

CITY COURT OF THE CITY OF SYRACUSE
COUNTY OF ONONDAGA

-----X
:
:
_____, :
 Petitioner, :
 v. :
_____, :
 Respondent. :
-----X

Index No.: _____

**REQUEST FOR
ADJOURNMENT RESERVING
ALL DEFENSES BY PRO SE
RESPONDENT**

Respondent in the above captioned matter comes before the court unrepresented and respectfully request that the court:

1. Grant a two-week adjournment so that Respondent may have time to obtain legal counsel and prepare an answer to the petition;
2. Reserve all defenses, rights and counterclaims for the Respondent during such time; and
3. Such further relief that that court deems proper under the circumstances.

Dated: _____ (signed)

(Name) _____

(Address) _____

Syracuse, NY _____ (zip code)

(Telephone) _____

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to Represent Yourself in NY Courts**

This page has been updated because of the [Housing Stability and Tenant Protection Act of 2019](#).

Common Defenses in a Landlord-Tenant Case

A defense is a reason why the petitioner should not win the case. You tell the Court your defenses when you [Answer the Notice of Petition and Petition](#) or when you ask the Court to [Vacate a Default Judgment](#). You must then prove your defenses in Court. If you prove your defenses then the petitioner will lose and you will win the case.

Below are examples of defenses in a landlord-tenant case. Read the explanations carefully to see if any of them apply to you. Everyone's case is different. Some of the defenses may apply to you and most may not. You can also tell the Court a defense that is not listed below. You can get more information from [Tenant Questions & Answers: Nonpayment Eviction Cases in New York State](#) and [Tenant Questions & Answers: Holdover Eviction Cases in New York State](#)

General Defenses

It is a defense if the landlord did not give you the written notices and the Notice of Petition and Petition the right way. This is bad service of papers. See [How Legal Papers are Delivered](#) and [Common Examples of Bad Service](#). Tell the court. The Judge may make the landlord/owner start all over again.

The landlord/owner may have to give you notice before starting the case. If the landlord did not say anything or give you anything before starting the case, this may be a defense. Read [Starting a Case](#) to learn what Notices the landlord is supposed to give you.

Tell the Clerk or Judge if you are in the military or dependent on someone in the military. In some cases if you can't pay the rent because you or someone you depend on is on active duty, you may be allowed to delay the case for 90 days.

Defenses to a Nonpayment Case

Payment

Use this defense when you have already paid all or part of the rent. If you pay the landlord the full amount of rent due at any time before the court date, the landlord must take the rent and the case is over.

The landlord has not made repairs, or services (heat, water, etc) do not work (called the warranty of habitability defense)

The warranty of habitability is the law that makes the landlord responsible for keeping your apartment and/or building in good condition at all times. Use this defense when your apartment or building has dangerous conditions or has services (such as water or heat) that don't work, or other problems that make it hard to live there. The landlord knew about the problems but did not repair them.

Monthly rent being requested is not the legal rent or the amount on the current lease

The landlord can only ask for the correct rent in the Petition. Use this defense if the landlord has charged you more than the legal rent (for example, more than the rent controlled or rent stabilized rent), or more than your lease says.

The landlord charged you too much money

If you have been paying the landlord too much rent, use this defense and get money off the amount you owe and get money back that you overpaid.

The landlord refused to take your rent

Use this defense if you tried to pay your rent but the landlord wouldn't take it. Refusals by landlords include taking your check or money order but not cashing it, hiding or avoiding you so you can't pay, and refusing to accept your money.

The landlord waited too long to bring this case (laches)

Use this defense if the landlord knows you owe rent but waits a long time to sue you. The court case surprises you, the delay hurts you, and the landlord did this on purpose. This is called laches.

The landlord is harassing you

If the landlord is trying to force you to move out by doing things to you, like, threatening you, or stopping your heat and hot water, or changing your locks, use this defense. Read more about [Tenant Harassment](#).

For more possible defenses read [Information on Answering a Notice of Petition and Petition for Nonpayment of Rent](#).

