

608 GV LLC v Rodriguez
2026 NY Slip Op 32076(U)
May 6, 2026
Civil Court of the City of New York, New York County
Docket Number: Index No. LT-303684-25
Judge: Tashanna B. Golden
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CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK: HOUSING PART H
-----X
608 GV LLC,

Petitioner	Index No. LT # 303684-25
ORFELINA RODRIGUEZ; JOHN DOE; JANE DOE,	DECISION/ORDER
Respondent	Motion Seq. # 1
-----X	

Present: Hon. Tashanna B. Golden:

Recitation, as required by CPLR 2219(a), of the papers considered in review of Respondent’s motion for summary judgment:

Papers:
Numbers
Respondent’s Motion, Affirmation in Support, and Exhibits.....NYSCEF # 9-13
Court File.....*Passim*

Upon the foregoing cited papers, the Decision and Order on these motions are as follows:

Petitioner filed this instant Holdover proceeding on or about March 3, 2025, seeking a final judgment of possession of the premises located at 608 West 192nd Street, Apt. 4A, New York, NY 10040 (the “subject premises”) from Respondents. Petitioner predicated its Breach of Lease Holdover proceeding upon the alleged service of a Notice to Cure and a Notice of Termination. In January 2026, Respondent retained counsel and filed the herein Motion to Dismiss. Petitioner did not oppose the motion.

Respondent seeks to dismiss the proceeding under CPLR § 3211(a)(7) and Rent Stabilization Code (“RSC”) § 2524.2 alleging that the predicate notices are defective. Specifically, Respondent argues that Petitioner’s allegations about the breach of lease are vague and conclusory

and do not have the requisite specificity required in a breach of lease holdover nor a nuisance holdover.

It is well-established that “when a party moves to dismiss a complaint pursuant to CPLR § 3211 (a) (7), the standard is whether the pleading states a cause of action, not whether the proponent of the pleading has a cause of action. In considering such a motion, the court must accept the facts as alleged in the complaint as true, accord plaintiffs the benefit of every possible favorable inference, and determine only whether the facts as alleged fit within any cognizable legal theory.” (*Sokol v. Leader*, 74 A.D.3d 1180, 1181 [2d Dept. 2010] (citations omitted); see *Guggenheimer v. Ginzburg*, 43 N.Y.2d 268, 275 [1977]). Further, in evaluating the facial sufficiency of a predicate notice in a holdover proceeding, “the appropriate test is one of reasonableness in view of the attendant circumstances.” *Hughes v. Lennox Hill Hosp.*, 226 AD2d 4 (1st Dept. 1996). But “[w]hen evidentiary material is considered, the criterion is whether the proponent of the pleading has a cause of action, not whether he has stated one, and, unless it has been shown that a material fact as claimed by the pleader to be one is not a fact at all and unless it can be said that no significant dispute exists regarding it, again dismissal should not eventuate,” (*id.* at 275).

In a rent stabilized apartment, the predicate notices to recover possession must “state the ground” for termination of the tenancy, provide “the facts necessary to establish the existence of such ground, and the date when the tenant is required to surrender possession.” See RSC § 2524.2. A landlord may serve a termination notice based on a tenant's violation of a substantial obligation of their tenancy after providing the tenant with a written ten-day notice to cure the alleged violation. See RSC§ 2524.3(a). The purpose of requiring predicate notices to state the “facts necessary to establish the existence” of the grounds is to “ensure[] that a tenant will be informed

of the factual and legal claims that he or she will have to meet and enables the tenant to interpose whatever defenses are available." *Bellstell 140 East 56th Street, LLC v Layton*, 180 Misc 2d 25, 27 (Civ Ct, New York County 1999), citing *MSG Pomp Corp. v Jane Doe*, 185 AD2d 798, 800, (1st Dept. 1992).

