

00:00:02:21 --:--:--
(woman)
Welcome to the
New York City Civil Court's

00:00:04:26 --:--:--
Community Seminar Series.

00:00:06:23 --:--:--
My name
is Lisa Courtney,

00:00:07:29 --:--:--
and I'm the coordinator
for this program.

00:00:10:10 --:--:--
The Community Seminar Series
is free and open to the public.

00:00:13:22 --:--:--
Thank you all
for attending.

00:00:15:17 --:--:--
The topic
of this month's seminar

00:00:17:28 --:--:--
is Defenses to Residential
Nonpayment Proceedings.

00:00:22:04 --:--:--
Our guest speaker is experienced
attorney Sandra Russo,

00:00:25:29 --:--:--
Housing Law Coordinator for
Legal Services of New York City.

00:00:30:08 --:--:--
Ms. Russo will address
the defenses

00:00:32:01 --:--:--
to nonpayment proceedings

00:00:33:08 --:--:--
and will then take questions
from the audience.

00:00:35:14 --:--:--
Thank you.

00:00:40:22 --:--:--
(Russo)

Hi, I'm Sandy Russo,

00:00:43:07 --:--:--
and I've been doing
these trainings for many years

00:00:46:28 --:--:--
for the civil court,

00:00:48:08 --:--:--
and it's a pleasure
to be here this afternoon,

00:00:51:00 --:--:--
and I thank you all
for coming.

00:00:53:25 --:--:--
Let me start just a little bit
with a brief description of--

00:00:58:15 --:--:--
[coughs]

00:00:59:15 --:--:--
Excuse me.

00:01:00:17 --:--:--
[coughs]

00:01:03:06 --:--:--
An introduction
to housing court itself.

00:01:05:21 --:--:--
You're all here.

00:01:07:29 --:--:--
This is the housing court
in New York County.

00:01:09:27 --:--:--
There's a housing court in
every county in New York City:

00:01:13:02 --:--:--
the Bronx, Brooklyn,
Staten Island,

00:01:15:06 --:--:--
Queens,
and New York.

00:01:18:08 --:--:--
The housing courts
in each of these boroughs,

00:01:20:24 --:--:--:--
except for Staten Island,
is divided into two sections.

00:01:24:17 --:--:--:--
There's something called
the resolution parts,

00:01:27:26 --:--:--:--
and those
are several court rooms

00:01:29:18 --:--:--:--
where your case
will first go

00:01:32:20 --:--:--:--
when you get
a notice of petition

00:01:36:13 --:~:~:~:~:~
and petition
what you may call a dispossess.

00:01:40:00 --:~:~:~:~:~
You will first go to
the civil court clerk's office

00:01:44:29 --:~:~:~:~:~
and answer
that dispossess,

00:01:48:05 --:~:~:~:~:~
and the clerk
then will give you

00:01:50:02 --:~:~:~:~:~
another date and time
to come back,

00:01:52:18 --:~:~:~:~:~
and we'll go over it
a little bit later.

00:01:55:28 --:~:~:~:~:~
On this form
that the clerk will give you,

00:01:58:11 --:~:~:~:~:~
it will say the date,
the time, the part,

00:02:01:09 --:~:~:~:~:~
and the court room number
to which you are to return,

00:02:05:24 --:--:--:--
and you will be sent
at that initial stage

00:02:08:24 --:--:--:--
to a resolution part.

00:02:10:13 --:--:--:--
If you cannot resolve
your case

00:02:13:29 --:--:--:--
with the landlord
or the attorney,

00:02:15:19 --:--:--:--
then the case will ultimately go
to what's called a trial part

00:02:19:23 --:--:--:--
where, in fact,
you will have a trial,

00:02:21:29 --:--:--:--
and there'll be a judge in that
part who will hear the trial.

00:02:25:25 --:--:--:--
Most cases
in housing court

00:02:27:24 --:--:--:--
are settled in
the resolution parts.

00:02:30:22 --:--:--:--
The vast majority
of nonpayment cases

00:02:33:06 --:--:--:--
are settled in
the resolution parts.

00:02:38:14 --:--:--:--
As you may know,

00:02:40:08 --:--:--:--
most landlords in New York City
do have attorneys,

00:02:44:14 --:--:--:--
and most tenants
in New York City's Housing Court

00:02:48:09 --:--:--:--

do not have attorneys.

00:02:49:24 --:--:--:--
So many of you
will be navigating this system

00:02:52:14 --:--:--:--
on your own without the benefit
of an attorney.

00:02:56:02 --:--:--:--
I'm here today to try
and tell you folks

00:02:59:26 --:--:--:--
what it is
you may need to know,

00:03:01:23 --:--:--:--
give you some of the tools
and information

00:03:04:02 --:--:--:--
so that you can defend
against a nonpayment proceeding.

00:03:11:00 --:--:--:--
By the very nature
of the word

00:03:12:23 --:--:--:--
defend against
the nonpayment proceeding,

00:03:14:25 --:--:--:--
it means I am addressing you
as tenants.

00:03:17:16 --:--:--:--
There is the assumption
that your landlord

00:03:20:02 --:--:--:--
has some claim
against you for rent

00:03:23:13 --:--:--:--
that he or she
believes is owed.

00:03:26:15 --:--:--:--
I'm going to take questions
at the end.

00:03:28:15 --:--:--:--
I may answer your questions

as I go along.

00:03:35:04 --:--:--:--
The kind of case that
goes on here in housing court

00:03:38:05 --:--:--:--
is called
a summary proceeding.

00:03:40:06 --:--:--:--
It's very quick.

00:03:41:17 --:--:--:--
There aren't long
adjournments and delays

00:03:44:16 --:--:--:--
and discovery
and motion practice.

00:03:49:22 --:--:--:--
Things happen very quickly
in housing court,

00:03:53:00 --:--:--:--
so the more information
you have

00:03:56:23 --:--:--:--
at the earliest stages
of the proceeding,

00:03:59:14 --:~:~:~:~
the better off you are
to defend your case

00:04:04:23 --:~:~:~:~
and raise issues
that you believe are important

00:04:08:10 --:~:~:~:~
in this proceeding.

00:04:12:09 --:~:~:~:~
A nonpayment case starts
with a landlord's,

00:04:16:17 --:~:~:~:~
generally,
a process server,

00:04:18:26 --:~:~:~:~
delivering papers
to a tenant.

00:04:22:09 --:--:--
In a nonpayment proceeding,
in these summary proceedings,

00:04:25:24 --:--:--
the landlord is called
the petitioner,

00:04:29:06 --:--:--
and the tenant is called
the respondent.

00:04:32:11 --:--:--
It's very much
like plaintiff and defendant,

00:04:35:24 --:--:--
only in this court,
those labels are changed,

00:04:39:17 --:--:--
and it's petitioner
and respondent.

00:04:42:01 --:--:--
Tenants are
the respondents.

00:04:44:25 --:--:--
You will be--

00:04:45:29 --:--:--
those papers
will be delivered to you

00:04:48:08 --:--:--
in a certain way.

00:04:49:18 --:--:--
The law provides that
they have to be given to you

00:04:52:01 --:--:--
in a certain manner,

00:04:53:15 --:--:--
that the process server
has to take certain steps

00:04:55:28 --:--:--
to try to find you personally
to hand the papers to you.

00:05:01:15 --:--:--
Failing to find you to hand
the papers to you personally,

00:05:05:26 --:--:--:--
the process server
can do two other things.

00:05:08:19 --:--:--:--
If there is someone else
in the household

00:05:10:24 --:~:~:~:~
who lives
or works there,

00:05:12:08 --:~:~:~:~
the process server is allowed
to give them the papers.

00:05:14:26 --:~:~:~:~
That's called
substituted service.

00:05:17:03 --:~:~:~:~
If no one answers the door
after two tries,

00:05:22:05 --:~:~:~:~
the process server
is permitted

00:05:24:03 --:~:~:~:~
to tape the petition
or the dispossess to the door

00:05:28:14 --:~:~:~:~
and then must follow up
with a regular mailing

00:05:32:17 --:~:~:~:~
and a certified mailing,

00:05:34:04 --:~:~:~:~
and they have
to mail copies

00:05:35:27 --:~:~:~:~
for every respondent
named in the proceeding.

00:05:41:20 --:~:~:~:~
The papers will have
what's called a caption.

00:05:44:18 --:~:~:~:~
It'll have
the civil court

00:05:46:13 --:--:--:--
of the city of New York,
county of,

00:05:48:25 --:--:--:--
and that will be
the county where you live,

00:05:51:16 --:~:~:~:~
where the property that's
involved in the litigation

00:05:55:14 --:~:~:~:~
is located,

00:05:56:19 --:~:~:~:~
so that if you live
in New York, Manhattan,

00:06:00:08 --:~:~:~:~
you will come to this court,
New York County.

00:06:03:08 --:~:~:~:~
If you live out
on Staten Island,

00:06:05:25 --:~:~:~:~
the petition will state that the
court is from Richmond County,

00:06:10:28 --:~:~:~:~
and you will go
to that court to answer.

00:06:14:29 --:~:~:~:~
In the petition--

00:06:16:07 --:~:~:~:~
the petition has to,
once you receive it,

00:06:19:01 --:~:~:~:~
has to lay out
a bunch of facts

00:06:21:20 --:~:~:~:~
that are very crucial
to the proceeding.

00:06:24:21 --:~:~:~:~
Remember, I said
it's a summary proceeding.

00:06:26:16 --:~:~:~:~
It's quick.

00:06:27:16 --:--:--:--
So so that the court knows

00:06:29:09 --:--:--:--
that everything
is being done properly,

00:06:31:24 --:--:--:--
all the information
that's necessary to the court

00:06:35:11 --:--:--:--
must be in that paper,
in that petition.

00:06:40:00 --:~:~:~:~:~
Your name
or the respondent's name,

00:06:42:04 --:~:~:~:~:~
the tenant's name,
has to be correct.

