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

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THOMAS DUKLETH, ZACHARY HALL, SHIRAS PATTERSON BECKWITH, JUDY SABIN, AND REMIGIUSZ CHLAPEK
Petitioners,

Index: LT-307504-25/NY

-against-

109E9 LLC, MICHAEL GEYLIK, MGNY CONSULTING CORP, YURI GEYLIK
Respondents,

Subject Premises:
109 East 9th Street
New York, NY 10003

-and-

NYC DEPARTMENT OF HOUSING PRESERVATION & DEVELOPMENT and NYC DEPARTMENT OF BUILDINGS,
City-Respondents.

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MEMORANDUM OF LAW IN SUPPORT OF PETITIONER'S MOTION TO STRIKE AND FOR LIMITED DISCOVERY

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PRELIMINARY STATEMENT

Petitioners respectfully request the Court dismiss the majority of Owner-Respondents' defenses in this proceeding, pursuant to CPLR § 3211 (b), as these defenses are either unsupported by any factual allegations and are plead solely as conclusions of law (Respondents first, second, third, fifth, sixth, ninth and eleventh affirmative defenses) or are so lacking in legal merit as to require dismissal (Respondents' fourth and eighth affirmative defenses).

Petitioners further request, pursuant to CPLR § 408 and § 2120 and Civil Court Act (CCA) 110 (c), and order granting access by their retained engineer to inspect the structural condition in the building, including the building's unoccupied apartments (currently behind padlock) and for disclosure of Petitioners' inspection related reports and communications. The information sought is essential to Petitioners' ability to understand the scope of work required to address the violations at issue in this proceeding, how such work would impact their rent-stabilized SRO tenancies, and what mitigation can be done to minimize the impact of the work on their health, safety and the integrity of their homes. It will further clarify key facts for settlement and for trial, allowing for fair and efficient proceedings. More importantly, granting access serves the goal—shared by all parties—of facilitating efficient repairs to the premises for the safety of its tenants. Therefore, the Court should grant Petitioners' motion and deem the annexed Notice of Inspection served and filed upon Respondents.

STATEMENT OF FACTS

For a brief statement of facts, the Court is directed to the annexed affidavit of Jennifer Akchin, attorney for Petitioners, dated July 11, 2025, Exhibits A- H, and all underlying proceedings and pleadings filed to NYSCEF to date.

ARGUMENT

I. PURSUANT TO CPLR 3211(b) THE COURT SHOULD STRIKE RESPONDENTS' DEFENSES FOR LACK OF FACTUAL BASIS OR SUFFICIENT PARTICULARITY

CPLR 3211(b) permits a dismissal of defenses where a "defense is not stated or has no merit." If a defense is pled with no supporting facts, or merely states a conclusion of law, the defense should be dismissed. See 737 Park Ave. Acquisition LLC v Goldblatt, 178 AD3d 558, 561 (1st Dept 2019); Bank of Am., N.A. v 414 Midland Ave. Assoc., LLC, 78 AD3d 746, 750 (2d Dept 2010); Fireman's Fund Ins. Co. v Farrell, 57 AD3d 721, 723 (2d Dept 2008). Furthermore, pursuant to CPLR § 3013, statements in a pleading (including a verified answer) must be sufficiently particular to give the responding party "notice of the transactions, occurrences, or series of transactions or occurrences, intended to be proved."

A. Respondents' First, Second, Third, Fifth, Sixth, Ninth and Eleventh Affirmative Defenses Should be Dismissed as Respondents Failed to Plead Any Facts to Support their Defenses.

Respondents' Answer and Counterclaims (hereinafter "Resp.'s Verified Answer"), contains eleven affirmative defenses and one counterclaim for fees and costs. Of the eleven affirmative defenses, Petitioners' first, second, third, fifth, sixth, ninth and eleventh affirmative defenses establish insufficient factual basis to form a legal defense and, in many case, state no facts whatsoever to support the legal conclusion asserted.

