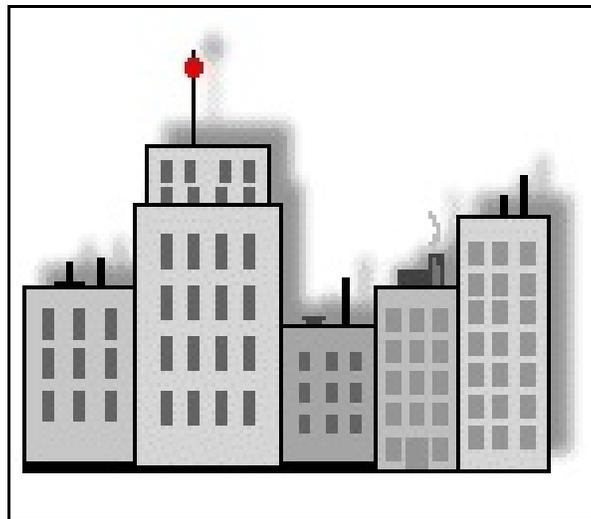


A TENANT'S GUIDE TO THE NEW YORK CITY HOUSING COURT



The Association of the Bar of the City of New York
Housing Court Public Service Projects Committee
and

The Civil Court of the City of New York
Fern A. Fisher
Administrative Judge

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CHAPTER 1 TENANT'S GUIDE INTRODUCTION

This is a Guide for tenants to the Housing Part of the Civil Court of the City of New York. Cases (lawsuits) to collect rent, evict tenants and enforce rights regarding housing conditions are brought in the Housing Court.

This Guide can help you understand the kinds of lawsuits your landlord can start against you and what you can do to defend yourself. It also tells you about lawsuits that you can start against your landlord. Not all housing problems can or should be solved in Housing Court. Many problems can be solved by talking with your landlord or superintendent. If you have difficulty talking with your landlord or superintendent, you might consider contacting a local community mediation center for help with communicating your concerns to your landlord or superintendent.

This Guide discusses the most common events and court procedures in Housing Court. No guide, including this one, can cover every tenant's case. However, it will be helpful for you to know what is most likely to happen and how you can best be prepared.

There are two ways to use this Guide to find information about the Housing Court. You can look up general topics using the Table of Contents (page I) of this Guide, or, if you have a particular question about housing court, it may be listed in this Guide's Frequently Asked Questions section (page ii). Look for your question and then look to the corresponding page listed.

Please Note: This Guide is not a substitute for a lawyer. Most landlords in Housing Court are represented by lawyers. If you do not have a lawyer, you may be at a disadvantage. Whenever you receive legal papers, you should try to see a lawyer immediately. Information telling you how to try to get a lawyer, even if you have no money to pay for one, is included in this Guide (page 20-21). If you have not been able to get a lawyer by the time you go to court and are still trying to get one or to get legal advice, you may ask the Judge for more time to find or talk to a lawyer.

CHAPTER 2 TYPES OF CASES BROUGHT IN HOUSING COURT

Cases Brought by Landlords:

There are two types of cases your landlord can bring against you:

1. Nonpayment cases: The landlord claims you owe rent and is suing to collect the overdue rent and to evict you if you do not or cannot pay it.
2. Holdover cases: The landlord wants you evicted for reasons other than nonpayment of rent.

Cases Brought by Tenants:

There are three main types of cases you can bring against your landlord:

1. Illegal Eviction proceedings: You ask the court to order your landlord or roommate to let you move back into your apartment after you have been illegally evicted.
2. Housing Part ("HP") proceedings: You ask the court to order the landlord to make repairs in your apartment or building.
3. 7A proceedings: One-third or more of the tenants in a building ask the court to take control of the building away from the landlord and give it to a court-supervised administrator.

Section 2A NONPAYMENT CASES

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

Before you can be sued, the landlord or someone working for the landlord must demand the overdue rent from you and warn you that, if you do not pay, you can be evicted. You can be told this orally or in writing. If your lease requires that this kind of demand be given in writing, then it must be in writing. If it is in writing, the rent demand must be delivered to you at least three days before the day that the court papers are served, unless your lease requires more days. (For more information, see p. 7, Chapter 3, "How Legal Papers are Served")

If you do not pay the rent after the demand for rent is made, the landlord can file a nonpayment petition against you in Housing Court. The petition and notice of petition, usually the front and back of the same page, must be "served" on you. The Court Clerk will mail you a postcard after the landlord's petition is served telling you to promptly come to court. If you do not receive the papers but have reason to believe that a case has begun against you then you should go to your local Housing Court and check with the Clerk's office to find out the status of your case. Failure to respond to papers could result in a "default judgment" being entered against you, and your eviction. (For more information, see p. 7, Chapter 3, "How Legal Papers are Served")

When you receive the nonpayment petition, go to the Landlord-Tenant Clerk's Office in the Housing Court right away to answer the petition. You must do this within five days of receiving the papers from your landlord. If you are late, you still should go to the Landlord-Tenant Clerk's Office. You can simply tell the Landlord-Tenant Clerk your answer OR you can give the Clerk a written answer. If you need help in answering the petition, there are posters on the wall in every Landlord-Tenant Clerk's Office which will give you information on how to answer a nonpayment petition. The Clerk will have a list of possible reasons the tenant's have not paid their rent. (see below). You may also go to the "Resource Center" located in each Housing Court for information on how to answer and about what happens in a nonpayment case.

If you decide to answer in writing, a copy of your answer must first be "served" on the landlord by giving it or mailing it to the landlord's lawyer or to the landlord if there is no lawyer's name on the court papers. If your landlord has an attorney, all papers must be served upon the attorney and not the landlord. You should then bring a copy of the written answer with an affidavit swearing how you "served" the landlord to the Landlord-Tenant Clerk in your local Housing Court.

If you choose to answer orally, you must tell your answer to a Clerk in the Landlord-Tenant Clerk's Office in your local Housing Court. After you tell the Clerk your answer, the Clerk will give you a copy of that form. You should check to see that the Clerk has checked or written down all of the defenses you told the Clerk. A copy of your answer will also be sent to the landlord or the landlord's attorney, and the original will be kept in the court file for your case.

What to Say in Your Answer to a Nonpayment Petition:

Below is a list of possible defenses. You may have a defense that is not listed below. Failure to raise a defense in your answer at this time may prevent you from raising it later in your case.

SERVICE

1. The Respondent did not receive a copy of the Petition and Notice of Petition.
2. The Respondent received the Petition and Notice of Petition, but service was not correct as required by law.

PARTIES

3. The Respondent is indicated improperly, by the wrong name, or is not indicated on the Petition and Notice of Petition.
4. The Petitioner is not the Landlord or Owner of the building.

RENT

5. The Respondent was not asked, either orally or in writing, to pay the rent before the Petitioner and Notice of Petition.
6. The Respondent tried to pay the rent, but the Petitioner refused to accept it.
7. The monthly rent being requested is not the legal rent of the amount on the current lease.
8. The Petitioner owes money to the Respondent because of a rent overcharge.
9. The rent, or a portion of the rent, has already been paid to the Petitioner.

APARTMENT

10. There are conditions in the apartment which need to be repaired and/or services which the Petitioner has not provided.

11. The Respondent receives Public Assistance and there are Housing Code violations in the apartment or the building.

12. The apartment is an illegal apartment.

You may also add counterclaims, if relevant, as part of your answer. A counterclaim is a claim that you may have against your landlord. In a counterclaim you are asking the landlord to pay you money.

Failure to raise a defense or claim in your answer at this time may prevent you from raising it later in your case.

You can also ask for a jury trial in your answer. If you want a jury trial, you must file a "jury demand" and pay the jury fee at the time that you file your answer. Be sure to read your lease, as most leases have a jury waiver clause. If you do not file the jury demand at the time that you file your answer, you may also ask the judge presiding over your case to allow you to file a jury demand at a later time. However, it will be up to the judge to grant or deny that request. If you cannot pay the jury fee because you do not have enough money, you can ask that the fee be waived. See the Landlord and Tenant Clerk for more information on this.

When you give the Clerk your answer, the Clerk will issue a date for you and the landlord to come to court. This is called your "court date." The Clerk will write or stamp the court date, time, and the courtroom (also referred to as "Part" with a letter of the alphabet after it) on your copy of the answer. The courtrooms or "Parts" are also called "Resolution Parts." The court date is usually a week after you give your answer to the Clerk. You must be in court on your court date and be on time. Failure to appear in court or to be present when the case is called could result in a "default judgment" against you. (See p. , Section 4B, "What to Do When Going to Court")

What to do if You Receive a Notice of Eviction:

If you do not answer the petition, whether or not you received it, or do not go to court on your court date, you can be evicted.

1. If you receive a notice of eviction, go to the Landlord-Tenant Clerk's office right away and ask for an "Order to Show Cause." (See p. 16, Section 5B, "Order to Show Cause")

2. Bring any papers or postcards you received from the court or from the landlord, as well as the notice of eviction with you. Tell the Clerk if the papers were not delivered to you or were not delivered properly. Also tell the clerk why you did not go to court on your court date or answer the notice of petition. (See p. 7, Chapter 3, "How Legal Papers are Served")

3. If a Judge signs the Order to Show Cause with a "stay" of the eviction, this will stop the eviction at least until you can come back to court and tell a Judge what happened.

Section 2B HOLDOVER CASES

A holdover case is brought by a landlord to evict a tenant or the person in the apartment 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. Therefore, the help of a lawyer is especially important in holdover cases.

The landlord is usually, but not always, required to give you a written “notice to cure.” This notice will tell you how the landlord thinks you are breaking the lease or acting in a way that is not appropriate for a tenant. It gives you a chance to correct the problem before the landlord starts a holdover.

Before court papers are delivered to you, the landlord must, in almost all cases, also give you a written “notice of termination.” If you have received a notice to cure, you will likely receive the notice of termination about 10 days later. This notice will give you details about the landlord’s decision to terminate your tenancy. The notice must also tell you that you must be out of your apartment by a specific date or the landlord will take you to court to evict you. (Generally, this notice must be given to you in one of the ways described in Chapter 3, p. 7, “How Legal Papers Are Served”)

If the landlord was not required to give you a notice to cure or a notice of termination, you may simply receive a notice which tells you that you must be out of your apartment by a specific date (usually 10 days after the notice is delivered to you). This notice, sometimes called a “Notice to Quit,” explains why the landlord believes that you do not have any right to stay in the apartment – for example, that you are not a tenant. (Generally, this notice must be given to you in one of the ways described in Chapter 3, p. 7, “How Legal Papers Are Served”)

After the date listed in the notice of termination or notice to quit by which the landlord has notified you that he or she wants you out of the apartment, you must be given court papers called a “holdover petition” and “notice of petition” to bring with you to the court. (These papers must be delivered to you in one of the ways described in Chapter 3, p. 7, “How Legal Papers Are Served”)

The Court Clerk will mail you a postcard when the affidavit of service of the holdover notice of petition is filed. The postcard will have the date, time and courtroom (also referred to as “Part” with a letter of the alphabet after it) at which the holdover will be presented to the judge. The courtrooms or “Parts” are also called “Resolution Parts.”

You must “Answer” the petition. An answer is your response and defense to the claims in the petition. You can answer the petition orally or in writing when you go to court on your court date or you can answer in writing before your court date.

What to Say in Your Answer to a Holdover Petition:

Below is a list of possible defenses. You may have a defense that is not listed here.

1. What the landlord claims you did or did not do is not true, or is not as serious as the landlord claims it is.
2. The notice to cure or notice of termination does not contain enough specific information to allow you to correct the problem or defend against the landlord's case.
3. The notice to cure, notice of termination, notice to quit or holdover petition and notice of petition were not given to you properly. (See p. 7, Chapter 3, "How Legal Papers are Served")
4. The landlord accepted rent from you after the date listed in the notice of termination and before you were served with the notice of petition and petition. This means that the landlord, by accepting your rent, may have renewed your tenancy and will have to restart the court case.
5. The landlord is suing to "get even" because you recently complained to a government agency about your housing conditions or joined a tenants' association. This is called a "retaliatory eviction.
6. The notice to cure or notice of termination was not signed by the landlord or an authorized agent.
7. The petition does not set forth a cause of action.
8. Even though you did not have a lease in your name, you now have a right to a lease in your name because you are a family member of, or had a close family-like relationship with, the prior tenant and lived with that tenant before he or she left the apartment. These are known as succession rights.
9. The apartment you live in is an illegal apartment and is therefore not included in what is called a "multiple dwelling registration." (See Glossary: Multiple Dwelling Registration)

You can also ask for a jury trial in your answer. (You can learn more about requesting a jury trial on p. 4, Section 2A, "Nonpayment Cases")

The holdover petition will tell you the court address, the courtroom number (usually referred to as "Part" with a letter of the alphabet after it), and the date and time you are scheduled to appear in Housing Court, usually within two weeks of the date you received the court papers. You must be in court on your court date and be on time. Failure to appear in court or to be present when the case is called could result in a "default judgment" against you. (See p. 9, Section 4B, "What to Do When Going to Court")

Section 2C ILLEGAL LOCKOUT PROCEEDINGS

In most situations, a landlord may not attempt to evict a tenant without first bringing the tenant to court and obtaining a judgment of possession and a warrant of eviction. If your landlord has changed your locks or turned off heat and/or electricity in an attempt to evict you, you may bring an Illegal Lockout Proceeding against your landlord in Housing Court.

Under New York State law, a tenant who has been put out or kept out of his or her apartment in an unlawful manner may be entitled to recover triple damages.

If your landlord locks you out, threatens to do so, or takes any action to put you out of your apartment, including turning off the water, electricity, or heat, you should also contact the local police as they may be able to assist you. In some instances the police may order the landlord to restore you to the apartment and/or let the landlord know that a proceeding in Housing Court must be started.

To start an illegal lockout proceeding come to the Landlord-Tenant Clerk's office and fill out a petition in support of an Order to Show Cause. (See p. 16, Section 5B, "Order to Show Cause") You will fill out an "affidavit" which states that you have been wrongfully put out of your apartment. It is helpful to bring documentation, such as, a lease, rent receipts, utility bills and mail addressed to you at the apartment. The clerk will witness your completed petition, assign a hearing date and submit the papers to a judge. If the judge signs your Order to Show Cause, you must pay a court fee to the cashier to obtain an index number. The fee must be paid by cash, certified check, money order or bank check. Personal checks will not be accepted. If you cannot afford to pay the fee you may apply to proceed as a poor person. You must serve your petition in the manner directed in the Order to Show Cause. You must return to court on the hearing date, which will generally be within one or two days, at the room and time indicated. Bring your copy of the papers, proof of service, and any other proof with you on the hearing date.

