

Goldstein v Woodside N. LLC
2026 NY Slip Op 30199(U)
January 15, 2026
Supreme Court, New York County
Docket Number: Index No. 656137/2019
Judge: Arlene P. Bluth
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. ARLENE P. BLUTH PART 14

Justice

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JEFFREY GOLDSTEIN

Plaintiff,

- v -

WOODSIDE NORTH LLC,

Defendant.

-----X

INDEX NO. 656137/2019

MOTION DATE N/A

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30 were read on this motion to/for JUDGMENT - SUMMARY.

Plaintiff’s motion for summary judgment on his second, third and fifth claims and to dismiss defendants’ counterclaims and to dismiss his own first and fourth claims is granted in part and denied in part. Defendant’s cross-motion for sanctions is denied.

Background

Plaintiff brings this case concerning a tenancy dispute arising out of an apartment he rented from defendant. He contends that he signed a two-year lease with defendant that set a yearly rent of \$22,200 but, curiously, set a monthly rent of \$2,100. Obviously, that monthly amount would total more than the \$22,220 yearly amount (it would total \$25,200).

Plaintiff says that neither party realized the contradiction and that he paid a \$2,100 security deposition and then made 21 monthly payments at the \$2,100 amount. Plaintiff details numerous issues with the building like water leaks, rampant smoking right in front of the window of plaintiff’s apartment, and a severe insect infestation. He claims he could not use his

kitchen because of this problem. Plaintiff argues he made many complaints to defendant but that nothing was done to remedy the issues.

Plaintiff admits that in the 22nd month of his tenancy, he paid only \$300 to defendant on the theory that this represented the remaining amount owed under the two year term. Defendant apparently returned this check. Defendant then commenced an action on April 18, 2019 in landlord tenant court (the “L/T” action) seeking possession of the apartment and back rent in the amount of \$6,300. Plaintiff says he always intended to leave the apartment at the end of the lease on April 30, 2019.

He contends that proceeding was discontinued via stipulation and he left the apartment on April 30, 2019. Plaintiff argues that he never received his \$2,100 security deposit back.

Plaintiff brings causes of action for violation of the warranty of habitability, breach of contract, violation of the General Obligations Law (related to the security deposit), retaliation and attorneys’ fees.

In this motion, plaintiff emphasizes that defendant never returned the security deposit, that a walkthrough of the apartment upon his vacatur revealed no issues and that the statutory punitive damages apply as defendant did not provide the required written statement relating to the security deposit. He also wants the legal fees he expended in the L/T case.

Defendant cross-moves for sanctions. It claims that the provisions concerning the punitive damages for failing to return the security deposit were not in effect until July 14, 2019 and that plaintiff moved out on April 30, 2019. Defendant admits it retained his security deposition because he did not make the full payments for the last three months of rent. It contends that sanctions are required because plaintiff is seeking fees despite the fact that the

stipulation agreed in L/T court specified that the case was discontinued without costs to any party.

In reply, plaintiff argues that the mistake in the lease concerning the total amount due and the monthly rent is a unilateral mistake and so defendant (who drafted the lease) should be bound by it. Plaintiff agrees that the security deposit law was not in effect until after he moved out of the apartment but argues that the statute does not have an exclusion for security depositions established prior to the statute's effective date. He claims it requires an accounting.

Discussion

Before the Court addresses the merits, it must address the elephant in the room: this motion has been pending for far too long. It was fully briefed four years ago. It appears the judge previously assigned to this case lost or forgot about this motion, even though counsel for plaintiff (correctly) filed *three* innocuous letters inquiring about the status, which, unfortunately, the prior judge ignored. Nothing happened until that judge retired and the undersigned was horrified to discover this motion upon its reassignment in December 2025. On behalf of the court system, this Court sincerely apologizes for this undue delay. There are no excuses.

On the merits, the Court denies plaintiff's motion for affirmative relief on his second, third and fifth claims. Plaintiff's request to "dismiss" his first and fourth claims is granted.

The second claim seeks the return of the security deposit. Both sides appear to agree that there was simply a typo in the lease in that the monthly rent (stated at \$2,100) conflicted with the total amount. And while plaintiff is correct that defendant is the one who drafted the lease, the Court cannot ignore the fact that plaintiff admits he paid \$2,100 per month until nearly the end of his two-year lease before suddenly making a \$300 payment for what he considered to be the

remaining amount due. That means there is a colorable argument that plaintiff may have waived his right to complain about the discrepancy in the lease by paying the higher amount for nearly the entire two-year term. Of course, in that case, defendant would be entitled to keep the security deposit. In any event, these issues are not ripe for summary judgment.

The Court denies plaintiff's claim for summary judgment with respect to his third cause of action seeking punitive damages under the General Obligations Law provision regarding security deposits as he admits he moved out of the apartment months prior to the effective date of this law. Defendants did not affirmatively seek to dismiss this claim as part of the notice of cross-motion.

The Court also denies plaintiff's demand for summary judgment on his fifth claim for legal fees arising out of the L/T case. That proceeding was discontinued and plaintiff then moved out at the end of his lease. Even setting aside the stipulation (which states that the parties must pay their own costs), the discontinuance does not show that plaintiff was the prevailing party as a matter of law. Defendant sought not only unpaid rent in the L/T case, but it also possession, which it acquired when plaintiff moved out.

Defendant's claim for sanctions is denied. To be sure, the stipulation in L/T court states that the parties are to bear their own costs. But plaintiff's effort to retain those legal fees here is not willful or frivolous misconduct that rises to the level of a sanctionable act.

Summary

The Court recognizes that this case has been pending for a long time and the Court has no idea how much, if any, discovery remains outstanding. Please take a moment to review this part's rules. The Court will schedule a conference for March 10, 2026. By March 3, 2026, the

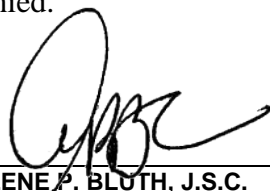
parties are directed to upload a discovery stipulation detailing what discovery remains and indicating specific deadlines. If the parties cannot agree, then they may upload letters detailing the nature of the disagreement. Based on the submissions, the Court will assess if an in-person conference is required. The failure to upload anything by March 3, 2026 may result in an adjournment of the conference or an order requiring the note of issue to be filed, given the few issues remaining in this case.

Accordingly, it is hereby

ORDERED that plaintiff’s motion is granted only to the extent that the Court dismisses his first and fourth claims (as requested) and denied as to the remaining relief requested; and it is further

ORDERED that defendant’s cross-motion for sanctions is denied.

1/15/2026
DATE


ARLENE P. BLUTH, J.S.C.

CHECK ONE:	<input type="checkbox"/> CASE DISPOSED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION
	<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input type="checkbox"/> GRANTED IN PART <input checked="" type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> SUBMIT ORDER
CHECK IF APPROPRIATE:	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/> FIDUCIARY APPOINTMENT <input type="checkbox"/> REFERENCE