Respondents' first affirmative defense is a bare, conclusory statement that Petitioners fail to state a cause of action under the Housing Maintenance Code upon which relief may be sought. The Answer fails to include any argument, facts or evidence to support this legal conclusion, and therefore must be dismissed. Resp.'s Verified Answer, NYSCEF Doc. 10, ¶¶ 2-5.

Respondents' second affirmative defense is a bare, conclusory statement that Respondents were not served in the manner required by law. The defense fails to state any facts to rebut the affidavit of service, does not identify any defects in service, and does not identify which of Owner-Respondents were not properly served. As these allegations fail to rebut the allegations in Petitioners' affidavit of service, this defense must be dismissed. Resp.'s Verified Answer, NYSCEF Doc. 10, ¶¶ 6-8. See Manhattan Sav. Bank v. Kohen, 231 A.D.2d 499, 500, 647 N.Y.S.2d 256, 257 (2d Dep't 1996) ("appellant's conclusory denial of service was insufficient to dispute the veracity or content of the affidavit [of service]")

Respondents' third affirmative defense states that Respondents MGNY Consulting Corp and Yuri Geylik are not "Owners" within the meaning of the Housing Maintenance Code (NYC Admin Code 27-2004 [a][45]) and Multiple Dwelling Law § 4 (45). because these individuals or entities are not in direct or indirect control of the premises. Resp.'s Verified Answer, NYSCEF Doc. 10, ¶¶ 9-11. The defense is stated purely as a conclusion of law, and states no facts which support that conclusion.

By contrast, the Petition specifically identifies the means by which MGNY Consulting Corp employees and Yuri Geylik exercise or exercised direct or indirect control over the residential portion of the building: both Mr. Geylik and MGNY employee Mint Tan are alleged to have engaged in conversations and day-to-day interactions with tenants regarding the building, or in effectuating some repairs. (Verified Petition, NYSCEF, Doc. 1, ¶¶ 27, 28, 36). To the extent that MGNY Consulting Corp directs its staff to attend to tenant matters, rent collections, and similar, it indisputably exercises direct or indirect control over the building. As Respondent fails to rebut these allegations with either facts or evidence, the denial is conclusory and should be dismissed.

Respondents' fifth affirmative defense alleges that some or all conditions described in the petition were caused by unspecified third parties not under the control of Respondents, and that the same unspecified third parties have denied access to the "subject apartment." Resp.'s Verified Answer, NYSCEF Doc. 10, ¶¶ 16-18. Respondents' allegations lack the requisite particularity to establish a defense, as it is unclear what conditions are referred to, which third-parties caused them, or which areas (if any) Respondents have been denied access to. CPLR § 3013. Respondents' contentions are further belied by the fact that the conditions complained of and cited by local agencies are located in common areas or vacant and padlocked spaces within the building to which Respondents have unimpeded access—and, in most cases, exclusive access. Att. Aff., ¶ 23. Respondents also fail to explain how the alleged acts of the unspecified third parties outside of their control would relieve Respondents of their obligations as Owners to maintain the building in safe and habitable condition and in compliance with relevant statutes. Therefore, Respondents' fifth affirmative defense should be dismissed as conclusory, insufficiently particular, and lacking in merit.

Respondents' sixth affirmative defense alleges that Petitioners' claims are barred by the doctrine of unclean hands. However, the answer fails at any point to identify what bad acts, if any, Petitioners engaged in which, would give rise to this equitable relief. Resp.'s Verified Answer, NYSCEF Doc. 10, ¶¶ 20-21. To the extent that Respondents' fifth affirmative defense describes alleged bad acts by third parties not under Respondents' control, discussed below, it is nowhere alleged that these were acts of Petitioners. Therefore, this defense should likewise be dismissed.

