

Amici Curiae., 400806/11 (For Appellant)

Ms. Crystal S Brown,
May 8, 2012

"Amici Curiae., 400806/11 (1st Decision 3/20/2012)

Justices: Gonzalez, P.J., Sweeny, Moskowitz, Renwick, Richter, JJ

For Appellants: The Legal Aid Society, New York (Steven Banks of counsel), and Weil, Gotshal & Manges LLP, New York (Konrad L. Cailteux of counsel).

For Respondents: Michael A. Cardozo, Corporation Counsel, New York (Alan G. Krams of counsel).

For Amici Curiae: Gibson, Dunn & Crutcher LLP, New York (Randy M. Mastro of counsel).

The Honorable J. Moskowitz, Dissenting:

Order and judgment (one paper), Supreme Court, New York County (Judith J. Gische, J.), entered October 6, 2011, "

THE FACTS

Point: The Courts' Decision Dated, March 20, 2012, as read in the NYLJ-LAW.COM omitted an entity to the subject "Agreement." The actual Advantage Agreement is between The City of New York--DHS, **The Priority Section 8 Housing Assistance Rental Subsidy**, the Respective Landlords, and the Plaintiffs: **WHEREAS,**

Plaintiffs would not have accepted apartments that they could not afford based on their respective incomes alone. The Advantage Rental Subsidy was guaranteed for Two (2) years, and a third year was at the Agency's discretion: The amount of Rent Plaintiffs would be required to pay pursuant to The Section 8 Rental Subsidy is Thirty (%30) Percent of either their Gross Income, or Adjusted Gross income--if the income is below the area mean income. **The underlying premise to the Agreement was the promise of the Section 8 Housing Assistance Payment Subsidy.** The Section 8 Subsidy is to be processed immediately upon the Plaintiff signing the lease. The promise of The Section 8 Rental Subsidy to follow the Advantage Rental Subsidy is the primary reason the Landlords

offered housing accommodations that the Plaintiffs would not otherwise be able to obtain independently.

Plaintiffs are **forced** to accept the first offer of housing or be thrown out of the shelter; The DHS Advantage Vouchers were used to expedite moving people out of the shelters to the extent that Voucher recipients were told to sell the Advantage Voucher Program to prospective landlords who had never heard of the Vouchers, and to assure the said landlords that the Advantage **Vouchers were different and not like Welfare Payments because the Rent is paid directly to the landlord, and that DHS Advantage Program would make good and honor its' commitment to pay the Rent no matter what--the recipient would not be cut-off:** AND,

That the DHS Advantage Program would continue the Rental Subsidy while the Plaintiffs Section 8 (PRIORITY) Housing Assistance Applications were being processed: **FURTHERMORE,**

Plaintiffs were told that they would hear from Section 8 in approximately 3 months after lease signing, however, it could take up to two years. Therefore when seeking housing Plaintiffs were told to convey to the Landlords,

1. The Advantage Program would pay the Rent no matter what, it was not tied to public assistance

AND,

2. That when the Advantage Program ended The Section 8 Housing Assistance Payments would be the Plaintiffs Rental subsidy.

Accordingly Plaintiffs are required to fill out and submit a Priority Section 8 Application at lease signing, submit to a interview, and submit proof of ID, financial information i.e., Drivers License, W-2 Forms, SSI/SSD Award Letters, Birth Certificates etc., whereas copies of said documents were made

and submitted along with the Priority Section 8 Housing Assistance Payment Application.

HOUSING RENTAL DYNAMICS

The Court's decision does not mention The Section 8 Housing Assistance Payment Clause of the agreement. The Section 8 aspect of the Agreement is germane to the Agreement. Since a number of Landlords accepted Section 8 Rental Subsidies and/or have heard of the Section Housing Assistance Payment Rental Subsidy; most Landlords were willing to accept the Advantage Voucher based upon the premise that The Section 8 Rental Subsidy was to immediately begin when the Advantage Subsidy ended. Without the Section 8 Rental Subsidy, the Advantage Rental Subsidy would be ineffective for rental of permanent housing, and difficult to sell to Plaintiffs and Landlords since neither had heard of the Advantage Rental Subsidy: AND,

Most Plaintiffs would not have accepted housing offers that are beyond their respective means unless they received an offer of a reliable Rental Subsidy, and given assurances that they were going to receive the Rental Subsidies.

