

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

-----X Index No. L & T 059944/15
COURTNEY HOUSE LLC,

Petitioner-Landlord,

-against-

BERNARD GOETZ
55 West 14th Street
Apt. # 9-P
New York, NY 10011

Respondent-Tenant,

“JOHN DOE” and “JANE DOE”,

Respondents-Undertenants.

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**RESPONDENT-TENANT BERNARD GOETZ’ NOTICE TO ADMIT
TRUTH OF FACTS AND GENUINENESS OF DOCUMENTS TO
PETITIONER-LANDLORD COURTNEY HOUSE LLC**

PLEASE TAKE NOTICE that pursuant to Section 3123 of the New York Civil Practice Law and Rules (“CPLR”), respondent-tenant Bernard Goetz (“respondent-tenant”), by and through his undersigned attorneys, Sheehan & Associates, P.C., hereby requests that petitioner-landlord Courtney House LLC (“petitioner-landlord”) furnish, within twenty (20) days of the service of the within Respondent-Tenant Bernard Goetz’ Notice To Admit Truth Of Facts And Genuineness Of Documents To Petitioner-Landlord Courtney House LLC (“Notice to Admit” or “Request for Admission”), written admissions of the statements and the genuineness of documents set forth below.

DEFINITIONS

1. The term “You,” “Your” or “Petitioner-Landlord” means petitioner-landlord

Courtney House (“petitioner-landlord,” “Courtney House, LLC” or “petitioner-landlord Courtney House, LLC”), its past and present members individually and collectively, past and present officers, past and present directors, past and present employees, past and present managing agents, past and present registered agents and past and present registered managing agents.

2. The term “Respondent-Tenant” means respondent-tenant Bernard Goetz (“respondent-tenant”).

3. The term “Building” means the structure situated at 55 West 14th Street, New York, New York 10001.

4. The term “Apartment” means the unit designated as “Apt. #9-P,” presently occupied by respondent-tenant.

5. The term “apartment(s)” means all units other than “Apt. #9-P” and so designated by petitioner-landlord.

6. The term “tenant” means any person other than Respondent-Tenant who rents or occupies any apartment within the Building.

7. The term “animal” refers to all living organisms that feed on organic matter, typically having specialized sense organs and nervous systems and able to respond rapidly to stimuli.

8. The term “non-human animal” refers to all non-human living organisms that feed on organic matter, typically having specialized sense organs and nervous systems and able to respond rapidly to stimuli.

9. The term “cat” means a domesticated animal of the species *Felis catus* kept

as a pet, except for any animal that is a hybrid or cross-breed of such species whose possession is prohibited in the City of New York.

10. The term “dog” means a domesticated animal of the species *Canis familiaris* kept as a pet, but does not mean any other animal that is a hybrid or cross-breed of such species whose possession is prohibited in in the City of New York.

11. The term “small animal” means a companion animal or pet, such as a dog, cat, fish, bird, rabbit, reptile, gerbil, hamster or other animal whose possession is not prohibited in the City of New York.

12. The word “gerbil” means a small animal of the order *Rodentia*, within the Subfamily *Gerbillinae*.

13. The word “hamster” means a small animal of the order *Rodentia*, within the Subfamily *Cricetinae*.

14. The word “pest,” as defined by § 151.01(d) of the Health Code of the City of New York includes any unwanted member of the Class *Insecta*, including but not limited to mosquitoes, or of the Order *Rodentia*, including but not limited to the Norway rat, and any other unwanted plant, animal or fungal life that the Department [of Health] determines is a pest because it is destructive, annoying or a nuisance.

15. The term “Pest management,” as defined by § 151.01(e) of the Health Code of the City of New York means ongoing prevention, monitoring and pest control activities and the elimination of rodents, insects or other pests from any building, lot, premise or vehicle. This includes, but is not limited to, the elimination of conditions conducive to pests and the use of traps and, when necessary, the use of pesticides.

16. The term “extermination service” shall refer to a service that performs pest

management as defined by Article 151 of the Health Code of the City of New York.

17. The word “vermin” shall be used interchangeably with the word “pest” as defined by § 151.01(d) of the Health Code of the City of New York.

18. The term “Animal nuisances,” as defined by § 161.02 of the Health Code of the City of New York shall include, but not be limited to, animal feces, urine, blood, body parts, carcasses, vomitus and pervasive odors; animals that carry or are ill with contagious diseases communicable to persons or other animals and dangerous dogs.