Respondents' ninth affirmative defense likewise fails to plead a cognizable defense to the Petition. As above, Respondents' allegations that they are making "good faith efforts" to

effectuate repairs at the premises, or are in discussions with the Department of Buildings (DOB) regarding these efforts, do not present a legally cognizable defense in this proceeding, as Respondents fail to plead any facts related to actual or attempted correction of the conditions at issue. Resp.'s Verified Answer, NYSCEF Doc. 10, ¶¶ 28-30.

Respondents' eleventh affirmative defense alleges that Respondents have not harassed Petitioners, as that term is defined in the Housing Maintenance Code. Resp.'s Verified Answer, NYSCEF Doc. 10, ¶¶ 34-37. As this affirmative defense is duplicative of Respondents' first affirmative defense, and its legal conclusions lack any supporting facts, the defense should be dismissed.

Therefore, the Court should strike the above defenses, as they rely exclusively on conclusions of law without stating any facts upon which the defenses are based.

B. Respondents' Fourth and Eighth Affirmative Defenses Should be Dismissed for Lack of Legal Merit.

In addition to the above defenses, which are unsupported by any facts or evidence, a number of Respondents' defenses are not cognizable as defenses to Petitioner's claims, and are legally insufficient on their face These defenses should likewise be dismissed.

Respondents' fourth affirmative defense alleges that no civil penalties, order to correct, or order to comply can be entered in this proceeding, as there are no current HPD violations of record at the Subject Premises. Resp.'s Verified Answer, NYSCEF Doc. 10, ¶¶ 12-15. This contention is misplaced, as prior placement of HPD violations is not an element of Petitioners' claims. Rather, pursuant to NYC Admin. Code 27-2115(h), and lawful occupants can bring claims for both physical conditions and harassment even (and especially) where "the Department

fail[s] to issue a notice of violation." The Court is then empowered to make its own finding that "a condition constituting a violation exists." Id. Additionally, the Civil Court Act explicitly contemplates a scope of authority that includes Building Code violations, Multiple Dwelling Law violations, and a broad array of health and safety related statutes. See generally Prometheus Realty Corp. v City of New York, 80 AD3d 206, 209-212 (1st Dept 2010])

Here, the Petition specifically alleges conditions that constitute violations of the Building Code and Housing Maintenance Code, including Respondent's dismantling of common area facilities (in violation of NYC Administrative Code 27-2079), DOB violations FEU10301PN and FEU10302PN, and the full schedule of conditions outlined in Schedule A. Verified Petition, NYSCEF, Doc. 1, ¶ 40, 55, 80-82, Schedule A. Furthermore, as of time of writing HPD has placed 17 code violations for the premises, rendering this defense moot. Att. Aff, 22, Exhibit F. Therefore, the defense should be dismissed as lacking in legal or factual merit.

Respondents' eighth affirmative defense fails to plead a cognizable defense to the Petition. Respondent alleges that they are "ready, willing, and able" to perform all repairs. Resp.'s Verified Answer, NYSCEF Doc. 10, ¶¶ 25-27. Respondents do not allege that the required repairs have been completed or have even commenced. Respondents' alleged, subjective readiness to make corrections does not create a legally cognizable defenses to their obligations to maintain the premises, any more than a tenants' intention to pay rent would present a legally cognizable defense in a summary nonpayment proceeding. As such, Respondents' allegations of good intentions should be struck as legally insufficient to give rise to a defense.

In sum, the Court should dismiss Respondents' fourth, fifth, and eighth defenses as lacking legal merit and/or failing to establish a legally cognizable defense to the allegations in the Petition.

II. PURSUANT TO CPLR § 408 and §2120, and Civil Court Act 110 (c), THE COURT SHOULD GRANT PETITIONERS' REQUEST FOR LIMITED DISCOVERY, AND DEEM THE ANNEXED PROPOSED DEMANDS SERVED AS OF THE DATE OF ITS ORDER.