00:06:45:13 --:~:~:~:~:~
If there are
more than one tenant--

00:06:48:12 --:~:~:~:~:~
if there's more than one tenant,
then the landlord knows that.

00:06:50:26 --:~:~:~:~:~
If there are two people
on the lease,

00:06:52:22 --:~:~:~:~:~
both respondents
have to be named.

00:06:57:22 --:~:~:~:~:~
Then the petition
has to describe the property

00:07:01:29 --:~:~:~:~:~
that the landlord
is bringing you to court about,

00:07:05:11 --:~:~:~:~:~
so it has to have the address
and your apartment number

00:07:08:06 --:~:~:~:~:~
or a description
of your apartment:

00:07:10:28 --:--:--:--
front floor, rear.

00:07:12:07 --:--:--:--
If you live on
the third floor front apartment,

00:07:17:02 --:--:--:--
then there's something wrong
with that piece of paper.

00:07:20:01 --:--:--:--
It's not accurately describing
the property, the apartment,

00:07:25:05 --:--:--:--
that the landlord
is taking you to court about.

00:07:31:08 --:~:~:~:~:~
The petition
has to include

00:07:33:02 --:~:~:~:~:~
what rent the landlord
says is owed,

00:07:36:24 --:~:~:~:~:~
what months,
what amount.

00:07:39:09 --:~:~:~:~:~
There may be
some other fees

00:07:40:29 --:~:~:~:~:~
that will be included
in the petition:

00:07:42:28 --:~:~:~:~:~
late fees, a fee for making
a key that you never paid.

00:07:47:07 --:~:~:~:~:~
Those additional fees
can be added on to a petition,

00:07:53:01 --:~:~:~:~:~
but let me step back
for a minute.

00:07:55:08 --:~:~:~:~:~
Before, even,
you get that dispossess,

00:07:58:27 --:~:~:~:~:~

you're served
with those court papers,

00:08:01:15 --:--:--:--
before that, the landlord
in a nonpayment proceeding

00:08:04:07 --:--:--:--
is required
to do something else.

00:08:06:23 --:--:--:--
He's required to give you what's
called a predicate notice.

00:08:09:27 --:--:--:--
Before the court case starts,

00:08:12:07 --:--:--:--
the landlord must first
ask you for the rent

00:08:14:24 --:--:--:--
that he or she
believes you owe,

00:08:18:07 --:--:--:--
and that demand--
it's called a demand for rent--

00:08:22:08 --:--:--:--
if you don't have a lease,

00:08:24:00 --:--:--:--
that demand
can be an oral demand.

00:08:25:27 --:--:--:--
He can just call you up
on the telephone and say,

00:08:30:20 --:--:--:--
"Mrs. Jones, you owe January,
February, and March rent."

00:08:35:20 --:--:--:--
And the demand
has to be very specific:

00:08:38:01 --:--:--:--
What months are owed?

00:08:39:21 --:--:--:--
How much is the rent?

00:08:41:26 --:--:--:--

What's the total owed?

00:08:45:26 --:--:--:--

If you have a lease,

00:08:47:03 --:--:--:--

usually there is a clause
in the lease that says,

00:08:50:00 --:--:--:--

"All notices
must be in writing,"

00:08:52:14 --:--:--:--

so in that case,

00:08:53:26 --:--:--:--

the landlord has to send you
a written predicate notice

00:08:56:14 --:--:--:--

or demand notice,

00:08:58:21 --:--:--:--

and it has to contain
the same information:

00:09:01:07 --:--:--:--

"You owe me
so much rent.

00:09:04:27 --:--:--:--

"These are the months
for which you owe.

00:09:07:16 --:~:~:~:~

This is the rental amount,"
and give the total.

00:09:13:24 --:~:~:~:~

If the landlord
has not demanded the rent

00:09:17:19 --:~:~:~:~

before giving you
these court papers,

00:09:21:16 --:~:~:~:~

you might ask the judge
to dismiss the case

00:09:24:04 --:~:~:~:~

because the predicate notice
that you're entitled to

00:09:27:26 --:~:~:~:~

you weren't given,

00:09:30:10 --:--:--:--
because the thinking is,

00:09:33:10 --:--:--:--
maybe if the landlord
asks you for the rent,

00:09:36:15 --:--:--:--
and you pay the rent,

00:09:38:27 --:--:--:--
there's no need
for a court proceeding,

00:09:41:26 --:--:--:--
or maybe if the landlord
asks you for the rent,

00:09:44:12 --:--:--:--
then there's some dispute

00:09:46:05 --:--:--:--
that you and the landlord
can work that out

00:09:49:04 --:--:--:--
without having
to go to court,

00:09:50:21 --:--:--:--
so this is
a very important requirement

00:09:54:14 --:--:--:--
that the law places
on the landlord.

00:09:56:26 --:--:--:--
Assuming that you've
gotten the notice

00:09:58:29 --:--:--:--
and that you're
not paying the rent

00:10:01:16 --:--:--:--
or there's some dispute
that you feel

00:10:03:14 --:--:--:--
you shouldn't have to pay
the rent,

00:10:05:09 --:--:--:--

you will then be served
with the notice of petition

00:10:08:15 --:--:--:--
and petitioned.

00:10:09:20 --:--:--:--
It is generally
a two-page document.

00:10:12:16 --:--:--:--
The front is the notice
of petition

00:10:14:12 --:--:--:--
which tells you
this is a nonpayment proceeding.

00:10:18:02 --:--:--:--
This is the court
that you have to go to

00:10:20:03 --:--:--:--
to respond
to this court case.

00:10:23:06 --:--:--:--
Even if you have paid
the rent,

00:10:25:19 --:--:--:--
even if you've had
a conversation

00:10:27:14 --:--:--:--
with your landlord
or your landlord's attorney

00:10:29:14 --:--:--:--
in which they say,

00:10:31:01 --:--:--:--
"Great, we have your money.
Don't bother coming to court.

00:10:34:16 --:--:--:--
Don't bother with those papers.
Ignore it."

00:10:37:01 --:--:--:--
I would advise you
to come to court anyway

00:10:39:26 --:--:--:--
and answer and make sure

00:10:42:08 --:--:--
that the landlord has, in fact,
discontinued the case,

00:10:45:16 --:--:--
and if the landlord
has not,

00:10:47:09 --:--:--
come on the court date that
the clerk will assign to you

00:10:50:13 --:--:--
to make sure that the case
is either dismissed

00:10:54:00 --:--:--
or discontinued
since you've resolved it.

00:10:57:00 --:--:--
Many tenants
mistakenly think,

00:10:59:18 --:--:--
"Well, I've worked it out
with the super or the landlord

00:11:02:29 --:--:--
"or someone
in the management office,

00:11:04:28 --:--:--
"and, you know,
they said,

00:11:06:09 --:--:--
"Oh, it's okay,
and you can pay it out,'

00:11:08:15 --:--:--
and I didn't bother
coming to court,"

00:11:11:14 --:--:--
and lo and behold,
several weeks later,

00:11:14:07 --:--:--
you may be getting
a notice of eviction

00:11:16:09 --:--:--
because you defaulted.

00:11:18:00 --:--:--

You did not come
to court.

00:11:19:22 --:--:--:--
So I advise everyone,

00:11:21:18 --:--:--:--
you must go to court
for your own safety

00:11:24:24 --:--:--:--
and make sure
that the case is resolved

00:11:26:14 --:--:--:--
the way
you think it is.

00:11:28:20 --:--:--:--
As I was saying,
in that petition,

00:11:31:21 --:--:--:--
there has to be
very specific information.

00:11:34:08 --:--:--:--
Your name
has to be right.

00:11:35:25 --:--:--:--
The apartment that the landlord
is seeking to possess--

00:11:41:15 --:--:--:--
what the dispossess
or the petition

00:11:44:21 --:--:--:--
in these cases
is asking for is,

00:11:47:09 --:--:--:--
I want to recover
the property.

00:11:49:21 --:--:--:--
If the rent is not paid,
I want the apartment back,

00:11:52:20 --:--:--:--
which means I want to be able
to get a warrant of eviction

00:11:56:17 --:--:--:--
and have a marshal

evict this tenant

00:11:59:11 --:--:--:--
so that I can get
my apartment back

00:12:01:20 --:--:--:--
if the rent is not paid,

00:12:03:05 --:--:--:--
so it's very serious,

00:12:05:08 --:--:--:--
and the court takes it
very seriously

00:12:07:12 --:--:--:--
because it's housing.

00:12:08:18 --:--:--:--
It's a vital need.

00:12:11:19 --:--:--:--
Also, what has to be included
in the petition

00:12:15:25 --:--:--:--
is the status
of your apartment.

00:12:18:01 --:--:--:--
Are you
an unregulated apartment?

00:12:20:07 --:--:--:--
Do you live in a one- or two-
or three-family house

00:12:23:12 --:~:~:~:~:~
where there
are no regulations?

00:12:25:09 --:~:~:~:~:~
Are you
a rent-controlled tenant?

00:12:27:20 --:~:~:~:~:~
Are you subject
to rent stabilization?

00:12:30:10 --:~:~:~:~:~
Is this
a section eight tenancy

00:12:32:25 --:~:~:~:~:~
or some other

federal subsidy?

00:12:35:03 --:--:--:--
All of that information
has to be accurately included

00:12:39:17 --:--:--:--
in the petition.

00:12:41:09 --:--:--:--
If you're
a rent-stabilized tenant

00:12:43:15 --:--:--:--
or a rent-controlled tenant,

00:12:45:04 --:--:--:--
the landlord also has to include
in the petition

00:12:48:10 --:--:--:--
that your apartment
is registered with the DHCR.

00:12:52:01 --:--:--:--
That's the Division of Housing
and Community Renewal,

00:12:54:24 --:--:--:--
the state agency that
oversees those two programs,

00:12:59:02 --:--:--:--
and landlords
are required annually

00:13:01:14 --:--:--:--
to register rent-controlled
and rent-stabilized apartments

00:13:04:25 --:--:--:--
with the DHCR,
indicating what the rent is

00:13:08:14 --:--:--:--
and who the tenant
in occupancy is.

00:13:12:21 --:--:--:--
So there are
all these requirements.

00:13:19:15 --:--:--:--
So you receive it,

00:13:20:20 --:--:--:--

and I'm skipping over
some things

00:13:22:05 --:--:--
because we only
have an hour,

00:13:23:20 --:--:--
and I want to give you a chance,
also, to ask some questions.

00:13:27:12 --:--:--
You get this
one way or another,

00:13:29:09 --:--:--
either personally
delivered to you,

00:13:31:04 --:--:--
you come home one day
and find it on your door,

00:13:34:02 --:--:--
and what it'll say
on the notice of petition

00:13:37:01 --:--:--
is that you have
five days to answer

00:13:40:07 --:--:--
in a nonpayment proceeding,

00:13:42:08 --:--:--
so what that means is,

00:13:44:11 --:--:--
take those papers
with you to court,

00:13:47:10 --:--:--
to the court indicated
on the notice of petition:

00:13:51:05 --:--:--
the Brooklyn Court
at 141 Livingston Street

00:13:54:05 --:--:--
or the New York Housing Court
at 111 Center Street,

00:13:57:03 --:--:--
and go to
the clerk's office.

00:14:00:04 --:--:--:--
There's the housing court clerk
in every borough.

00:14:03:17 --:--:--:--
And you present--you show
the petition, and you say,

00:14:07:25 --:--:--:--
"I'm here to respond.
I got these papers."

00:14:10:29 --:--:--:--
Now, the law says that
the landlord has certain rights,

00:14:15:02 --:--:--:--
certainly, the right
to collect rent

00:14:16:28 --:--:--:--
if there's an agreement
between you,

00:14:18:27 --:--:--:--
and you don't need a lease

00:14:21:06 --:--:--:--
to be bound by an agreement
to pay rent.

00:14:24:09 --:--:--:--
There are tenancies
in New York

00:14:26:11 --:--:--:--
that are called
month-to-month tenancies.

00:14:28:08 --:--:--:--
There's no lease.

00:14:29:23 --:--:--:--
There's just a verbal agreement
between you and the landlord

00:14:32:28 --:--:--:--
that you will pay
so much per month.

00:14:35:06 --:--:--:--
If you don't pay
that amount,

00:14:37:15 --:--:--:--

you're not excused
from that obligation

00:14:40:09 --:--:--
because you don't have
a written lease.

00:14:42:01 --:--:--
You're required
to do that,

00:14:43:19 --:--:--
certainly if you're
occupying the premises.

00:14:46:26 --:--:--
But there are also certain
rights that tenants have.

00:14:51:03 --:--:--
And those are the rights
that you should be aware of

00:14:53:23 --:--:--
when you're responding
to the nonpayment petition.

00:14:57:28 --:--:--
I talked or touched upon
one of them, which is,

00:15:01:03 --:--:--
you have to get
the papers,

00:15:02:23 --:--:--
and you have to get
the papers the right way

00:15:05:17 --:--:--
so that if you come home
and find something

00:15:09:08 --:--:--
stuffed in
the neighbor's mailbox

00:15:11:06 --:--:--
and happened to see
that your name was on it,

00:15:13:26 --:--:--
that's not the proper way
that the law says

00:15:16:07 --:--:--

the process server
has to give you the papers,

00:15:18:10 --:--:--:--
and that's called
a defense.

00:15:21:09 --:--:--:--
You can come to court
and tell the clerk,

00:15:24:06 --:--:--:--
"I didn't get the papers
the right way,"

00:15:28:03 --:--:--:--
or you can come to court
and say,

00:15:30:04 --:--:--:--
"There are two of us
on the lease.

00:15:32:14 --:--:--:--
"The landlord
has only named one of us

00:15:34:24 --:--:--:--
"and only given
one of us papers.

00:15:37:26 --:--:--:--
I think that both people
should have been named."

00:15:42:12 --:--:--:--
So there's a defense
that a necessary party,

00:15:47:07 --:--:--:--
someone who's entitled
to be notified

00:15:50:11 --:--:--:--
that there's
a legal case against them,

00:15:53:19 --:--:--:--
hasn't been
properly notified.

00:15:55:14 --:--:--:--
They haven't
been named.

00:16:01:18 --:--:--:--

So I've talked about what
the clerk has in front of him

00:16:06:28 --:--:--:--
is this document.

00:16:08:29 --:--:--:--
It's called--we call it
a pro se answer.

00:16:12:18 --:--:--:--
I'm not sure how
the court refers to it--

00:16:15:06 --:--:--:--
an answer form.

00:16:17:22 --:--:--:--
You cannot fill it out,

00:16:19:15 --:--:--:--
but this is blown up on the wall
in the clerk's office

00:16:23:25 --:--:--:--
very large
so that you can read it,

00:16:26:18 --:--:--:--
and you can see,
there are 14 defenses listed,

00:16:30:20 --:--:--:--
and you can look up there
and see what may apply to you.

