

MURIEL GOODE-TRUFANT  
Corporation Counsel, City of New York  
Attorney for City of New York  
By: Zachary B. Kass  
Hugh H. Shull III  
100 Church Street  
New York, New York 10007  
Cell: (646) 581-0160  
(646) 581-3173  
[zkass@law.nyc.gov](mailto:zkass@law.nyc.gov)  
[hughs@law.nyc.gov](mailto:hughs@law.nyc.gov)

Hearing Date and Time:  
January 15, 2026 @ 10:00 a.m.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re:

BROADWAY REALTY I CO., LLC., *et al.*,  
-----X  
Debtors.

Chapter 11  
Case No. 25-11050 (DSJ)  
(Jointly Administered)

**RESTATED SUPPLEMENTAL OBJECTION TO CONFIRMATION OF PLAN  
AND TO SALE OF PROPERTIES**

The City of New York (the “City”), by its attorney MURIEL GOODE-TRUFANT, Corporation Counsel of the City of New York, hereby submits its restated supplemental objection to the sale of the Debtors’ real properties (the “Properties”) and confirmation of the plan. In support thereof the City respectfully states:

**Preliminary Statement**

Apart from its role as a significant secured creditor in this bankruptcy proceeding, the City has an overarching responsibility to the thousands of tenants that will be affected by the proposed sale of the Properties. Given the Debtor’s past failure to correct housing violations in the Properties, foremost among those responsibilities is to advocate for a comprehensive evaluation of any proposed purchaser’s ability to responsibly finance, manage and correct all the outstanding

violations within the time periods specified by law as well as, where necessary, rehabilitate the properties being sold. The compacted time frame between the December 23, 2025 Court filing naming Summit Gold, Inc. as the Stalking Horse Bidder and an auction date of January 8, 2026, has left the City with insufficient time to conduct a thorough review of Summit and its current portfolio of properties within the City and to formulate an alternative plan to benefit all parties. As set forth more fully below, important questions remain unanswered regarding the feasibility of Debtors' plan of reorganization, Summit's current track record as a landlord in the City, the possibility that a potential connection between the Debtors and the purchaser has not been properly disclosed, and whether the purchaser has the capacity to correct all of the outstanding violations within the time periods specified by law when it becomes the owner. While the fate of thousands of tenants hangs in the balance, the Debtors and Summit have provided absolutely no information to enable the City or this Court to evaluate the propriety and the feasibility of this transaction. Accordingly, the City respectfully asserts that until these issues are addressed the approval of a sale to Summit and confirmation of the Debtors' plan of reorganization should be denied or at least postponed so that the Court and the parties can fully address the City's concerns.

### **Procedural Background**

1. On December 11, 2025 the City filed a Statement in Support of Flexibility in Extending Time to Potential Bidders. On December 23, 2025, the Debtors filed a Notice of Designation of Stalking Horse Bidder (the "Stalking Horse Notice") [ECF No. 916], which designated Summit Gold Inc. ("Summit") as the stalking horse bidder for the purchase of all of the Properties.

2. On December 30, 2025, under a prior Mayoral Administration, the City filed its initial Limited Objections to the confirmation of the Plan and approval of the proposed sale of the Debtors' Properties (the "Initial Objection") [ECF No. 919].

3. On January 1, 2026, a new Mayor for New York City took office. Within two business days, on January 5, 2026, the City filed a (i) request for a thirty (30) day adjournment of the auction and hearings on approval of the sale and confirmation to provide the City with an opportunity to formulate an alternative plan to benefit all parties, and (ii) a full objection to the Plan through a supplement to the "Initial Objection" (the "Supplemental Objection") [ECF No 924].

4. On January 7, 2026, the Court held a conference and denied the City's adjournment request on the record. On January 8, 2026, the Court entered an order denying the request. [ECF. No. 942].

5. On January 9, 2026 the Debtor filed a notice that Summit was the successful bidder at the auction (the "Successful Bid Notice") [ECF. No 946]. The Successful Bid Notice contained an annexed statement from Summit saying in general terms, among other things, that it has sufficient funding to operate the Properties, will be hiring a new managing agent, and will make the repairs needed and meet its regulatory obligations (the "Summit Statement"). Such blanket statements without more do not provide the City with any assurance that the City's concerns about the feasibility of the plan will be addressed, including that the violations in the Properties will be addressed within the time periods set by law if Summit takes ownership.

6. Now that the auction results and winning bidder are known, the City makes this restatement of the Supplemental Objection to further supplement its objections to the sale and the plan.

7. The proposed sale includes Properties with approximately 5,200<sup>1</sup> units with thousands of tenants. The tenants have made many complaints to the Court regarding property conditions as noted in its order of January 9, 2026 regarding tenant submissions (the “Tenant Submission Order”)[ECF No. 948]. The Tenant Submission Order expressed sympathy and concern and directed the issues in such submissions to the attention of the current and proposed future owners of the Properties and to relevant governmental and regulatory authorities.

