

WHGA Renaissance Apts. LP v Figueroa
2026 NY Slip Op 31650(U)
March 9, 2026
Civil Court of the City of New York, New York County
Docket Number: Index No. LT-309479-25/NY
Judge: Adam R. Meyers
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CIVIL COURT OF THE CITY OF NEW YORK
NEW YORK COUNTY, HOUSING PART F

WHGA RENAISSANCE APARTMENTS LP,

Petitioner(s),

-against-

JOSEPH FIGUEROA,

Respondent(s).

Index No. LT-309479-25/NY

Motion Seq. 2

DECISION/ORDER

Present: Hon. Adam R. Meyers
Judge, Housing Court

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

Papers	NYSCEF Doc. Nos.
Notice of Motion (Seq. 2) and supporting papers	14-21
Affirmation in Opposition and supporting papers	23-25
Affirmation in Reply and supporting papers	26

Upon the foregoing cited papers, the court’s decision and order is as follows:

In this summary nonpayment proceeding, Respondent moves for dismissal on the basis of alleged defects in the rent demand. Specifically, Respondent argues that the rent demand failed to indicate the approximate good faith sum of rent due insofar as it a) demanded rent for a year-long period that had already been paid through the Emergency Rental Assistance Program, and b) demanded rent that was barred by the applicable statute of limitations at the commencement of the case. Petitioner opposes the motion.

On a motion to dismiss under CPLR 3211(a)(7), the court must afford pleadings a liberal construction, accept the facts as alleged in the petition as true, accord the petitioner every favorable inference, and determine only whether the facts as alleged fit into a cognizable legal theory (*Leon v Martinez*, 84 NY2d 83, 87-88 [1994]).

A proper rent demand is a condition precedent for maintaining a summary non-payment proceeding (RPAPL 711 [2]). To be effective, the rent demand must “clearly inform the tenant of the particular period for which a rent payment is allegedly in default and of the approximate good faith sum of rent asserted due for each such period” (*542 Holding Corp. v Prince Fashions, Inc.*, 46

AD3d 309 [1st Dept 2007], quoting *Schwartz v Weiss-Newell*, 87 Misc 2d 558 [Civ Ct, NY County 1976]).

Respondent alleges, and Petitioner does not dispute, that Respondent was awarded ERAP funds earmarked for the period from January-December 2023 (*see* ERAP Approval Email, NYSCEF Doc. No. 19). But despite ERAP's payment of Respondent's rent in full for these months, the rent demand upon which this proceeding is based alleged that \$5,159.80 was owed for this period (*see* Rent Demand, NYSCEF Doc. No. 1). This sum represented approximately 13.8% of the total arrears demanded.

A rent demand that fails to credit ERAP funds to the months for which they were designated fails to "set forth the approximate good faith amount of rent owed" (*Boatswain v Willis*, 85 Misc 3d 137(A) [App Term, 2d Dept 2025]). As the rent demand cannot be amended (*see Chinatown Apts. v Chu Cho Lam*, 51 NY2d 786, 787-788 [1980]), such a proceeding must be dismissed.

Therefore, Respondent's motion is granted, and the proceeding is dismissed. The court does not reach the question of whether inclusion of rent potentially barred by the applicable statute of limitations also renders the rent demand infirm.

THEREFORE, it is

ORDERED that Respondent's motion is granted and the proceeding is dismissed without prejudice to recommencement upon a proper rent demand.

This constitutes the decision and order of the court.

Dated: New York, New York
March 9, 2026



Hon. Adam R. Meyers
Judge, Housing Court