00:16:38:00 --:--:--:--
Now, another defense is--
let's talk about the rent.

00:16:42:13 --:--:--:--
Is this the proper rent?
Maybe it's not.

00:16:45:13 --:--:--:--
Maybe you had
an oral agreement,

00:16:46:28 --:--:--:--
and for months,
you've been paying \$800 a month,

00:16:50:11 --:--:--:--
and you get the petition,

00:16:53:03 --:--:--:--

and it says
you owe \$900 a month.

00:16:56:11 --:--:--:--
Well, that's
the improper rent,

00:16:58:07 --:--:--:--
and that's a defense
to this case.

00:17:01:03 --:--:--:--
The landlord is not asking
for the proper rent.

00:17:03:16 --:--:--:--
We have an agreement.

00:17:05:02 --:--:--:--
I've paid pursuant to
that agreement for many months.

00:17:08:09 --:--:--:--
and now the landlord is claiming
I owe some other amount,

00:17:12:10 --:--:--:--
or if you are rent-controlled
or rent-stabilized

00:17:17:08 --:--:--:--
or in Mitchell-Lama Housing
or other regulated housing,

00:17:21:21 --:--:--:--
the rent may be wrong.

00:17:23:21 --:--:--:--
"Wait a second.
I have a rent-stabilized lease.

00:17:26:20 --:--:--:--
"It says here that my rent
is \$747.22 a month.

00:17:32:05 --:--:--:--
Why does the petition
say another amount?"

00:17:36:25 --:--:--:--
So that those
are defenses, or,

00:17:39:24 --:--:--:--
"Wait a second.

00:17:41:17 --:--:--:--
"This says, and the notice I got
before the court papers said

00:17:46:21 --:--:--:--
"that I owed February,
March, and April.

00:17:49:04 --:--:--:--
"Well, that's wrong.

00:17:50:14 --:~:~:~:~
"I have a receipt
for February,

00:17:52:26 --:~:~:~:~
"and I paid a part
of March's rent

00:17:55:13 --:~:~:~:~
that I have
a money order copy for."

00:17:58:11 --:~:~:~:~
So that a defense is,
"This is the wrong amount,"

00:18:01:17 --:~:~:~:~
or, "I paid part of what
the landlord is asking for

00:18:06:03 --:~:~:~:~
in these papers."

00:18:08:20 --:~:~:~:~
So you have
to carefully read through

00:18:11:07 --:~:~:~:~
the documents
that you get.

00:18:16:17 --:~:~:~:~
There is another major defense
that some tenants know about

00:18:21:14 --:~:~:~:~
and others do not.

00:18:24:19 --:~:~:~:~
No matter what kind of housing
you live in in New York City,

00:18:29:12 --:~:~:~:~
whether it's
a small one-family building,

00:18:31:29 --:--:--:--
a lease, no lease, whether it's
New York City Housing Authority,

00:18:36:28 --:--:--:--
a big apartment building,
fancy, you know,

00:18:40:24 --:--:--:--
a small tenement,
it doesn't matter.

00:18:43:28 --:~:~:~:~:~
No matter what
kind of housing you live in,

00:18:46:19 --:~:~:~:~:~
the law says if someone
is going to rent to you

00:18:50:24 --:~:~:~:~:~
as a residential tenant,

00:18:53:12 --:~:~:~:~:~
the property that they rent,
the apartment that they rent,

00:18:57:25 --:~:~:~:~:~
must be habitable, livable.

00:19:02:19 --:~:~:~:~:~
It's got to be fit
for human habitation,

00:19:06:11 --:~:~:~:~:~
and even if
you don't have a lease,

00:19:07:26 --:~:~:~:~:~
it's written
into the law.

00:19:09:28 --:~:~:~:~:~
If you're in the business
of renting to people,

00:19:13:02 --:~:~:~:~:~
what you rent to them
has to be habitable, livable,

00:19:19:17 --:~:~:~:~:~
and if it's
not livable or habitable,

00:19:23:21 --:~:~:~:~:~

then the landlord has breached
the warranty of habitability.

00:19:29:18 --:--:--:--
When you go
and buy a television set,

00:19:31:25 --:--:--:--
it comes
with a warranty.

00:19:35:06 --:--:--:--
It's a guarantee
that this is a TV,

00:19:37:10 --:--:--:--
and it will work,

00:19:38:18 --:--:--:--
and when you turn it on,
you'll get all four ch--

00:19:40:23 --:--:--:--
all the channels
that you're supposed to get,

00:19:42:29 --:--:--:--
and you'll get sound
as well as picture,

00:19:46:12 --:--:--:--
and if it doesn't work,

00:19:47:25 --:--:--:--
you send it back
to the store and say,

00:19:50:15 --:--:--:--
"Wait a second.

00:19:53:01 --:--:--:--
"I have a guarantee here,
and it's not working.

00:19:56:11 --:--:--:--
I want my money back,
or I want it replaced."

