

**NSA 2015 Owner LLC v Moore**

2026 NY Slip Op 30121(U)

January 14, 2026

Civil Court of the City of New York, Bronx County

Docket Number: Index No. LT-349407-23/BX

Judge: Rina Gurung

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This opinion is uncorrected and not selected for official publication.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART K

-----X  
NSA 2015 OWNER LLC,

Index No. LT-349407-23/BX

Petitioner-Landlord,

**DECISION/ORDER**

-against-

Seq. No. 3

WILLIE MOORE,

Respondent-Tenant,

“JOHN DOE,” and “JANE DOE,”

Respondents-Undertenants.

-----X  
Present: Hon. Rina Gurung  
Judge, Housing Court

Recitation, as required by CPLR §2219(a), of the papers considered in the review of this motion:

<b>Papers</b>	<b>Numbers<sup>1</sup></b>
Petitioner’s Notice of Motion, Affirmations, and Exhibits.....	<u>27-31</u>
Respondent’s Opposition and Exhibits .....	<u>33-37, 39</u>
Stipulation “Receipt” .....	<u>40</u>
Court File.....	<u>Passim</u>

Upon the foregoing cited papers, the Decision and Order on this motion is as follows:

This is a nonpayment of rent summary eviction proceeding brought by Petitioner NSA 2015 Owner LLC (“Petitioner”) against Respondents Willie Moore (“Mr. Moore”), John Doe, and Jane Doe. Before this Court is Petitioner’s Motion to restore this proceeding to the calendar for entry of a final judgment of money and possession against Mr. Moore, along with issuance of a warrant of eviction, based on an alleged breach of a settlement stipulation between Petitioner and Mr. Moore (jointly the “Parties”). Mr. Moore opposes alleging that Petitioner improperly seeks a

<sup>1</sup> NYSCEF Document Number.

possessory judgment against him for Private Housing Finance Law (“PHFL”) § 610 based charges above the legal regulated rent for the rent stabilized subject premises.<sup>2</sup> In light of the fact that there is no dispute between the Parties that the Stipulation of Settlement, dated February 13, 2025, NYSCEF Doc. No. 26, was complied with in full on September 23, 2025, Petitioner’s Motion is denied in its entirety as moot.

The relevant facts are that the Parties, by their respective counsel, executed a Stipulation of Settlement on February 13, 2025, wherein Mr. Moore agreed to pay \$19,186.59 as all rental arrears due through February 28, 2025, by April 30, 2025. This agreement further provided that Petitioner could move to restore this matter for a final judgment and warrant of eviction in the event of a breach. Subsequently, Petitioner filed this Motion, seeking a judgment of possession and money against Mr. Moore for \$32,025.31 as all rent due through May 20, 2025. There is no dispute that Petitioner seeks in part, a judgment for PHFL § 610 based monthly charges of \$1,909.72, which Petitioner began charging in February of 2025, but which was not included in the \$19,186.59 settlement balance.

On September 23, 2025, Mr. Moore’s counsel tendered in-court, and Petitioner’s counsel accepted, \$23,387.39 in rental payments issued by the NYC Human Resources Administration (“HRA”). *See* Stipulation/Receipt, dated September 23, 2025, NYSCEF Doc. No. 40. Therefore, Petitioner’s Motion is denied as moot as the settlement agreement between the Parties neither contained a “current rent” provision nor an obligation to also satisfy the ongoing rent in addition

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<sup>2</sup> PHFL § 610(1)(a) states that “Notwithstanding the emergency tenant protection act of nineteen seventy-four or the rent stabilization law of nineteen hundred sixty-nine, any regulation promulgated pursuant to such act or law, or any other provision of law, where a housing accommodation is subject to a regulatory agreement with a state or municipal agency or public benefit corporation, or a political subdivision of the state, and where a federal, state, or local program provides rental assistance for such housing accommodation, such state or municipal agency or public benefit corporation, or political subdivision of the state, may allow in such regulatory agreement the owner of such housing accommodation to charge and collect a rent for such housing accommodation that (i) does not exceed the maximum payment standard or contract rent that the rental assistance program may provide for such housing accommodation, but (ii) does exceed the legal regulated rent for the housing accommodation.”

to the arrears due through February 28, 2025, and so Mr. Moore's in-court tender of \$23,387.39 in HRA issued rental payments on September 23, 2025 accordingly triggered paragraph 3 of the settlement stipulation requiring discontinuance of this proceeding.

