

109E9 LLC

Petitioner-Landlord
against
Respondent(s)-(Tenant(s))

**NON-PAYMENT PETITION
Residential**

Remigiusz Chlapek
109 East 9th Street, Apt. 2D
New York, NY 10003

JOHN DOE - UnderTenant, JANE DOE - UnderTenant

Respondent(s) - (Occupant(s))

The first names of the tenants and/or UnderTenants being fictitious and unknown to Petitioner,
persons intended being in possession of the premises herein.

The Petition of 109E9 LLC alleges as follows:

1. Petitioner is the landlord and owner of the premises: All rooms in the building known as Apt. 2D, 109 East 9th Street, New York, NY 10003 (premises).
2. Respondent(s) Remigiusz Chlapek is the tenant(s) in possession of said premises, having entered into possession as a statutory tenant, wherein respondent(s) promised to pay to petitioner as rent the sum of \$450.00 each month in advance on the first day of each month.
3. Respondent(s) is now in possession of said premises. Said premises are the residence of the tenant(s) herein.
4. Except for the premises sought to be recovered, the Petitioner lacks written notice of any other address of the respondent(s) herein.
5. Respondent(s) JOHN DOE - UnderTenant, JANE DOE - UnderTenant are additional occupant(s) of the subject premises.
6. The premises from which removal is sought were rented for residential purposes and are described as follows: in the building known as Apt. 2D, 109 East 9th Street, New York, NY 10003 situated within the territorial jurisdiction of the Civil Court of the City of New York, County of New York.
7. Pursuant to the aforementioned agreement there is due from respondent(s) tenant(s) the sum of \$5,850.00
Dec 2023 \$450.00 / Jan 2024 \$450.00 / Feb 2024 \$450.00 / Mar 2024 \$450.00 / Apr 2024 \$450.00 / May 2024 \$450.00 / Jun 2024 \$450.00 / Jul 2024 \$450.00 / Aug 2024 \$450.00 / Sep 2024 \$450.00 / Oct 2024 \$450.00 / Nov 2024 \$450.00 / Dec 2024 \$450.00
8. Said rent has been demanded by written 14-Day demand since same became due. A copy of same along with proof of service is attached hereto and made a part hereof.
9. Respondent(s) has defaulted in the payments thereof and continue in possession of the premises without permission after said default.
10. The premises are subject to the Rent Stabilization Law of 1969 as amended, in that they are located in a Single Room Occupancy building, which is not subject to any exemption. The premises have been duly registered with the N.Y. State Division of Housing and Community Renewal DHCR and the rent demanded herein does not exceed the registered rent and does not exceed the lawful stabilized rent. As a result of the foregoing, the subject premises is exempt from Article 6-A of the Real Property Law (known as the Good Cause Eviction Law).
11. The subject premises sought to be recovered are located in a building that is a multiple dwelling and pursuant to the Housing Maintenance Code Section 27-2097 there is a currently effective registration on file with the Office of Code Enforcement which designates the managing agent named below, a natural person over 21 years of age to be in control of and responsible for the maintenance and operation of the dwelling:
The premises are registered with HPD as a multiple dwelling. Registration Number: 117881
Registered Managing Agent: Michael Geylik 109 East 9th Street, 1st Floor, New York, NY 10003

PLEASE TAKE NOTICE, you may qualify for temporary protection from eviction under New York State Law. For more information about legal resources that may be available to you, go to www.nycourts.gov/evictions/nyc/ or call 718-557-1379 if you live in New York City or go to www.nycourts.gov/evictions/outside-nyc/ or call a local bar association or legal services provider if you live outside of New York City. Rent relief may be available to you, and you should contact your local housing assistance office.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Dated: New York, New York
January 24, 2025

109E9 LLC
Petitioner-Landlord

TO: Remigiusz Chlapek
109 East 9th Street, Apt. 2D
New York, NY 10003

PLEASE TAKE NOTICE that you are hereby required to pay to the landlord of the above-described premises, the sum of \$5,850.00 for rent of the premises as follows:

