant establishes three essential elements: a likelihood of success on the merits, irreparable harm absent judicial intervention, and a balance of equities tipping in favor of the requested relief. CPLR § 6301 codifies this standard, which our courts have applied with consistency. A Temporary Restraining Order may issue under CPLR § 6313 where imminent injury threatens and cannot await the ordinary adversarial process. These principles, articulated in decisions such as *Melvin v. Union Coll.*, 195 AD2d at 448, and *Conlon v. Concord Pools*, 170 AD2d 754, 755 [3d Dept 1991], guide the court in shaping equitable remedies proportionate to the harm presented.

Here, Plaintiff has made a prima facie showing that repeated flooding from Ms. Williams' apartment has caused substantial damage and poses an ongoing danger to neighboring residents. The record establishes that 545 West Company, as proprietary lessee, had notice of these recurring incidents yet failed to implement a permanent solution. Injunctive relief is appropriate where a party's conduct or omission creates a foreseeable and continuing nuisance. Moreover, each flooding event threatens health and safety in ways not adequately compensable through damages alone, thereby meeting the standard for irreparable harm (*see Goodfarb v. Freedman*, 76 AD2d 565, 568 [2d Dept 1980]).

The equities, too, weigh heavily in favor of tailored intervention. The court is compelled to craft a remedy that meaningfully abates the flooding risk without unnecessarily impairing Ms. Williams' rights as an elderly and disabled tenant. The Guardian ad Litem's reports confirm that a modest renovation—converting the bathtub to an accessible shower outfitted with appropriate safety features—constitutes a more humane and practical solution than terminating water service, which this court has already determined would amount to constructive eviction. Equity therefore demands the least restrictive course: a targeted, structural remedy that both protects the property and ensures Ms. Williams' dignity and continued quiet enjoyment of her home.

II. The Least Restrictive Option

As indicated, the record supports that the installation of a shower with accessibility features—including lever-style handles, grab bars, anti-scald protection, and a secure shower chair—represents the least restrictive and most effective remedy. This approach directly addresses the flooding risk while preserving Ms. Williams' quiet enjoyment and dignity.

As the Court of Appeals has recognized, equity requires a careful balancing of the hardships, *Doe v. Axelrod*, 73 NY2d 748 (1988). The balance here favors a remedy that both protects the building and safeguards Ms. Williams.

III. APS's Role

The court acknowledges APS's arguments regarding statutory discretion and does not direct APS to adopt a specific service plan. However, given the gravity of the risks presented, APS

must continue to update the court on its ongoing efforts to secure home care services for Ms. Williams. The Guardian ad Litem shall keep the court apprised of APS's progress.

Accordingly, it is hereby

ORDERED that Plaintiff's application to disable or terminate Defendant Judy Williams' water service is denied; and it is further

ORDERED that Defendant 545 West Company shall, at its sole cost and expense, commence the installation of a code-compliant, accessible shower in Ms. Williams' apartment no later than September 17, 2025, and shall complete the work as expeditiously as practicable, and in no event later than 2–3 business days once commenced; and it is further

ORDERED that if the work cannot be practically completed within that period due to unforeseen complications, 545 West Company shall make best efforts to minimize the period of disruption and shall promptly notify the court, counsel, the Guardian ad Litem, and APS in writing giving a specific explanation and new projected completion date; and it is further

ORDERED that the installation shall, at a minimum, include the following features (subject to applicable code requirements):

- a safe shower pan/cradle or unit installed and waterproofed to industry standards;
- a hand-held showerhead with adjustable hose and sliding bar and/or fixed wand;
- a thermostatic anti-scald valve or equivalent device to prevent sudden temperature changes;
- lever-style fixtures and handles that are operable with limited hand strength/mobility;
- secure grab bars in appropriate locations installed to building code and manufacturer specifications;
- a commercially rated shower chair (non-porous, anti-slip) provided and secured in the Unit for Ms. Williams' use, with manufacturer-recommended installation or anchoring as appropriate for the model chosen;
- slip-resistant flooring within the shower area and appropriate drainage;
- if the installation requires partial removal of the tub surround or access to plumbing behind walls, an access panel shall be installed or, if walls are opened, they shall be promptly closed and finished in a workmanlike manner as soon as the plumbing work allows;
- all work shall be performed in a manner that preserves the structural integrity and water tightness of the Unit and does not create hazards to occupants of neighboring units.

; and it is further

ORDERED that all work shall comply with New York City building code and be performed by licensed professionals; and it is further

ORDERED that during installation, Ms. Williams shall be temporarily relocated, at 545 West Company's expense, to a vacant unit within the building (or a comparable alternative controlled by 545 West Company); and it is further

ORDERED that relocation shall include reasonable moving assistance, basic utilities in the temporary unit, and measures to ensure Ms. Williams' medications and essential personal effects are safely available to her; and it is further

ORDERED that prior to relocation, 545 West Company shall provide the guardian ad litem and counsel for the parties with the details of the temporary unit and a plan for moving assistance and for return to the Unit when work is completed; and it is further

ORDERED that the work shall be commenced by a licensed plumbing/contractor experienced in residential accessible bathing installations and shall be performed in compliance with all applicable New York City building codes and permitting requirements; and it is further

ORDERED that 545 West shall provide the court and counsel with written notice confirming the date work commences no later than 24 hours after commencement and shall provide a second written notice confirming completion within 24 hours of completion. Notices shall be filed by email to SFC-Part5@nycourts.gov and served on counsel for Plaintiff, counsel for APS, and the Guardian ad Litem; and it is further

ORDERED that if 545 West Company fails to commence the work by September 17, 2025 without good cause shown and without prior agreement with the court, the court will consider further relief, including imposition of sanctions and/or appointment of a construction monitor or receiver to complete the work at 545 West Company's expense; and it is further

ORDERED that APS shall continue to evaluate Ms. Williams' needs and the Guardian ad Litem shall monitor and report on APS's progress to the court with a written status update by September 19, 2025; and it is further

ORDERED that said report shall specifically address APS' efforts to secure home care services for Ms. Williams; and it is further

ORDERED that all parties, APS, and the Guardian ad Litem shall appear for a compliance conference before this court on September 22, 2025, at 10:30 a.m., prepared to report on the progress of installation, relocation, and services.

This court reiterates that the law requires not only prevention of harm but also compassion in its remedies. The solution fashioned here preserves Ms. Williams' tenancy, addresses the flooding risk, and ensures her dignity. To turn off her water would be to evict her in all but name — a result equity cannot sanction. By contrast, the ordered installation of an accessible shower provides a balanced, humane, and legally sound resolution.

This constitutes the decision and order of the court.

20250910 22908HKTNGO0B247D8663BF455AB8A6034E5367FA3F

HASA A. KINGO, J.S.C.

9/10/2025

DATE

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE