What Readers of Legal Writing Like: The Top 29 Selections

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the tenant was only $1,847.77, the landlord concluded that the tenant's conduct constituted a pattern of illegal profiteering violative of RSC § 2525.7(b).

It appears, then, that the new "anti-profiteering" provision aimed at shielding roommates from overcharges may also be used as a sword against tenants who charge their roommates more than their fair share of rent.

Endnotes:
2. For the legislative history of RPL § 235-f, the reader is referred to L. 1983, ch. 403, § 1.
4. RPL § 235-f(1)(a).
   (Since university policy was to offer housing at below market rents only to students, their spouses and dependent children, Roommate Law held inapplicable to Students who wished to share their housing units with their respective partners.)
7. RPL § 235-f(2).
8. RPL § 235-f(7).
9. RPL § 235-f(5).
10. RPL § 235-f(3).
11. RPL § 235-f(4).
   The landlord in this case had brought a holdover proceeding against a rent-controlled tenant on the ground that the tenant had more than one unrelated roommate, in violation of RPL § 235-f (3). The Appellate Division held that the landlord could not affirmatively use the occupancy limits set out in the Roommate Law as a basis for summary proceedings.
   Since the lease in the case referred to the plural form of "occupants" as opposed to "an occupant" or simply "occupant," there was no restriction, under the Roommate Law or the lease, on the number of unrelated occupants who could live in the rental unit with the tenant.
15. See, e.g., Mitchell Gardens No. 1 Cooperative Corp. v. Cataldo, 175 Misc.2d 493, 670 N.Y.S.2d 109 (App.Term, 2d Dep't, 1997) (When a tenant-shareholder invoked RPL § 235-f as a defense to a holdover proceeding brought on the ground that a cooperative apartment was occupied in violation of the proprietary lease, the court looked to the rules and regulations section of the tenant's proprietary lease for a definition of the term "member of the immediate family.").
16. See (RSC) 9 NYCRR §§ 2520.6(n), 2520.6(o)(1); (ETPR) 9 NYCRR §§ 2500.2 (m), 2500.1(n)(1); (NYC Rent & Evict.Reg.); 9 NYCRR §§ 2204.5(a), 2204.6(d)(3)(i); (State Rent & Evict.Reg.); 9 NYCRR §§ 2104.5(a)(1), 2204.6(d)(3)(i).
   The tenant had sought to dismiss the landlord's holdover petition for failure to state a cause of action, citing, in support of her motion, 520 East 81st St. Assoc. v. Roughton-Hester, 157 A.D.2d 199, N.Y.S.2d (1st Dep't 1990). The Mazzola court distinguished Roughton-Hester because it predicated the RSC provision upon which the holdover proceeding was based.
18. (NYC Rent & Evict.Reg.); 9 NYCRR §§ 2202.3(f)(1), 2202.6; (State Rent & Evict.Reg.); 9 NYCRR § 2102.3(b)(3).
Fee for Apartment Renovation Delay Deemed Illegal

A Manhattan couple wished to combine and renovate two adjacent apartments in a Fifth Avenue cooperative. The tenant-shareholders entered into a standard form alteration agreement with the cooperative that stipulated that all renovation work would be completed by or before July 15, 1998. The agreement imposed an alteration fee of $100 for each day that renovation work was in progress, and imposed an automatic $500 fee for each day that completion of the proposed renovations was delayed beyond July 15th. The agreement stated that the $500 fee was “to compensate the Corporation for the costs and inconvenience caused by prolonging the alterations,” unless the Corporation determined in its sole discretion that the delay was beyond the control of the shareholders and their contractor.

On July 9, 1998, a faulty plumbing valve in an upstairs apartment caused water to cascade through the top of a large window in the shareholders’ apartment, creating extensive water damage and delaying completion of the renovation. On November 1, 1998, the cooperative issued an invoice which included an assessment of more than $32,000, representing the fees incurred in connection with the delay in completing apartment renovation work.

The shareholders sued the cooperative for an order declaring the $32,000 fee to be an unlawful imposition of a penalty, and thus null and void. The shareholders argued that the imposition of the penalty was unlawful because: 1) the corporation failed to consider whether the delays were beyond the shareholders’ control; 2) renovation work could not be performed during most of the delay period; and 3) there was no reasonable relationship between the delay and any costs or expenses incurred by the corporation.

In her decision, Justice Lorraine Miller stated: