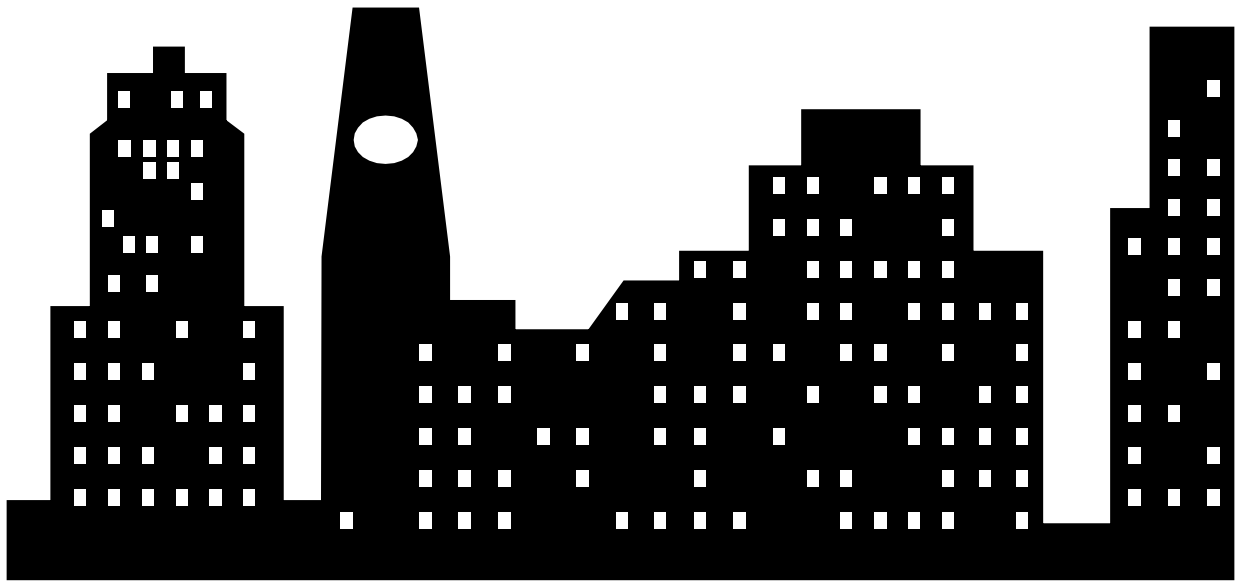


A LANDLORD'S GUIDE TO THE NEW YORK CITY HOUSING COURT



*Honorable Fern A. Fisher
Administrative Judge
Civil Court of the City of New York
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How Can This Guide Help Me?



The Housing Part of the New York City Civil Court was established in **1973** to enforce State and local laws regulating housing maintenance standards in New York City. As such, lawsuits to collect rent, evict people or enforce state and local laws regarding housing conditions are brought in Housing Court. This is a Guide for landlords to the Housing Part of the Civil Court of the City of New York, more commonly known as the Housing Court.

This Guide can help you to understand the kinds of cases (lawsuits) you can start against a tenant and what you can do if a tenant brings a case against you. Not all housing problems can or should be solved in the Housing Court. Many problems can be solved by talking with your tenant.

Even if you do not have a problem with your tenant, this Guide gives basic tips to help prepare you for common **questions or difficulties** that can arise in a landlord-tenant relationship. This Guide discusses the most common types of court procedures and situations that arise in Housing Court. No Guide, including this one, can cover every landlord's case. However, it will be helpful to know how to pursue your legal remedies against a tenant if you are unable to retain an attorney. In addition, it will be helpful to understand what is required of you by the law as a landlord. This Guide will also discuss what happens if a tenant or group of tenants brings a case against you for repairs.

This Guide **is not a substitute for a lawyer**. If you do not have a lawyer but the tenant does have a lawyer, you will probably be at a disadvantage. In addition, if you fill out legal papers by yourself, there are many mistakes that can be made. If a mistake is made, the case may be dismissed and you will be forced to start the whole process over again. If you would like further information, you may go to the "Resource Center" located in the Housing Court in each borough. At the Resource Center, you will find written information and videos, as well as Housing Court Counselors, who are attorneys employed by the court. These attorneys cannot give you legal advice, but they can give you important and helpful information about how to fill out forms and what may happen when you go into the courtroom. In addition, Volunteer Lawyers, who may be able to give you legal advice, are available in the Resource Center.

What Kind of Cases (Lawsuits) Are Brought in Housing Court?



Cases brought by tenants. There are three main types of cases a **tenant** may bring against you:

1. **Illegal Eviction proceedings.** The tenant asks the court to order the landlord to let the him/her move back into the apartment if the tenant was illegally evicted.

It is illegal to lock a tenant out of an apartment without bringing a proceeding in Housing Court. However, there are special exceptions involving orders of protection and squatters/licensees who have not lived in the apartment longer than 30 days and from whom you have not accepted any rent. You should consult an attorney before attempting to lock someone out of an apartment. If the landlord locks someone out of an apartment whom you have accepted as a tenant, without coming to Housing Court, there may be liability for triple the damages the tenant has suffered as a result of the lockout. There may also be liability for damages for wrongfully removing possessions.

2. **Housing Part (“HP”) proceedings.** The tenant asks the court to order the landlord to make repairs in the apartment or building.
3. **7A proceedings.** One-third or more of the tenants in a building with six (6) units or more asks the court to take control of the building away from the landlord and give it to a court-supervised administrator. If the tenants win, an administrator is appointed and collects the rent and makes repairs.

Cases brought by landlords. There are two types of cases a **landlord** can bring against a tenant:

- 1 **Nonpayment cases.** The landlord claims the tenant owes rent. The landlord sues to collect the overdue rent and to evict the tenant if the tenant does not or cannot pay the money.
- 2 **Holdover cases.** The landlord wants the tenant evicted for other reasons besides nonpayment of rent. For example, if the tenant has violated a lease provision, illegally put others in the apartment, has become a nuisance to other tenants, or is staying after a lease has expired, the landlord may bring a holdover case.

Cases brought by apartment roommates.

Holdover cases. If a roommate is not named on the original or subsequent lease, generally, the named roommate can bring a holdover action to evict the non-named roommate from the apartment.

What Happens in A Non-Payment Case?



A nonpayment case is brought by the landlord to collect unpaid rent. A tenant may be evicted for non-payment of rent.

The demand for rent. Before you can sue the tenant, you must demand the overdue rent from the tenant and warn the tenant that if the rent is not paid, the tenant may be evicted. You may tell the tenant personally or make your demand in writing. However, if the Lease requires the warning be in writing, you must make your demand in writing.

There is a Blumberg legal form, which you can buy at a legal stationary store, number B119, which you can use to make your rent demand. The warning must be delivered at least three (3) days before you can utilize court papers to start your case.

Delivery of Court Papers. If the tenant does not pay the rent after the demand is made, the landlord may file a nonpayment petition (sometimes called a “dispossess”) against the tenant in Housing Court. First, you will need to obtain the following Blumberg legal forms at a legal stationary store:

1. T206D (Petition),
2. T207D (Notice of Petition)
3. T206DC (Service copies)
- T216 (postcard).

Fill out the forms and make photocopies. Bring the forms to the Landlord-Tenant Clerk’s Office to the cashier’s window where you will buy an index number for **\$45.00**. You can pay by cash, certified check or money order. If you do not pay by cash, make the money order or certified check payable to the *Clerk of the Civil Court*.

The clerk will stamp the index number on your original forms and will keep the Petition (T206D). The clerk will give you back the Notice of Petition (T207D) with the index number stamped on the front.

