

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

119 FREEMAN REALTY CORP.,

Petitioner,

-against-

AMY GARTRELL,

Respondent-Tenant.

Index No. LT-328066-25/KI

NOTICE OF APPEARANCE.  
ANSWER and COUNTERCLAIM

PLEASE TAKE NOTICE, that Himmelstein Gribben & Joseph, LLP hereby appear as attorneys for Respondent AMY GARTRELL in the above-captioned proceeding.

PLEASE TAKE FURTHER NOTICE, that Respondent hereby interposes the following Answer to the Petition in this proceeding:

1. Respondent denies knowledge and information sufficient to form a belief with respect to the allegations of paragraph "1."
2. Respondent admits that she is a tenant of the pursuant to a written lease and denies the remainder of the allegations in paragraph "2."
3. Respondent can neither admit nor deny the allegations of paragraph "3."
4. Respondent denies the allegations in paragraph "4."
5. Respondent admits that Respondent continues in possession of the Premises and denies the remainder of the allegations in paragraph "5."
6. Respondent admits that the Premises is subject to the Rent Stabilization Laws but denies knowledge and information sufficient to form a belief with respect to the remainder of the allegation of paragraph "6."
7. Respondent denies knowledge and information sufficient to form a belief with respect to the allegations of paragraph "7."

8. Respondent admits that the Premises is a multiple dwelling but denies knowledge and information sufficient to form a belief with respect to the remainder of the allegation of paragraph "8."

9. Respondent denies the allegations set forth in paragraph "9."

10. Respondent denies that Petitioner has a right to relief sought in paragraph "10."

AS AND FOR A FIRST AFFIRMATIVE DEFENSE:

11. The Petition fails to the facts upon which this proceeding is based.

12. Wherefore, the Court should dismiss the proceeding.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE:

13. Pursuant to the Rent Stabilization Code Section 2524.2(b), every notice to a tenant to vacate or surrender possession of a housing accommodation shall state the ground under the law upon which the owner relies for removal or eviction of the tenant, the fact necessary to establish the existence of such ground and the date when the tenant is required to surrender possession.

14. The notice fails to comply with RSC Section 2524.2(b).

15. Wherefore, the Court should dismiss the proceeding.

16. AS AND FOR A SECOND AFFIRMATIVE DEFENSE:

17. Petitioner asserted that it terminated Respondent's tenancy effective September 31, 2025, in its "Notice."

18. Petitioner continued to accept rent payments from Respondent for the period after September 31, 2025.

19. Wherefore Petitioner has vitiated its Notice of Termination of tenancy and has otherwise waived its claim and accepted Respondent's ongoing right to tenancy.

AS FOR A FIRST COUNTERCLAIM:

20. Respondent is entitled to recover her costs and attorneys' fees in this proceeding

pursuant to RPL Section 234.

WHEREFORE, Respondent respectfully requests the following relief:

- (a) judgment dismissing the petition with prejudice;
- (b) judgment on the first counterclaim for the amount of Respondent's costs and attorneys' fees incurred in this proceeding;
- (c) such other and further relief as this Court may deem just and proper.

Dated: New York, New York

March 3, 2026

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