Arrears history: Dec 2023 \$450.00 / Jan 2024 \$450.00 / Feb 2024 \$450.00 / Mar 2024 \$450.00 / Apr 2024 \$450.00 / May 2024 \$450.00 / Jun 2024 \$450.00 / Jul 2024 \$450.00 / Aug 2024 \$450.00 / Sep 2024 \$450.00 / Oct 2024 \$450.00 / Nov 2024 \$450.00 / Dec 2024 \$450.00

You are required to pay within fourteen days from the day of service of this notice, or to give up possession of the premises to the landlord (provided you do not qualify for temporary protection from eviction under New York State Law, New York State Governor Executive Orders and/or Centers for Disease Control and Prevention Guidelines). If you fail to pay or to give up the premises, the landlord will commence summary proceedings against you to recover possession of the premises (provided you do not qualify for temporary protection from eviction under New York State Law, New York State Governor Executive Orders and/or Centers for Disease Control and Prevention Guidelines).

DATE: December 24, 2024

109E9 LLC
(Landlord)

By: *M. Geylik*
Michael Geylik
Registered Managing Agent

Kucker Marino Winiarsky & Bittens, LLP
Attorney for Landlord
747 Third Avenue
New York, NY 10017
212-869-5030

NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD) UNIT INFORMATION

STREET: 109 East 9th Street

UNIT OR APARTMENT NUMBER: 2D

CITY/TOWN/VILLAGE: New York

STATE: NY ZIP CODE: 10003

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)

YES ___
NO ___X___

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law ___;

B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law) ___;

C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law) ___;

D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law) ___X___;

E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law) ___;

F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law) ; ___;

G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law) ___X___;

H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law) ; ___;

I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law) ___;

J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law) ___;

K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law) ___;

L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law) ___;

M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law) ___;

N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law) ___;

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.) (PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above: ___X___;

B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above: ___;

B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)

A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED): ___X___;

B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED) ___;

C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law): ___;

D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law): ___;

E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law): ___;

F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law): ___;

G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law): ___;

H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law): ____;

I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law): ____;

J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law): ____;

K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law): ____;

L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law): ____;

M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law): ____;

N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law): ____;

**KUCKER
MARINO
WINIARSKY
& BITTENS, LLP**

747 Third Avenue
New York, NY 10017

T 212.869.5030

F 212.944.5818

kuckermarino.com

TO: Remigiusz Chlapek
109 East 9th Street, Apt. 2D
New York, NY 10003

December 23, 2024

RE: 109 East 9th Street, Apt. 2D
New York, NY 10003
Debt Alleged to be Owed/Due:\$5,850.00

Dear Tenant(s):

We are the attorneys for 109E9 LLC (the "creditor") who has informed us that the rental arrears and related charges, if any, as set forth above (the "debt") have not been paid. This notice is being sent to you in connection with the collection of this debt and any information obtained will be used for that purpose.

Very truly yours,

Kucker Marino Winiarsky & Bittens, LLP

M. David Fonseca

By: M. David Fonseca, Esq.
Partner

TO: Remigiusz Chlapek
109 East 9th Street, Apt. 2D
New York, NY 10003

Dear Tenant(s):

RE: 109 East 9th Street, Apt. 2D
New York, NY 10003

Pursuant to the provisions of §235-e (d) of the New York State Real Property Law, this letter shall serve as notification that the monthly rent due under the terms of your lease agreement has not been paid and that five (5) days have elapsed since the date it was due.

109E9 LLC

NYSCEF DOC. NO. 1
Kucker Marino Winiarsky & Bittens, LLP
747 Third Avenue
New York, NY 10017
212-869-5030

TO: Remigiusz Chlapek
109 East 9th Street, Apt. 2D
New York, NY 10003

RECEIVED NYSCEF: 01/30/2025

Reference: 5426-0006

Kucker Marino Winiarsky & Bittens, LLP is a debt collector. We are trying to collect a debt that you owe to 109E9 LLC. We will use any information you give us to help collect the debt.