After you buy the index number, you must make sure the tenant receives a copy of the Notice of Petition (T207D) and the Petition (T206D)

The copies of the original T207D and T206D must be served upon the tenant properly. (*See **How Are Legal Papers Served?** on page 7*). Make sure you either write in the index number on your photocopies or make photocopies of the forms after they have been stamped.

You must bring back the original Notice of Petition (T207D) with the notarized affidavit of service on the back filled out by **a process server or friend**. In addition, you will need to bring the stamped postcard so that the court can mail it to the tenant. After the tenant answers, you will receive a postcard from the court stating the date, time, and place of your court hearing. If the tenant does not answer, and the rent is still not paid, you can apply for a default judgement.

What Happens in A Holdover Case?



A holdover case is brought by the landlord to evict a tenant or a person in the apartment who is not a tenant for reasons other than simple nonpayment of rent. A holdover case is much more complicated than a nonpayment case.

The information given below is very general and there can be a number of differences in individual cases. In addition, this guide does not include information on how to bring a holdover against a rent controlled or rent stabilized tenant. The help of a lawyer is **recommended** in holdover cases.

To begin a holdover case, you must purchase the following Blumberg legal forms in a legal stationary store:

- B307 (Notice of Termination),
- X210 (Petition),
- X210C (Service Copies)
- X211 (Notice of Petition),
- And T216 (Postcard).

Fill out B307. B307 is a 30 day or 10-day notice to leave the apartment. For example, a 30-day notice is for a tenant who pays rent. While a 10-day notice is for someone you allowed to stay with you without paying. Generally, a person so situated is called a “licensee,” or a “squatter” who came

in without permission and did not pay any rent.

After you have filled out form B307 (Notice of Termination) you should make photo copies of the completed form.

You must keep the original B307 (Notice of Termination) for yourself. Have a friend or licensed process server deliver the copies to the tenant (See *How Are Legal Papers Served?* on page 7). The 30-day notice must be served on the tenant before the beginning of the next “rental term.” A rental term is the time beginning the day the tenant is supposed to pay the rent and ending the day before the next rental payment is due.

For example, if the tenant is supposed to pay the rent on the first of each month, the rental term could be from June 1 to June 30 or July 1 to July 30. So for the notice to run from July 1 to July 31, you must be sure that the notice is served before July 1. If you are using the 10-day notice for a licensee or squatter, you can serve it at any time.

If the notice time has passed and the tenant or licensee is still in the apartment, you may begin the court proceeding to evict the tenant or licensee. Fill out the rest of the forms and make a copy of the completed X210 (Petition). Bring all the forms, including the original B307 (Notice of Termination), to the cashier in the Landlord-Tenant Clerk’s Office. You must buy an index number for \$45.00. You may pay by cash, certified check or money order. The certified check or money order should be payable to the *Clerk of the Civil Court*. The clerk will stamp an index number on your original papers.

Someone on behalf of the landlord must give the tenant a copy of X210 (Petition) and X211 (Notice of Petition) **after** you buy an index number. **Note:** on form X211 (Notice of Petition), you must choose the court date when you and the tenant will meet in court. A Landlord/Tenant clerk will give you the courtroom number and the assigned time for you to fill out on the papers.

The copies of X210 (Petition) and X211 (Notice of Petition) must be served not less than five calendar days and not more than twelve calendar days from when you will come to court together. The clerk will give you back X211 (Notice of Petition) with the index number stamped onto it and the date of the hearing.

Make copies of X211 (Notice of Petition) with its new index number and serve the tenant with the copies of both X210 (Petition) and X211 (Notice of Petition) (See *How Are Legal Papers Served?* on page 7). You will need to bring back to the clerk the original X211 (Notice of Petition) with the notarized affidavit of service on the back filled out by your friend or process server. In addition, you will need to bring the stamped postcard so that the court can mail it to the tenant.

How Are Legal Papers Served?



There are only three ways to deliver or “serve” a notice of petition and petition in nonpayment and holdover cases. Usually, a rent demand, a notice of termination and a notice to quit **should** be served in one of these three ways too.

As a landlord, you must get a friend or a licensed process server to give the papers to the tenant. You **cannot** serve the tenant yourself. However, you may accompany a friend who **does not** have an interest in the case to serve the tenant. Your friend must be more than 18 and may not have served more than five legal papers in a year to be able to serve your papers.

- ***Personal Delivery.*** Your friend or process server must first try to give the papers to the tenant personally. If your friend or process server goes to the tenant’s house and the tenant answers and takes the papers, service is done. Your friend or process server must fill out the affidavit of service on the back of the original form, to swear that the papers were given to the tenant. The affidavit must be notarized.
- ***Substituted Service.*** If when your friend or process server goes to the tenant’s apartment, the tenant is not home, your friend or process server can give the papers to a person of “suitable age and discretion” who also lives in the apartment. By the next day, excluding weekends and certain holidays, two more copies of the papers must be mailed to the tenant, one by regular mail and one by registered or certified mail. Your friend or process server must fill out the affidavit of service on the back of the original form, and swear that the papers were given to a person of “suitable age and discretion.” The affidavit must be notarized.
- ***Conspicuous Place Service (“Nail and Mail”).*** If your friend or process server goes to the tenant’s apartment and nobody answers, your friend or process server must try again. If the first attempt was made during working hours, the second attempt must be made during non-working hours. On the second attempt, if nobody answers at the tenant’s apartment, your friend or process server may leave a copy of the papers attached to the door or under the door. By the next day, excluding weekends and certain holidays, two more copies of the papers must be mailed to the tenant, one by regular mail and one by registered or certified mail. Your friend or process server must fill out the affidavit of service on the back of the original form, swearing that the papers were left at the door. The affidavit must be notarized.

What Do I Do If the Tenant Claims Improper Service?

If the tenant claims that the papers were not served properly, the Judge may decide to set a date for a hearing, called a “traverse hearing.” Your friend or professional process server may be asked to tell under an oath how the papers were served. The Judge may inspect the affidavit where your friend or professional process server swore that the papers were served.

You will have the right to ask the process server questions and call witnesses, including yourself, if you were present, to explain how the papers were served. The Judge will decide whether the service of the court papers was proper. If the service was not proper, then the case will be dismissed and you will have to start again from the beginning.

What Do I Bring to Court to Prove My Case?

You will need to bring all evidence necessary to prove your claim or your defense when you come to court. Anything that will help prove the facts in dispute should be brought to court. Original documents, including written agreements, leases, receipts, and photographs will be required, if available. Any documents from public or government agencies must be certified by the agency producing the document.



You should bring any or all of the following that apply to your case:

- original or certified copy of the deed to the building
- the lease for the party you are suing if there is a lease
- certified copies of registration statements (e.g., DHCR rent and building registration, multiple dwelling registration statement)
- record keeping books or computer rent printouts
- any other documents relevant to the claims you are making
- witnesses (e.g., if conditions are an issue in your case, you should bring a superintendent or mechanic who can testify as to attempts to gain access or attempts to repair conditions in the apartment; or a witness who saw certain behavior which you would like to present to the court).

A witness must appear in person. A signed and notarized statement **cannot** be used in the place of live testimony and is not admissible as evidence in your case.

If you are unable to obtain a document you need or if a witness refuses to appear in court to testify, you may ask for a subpoena in the Landlord/Tenant Clerk’s office. A subpoena is a document that orders someone, including a City agency, **to appear** or, to produce a written document or record in

court. You **must** apply for a subpoena no later than 48 hours before the trial date. You can obtain information on subpoenas from a Resource Center.

You will be expected to have all of your evidence and witnesses in court on the day the case is scheduled for a trial. If you do not have a necessary document or witness, your case may be dismissed and you will have to start again from the beginning. Or, if you are the respondent in the case, you could lose the whole case just because you did not appear.

What Do I Do When I Go Before the Judge?