Additionally, while this issue has since been mooted by Petitioner's acceptance of that in-court payment, it does not appear that PHFL § 610 authorizes a petitioner-landlord to seek a possessory judgment from a respondent-tenant for a PHFL § 610 composed balance, because the statute does not provide that a petitioner-landlord can offer a rent stabilized lease which obligates a respondent-tenant to pay those charges. *See* PHFL § 610(1-3) (requiring a notice about PHFL § 610 to be provided with "the initial lease and all renewal leases" but not providing that the tenant's portion of the rent under a rent stabilized lease can be increased). This in turn would prohibit a petitioner-landlord from applying PHFL § 610 charges as a respondent-tenant's "rent" in a summary proceeding under RPAPL § 702(1). *Cf. Soumas v. Gregg*, 57 Misc. 3d 135(A), 2017 N.Y. Slip Op. 51270(U) (App Term, 1st Dept 2017) (holding that in a nonpayment proceeding a respondent-tenant may only be held liable for the sum they agreed to pay as rent).

Moreover, the New York Private Housing Finance Law Section 610: Process Guidance for Owners ("Process Guidance"), last updated March 2025, jointly issued by the NYC Department of Housing Preservation and Development, NYC Department of Social Services, NYC Housing Authority, NYC Housing Development Corporation, and the NYS Homes and Community Renewal, which are the agencies charged with implementing PHFL § 610, specifically indicates that PHFL § 610 "allow[s] rental subsidy programs to pay reasonable rents above the legal regulated rent, *without affecting the tenant's portion of the rent*" and that "[n]othing under PHFL [§] 610 permits the owner to request modification of contract rents that increases the tenant's portion of rent." *See* Process Guidance, NYSCEF Doc. No. 39, at 1-2 (emphasis added); *see also*


*Chin v. New York City Bd. of Standards & Appeals*, 97 A.D.3d 485, 487 (1st Dept 2012) (“Although the correct interpretation of a statute is ordinarily an issue of law for the courts to decide, where the statutory language suffers from some fundamental ambiguity, courts should defer to the interpretation of the agency charged with administering the statute”).<sup>34</sup> Nor has Petitioner demonstrated entitlement to the sought PHFL § 610 charges in this proceeding, given that there is no indication that Petitioner complied with PHFL § 610 by confirming whether Mr. Moore possessed an eligible rental subsidy and by providing the appropriate notice and regulatory disclosures to him. *See generally* PHFL § 610. Even compliance with these statutory requisites including a regulatory authorization by one of the implementing agencies does not guarantee that Petitioner’s application for an increase will be approved, as the Process Guidance also specifies that an applicant landlord/owner must then apply for the PHFL § 610 increase with the relevant subsidy provider agency. *See* Process Guidance at 5, 7-14. Petitioner here has not supplied any proof that any subsidy provider approved the PHFL § 610 increase it seeks here.

For the reasons stated *supra*, Petitioner’s Motion is denied in its entirety. Accordingly, this nonpayment of rent proceeding is dismissed.

The foregoing constitutes the Decision and Order of this court.

Dated: Bronx, New York  
January 14, 2026

So Ordered:

  
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Hon. Rina Gurung  
Judge, Housing Court

<sup>3</sup> The Process Guidance is also available at available at:

<https://www.nyc.gov/assets/hpd/downloads/pdfs/services/phfl-section-610-consolidated-guidance-for-owners.pdf>.

<sup>4</sup> While PHFL § 610 states that an eligible owner may “charge and collect a rent” above the legal regulated rent, it does not state that this charge can be charged against and collected from the tenant. *See* PHFL § 610(1)(a). In fact, PHFL § 610(2) states that such an owner is required “to register the legal regulated rent and any preferential rent calculated according to applicable guidelines increases applied to the previously established legal regulated rent or preferential rent, respectively, and [to] *separately register the actual rent charged to the tenant* pursuant to subdivision one of this section.” (emphasis added).