Our information shows:

You are a tenant of 109E9 LLC

As of December 1, 2024, you owed:	\$5,850.00
Between December 1, 2023 and today:	
You were charged this amount in interest:	+ \$0.00
You were charged this amount in fees:	+ \$0.00
You paid or were credited this amount toward the debt:	- \$0.00

Total amount of the debt now: \$5,850.00

How can you dispute the debt?

- **Call or write to us by February 6, 2025, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by February 6, 2025,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically at www.kuckermarino.com/dispute

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by February 6, 2025, we must stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.kuckermarino.com/request.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.

How do you want to respond?

Check all that apply:

I want to dispute the debt because I think:

- This is not my debt.
- The amount is wrong.
- Other (please describe on reverse or attach additional information).

I want you to send me the name and address of the original creditor.

I enclosed this amount: \$_____.

Make your check payable to 109E9 LLC. Include the reference number 5426-0006.

Quiero este formulario en español.

Mail the bottom portion of this form to:
Kucker Marino Winiarsky & Bittens, LLP
747 Third Avenue
New York, NY 10017

Remigiusz Chlapek
109 East 9th Street, Apt. 2D
New York, NY 10003

USPS® Priority Mail Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only

RECEIVED NYSCEF 01/30/2025

USPS® ARTICLE NUMBER

9307 1699 0430 0129 6760 37

Certified Mail Fee	\$ 4.85
Return Receipt (Hardcopy)	\$
Return Receipt (Electronic)	\$
Certified Mail Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$5.54

Postmark Here

Sent to:

Remigiusz Chlapek
109 East 9th Street, Apt 2D
New York, NY 10003



Reference Information

AMR 5426-0006
NEW YORK, NY 10017-9998

Form 15 - L&T PERSONAL / MAILING



P23144478

KUCKER MARINO WINIARSKY & BITTENS, LLP KUCKER MARINO WINIARSKY & BITTENS

109E9 LLC

index No.

PETITIONER

Date Filed

- vs -

Office No. **5426-0006**

REMIGIUSZ CHLAPEK

Court Date.

RESPONDENT

STATE OF **NEW YORK**, COUNTY OF **NEW YORK** :SS:

JEREMY COLEY being duly sworn, deposes and says; I am over 18 years of age, not a party to this action, and reside in the State of New York. That on the **03rd day of January, 2025 at 11:19AM at 109 EAST 9TH STREET APT. 2D NEW YORK NY 10003**

I served the **FOURTEEN (14) DAY NOTICE, NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW**

Upon **REMIGIUSZ CHLAPEK**

the **RESPONDENT** therein named by delivering and leaving a true copy or copies of the aforementioned documents with **REMIGIUSZ CHLAPEK** said **RESPONDENT** personally. Deponent knew the person served to be the person described as said person therein.

Deponent describes the person served as aforesaid to the best of deponent's ability at the time and circumstances of the service as follows:

SEX: **MALE** COLOR: **FAIR** HAIR: **BLACK**
APP.AGE: **45** APP. HT: **6ft** APP. WT: **175**
OTHER IDENTIFYING FEATURES

Sworn to before me this
09TH day of **JANUARY**, 2025

SELENA INES ADAMES
Notary Public, State of New York
No. 01AD6365042
Qualified in **QUEENS COUNTY**
Commission Expires 09/25/2025

JEREMY COLEY DCA #2112646
Lexitas - DCWP #2098109 #2098109-DCA
1235 BROADWAY 2ND FLOOR
NEW YORK, NY 10001
Reference No: 4-KB-S-23144478

STATE OF **NEW YORK**, COUNTY OF **NEW YORK**

DOUGLAS PHILIP being duly affirmed, deposes and says that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the **03rd day of January, 2025** deponent mailed other true copies thereof for each **RESPONDENT** enclosed in a postpaid properly addressed wrapper marked personal and confidential to the **RESPONDENT(s)** at the property sought to be recovered which is the **RESPONDENT's** residence or corporate **RESPONDENT's** principal place of business by certified mail (**9589071052702406273962**) and by prepaid regular first class mail, and by depositing the same in a Post Office under the exclusive care and custody of the United States Post Office Department within the State, that being the last-known address of the **RESPONDENT(s)** as to which the **PETITIONER** had written information or notice in writing.