Get to court early! Leave plenty of time to get through security at the entrance of the courthouse. On your first court date, you must be in the courtroom that was **listed on the postcard you received** (in a nonpayment case) or that you filled in on the Notice of Petition (in a holdover case). The first courtroom you go to is usually called a “Resolution Part” in every borough **except** Staten Island.

What is a Resolution Part?

A Resolution Part is a courtroom where the landlord and tenant have a chance to discuss and try to settle the case. There are Resolution Parts in every borough **except** Staten Island. In Staten Island, housing cases are all listed on one calendar in **Part Y** and are generally handled by one judge from settlement through trial.

The Resolution Part has a Housing Court Judge, two court attorneys, a court clerk, and a court officer.

What Should You Do When You Go to the Resolution Part?



- Find your name on the calendar, usually posted in the hallway outside the courtroom.
- Write down the calendar number of your case.
- Tell the court clerk that you are the landlord.
- If you do not have an attorney, let the clerk know that you are not represented by an attorney.
- Ask the court clerk if you also have to check or circle your name on a list of cases.
- Be seated in the courtroom or stay near the courtroom so you can hear when your case is called.
- Silence is required in the courtroom.
- You are free to try to settle the case with the other side, but you do not have to speak with the other side without the Judge or the court attorney being present.
- If your tenant does not have an attorney and both of you want to try to mediate your case, you can ask that the case be sent to a Housing Court Mediator. (Mediation is not available in all boroughs). With the help of a mediator, you and your tenant may be able to reach a settlement, which will be written in a document called a **“Stipulation of Settlement.”** (See **“What About Settlements and Stipulations?”** on page 12). A Judge will always review the Stipulation of Settlement after mediation.
- If you want to have the court attorney try to settle your case or you want to speak with the Judge, let the court clerk know; otherwise, you might have to wait unnecessarily for your case to be called.

What Should You Do When Your Case Is Called?

- Each case will be called by the Judge, clerk, or the court attorney.
- When your case is called, both sides will meet with the Judge or the court attorney.
- Your petition that you filed should be part of the court’s file. You should bring your own

copies as well as any other evidence you need to prove your case. (See *What Do I Bring to Court to Prove My Case?* on page 8).

- If you need time to get an attorney or you do not have a document you need, you may ask for an “**adjournment**” (to come back on a later date).
- If there have been two adjournments at the request of the other side or the case has been in court for more than 30 days, you may ask the Judge to make the tenant deposit the rent you claim is owed from the date the notice of petition and petition were served.
- If you are not able to settle your case with the tenant before being called by the Judge or the court attorney, tell the Judge or court attorney your side of the case and whether you disagree with something the other side says. Sometimes the Judge or the court attorney is able to help you and your tenant reach an agreement.
- If you are able to settle your case with your tenant either before or after you meet with the Judge or court attorney, a Stipulation of Settlement will be written. (See “*What About Settlements and Stipulations?*” on page 12).

What If the Case Is Not Settled?

- The case will be sent to a different courtroom (except in Staten Island), called a “Trial Part,” for a trial on that day or be scheduled for trial on another day. In some boroughs a court employee called an Expeditor is responsible for determining what court date is available for trial and which Trial Part will be the first available to try your case.
- At a trial, you will have to prove your case and respond to any defenses or claims of the tenant. (See “*What Do I Bring to Court to Prove My Case?*” on page 8 and “*What Happens if I Go to Trial?*” on pages 13-15).

What If the Case Is Adjourned or Scheduled for Trial on Another Date?

- Be sure to come back to Court on the **newly scheduled date**. Go to the room you were told to go to by the Court or the Expeditor. On your return, follow the same instructions given above, in the section entitled “**What Should You Do When Your Case Is Called?**” on page 10. **Be sure** to check your name on the calendar and check in with the court clerk.
- If the case has been adjourned for trial, be sure that you come back to Court with all of your evidence and witnesses. (See “*What Do I Bring to Court to Prove My Case?*” on page 8).
- If you get any papers from the tenant or from the Court that tell you to come back to Court on a different date, do not ignore them. Be sure you go back to Court on that date.
- It is important that you read any papers that you receive because you may have to respond to them before you go back to court.
- If you have any questions about the papers or about what will happen when you go back to Court, you may speak to an attorney in the Resource Center or Clerk’s Office. The attorney is called a “Housing Court Counselor or Pro Se Attorney.”

What About Settlements and Stipulations?

Most cases in Housing Court are settled, meaning you and the tenant come to an agreement which is written down, signed by the Judge, and must be followed by both sides. When you sign a Stipulation of Settlement, you are making a binding legal agreement that must be followed. Therefore, be very careful to read the agreement, understand it, and be certain that you will be able to do everything you have promised. The court attorney can explain any details in the Stipulation of Settlement that you do not understand. **If you have questions or doubts, you have the right to ask to speak to the Judge, who must approve your Stipulation of Settlement.**

Nonpayment Cases

- In a nonpayment case, the tenant has a right to ask for repairs in the apartment, if they are necessary. However, if the tenant has not complained prior to the present case before the court; or the tenant has denied the landlord access to repair; or the requested repairs are not violations of the Housing Maintenance Code; then the landlord may negotiate not to have the rent payment contingent upon the repairs being completed.
- The landlord can work with the tenant to come up with a fair payment plan and do any necessary repairs.
- The landlord may negotiate an agreement that provides that you have to come back to the judge to get a final judgment and a warrant if the tenant does not comply with the stipulation. Or, the stipulation could provide for a final judgment that would not require the landlord to come back to the judge to seek a warrant of eviction. What a stipulation provides will depend on what the parties negotiate and the facts of the particular case.

Holdover Case

- In a holdover case, you are not required to give up any payment that the tenant will owe for the months that they live in your apartment. The maximum amount of time a tenant can stay in an apartment where they have no legal right to stay (i.e., in a non-rent stabilized or rent controlled apartment where there is no lease or the lease has expired) is six months. Sometimes, however, if it means that the tenant will leave faster or there are repair issues, it may be reasonable to negotiate lowering the amount of use and occupancy during the holdover period.

What Happens If I Go to Trial?



When you enter the Trial Part courtroom, tell the court clerk or the court officer your name and the name of your case. If there is space in the courtroom, wait there to see how other tenants and lawyers talk to the Judge, try to settle cases, or actually do a trial or hearing.

When your case is called, answer “landlord” and go before the Judge. If you need more time to get your documents or witnesses you will need for the trial, you can ask the Trial Part Judge to put off your case. But, this may be very hard to do since cases that are sent to the Trial Part are supposed to be ready to go to trial. (See *“What Do I Bring to Court to Prove My Case?”* on page 8 regarding some of the evidence you may need at trial). If you are not ready to proceed with all of your documents and witnesses, the Judge may dismiss your case and you will have to start all over again.

The Judge will ask you and the tenant some questions and may again try to settle the case. If you do not settle the case and both sides are ready, the Judge will probably proceed with a trial of your case that day.

It is important to remember that during the trial, you should not argue with or address your objections, comments or arguments to the tenant. Everything should be addressed to the Judge in an effort to convince the Judge to decide in your favor. In the same way, the tenant should address his or her arguments, comments or objections to the Judge rather than to you.

In addition, neither you nor the tenant should interrupt each other unless you are making an objection during the trial. Finally, although you might get frustrated or upset during the trial because of something that happens, you should remember that shouting or talking in a way that might be seen as disrespectful will not help your case. Try to remain calm and courteous while you tell your story to the Judge in a clear and persuasive way.

At trial, the landlord’s case is usually presented first, unless the tenant has started the case. All of your witnesses will be asked to swear or affirm that they will tell the truth. What the witness says to the court is called **“testimony”**. You may want to testify as a witness. When you want to tell something to the Judge or present your side, then you are a witness for your case and you will request that you take the stand. You will be asked to swear or affirm that you will tell the truth. Since you are not a lawyer, you should simply tell the Judge the facts of your case in a simple, straightforward way. You will be able to tell your side and present all the evidence you need to prove your case (See *“What Do I Bring to Court to Prove My Case?”* on page 8).

During the presentation of the landlord’s case, the tenant can **“object”** to questions that are being asked of a witness. The tenant can object to documents you are asking the Judge to review. If a witness does not have personal knowledge of something he or she is talking about, but is only repeating what someone else told him or her, that testimony is not allowed because it is “hearsay.” If a government document is not certified or if it is not an original or has been changed, it may not

be acceptable. Also, if the document or testimony of a witness is irrelevant and has nothing to do with the court case, the tenant can successfully object. You may not introduce written statements from absent witnesses, even if they are notarized. After your witnesses finish testifying, the tenant can ask your witnesses questions about their testimony. That is called “cross examination.”

After your case is over, the tenant will have a chance to present his or her case. The tenant may testify and present other witnesses or evidence to the Judge. The same rules that apply to you apply to the tenant. If the tenant attempts to present any information that you think is not allowed, you may raise your concern by saying “objection.” The Judge will then decide whether or not to see the document or hear the evidence. If there is something you do not understand, ask the Judge to explain it to you. Although the Judge cannot give you legal advice, the Judge will explain procedure and rules that must be followed during your trial.

In nonpayment cases:

- If the Judge finds that the tenant owes rent, the Judge will issue a judgment in your favor. The Judge will give the tenant five days to pay that amount. If the tenant pays the full amount within the five days, the case is over. You must accept the rent money within the five days.
- If the rent money is not paid within the five days, you may have a City Marshal ask for a warrant of eviction to evict the tenant from the apartment. You can find a listing of City Marshals in the yellow pages of the telephone book. You may not evict the tenant by yourself. New York law requires that a City Marshal carry out the eviction. The Marshal will serve the tenant with a Marshal’s notice of eviction (formerly called a 72 hour notice of eviction).
- When the City Marshal serves the tenant with a warrant of eviction, the tenant may come back to the court to ask for more time. If this happens, you will be served with an “Order to Show Cause” (See “*What is an Order to Show Cause?*” on page 15). The Order to Show Cause will tell you to come back to court on a specific day. **Make sure you appear on the date specified**; otherwise, the tenant may be able to prolong the eviction and you **may** have to get a new warrant of eviction all over again.

In Holdover Cases:

- If the Judge finds that you have proven your case, the Judge may give the tenant some time to leave or time to cure. However, the tenant will have to pay rent (called “**use and occupancy**”) or otherwise be evicted earlier. When the tenant’s time is up, if they have not moved, you may obtain a warrant of eviction from a City Marshal. You can find a listing of City Marshals in the yellow pages of the telephone book. You may not evict the tenant by yourself. New York law requires that a City Marshal carry out the eviction.

- When the City Marshal serves the tenant with a warrant of eviction, the tenant may come back to the court to ask for more time. If this happens, you will be served with an “Order to Show Cause” (See “*What is an Order to Show Cause?*” below). The Order to Show Cause will tell you to come back to court on a specific date. Make sure you appear on that day; otherwise, the tenant may be able to prolong the eviction and you **may** have to get a new warrant of eviction all over again.

You may obtain information on how to obtain a warrant of eviction and about City Marshals from a Housing Court Counselor.

What Are the Types of Cases the Tenant Can Start Against a Landlord?

HP Proceedings.

If an apartment needs repairs, a tenant may bring an HP case (“H” for Housing and “P” for Part). The tenant will fill out papers which explain what needs to be repaired in the apartment and public areas of the building. A housing inspector may be asked to visit the building. In addition, more than one tenant can join together to get repairs done by either bringing an HP proceeding together or utilizing the Department of Housing Preservation and Development (“HPD”) Tenant Assistance Unit.