CHAPTER 3 HOW LEGAL PAPERS ARE "SERVED"

There are only three ways to deliver or "serve" a notice of petition and petition in nonpayment and holdover cases. The notice of termination and the notice to quit usually have to be served in one of these three ways also.

Three Ways Your Landlord Can Serve You a Notice of Petition and a Petition:

1. **Personal Delivery:** One copy of the notice of petition and petition may be given to you personally. If they are given to you personally, no other copies have to be served on you.
2. **Substituted Service:** This kind of service takes two separate steps and must result in your being served with three copies of the notice of petition and petition. One copy must be given to a person of "suitable age and discretion" who lives or works at your home, not just someone who happens to be there (This person does not have to be an adult, but it should not be a small child). By the next day, excluding weekends and certain holidays, the two other copies must be mailed to you, one copy by regular and one copy by registered or certified mail. Certified mail does not require a return receipt, but you will probably have to sign for it.
3. **Conspicuous Place Service (often called "Nail and Mail Service"):** This kind of service also takes two separate steps and must result in your being served with three copies of the notice of petition and petition. The person serving the notice of petition and petition must come to your apartment at least two times to try to give those papers to you personally or to someone who lives or works at your home. Those two attempts must be at different times of the day, usually once during working hours and once during non-working hours. After those two attempts, the person serving the notice of petition and petition can attach one copy to your door or place it under your door. By the next day,

excluding weekends and certain holidays, the two other copies must be mailed to you, one copy by regular mail and one copy by registered or certified mail. Certified mail does not require a return receipt, but you will probably have to sign for it.

What Do I Do if I Was Not “Served” Properly?

1. When you answer, tell the Clerk or the Judge if the landlord did not follow one of the three proper ways to serve you with the legal papers described above.
2. If you were not served properly and do not raise that defense in your answer you may be deemed to have waived that defense. If you do raise improper service as a defense, the Judge may decide to set a date for a hearing, called a "traverse" hearing, to decide whether the service of the court papers was proper.
3. At the traverse hearing, the landlord's process server may be asked to tell under oath how the legal papers were served. You will have the right to ask the process server questions, to testify yourself, and to call witnesses to explain that the papers were not received in one of the ways described above.
4. If the Judge finds the service of the legal papers was not correct, the case will be dismissed. However, the landlord may start the case over again by giving you a new set of legal papers. If you receive a new set of legal papers, do not ignore these court papers. You must answer them as described above or you may be evicted from your home.

Things to Keep in Mind:

1. Every person named in the petition must be served his or her own set of legal papers.
2. If you receive a notice from the Post Office that the Post Office has registered or certified mail for you, go pick it up. The court will find that the landlord has properly served the notice of petition and petition even if you don't pick up the letter with the papers from the Post Office (as long as the landlord has followed all of the other service requirements described above)
3. If you believe you were not properly served, you must bring it to the attention of the Court when you answer the case or when you first appear, whichever is sooner. If you appear in Court and fail to raise a defense of improper service, you may be prevented from raising it later in your case.

CHAPTER 4 GOING TO COURT

Section 4A WHAT TO BRING TO COURT

Checklist of Items to Bring With You to Housing Court:

- All court papers and other papers you have received from your landlord.
- Your lease and renewal leases, if you have them.
- If the case is for nonpayment of rent, bring proof of your rent payments. Bring rent receipts, canceled checks or copies of money orders.
- Records of all your apartment and building problems, including problems with heat, hot water and all other repairs and services

- Photographs of all problems in your apartment or building. Label the photograph with the date it was taken and what is pictured.
- Copies of letters or other documents you sent to the landlord, superintendent or government agencies (and proof, if you have it, that the letters were mailed and received) regarding problems with your apartment or building.
- Lists of the dates on which you talked with the landlord, superintendent or other building staff about problems in your apartment or building and what you said.
- Receipts for labor and materials for any repairs that you made.
- Anything else you believe will help your case.
- If your case is scheduled for a hearing or trial, also bring all witnesses you want to testify. Your witnesses must be present for the hearing or trial because in general, sworn statements and affidavits are not permitted at a hearing or at trial.

Things To Keep In Mind:

1. Issuing a Subpoena: If you have trouble getting documents or witnesses that you need, you can ask the Clerk or Judge to issue a subpoena. A subpoena is a court order that directs someone, including a government agency, to come to court on a particular date either to testify or to produce a document. You should ask for and serve a subpoena at least 48 hours before the trial date. There are subpoena forms in the Landlord-Tenant Clerk's Office. The Clerk will explain how to fill out the subpoena and give it to a Judge to sign if necessary.
2. Proof of Conversations: bring any follow-up letters that you sent by certified mail, return receipt requested, to your landlord or superintendent after you had conversations with them, as proof of those conversations.
3. Proof of Letters Sent: Sending letters by certified mail, return receipt requested, is a good idea since that will give you proof of mailing and receipt.

Section 4B WHAT DO I DO WHEN I GO TO COURT?

GET TO COURT EARLY! Leave plenty of time to get through security at the entrance of the courthouse. There are free childcare centers located in the Bronx, New York and Queens Housing Court buildings where you may leave young children while your case is being heard. On your first court date, you must be in the courtroom that you were told to go to by the Clerk (in a nonpayment case) or that was indicated in the Notice of Petition (in a holdover case). Remember that court may be an all day affair.

The first courtroom you go to is usually called a Resolution Part. The Resolution Part is a courtroom where the landlord and tenant have a chance to discuss and try to settle the case. The Resolution Part has a Housing Court Judge, two court attorneys, a court clerk, and a court officer. The Resolution Part oversees settlement negotiations, pre-trial motions, and enforces settlement agreements that were ordered by the court.

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

1. Find your name on the calendar, usually posted in the hallway outside the courtroom. Write down the calendar number of your case.
2. Tell the court clerk or officer that you are the tenant in the case and give them the calendar number. Let him or her know if you need an interpreter or if you have an application to make before the Judge.
3. Ask the court clerk if you also have to check or circle your name on a list of cases.
4. Be seated in the courtroom, or stay near the courtroom so you can hear when your case is called.
5. Silence is required in the courtroom.
6. You are free to try to settle the case with your landlord or your landlord's attorney, but you do not have to speak with him or her without the Judge or the court attorney being present.
7. If you decide to speak with your landlord but would like the Court Attorney to be present and lead the conference tell the Court Clerk.
8. In some counties, mediators are available who will facilitate a settlement with your landlord. Let the Clerk know that you would like to have a mediator deal with your case.
9. After you settle the case, and even if you do not settle the case, you will be brought before the judge. If there was some reason that kept you from settling the case, you should tell the judge, as he or she might be able to make a suggestion or propose something that may be acceptable to both you and the landlord.

What Should I do When My Case is Called?

Each case will be called by the Judge or the court attorney.

