

302 Mott St. LLC v Bresler
2026 NY Slip Op 32051(U)
May 12, 2026
Civil Court of the City of New York, New York County
Docket Number: Index No. 66432/2019
Judge: Jack Stoller
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CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK: HOUSING PART R

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302 MOTT STREET LLC,

Petitioner,

Index No. 66432/2019

- against -

DECISION/ORDER

GERALDINE BRESLER,

Respondent.

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Present: Hon. Jack Stoller
Judge, Housing Court

302 Mott Street LLC, the petitioner in this proceeding (“Petitioner”), commenced this holdover proceeding against Geraldine Bresler, the respondent in this proceeding (“Respondent”), seeking possession of 302 Mott Street, Apt. 30, New York, New York (“the subject premises”) on the allegation of termination of a license. Respondent interposed a defense of succession. The Court held a trial on May 3, 2024 and May 4, 2026.

The trial record

Petitioner proved that it is the proper party to commence this proceeding; that the subject premises is subject to the Rent Stabilization Law; that the prior tenant of the subject premises was John Walter Filler (“the Prior Tenant”); that the Prior Tenant died on January 2, 2017; that Respondent remained in possession of the subject premises after his passing; and that Petitioner caused the appropriate predicate notice dated July 25, 2019 to be served on Respondent on August 1, 2019, prior to the commencement of this proceeding.

Respondent also stipulated with Petitioner that Respondent signed her own name at the bottom of two renewal leases of the Prior Tenant’s, one dated December 28, 2016 and one dated December 18, 2018; that Respondent is now 66 years old; and that the sole issue to be decided at

trial is whether Respondent co-resided with the Prior Tenant for one year before his passing and whether Respondent and the Prior Tenant were family members.

Petitioner submitted into evidence a record from a center for SSI and SNAP dated June 9, 2017.

Respondent testified that she has lived in the subject premises exclusively since 1988 or 1989; that she moved into the subject premises because the Prior Tenant and she had been dating; that she had a fire in her previous apartment; that the Prior Tenant invited her to move into the subject premises; that the Prior Tenant was her “partner” or “husband” or “old man”; that the Prior Tenant was stalking her at a store on West 4th Street; that she did caricatures on 4th Street and 6th Avenue; that the Prior Tenant got a caricature done; that he took her out for coffee; that they went to a friend’s apartment; that the next night he took her out to the Riviera Café on 7th Avenue off of 4th Street; that she and the Prior Tenant dated for about two or three years before she moved into the subject premises; that she saw the Prior Tenant every day; that the subject premises is a railroad apartment with a huge kitchen, a medium-sized living room, and a small bedroom; that there is one bedroom; that she slept in the bed with the Prior Tenant; that the Prior Tenant had been in the subject premises since the 1960s; that the Prior Tenant had been living on East 6th Street before that; that the Prior Tenant passed on January 2, 2017 in the subject premises; that the Prior Tenant only lived in the subject premises from 1989 through his death; that she had applied for food stamps and Supplemental Security Income (“SSI”) because she became disabled; that Petitioner’s management company would contact her if they wanted something with the subject premises because the Prior Tenant was difficult; that the Prior Tenant first gave her keys when she moved in; that after the Prior Tenant died, Petitioner gave her keys when the keys to the building in which the subject premises is located (“the Building”) and the

mailbox were changed; that she went to work when she lived with the Prior Tenant; that the Prior Tenant would visit her because he got jealous because she would sell jewelry and flirt a bit to sell; that she and the Prior Tenant would go out to eat, go to parties, and visit with friends; that sometime around 2010 or 2011 they went to a party by the United Nations of an old friend who made an artwork, when the Prior Tenant was still in good health; that the Prior Tenant and she would not take vacations, but they took road trips to Connecticut or Rhode Island because she would get depressed because she could not work much; that the Prior Tenant took her to factories in Rhode Island for her jewelry; that she was big on holidays but the Prior Tenant was not; that the Prior Tenant did not want to celebrate his birthday; that they celebrated New Year's at a party her friend had every year; that the Prior Tenant and she had intimate times; that they spent their time together all the time; that she called him "my old man", "my boyfriend", or "my husband", depending on the circles that they were in; that she had been married in 1974 or 1975 to her daughter's father; that that marriage dissolved when her ex-husband cheated on her and was abusive to her; that the Prior Tenant had been married in the late 1950s or early 1960s; that she and the Prior Tenant did not get married; that they did not feel that they needed a piece of paper to be a couple; that they intended to get a domestic partnership but they both got sick; that the Prior Tenant was deteriorated at that time; that the Prior Tenant was about 49 years old when they met; that the Prior Tenant's health started to deteriorate when he was in his mid-70s; that the Prior Tenant had a heart attacks that required stents in the late 1990s or early 2000s; that the Prior Tenant had COPD and was going blind; that the Prior Tenant had maculate degeneration and he was starting to get Alzheimer's; that the Prior Tenant had an oxygen machine in the subject premises; that the Prior Tenant had medicine and inhalers; that she cared for the Prior Tenant when the Prior Tenant got sick; that she went to the store for him and made sure that the

