



Washington Jefferson Holdings LLC v Temesgen

2024 NY Slip Op 50615(U) (2024) | Cited 0 times | Appellate Terms of the Supreme Court of New York | May 23, 2024

Tenant appeals from an order of the Civil Court of the City of New York, New York County (Jack Stoller, J.), dated November 13, 2023, which denied her motion to vacate a stipulation of settlement in a nonpayment summary proceeding.

Per Curiam.

Order (Jack Stoller, J.), dated November 13, 2023, affirmed, without costs.

Civil Court properly denied tenant's motion to vacate the so-ordered stipulation settling the underlying nonpayment summary proceeding. No persuasive showing was made that the stipulation was tainted by mistake, fraud or any other basis for voiding a contract (see *Hallock v State of New York*, 64 NY2d 224, 230 [1984]), or that it would be inequitable or unfair to hold the parties to their bargain (see *Matter of Frutiger*, 29 NY2d 143, 149-150 [1971]). Tenant's contention that the stipulation required her to pay an incorrect amount of rent arrears is not supported by the record, which establishes that landlord agreed to accept tenant's calculation of the amount due (\$7,695), a sum which was less than the amount landlord claimed (\$10,450). The motion court also found that tenant did not prove that she made payments that were not credited by landlord (see *Structured Asset Sales Group LLC v Freeman*, 45 AD3d 327, 328 [2007]).

THIS CONSTITUTES THE DECISION AND ORDER OF THE COURT.