1. When your case is called, the landlord and tenant will meet with the Judge or the court attorney.
2. In a nonpayment case, your written answer or the record of your oral answer should be in the court file; in a holdover case, if you served and filed a written answer, it should be in the court file. The Judge or court attorney should look at your answer. You can ask the Judge to add other defenses to your answer.
3. If your apartment needs repairs you can ask for an inspection. (See p. 18, Section 6A, "How to Request a Housing Inspection")
4. If you need time to get an attorney or documents, or if you are not ready to discuss your case, you can ask to come back on a later date. That is called an "adjournment."
5. The Judge can make you deposit the rent the landlord claims is owed as of the date the court papers were served if you request two adjournments or if the case has been in court for more than 30 days.
6. If you are not able to settle your case with the landlord before being called by the Judge or the court attorney, tell the Judge or the 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 landlord reach an agreement.
7. If you are able to settle your case with your landlord either before or after you meet with the Judge or court attorney, a Stipulation of Settlement will be written. (See p. 11, Section 4C, "Settlements and Stipulations") You will then go before the Judge with the stipulation. The Judge should explain what is in the stipulation and ask you if you have any questions about the stipulation. Be sure to ask questions if you do not understand

anything in the stipulation. If you disagree with anything in the stipulation or feel that you were forced into agreeing to the stipulation, tell the Judge. No one can force you to settle a case.

If the case is not settled, it will be sent to Part X to be scheduled for trial on that day or another day. The trial will take place in a different courtroom, called a "Trial Part." At a trial, the landlord will have to prove his or her case and you will have to prove your defenses or claims. (See p. 12, Section 4D, "Trials")

If the case is adjourned or scheduled for trial on another date, be sure to come back to Court on that date and go to the courtroom you were told to go to by the Court. Follow the same instructions given above about checking your name on the calendar and checking 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 p. 12, Section 4D, "Trials")

If you get any papers from the landlord 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 going back to court, or when 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 can speak to an attorney in the Resource Center who will provide information as to how the trial will be run.

Section 4C SETTLEMENTS AND STIPULATIONS

You and your landlord may reach a settlement to your case in the Resolution Part, in mediation, or even in the Trial Part, with or without the assistance of the Judge, the court attorney or the court mediator. Reaching an agreement is usually easier in a nonpayment case than in a holdover case, since the landlord usually wants you to move out in a holdover case. Most nonpayment cases are settled rather than tried.

Be careful. Agree only to what you think is fair and be sure you can do what you promise. Be sure you know what legal rights you may be giving up. Do not sign anything until you have read and understood the whole agreement and if you have any questions, wait until the court attorney or the Judge has explained to you what you are signing. If you have any questions or doubts, you have the right to talk to the Judge.

In a nonpayment proceeding, if the issue is repairs, the stipulation should set up access dates and completion dates for existing repairs. If the landlord is agreeing to waive some of the rent you owe because of the conditions you have lived with in the apartment, the stipulation should specify the amount and time period covered. If the stipulation sets up an installment plan for you to pay back rent over time, be sure that you will be able to make the payments you are agreeing to make. If you are expecting rent money from the

Department of Social Services, keep in mind that there can sometimes be delays. Remember, if the stipulation contains a final judgment for the landlord and you fail to make a payment, a Judge may not sign an Order to Show Cause giving you more time to pay unless you can deposit all of the money due on the judgment with the Court, or unless the stipulation says that you can get more time without depositing all of the rent money.

In a holdover case, the stipulation should give you enough time to correct any issues which you have agreed to take care of. If you have agreed to give up the apartment or the landlord has agreed to waive rent in exchange for giving up the apartment, the stipulation should give you enough time to find a place to move.

If you cannot pay on time, or cannot do other things you promised in the stipulation, go to the Landlord-Tenant Clerk's office and ask for an Order to Show Cause to get more time. (See p. 16, Section 5B, "Order to Show Cause") A Judge will read your affidavit and decide whether to give you more time. If your request for more time is denied, you may be evicted if you cannot pay on time or keep other promises you made in the agreement.

Section 4D TRIALS

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 "tenant" and go before the Judge. The Judge will ask you and the landlord or his or her attorney 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 hold a trial of your case that day.

Be sure to have all witnesses and documents ready before you go out to trial. If you need to have the case put off in order to get documents or witnesses you will need for the trial, you can ask the Trial Part 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. For nonpayment proceedings, bring all rent receipts and statements that you have in your possession. You will be able to refer to the court inspection, if there is one, to help you talk about the conditions in your apartment and you can also use photographs to help the Judge understand how bad the problems are. (See "What I Should Bring to Court?" page regarding some of the evidence you may need at a trial),

During the trial, you should not argue with or address your objections, comments or arguments to the landlord or his or her attorney. Everything should be addressed to the Judge to try to convince the Judge to decide in your favor. In the same way, the landlord or his or her attorney should not address his or her arguments, comments or objections to you, but to the Judge. Neither you nor the landlord should interrupt each other unless you are making an objection during the trial. 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 will be presented first. All witnesses will be asked to swear or affirm that they will tell the truth. What the witness says to the court is called "testimony."

During the landlord's case, you can "object" to questions that are being asked of a witness or to documents the landlord introduces. You can "object" if you think there is a good reason why the testimony or the document should not be allowed by the Judge, not just because you disagree with it. You can object if the witness does not have personal knowledge of the things he or she is talking about, but is only repeating what someone else told him or her (this is called "hearsay"). You can also object if you think that the testimony or document has nothing to do with the case (this is called "irrelevant"). You can object if a government document is not certified or if a document is not an original or has been changed.

After each of the landlord's witnesses finishes testifying, you can ask him/her questions about the testimony. This is called "cross-examination."

After the landlord puts on his or her case, you will have a chance to present your case, including testifying on your own behalf and presenting other witnesses or evidence to the Judge. You must bring all evidence and witnesses to court on the day of the trial. (See p. 8, Section 4A, "What to Bring to Court" regarding some of the evidence you may need at a trial) The Judge will not accept written statements, even if they are notarized, from your witnesses. Your witnesses must appear in person to testify. However, the Judge will accept public records if they are certified by the government agency that issued them, for example, printouts from the Department of Social Services (DSS), the Department of Housing Preservation and Development (DHPD), or the Division of Housing and Community Renewal (DHCR).

The landlord or his or her lawyer may "object" to things that you or your witnesses say, or to documents or photographs that you try to give to the Judge. If you do not understand the landlord's objection, ask the Judge to explain it. If the Judge agrees with the landlord's objection to your testimony or other evidence (that's called "sustaining" the objection), you or your witness may not be able to tell that part of your story to the Judge or you may not be able to give a particular document or photograph to the Judge. Therefore, it is important that you try to understand what is going on to the best of your ability.

All witnesses, including you, will be asked to swear or affirm that they will tell the truth. The Judge will listen to you and your witnesses, and will look at documents, photographs, and other evidence before making a decision. Tell the Judge the facts of your case in a simple, straightforward way. Think of it as trying to tell a story to someone. The important thing is for you and your witnesses to tell the Judge the facts of your story in a clear, organized and understandable way.

The Judge cannot give you legal advice about your case, but he or she can explain what is going on, and the procedures and rules that must be followed at a trial.

What to Do After a Final Judgment Has Been Made in a Nonpayment Case:

If the Judge finds that you owe rent, then he or she will issue a judgment in favor of the landlord for the amount of rent and will usually give you only five days to pay that amount. If you pay the full amount to the landlord within that time, the case is over. If the landlord refuses to accept the rent within those five days, you may pay the judgment amount by bank or certified check or money order to the Clerk of the Civil Court. The check or money order should be made payable to the "New York City Department of Finance."

If you cannot pay the full amount of the judgment within five days, the landlord can have a City Marshal ask for a warrant of eviction. Before your eviction, the City Marshal is required to serve you with a notice of eviction. (See p. 15, Section 5A, "Notice of Eviction") If you need more time to pay the full judgment amount, do not wait until you get the Marshal's Notice of Eviction to go to court to ask for an Order to Show Cause. (See p. 16, Section, "Order to Show Cause") However, it may be difficult to get a Judge to sign an Order to Show Cause to give you more time to pay the judgment unless you can deposit the entire amount of the judgment with the Court. If the reason you cannot pay the judgment amount on time is because, through no fault of yours, the Department of Social Services has delayed in giving you the money, be sure to put that fact in your Order to Show Cause along with any supporting documentation. Also include proof of any available funds.

What To Do After a Final Judgment Has Been Made in a Holdover Case:

If the Judge finds that the landlord has proven his or her case, that is, that you have broken important terms of your lease or that the other reasons stated by the landlord for evicting you are serious, you may be given time to correct the problem. If you correct the problem within the amount of time the Judge gives you (usually ten days), the case is over and you can remain in your apartment.

If you do not correct the problem within the time given or if the law does not give you time to correct a problem after trial, the Judge may order you to move out of your apartment. In most cases, the Judge has the power to give you up to six months to move if you pay a fair "use and occupancy" (usually the rent amount) during that time. In general, you will get two to three months to move at first. If you have not moved within that time and want more time, you must go back to Court for an Order to Show Cause to get the additional time. (See p. 16, Section 5B, "Order to Show Cause") You may have to convince the Judge that you really have tried to find another apartment in order to get the additional time. Keep all ads for apartments that you tried to get, with dates and notes like "already taken," "too small" or "in bad neighborhood" to show to the Judge. The Judge may give you extra time to move, but almost never more than a total of six months. When your time to move is up, the landlord can get a City Marshal to serve a notice of eviction to you and then evict you.

During the time that you stay in the apartment you will probably be ordered to pay an amount of money to the landlord, but now it is called "use and occupancy" or "U & O." The Judge will tell you how much "U & O" to pay. It will usually be the same amount as your rent was, but it is possible it will be set based on the market value of the apartment. The Judge may allow the landlord to evict you if the U & O is not paid on time.

CHAPTER 5 INFORMATION ON LEGAL DOCUMENTS

Section 5A NOTICE OF EVICTION

A "notice of eviction" is a written notice from a City Marshal that warns you that you and your family can be evicted soon. An eviction means that the Marshal can come to your apartment, remove you and your family and your belongings from the apartment, and change the door locks.

If the notice of eviction is given to you personally, you can be evicted on the fourth business day after that, not counting weekends and legal holidays. If the notice is not served on you personally, then you can be evicted on the sixth business day after it is left with someone else in your apartment or left on your apartment door. Since mistakes can happen, you should not wait until the fourth or sixth business day before you do something either to stop the eviction or to move out of the apartment if you agree that you do not have the right to remain.

The notice of eviction is the last court paper that needs to be served on you before you are evicted. The notice of eviction will be served after the court issues a warrant of eviction. The notice of eviction is supposed to be served like other legal papers. (See p. 7, Chapter 3, "How Legal Papers are Served") However, even if the Marshal does not serve the papers on you in the right way, it may be difficult for you to stop the eviction or for you to have a judge put you back in your apartment after the eviction if the landlord has a judgment against you after trial or if you have not kept the promises you made in an agreement settling your case.

After the warrant is issued, even if you pay the rent, the landlord may still choose to evict you. If you don't have the landlord's signed written agreement or an Order to Show Cause stopping the eviction, the City Marshal may seek to evict you even though you paid the full judgment to the landlord. In a nonpayment case, before the warrant is issued, the landlord must accept your rent and may not go forward with the eviction.

If you receive a notice of eviction and want to stop or put off your eviction go to the Landlord-Tenant Clerk's Office immediately and ask for an Order to Show Cause. (See p. 16, Section 5B, "Order to Show Cause") To find out if you are scheduled for an eviction call the City Marshal's Office listed on your notice of eviction and ask if a specific date has been set for your eviction. The phone number for the Marshal's Office will be on the notice. Call the City Marshal each day until you find out the date scheduled for your

eviction. Do not wait to get an Order to Show Cause until your eviction is actually scheduled because, by that time, it may be too late.

Section 5B ORDER TO SHOW CAUSE

An "Order to Show Cause" is a court order telling a person to come to court and show why the orders requested by the other side should not be granted. An Order to Show Cause can be used to ask the court to stop an eviction, to force the landlord to live up to his or her part of an agreement or the Judge's order, or to bring your case back before the Judge for any other reason.

To file Order to Show Cause go to the Housing Court Clerk's Office and ask for an Order to Show Cause. Fill out an "affidavit," which is your sworn statement explaining why you need the Court to stop your eviction or give you whatever other assistance you need. Ask the Clerk to have the Judge sign the Order to Show Cause. Ask the Clerk if you should wait or return early the next day. The Order to Show Cause will include an order preventing your eviction until your request can be heard in court at a later date. If your eviction is scheduled for that same day, be sure to tell the Clerk.

If you are being evicted because you did not come to court when you were supposed to, you must show two things in the Order to Show Cause:

1. A good reason for not going to court when you were supposed to, such as "I never received the court papers" or "I was sick," and;
2. A good defense against the landlord's claim in the petition, such as "I paid part or the full amount," or "I need repairs."

If you are being evicted because you did not keep your promise in the settlement agreement or the Judge's order, you must explain that you have a good excuse for not having done so. In a nonpayment case, the Judge may not sign an Order to Show Cause stopping the eviction unless you can deposit the entire judgment amount with the Court or you can prove that you do not have all of the money because of a delay by the Department of Social Services and not through any fault on your part.

What to Do if the Judge DOES NOT Sign the Order to Show Cause:

1. Find out from the Clerk the reason that the order was not signed. Usually there will be a notation on the Order to Show Cause saying the reason for the denial. If the Order to Show Cause was denied because the Judge wanted some more information or a deposit into the court, you might be able to get what the Judge wanted and make another Order to Show Cause.
2. It is also possible to go to the Appellate Term of the Supreme Court to ask the Judges there to review the denial. To do this, you will need a copy of the denied Order to Show Cause. Take the copy to the Appellate Term Clerk's Office. The Clerk will give you the address.
3. When you get to the Appellate Term, you will have to fill out an Affidavit in Support of your request to the Appellate Term. If the Judge from the Appellate Term signs your

Order to Show Cause, you will have to serve a copy on the landlord to his or her attorney, a copy on the Marshall, and bring the original to the Landlord-Tenant Clerk's Office. This is very important, since if you do not do it, the case will not be on the calendar.

4. On the return date, go to the courtroom and let the clerk know that you are there for the Order to Show Cause.

What to Do if the Judge DOES Sign the Order to Show Cause:

First Serve the Order to Show Cause Properly:

1. You must deliver (serve) the papers in the way that the order tells you to do it and by the date and time that the judge has directed, usually the next day.
2. Usually you must deliver a copy of the order to show cause and the affidavit to the landlord's attorney or to the landlord if there is no attorney, and if a warrant of eviction was issued, to the City Marshal. The Clerk will show you how to find the addresses of the attorney and the Marshal.
3. If your eviction is scheduled for that same day or if the Marshal is in a different borough, the Clerk should also call the Marshal to tell him or her that an Order to Show Cause has been signed stopping the eviction. The Clerk will also give you an Affidavit of Service for you to fill out after you have served the Order to Show Cause. The Clerk will give instructions on how to serve the Order to Show Case, but be sure that you understand what you have to do before you leave.
4. When you serve the Order to Show Cause, you should ask the landlord's attorney or the landlord and the City marshal to sign or stamp his/her name and the date and time that he or she received the papers. This is called acknowledging service. If either or both do not sign or stamp your copy, you must fill out the Affidavit of Service. This will be your proof that you served the papers.
5. After you fill out the Affidavit of Service, you must sign it and have it notarized. You must have either a stamped or signed copy of the Order to Show Cause or your Affidavit of Service when you return to the court. If you do not have this and your landlord does not show up, your Order to Show Cause may be denied and you will have to start the process all over again. In the meantime you might be evicted.