Affirmed before me this
09TH day of **JANUARY**, 2025

SELENA INES ADAMES
Notary Public, State of New York
No. 01AD6365042
Qualified in **QUEENS COUNTY**
Commission Expires 09/25/2025

DOUGLAS PHILIP 2121937-DCWP
Lexitas - DCWP #2098109 #2098109-DCA
1235 BROADWAY 2ND FLOOR
NEW YORK, NY 10001
Reference No: 4-KB-S-23144478

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

M. David Fonseca, Esq., one of the attorneys for the Petitioner herein, hereby affirms under the penalties of perjury and pursuant to CPLR 2106 that I have read said Petition and knows the contents thereof; and that upon information and belief the contents thereof are true. The source of affirmant's information and belief are oral statements books and records furnished by the Petitioner, its agents and/or employees and material contained in my office files. The reason this verification is made by counsel is because RPAPL Section 741 authorizes same.

DATED: New York, NEW YORK
January 24, 2025

M. David Fonseca

M. David Fonseca, Esq.
Attorney for Landlord

Kucker Marino Winiarsky & Bittens, LLP
Attorneys for the Petitioner
747 Third Avenue, New York, NY 10017
212-869-5030

109E9 LLC

Petitioner (Landlord)

against

Respondent(s) (Tenant(s))

**NOTICE OF PETITION
Non-Payment
Residential**

Remigiusz Chlapek
109 East 9th Street, Apt. 2D
New York, NY 10003

Petitioner's Business Address:
109 East 9th Street, 1st Floor
New York, NY 10003

JOHN DOE - UnderTenant, JANE DOE - UnderTenant

Respondent(s) - (Occupant(s))

The first names of the tenants and/or UnderTenants being fictitious and unknown to Petitioner,
persons intended being in possession of the premises herein.

Your landlord is suing you for nonpayment of rent.

1. Your landlord has started an eviction nonpayment case against you for rent the landlord claims you owe. The landlord's reasons are given in the attached Petition.
2. Your landlord is asking this Court for:
 - a money judgment for \$5,850.00, plus interest from December 1, 2023, and
 - permission to evict you from your home if you do not pay the money judgment (provided you do not qualify for temporary protection from eviction under New York State Laws or Statutes and/or Federal Laws or Statutes).
 - PLEASE TAKE NOTICE, you may qualify for temporary protection from eviction under New York State Law. For more information about legal resources that may be available to you, go to www.nycourts.gov/evictions/nyc/ or call 718-557-1379 if you live in New York City or go to www.nycourts.gov/evictions/outside-nyc/ or call a local bar association or legal services provider if you live outside of New York City. Rent relief may be available to you, and you should contact your local housing assistance office.
3. You have a right to a trial. But first you must Answer the Petition by going to the landlord-tenant Clerk's Office at: 111 Centre Street Room 225 New York, NY 10013. You must do this **within 10 days** after the date these papers were given to you or a person who lives or works in your home, or were posted at your home at:

Address or description of the premises
109 East 9th Street, Apt. 2D, New York, NY 10003

Warning! If you don't Answer the Petition within 10 days, a judgment may be entered against you. If that happens, the landlord will have the right to evict you.

Your Answer should say the legal reasons that you don't owe all or part of the rent. The legal reasons are called defenses. You can also say any claims you have against the landlord. You will have to prove your defenses and claims in court. To Answer the Petition you must either:

- Go to the landlord-tenant Clerk's Office and tell the Clerk your Answer, or
- Give the landlord-tenant Clerk your Answer in writing (Form No. Civ-LT-91a).

Information to help you Answer the Petition is attached (Form No. Civ-LT-92) is available at the landlord-tenant's Clerk's Office or online at nycourts.gov/housingnyc.

Important! If you don't tell the Clerk about a defense in your Answer you might not be able to talk about it later in this case or any other case.