8 There are thousands of outstanding Housing Maintenance Code (“HMC”) violations on the Properties, including thousands of immediately hazardous Class C violations (which generally must be cured within 24 hours), over one thousand Class B violations (which generally must be cured within 30 days), and over one thousand Class A violations (which generally must be cured within 90 days). Attached as Exhibit A is a schedule of the violations of record for the Properties. All of the violations of record for each of the Properties are publicly available on the New York City Department of Housing Preservation and Development’s (HPD) website at <https://hpdonline.nyc.gov/hpdonline>. Tenants are continuing to make complaints to the City concerning conditions of disrepair at the Properties (complaints are also publicly available on HPD online) and the City is continuing to inspect the properties and post violations as required by law. Upon the purchase of the properties, Summit will be required to correct the C violations within 24 hours (some C violations have correction periods of 14 or 21 days), the B violations within 30 days, and the A violations within 90 days. Neither the Debtors nor Summit have made any showing that this is feasible and will occur. In the absence of such correction of the violations, the City may have to expend taxpayer funds to make emergency repairs to address the health and

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<sup>1</sup> The Supplemental Objection in paragraph 3 said the number of units was approximately 5500 units. Upon review the City believes the number of units is approximately 5,200.

safety of the tenants so the City has material concerns that should be addressed before this plan approval can proceed.

**Grounds For Objection to The Sale of the Properties and Confirmation**

9. In the context of auctions, courts generally defer to a debtor's business judgment when selecting a highest and best bid, In re Borders Grp., Inc. 453 B.R. 477, 482-483 (Bankr. S.D.N.Y. 2011). However, where a transaction involves an insider it is subject to heightened scrutiny.

10. The proposed confirmation order seeks findings of good faith and that the buyer is not an "insider." Therefore, the question of whether the purchaser is an insider is an issue that must be determined before the plan can be approved. Courts have held that "[t]he proponent of good faith carries the burden to show good faith...in considering 'good faith' under 363(m), courts may consider whether a potential purchaser is an insider of the debtor." In re Kaspar, 2024 Bankr. LEXIS 2770 \*16 (Bankr. S.D.N.Y. 2024), quoting In re Borders Group, Inc., *supra* at 484.

11. The federal courts "have long been concerned with the integrity of the bankruptcy sale process. Mindful of the need to engender stability and integrity of the sale process, the bankruptcy courts will uphold regularly conducted sales unless they are tinged with fraud, error, or similar defects which would in equity affect the validity of any private transactions. C&J Clark America, Inc. V. Carol Ruth, Inc. (In re Wingspread Corp.), 92 B.R. 87, 93 (Bankr. S.D.N.Y. 1988).

12. However, courts have held that "transactions that benefit insiders must withstand heightened scrutiny before they can be approved under 363(b)." Official Committee of Unsecured Creditors v. Enron Corp. (In re Enron Corp.), 335 B.R. 22, 28 (Bankr. S.D.N.Y. 2005).

Citing In re Manchester Gas Storage, Inc. 309 B.R. 354, 378 (Bankr. N.D. Okla 2004) (“...insider transaction should at the very least be disclosed to the Creditors and the Court for scrutiny.”); In re Med. Software Solutions 286 B.R. 431, 445 (Bankr. D. Utah 2002)(purchaser has a heightened responsibility to show that the sale is proposed in good faith). C& J. Clark, supra @ 93.

13. The City does not have direct knowledge of a relationship between Summit and the Debtor, but recent press reports have raised an issue which should be addressed. Upon information and belief the Office of the Attorney General will also be filing a declaration in support which will discuss the relationship between the parties.

14. Annexed as an Exhibit J to the Stalking Horse Notice is a proposed confirmation order (the “Proposed Order”). The Proposed Order requests findings (i) that the sale was negotiated at arm’s length, without collusion or fraud, and in good faith, and (ii) that the purchaser is a buyer in good faith under Bankruptcy Code section 363(m). Proposed Order p.5 par. F. The Proposed Order also contains a proposed finding that the purchaser is not an “insider” within the meaning of section 101 of the Bankruptcy Code. Proposed Order p.5 par. G.

15. The term insider includes, if the debtor is a corporation, a relative of a general partner, director, officer or person in control of the debtor. Bankr. Code Section 101(31)(B)(vi). However, the list of statutory insiders is non-exhaustive, and courts have “devised tests for identifying other, so-called ‘non-statutory’ insiders, focusing, in whole or in part, on whether a person’s transactions with the debtor were at arm’s length.” U.S. Bank, N.A. v. Vill. at Lakeridge, LLC 583 U.S. 387 (2018)(a determination as to non-statutory insider status is a mixture of factual and legal determination).

16. While the buyer may not meet any enumerated statutory definition of an insider, as aforesaid the list is non-exhaustive and having represented the buyer is not an insider,

and because the buyer seeks the protection of a buyer in good faith under 363(m), any relationship the buyer may have either directly or through related parties should be disclosed by Summit so the Court can analyze whether the buyer has any such relationship. For example, whether an insider of the Debtor is somehow affiliated with or is an agent of Summit, directly or indirectly. The City acknowledges that any such relationship may not prevent a finding of good faith. However, given recent press reports, this is a matter that should be disclosed for the Court to make an informed decision.

17. Moreover, under Section 1129 of the Bankruptcy Code, the Debtors must show that the Plan is feasible and that confirmation is not likely to be followed by liquidation or financial reorganization of the Debtors or any successor to the Debtors. 11 U.S.C. § 1129(a)(11).

18. The City submits that Summit must demonstrate that it has the resources, and moreover the willingness and intent to cure the violations within the time period required by law and, if necessary, rehabilitate the Properties, while remaining financially sustainable.

19. According to preliminary calculations and review of Department of Finance and Department of Environmental Protection information, the Debtors owe collectively approximately over \$14,000,000.00 in property tax and water and sewer arrears and their properties are subject to numerous HMC violations that are subject to substantial financial penalties<sup>2</sup>. As noted in the City's Initial Objection, there is no clear indication in the Plan or the proposed confirmation order that these amounts will be paid at the closing of the proposed sale, or will be otherwise dealt with under the Plan. The Plan discusses a sale free and clear of liens, and the City objects to this term given the substantial sums owed to the City.

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<sup>2</sup> There does not appear to have been a claims bar date set and various City agencies may also have claims.

20. As previously noted, annexed hereto as Exhibit "A" is a list of open taxes and water and sewer charges, and a list of C and B violations per property and dwelling unit prepared by HPD. As described above, an HPD HMC class violation is issued with a class designation that determines the time frame for completing the correction and the penalty for non-compliance. Class B violations are hazardous. Class B violations are statutorily required to be corrected within 30 days. HPD may seek civil penalties through litigation. Depending on the specific violation, Class C violations are considered immediately hazardous and must be corrected within 24 hours, 14 or 21 days. Heat and hot water violations are Class C violations which must be corrected within 24 hours. The penalty for not immediately correcting heat and hot water issues is \$250 per day. Significant penalties can escalate. To establish feasibility, Summit must prove its ability and intent to cure the violations and to pay its other expenses, including the fines and penalties, from income from the Properties.

21. Many of the Properties have more than one Class C or B violation per each dwelling unit. Sixteen of the Properties have over two Class C and Class B housing code violations per dwelling unit. Of those, one has over five Class C and B violations per dwelling unit and one of the Properties has over six violations per dwelling unit. Any significant level of violations is a concern, but these are particularly egregious conditions. Here, the feasibility of correcting the violations in the Properties is of particular concern because Summit's own current portfolio has significant violations at some of its properties. As noted earlier, all violations are of public record on HPD's website. If this plan can be approved, a specific provision should be included in the confirmation order that all violations of record at the time of the order and ongoing must be cured within the legal time frame effective on the day of the change of ownership. Additionally, if this sale is approved, the City requests that a binding reserve fund be established and set aside to cure violations and address any deferred and ongoing maintenance needs and capital improvements.

22. The Debtors have the burden of proving the Plan is feasible and not likely to lead to a future liquidation given the projected income and expenses.<sup>3</sup> Failure to do so is grounds for withholding approval of the plan. 11 U.S.C. sec. 1129(a)(11). See also Danny Thomas Props. II Ltd. Pshp. v. Beal Bank, S.B.B., 241 F. 3d 959, 963 (3d Cir. 2001)(citing In re Euerle Farms, Inc., 861 F. 2d 1089, 1091-92 (8<sup>th</sup> Cir. 1988)(“The debtors bear the burden of proving the feasibility of their plans by the preponderance of the evidence”). See In re M&S Assocs. Ltd., 138 B.R. 845, 849-50 (Bankr. W.D. Tex. 1992)(denying confirmation of Chapter 11 plan where debtor presented insufficient evidence regarding the feasibility of its proposed plan).

23. Absent a comprehensive physical needs assessment, it is difficult to project the exact repair costs for the Properties. In order to determine whether this plan can be approved, Summit should provide such an independent cost assessment and budget for all 93 Properties.

24. Under the Bid Procedures Order, the Debtors gave the following notice to all potential bidders: “In accordance with these Bidding Procedures, any Potential Bidder that seeks to purchase all or a portion of the Assets will be required to do so subject to the existing tenant leases and applicable Regulatory Restrictions.” The Plan apparently does not include the tenant leases in its provisions relating to executory contracts and unexpired leases. However, ordinarily, a debtor must assume an unexpired lease pursuant to Bankruptcy Code Section 365 before it can assign it to a potential purchaser. Under Section 365(b)(1), if there has been a default, the debtor must cure such default; compensate the non-debtor party for any actual pecuniary loss resulting from such default; and provide adequate assurance of future performance under the lease.

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<sup>3</sup> The Supplemental Objection, in paragraph 10, indicated that HPD had conducted a preliminary review that indicated this proposed sale of these particular properties would not lead to a supportable business. The City made such an analysis. HPD’s preliminary review was of the amount of tax and water arrears and amounts coming due, and the number of housing code violations (see Exhibit “A”).

To the extent that any tenant or tenant organization alleges that there has been a default under the tenants' leases, including, for example, a breach of the warranty of habitability under New York law, the Debtors and Summit must demonstrate Summit's ability meet these requirements. Given the substantial number of tenants who have warranty of habitability claims based on the violations, including claims for the abatement of rent and other harms, the plan should not be approved unless and until the Debtor and Summit have made such a showing.

25. Discussion with Debtor's counsel appears to indicate the Debtor may not need a mortgage recording tax exemption under 1146 since the mortgages are being assigned and putatively would be exempt on that basis. This must be clarified in order approve a sale without payment of the recording tax. We await confirmation of removal of such provision. See In re Amsterdam Ave. Dev. Associates, 103 B.R. 454 (Bankr. S.D.N.Y. 1989).

26 Before this sale can proceed, provision must be made for curing the violations within the time period specified in law and the tenant issues mentioned in the Tenant Submission Order must be resolved to the benefit of the tenants, as well as the estate and the creditors. Many tenants may well be creditors. But unless and until such time as these issues can be definitively solved, and not just by words and promises, the City continues to object to the plan and sale and respectfully requests that the Court not approve the plan on the current record. If given sufficient time, the City would still like to develop an alternative approach to preserving the properties as affordable housing for the tenants. WHEREFORE, the City respectfully requests: (i) that the proposed Plan not be confirmed and the proposed sale of the Properties not be approved; and (ii) that the Court grant to the City such other and further relief as it determines to be just and warranted.

WHEREFORE, the City respectfully requests (i) that the proposed Plan not be approved and the proposed sale of the Properties not be approved; and (ii) that the Court grant to the City such other and further relief as it determines to be just and warranted.