Next Go To Court:

1. The Order to Show Cause will tell you the day, time and courtroom to go to when you return to court. Be there on time.
2. Check the calendar on the wall outside of the courtroom to make sure your case is on the calendar.
3. Find your case on the calendar and write down your calendar number so you will know when your case will be called. If your case is not on the calendar, go to the Housing Court Clerk's office or ask the Judge's Clerk what you should do.
4. When your case is called, stand up and say loudly "Tenant." If the landlord does not answer, you may, as described above, have to show your Affidavit of Service and, if you were also told to mail the Order to Show Cause, your Post Office mailing receipts.

5. Even if the landlord is there, he or she may deny that you properly served the Order to Show Cause and you will have to show your proof of service.
6. If the landlord answers, you will be told to step up to see the Judge and tell the Judge the problem. For example, tell the Judge why you missed your earlier court date or why you have not been able to pay the rent under the stipulation you signed or what the landlord has failed to do. (See p. 12, Section 4D, "Trials" for some hints on how to tell your story to the Judge)
7. What will happen depends on the Judge's decision. If you do not understand what is happening, ask the Judge to explain.

CHAPTER 6 HOW TO HANDLE HOUSING REPAIR PROBLEMS

Section 6A HOW TO REQUEST A HOUSING INSPECTION

If you have problems in your apartment or building, even before there is a court case, you can call 311 and request a housing inspection. If an inspection is made, the landlord will receive a notice of all violations.

Once a court case has begun, if you have repair problems in your apartment or building, you should ask for an inspection from the Judge the first time you are in the courtroom or as soon as possible after that. You have a right to ask for a housing inspection and you should ask for it if you need it to prove that there are bad conditions.

If you request an inspection in a nonpayment case on the first court date, you may get a date for the inspection and a date to return to court. You will be asked to make a list of the repairs needed. Make sure to include every problem in your apartment and in the public areas of the building. If a problem or area is not on the list, the inspector may refuse to look at it.

On the day of the inspection, someone must be home to let the inspector in. Be sure to show the inspector all problems in the apartment, hallways, and other public areas. If a problem or area is not shown to the inspector he or she might overlook potential violations.

Section 6B HOW TO FORCE YOUR LANDLORD TO MAKE REPAIRS

If your landlord sues you for nonpayment of rent and you have conditions that need repair in your apartment, be sure to tell Clerk when you file your answer. When you go before the Judge you should tell the Judge about any repairs that are needed in your apartment or your building. If necessary repairs have not been made, the landlord may not have lived up to his or her obligations under what is called the "warranty of habitability." This means the landlord has not kept the apartment and the public areas of the building up to standard living conditions. The Judge may reduce the amount of back

rent that you have to pay because of this. This is called an "abatement." You can also ask the Judge to order the landlord to make repairs. (See p. 18, Section 6A, "How to Request a Housing Inspection")

If as part of the nonpayment case the Judge agrees that you are entitled to repairs or services, the Judge may also order the landlord to make repairs or give you services by a certain date. If the landlord fails to make repairs or give you services by the date the Judge ordered, you should go to court and ask for an Order to Show Cause. (See p. 16, Section 5B, "Order to Show Cause"). The landlord will have to explain why he or she did not make the repairs the court ordered.

You can also sue your landlord to get repairs made. Before starting any action in Housing Court, tell your landlord and superintendent about any problems in your apartment or building. If possible, write a letter to your landlord and superintendent, preferably sent by certified mail, return receipt requested, so you have proof of this. Include a list of the problems and tell them how long each problem has existed. Keep a copy of the letter and the certified mail receipt.

If your landlord refuses to make repairs, you can bring one of the following actions:
Housing Part ("HP") Proceeding: If your apartment needs repairs, you can bring an "HP" case. To begin the case, you must buy an index number to file your case in Court. There is a filing fee which must be paid in cash or by money order made out to "Clerk of the Civil Court." If you cannot afford the filing fee, you can ask the Court Clerk for papers to fill out so you can start the case without paying the fee. After completing these papers, a Judge will decide whether you can begin your case without paying the fee or not. Fill out the HP proceeding papers explaining what needs to be repaired in your apartment and in the public areas of your building. The court may set dates for a housing inspector to visit your building and for a court hearing.

Before you start an HP action, talk to the other tenants in your building. If there are building-wide problems, you and the other tenants may also be able to get help in getting your landlord to make repairs from the Department of Housing Preservation and Development ("HPD"), Tenant Assistance Unit, or from other organizations listed in Section 7B "Where Can I Go for Help" (p. 20).

7A Proceeding: If your building has serious problems, such as frequent lack of heat and hot water or lack of basic maintenance or services, and not just problems in one apartment, or if your landlord is harassing you, you should consider getting together with other tenants and bringing a 7A Proceeding. In a 7A Proceeding, the tenants in a building ask the court to remove the landlord as active manager of the building and appoint an administrator who is supervised by the Court and who 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.

At least one-third of all the tenants in the building must agree to bring a 7A Proceeding. Often, a tenants' association can help in getting enough tenants together to bring a 7A Proceeding. You and the other tenants in your building may be able to get information from the Resource Center in Housing Court, the HPD Tenant Assistance Unit or other organizations listed in Section 7B, "Where Can I Go for Help" (p. 20).

CHAPTER 7 ADDITIONAL LEGAL SUPPORT AND REFERENCE GUIDE

Section 7A HOW TO BE PREPARED TO RESOLVE HOUSING PROBLEMS

Keep records, even if you have never had a problem with the apartment or building you live in. You should always keep the following in a safe place:

1. Your lease and renewal leases.
2. A list of the dates when you paid rent.
3. Proof that you paid rent. If you pay by personal check, keep the canceled check. If you pay by money order, keep a copy of the money order. If you pay by cash, get a rent receipt immediately. Do not accept promises that the receipt will be sent to you later. You have a right to get one every time you pay rent in cash.
4. Notices from government agencies about your apartment.
5. Copies of all letters or papers about your apartment, including any letters or complaints you sent to your landlord or to a government agency. If you sent these letters by certified mail, return receipt requested, keep the receipts you receive from the Post office showing that the person or the agency received the letter and signed for it.
6. A list of the dates when you do not have heat or hot water. The easiest way to do this is on a calendar. This list should also include the temperature in the apartment and outside on each date.
7. A list of the dates when you have had major problems, such as leaks, flooding, broken windows or broken locks, and photographs of any of those problems. This list should also include the dates you talked to the landlord or superintendent regarding these problems.
8. Receipts for work and materials if you are forced to make repairs yourself after notifying the landlord that repairs are needed.

Section 7B WHERE TO GO FOR HELP

- **To find a lawyer:** Lawsuits brought in Housing Court should be taken seriously. Your landlord will probably have the assistance of a lawyer, and you should find a lawyer to help you if you can. The following organizations can be of help:
 - Legal Referral Service (212) 626-7373: If you can afford a lawyer, but do not know how to find one, Legal Referral Service will refer you to a lawyer who will charge a \$35.00 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.

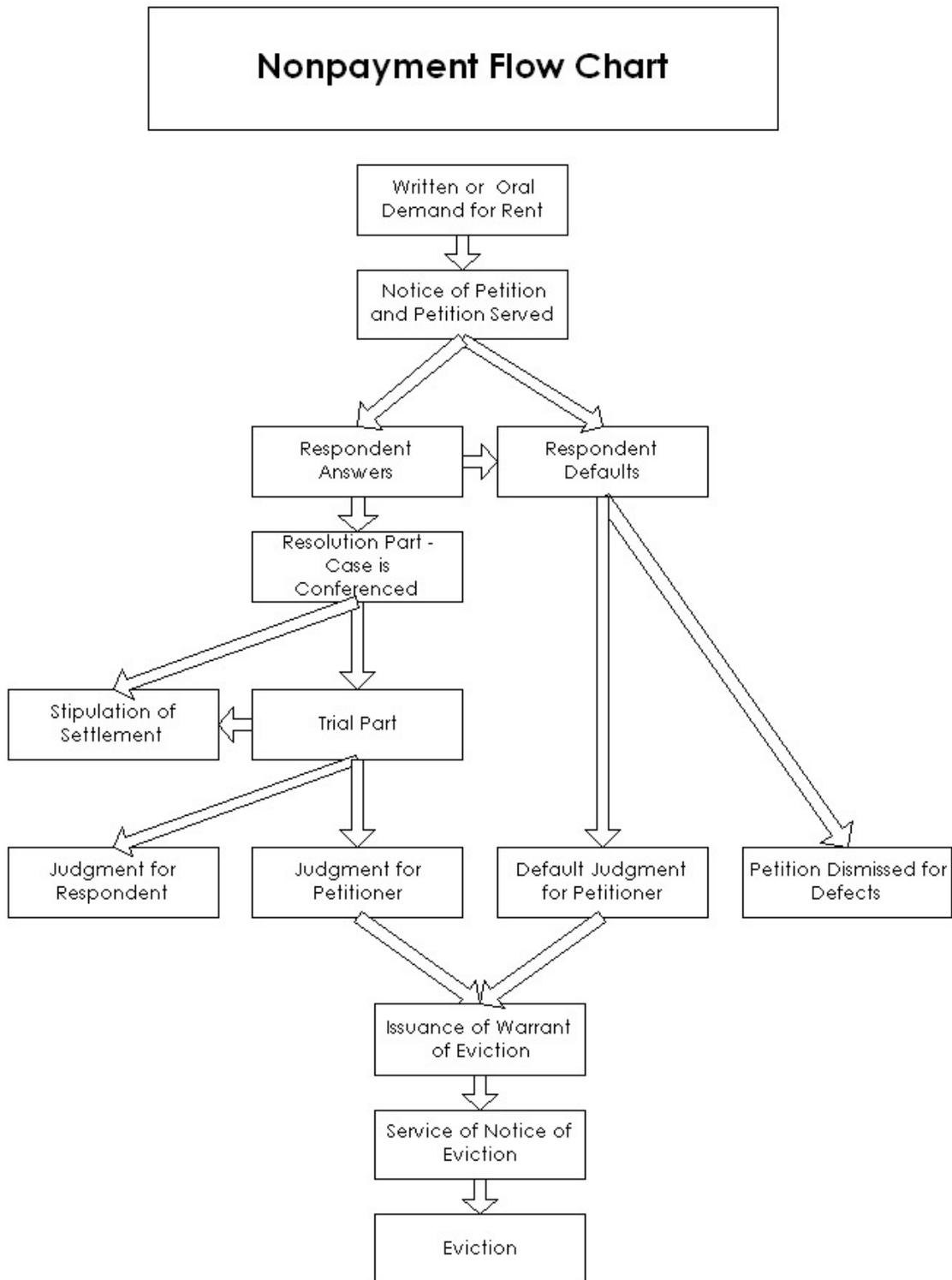
- Legal Aid Society (212) 577-3300 and Legal Services (212) 431-7200: These organizations are available free of charge if you cannot afford a lawyer.
- **To get more information on your rights in Housing Court:** The City-Wide Task Force on Housing Court has information tables in most Housing Courts, or you can call them at (212) 962-4795 or the Metropolitan Council on Housing at (212) 979-0611.
- **For legal and procedural information at the courthouse:** There is a Resource Center in every Housing Court where you can view videos about Housing Court procedures and get written information and forms. There is also an attorney present to give you legal information. In addition, the Volunteer Lawyers Program offers free legal advice on a limited basis at each of the Resource Centers.
- **To get information about Housing Court over the internet:** The Civil Court maintains a website that provides detailed information about the Civil Court. The legal and procedural sections include more information about the topics covered in this booklet. You can also download Civil Court forms for free. The website is also available in Spanish. You can visit the website at: <http://nycourts.gov/nychousing>.
- **To get information about Housing Court over the telephone:** The Civil Court's interactive telephone service provides legal and procedural information. It is available at (646) 386-5700. The service is provided 24 hours and is available in Spanish.
- **To get an interpreter:** The Clerk or the Judge at the Housing Court will get an interpreter for you. There is no charge for this service.
- **To apply for public assistance:** Go to your local office of the New York City Department of Social Services ("DSS"). Also, check to see if there is a DSS liaison office in the Housing Court in your borough.
- **For rental assistance:** The Emergency Rent Coalition is a group of NYC charities that provides financial assistance to tenants facing eviction. Which charities have funding available changes from week to week. To see who may be able to help you, call the City-Wide Task Force on Housing Court, Inc, rental arrears hotline at (212) 962-4795.
- **To report bad housing conditions and heat or hot water complaints:** Call the New York City Hotline at 311.
- **To organize other tenants in your building:** Call the Metropolitan Council on Housing at (212) 979-0611.
- **To claim discrimination:** If your landlord is discriminating against you due to your age, race, gender, sexual orientation or any other grounds, call the New York City Commission on Human Rights at (212) 306-7500 or the New York State Division of Human Rights at (718) 741-8400.
- **To bring an HP action:** Go to the HP Clerk in the courthouse or the Resource Center.
- **For information on 7A proceedings:** Call the HPD 7A Unit at (212) 863-7356.
- **For rent control and rent stabilization information:** Call the New York State Division of Housing and Community Renewal at (718) 739-6400. This office hears complaints about rent overcharges, landlord decreases in service, harassment by the landlord, refusal to renew your lease, and other problems.
- **For security deposit complaints:** Call the New York State Attorney General's Consumer Frauds & Protection Bureau at (212) 416-8300.

