

Chopra v Chopra
2026 NY Slip Op 32075(U)
May 11, 2026
Civil Court of the City of New York, New York County
Docket Number: Index No. 304136/2024
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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ARADHNA CHOPRA,

Petitioner, Index No. 304136/2024

- against -

SHAMEEM CHOPRA,

DECISION/ORDER

Respondent.
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Present: Hon. Jack Stoller
Judge, Housing Court

Aradhna Chopra, the petitioner in this proceeding (“Petitioner”), commenced this proceeding against Shameem Chopra, the respondent in this proceeding (“Respondent”), seeking possession of 283 Avenue C, Apt. 12D, New York, New York (“the subject premises”) on an allegation of termination of a month-to-month tenancy by a petition that commenced on March 4, 2024. Respondent interposed a defense of succession. The Court held a trial of this matter on April 29, 2026.

Pretrial proceedings

Pursuant to CPLR §409(b), the Court had already made a summary determination that there is no dispute of fact that the parties are sisters; that the subject premises is subject to the Rent Stabilization Law; that the parties’ mother had been the Rent-Stabilized tenant of record; that the parties’ mother died in January of 2021; that the parties, both daughters of the parties’ mother, co-resided with the parties’ mother for at least two years before the parties’ mother passed; that the landlord recognized Petitioner alone as the successor to the Rent-Stabilized tenancy of the parties’ mother; and that Petitioner caused a ninety-day predicate notice pursuant to RPL §226-c to be served on Respondent on October 27, 2022.

In her submissions, Petitioner further showed the Court that Respondent, through counsel, entered into a purported “surrender agreement” on February 16, 2023. The “surrender agreement” stated, *inter alia*, that Petitioner was a Rent-Stabilized tenant of the subject premises, that Respondent was “listed on the most recent renewal lease”, and that Respondent would surrender possession of the subject premises. Petitioner showed that the parties then entered into an undated “stipulation” wherein Respondent purported to consent to a judgment in Petitioner’s favor even though there was no index number on the stipulation and the stipulation appears to have been executed before the commencement of this case, a conclusion compelled by the fact that Petitioner annexed the stipulation to the petition.

Petitioner commenced this proceeding by filing of a notice of petition and petition on March 4, 2024. By an order dated September 5, 2024, the Court vacated the purported stipulation to surrender possession of the subject premises. Respondent interposed an answer with a succession defense on November 6, 2024.

The parties stipulated into evidence two Rent-Stabilized renewal leases that the parties’ mother executed in 2018 and 2020, both of which disclosed that the parties lived in the subject premises, and the latter of which was a two-year lease that commenced on July 1, 2020.

The parties stipulated to a two-year Rent-Stabilized renewal lease that Petitioner executed on April 21, 2022, that the landlord executed on May 20, 2022, and that commenced on July 1, 2022 that listed Respondent as an occupant of the subject premises. The parties stipulated to a subsequent renewal lease that Petitioner and the landlord entered into during the pendency of this proceeding.

The trial record

Petitioner testified that she lived in the subject premises for 53 years. Petitioner testified that she spoke with her brother about the lease; that 2024 was when she first became aware that Respondent wanted to be on the lease; that she and Respondent cannot live peacefully together; and that she has renewed the lease three times since she succeeded to her mother's tenancy.

Munish Chopra ("the Parties' Brother") testified that he lives in the Bronx; that he discussed the lease; that he and the parties did not speak together; that Respondent did not want Respondent's name on the lease; that he told Petitioner that Respondent said that; that Respondent did not give him a reason at that time; that no one objected to Petitioner putting the lease in Petitioner's name; that he is unaware that Respondent wanted the lease in Respondent's name; and that later in August when he approached Respondent about the phone bill, Respondent said that Respondent's name was not on the lease because Respondent was on the Stuyvesant Town lottery.

Parties' Brother testified on cross-examination that he did not remember the date that he spoke to Respondent.

Respondent testified that she first learned that Petitioner wanted to evict Respondent by receiving a notice by email when she was in India in late October of 2022; that she returned to the United States on October 29, 2022; that she went to see the landlord the following business day after that and then a few times after that; that she spoke to two people, Yolanda and Gregory; that she told them that she would like to be on the lease; that the landlord listened to her and told her that there was nothing that they could do because Petitioner had already been made a tenant; that the landlord did not add Respondent to the lease; that she did not have the conversation that Parties' Brother testified about; that Parties' Brother asked her about being on the phone bill; that

she did not want to be on any utility bills; and that she never discussed the lease with Parties' Brother.

Respondent testified on cross-examination that she did not think about the lease because she was in shock and she was grieving; that she thought that she should talk about it with Petitioner and Parties' Brother; that the last time that she had spoken to her siblings was while driving in a car or sitting in a living room, and when the parties' mother was taken off of life support; that the siblings did not frequently get together to speak; and that she thought in her heart that her siblings and she would talk because it should be that way.