In a special proceeding governed by Article 4 of the CPLR, discovery may be granted by leave of Court. See CPLR § 408; Georgetown Unsold Shares, LLC v. Ledet, 130 AD3d 99, 106 (2d Dept 2015); New York University v. Farkas, 121 Misc 2d 643, 647 (Civ Ct, New York County 1983, Saxe, J).

Section 408 of the CPLR authorizes the use of discovery where "ample need" is shown. See, e.g., New York University v. Farkas, 121 Misc.2d 643, 645 (Civ Ct, N.Y. Cty. 1983); 30 W. 130th St. Corp. v. White, 45 Misc. 3d 896, 898 (Civ Ct, N.Y. Cty 2014); Smilow v. Ulrich, 11 Misc. 3d 179, 806 N.Y.S.2d 392, 401 (Civ Ct, N.Y. Cty 2005); Pamela Equities Corp. v. Louis Grey Co., Inc., 120 Misc.2d 281, 465 N.Y.S.2d 659, 661 (Civ Ct, N.Y. Cty. 1983). "[A] summary proceeding despite its name, is a judicial proceeding, and ... the ends of justice ought not be sacrificed to speed." 42 West 15th Street Corp. v. Friedman, 208 Misc. 123, 125, 143 N.Y.S.2d 159, 160 (App Term, 1st Dept 1955); accord Metropolitan Life Ins. Co. v. Carroll, 43 Misc.2d 639, 251 N.Y.2d 963 (App Term, 1st Dept 1964). Disclosure in fact "may assist the speedy disposition of a case when it has served the purpose of clarifying the issues for trial." Farkas, 121 Misc.2d 643, 645, 468 N.Y.S.2d 808, 810 (Civ Ct, New York County 1983); see also, Temo Realty LLC v Herrera, 82 Misc 3d 299, 301 (Civ Ct, Kings Cty. 2023). Exclusive possession of material facts by the opposing party is also a relevant consideration in granting

discovery under CPLR § 408. See 656 W. Realty, LLC v. Blanco, 32 Misc. 3d 128(A), 932 N.Y.S.2d 763 (App. Term, 1st Dept. 2011); Smilow, 11 Misc. 3d 179, 806 N.Y.S.2d 392, 396 (Civ. Ct., N.Y. Cty 2005).

In order to demonstrate "ample need" to conduct pretrial discovery in a summary proceeding, the court shall apply and consider the following factors: (1) whether the petitioner has asserted facts to establish a cause of action; (2) whether the movant has demonstrated a need to determine information directly related to the cause of action; (3) whether the information requested is carefully tailored and is likely to clarify the disputed facts; (4) whether granting disclosure would lead to prejudice; (5) whether the court can alleviate the prejudice; and (6) whether the court can structure discovery to protect pro se tenants against any adverse effects of a landlord's discovery requests. Farkas, 121 Misc.2d 643, 645, (Civ Ct, N.Y. Cty. 1983).

A. Petitioners' Motion for Leave of Court for Limited Discovery Should be Granted, as Petitioners Demonstrate "Ample Need" for the Information Sought.

Petitioners in this proceeding make out a clear and urgent case for the discovery sought, which will be critical to a just resolution of the issues central to their claims. Put simply--petitioners cannot be expected to respond to the reports, drawings, and proposed plans developed by Respondents' hired engineers, without the ability to review the same, and without access for inspections by an independent expert. As such, discovery is both appropriate and necessary to a fair and fact-driven tribunal on the repair needs at issue and their impacts on Petitioners' tenancies.

1. Petitioners State A Cause of Action and Also Raise Critical Issues Regarding Assertions of the Opposing Party, Necessitating Discovery.

To the first Farkas factor, the Petition asserts facts sufficient to establish a cause of action, namely that a DOB violation of record exists at the building, that correction of the

violation is necessary and warranted, and that the means by which the violation is corrected must account for the impacts on existing tenants and residential spaces, as required by applicable law. Verified Petition, NYSCEF Doc 1 ¶ 3, 84 Att. Aff. ¶¶ 6-7. As such, Petitioners have asserted a cause of action pertaining to the correction of outstanding violations of record in the subject premises, to which the discovery sought is directly pertinent.

