

**C&A Seneca Constr. LLC v Gidich & Sepulveda
Architecture LLC**

2025 NY Slip Op 34940(U)

December 18, 2025

Supreme Court, New York County

Docket Number: Index No. 650401/2024

Judge: Arlene P. Bluth

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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. ARLENE P. BLUTH PART 14

Justice

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C&A SENECA CONSTRUCTION LLC

Plaintiff,

- v -

GIDICH & SEPULVEDA ARCHITECTURE LLC,

Defendant.

-----X

INDEX NO. 650401/2024

MOTION DATE N/A

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50

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

Plaintiff's motion for summary judgment is denied.

Background

Plaintiff is a tenant in a building located in Manhattan and claims that it entered into an oral agreement in which defendant (an architectural firm) subleased various spaces in the premises originally rented by plaintiff. It alleges that defendant initially agreed to pay \$2,000 per month for two workstations and a \$150 late fee should defendant fail to pay the monthly fee by the tenth day of the month. Plaintiff contends that defendant paid rent from May 2018 through April 2019, although the September 2018 payment was late and defendant did not pay the late fee.

Plaintiff complains that defendant did not pay the May 2019 rent or the printing costs it incurred despite plaintiff sending over an invoice for this month. It alleges that in June 2019, plaintiff orally agreed with defendant to sublease a bigger space in the premises for \$8,000 per month. Plaintiff maintains that defendant failed to pay rent from July 2020 through February

2021 before surrendering the premises in February 2021. It insists that the parties then agreed, orally, in March 2021 for defendant to lease another portion of the space for \$4,500 per month, but that defendant stopped paying in May 2021 and continued to occupy this space until October 2021.

Plaintiff now moves for summary judgment and seeks the \$85,637.20 it claims is due for the unpaid rent and printing costs. It seeks this recovery under theories of breach of contract and account stated as well as under quasi contract claims. Plaintiff insists that defendant has never disputed the existence of the parties' agreement. It argues that defendant's counterclaims, which relate to architectural services defendant provided to plaintiff, are without merit because that supposed agreement was never finalized. Plaintiff emphasizes that defendant never billed plaintiff for any of this work or provided any detailed documentation describing the services it provided. It claims that defendant provided this work gratuitously in the hopes of getting future business.

In opposition, defendant claims that the entire arrangement with plaintiff was oral, including oral agreements that the rent would be forgiven if defendant did architectural work for plaintiff. One of defendant's principals submits an affirmation in which he claims that the firm was struggling due the pandemic and so plaintiff and defendant entered into a handshake deal to ignore the outstanding rent. The principal, Mr. Sepulveda, points to a document (exhibit 2 to his affirmation) which lists all of the projects his firm worked on for plaintiff. He claims the total, more than \$110,000, exceeds the amount plaintiff is seeking and therefore plaintiff's motion should be denied.

Discussion

The Court denies the motion as this record is an obvious example of a “he said, he said” case. The entire arrangement, on both sides, was a verbal agreement. Plaintiff says that defendant orally agreed to pay certain rent while defendant claims plaintiff orally agreed to accept professional services from defendant in lieu of rent. To be sure, there are some documents evidencing these agreements (the invoices from plaintiff and the project list from defendant). But the exact nature and the terms of those pacts were verbal and in dispute. That compels the Court to deny the instant motion.

Even the undisputed facts from plaintiff suggest that summary judgment is inappropriate. Plaintiff admits that in each of the three spaces that defendant occupied, defendant failed to make certain payments. A glaring question is why plaintiff then continued to rent space to a party that repeatedly failed to make payments—Mr. Sepulveda’s contention that he was told not to worry about the rent and instead to provide professional work is a logical explanation. The Court makes no finding that is what happened; rather, it raises a material issue of fact to describe the exact nature of the relationship which, as stressed above, was entirely oral.

And, finally, plaintiff simply did not adequately address defendant’s counterclaims concerning the professional work. Plaintiff insists that it was gratuitous and that it was in the hopes of getting future business. The Court is unable to find as a matter of law that defendant allegedly provided more than \$110,000 worth of services to plaintiff “on spec” while it was admittedly struggling to pay plaintiff rent.

It may be that a fact finder agrees with plaintiff’s version that defendant simply didn’t pay what it owed and that these professional services were part of an effort to generate future business. But the Court cannot reach that conclusion based on this record.

Summary

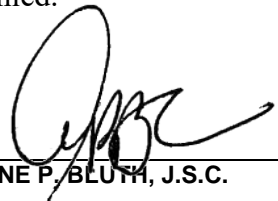
This is not the typical unpaid rent case where there is a written lease that specifically prohibits oral agreements—those cases are often straightforward and eliminate the types of arguments raised by defendant here. Tenants are usually not successful when they claim the landlord made oral representations because a Court almost always follows the written agreement, which often contains a merger clause that eliminates consideration of verbal terms.

Here, the owners of plaintiff and defendant had the type of business relationship built on a handshake. While that may be preferable if the parties stay on good terms, it makes it challenging if one side (or both) brings a lawsuit. The evidence presented here makes it impossible to determine, as a matter of law, that plaintiff is entitled to recover the unpaid rent and that defendant’s counterclaims are wholly without merit. In other words, defendant might be able to show that some or all of its rent was forgiven and, possibly, that it is entitled to recover some amount from plaintiff. A trial is necessary to determine who and how much to believe.

Accordingly, it is hereby

ORDERED that plaintiff’s motion for summary judgment is denied.

12/18/2025
DATE


ARLENE P. BLUTH, J.S.C.

CHECK ONE:

CASE DISPOSED
GRANTED DENIED
SETTLE ORDER
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION
GRANTED IN PART
SUBMIT ORDER
FIDUCIARY APPOINTMENT

OTHER
 REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: