

132-25 Maple Ave. Ventures, LLC v Albisurez
2023 NY Slip Op 31433(U)
April 19, 2023
Civil Court of the City of New York, Queens County
Docket Number: L&T Index No. 64162/19
Judge: Clifton A. Nembhard
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CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS: HOUSING PART B

132-25 MAPLE AVENUE VENTURES, LLC
Petitioner-Landlord

-against-

EDGAR ALBISUREZ a/k/a EDGAR ELBISUREZ
132-45 Maple Avenue, Apartment #0L6
Flushing, New York 11355
Respondent-Licensee

MEVELIN LIZETH SIERRA a/k/a MEVELIN SIERRA
"JOHN DOE" and/or "JANE DOE"
Respondents-Underlicensees

L&T Index No.: 64162/19

DECISION/ORDER

Hon. Clifton A. Nembhard

Recitation, as required by CPLR § 2219(a), of the papers considered in the review of petitioner's motion.

Papers	Numbered
Notice of Motion and Affidavits Annexed.....	1
Order to Show Cause and Affidavits Annexed	
Answering Affidavits	2
Replying Affidavits	3
Exhibits	

Upon the foregoing cited papers, the decision/order on this motion is as follows:

Background

Petitioner and respondent Mevelin Sierra settled this licensee holdover proceeding pursuant to an August 8, 2019 stipulation. In the stipulation, petitioner agreed to tender Sierra a two-year renewal lease in her name within ten days. Sierra agreed to sign and return the lease to petitioner within twenty days. She also acknowledged that \$14,799.77 in rental arrears was due through August 31, 2019 and agreed to pay same in monthly installments of \$400.00 on top of the rent, which was set at \$972.98, until the arrears are satisfied. The stipulation further provided that "[w]hereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee, and no person has an interest in the subject matter of this proceeding, the above-captioned proceeding is hereby discontinued without prejudice & w/o costs or

attorney's fees for either party." Respondent defaulted on the payments and petitioner now seeks to for a final judgment of possession, warrant of eviction and money judgment for the unpaid arrears against Sierra.

Discussion

A court retains "supervisory power over enforcement of so-ordered stipulations." *See, Teitelbaum Holdings, Ltd. v. Gold*, 48 NY2d 51[Ct App1979]. However, "[t]he law requires strict construction of language in written instruments that could work a forfeiture." *133 Plus 24 Sanford Ave. Realty Corp. v Xiu Lan Ni*, 47 Misc3d 55 [App Term 2nd Dept 2015]. Although the August 8, 2019 stipulation requires respondent to pay the arrears, it does not contain a provision which provides for the entry of either a possessory or monetary judgment upon respondent's failure to do so. In the absence of such a provision, the petitioner is not entitled to the relief it seeks. *See, Spring Close LLC v. Players Rest. Group Inc.*, 7 Misc3d 130[A] [App Term 2nd Dept 2005].

Conclusion

Based upon the foregoing, the motion is denied.

This constitutes the decision and order of the Court.

Date: April 19, 2023
Queens, New York



Hon. Clifton A. Nembhard, JHC