4. When you Answer the Petition, you will get a date to come back to Court 3 to 8 days later. You have a right to postpone that date for 14 days but you have to come to the courthouse to ask for a postponement. If you pay all the rent due before your court date, the case will be dismissed.
5. If your name is not on this Notice but you live in the home listed above, you have a right to come to Court and Answer the Petition.

6. Available Resources:

- **Legal Help:** Under New York City law, you may be able to get a free lawyer to represent you in this case. Call 212-557-1379

Janyia Fay - Acting Chief Clerk, 1/30/2025 10:33 AM NEW YORK CIVIL COURT - L&T

- **Language Help:** If you don't speak English well or are deaf or hard of hearing, you have a right to a free court interpreter. Tell the Court Clerk you need an interpreter, or call 646 386-5670. To read a translation of this Notice in another language visit: nycourts.gov/housingnyc. For information on evictions:

646 386-5750: Informations concernant les expulsions • বেদখলের তথ্য • 迫迁相关信息

迫遷相關資訊 • Информация о выселении • معلومات بشأن حالات الطرد

بے دخلیوں کی معلومات • Enfòmasyon Konsènan Degèpisman • Información sobre desalojos

- **ADA Help:** If you need special accommodations to use the court because of a disability, call 646 386-5300 or 711 (TTY) or tell a Court Clerk.
- **Financial Help:** If you owe the rent and don't have the money, contact HRA's Infoline at (718) 557-1399 for more information about getting help to pay the rent.
- **Help at the Courthouse:** There is a Help Center in the courthouse where you can speak to a Court Attorney or a Volunteer Lawyer.
- **Online Help:** Visit the Housing Court's website at: www.nycourts.gov/nychousing (also available in Spanish and Chinese) or visit LawHelpNY at www.lawhelpny.org.

Postponements and Rent Deposits. In court, you can ask to postpone your case. You have a right to postpone the case for at least 14 days. If your case is not finished in 60 days or you ask to postpone the case again, the court can order you to deposit money in court or make a rent payment to the landlord. If you don't do this, your case may go to trial right away. RPAPL Sec. 745.

After Judgment. If the court orders a judgment against you after a trial, the court may give you time to pay the judgment and not be evicted. After that time is up, you will get a Notice of Eviction from a Marshal giving you at least 14 days to pay all the rent due or move. If you don't pay or move, you will be evicted by the Marshal. RPAPL Sec. 749(2).

City of New York
County NEW YORK

DATED: January 24, 2025

Kucker Marino Winiarsky & Bittens, LLP
Attorneys for the Petitioner
747 Third Avenue, New York, NY 10017
212-869-5030

Tanya Faye

Chief Clerk, Civil Court of City of NY

If you are in court for a "Non-Payment" case, because the Landlord claims you owe rent, you have the right to tell the Court the reason(s) why the rent may not be owed. Below are some reasons, called defenses, which the Court can consider in deciding how much rent you may owe to your Landlord. Tell the Clerk any reason(s) which you believe you are able to prove to the Judge. You may go to the Help Center if you need more information to help you answer in your case.

SERVICE

1. I did not receive a copy of the Petition and Notice of Petition (Eviction papers/Dispossess).
2. I did not receive the court papers correctly as required by law. (*See a Housing Court Counselor (Pro-Se Attorney) or seek legal advice if you think you did not receive the eviction papers properly*)

PARTIES

3. My name is not correct, is wrong or is missing from the court papers. The tenant is dead.
4. The Petitioner is not the Landlord or Owner of the building, or otherwise a proper party.

RENT

5. I was not asked, either orally or in writing, to pay the rent before the Landlord started this case.
6. I tried to pay the rent, but the Landlord refused to accept it.
7. The monthly rent being requested is not the legal rent or the amount on the current lease.
8. The Landlord owes money to me because of a rent overcharge. I paid for repairs or services.
9. The rent, or a portion of the rent, has already been paid to the Landlord.

