

<b>Board of Mgrs. of Liberty House Condominium v Lau</b>
2025 NY Slip Op 34871(U)
December 16, 2025
Supreme Court, New York County
Docket Number: Index No. 159173/2024
Judge: Lyle E. Frank
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**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT:** HON. LYLE E. FRANK **PART** **11M**

*Justice*

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THE BOARD OF MANAGERS OF LIBERTY HOUSE  
CONDOMINIUM,

Plaintiff,

**INDEX NO.** 159173/2024

**MOTION DATE** 10/07/2025

**MOTION SEQ. NO.** 003

- v -

MELINDA C. LAU AND LEON L. LAU, AS TRUSTEES, OR  
THEIR SUCCESSOR IN TRUST, UNDER THE MELINDA C.  
LAU REVOCABLE TRUST, DATED SEPTEMBER 18, 1998,  
ALBERT LAU

Defendant.

**DECISION + ORDER ON  
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 003) 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72

were read on this motion to/for JUDGMENT - DEFAULT.

Upon the foregoing documents, the motion is granted in part, and the cross-motion is granted.

**Background**

This motion arises out of an alleged hoarding situation in an apartment unit owned by defendant The Melinda C. Lau Revocable Trust (the “Trust”), with Melinda C. Lau and Leon L. Lau as the trustees for the Trust. The unit in question was occupied by defendant Albert Lau (“Appearing Defendant”) and is in a building owned and managed by the Plaintiff. This action was commenced by the filing of a summons and verified complaint in October of 2024. Plaintiff is seeking a declaratory judgment, injunctive relief, and an award of attorneys’ fees and costs. An order to show cause was filed alongside the complaint, seeking a preliminary injunction enabling Plaintiff to enter the unit and cure the conditions. This was granted on October 21, 2024.

Starting from November of 2024, counsel for the Appearing Defendant was in communication with counsel for Plaintiff regarding the unit conditions. The Appearing Defendant is undergoing mental health issues that impacted his ability to respond to Plaintiff's concerns. In April of 2025, the Appearing Defendant made a first official appearance by filing an order to show cause contesting the work being done on the unit, which was shortly thereafter withdrawn. To date, the Trust has failed to answer or appear in this action.

### Discussion

In the present motion, Plaintiff seeks a default judgment against all defendants. The Appearing Defendant has opposed the motion, and cross-moves for leave to file a late answer. Plaintiff opposes the cross-motion. As an initial matter, Plaintiff has established a prima facie case of liability as against the non-appearing Trust defendants, and therefore the motion is properly granted as to them. A party seeking default judgment must provide proof of service and the facts constituting the claim. *Bigio v. Gooding*, 213 A.D.3d 480, 481 [1st Dept. 2023]. All that is needed for facts constituting the claim is "proof sufficient to enable a court to determine that a viable cause of action exists." *Id.* Here, the verified complaint along with other proof such as the bylaws for the building suffice to establish entitlement to default judgment against the non-appearing unit owner, the Trust.

Turning to the matter of the Appearing Defendant, he argues that he has a reasonable excuse as well as a meritorious defense. The default judgment motion should be denied as against the Appearing Defendant and the cross-motion to interpose a late answer should be granted for several reasons. First, under CPLR § 3012(d), a court may extend the time to answer "upon a showing of reasonable excuse for delay or default." Here, there has been a sufficient showing of a reasonable excuse for the default. While Plaintiff argues that the Appearing

Defendant has not shown a meritorious defense, this is not a requirement for § 3012(d) relief when a default judgment has not yet been issued. *See, e.g., Interboro Ins. Co. v. Perez*, 112 A.D.3d 483, 483 [1st Dept. 2013].

Furthermore, even if a meritorious defense was required here, the Appearing Defendant has made an adequate showing. In the proposed answer, the Appearing Defendant denies breaching any contract. According to section 9.4 of the bylaws provided by Plaintiff, Plaintiff would be entitled to collect costs and expenses from the “Unit Owner” related to a breach. Plaintiff has not provided any support for their claim that they would be entitled to recover costs from a party who is indisputably not the unit owner. For that same reason, Plaintiff has failed to establish the facts constituting their claim for fees and costs as against the Appearing Defendant. Accordingly, it is hereby

ADJUDGED that the motion is granted in part as to default judgment on liability against defendants Melinda C. Lau and Leon L. Lau as trustees, or their successors in trust, under the Melinda C. Lau Revocable Trust, Dated September 18, 1998 (the “Trustees”); and it is further

ORDERED that an assessment as to damages against the Trustees shall be made at the time of trial or other disposition of this action; and it is further

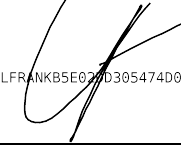
ORDERED, ADJUDGED, and DECLARED that defendants the Trustees are hereby enjoined from interfering with, obstructing, or in any way restricting Plaintiff, its agents, employees, and authorized representatives, from accessing the subject apartment to allow Plaintiff to inspect the apartment, cure the hoarding conditions, clean the apartment, and perform all necessary repairs; and it is further

ADJUDGED that the cross-motion is granted; and it is further

ORDERED that defendant Albert Lau is hereby granted leave to interpose a late answer and the proposed answer attached to the cross-motion is deemed timely served *nunc pro tunc*.

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12/16/2025  
DATE

  
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LYLE E. FRANK, J.S.C.

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