Additionally, a court may find that a moving party has adequately established ample need for discovery when a party has "taken issue" with an opposing party's assertion. 601 Seneca LLC v. Karczewski, 84 Misc. 3d 1, 3 1230(A), 2024 NY Slip Op 51345(U), (Civ. Ct, Queens County 2024). Here, Petitioners have not only presented the need for adequate repairs to address the building conditions, but have also presented objections to the proposed plans for renovation presented by Petitioner's engineers—most critically, that their permanent vacatur from their long-time, affordable and rent-stabilized homes is a necessary pre-condition to performance of repairs. Att. Aff., ¶ 7, 11. As in 601 Seneca, granting discovery here would help to resolve facts in dispute regarding the conditions of the building and the repairs required, including their impacts on tenants in occupancy. Id.

2. The Information Sought Is Necessary and Determinative to the Action, Particularly in Light of Reasonable Concerns Regarding Credibility of Owner-Respondents and their Contracted Engineers.

The second Farkas factor is also met. Having access to independently verified information regarding the structural conditions in the building and available options to resolve these conditions goes directly to the heart of Petitioners' claims. Petitioners' health, safety, and stability in their homes relies on determining a pathway to resolving structural violations in the building while preserving their rights and protections as SRO tenants—issues of which an engineer's report could be directly determinative.

Additionally, when information sought is unknown to the party requesting discovery but is claimed to be known by the other party, the awarding of permission to conduct discovery in a summary proceeding is appropriate. Graham Court Owners Corp. v. Powell, 196 Misc 2d 825, 830 (Civ. Ct. N.Y. Cty. 2003), affd as mod, 9 Misc 3d 94 (App Term 2005); 125 Church St. Dev. Co. v. Grassfield, 170 Misc.2d 31, 33 (Civ. Ct, N.Y. Cty. 1996); Rubino v Eberle (Civ. Ct., N.Y. Cty. 1989). This is the case here, where Respondents allege to have conducted its own engineer's inspections and developed detailed reports regarding conditions in the building, which Petitioners have not had the opportunity to review or independently verify. Att. Aff., ¶ 10.

Especially where, as here, the Petitioners have no access to multiple unoccupied spaces and common areas of the building, the determination of facts pertaining to the physical condition of the building are within the Owners' exclusive control. As the Court noted in 153-155 Essex St. Tenants Ass'n. v Kahan, "To suggest that petitioner rely solely on cross-examination as the basis to test the existence and/or reliability of the information provided by respondents would place the tenants at a distinct disadvantage . . ." 4 Misc. 3d 1008(A) at *3. The conditions in those units may have a direct impact on Petitioners' safety both prior to and during anticipated repairs; Petitioners' apartments literally rest upon them. Cf., Mannino v. Fielder, 629 NYS 2d 651, 654 (Civ Ct, Kings Cty. 1995) (noting that safety hazards in an unoccupied apartment pose a risk to tenants of adjacent apartments; "It is of little consolation . . . that a potential fire hazard exists 'only' in the other apartment.")

Petitioners' need for independently verified and accurate information about the condition of the building is further compounded by a pattern of conduct that undermines the reliability of Respondent and their agents. The pleadings in this case demonstrate a pattern of misrepresentations to enforcement agencies about the building's past, ongoing and future

occupancy and regulatory status, including undercounting of occupied residential spaces on official submissions by Respondents and their agents to the Department of Buildings and on at least one occasion failing to identify the building as an SRO whatsoever on official filings. Verified Petition, NYSCEF, Doc. 1, ¶ 15, 42.

