

Sahara Mgt. Dev. & Constr. Corp. v Reyes
2026 NY Slip Op 30342(U)
February 6, 2026
Civil Court of the City of New York, Bronx County
Docket Number: Index No. L&T-339197-24/BX
Judge: Rina Gurung
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CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX: HOUSING PART K

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SAHARA MANAGEMENT DEVELOPMENT &
CONSTRUCTION CORP.,
Petitioner-Landlord,

Index No. L&T-339197-24/BX

DECISION/ORDER

-against-

Mot. Seq. No. 1

IGNACION LUNA REYES,

Respondent-Tenant,

“JOHN DOE 1-4” and “JANE DOE 1-4,”

Respondents-Undertenants.
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Present: Hon. Rina Gurung
Judge, Housing Court

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

Papers	Numbers¹
Petitioner’s Notice of Motion, Affirmations, and Exhibits	<u>9-14</u>
Respondent’s Opposition	<u>16-20</u>
Petitioner’s Reply	<u>21-23</u>
Court File.....	<u>Passim</u>

This is a summary holdover proceeding brought by Petitioner Sahara Management Development & Construction Corp. (“Petitioner”) under RPAPL § 711(1), based on termination of a month-to-month tenancy, against Respondent-Tenant Igancion Luna Reyes (“Respondent-Tenant”) and his undertenants John Does 1 through 4 and Jane Does 1 through 4. On April 24, 2025, the Parties, by their respective counsel, executed a Stipulation of Settlement (“settlement”), NYSCEF Doc. No. 17, wherein Petitioner agreed to provide Respondent-Tenant with a rent stabilized lease by June 1, 2025, and Respondent-Tenant agreed “to provide [the] number of adult occupants and their first names or relationship.” This stipulation provided that “[i]f Petitioner to

¹ NYSCEF Document Number.

provide a lease by June 1, 2025, [the] matter may be restored upon 8 days' notice of default.” Now, Petitioner moves to restore this matter to the Court's calendar and for entry of a final judgment of possession against Respondents, along with issuance of warrants of eviction against same.

Petitioner's Motion is hereby denied. “Stipulations embody a compromise between competing parties that, if not ambiguous, must be construed according to their plain language, without relying on what a party may have been able to prove in litigation[.]” *See Banos v. Rhea*, 25 N.Y.3d 266, 276 (2015). The settlement contains one default clause, which states that if Petitioner defaults by failing to provide Respondent-Tenant with a rent stabilized lease by June 1, 2025, that Respondent-Tenant can move to restore this proceeding to the Court's calendar. *See* NYSCEF Doc. No. 17. Nowhere in the settlement is there language authorizing Petitioner to restore this matter to the Court's calendar for entry of a final judgment and issuance of a warrant of eviction, and therefore Petitioner's Motion is accordingly denied. *Compare* NYSCEF Doc. No. 17, with *W. 98th St. Co. v Benedikt*, 9 Misc 3d 132(A) (App Term, 1st Dept 2005) (only authorizing relief which could be reasonably construed from the terms of the stipulation), and with *254 Park Ave. S. LLC v Sgroi*, 82 Misc 3d 131(A) (App Term, 1st Dept 2024) (modifying a lower court's order to grant a petitioner-landlord's motion to restore for appropriate relief because the relevant stipulation explicitly provided that either party could move to restore for appropriate relief).

The foregoing is the Decision and Order of this court.

Dated: Bronx, New York
February 6, 2026

So Ordered:



Hon. Rina Gurung
Judge, Housing Court