APARTMENT

10. There are conditions in the apartment/building/house which need to be repaired and/or services which the Landlord has not provided.
11. The petition does not describe the apartment/house correctly: wrong apartment/house number; wrong or missing program(s)/and or laws covering my tenancy.
12. The apartment/house is an illegal apartment.

OTHER

13. Laches: the petition comes as a surprise, the landlord knew for a long time that I owed the rent and waited too long to bring me to court. This delay has caused me harm.
14. I am not certain the petition is correct.
15. NEW YORK CITY ONLY The Petition has harassed me _____.
16. I am in the military/dependent on someone in the military.
17. The petition seeks the HUD OR Housing Authority Section 8 part of the rent. The Petitioner did not notify HUD OR Housing Authority about this case. Other _____.
18. I seek a judgment and/or order based upon the above defense(s). _____
19. Other counterclaim(s): *Please tell the Clerk any other reason(s) why you believe you do not owe your Landlord some or all of the rent or tell the clerk if you wish to file a counter claim*.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

STATEMENT OF AUTHORIZATION FOR
ELECTRONIC FILING
(Managing Attorney Authorizing Individual Filing Agent)

I, Nativ Winiarsky, Esq., (Attorney Registration No. 2730331)

am the managing attorney of/attorney in charge of e-filing for Kucker Marino Winiarsky & Bittens, LLP (the "Firm"). I hereby acknowledge and represent that the attorneys in the Firm who are authorized users of the NYSCEF system hereby authorize James N. Elliott Jr. ("the filing agent") to utilize his/her NYSCEF filing agent ID to file documents on their behalf and at their direction in any e-filed matter in which they are counsel of record through NYSCEF, as provided in Section 202.5-b of the Uniform Rules for the Trial Courts.

This authorization extends to any consensual matter in which these attorneys have previously consented to e-filing or may hereafter consent, to any mandatory matter in which they have recorded their representation, and to any matter in which they authorize the filing agent to record consent or representation in the NYSCEF system.

This authorization extends to any and all documents these attorneys generate and submit to the filing agent for filing in any such matter. This authorization, posted once on the NYSCEF website as to each matter in which these attorneys are counsel of record, shall be deemed to accompany any document in that matter filed by the filing agent on behalf of these attorneys.

This authorization also extends to matters of payment, which the filing agent may make either by debiting an account the filing agent maintains with the Clerk of the New York City Civil Court of any authorized e-filing county or by debiting an account the Firm maintains with the Clerk of the New York City Civil Court of any authorized e-filing county.

This authorization regarding this filing agent shall continue until the Firm revokes the authorization in writing on a prescribed form delivered to the E-Filing Resource Center.

Dated: August 25, 2020



Signature

New York, New York 10017
City, State and Zip Code

Nativ Winiarsky, Esq.
Print Name

212.869.5030
Phone

Kucker Marino Winiarsky & Bittens, LLP
Firm/Department

Nwiniarsky@kuckermarino.com
E-Mail Address

747 Third Avenue
Street Address

EFCIV-13
11/26/18

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK: HOUSING PART

109E9 LLC

Petitioner-Landlord,

-against-

REMIGIUSZ CHLAPEK

Respondent(s)- Tenant(s)
109 East 9th Street, Apt. 2D
New York, NY 10003

“JOHN DOE” and/or “JANE DOE”
Respondent(s)-Occupant(s)

Index No.: L&T: 301837-25/NY

NOTICE OF DISCONTINUANCE

PLEASE TAKE NOTICE, that pursuant to CPLR § 3217, the above captioned proceeding is hereby discontinued as Respondent has satisfied the Petition.

Dated: New York, New York
February 6, 2025

**KUCKER MARINO
WINIARSKY & BITTENS, LLP**
Attorneys for Petitioners
747 Third Avenue, 12th Floor
New York, NY 10017
Tel: (212) 869-5030

By: *M. David Fonseca*
M. David Fonseca, Esq.

TO: Remigiusz Chlapek
109 East 9th Street, Apt. 2D
New York, NY 10003

John Doe and/or Jane Doe
109 East 9th Street, Apt. 2D
New York, NY 10003