19. “§ 161.03 (Control of dogs and other animals to prevent nuisance.) of the Health Code of the City of New York” shall refer to the section of the Health Code of the City of New York which states as follows:

- (a) A person who owns, possesses or controls a dog, cat or other animal shall not permit the animal to commit a nuisance on a sidewalk of any public place, on a floor, wall, stairway or roof of any public or private premises used in common by the public, or on a fence, wall or stairway of a building abutting on a public place.
- (b) Notices of violation for failure to comply with this section may be issued by any authorized employee, officer or agent of the Department, or of the Departments of Sanitation and Parks and Recreation, or successor agencies.

20. The word “person(s)” includes not only natural persons, but also firms, limited liability companies, professional limited liability companies, partnerships, associations, corporations, subsidiaries, divisions, departments, joint ventures, proprietorships, syndicates, trusts, groups and organizations.

21. As used herein, any reference to any “person” includes the present and former officers, members, executives, partners, directors, trustees, employees, attorneys, agents, representatives, and all other persons acting or purporting to act on behalf of the person and also its subsidiaries, affiliates, divisions, and predecessors and successors in interest.

22. The following rules of construction apply to these discovery requests:
- i. **All/Each.** The terms “all” and “each” shall be construed as all and each.
 - ii. **Any.** The word “any” shall be construed in either its most or its least inclusive sense as necessary to bring within the scope of the discovery request all reasons that might otherwise be construed to be outside of its scope.
 - iii. **And/Or.** The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
 - iv. **Number.** The use of the singular form of any word includes the plural and vice versa.
 - v. **Gender.** The masculine shall be construed to include the feminine and vice versa.
 - vi. **Tense.** The present tense shall be construed to include the past tense and vice versa.

23. The words “knowledge,” “information,” “possession,” “custody,” and “control” of a person shall be construed to include such person’s agents, representatives, and attorneys.

24. The word “including” shall have its ordinary meaning and shall mean “including but not limited to” and shall not indicate limitation to the examples or items mentioned.

25. The phrase “reflect, refer, or relate to” means reflecting, referring to, relating to, regarding, describing, evidencing, discussing, concerning, mentioning, pertaining to, alluding to, or associated with or constituting, directly or indirectly.

26. The words “to present” mean to the date on which you respond to these requests for production of documents, electronically stored information, and tangible things.

27. “Communication” means the transmittal of information (in the form of facts, ideas, inquiries or otherwise).

INSTRUCTIONS

1. With respect to each Request for Admission, provide a written answer that specifically admits the matter, specifically denies the matter with the basis for the denial, or sets forth in detail the reasons why you cannot truthfully admit or deny the matter.

2. If you deny any matter where good faith requires that the denial be qualified or that the denial pertains only to a part of the matter of which an admission is requested, specify the parts of the matter that are true and specifically qualify or deny the remainder.

3. If you contend that you cannot truthfully admit or deny any matter of which an admission is requested, you should: (i) identify the nature of the information without which you cannot admit or deny the matter, (ii) describe the reasonable inquiry that you undertook to gain such information as necessary to admit or deny the matter and (iii) identify such relevant information derived from that inquiry that you contend is insufficient to allow it to admit or deny the matter.

4. If you object to any specific Request for Admission, you should: (i) identify the portion of such Request claimed to be objectionable and state the nature and basis of the objection, (ii) identify any such information withheld pursuant to such objection with sufficient particularity and in sufficient detail to permit the court to determine whether the information falls within the scope of such objection and (iii) answer any portion of such Request that is not claimed to be objectionable.

5. Whenever used herein, any singular term will be deemed to include the plural, and any plural term the singular. All pronouns and variations thereof will be deemed to refer to the feminine, masculine or neuter, singular or plural, as the identity of the person referred to may require.

REQUESTS FOR ADMISSIONS

Request No. 1:

Admit that petitioner-landlord is aware that one or more tenants within the Building possesses, harbors or keeps a domesticated animal of the species *Felis catus* within their apartment.

Request No. 2:

Admit that petitioner-landlord is aware that one or more tenants within the Building possesses, harbors or keeps a domesticated animal of the species *Canis familiaris* within their apartment.

Request No. 3:

Admit that the signature in the signature block designated “Owner’s Signature(s)” in the Renewal Lease Form, dated January 29, 2015, annexed hereto as Exhibit “A,” is the signature of the owner, managing agent or registered managing agent of petitioner-landlord.

Request No. 4:

Admit that petitioner-landlord is aware that one or more tenants within the Building possesses, harbors or keeps a pet fish within their apartment.

Request No. 5:

Admit that petitioner-landlord is aware that one or more tenants within the Building possesses, harbors or keeps a pet rabbit within their apartment.

Request No. 6:

Admit that petitioner-landlord is aware that one or more tenants within the Building possesses, harbors or keeps a pet hamster within their apartment.

Request No. 7:

Admit that petitioner-landlord is aware that one or more tenants within the Building possesses, harbors or keeps a pet gerbil within their apartment.

Request No. 8:

Admit that petitioner-landlord is aware that one or more tenants within the Building possesses, harbors or keeps a pet gerbil within their apartment.

Request No. 9:

Admit that, at present, petitioner-landlord contracts with one or more third-party companies to perform extermination services within the Building.

Request No. 10:

Admit that, from January 1, 2014 to the present, petitioner-landlord has contracted with one or more third-party companies to perform extermination services within the Building.

Request No. 11:

Admit that, from January 1, 2014 to the present, petitioner-landlord has required the extermination services of one or more third-party companies with respect to pest management within the common areas of the Building.

Request No. 12:

Admit that, from January 1, 2014 to the present, petitioner-landlord has required the extermination services of one or more third-party companies with respect to pest management within apartments in the Building.

Request No. 13:

Admit that, from January 1, 2014 to the present, petitioner-landlord has required the extermination services of one or more third-party companies with respect to the presence of

bedbugs within apartments in the Building.

Request No. 14:

Admit that, from January 1, 2014 to the present, a tenant who owns, possesses or controls a dog, cat or other animal has permitted that animal to commit a nuisance in any common areas of the Building, including but not limited to all entryways of the Building, lobby areas, hallways, mailbox area, subterranean parking garage, elevators and stairwells.

Request No. 15:

Admit that the Renewal Lease Form, dated January 29, 2015, annexed hereto as Exhibit "A," was provided to respondent-tenant by petitioner-landlord.

Dated: Great Neck, New York
October 2 , 2015

Yours, etc.

SHEEHAN & ASSOCIATES, P.C.



By: _____

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To: Robert T. Holland, Esq.
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COURTNEY HOUSE LLC,
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-against-

BERNARD GOETZ
55 West 14th Street
Apt. # 9-P
New York, NY 10011

Respondent-Tenant,

“JOHN DOE” and “JANE DOE,”

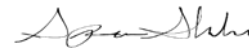
Respondents-Undertenants.

**RESPONDENT-TENANT BERNARD GOETZ' NOTICE TO ADMIT
TRUTH OF FACTS AND GENUINENESS OF DOCUMENTS TO
PETITIONER-LANDLORD COURTNEY HOUSE LLC**

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spencer@spencersheehan.com

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information, and belief, formed after an inquiry reasonable under the circumstances, the contentions contained in the annexed documents are not frivolous.

Dated: Nassau, New York
October 2, 2015



SPENCER SHEEHAN, ESQ.

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AFFIDAVIT OF SERVICE

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New York, NY 10011

Respondent-Tenant,

“JOHN DOE” and “JANE DOE”,

Respondents-Undertenants.

-----X

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

SARAH VADALA, being duly sworn, deposes and says:

I am not party of the action, am over 18 years of age and reside in Lindenhurst, NY.

On the ____ day of October, 2015, I served a true copy of the annexed **RESPONDENT-TENANT BERNARD GOETZ’ NOTICE TO ADMIT TRUTH OF FACTS AND GENUINENESS OF DOCUMENTS TO PETITIONER-LANDLORD COURTNEY HOUSE LLC** by mailing the same in a sealed envelope with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address as indicated below and upon information and belief, none of the aforesaid persons is in the military service as defined by the Act of Congress known as the “Soldiers’ and Sailors’ Civil Relief Act” of 1940 and in the New York “Soldiers’ and Sailors’ Civil Relief Act.”

Robert T. Holland, Esq.
BELKIN BURDEN WENIG & GOLDMAN, LLP
270 Madison Avenue
New York, NY 10016

SARAH VADALA

Sworn to before me this
____ day of _____, 2015

Notary Public