Prior Tenant was comfortable; that the Prior Tenant had diabetes; that in 2011 or 2012 her health declined; that she thought she had a heart attack; that she had a tumor in her neck that affected her breathing; that the Prior Tenant took care of her; that the Prior Tenant came to the hospital, which was a struggle for him because his breathing was bad; that the Prior Tenant made sure that there were foods that she liked; that the Prior Tenant made sure that she was comfortable; that she was in the hospital in 2016 and previously; that the subject premises was a fifth-floor walk-up; that the Prior Tenant's COPD was bad and he could hardly get up and down the stairs; that he still smoked; that she refused to get him cigarettes; that when he had Alzheimer's he would go to a store two blocks away and it would take him three hours to return because of memory issues; that she told the Prior Tenant that she could not take care of him and that he had to get into a facility; that she and the Prior Tenant both had Medicaid and Medicare; that she was a street vendor; that she made jewelry and sold it; that she made caricatures; that she still sells jewelry; that her source of income is now SSI; that the Prior Tenant was a writer but he was also on SSI; that the Prior Tenant paid the rent and she paid the utilities and bought food; that she paid when they went out to eat; that it came out to about the same amount; that neither she nor the Prior Tenant owned any assets; that the Prior Tenant had food stamps and she paid for food with cash until she got food stamps; that the Prior Tenant did grocery shopping for the most part but they would do it together also; that she got take-out a lot when she was working; that she cooked; that the Prior Tenant cooked; that she and the Prior Tenant had cats; that she paid for the cat expenses except for the first cat they had when she moved in, who was a stray in the neighborhood; that they had another cat after that; that the Prior Tenant died by the bathtub when he was 81; that she thought he had fallen asleep and she shook him and he was cold; that she called an ambulance; that it was about two or three a.m.; that there was no funeral for the Prior Tenant; that there was a

cremation; that she made arrangements for the cremation; that she called the Prior Tenant’s daughter, who lives in Naples, Florida; that her friend brought her to pick out the ashes; that she notified Petitioner, a manager named “Ali” around the time that the Prior Tenant died; that she has a daughter from her previous marriage; that her parents died when she was a child; that her godparents raised her; that she is not in touch with her godparents; that her siblings have all passed; that the Prior Tenant’s daughter is very friendly and nice and has two daughters; that the Prior Tenant was estranged from his daughter, like she is from her daughter; and that the Prior Tenant saw his daughter two times when she was with the Prior Tenant.

Respondent testified on cross-examination that the Prior Tenant’s daughter is the informant on the death certificate; that the Prior Tenant’s daughter did the legal work for the funeral but Respondent did the arrangements on the phone; that the Prior Tenant had a Senior Citizen Rent Increase Exemption (“SCRIE”); that she was not listed as a part of the household in the SCRIE documents; that the Prior Tenant had a mother who lived on the West Coast; that the Prior Tenant’s mother set up a trust for the Prior Tenant; that the trust ran out before he passed away; that the Prior Tenant had a bank account with the Prior Tenant’s mother and Respondent’s name was not on it; that the Prior Tenant used those trust funds for part of his living arrangements; that she had a bank account was with Emigrant bank; that her name was the only one associated with her bank account; that her SSI application did include mention of another member of household; that she was not listed on the Prior Tenant’s application for Medicare and Medicaid; that the Prior Tenant was listed on her applications for Medicare and Medicaid; that she did not have the copies of the applications; that she did not have copies of applications for government assistance with the Prior Tenant’s name on it; that the Prior Tenant would visit his mother; that she would not accompany the Prior Tenant when he did that; that she had credit card

statements; that the credit cards were in her own name; that the Prior Tenant had credit cards in his own name; that she represented to the Human Resources Administration (“HRA”) that there was someone else in her household, but the Prior Tenant was already receiving food stamps; that she received SSI before the Prior Tenant died; that the Prior Tenant did not have a will; that the Prior Tenant’s daughter gave her the Prior Tenant’s possessions when the Prior Tenant died; that the Prior Tenant put her name on the last lease right before the Prior Tenant died; that the Prior Tenant was starting to suffer from Alzheimer’s at the time that he died; that the Prior Tenant did not take action to put her name on the lease before 2016 because the Prior Tenant, while ill, was not deteriorated to the level he was by 2016; that he was lost in the street for hours at the end; that she was not listed as a beneficiary of the Prior Tenant’s SSI; that they started talking about getting a domestic partnership around 2014; that the Prior Tenant was a procrastinator; that she had the Prior Tenant’s password and she had the Prior Tenant’s bank card; that the Prior Tenant always signed the renewal leases; that she was writing everything for the Prior Tenant at that point because he was losing his eyesight; that the Prior Tenant asked her to put her name on the lease because the Prior Tenant was not sure that he was going to make it; that the Prior Tenant received it in the mail a day or two after December 16, 2017; that Respondent signed her name and the Prior Tenant signed his name; that the Prior Tenant had regularly signed the lease shortly before that; that the Prior Tenant knew that he was not well and he filled the lease out; that the Prior Tenant had not seen his daughter in years because they were estranged; that the Prior Tenant visited his daughter when his granddaughters were born; that the Prior Tenant took a train to the Prior Tenant’s daughter; that she was not with the Prior Tenant when the Prior Tenant visited his daughter; that she spoke with Petitioner’s office probably on January 3 or January 4 of 2017, and she spoke with “Ali” who was the building manager at the time; that she called “Ali,”

but did not write to Petitioner; that she said that the Prior Tenant died and that was about it; that she did not ask for a lease in her name at that time; that when they sent her a subsequent renewal lease with the Prior Tenant's name on it she questioned Petitioner about that; that she applied for SCRIE in her own name; that Respondent paid the rent by money orders in her name after the Prior Tenant died; that she asked Petitioner why the lease was not in her name and that is when this case started; that she went to Petitioner's office with paperwork in the summertime; that she brought the death certificate and papers with her name and address; that she and the Prior Tenant did not belong to social or religious organizations together; that she maintained two or three credit cards in her own name before the Prior Tenant died; that she had one bank account in her name only before the Prior Tenant died; that she tried to put the Prior Tenant's name on her bank account but he had tax problems and so it could not be done; that the Prior Tenant owed back taxes; that the Prior Tenant maintained his own bank account; that the Prior Tenant's bank account was closed after the trust was gone; that the Prior Tenant owned some stocks; that stock certificates were in the name of the Prior Tenant and the Prior Tenant's mother; that the Prior Tenant's daughter received the stock certificates; that the Prior Tenant received SSI; that she did not get any portion of the Prior Tenant's household, but her benefits increased because of the change in her household; that she spoke to Petitioner because the SCRIE expired; that she had spoken with Petitioner about other things besides succession for purposes of SCRIE; that she had spoken to Petitioner on the phone about the lease before the SCRIE ended; that she did not remember the name of the person she spoke with; that this person said to bring the death certificate and papers showing that she lived in the subject premises; that the Prior Tenant's mother did not provide assistance to her; that the Prior Tenant's mother died in the 1990s; that they had both a cell phone and a landline; that the Prior Tenant did not have a cell phone; that the

landline was in her name; that there was a brokerage account that the Prior Tenant maintained with the Prior Tenant’s mother that was in California; and that the Prior Tenant’s instructions about his cremation were verbal, not in writing.

Respondent testified on redirect examination that the Prior Tenant’s cognition was good but was starting to decline at the time that he signed the lease.

Kanami Milenkovic (“Respondent’s Friend”) testified that she met Respondent in 2004 when she was selling artwork on Prince Street; that the Prior Tenant was Respondent’s partner; that she met the Prior Tenant twice, when she was selling her husband’s artwork in front of the building; that she met the Prior Tenant on or about 2006; that the Prior Tenant was walking around but the Prior Tenant was older than Respondent; that the second time she met the Prior Tenant he was getting old; that Respondent talked to her about the Prior Tenant about the things that couples talk about, like complaining about him cleaning and picking up medication for the Prior Tenant; that she saw Respondent and the Prior Tenant together on Prince Street talking; that the Prior Tenant answered the landline when she called the subject premises; that the Prior Tenant asked Respondent how much Respondent made, and the Prior Tenant had a reaction; that she picked up Respondent at the Building a lot at the time; that the Prior Tenant died around 2017; that Respondent had left her a voice mail, which she usually does not do; that Respondent was panicked and worried; that she went to the subject premises once to pick things up for her; and that it was dark.