Of Counsel: Hugh H. Shull III  
Zachary B. Kass

Dated: New York, New York  
January 12, 2026

MURIEL GOODE-TRUFANT  
CORPORATION COUNSEL OF THE  
CITY OF NEW YORK

By: /s/ Zachary B. Kass  
Senior Counsel

Note - Violations, arrears, and HLD cases reflect totals at the BBL level, not the building level.

BBL	Boro	Block	Lot	Boro Name	Management Pr	Primary Address	Dwelling Units	Number of Buildings	Data fields shared by DOF & DEP		Total Open A Violations	Total Open ABC Violations
									DOF Property Tax Liability - Charges Billed Through 12/31/2025	DEP Balance		
1021680001	1	2168	0001	MN	PVT	281 WADSWORTH AVENUE	84	1	\$56,311	\$118,100	8	48
3050850027	3	05085	0027	BK	PVT	222 LENOX ROAD	158	1	\$264,283	\$231,401	9	68
3045880001	3	04588	0001	BK	PVT	854 EAST NEW YORK AVENUE	90	1	\$117,519	\$125,202	33	74
3012750054	3	01275	0054	BK	PVT	1171 PRESIDENT STREET	39	1	\$32,972	\$58,624	15	118
3012800058	3	01280	0058	BK	PVT	991 CARROLL STREET	69	1	\$94,647	\$98,417	40	272
3050260264	3	05026	0264	BK	PVT	225 PARKSIDE AVENUE	126	1	\$249,559	\$179,350	76	359
1022230005	1	02223	0005	MN	PVT	241 SHERMAN AVENUE	73	1	\$87,468	\$102,654	24	132
3076110054	3	07611	0054	BK	PVT	2400 NOSTRAND AVENUE	127	1	\$220,099	\$186,992	19	159
2050570027	2	05057	0027	BX	PVT	4360 BAYCHESTER AVENUE	69	1	\$121,520	\$97,011	11	111
3051240026	3	05124	0026	BK	PVT	681 OCEAN AVENUE	60	1	\$77,474	\$81,546	77	312
3067030073	3	06703	0073	BK	PVT	1362 OCEAN AVENUE	48	1	\$92,471	\$109,600	70	363
3050800024	3	05080	0024	BK	PVT	470 OCEAN AVENUE	102	1	\$155,531	\$145,723	11	77
2031460023	2	03146	0023	BX	PVT	2340 VALENTINE AVENUE	49	1	\$14,732	\$68,892	11	82
1020620041	1	02062	0041	MN	PVT	412 WEST 148 STREET	49	1	\$104,066	\$10,619	14	121
1022470029	1	02247	0029	MN	PVT	34 SEAMAN AVENUE	60	1	\$99,512	\$84,357	22	177
3051610014	3	05161	0014	BK	PVT	330 EAST 19 STREET	83	1	\$124,529	\$126,456	10	56
1022420029	1	02242	0029	MN	PVT	639 WEST 207 STREET	56	1	\$93,615	\$51,968	14	138
3014280032	3	01428	0032	BK	PVT	706 LEFFERTS AVENUE	49	1	\$63,859	\$67,486		9
3049970006	3	04997	0006	BK	PVT	3301 FARRAGUT ROAD	42	1	\$68,954	\$59,050	22	60
3052080052	3	05208	0052	BK	PVT	529 EAST 22 STREET	48	1	\$61,321	\$67,486	8	44
3011890020	3	01189	0020	BK	PVT	926 CARROLL STREET	58	1	\$87,858	\$81,546		14
3012070021	3	01207	0021	BK	PVT	1296 PACIFIC STREET	76	1	\$119,784	\$133,567	45	177

3052120019	305212	0019	BK	PVT	2513 NEWKIRK AVENUE	42	1	\$48,921	\$59,050	14	76
3050820079	305082	0079	BK	PVT	115 EAST 21 STREET	59	1	\$59,594	\$84,357	47	327
3050650040	305065	0040	BK	PVT	176 CLARKSON AVENUE	91	1	\$138,611	\$127,942	9	42
3051850016	305185	0016	BK	PVT	426 EAST 22 STREET	64	1	\$64,554	\$89,981	8	62
4012490033	401249	0033	QN	PVT	76-09 34 AVENUE	84	1	\$220,227	\$191,801		0
4098440110	409844	0110	QN	PVT	87-50 KINGSTON PLACE	77	1	\$208,897	\$108,259		0
3076020022	307602	0022	BK	PVT	1535 OCEAN AVENUE	45	1	\$80,140	\$63,268	6	92
1022270015	102227	0015	MN	PVT	536 ISHAM STREET	48	1	\$25,076	\$68,892	10	95
1021700560	102170	0560	MN	PVT	681 WEST 193 STREET	126	1	\$201,761	\$177,151	13	159
2057600100	205760	0100	BX	PVT	3410 KINGSBRIDGE AVENUE	117	1	\$181,032	\$165,903	8	104
1017180037	101718	0037	MN	PVT	2 WEST 120 STREET	106	1	\$162,854	\$158,567	32	169
1021700096	102170	0096	MN	PVT	4530 BROADWAY	73	1	\$183,137	\$35,484	21	144
1021700105	102170	0105	MN	PVT	11 HILLSIDE AVENUE	91	1	\$172,935	\$126,536	25	136
4031040023	403104	0023	QN	PVT	63-70 AUSTIN STREET	85	2	\$142,051	\$119,506	1	24
3011720025	301172	0025	BK	PVT	292 ST JOHNS PLACE	16	1	\$28,564	\$22,495		14
3051520001	305152	0001	BK	PVT	2102 BEVERLY ROAD	73	1	\$88,057	\$106,853	6	27
3014010047	301401	0047	BK	PVT	1617 PRESIDENT STREET	28	1	\$25,645	\$37,961	10	96
1021700112	102170	0112	MN	PVT	25 HILLSIDE AVENUE	143	1	\$155,123	\$201,052	25	113
1021140052	102114	0052	MN	PVT	509 WEST 155 STREET	55	1	\$135,632	\$77,328	2	25
1021290037	102129	0037	MN	PVT	155 AUDUBON AVENUE	49	1	\$26,105	\$71,207	1	25
3014240033	301424	0033	BK	PVT	988 MONTGOMERY STREET	53	1	\$80,168	\$75,922	5	45
3051590053	305159	0053	BK	PVT	405 EAST 16 STREET	62	1	\$75,880	\$85,763	4	37
3051610006	305161	0006	BK	PVT	1820 CORTELYOU ROAD	42	1	\$52,068	\$59,050	12	100
3066940072	306694	0072	BK	PVT	1280 OCEAN AVENUE	66	1	\$159,580	\$89,833	8	44

