

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

CHRISTIAN GRAY,

Petitioner-Tenants,

-against-

AMERICAN PACKAGE COMPANY, INC. and
DEPARTMENT OF HOUSING PRESERVATION
AND DEVELOPMENT,

Respondents.

Index No. L&T 6086/2020

NOTICE OF ENTRY

PLEASE TAKE NOTICE, that the within is a true copy of the Decision/Order of this Court (Hon. Remy Smith, J.H.C.), dated September 29, 2023, and electronically filed, and/or entered, in the Office of the Clerk of the County of Kings on September 29, 2023.

Dated: New York, New York
October 2, 2023

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TO:

All Appearing Parties (VIA NYSCEF)

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

-----X
CHRISTIAN GRAY,

Petitioners-Tenants,

Index No. LT-6086-20

- against -

DECISION/ORDER

AMERICAN PACKAGE COMPANY, INC.
and DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT,

Respondents.

-----X
Papers in consideration pursuant to CPLR §2219 of this motion for compliance:

Petitioner's Notice of Motion and Affirmation in support	1
Respondent's Opposition	2
Petitioner's Reply Affirmation	3
Court File	<i>passim</i>

Petitioner's motion to restore to the calendar to determine respondent landlord's compliance with the June 29, 2021 stipulation is denied in its entirety. The stipulation provided that respondent landlord's mold remediation company was to perform the scope of work items¹ at 97 Green Street, Apt. G21, Brooklyn, New York 11222 ("premises") on July 20, 2021 and through completion, without a deadline except that once respondent submits a Post-Remediation Report, petitioner's counsel must send its own mold inspection company to inspect and test the premises to confirm completion and, within 14 days of the date respondent delivers the Post-Remediation Report, provide its own report (Olmstead Post-Remediation Report) concerning the adequacy of the work. The stipulation provided that the proceeding may only be restored for

¹The scope of work sets forth the agreed-upon steps required to complete the work, including but not limited to demolition of rooms and removal of floors and walls prior to cleaning mold and performing probe tests on various parts of the walls and deck. Various safety measures were provided in the scope as well.

purposes of enforcing compliance with the obligations in the stipulation or to determine additional disputed work.

Petitioner moved for this relief based on its industrial engineer Edward Olmstead's report after inspection of the premises On August 16 and 17, 2021 based on his belief, contained in the report but not sworn, that respondent's mold remediator "cleared the work" but petitioner's motion is devoid of the respondent's remediator's Post Remediation Report that was to trigger the Olmstead Post-Remediation Report. Also, Olmstead's report annexed to the motion to restore (NYSCEF Doc. #16) is completely devoid of the date that respondent's remediator "cleared the work" so the court is unable to determine whether petitioner defaulted in its "Olmstead Inspection Deadline" and thus waived his right to inspect the premises and contest respondent's remediator's work. NYSCEF Doc. 15, paragraph 5. While respondent attaches the purported Post Remediation Report from its remediator, there is no proof that it was emailed in compliance with paragraph 5 of the parties stipulation and there is no proof that Olmstead conducted his inspection within 5 days of the email and that he emailed respondent's counsel a copy of the Olmstead Post Remediation Report within 14 days of his inspection. The ability to bring this motion was therefore never triggered and the motion must be denied.

This is the Decision/Order of the court.

Dated: Brooklyn, New York
September 29, 2023

BY: 
Remy Smith, J.H.C.