Section 7C
GLOSSARY OF LEGAL TERMS

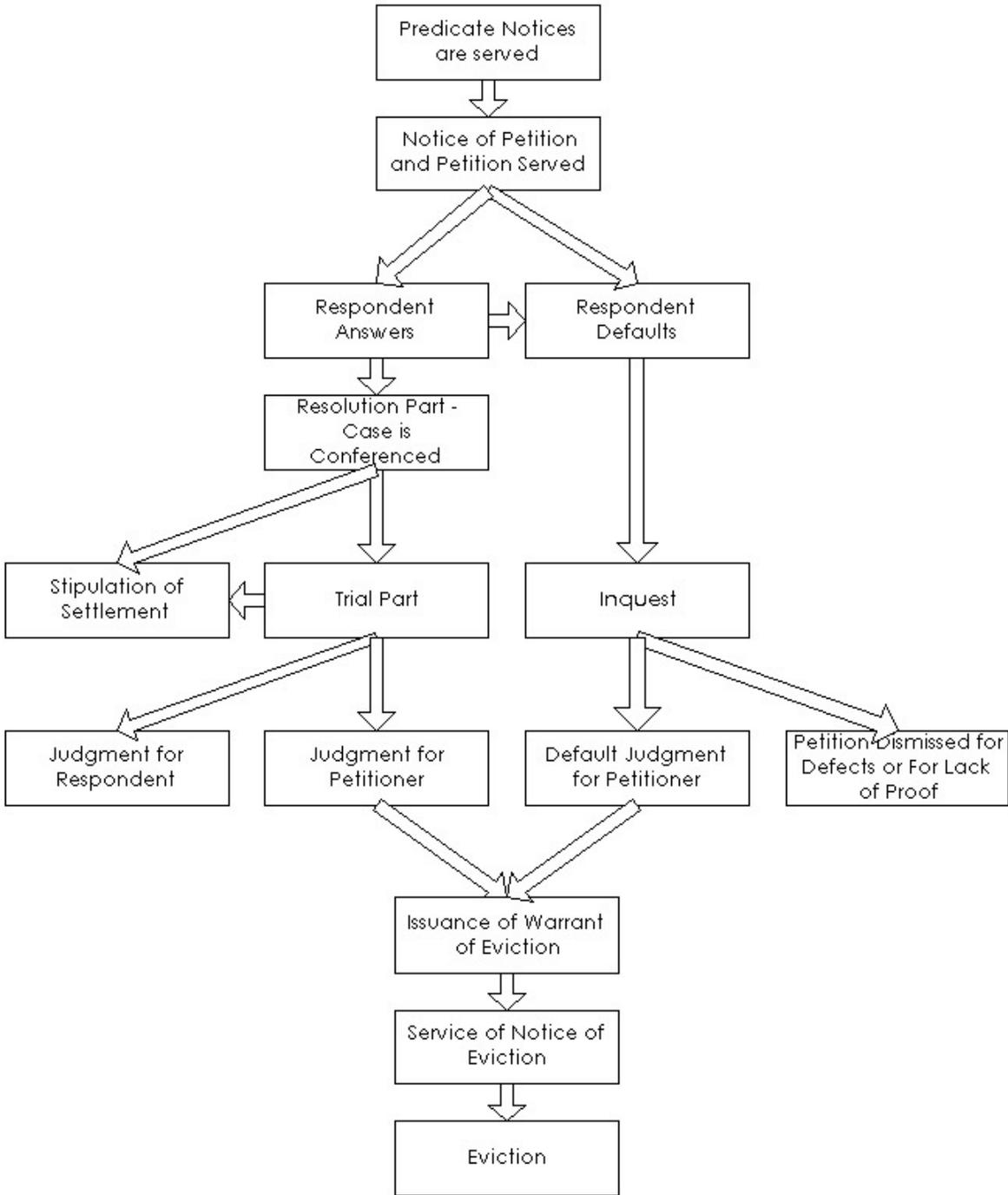
Abatement	A reduction (of rent).
Adjournment	A temporary postponement of the case until a future date.
Affidavit	An affirmed statement made in writing and signed; if sworn, it must be notarized.
Answer	A response by the respondent notifying both the Court and the petitioner (often, the landlord) exactly what the respondent's reply is to the claims in the petition. It may contain a general denial, any defenses and any counterclaims.
Counterclaim	A claim by a respondent to a petitioner, such as for money or repairs.
Default Judgment	A judgment against the respondent as a result of his or her failure to appear or submit papers at an appointed time during the case.
Garnish/garnishment	To seize a portion of wages or other property of a judgment debtor to repay the debt to the judgment creditor. The garnishing party notifies a third party, such as an employer or bank, to hold back something it has for the defendant-debtor.
Levy	To take property in execution of a judgment.
Money Judgment	A judgment for a certain amount of money.
Multiple Dwelling Registration	A requirement that an apartment building with three or more individual units must be registered as a multiple dwelling unit and is thus subject to particular housing rules and regulations.
Nonpayment Petition	The document filed by a landlord in Housing Court when a tenant does not pay the rent due.
Notice of Eviction	The written notice from a City Marshal that warns the tenant that he or she can be evicted soon.
Notice of Petition	A petitioner's written notice delivered to the respondents stating when the court will hear the attached petition.

Order to Show Cause	A direction from the Court to appear and explain why the relief requested should or should not be granted. Often used to try to stop an eviction, to force the landlord to meet his or her part of an agreement or the judge's order, or to bring the case back to the judge for any reason.
Petition	In landlord-tenant cases, a paper filed in court and delivered to the respondents, stating what the petitioner requests from the court and the respondents.
Possessory Judgment	A judgment for possession of residential or non-residential property.
Prima Facie	The basic elements of the plaintiff's case necessary to prove the "facts;" for example, proof of rental agreement, who are the tenants, landlords, etc. Without this information, the judge can dismiss the case.
Service	The delivery of copies of legal documents to the respondent or other person to whom the documents are directed. For example, petitions, orders to show cause, subpoenas, notices to quit the premises are legal documents that must be served. The procedure for service of process is specifically set out in statutes.
Stipulation of Settlement	An agreement between the parties to settle all or part of the case without additional hearings. The settlement must be approved by the Court, and if so, it becomes part of the Court's order.
Subpoena	A document used to demand information or to require a witness to testify in court.
Use and Occupation	Payment to the landlord for the right to use and occupy the apartment after the landlord-tenant relationship has been terminated.
Warranty of Habitability	A promise implied in every tenancy that the apartment will be clean and liveable.

**Section 7D
HOUSING COURT FLOW CHARTS**



Holdover Flow Chart



Section 7E
ADDRESSES AND PUBLIC TRANSIT TRAVEL DIRECTIONS
TO NEW YORK CITY HOUSING COURTS

• **Bronx County:** 1118 Grand Concourse (at 166th Street)

4 Train to 167th Street; B or D train to 167th Street; Bx1 bus to 166th St. & the Grand Concourse; Bx2 bus to 165th St. & the Grand Concourse

• **Harlem Community Court:** 170 East 121st Street

4, 5 or 6 Train - To 125th Street station; M101 or M98 bus to 121st Street; M100 crosstown bus to 3rd Avenue

• **Kings County:** 141 Livingston Street

2, 3, 4, or 5 Train - To Borough Hall Station; A, C, or F Train - To Jay Street/Borough Hall Station; M, N, or R Train - To Lawrence Street/Metro Tech Station

• **New York County:** 111 Centre Street (75 Lafayette Street) (between White and Franklin Streets)

1 Train - To Franklin Street; 4 or 5 Train - To Brooklyn Bridge; 6 Train - To Canal Street; A, C, E, J, M, N, R or Z - To Canal Street Station

• **Queens County:** 89-17 Sutphin Boulevard (at 89th Avenue)

E, F, or J Train - Sutphin Boulevard Station; IQ40, Q43 or Q44 Bus - To Sutphin Boulevard; Q9, Q24, Q30, Q31, Q54, Q56 - To Jamaica Avenue

• **Richmond County:** 927 Castleton Avenue (Corner of Bement Avenue)

At the Staten Island Ferry Bus Ramp take either: S-44 Staten Island Mall Bus or S-46 Castleton Avenue Bus; Get off at the corner of Castleton Avenue and Bement Avenue (About a 20 minute ride from the ferry bus ramp)