4014460033	4	01446	0033	QN	PVT	85-05 35 AVENUE	91		1	\$171,874	\$54,878	3		17
4014550055	4	01455	0055	QN	PVT	94-06 34 ROAD	59		1	\$117,535	\$82,952	6		23
4014550001	4	01455	0001	QN	PVT	94-06 34 AVENUE	57		1	\$88,353	\$82,031			2
1010780055	1	01078	0055	MN	PVT	544 WEST 50 STREET	20		1	\$31,282	\$28,119	6		21
2058271620	2	05827	1620	BX	PVT	244 FIELDSTON TERRACE	72		1	\$122,549	\$29,143	26		156
3012610048	3	01261	0048	BK	PVT	489 EASTERN PARKWAY	16		1	\$39,060	\$22,495	21		102
3052350040	3	05235	0040	BK	PVT	619 RUGBY ROAD	32		2	\$51,136	\$3,211	1		32
3011900009	3	01190	0009	BK	PVT	915 WASHINGTON AVENUE	37		1	\$37,976	\$50,614	8		42
3012730025	3	01273	0025	BK	PVT	1060 UNION STREET	35		1	\$31,264	\$49,208	8		41
3012810003	3	01281	0003	BK	PVT	1601 BEDFORD AVENUE	16		1	\$28,553	\$22,495			21
4015040080	4	01504	0080	QN	PVT	40-15 HAMPTON STREET	60		1	\$139,546	\$85,763	3		12
3051210026	3	05121	0026	BK	PVT	240 EAST 18 STREET	53		1	\$39,097	\$116,695	30		87
1020620037	1	02062	0037	MN	PVT	402 WEST 148 STREET	49		1	\$93,523	\$67,486			18
3050550065	3	05055	0065	BK	PVT	85 CLARKSON AVENUE	71		1	\$103,107	\$101,229	20		189
3051590030	3	05159	0030	BK	PVT	422 EAST 17 STREET	21		1	\$28,917	\$29,525			13
1010780057	1	01078	0057	MN	PVT	548 WEST 50 STREET	20		1	\$42,087	\$2,218			7
3050730019	3	05073	0019	BK	PVT	40 ARGYLE ROAD	49		1	\$87,586	\$68,892	4		29
3010230069	3	01023	0069	BK	PVT	307 12 STREET	25		1	\$63,246	\$35,149	4		20
3012610051	3	01261	0051	BK	PVT	481 EASTERN PARKWAY	17		1	\$18,889	\$23,373	5		36
3012610045	3	01261	0045	BK	PVT	497 EASTERN PARKWAY	16		1	\$23,352	\$21,998	4		26
3011890017	3	01189	0017	BK	PVT	916 CARROLL STREET	58		1	\$66,973	\$22,221	9		44
3012810001	3	01281	0001	BK	PVT	1023 CARROLL STREET	12		1	\$8,246	\$16,499			2
1002030015	1	00203	0015	MN	PVT	58 ELIZABETH STREET	65		2	\$120,314	\$54,203			0
4001660006	4	00166	0006	QN	PVT	45-35 44 STREET	94		1	\$259,736	\$133,317			5
4088470214	4	08847	0214	QN	PVT	85-50 FOREST PARKWAY	84		1	\$197,931	\$1,695	4		7
1010780056	1	01078	0056	MN	PVT	546 WEST 50 STREET	21		1	\$42,056	\$29,525	1		3

4050050006	405005	0006	QN	PVT	35-19 147 STREET	38	1	\$101,223	\$53,426	3	19
3071590146	307159	0146	BK	PVT	815 GRAVESEND NECK ROAD	100	1	\$232,490	\$13,020	9	87
3067210070	306721	0070	BK	PVT	1554 OCEAN AVENUE	71	1	\$110,414	-\$38,131	12	78
3052350046	305235	0046	BK	PVT	615 RUGBY ROAD	16	1	\$23,211	\$21,998	22	76
4005770023	400577	0023	QN	PVT	25-10 30 ROAD	119	1	\$312,032	\$22,338	1	2
4088650009	408865	0009	QN	PVT	86-20 PARK LANE SOUTH	48	1	\$112,161	\$17,335		2
2032560053	203256	0053	BX	PVT	2800 HEATH AVENUE	78	1	\$93,849	\$113,137	11	83
3052350049	305235	0049	BK	PVT	607 RUGBY ROAD	16	1	\$22,894	\$21,998		3
3012730020	301273	0020	BK	PVT	1042 UNION STREET	20	1	\$34,477	\$27,498	5	74
3012730023	301273	0023	BK	PVT	1048 UNION STREET	20	1	\$18,510	\$4,937	3	20
3051590027	305159	0027	BK	PVT	416 EAST 17 STREET	21	1	\$29,674	\$10,833		0
3019290035	301929	0035	BK	PVT	314 CLINTON AVENUE	10	1	\$22,030	\$0		0
3050730014	305073	0014	BK	PVT	28 ARGYLE ROAD	31	1	\$46,721	\$43,585		7
3012730016	301273	0016	BK	PVT	1038 UNION STREET	23	1	\$30,050	\$7,943	8	61
3012810005	301281	0005	BK	PVT	1597 BEDFORD AVENUE	16	1	\$19,932	\$22,495		8
1007680016	100768	0016	MN	PVT	237 WEST 18 STREET	19	1	\$62,564	\$32,749	1	2
1013440021	101344	0021	MN	PVT	349 EAST 51 STREET	20	1	\$62,463	\$9,200		1
1014320013	101432	0013	MN	PVT	233 EAST 77 STREET	26	1	\$89,549	\$8,549		0
1007381001	1738	1001					0	\$15,404	\$0		

Note - Violations, at

BBL	Data fields added by SOA				
	Total Open B + C Violations	Total Open B + C Violations per DU	Total Recent ERP Charge Amount(3 years : Jan 2023 to Dec 2025)	Housing Litigation Case Type (open and closed cases)	Unique Litigation Count
1021680001	40	0.48	\$ 738.63	Tenant Action (33), False Certification Non-Lead (8), Heat and Hot Water (2), Access Warrant - Non-Lead (2), Tenant Action/Harrassment (1)	46
3050850027	59	0.37	\$ 4,766.00	Tenant Action (16), Heat and Hot Water (6), Access Warrant - Non-Lead (5), False Certification Non-Lead (1), Tenant Action/Harrassment (1)	29
3045880001	41	0.46	\$ 583.94	Tenant Action (20), Access Warrant - Non-Lead (5), Heat and Hot Water (1), False Certification Non-Lead (1), Tenant Action/Harrassment (1)	28
3012750054	103	2.64	\$ 5,895.00	Tenant Action (14), Heat and Hot Water (4), Access Warrant - Non-Lead (3), False Certification Non-Lead (3)	24
3012800058	232	3.36	\$ 20,780.44	Tenant Action (10), False Certification Non-Lead (5), Access Warrant - Non-Lead (4), Lead False Certification (2), Tenant Action/Harrassment (2), Heat and Hot Water (1)	24
3050260264	283	2.25	\$ 18,537.00	Tenant Action (9), Access Warrant - Non-Lead (8), False Certification Non-Lead (5), Heat and Hot Water (1)	23
1022230005	108	1.48	\$ 3,659.00	Heat and Hot Water (7), Tenant Action (5), False Certification Non-Lead (5), Access Warrant - Non-Lead (4), Lead False Certification (1)	22
3076110054	140	1.10	\$ 14,572.00	Tenant Action (13), Heat and Hot Water (4), Access Warrant - Non-Lead (2), Tenant Action/Harrassment (1)	20
2050570027	100	1.45	\$ 2,828.00	Tenant Action (9), Heat and Hot Water (3), Access Warrant - Non-Lead (2), Tenant Action/Harrassment (2)	16
3051240026	235	3.92	\$ 12,772.56	Tenant Action (6), Access Warrant - Non-Lead (4), Access Warrant - lead (4), False Certification Non-Lead (1), Lead False Certification (1)	16
3067030073	293	6.10	\$ 56,290.57	Tenant Action (10), Heat and Hot Water (3), Access Warrant - Non-Lead (1), Tenant Action/Harrassment (1)	15
3050800024	66	0.65	\$ 11,919.00	Access Warrant - Non-Lead (5), Heat and Hot Water (5), Tenant Action (4), Tenant Action/Harrassment (1)	15
2031460023	71	1.45	\$ 158.00	Tenant Action (6), Heat and Hot Water (3), False Certification Non-Lead (2), Access Warrant - Non-Lead (2), Tenant Action/Harrassment (1)	14
1020620041	107	2.18	\$ 4,390.00	Heat and Hot Water (5), Tenant Action (4), Access Warrant - Non-Lead (2), Tenant Action/Harrassment (1), False Certification Non-Lead (1), Lead False Certification (1)	14
1022470029	155	2.58	\$ 530.00	Tenant Action (8), Heat and Hot Water (2), Access Warrant - Non-Lead (2), Tenant Action/Harrassment (1)	13
3051610014	46	0.55	\$ 636.00	Tenant Action (5), Heat and Hot Water (3), Access Warrant - Non-Lead (3), False Certification Non-Lead (2)	13
1022420029	124	2.21	\$ 14,082.00	Tenant Action (10), False Certification Non-Lead (1), Access Warrant - Non-Lead (1)	12
3014280032	9	0.18	\$ 11,565.42	Heat and Hot Water (5), Tenant Action (3), Access Warrant - Non-Lead (3), Lead False Certification (1)	12
3049970006	38	0.90	\$ -	Tenant Action (8), False Certification Non-Lead (1), Access Warrant - Non-Lead (1), Heat and Hot Water (1)	11
3052080052	36	0.75	\$ 17,313.84	Tenant Action (7), Tenant Action/Harrassment (3), Heat and Hot Water (1)	11
3011890020	14	0.24	\$ -	Tenant Action (8), Access Warrant - Non-Lead (2), Tenant Action/Harrassment (1)	11
3012070021	132	1.74	\$ 22,067.00	Tenant Action (4), Heat and Hot Water (4), Access Warrant - Non-Lead (3)	11