Additionally, Petitioners allege that Respondents have a track record of providing inaccurate or incomplete information to Petitioners themselves, including misrepresentations regarding their intentions in applying for a CONH, and repeated suggestions that Petitioners could face a vacate order, despite the DOB never making such recommendation. Verified Petition, NYSCEF, Doc. 1, ¶ 46, 53-54, 58.

Petitioners' concerns about Respondents' credibility extends to their hired engineers (Steel Core Engineering, PLLC), who appear to be both Mr. Geylik's neighbor, and to have an undisclosed business transactional relationship with Mr. Geylik in his professional capacity. As reflected in its public facing materials, Steel Core Engineering has a business address at 37 West End Ave, Brooklyn, NY 11235, a condominium owned by the 37 West End Avenue Condominium Association. Att. Aff., ¶14, Exhibit C. Steel Core Engineering's principal, Alexander Sheyman, also holds a residential deed (as co-trustee for "Allexa Trust"), for the premises at 35 West End Avenue, Apt 4E, which is part of the same condominium complex. Att. Aff., ¶15, Exhibit D. The HPD registration for the condominium reflects that Mr. Geylik is both the Head Officer and Managing Agent for that building. Att. Aff. ¶ 16., Exhibit E. Mr. Geylik also owns condominium unit 2E of the same building—in other words, Respondent and his hired engineer are neighbors and also joint-owners in common property. Att. Aff. ¶ 17, Exhibit F. However, although Mr. Geylik is a resident in the condominium and could conceivably serve on the condominium board in a personal capacity, the address used to register Mr. Geylik as the

Head Officer and Managing Agent for the condominium board is his corporate office in Manhattan (the address he uses as both principal of 109E9 LLC and MGNY Consulting Corp.). Exhibit E. In other words, Mr. Geylik's relationship to the condominium board appears to be within the purview of his professional role with MGNY and/or 109E9 LLC, rendering it a business transactional relationship. This close and undisclosed residential and business relationship between the parties calls into question the degree of independent professional judgment exercised by Respondents' hired engineers, and whether there are potential influencing factors which could bias their professional conclusion.

These combined circumstances call into question the credibility of the Respondents' assertions regarding the subject building and its repair needs. As such, Petitioners have reason to request independent verification of Respondents' engineer's conclusions regarding structural repairs to the building, the necessity of tenant relocation, and the extent of the repairs required.

3. The Discovery is Narrowly Tailored and Focused Solely on Establishing the Facts Necessary to Clarify Building Repair Needs and Expedite Resolution.

In satisfaction of the third Farkas factor, the discovery sought by Petitioners is limited to provision of access for an inspection by Petitioners' own engineer, and the production of the documents providing the basis for Respondents' assertion that the building's condition requires the tenants to temporarily or permanently vacate. Exhibit A, Exhibit B. Respondents themselves have emphasized the centrality of these reports to their assertion that Petitioners must vacate their apartments to have repairs done. If these documents are important enough that Petitioners are asked to leave their homes based on what they say, they are certainly important enough for Petitioners to review. Further, trial of this case is likely to turn on expert testimony about

technical conditions; without the opportunity for an expert inspection, Petitioners will be unable to offer an opinion about the central issues of the case.

4. The Discovery Requests Do Not Create a Substantial Hardship for Respondents, and in Fact Seek to Assist in Advancing Repair Agreements, and any Prejudice Can Be Mitigated by the Court.

To the fourth, fifth, and sixth Farkas factor, allowing the Petitioners' retained engineer access for inspection, and disclosure of information Respondents are relying on in developing their own scopes of work for the building will not prejudice Respondents. Neither request is burdensome.

To provide access to vacant apartments for inspection, Respondents need do nothing except unlock the doors and accompany Petitioners' engineer at a mutually-convenient time. For document production, Respondents need not do nothing but share reports that have already been prepared for them.

