

## Instructions for RESPONDENT's ANSWER

*A tenant may answer/respond to a Landlord's Notice of Petition and Petition either orally or in writing. If the Notice of Petition and Petition are served at least 8 days prior to return date, and petitioner requests an answer, respondent must answer at least 3 days prior to the return date or defenses may be waived.*

The numbers below correspond with the numbers on the Respondent Answer Form. Find the number on the form for each instruction below.

Type or print in black ink only.

1. Write the name of the court where the case is being heard.
2. Write the name of the county where the court is located.
3. Write the Index Number or Docket Number that is on the Landlord's court papers, if any. This is generally found at the top right of the caption section.
4. Write the name and address of the property owner as written on the Landlord's court papers.
5. Write Tenant's name and address as written on the Landlord's court papers.
6. Put a check mark(s) [✓] next to your defenses(s). You may check more than one that applies. Use the lines underneath to give more details. Add anything else you want to tell the Judge on the last page.
7. Write the date you are filling out the form.
8. Tenant should sign the form and print name below signature.

### Additional Instructions:

Carefully read the Respondent Answer before you sign it.

Make 2 copies of the signed original answer.

- Take the original Answer to the Court clerk to be filed.
- Give or mail one of the Answer to the landlord by certified or registered mail
- Keep one of the copies for yourself and bring it to court on the day of the hearing

**For assistance in completing the Respondent's Answer please contact ECBA Volunteer Lawyers Project Housing Helpline at 716-828-8460.**



STATE OF NEW YORK

CITY/ TOWN/VILLAGE COURT (1) \_\_\_\_\_

COUNTY OF (2) \_\_\_\_\_

(4) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Index/Docket No. \_\_\_\_\_

Petitioner(s)/Landlord(s)

-against-

RESPONDENT'S ANSWER

(5) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Respondent(s)/Tenant(s)

(6) **The respondent, answering the petition, hereby deposes and states:**

**DEFECTIVE SERVICE**

The Respondent did not receive a copy of the Petition and Notice of Petition. See RPAPL §735.  
\_\_\_\_\_  
\_\_\_\_\_

The Respondent received the Petition and Notice of Petition, but service was not correct as required by law. See RPAPL §735; CPLR §306(a).  
\_\_\_\_\_  
\_\_\_\_\_

Petition and Notice of Petition was served less than five (5) days **OR** more than 12 days before the court date. See RPAPL §733.  
\_\_\_\_\_  
\_\_\_\_\_

**PARTIES**

The Respondent is identified improperly, by the wrong name, or is not identified on the Petition and Notice of Petition. See Bonner v. Nash, 70 Misc. 2d 752.  
\_\_\_\_\_  
\_\_\_\_\_

Respondent is not a tenant. See RPAPL §711(1).

\_\_\_\_\_  
\_\_\_\_\_

The Petitioner is not the Landlord or Owner of the building. See RPAPL §721.

\_\_\_\_\_  
\_\_\_\_\_

**DEFENSES TO NONPAYMENT**

The Respondent was not asked, either orally or in writing, to pay the rent before the Petitioner started this proceeding. See RPAPL § 711(2).

\_\_\_\_\_  
\_\_\_\_\_

Written demand for rent was not served as required by law. See RPAPL § 711(2) and §735.

\_\_\_\_\_  
\_\_\_\_\_

The Respondent tried to pay the rent, but the Petitioner refused to accept it.

\_\_\_\_\_  
\_\_\_\_\_

The monthly rent being requested is not the legal rent or the amount on the current lease.

\_\_\_\_\_  
\_\_\_\_\_

The Petitioner owes money to the Respondent because of a rent overcharge.

\_\_\_\_\_  
\_\_\_\_\_

The rent, or a portion of the rent, has already been paid to the Petitioner.

\_\_\_\_\_  
\_\_\_\_\_

**DEFENSES TO HOLDOVER**

This is a retaliatory eviction. See RPL § 233-B.

\_\_\_\_\_  
\_\_\_\_\_

The Respondent did not receive a Notice to Terminate. See RPAPL § 711(1).

Petitioner did not provide a timely Notice to Terminate a Month to Month tenancy. See RPAPL § 711(1) and RPL §232-b.

\_\_\_\_\_  
\_\_\_\_\_

Petitioner renewed Month to Month tenancy by accepting rent prior to serving Respondent with Notice of Petition and Petition. See RPAPL §711(1); Community Housing Innovations Inc. v. Mckee, 814 N.Y.S.2d 560 (2006).

\_\_\_\_\_  
\_\_\_\_\_

Respondent lease term has not expired. See RPAPL § 711(1).

\_\_\_\_\_  
\_\_\_\_\_

Respondent is not in violation of any lease provision requiring termination of tenancy.

\_\_\_\_\_  
\_\_\_\_\_

**APARTMENT CONDITIONS**

There are conditions in the apartment that need to be repaired and/or services that the Petitioner has not provided and rent should be abated. See RPL § 235-b.

\_\_\_\_\_  
\_\_\_\_\_

**OTHER**

Other defense / answer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(8) \_\_\_\_\_

Date

(9) \_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

ECBA Volunteer Lawyers Project, Inc.,  
438 Main Street, Suite 700, Buffalo, New York 14202,  
assisted the litigant with preparation of this document,  
but DOES NOT APPEAR on his or her behalf.