3052120019	62	1.48	\$ 3,146.00	Tenant Action (7), False Certification Non-Lead (2), Access Warrant - Non-Lead (1), Access Warrant - lead (1)	11
3050820079	280	4.75	\$ 11,049.00	Tenant Action (9), Heat and Hot Water (1)	10
3050650040	33	0.36	\$ -	Tenant Action (4), Access Warrant - Non-Lead (3), Comp Supplemental Cases (1), Heat and Hot Water (1), Comprehensive (1)	10
3051850016	54	0.84	\$ 3,354.00	Tenant Action (6), Access Warrant - Non-Lead (2), Heat and Hot Water (1), False Certification Non-Lead (1)	10
4012490033	0	0.00	\$ -	Tenant Action (4), Tenant Action/Harrassment (3), False Certification Non-Lead (1), Heat and Hot Water (1)	9
4098440110	0	0.00	\$ 4,089.44	Tenant Action (6), False Certification Non-Lead (2), Access Warrant - Non-Lead (1)	9
3076020022	86	1.91	\$ 1,221.00	Tenant Action (6), Heat and Hot Water (1), Comprehensive (1), Tenant Action/Harrassment (1)	9
1022270015	85	1.77	\$ 3,285.00	Tenant Action (4), False Certification Non-Lead (2), Access Warrant - Non-Lead (1), Heat and Hot Water (1), Lead False Certification (1)	9
1021700560	146	1.16	\$ 330.68	Tenant Action (5), False Certification Non-Lead (2), Access Warrant - lead (1)	8
2057600100	96	0.82	\$ 6,911.00	Tenant Action (5), Access Warrant - Non-Lead (2), Tenant Action/Harrassment (1)	8
1017180037	137	1.29	\$ 1,637.00	Tenant Action (6), Access Warrant - Non-Lead (2)	8
1021700096	123	1.68	\$ -	Tenant Action (3), Heat and Hot Water (2), Tenant Action/Harrassment (2)	7
1021700105	111	1.22	\$ 3,409.00	Tenant Action (6), Lead False Certification (1)	7
4031040023	23	0.27	\$ 64.00	Tenant Action (4), Heat and Hot Water (2), False Certification Non-Lead (1)	7
3011720025	14	0.88	\$ 661.42	Tenant Action (4), Tenant Action/Harrassment (2), Heat and Hot Water (1)	7
3051520001	21	0.29	\$ -	Tenant Action (5), Heat and Hot Water (1), Tenant Action/Harrassment (1)	7
3014010047	86	3.07	\$ 159.00	Heat and Hot Water (4), Tenant Action (3)	7
1021700112	88	0.62	\$ 5,561.00	Tenant Action (6), Heat and Hot Water (1)	7
1021140052	23	0.42	\$ -	Tenant Action (4), Access Warrant - Non-Lead (2)	6
1021290037	24	0.49	\$ 9,563.00	Tenant Action (6)	6
3014240033	40	0.75	\$ 22,651.00	Tenant Action (5), Access Warrant - Non-Lead (1)	6
3051590053	33	0.53	\$ 1,159.00	Tenant Action (4), Access Warrant - Non-Lead (2)	6
3051610006	88	2.10	\$ -	Tenant Action (2), Access Warrant - Non-Lead (2), Heat and Hot Water (1), False Certification Non-Lead (1)	6
3066940072	36	0.55	\$ 4,442.00	Heat and Hot Water (2), Access Warrant - lead (2), Tenant Action (2)	6

4014460033	14	0.15	\$ -	Tenant Action (5)	5
4014550055	17	0.29	\$ 48,832.00	Tenant Action (4), Heat and Hot Water (1)	5
4014550001	2	0.04	\$ -	Tenant Action (3), Heat and Hot Water (1), Tenant Action/Harrassment (1)	5
1010780055	15	0.75	\$ -	Tenant Action (2), Access Warrant - Non-Lead (2), Heat and Hot Water (1)	5
2058271620	130	1.81	\$ 10,059.00	Tenant Action (3), Heat and Hot Water (1), Tenant Action/Harrassment (1)	5
3012610048	81	5.06	\$ 555.63	Tenant Action (3), Access Warrant - Non-Lead (1), Heat and Hot Water (1)	5
3052350040	31	0.97	\$ 4,185.94	Tenant Action (3), Access Warrant - lead (1), False Certification Non-Lead (1)	5
3011900009	34	0.92	\$ -	Tenant Action (3), Access Warrant - Non-Lead (2)	5
3012730025	33	0.94	\$ 167.97	Tenant Action (4), Tenant Action/Harrassment (1)	5
3012810003	21	1.31	\$ -	Tenant Action (4), Tenant Action/Harrassment (1)	5
4015040080	9	0.15	\$ 680.00	Tenant Action (3), Access Warrant - lead (1), Access Warrant - Non-Lead (1)	5
3051210026	57	1.08	\$ -	Tenant Action (3), False Certification Non-Lead (1)	4
1020620037	18	0.37	\$ -	Tenant Action (3), Tenant Action/Harrassment (1)	4
3050550065	169	2.38	\$ -	Heat and Hot Water (3), Tenant Action (1)	4
3051590030	13	0.62	\$ -	Heat and Hot Water (2), Access Warrant - Non-Lead (1), Tenant Action (1)	4
1010780057	7	0.35	\$ -	Tenant Action (2), Heat and Hot Water (1)	3
3050730019	25	0.51	\$ -	Access Warrant - Non-Lead (1), Tenant Action/Harrassment (1), Tenant Action (1)	3
3010230069	16	0.64	\$ -	Tenant Action (1), Access Warrant - Non-Lead (1), Heat and Hot Water (1)	3
3012610051	31	1.82	\$ 3,133.00	False Certification Non-Lead (1), Tenant Action (1), Access Warrant - Non-Lead (1)	3
3012610045	22	1.38	\$ -	Tenant Action (2), False Certification Non-Lead (1)	3
3011890017	35	0.60	\$ -	Heat and Hot Water (2), Tenant Action (1)	3
3012810001	2	0.17	\$ 477.00	Tenant Action (2), Access Warrant - Non-Lead (1)	3
1002030015	0	0.00	\$ -	Heat and Hot Water (3)	3
4001660006	5	0.05	\$ -	Tenant Action/Harrassment (1), Heat and Hot Water (1), Tenant Action (1)	3
4088470214	3	0.04	\$ -	Access Warrant - Non-Lead (1), Heat and Hot Water (1)	2
1010780056	2	0.10	\$ -	Tenant Action (2)	2

