

## **RESPONDENT'S ANSWER INSTRUCTIONS**

A tenant answer/response to a Landlord's Notice of Petition and Petition may be made either orally or in writing. The numbers below correspond with the numbers on the Respondent Answer Form. Find the number on the form for each instruction below.

### **1. COMPLETE THE RESPONDENT ANSWER.** 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 Landlord's court papers.
4. Write the Petitioner's name and address 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) (X) next to your defenses(s) and counter claim(s).
  - a Be sure to check all of the defenses and counterclaims that apply to your case.
7. Add anything else you want to tell the Judge regarding the case on the last page.
8. Write the date you are filling out the form.
9. Respondent/Tenant should sign the form and print their name below the signature.

### **2. CAREFULLY READ THE RESPONDENT ANSWER BEFORE YOU SIGN IT.**

### **3. MAKE 2 COPIES OF THE SIGNED ORIGINAL ANSWER.**

1. Take the original Answer to the court clerk to be filed.
2. Ask the court clerk to file stamp your 2 copies of the Answer.
3. Mail one copy of the Answer to the landlord by certified or registered mail. Keep the receipt.
4. Keep one of the Answer copies for yourself and bring it to court on the day of the hearing.

STATE OF NEW YORK

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

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

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

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

Petitioner(s)/Landlord(s)

**RESPONDENT’S ANSWER**

-against

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

Respondent(s)/Tenant(s)

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

**DEFECTIVE SERVICE**

- I did not receive the Notice of Petition and Petition.
- I received the Petition and Notice of Petition, but service was not done correctly as required by law.
- The Petition and Notice of Petition was served less than ten (10) days OR more than seventeen (17) days before the court date.

**PARTIES**

- I am identified improperly, by the wrong name, on the Petition and Notice of Petition.
- The named Respondent is not a tenant.
- All tenants were not named in the Petition and Notice of Petition.
- The Petitioner is not the Landlord or Owner of the building.

**DEFENSES TO NONPAYMENT**

- I was not asked to pay the rent, in writing, at least 14 days before the Petitioner started this proceeding.
- Written demand for rent was not served as required by law.
- I 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 me because of a rent overcharge.
- The rent, or a portion of the rent, has already been paid to the Petitioner.

**DEFENSES TO HOLDOVER**

- I did not receive a Notice to Terminate.
- Petitioner did not provide a timely Notice to Terminate a Month to Month tenancy.
- The eviction is brought for violation(s) of the term(s) of the lease and I am entitled to a stay for thirty (30) days to cure.
- Petitioner renewed Month to Month tenancy by accepting rent prior to serving me with the Notice of Petition and Petition.
- My lease has not expired.
- Respondent/Tenant is not in violation of any lease provision requiring termination of tenancy.

**COVID-19 RELATED DEFENSE**

- I provided the Petitioner/Landlord with a Hardship Declaration on \_\_\_\_\_(date). I have attached a copy of the Hardship Declaration to this Answer.

**WARRANTY OF HABITABILITY**

- There are the following conditions in my apartment that affect my life, health and/or safety: \_\_\_\_\_
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- 

- I notified Petitioner of the above conditions on or about \_\_\_\_\_ (date).
- No one in my household caused these conditions.

**OTHER DEFENSES**

- I have lived at the property (or have a lease) for less than 1 year and I did not receive a 30-day notice that my tenancy was not being renewed.
- I have lived at the property (or have a lease) for more than 1 year and less than 2 years and I did not receive a 60-day notice that my tenancy was not being renewed.
- I have lived at the property (or have a lease) for more than 2 years and I did not receive a 90-day notice that my tenancy was not being renewed.
- I did receive notice that my tenancy was not being renewed, but the notice was not served pursuant to the law.

The Petitioner did not give the appropriate 30, 60, or 90-day notice to raise my rent in the amount of 5% or more.

There is a presumption of retaliation pursuant to RPL §223-b because Petitioner filed this action within 1 year of my complaint(s) about the following conditions which affect the health, safety, and well-being of myself and/or my family: \_\_\_\_\_

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I have experienced the following hardships and request a stay for any warrant of eviction for up to 1-year, pursuant to RPAPL §753:

1. I have made the following efforts to locate similar housing in my neighborhood, with no success:  
\_\_\_\_\_
2. I have health condition(s) which will cause a negative impact on my health if evicted.  
\_\_\_\_\_
3. My children have health condition(s) which will cause a negative impact on my health if evicted.  
\_\_\_\_\_
4. My children attend the following school and will be negatively impacted by an eviction in the following way(s). \_\_\_\_\_

**OTHER**

Other defense / answer:

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

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

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

\_\_\_\_\_  
Print Name