Respondent’s Friend testified on cross-examination that she came to Court voluntarily; that she did not receive an official court paper; that she knew that this is an eviction proceeding; that she was friends with Respondent; that she went out a couple of times a year with Respondent to eat; that she went out with Respondent and other friends; that the Prior Tenant did

not come with her for these meals; that the Prior Tenant was not her friend with the other group; that the Prior Tenant was Respondent's boyfriend and not part of her friend group; that she has been married since 2001; that her husband met the Prior Tenant the same time that she did; that she saw the Prior Tenant two times in the thirteen years from 2004 through 2017; that she went to visit Respondent, but the Prior Tenant was there by himself; that Respondent came back from a place another time that they were passing the building and Respondent and the Prior Tenant were together; that she did not see Respondent and the Prior Tenant in a social environment; that she did not know of any social or religious organization that Respondent and the Prior Tenant belonged to; that she has not had any contact with the Prior Tenant's family; that she did not know Respondent's and the Prior Tenant's financial situation; that the Prior Tenant was deteriorating and taking medication before he died; that the Prior Tenant was over eighty years old; that Respondent was concerned about the Prior Tenant's health; that there was no funeral for the Prior Tenant; that the Prior Tenant was cremated; and that she drove Respondent to New Jersey to get the Prior Tenant's ashes.

Alison Gordy ("Respondent's Neighbor") testified that lives at the Building; that Respondent lives in her building; that she used to be the Prior Tenant's girlfriend; that she lived with the Prior Tenant in September of 1986 after having moved in in 1981; that she met Respondent in 1987, which is when she started to see Respondent; that she is now with her husband of forty years, who lives in a different apartment in the building; that she did not have a pleasant parting with the Prior Tenant; that the Prior Tenant was tough to live with but brilliant; that they got along; that when the Prior Tenant was with someone else she felt sorry for them; that she thought it was good for the Prior Tenant that the Prior Tenant found someone; that she would see Respondent in the hallway and in the street selling jewelry; that she admired

Respondent for being with the Prior Tenant; that Respondent and the Prior Tenant were together for thirty-seven years; that this was their relationship; that she does not go to the subject premises often, but it has been difficult for Respondent to get packages; that Respondent gets a lot of supplies that way; that the Prior Tenant is dead; that she would see Respondent and the Prior Tenant in the hallway; that she could hear the Prior Tenant breathing from her apartment because his breathing was bad from emphysema; that she would see the Prior Tenant and Respondent on Prince Street and with groceries in the hallway; that they had a friendly neighborhood relationship; that she liked Respondent and the Prior Tenant; that her husband liked the Prior Tenant; that they did not go out with Respondent and the Prior Tenant, but they were friendly and liked each other; that she had a few conversations with the Prior Tenant, asking if he was okay; that Respondent was the one who told her that the Prior Tenant died; that the Prior Tenant was very ill at the end; that Respondent was in the mode of taking care of an ill person; that Respondent was taking care of the Prior Tenant; and that Respondent and the Prior Tenant had a love relationship.

Respondent's Neighbor testified on cross-examination that she did not get subpoenaed; that she knew that this is an eviction proceeding; that she knew about an eviction proceeding Petitioner had commenced against her; that anger was one of the emotions she felt about Petitioner; that when she was asked to testify she was happy to testify that she had a thirty-year relationship with the Prior Tenant; that she had a loving relationship with the Prior Tenant at the time; that she shared household expenses with the Prior Tenant at that time; that she did not try to get on the lease when she lived in the subject premises; that she moved out of the Building for a few months; that she moved back in to be with her husband, who she knew from the Building; that she and her husband were together for twenty years and then they got married; that the

subject premises is at the southeast corner of the Building and her apartment is at the inside, across from the subject premises and a floor below; that she did not go out with Respondent and the Prior Tenant on a social basis or go to each other's homes socially, but they would bring items to each other; that she did not know about financial arrangements between Respondent and the Prior Tenant; that she lived with the Prior Tenant's mother in San Diego in 1984 to take care of the Prior Tenant's mother through colon cancer; that the Prior Tenant's father had died young; that the Prior Tenant was an only child; that the Prior Tenant had a child named "Erica" through the Prior Tenant's ex-wife; that she did not remember Respondent talking about the Prior Tenant's mother; that Respondent mentioned that Respondent had some dealing with the Prior Tenant's daughter; that she did not remember if there was a funeral; that Respondent is her neighbor and they know a lot about each other but they do not go out and socialize; that they talk about a lot of stuff when they casually run into each other in the hallway; that more recently, they text each other to say something like "Happy Birthday"; that her relationship was building before the Prior Tenant passed away; that she was not trying to strike a relationship with the Prior Tenant again; that she liked Respondent more than the Prior Tenant; and that she sees Respondent with the same frequency now than when the Prior Tenant was alive.

Jacqueline Phillips ("the Street Vendor") testified that she lives in Brooklyn; that she knows Respondent because Respondent used to make caricatures on the street; that she was a vendor on the street; that she met Respondent forty years ago; that Respondent lives on Mott Street; that she has been to the subject premises maybe five or six times; that Respondent lives alone now; that Respondent lived with the Prior Tenant; that she only knew the Prior Tenant through Respondent; that she met the Prior Tenant; that the Prior Tenant came to the street to pick Respondent up; that Respondent introduced her; that the Prior Tenant was tall, had facial

hair, and had a ponytail; that the Prior Tenant was in his fifties when she met him; that Respondent and the Prior Tenant were living together for over thirty years; that the Prior Tenant is deceased; that she was in contact with Respondent when the Prior Tenant died; that Respondent told her about the Prior Tenant dying; that Respondent was hurt; that Respondent and the Prior Tenant were tight; and that there was a natural, easygoing flow between them.

The Street Vendor testified on cross-examination that she did not receive a subpoena; that she came to Court voluntarily; that she has been friends with Respondent for a while; that she understood that this is an eviction proceeding; that, in response to a question about she is testifying to help Respondent, she was in Court to tell the truth; that she met Respondent on the street when she vended jewelry and caricatures; that they were business acquaintances; that Respondent came to her home in Brooklyn for two different parties, including a Christmas tree-trimming in the 1990s; that Respondent came with another vendor, bringing decorations for the tree; that the Prior Tenant did not come at that time; that she had a birthday party in 2000 that Respondent came to; that Respondent brought her a piece of jewelry; that Respondent did not come with anyone else; that she and Respondent would go out to dinner after work with a group of friends who were people who sold things on the street; that she would store things in the subject premises; that they sold things within walking distance of the subject premises; that the Prior Tenant would not go out to dinner with them because he was not selling things on the street; that she did not dine out with Respondent and the Prior Tenant; that Respondent belonged to a vendor's association; that she did not know about the Prior Tenant's family or Respondent's relationship with the Prior Tenant's family; that Respondent does not have family, but Respondent has a daughter; that Respondent and Respondent's daughter have been estranged; that she did not know about financial arrangements between Respondent and the Prior Tenant;

that the Prior Tenant died in 2017; that she knew that because Respondent told her that; that she did not attend a funeral because she was out of the country from some time in 2016 until June or July of 2017; and that she understood that the Prior Tenant left Respondent with some property, including bonds.

Ronald Jones (“Jewelry Maker”) testified that he lives in Manhattan; that he knows Respondent from selling on the street in Soho; that he is a jewelry maker and an artist; that he has known Respondent for twenty-five years; that he has been to the subject premises several times over the years; that Respondent now lives alone; that Respondent lived with her boyfriend, the Prior Tenant, for many years before the Prior Tenant died; that he met the Prior Tenant many years ago because the Prior Tenant came around a lot to the street going back twenty-five years; that the Prior Tenant died; that he was in contact at that time; that Respondent was sad because Respondent’s boyfriend died; that the Prior Tenant and Respondent were a couple; that the Prior Tenant would hang out with Respondent on the street; that they had a normal couple relationship; that the Prior Tenant was like a chubby gruff biker; that the Prior Tenant was nice; and that he did not notice a change in the Prior Tenant’s appearance.

Jewelry Maker testified on cross-examination that he is testifying voluntarily; that this case is about where Respondent has been living with the Prior Tenant for all of these years; that they know each other from selling stuff in the streets of Soho; that he is an artist and sells paintings; that Respondent makes jewelry; that they are not business associates; that he and Respondent were friends also; that he had a social relationship with Respondent; that he saw Respondent on social occasions; that he went out with Respondent on social occasions; that they went out to a diner to eat something; that the Prior Tenant did not hang out with them much; that Respondent and the Prior Tenant did not go to his home; that he could not remember if he dined

at the subject premises with Respondent and the Prior Tenant; that he did not see Respondent and the Prior Tenant together at a party; that he did not know if Respondent and the Prior Tenant went to social or religious organizations; that he did not know about financial arrangements between Respondent and the Prior Tenant; that he did not know about leases; that he did not know about the Prior Tenant's or Respondent's relationships with any of the Prior Tenant's or Respondent's relations; and that he did not attend a funeral of the Prior Tenant.

Respondent submitted into evidence the following exhibits where Respondent used the subject premises as her address: a record of SNAP benefits dated December 14, 2013; a New York State identification card issued on December 16, 2011; a New York State benefit card; an application dated May 30, 2015 for SNAP benefits, which stated that there was one person in Respondent's SNAP household; a letter from a state supplement program dated April 21, 2017; a letter concerning SSI benefits dated March 4, 2017; a letter dated February 28, 2019 from the Social Security Administration; a letter dated December 16, 2016 from an entity called "Medstar" about delivery of medical equipment, and a disconnect notice dated February 27, 2017 from Verizon.

Rohit Samai ("Property Manager") testified that he has been the property manager for the last ten years; that he sends renewal leases to tenants; that he mails leases; that the lease was dated December 28, 2016; that he reviews leases once they are prepared and he gives them to a receptionist; that they tried to do that in the same week; that before 2019, the Prior Tenant was the only one who asked about repairs; and that Respondent made requests after 2019.

Petitioner submitted into evidence a renewal lease for the subject premises dated December 31, 2014, executed by the Prior Tenant on February 6, 2015, and commencing, on April 1, 2015. Petitioner submitted into evidence a lease for the Prior Tenant dated December

28, 2016 with Respondent's name signed on it and added as a tenant on the top of the lease, signed by Respondent and the Prior Tenant on January 1, 2017 and by Petitioner on January 6, 2017. Petitioner submitted into evidence a renewal lease commencing April 1, 2018, still in the Prior Tenant's name, with Respondent's name is written in on the top of the lease, and signed in the name of the Prior Tenant and Respondent on January 6, 2019.

Property Manager testified on cross-examination that after 2017 he did not see the Prior Tenant; that he did not know the Prior Tenant's condition on January 1, 2017; that he does not go to apartments to make repairs; that Petitioner's maintenance crew goes to apartments; that if there were requests for repairs in 2015, Petitioner would have a record of that; that he did not have knowledge about whether Respondent requested repairs in 2015; that he has worked for a management company since 2001; and that in 2016 he did not go to the subject premises or meet Respondent.

Discussion

Petitioner proved that it is the proper party to commence this proceeding, that the Prior Tenant passed away, that Respondent thereafter remained in possession, and that Petitioner properly caused a predicate notice to be served. Petitioner has therefore proved its prima facie case. 85 Fourth Partners, L.P. v. Puckey, 16 Misc.3d 136(A)(App. Term 1st Dept. 2007), Starrett City, Inc. v. Smith, 25 Misc.3d 42, 46 (App. Term 2nd Dept. 2009).

In order to prevail on her succession defense, Respondent must prove that she co-resided with the Prior Tenant for one year before he died and that she was a family member of the Prior Tenant. 9 N.Y.C.R.R. §2523.5(b)(1).¹ A "family member" includes any person who can prove

¹The parties stipulated that Respondent had to prove co-residency by one year instead of two

an emotional and financial commitment and interdependence between such person and the tenant. 9 N.Y.C.R.R. §2520.6(o)(2). The codification of the holding in the landmark decision Braschi v. Stahl Assocs. Co., 74 N.Y.2d 201 (1989) in the Rent Stabilization Code establishes criteria for finding a non-traditional family relationship: longevity of the relationship; mutual reliance for payment of expenses and necessities; intermingling of finances, shown as a matter of example by joint bank accounts; engaging in family-type activities like attending family functions together; formalizing of legal obligations by means such as naming one another as beneficiaries in wills and/or executions of powers of attorney; holding themselves out as family members to other family members, friends, community members, and religious institutions; reliance on each other for daily family services or functions; and other manifestations of a long-term emotionally-committed relationship. Id.

Respondent did not support her defense with any documentary evidence of her relationship with the Prior Tenant. Respondent's case not only lacked such indicia as formalized legal obligations or joint bank accounts, but it also lacked informal proof of a relationship, such as photographs, notes, or keepsakes.

While Respondent did not support her case with documentary evidence, Respondent did submit the testimony of four disinterested witnesses with varying levels of connection with Respondent and the Prior Tenant. Respondent's witnesses included the Jewelry Maker, who had enough of a friendship with Respondent to have visited the subject premises, Respondent's Friend and the Street Vendor, who had known Respondent for years through an apparent community of people who sell items in the neighborhood where the subject premises is located,

years because Respondent is a senior citizen.

and Respondent's Neighbor, who did not appear to have had a close relationship with Respondent, but who testified that she was actually a former romantic partner of the Prior Tenant and who lived in the Building, with an opportunity to observe Respondent and the Prior Tenant on a long-term basis.