00:19:59:14 --:--:--:--
Well, in housing,
you can't quite say,

00:20:02:02 --:--:--:--
"I want it replaced,"
or you know--you live here,

00:20:06:02 --:--:--:--
so the law says

00:20:08:00 --:--:--:--
that if you're not getting
100% of habitability,

00:20:13:15 --:--:--:--
then maybe you're not obligated
to pay 100% of the rent.

00:20:19:07 --:--:--:--
And how does a judge
or the law--

00:20:23:14 --:--:--:--
how do they figure out,
well, what's habitable?

00:20:26:06 --:--:--:--
You know, someone who lives
in a fancy Park Avenue apartment

00:20:29:29 --:--:--:--
would find where I live
not very habitable.

00:20:33:16 --:--:--:--
It's not so fancy.

00:20:35:06 --:--:--:--
Well, there are laws.

00:20:37:05 --:--:--:--
It's not so much fancy,

00:20:38:25 --:--:--:--
but there are certain
basic services

00:20:41:16 --:--:--:--
that have to be provided,

00:20:44:00 --:--:--:--
so we know, just from watching
TV and hearing the news,

00:20:48:29 --:--:--:--
that the law says
landlords have to provide heat

00:20:51:12 --:--:--:--
in the winter.

00:20:53:22 --:--:--:--
If there is no heat

in the winter

00:20:56:09 --:--:--:--
or for several weeks,

00:20:58:05 --:--:--:--
then the landlord has breached--
broken the guarantee,

00:21:02:12 --:--:--:--
breached the warranty
of habitability,

00:21:05:03 --:--:--:--
and that, for you,
is a major defense.

00:21:10:27 --:--:--:--
There are others.

00:21:12:02 --:--:--:--
There are building codes
and health codes

00:21:15:00 --:--:--:--
and other laws that deal
with what's habitable.

00:21:20:06 --:--:--:--
You can not expose people
living in residential housing

00:21:23:27 --:--:--:--
to dangers.

00:21:25:21 --:--:--:--
Rats are dangerous.

00:21:30:07 --:--:--:--
Other vermin--
if you have roaches

00:21:32:00 --:--:--:--
and mice and rats,
that's a defense.

00:21:35:28 --:--:--:--
Now, it can only be a defense

00:21:38:01 --:--:--:--
if the landlord knows
about the condition,

00:21:41:21 --:--:--:--
so the law says it may be
that you have violations,

00:21:46:25 --:--:--:--
that you have conditions
that need repair,

00:21:49:00 --:--:--:--
but you have to tell
your landlord,

00:21:51:28 --:--:--:--
and the law doesn't lay out

00:21:54:01 --:--:--:--
how you have to tell
the landlord.

00:21:55:23 --:~:~:~:~:~
You don't have to send
a certified letter,

00:21:57:29 --:~:~:~:~:~
return receipt requested.

00:22:00:04 --:~:~:~:~:~
You can call
the management office.

00:22:02:22 --:~:~:~:~:~
You can tell the super.

00:22:04:24 --:~:~:~:~:~
You can write a letter.

00:22:06:11 --:~:~:~:~:~
There are some conditions
that landlords know about:

00:22:09:24 --:~:~:~:~:~
the elevator isn't working.

00:22:12:12 --:~:~:~:~:~
Well, several tenants
have notified the landlord

00:22:15:02 --:~:~:~:~:~
or the super
that the elevator isn't working.

00:22:19:19 --:~:~:~:~:~
There are conditions
in your own apartment, however,

00:22:22:10 --:~:~:~:~:~
that the landlord
probably has no idea

00:22:25:07 --:--:--:--
unless you tell
the management office

00:22:28:12 --:--:--:--
or the super
or the landlord or whoever,

00:22:31:14 --:~:~:~:~:~
so first,
you have to tell somebody,

00:22:33:21 --:~:~:~:~:~
"I have these conditions."

00:22:36:03 --:~:~:~:~:~
If they fail to repair
those conditions,

00:22:39:04 --:~:~:~:~:~
then they are breaching
this guarantee

00:22:41:24 --:~:~:~:~:~
that they've given you.

00:22:44:20 --:~:~:~:~:~
You're entitled to hot and cold
running water all year round.

00:22:49:14 --:~:~:~:~:~
You're entitled to not have
the ceiling fall down.

00:22:52:15 --:~:~:~:~:~
You're entitled
to a toilet that flushes.

00:22:55:15 --:~:~:~:~:~
You're entitled to a stove
where all four burners work,

00:22:58:18 --:~:~:~:~:~
if you have a stove.

00:23:00:23 --:~:~:~:~:~
If you have
a refrigerator,

00:23:02:12 --:~:~:~:~:~
it has to keep food cold
and your baby's milk cold

00:23:06:12 --:~:~:~:~:~
and your insulin cold.

00:23:10:17 --:--:--:--
If there are sockets--

00:23:11:29 --:--:--:--
and there has to be
electrical supply--

00:23:14:26 --:--:--:--
they can't be sparking
and dangerous.