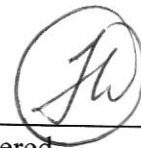
"[T]he appropriate standards for assessment of the adequacy of notice is one of reasonableness in view of all attendant circumstances." *See Hughes v Lenox Hill Hosp.*, 226 AD2d 4, 17, (1st Dept 1996). "A predicate notice in a holdover summary proceeding need not lay bare a landlord's trial proof and will be upheld in the face of a jurisdictional challenge where. . . the notice is as a whole sufficient adequately to advise . . . tenant and to permit it to frame a defense." *See McGoldrick v DeCruz*, 195 Misc 2d 414 (App Term, 1st Dept. 2003), quoting *Rascolf/Zsyblat Org., Inc. v Directors Guild of AM, Inc.*, 297 AD2d 241, 242, (1st Dept 2002) (internal quotation marks omitted). However, a predicate notice that is not sufficiently particularized and is found to be "too generic and conclusory" does not satisfy the requirements for notices under the RSC and will lead to dismissal of the proceeding. *See London Terrace Gardens, L.P. v Heller*, 40 Misc 3d 135(A) (App Term, 1st Dept 2009); *157 Broadway Assoc., LLC v Berroa*, 62 Misc 3d 136 (A) (App Term, 1st Dept 2018) (dismissing a nuisance proceeding where the predicate notice did not contain any facts to support "broad, unparticularized allegations [that] were too generic and conclusory" to support nuisance holdover "with sufficient detail to have allowed tenant to prepare a defense...)(internal citations omitted). Indeed, allowing such notices would "undermine" the "salutary purpose" of the RSC "to discourage baseless eviction claims founded upon speculation and surmise, rather than concrete facts." *See Heller*, 40 Misc 3d 135(A) at *1.

Here, the Notice to Cure alleges that the Respondent is in breach of the lease and that they have caused a nuisance.¹ The Petitioner does not specify which term of the lease is in breach nor does it specify any dates or times that the alleged conduct took place. Petitioner merely attaches two photographs which are undated stating that the Respondent is the one smoking in them and the police presence is as a direct result of the Respondent's actions.² Petitioner continues to make other allegations of the Respondent being "observed" partaking in objectionable conduct but without any specific dates or times.³ In the Notice of Termination, Petitioner merely states that the Respondent has failed to cure but does not specify which new objectionable conduct led the Petitioner to believe that the conduct persists.⁴ This is insufficient as a matter of law.

Therefore, the Court finds that Petitioner has not pled the objectionable conduct with enough specificity to establish that the Respondent has breached the lease which is required under RSC § 2524.2 to commence a breach of lease or nuisance holdover. As predicate notices cannot be amended, *Chinatown Apartments Inc. v Chu Cho Lam*, 51 NY2d 786 (1980), Respondent's Motion to Dismiss is GRANTED and the matter is DISMISSED without prejudice.

The foregoing is the Decision/Order of this court.

Dated: May 6, 2026
New York, New York



So Ordered
Hon. Tashanna B. Golden
Judge, Housing Court

Hon. Tashanna B. Golden
Judge, Housing Court

¹ See NYSCEF Doc # 1 pgs 7-11

² *Id*

³ *Id*

⁴ See NYSCEF Doc # 1 pgs 4-6

CHECK ONE:

MOTION SEQ. #:

CHECK IF APPROPRIATE:

☒	CASE DISPOSED				NON-FINAL DISPOSITION		
☒	GRANTED	☐	DENIED	☐	GRANTED IN PART	☐	OTHER
☐	JUDGMENT	☐	SPS	☐	DECISION RESERVED	☐	SUBMITTED
☐	WITHDRAWN			☐	DEFAULT	☐	STAY CASE
☐	ADJOURNED: ALL PURPOSES			☐	ADJOURNED: SUBMISSION	☐	ADJOURNED: TRIAL
☐	ADJOURNED: HEARING			☐	ADJOURNED: INQUEST	☐	
☐	TRANSFER/REASSIGN			☐	GAL APPOINTMENT	☐	

NOTES

Case Dismissed.