Petitioner sought to impeach the credibility of Respondent's Neighbor by referencing an apparent summary proceeding that Petitioner had previously commenced against Respondent's Neighbor. While this testimony revealed a potential source of bias Respondent's Neighbor may have harbored against Petitioner, it was also consistent with the testimony of Respondent's Neighbor that she has been living in the Building and therefore would have had an occasion over the course of the long term to observe Respondent and the Prior Tenant.

Even if the Court were to somewhat discount the probative value of Respondent's Neighbor's testimony because of bias, Respondent's Neighbor's testimony was broadly consistent with the testimony of other witnesses, in their description of the Prior Tenant, in their observations of Respondent and the Prior Tenant together, and in their descriptions of the casual, unremarkable way that romantic partners can talk about one another to friends and acquaintances. The Court does not find credible the proposition that Respondent could have orchestrated a fabricated story as such between that number of witnesses. The number of witnesses and the witnesses' differing levels of closeness with Respondent can prove the existence of a nontraditional family relationship. Westside Ventura II LLC v. Henderson, 2025 N.Y. Slip Op. 30620(U)(Civ. Ct. N.Y. Co.), *citing* 2-4 Realty Associates v. Pittman, 137 Misc.2d 898, 900-901 (Civ. Ct. N.Y. Co. 1987), *affirmed*, 144 Misc.2d 311 (App. Term 1st Dept. 1989) (finding a non-traditional family relationship at least in part based on the testimony of three disinterested witnesses).

The absence of documentary evidence of financial interdependence does not necessarily undermine a claim to succession rights, Cozzolino v. New York State Div. of Hous. & Community Renewal, 204 A.D.3d 494, 495 (1st Dept.), *leave to appeal denied*, 38 N.Y.3d 913 (2022), Jeremy Props. LLC v. Franklin, 81 Misc.3d 135(A)(App. Term 2nd Dept. 2023), and does not preponderate over the plausible and credited testimonial evidence. 530 Second Ave. Co., LLC v. Zenker, 160 A.D.3d 160, 163 (1st Dept. 2018). Significantly, Respondent submitted evidence of receiving various forms of public assistance. A limit on the income an occupant had to share minimizes the probative value of the absence of documentary evidence of shared financial obligations. Roberts Ave. Assocs. v. Sullivan, 2003 N.Y. Misc. LEXIS 901 (App. Term 1st Dept. 2003), *leave to appeal denied*, 2004 N.Y. App. Div. LEXIS 803 (1st Dept. 2004), Fleishman Realty Corp. v. Garrison, 27 Misc.3d 1202(A)(Civ. Ct. Bronx Co. 2010), *citing* 176 East 3rd St., LLC v. Wright, N.Y.L.J., January 19, 2001, at 26:5 (App. Term 1st Dept.), *citing* Llorente v. Stackiewicz, N.Y.L.J., February 22, 1995, at 31:4 (App. Term 1st Dept.).

The evaluation of a non-traditional family succession claim is not an exercise of “check[ing] off which factors [a litigant] has successfully proven....” Lamarche v. Miles, 234 N.Y.L.J. 88 (Civ. Ct. Kings Co. 2005). As 9 N.Y.C.R.R. § 2520.6 (o)(2) specifically states that no single factor shall be solely determinative, “[t]he factors listed in the statute to consider in making the determination, such as sharing expenses and intermingling finances, are merely suggestions and not requirements.” Wiener Mgmt. Co. v. Trockel, 192 Misc.2d 696, 703 (Civ. Ct. Queens Co. 2002). “It is the totality of the relationship as evidenced by the dedication, caring and self-sacrifice of the parties which should, in the final analysis, control.” Braschi, *supra*, 74 N.Y.2d at 213, 530 Second Ave. Co., LLC, *supra*, 160 A.D.3d at 163. Accordingly, the strength of the testimony of four disinterested witnesses as to the long-term romantic

partnership proves a non-traditional relationship by a preponderance of the evidence.

The testimonial evidence as such and the exhibits in evidence also show the subject premises as Respondent's only address before the Prior Tenant passed, not only for the year beforehand for several years before that.