Further, there is no risk of unfair surprise or disadvantage. The information being sought is nothing more than what Respondents must have available to present their own affirmative defenses. There is no suggestion of any costs borne by the Respondents by production (indeed, Petitioners have already undertaken the substantial costs of retaining a hired engineer) and Respondents cannot reasonably allege a meaningful administrative burden presented by granting access for a limited scope inspection, likely to take place on a single day and for a constrained period. To the extent hardship or prejudice is alleged, it is more than feasible for the hardship to be alleviated by the Court.

B. Discovery Will Permit Efficient Disposition of the Case and Resolution of the Repairs at Issue in Settlement or Trial.

As noted by the Court in Farkas, "disclosure may assist the speedy disposition of a case when it has served the purpose of clarifying the issues for trial. Further, disclosure may often lead to the settlement of cases or a successful motion for summary judgment as a direct result of the information learned." New York University v. Farkas, 121 Misc. 2d 643, 468 N.Y.S. 2d. 808. The benefits of granting limited discovery in summary proceedings is increasingly recognized as a mechanism of judicial efficiency. 601 Seneca LLC v. Karczewski, 84 Misc. 3d 1230(A), 1, 2024 NY Slip Op 51345(U), (Civ Ct, Kings County 2024) ("More recently, some lower courts, including this one, have also considered whether discovery "will speed a case towards a fair resolution, whether by stipulation or trial.") Temo Realty LLC v. Herrera, 82 Misc 3d 299, 301 (Civ Ct, Kings County 2023), citing, 50th St. HDFC v. Abdur-Rahim, 72 Misc 3d 1210(A), 2021 NY Slip Op 2021 NY Slip Op 50693(U) (Civ Ct, Kings County 2021); 717 Sterling Corp. v. Cook, 78 Misc 3d 1224(A), 2023 NY Slip Op 50345(U) (Civ Ct, Kings County 2023); Eltorai v. Healy, 82 Misc 3d 1245(A), 2024 NY Slip Op 50541(U) (Civ Ct, Queens County 2024). The trial will be made more efficient and more accurate by having a clear understanding of the repair needs at issue, the alternatives available for their remediation, and the costs (both financial and in terms of impacts on tenants in occupancy) presented by the different alternatives.

C. The Court Should Order Discovery, Pursuant to Civil Court Act 110(c), In the Interest of Speedy Resolution of Structural Hazards in the Building.

Pursuant to Civil Court Act 110 (c), a judge in the Housing Part has the power to "recommend or employ any remedy, program, procedure or sanction authorized by law for the enforcement of housing standards, if it believes they will be more effective to accomplish compliance or to protect and promote the public interest." Civil Court Act 110(c)

Under the circumstances presented, the Court would be well within its discretion to order access for inspections by Petitioners' retained engineer, in order to assist all parties in developing tenable remediation strategies to speedily address the structural safety of the building. Given that the dispute between the parties centers primarily on the proposed remedies to the building violations—namely, repair plans which require the tenants in occupancy to permanently vacate their homes—a second expert opinion would not only help to clarify the issues in dispute but can aid in negotiating repair plans, relocation agreements and furthering the purpose of addressing violations of record at the building.

As such, Petitioners request the Court order Owner-Respondents to grant access for inspection by Old Structures Engineering, as a means of furthering efficient resolution of the repair needs at issue.

CONCLUSION

In sum, Petitioners respectfully request that the court strike the majority of Owner-defenses, which either fail to state any facts or are so lacking in legal merit as to require dismissal.

Petitioners further request the Court enter an order deeming the annexed Proposed Discovery Demands (Exhibit A and B) served and filed upon Owner-Respondents. Petitioners have ample need for access to reliable, verifiable information regarding the condition of the building and pathways to repair. Permitting independent inspections will serve the purpose of facilitating negotiations and, ultimately, repairs to preserve the integrity of the building. As such, the Court is within its discretion to order inspections by Petitioner's retained engineer, as the inspections serve to facilitate and expedite repairs.