Frances Tomczyk ("Neighbor") testified that she has lived on the same floor as the subject premises for 36 years; that she is a retired teacher; that the parties were good neighbors; that she brought them baked goods when the parties' mother was dying; that she learned about this case because Respondent stopped by her to talk; that Respondent asked her to come with Respondent for moral support on November 3, 2022; that she met with someone from the law department of the landlord; that Respondent told the landlord how long Respondent had been living there; and that the landlord would not let Respondent see the lease.

Gregory Claude ("Manager") testified that he has worked for the landlord for a long time; that he used to be the administrator of leases; that is he now the case manager; that in 2022 he was a member of the legal department; that he oversaw tenant files; that he is aware of this case; that he met with Respondent two or three times; that Respondent wanted to speak about who was on the lease for the subject premises and whether she could be added; that he was aware of dynamics between Respondent and Respondent's siblings; that the landlord did not add Respondent to the lease; and that the name "Yolanda" rings a bell but she has not worked for landlord within the last couple of years.

Discussion

Respondent was the family member of a Rent-Stabilized tenant who co-resided with the Rent-Stabilized tenant for more than two years before the permanent vacatur of the Rent-Stabilized tenant. Under normal circumstances, Respondent is a textbook example of a successor to a Rent-Stabilized tenancy. 9 N.Y.C.R.R. §2523.5(b)(1). Moreover, more than one family member may succeed to a regulated tenancy, 4848 Broadway Inv. LLC v. Santana, 36 Misc.3d 155(A)(App. Term 1st Dept. 2012), M & L Jacobs, Inc. v. Del Grosso, 133 Misc.2d 542, 543 (App. Term 2nd Dept. 1986).

The expiration of the most recent lease of a deceased tenant is the occasion for a remaining family member to assert their entitlement to succession. 9 N.Y.C.R.R. §2523.5(b)(1), 245 Realty Assocs. v. Sussis, 243 A.D.2d 29, 32-33 (1st Dept. 1998). An undue delay in an assertion of a succession claim, particularly when a co-successor asserts a claim and signs eight years' worth of renewal leases, can preclude the succession. 901 Bklyn Realty, LLC v. Manigat, 239 A.D.3d 640, 642 (2nd Dept. 2025).

In this case, the parties' mother's last lease expired on June 30, 2022. Shortly before that Petitioner, and not Respondent, asserted Petitioner's succession rights, which the landlord recognized with a renewal lease commencing in July of 2022 that Respondent executed in April of 2022. The un rebutted testimony of Respondent, Neighbor, and Manager shows by a preponderance of the evidence that Respondent attempted to assert her succession claim by communicating with the landlord in early November of 2022. A delay in assertion of a succession claim for this kind of time frame does not preclude the claim. See 354 E. 66th St. Realty Corp. v. Curry, 26 Misc.3d 130(A)(App. Term 1st Dept. 2010)(a fifteen-month delay in revealing the ripening of a succession claim was not fatal to the claim).

An obvious complicating factor in this case is Petitioner's execution of a renewal lease with the landlord and the effect of Respondent's belated assertion of her claim on that lease (and, the one subsequent lease). When two family members of a departed tenant qualify to succeed to the tenancy and only one of the family members executes a succession lease, the other family member can still be deemed to succeed to the prior tenancy at the same time. MH Residential 1, LLC v New York State Division of Housing and Community Renewal, 2008 N.Y. Misc. LEXIS 8083 (S. Ct. N.Y. Co. 2008). Accord, 4848 Broadway Inv. LLC, supra, 36 Misc.3d at 155(A). The family member who asserted her claim in MH Residential 1, LLC, supra, asserted her claim within twelve months of the family member who signed the lease, rendering that precedent more apposite to this matter than the facts of 901 Bklyn Realty, LLC, supra, where the non-signing family member waited eight years.

This Court does not have the subject matter to jurisdiction to reform leases. All that this Court can do is render a determination of the cause of action of the petition, which is essentially premised on a termination of a lessor/lessee relationship or, perhaps, a sublessor/sublessee relationship. As Respondent has just as much of an entitlement to succeed to the prior tenancy as Petitioner, and as the distinction between the two was that Petitioner reached the landlord six or seven months before Respondent did, the preponderance of the evidence does not support the proposition that Petitioner was in any position to terminate a purported tenancy of Respondent.

Accordingly, it is ordered that the Court dismisses the petition, without prejudice to the positions of the parties and/or the landlord in any plenary litigation in the appropriate forum

concerning the proper identity of parties to a lease.

This constitutes the decision and order of this Court.

Dated: New York, New York
May 11, 2026



A handwritten signature in black ink, appearing to read "Jack Stoller".

HON. JACK STOLLER
J.H.C.