Petitioner pointed out that Respondent signed the Prior Tenant's name to a leases up to two years after the Prior Tenant died. Such conduct can impair a landlord's ability to contemporaneously investigate a succession claim. South Pierre Associates v. Mankowitz, 17 Misc.3d 53, 54 (1st Dept. 2017). While Petitioner's argument is reasonable, such a delay is not per se prejudicial. 161 Holding v. Goris, 2017 N.Y.L.J. LEXIS 1931 (Civ. Ct. N.Y. Co.). "[N]o bright line rule or easy formula ... decid[es] these cases." Elk 300 E 83 LLC v. Dowd, 2015 N.Y. Slip Op. 32443(U)(Civ. Ct. N.Y. Co. 2015), *affirmed*, 52 Misc.3d 131(A)(App. Term 1st Dept. 2016). Rather, "the totality of the circumstances regarding a tenant's vacatur and the conduct of all parties concerned surrounding that vacatur must be taken into account." Id.

A critical, if not determinative, factor is the length of time in between a tenant's absence and a landlord's knowledge that the tenant moved out, with protracted periods of time being held to prejudice the landlord's ability to investigate a succession claim. 525 W. End Corp. v. Ringelheim, 43 Misc.3d 14, 15 (App. Term 1st Dept. 2014)(twenty years of concealment of the departure of the tenant prejudices a landlord), 366 W. 30th St., L.L.C. v. Avila, 57 Misc.3d 157(A)(App. Term 1st Dept. 2017)(sixteen years), 206 W. 104th St. LLC v. Zapata, 45 Misc.3d 135(A)(App. Term 1st Dept. 2014)(approximately fifteen years), South Pierre Assocs., *supra*, 17 Misc.3d at 53 (thirteen years), Well Done Realty, LLC v. Epps, 58 Misc.3d 160(A)(App. Term 1st Dept. 2018)(twelve years), Extell Belnord LLC v. Eldridge, 42 Misc.3d 143(A)(App. Term 1st Dept. 2014)(eleven years), E. 96th St. Co., LLC v. Santos, 13 Misc.3d 133(A)(App. Term 1st

Dept. 2006)(nine years), Third Lenox Terrace Assoc. v. Edwards, 91 A.D.3d 532 (1st Dept. 2012), Mia Terra Realty Corp. v. Sloan, 57 Misc. 3d 141(A)(App. Term 1st Dept. 2017)(eight years), BCD Delancey LLC v. Jian Gou Lin, 42 Misc.3d 132(A)(App. Term 1st Dept. 2013)(seven years), PS 157 Lofts LLC v. Austin, 42 Misc.3d 132(A)(App. Term 1st Dept. 2013)(six years). Conversely, brief periods of concealment of the departure of a tenant of record, such as fifteen months, 354 E. 66th St. Realty Corp. v. Curry, 26 Misc.3d 130(A)(App. Term 1st Dept. 2010), or two years, Riverton Assocs. v. Knibb, 11 Misc.3d 14, 15 (App. Term 1st Dept. 2005), do not prejudice a landlord's ability to investigate a succession claim.

Two years passed between January 2, 2017, when the Prior Tenant died, until January 6, 2019, when Respondent used the Prior Tenant's name in a lease renewal, an amount of time the above authority deemed to be forgivable. The predicate notice showing that Petitioner knew that the Prior Tenant was deceased is dated July 25, 2019. The record contains no information as to how or when Petitioner found out that the Prior Tenant died, and does not show how the two-year time frame between the Prior Tenant's death and the execution of the next lease with the Prior Tenant's name prejudiced Petitioner's ability to litigate this matter.

Moreover, the above case law precluding a succession claim pre-dates an amendment to the Public Housing Law in 2023 that provided that an execution of a lease by a tenant who permanently vacated an apartment does not change the date of the vacatur, Public Housing Law §14(4)(a), 9 N.Y.C.R.R. §2523.5(b)(2), a proposition which undermines Petitioner's argument. Even though Petitioner commenced this matter before the statute, the statute applied to all pending proceedings on and after its enactment. 2023 N.Y. ALS 760, 2023 N.Y. Laws 760, 2023 N.Y. Ch. 760, 2023 N.Y. SB 2980.

Accordingly, it is ordered that Respondent prevails on her defense that she is a successor

to the tenancy of the Prior Tenant. It is further ordered that as a successor, Respondent is not a licensee and the Court therefore dismisses this proceeding with prejudice.

This constitutes the decision and order of the Court.

Dated: New York, New York
May 12, 2026



HON. JACK STOLLER
J.H.C.

APPROVED
JSTOLLER, 5/12/2026, 3:35:15 PM