4050050006	16	0.42	\$ -	Tenant Action (2)	2
3071590146	78	0.78	\$ 7,610.00	Heat and Hot Water (1), Tenant Action (1)	2
3067210070	66	0.93	\$ 3,687.00	Tenant Action/Harrassment (1), Tenant Action (1)	2
3052350046	54	3.38	\$ 38.00	False Certification Non-Lead (1), Access Warrant - Non-Lead (1)	2
4005770023	1	0.01	\$ -	Tenant Action (1)	1
4088650009	2	0.04	\$ -	Tenant Action (1)	1
2032560053	72	0.92	\$ 4,668.00	Tenant Action (1)	1
3052350049	3	0.19	\$ 1,430.00	False Certification Non-Lead (1)	1
3012730020	69	3.45	\$ 12,948.00	Heat and Hot Water (1)	1
3012730023	17	0.85	\$ 945.00	Tenant Action (1)	1
3051590027	0	0.00	\$ -	Heat and Hot Water (1)	1
3019290035	0	0.00	\$ -	Tenant Action (1)	1
3050730014	7	0.23	\$ -		
3012730016	53	2.30	\$ -		
3012810005	8	0.50	\$ -		
1007680016	1	0.05	\$ -		
1013440021	1	0.05	\$ -		
1014320013	0	0.00	\$ -		
1007381001					

Note - Violations, at

BBL	Count of Comprehensive Cases Only	DOF Liability FY 2026
1021680001		\$ 194,706
3050850027		\$ 560,080
3045880001		\$ 234,157
3012750054		\$ 90,800
3012800058		\$ 181,999
3050260264		\$ 506,722
1022230005		\$ 205,620
3076110054		\$ 407,211
2050570027		\$ 244,926
3051240026		\$ 167,367
3067030073		\$ 161,937
3050800024		\$ 346,153
2031460023		\$ 123,236
1020620041		\$ 203,426
1022470029		\$ 196,026
3051610014		\$ 294,554
1022420029		\$ 208,335
3014280032		\$ 156,776
3049970006		\$ 135,808
3052080052		\$ 134,218
3011890020		\$ 187,967
3012070021		\$ 247,345

3052120019		\$ 116,306
3050820079		\$ 140,163
3050650040	Comprehensive (1)	\$ 297,217
3051850016		\$ 143,812
4012490033		\$ 485,755
4098440110		\$ 448,685
3076020022	Comprehensive (1)	\$ 158,847
1022270015		\$ 84,176
1021700560		\$ 543,511
2057600100		\$ 353,149
1017180037		\$ 324,143
1021700096		\$ 355,316
1021700105		\$ 366,091
4031040023		\$ 368,252
3011720025		\$ 80,291
3051520001		\$ 194,358
3014010047		\$ 69,029
1021700112		\$ 369,998
1021140052		\$ 286,930
1021290037		\$ 88,094
3014240033		\$ 150,070
3051590053		\$ 164,635
3051610006		\$ 113,093
3066940072		\$ 218,100

4014460033		\$ 348,940
4014550055		\$ 237,157
4014550001		\$ 200,616
1010780055		\$ 77,078
2058271620		\$ 240,616
3012610048		\$ 73,910
3052350040		\$ 113,574
3011900009		\$ 99,991
3012730025		\$ 96,278
3012810003		\$ 59,065
4015040080		\$ 307,441
3051210026		\$ 149,936
1020620037		\$ 171,946
3050550065		\$ 204,803
3051590030		\$ 63,308
1010780057		\$ 77,134
3050730019		\$ 172,808
3010230069		\$ 146,253
3012610051		\$ 45,787
3012610045		\$ 47,677
3011890017		\$ 162,231
3012810001		\$ 26,780
1002030015		\$ 260,888
4001660006		\$ 514,264
4088470214		\$ 368,487
1010780056		\$ 77,078

4050050006		\$ 186,876
3071590146		\$ 520,979
3067210070		\$ 216,099
3052350046		\$ 56,535
4005770023		\$ 639,840
4088650009		\$ 225,760
2032560053		\$ 184,607
3052350049		\$ 44,445
3012730020		\$ 46,941
3012730023		\$ 49,684
3051590027		\$ 63,308
3019290035		\$ 29,089
3050730014		\$ 85,631
3012730016		\$ 58,662
3012810005		\$ 63,958
1007680016		\$ 114,665
1013440021		\$ 118,511
1014320013		\$ 164,124
1007381001		\$ 29,611