

Landlord v. Tenant

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HIGHLIGHTS / AUGUST 2003

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Lease Didn't Require 30-Day Notice for Nonpayment Case

Choi v. Nicholas: L&T Index No. 66437/03
(Civ. Ct. NY 6/23/03; Pinckney, J) [2-pg.
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***(Decision submitted by Manhattan
attorney Adam Leitman Bailey, who
represented the landlord.)***

Landlord sued to evict tenant for nonpayment of rent. Tenant claimed that his condominium building lease required delivery of a 30-day notice before starting an eviction case. The court ruled against tenant. The lease clause tenant relied on applied to lease defaults that resulted in "termination and forfeiture." Landlord didn't terminate tenant's lease. He simply started a nonpayment case, and there would be no termination of the tenancy if tenant paid the rent. The lease clause didn't apply to this case.