7A Proceedings.

If the building has serious problems, such as frequent lack of heat **or** hot water, or lack of basic maintenance or services or if a landlord is harassing tenants, the tenants can get together to bring a 7A proceeding. At least one- third of all the tenants in the building must agree to bring the 7A proceeding.

In a 7A proceeding, the tenants in a building ask the court to remove the landlord as active manager and to appoint an administrator, who is supervised by the court. The Administrator will collect the rent monies and use them to make repairs and to put the building back in shape. The landlord keeps legal ownership, but no longer has the power to operate the building. If the 7A administrator succeeds in repairing the building, the court can give control of the building back to the landlord.

Illegal Lockout Proceedings.

The tenant, who has been locked out of an apartment illegally or without a City Marshal, brings a case which goes directly to a trial judge. A tenant usually can get a court hearing the next day after getting the papers for the illegal lockout proceeding.

What is an “Order to Show Cause?”



An “**Order to Show Cause**” is a way for either a landlord or a tenant to get another court date for a specific reason. For example, you may have made an agreement (or stipulation of settlement) in court where the tenant agreed to pay rent by a certain date and you agreed to repair building violations. If the tenant did not pay, you can ask the court to put your case back in front of the Judge to make the tenant pay or, in the alternative, to ask for an eviction. To get the Order to Show Cause, you should go to the Landlord-Tenant Clerk’s office and ask the clerk for an Order to Show Cause. Write down why you want to come back to court. You should explain why you want to come back, and make sure you indicate in writing that you are the Landlord, so the Court knows who is seeking relief.

Likewise, if you didn’t do repairs, the tenant can ask for an Order to Show Cause seeking to enforce the agreement. In addition, if you have had a City Marshal serve a notice of eviction on a tenant, the tenant may seek to stop the eviction pending a new court date. The tenant would have to ask the Court for an Order to Show Cause to get a new court date before being evicted. If the Judge decides that the tenant has a good reason, the Judge will sign the Order to Show Cause and you will be served a copy which tells you which date to come to court. You must appear at the court hearing; otherwise, the tenant may be able to cancel the eviction and you will have to start the proceedings over.

Where Can I Go for Help?

- To find a lawyer. Try to find a lawyer who specializes in Landlord-Tenant proceedings. You can call the **Legal Referral Service** at (212) 626-7373 operated by the **Association of the Bar of the City Of New York**. They will refer you to a lawyer who will charge a \$25.00 consultation fee for the first half-hour. If you decide to hire the lawyer after this consultation, you and the lawyer will work out the fee that you will pay.
- **Resource Centers** are located in all Housing Courts, except Staten Island. Hours of operation are:

9:30am-5:00pm Monday
9:30am-5:00pm Tuesday
9:30am-5:00pm Wednesday
9:30am-7:00pm Thursday
9:30am-5:00pm Friday

In Staten Island, there is a Housing Court Counselor available in the Clerk’s office to give legal

information on Wednesday and Thursday from 9A.M. to 5 P.M.

There is no need to make an appointment. The Resource Center provides self represented litigants with information on how they can represent themselves. Housing Court Counselors, who are attorneys hired to work at the court, provide legal information, as well as sample forms, booklets, and pamphlets detailing court procedures. There is an informational video to watch for small property owners entitled, “Collecting Rent.” In addition, there is an informational video entitled, “The Resolution Part” which provides information on what to expect to in a Resolution Part.

- The **Rent Stabilization Association** (“RSA”) has information tables in most Housing Courts where you can obtain information geared toward small property owners.
- The **City-Wide Task Force on Housing** has information tables in all the Housing Courts which provide information to both landlords and tenants.

Compiled and written by the Civil Court of the City of New York, with thanks to Hon. Margaret Cammer, Association of the Bar of the City of New York’s Committee on Housing Court, and Deborah E. Fisher, Esq., Rochelle Klempner, Esq., and Phyllis N. Harris, Esq.