

22 Chapel Master Tenant LLC v Hilton
2026 NY Slip Op 32100(U)
June 1, 2026
Civil Court of the City of New York, Kings County
Docket Number: Index No. LT-322798-25/KI
Judge: Enedina Pilar Sanchez
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Civil Court of the City of New York
County of Kings, Part S

Index # **LT-322798-25/KI**



22 CHAPEL MASTER TENANT LLC

Petitioner(s)

-against-

Decision / Order

Motion Seq: 1 and 2

TYENASIA HILTON,

"John" "Doe"; "Jane" "Doe"

Respondent(s)

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

Papers	Numbered
Notice of Motion and Affidavits/Affirmations annexed	NYSCEF 7-11
Cross-motion and Answering Affidavits/Affirmations annexed	NYSCEF 15-20
Answering and Reply Affidavits/Affirmations annexed	NYSCEF 21-23

Upon the foregoing cited papers, the Decision/Order on the motion/cross-motion is as follows:

In this nonpayment proceeding Petitioner seeks possession of the premises located at 22 Chapel Street, Apt 5I, Brooklyn, NY 11201. Both sides are represented by counsel, and an answer has been filed. Before the court is Respondent's motion (seq 01) to dismiss the proceeding pursuant to CPLR §§ 3211(a)(1) and (7) for failure to state a cause of action alleging the rent demand is fatally defective pursuant to RPAPL § 711(2); or, in the alternative, leave pursuant to CPLR § 3025(b) to interpose an Amended Answer. Petitioner opposes and cross-moves (seq 02) to amend the nonpayment petition, pursuant to CPLR 3025 (c), seeking to conform it to the evidence presented for all rent due through the date of the motion.

Regardless of which subsection of CPLR § 3211(a) a motion to dismiss is brought under, the court must accept the facts alleged in the pleading as true, afford the non-movant the benefit of every possible inference, and determine only whether the facts as alleged fit within any cognizable legal theory (see *Goshen v Mutual Life Ins. Co. of N.Y.*, 98 NY2d 314 [2002]; *Leon v Martinez*, 84 NY2d 83 [1994]). "Whether a plaintiff can ultimately establish its allegations is not part of the calculus in determining a motion to dismiss." *EBC I, Inc v Goldman Sachs & Co* (5

NY3d 11, 19 [2005]).

This court first addresses Respondent's CPLR § 3211 (a)(7) argument. Under CPLR § 3211 (a)(7), the motion must be denied if from the pleadings' four corners "factual allegations are discerned which taken together manifest any cause of action cognizable at law" (*511 West 232nd Owners Corp. v. Jennifer Realty Co.*, 98 N.Y.2d 144, 152 [2002], citing *Guggenheimer v. Ginsburg*, 43 N.Y.2d 268, 275 [1977]). Where a predicate notice is a required condition precedent to a holdover proceeding, it must meet the applicable standards of sufficiency; if not, the proceeding must be dismissed for failure to state a claim under CPLR R 3211(a)(7) as predicate notices are not amendable. (See, *Chinatown Apts Inc v Chu Cho Lam*, 51 NY2d 786 [1980]). A demand that "fail[s] to properly set forth the approximate good faith amount of rent owed" is defective. *Dendy v. McAlpine*, 27 Misc 3d 138(A) [App. Term, 2d, 11th, & 13th Jud. Dists. 2010]. "[W]here a rent demand includes additional charges outside of rent," courts have found that "the requirements of RPAPL § 711 have not been met." *Meisels Family, Inc. v. Crittleton*, 78 Misc.3d 1236(A) [Civ Ct Kings Co. 2023].

Here, the rent demand informs the reader that "[t]he total amount of \$7,503.81 is due: for rent from December 1, 2024 to July 31, 2025*." The rent demand then directs the reader to "** SEE ATTACHED LEDGER *." The attached ledger provides that \$8,569.85 is owing through July 2025. The attached ledger also includes a Security Deposit charge, a "move in charge," monthly electric charges, late fee charges, and a lockout fee. Respondent argues, inter alia, that these charges constitute fees that Petitioner may not seek in this proceeding and therefore the rent demand is defective.

Petitioner, in opposition, argues that the rent demand does specify the months for which rent is due, i.e. from December 1, 2024 to July 31, 2025. The rent demand does not include any

non-rent charges and that although the ledger attached to the rent demand includes other charges payable by Respondent pursuant to the lease, Petitioner does not seek any non-rent charges, neither does the \$7,503.81 amount in the rent demand include any non-rent charges. Petitioner argues that the ledger attached to the rent demand specifically outlines the different charges as different line items.

Respondent's motion is granted, and the proceeding is dismissed. The Rent Demand does not itemize what months are owed. Instead, the Rent Demand merely cites a total dollar amount, a range of dates and refers the reader to an attached rent ledger, which contains numerous fees and a different amount owing. "Rather than explaining what rent is owed, the Rent Demand merely points the reader to another document and directs the reader to make their own calculations. Respondents, their counsel and the court should not sifter through years of credits and debits to figure out what rent is outstanding. The Rent Demand is a document which should apprise one of the claims against them and should be clear enough to formulate a defense, which this Rent Demand does not. In effect, the Rent Demand impermissibly shifts the burden to Respondent and the court to then calculate what rent is owed." *Williamsburg Hous. Preserv. LP v Khan*, 86 Misc 3d 1213(A) [Civ Ct Kings Co. 2025]; see also *London Terrace Gardens v Stevens*, 159 Misc 2d 542 (Civ Ct NY Co.1993) (The purpose of [rent demand] is not only to inform the tenant that in the absence of payment of the demanded amount or surrender of the premises, legal proceedings will be instituted, but also to allow the tenant to remedy any default in payment, thus avoiding litigation and possible eviction.)

All other relief requested has been considered and is denied as moot.

This decision/order will be filed to NYSCEF.

This constitutes the decision/order of this court.

June 1, 2026

DATE _____

APPROVED

epsanchez , 6/1/2026, 1:45:46 PM

HON. ENEDINA PILAR SANCHEZ, J.H.C.

CHECK ONE:

MOTION SEQ. #: 01, 02

CHECK IF APPROPRIATE:

NOTES

x	CASE DISPOSED		NON-FINAL DISPOSITION	
x	GRANTED	x	DENIED	OTHER
	JUDGMENT		SPS	SUBMITTED
	WITHDRAWN		DECISION RESERVED	STAY CASE
	ADJ: ALL PURPOSES		DEFAULT	ADJ: TRIAL
	ADJ: HEARING		ADJ: SUBMISSION	
	ADJ: INQUEST		GAL APPOINTMENT	
	TRANSFER/REASIGN			

Seq 01 granted, Seq 02 denied- Case dismissed