

14-16 30th Rd. LLC v Hassan
2026 NY Slip Op 31722(U)
February 9, 2026
Civil Court of the City of New York, Queens County
Docket Number: Index No. L&T 300417/20
Judge: Logan J. Schiff
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CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS: HOUSING PART F

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14-16 30th ROAD LLC

Index No. L&T 300417/20

Petitioner-Landlord,

-against-

DECISION AFTER TRIAL

WALID HASSAN,

Respondent-Tenant,

and

“JOHN DOE” AND “JANE DOE”,

Respondents-Undertenants.

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Present: Hon. Logan J. Schiff
Judge, Housing Court

Petitioner commenced this holdover proceeding pursuant RPAPL 711(1) and Rent Stabilization Code (RSC) § 2524.3(f) upon filing the Notice of Petition and Petition in September 2020. The basis of the proceeding is Respondent Walid Hassan’s alleged failure to sign a rent-stabilized renewal lease commencing March 1, 2020. Following extensive delays occasioned by Respondent’s filing a hardship declaration pursuant to the COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020, an application for emergency rental assistance pursuant the Emergency Rental Assistance Program (L. 2021, c. 56, Part BB, Subpart A, § 8, as amended by L. 2021, c. 417, Part A, § 4), and two unsuccessful interlocutory appeals related to the scheduling of the initial return date and service of the initiating papers (*see 14-16 30th Rd., LLC v Hassan*, 86 Misc 3d 129 and 87 Misc 3d 37 [App Term, 2d Dept, 2d, 9th & 11th Jud Dists 2025]), the court conducted a trial on December 15, 2025 and February 5, 2026.

In a failure to renew holdover, it is the landlord’s burden to prove that it timely offered the

tenant a rent-stabilized renewal lease that comports in all respects with the Rent Stabilization Law and Code (*see* RSC 2523.5[a]; *Ink 967-969 Willoughby, LLC v. Cordero*, 74 Misc 3d 128, [App Term, 2d Dept, 2d, 11th & 13th Jud Dists 2022]; *Hillside Park 168 v Khan*, 72 Misc 3d 130 [App Term, 2d Dept, 2d, 11th & 13th Jud Dists 2021]; *Santorini Equities, Inc. v. Picarra*, 72 AD3d 73, 75 [1st Dept 2010]). A renewal lease must be furnished on the statutorily mandated form and annex a rider approved by the Division of Housing and Community and Renewal (DHCR) setting forth the basis for the landlord's calculation of the legal rent (*see* RSC § 2522.5 [c][1]); *720 Riverside Owners Corp. v Bowen*, 83 Misc 3d 12 [App Term, 1st Dept 2024]; *Haberman v. Neumann*, 2003 NY Slip Op 50031 [App Term, 1st Dept 2003]).

Here, upon due consideration of the record and the testimony of the respective witnesses, the court finds that Petitioner failed to prove by a preponderance of the evidence that the 2020 renewal lease it offered to Respondent included the DHCR rider. In reaching this conclusion, the court credits Respondent's detailed, credible testimony that he received only a one-page renewal lease in the mail, rather than the seven-page lease with attached rider produced by Petitioner. Respondent's testimony was bolstered by his production of the original 2020 renewal lease, which lacks any staples or hole punches, unlike the version offered by Petitioner, and the original envelope he received in the mail, which included only First Class Mail postage.¹ Further, the records Respondent subpoenaed and moved into evidence from DHCR in connection with the parties' longstanding rent overcharge administrative proceeding pending under Docket No. HS110024RT, reveal that Petitioner repeatedly provided to DHCR copies of the 2020 lease that

¹ At Respondent's request, the court took judicial notice of the United States Postal Service website, which states that First Class Mail postage allows the sender to mail envelopes weighing up to one ounce, generally up to four sheets of standard weight paper.

did not include the rider. Further, Petitioner's witness's credibility as to his mailing practices was badly damaged by his concession during cross-examination that the lease he initially offered into evidence as part of the prima facie case and later withdrew, an inoperable renewal lease commencing March 2022, included as its proof of service a certified mailing slip that was in actuality used to mail Respondent an access letter, not a renewal lease. To the extent Petitioner's witness testified that he hand-delivered a second copy of the 2020 renewal lease to Respondent, the court finds Respondent's denial of receipt of this document to be more credible, and, in any event, concludes this lease would not have attached the DHCR rider.

Inasmuch as the inclusion of a DHCR rider is a mandatory component of a renewal lease offer (*see* RSC § 2522.5 [c][1]); *720 Riverside Owners Corp. v Bowen* [App Term, 1st Dept 2024]), Respondent was entitled to reject the lease as offered, and Petitioner has therefore failed to prove its case (*see Haberman v. Neumann*, [App Term, 1st Dept 2003]). The proceeding is hereby dismissed. The clerk is directed to enter a judgment of dismissal after trial.

This constitutes the decision and order of the court.

Dated: Queens, New York
February 9, 2026



HON. LOGAN J. SCHIFF, J.H.C.