00:23:18:06 --:--:--:--
You know, there can't be
wires hanging from the ceiling

00:23:21:08 --:--:--:--
that are exposed.

00:23:24:03 --:--:--:--
There shouldn't be broken
windows in your apartment,

00:23:27:29 --:--:--:--
no matter who broke them.

00:23:29:27 --:--:--:--
Often, we hear
a landlord may respond,

00:23:32:23 --:--:--:--
"Well, you know,
your child broke the window.

00:23:35:13 --:--:--:--
"There were a bunch of kids
throwing balls

00:23:37:26 --:--:--:--
and playing
in the hallways."

00:23:42:22 --:--:--:--
No matter, the landlord
is still required to repair it.

00:23:47:06 --:--:--:--
It's part
of the business

00:23:48:28 --:--:--:--
of operating a business
of residential leasing.

00:23:53:25 --:--:--:--
So that there are
all these conditions

00:23:57:11 --:--:--:--
that the law says
must be met

00:24:00:23 --:--:--:--
in order to make
housing livable.

00:24:04:01 --:--:--:--
If those conditions
do not exist in your apartment,

00:24:06:24 --:--:--:--
and your landlord has been
put on notice about them,

00:24:09:14 --:--:--:--
then you can raise conditions,

00:24:13:26 --:--:--:--
and in this answer which you
will see blown up on the wall,

00:24:19:29 --:--:--:--
it talks about conditions.

00:24:21:17 --:--:--:--
There are conditions
in my apartment

00:24:23:11 --:--:--:--
which need
to be repaired

00:24:25:10 --:--:--:--
and services
that are not being provided.

00:24:28:04 --:--:--:--
So if there is an elevator
in the building,

00:24:30:11 --:--:--:--
it has to work.

00:24:32:04 --:~:~:~:~:~
Everyone is entitled
to a locked mailbox.

00:24:40:25 --:~:~:~:~:~
One of the--another defense
that can be raised

00:24:43:19 --:~:~:~:~:~
in a nonpayment proceeding

00:24:45:16 --:--:--:--
or another kind of proceeding
which is called a holdover,

00:24:47:24 --:--:--:--
and I assume there'll be
another training on that issue,

00:24:50:28 --:--:--:--
but for now, let's stick
with nonpayment proceedings,

00:24:53:17 --:--:--:--
is, you may be living
in an illegal apartment.

00:24:57:00 --:--:--:--
We know, certainly,
that in the outer boroughs,

00:24:59:26 --:~:~:~:~:~
in Queens, in Staten Island,
certainly in Brooklyn,

00:25:04:01 --:~:~:~:~:~
there are apartments
that landlords have converted,

00:25:07:23 --:~:~:~:~:~
usually from small homes,
one- or two-family homes

00:25:11:22 --:~:~:~:~:~
where they've put in
a basement apartment.

00:25:14:15 --:~:~:~:~:~
Now, that apartment
may not be legal.

00:25:17:29 --:~:~:~:~:~
Certainly, if it doesn't have
two means of egress,

00:25:22:25 --:~:~:~:~:~
a way to get in and out,
it probably is not legal.

00:25:28:20 --:~:~:~:~:~
That's an important fire code

00:25:31:26 --:~:~:~:~:~
that apartments have to have
two means of getting out

00:25:34:21 --:--:--:--
so that if
the fire is raging

00:25:36:17 --:--:--:--
where you would normally exit
the front door,

00:25:39:01 --:--:--:--
you can get out
through the fire escape.

00:25:42:12 --:--:--:--
In a basement apartment,
you are trapped

00:25:44:20 --:~:~:~:~:~
if the fire is at
that one entrance and exit door.

00:25:50:00 --:~:~:~:~:~
So you might bring
to the court's attention,

00:25:52:12 --:~:~:~:~:~
this is
an illegal apartment.

00:25:55:07 --:~:~:~:~:~
What the law says
about illegal apartments

00:25:57:17 --:~:~:~:~:~
is that landlords
can't collect rent

00:26:00:13 --:~:~:~:~:~
until it is made legal.

00:26:03:11 --:~:~:~:~:~
Now, if you had been paying rent
up until this point,

00:26:07:12 --:~:~:~:~:~
you can't get the back rent
that you've paid,

00:26:10:22 --:~:~:~:~:~
but you can certainly ask
the court to rule

00:26:14:05 --:~:~:~:~:~
that you shouldn't have to pay
any future rent

00:26:16:23 --:~:~:~:~:~

because you're living
in an illegal apartment,

00:26:18:21 --:--:--:--
illegal attics.

00:26:21:04 --:--:--:--
We know of housing
and we've seen it on television

00:26:23:20 --:--:--:--
where people are crammed
into rooms in bunk beds,

00:26:27:18 --:--:--:--
you know,
people who are poor

00:26:30:12 --:--:--:--
and immigrant workers

00:26:32:03 --:--:--:--
and don't know
what their rights are.

00:26:34:03 00:26:39:07
So all of those are defenses
to nonpayment proceedings.