HOUSING OFFERS

Landlords' would not offer the Plaintiffs apartments; Landlords offered Plaintiffs the apartments because DHS demonstrated to the Landlords that Plaintiffs had the Rental Subsidy to assist with the Rental difference, and that the Section 8 was to begin issuing the Rent Subsidy when the application process was complete. Plaintiffs and Landlord went through Section 8 Housing inspections, as well as interviews etc. The City of New York-DHS purported to the Landlords and/or Plaintiffs that only qualifying apartments and Plaintiffs would receive the Advantage Voucher Rental Subsidy, and the Section 8 Subsidy; whereas, the criteria for the Advantage Voucher Rental Subsidy was exactly the same as that for the Section 8 Rental Assistance Subsidy. Having satisfied the criteria for the Advantage Voucher Landlords and Plaintiffs were told that the Section 8 Voucher was just a matter of processing the paper work. With The City of New York-

DHS offer of the stated assurances the Landlord extended the offer of Housing rentals to the Plaintiffs, and the Plaintiffs agreed to accept the Landlords offer and Rent the apartment (in some cases The Section 8 Housing Assistance Subsidy is depicted on the Plaintiff's Rent Receipts that the Landlord issued to the Plaintiff(s)).

SOCIAL AGENCIES

Plaintiffs having resided in a NYC Shelter, for the most part, **NEVER** want to return to the Shelter System; The Shelter System in NYC is anything but a Social Agency and many have worked diligently to comply with all respective aspects of the Agreement (s) made between The NYC-DHS, Section 8, the Respective Landlord, and Plaintiff/Tenant to avoid another episode of NYC-Shelter System. Those with incomes will undoubtedly find housing, others will seek and eventually find employment and obtain housing--However in addition to the existing issues of housing, job, perhaps student loans, and other expenses -- now Plaintiffs are face with being saddled with having their credit further impaired which is another impediment to obtaining suitable housing, and having their debt load increased as result of the "Faux Agreement." The Plaintiffs in this matter are irreparably harmed.

There is another aspect to The City's faux "Agreement," which the Court, and seemingly, the attorneys representing the Plaintiffs, didn't make mention of and that is, the demographics of The New York City Homeless Shelters and/or the demographics of those now faced with being homeless again as a result of The New York City-DHS breach of "Agreement," or rather "Faux Agreement."

Either knowingly, or unknowingly, The City of New York--in breaching the contractual Rental Subsidy Agreement, implied or otherwise (in-toto) has disenfranchised the Plaintiffs from the rights and remedies afforded them as a matter of law, entrapped the plaintiffs in unfair, arbitrary, burdensome binding contracts, and legal proceedings without giving Plaintiffs notice and/or Hearing as required as a matter of Due Process of Law, and in so doing abridged the Joint and Several Plaintiffs Civil Rights: Which said Civil Rights, and Right of Due Process of law are inalienable Rights

Pursuant to The Constitution of The United States of America to which even Social Agencies, principalities, and municipal corporations must adhere to the law.

An Order Staying **All** Evictions should be issued immediately for Advantage Clients presently in New York City Housing Courts L&T Division facing Evictions, and the applicable subsidies should be implemented immediately pursuant to the initial agreement. The Funds were already allocated for persons who presently have homes. In some instances The NYS-Office of Temporary Disability-Office of Fair Hearings, Commissioner-Directed The City to continue Rental Assistance until the subsidies could be put in place or in the alternative a hearing could be held and a decision on the merits rendered-- to-date the Landlords haven't received payment. The Landlords are rendering service as asked and agreed, it is unconscionable that The City of New York--the purported greatest City in the world, with a Billionaire Mayor would reek such havoc on its' own law--biding citizens:

Therefore, it is respectfully requested that the afore-stated Order be issued to the Housing Courts of the City of New York, Sherifs, and Marshals: **AND,5** that payment be remitted immediately to the Landlord and/or the Section 8 Rent Subsidy be approved and disbursed to the Landlord immediately.