Defenses to a Holdover Case

Your defenses depend on the facts of your case. Here are some examples:

- You didn't do what the landlord/owner said you did.
- It is not as bad as the landlord/owner said.
- You fixed the problem when you got a Notice to Cure.
- The Notice to Cure or the Notice of Termination does not contain enough details for you to understand what the landlord/owner is claiming.
- The landlord/owner is harassing you by trying to force you to move out by doing things, like, threatening you, stopping your heat and hot water, or changing your locks. Read more about [Tenant Harassment](#).
- The landlord/owner started this case to retaliate because during the past year, you complained to the landlord/owner, the landlord's agent or a government agency about conditions in the home.

For more possible defenses read [Information on Answering a Notice of Petition and Petition in a Holdover Case](#).

Related Information:

- [Answering a Case Outside NYC](#)
- [Starting a Case Outside NYC](#)
- [Tenant Vacate Default Judgment DIY Program](#)

Web page updated: July 15, 2019

INFORMATION ON ANSWERING A NOTICE OF PETITION AND PETITION FOR NONPAYMENT OF RENT

If you are in court for nonpayment of rent, you have the right to answer and tell the court the legal reasons why you may not owe the rent. The legal reasons are called defenses. You will have to prove your defenses to the Judge.

Below are some defenses which the Judge can consider to decide how much rent you may owe the landlord. You can have more than one defense depending on the facts of your case. Tell the clerk or the Judge all your defenses.

Important! If you do not tell the court about a defense in your answer you might not be able to talk about it later in your case.

- General Denial. I am not certain that the Petition is correct.

SERVICE

- I did not get both the Notice of Petition and Petition.
 I got the Notice of Petition and Petition, but the papers were not delivered the way the law says.
 I did not get a written rent demand.
 I got the written rent demand, but it was not delivered the way the law says.
 I got a written rent demand, but it gave me less than 14 days' notice to pay the rent.

PARTIES

- My name is listed wrong in this case.
 My name is not on the Notice of Petition and Petition
 The tenant listed is dead.
 The Petitioner is not the Landlord or Owner of the building or otherwise a proper party.

RENT

- The landlord never sent me a notice by certified mail that my rent was 5 days overdue as required by RPAPL 235-e.
 I, or someone on my behalf, tried to pay the rent, but the Petitioner refused to accept it.
 The monthly rent asked for is not the legal rent or the amount on the current lease.
 The Petitioner owes money to me because of a rent overcharge.
 The Petitioner is asking for additional fees, late charges and penalties that are not part of the rent.
 I paid all or some of the rent to the Petitioner.

APARTMENT/HOUSE

- There are or were conditions in the apartment and/or building/house that need to be repaired and/or services that need to be restored.
Conditions in the apartment/house: _____
 My home is not listed correctly on the court papers: wrong apartment/house number wrong or missing information about rent regulation or laws that cover me.
 The apartment is illegal.

OTHER

- The Petitioner has harmed me by waiting too long to bring this case (laches).
 The Petitioner has harassed me by: _____
 The Petition sees the HUD or Housing Authority Section 8 part of the rent. The petitioner did not notify HUD or the Housing Authority about this case.
 I serve in the military I am dependent on someone in the military.
 Other defense / answer: _____

COUNTERCLAIMS

I seek a judgment and/or order against the Petitioner.

- The Petitioner owes me \$_____ because I paid for repairs or services.
 The Petitioner owes me \$_____ for rent overcharges.
 The Petitioner owes me an abatement on the rent for failing to provide services.
 The Petitioner should be fined for harassing me.

INFORMATION ON ANSWERING A NOTICE OF PETITION AND PETITION IN A HOLDOVER CASE

If you are in court for a holdover case, you have the right to answer and tell the court the legal reasons why you should not have to move. The legal reasons are called defenses. You will have to prove your defenses to the Judge.

Below are some possible defenses. You can have more than one defense depending on the facts of your case. You can have defenses that are not listed here. Tell the clerk or the Judge all your defenses. If you do not tell the court about a defense in your answer you might not be able to talk about it later in your case.

For information on answering a Notice of Petition and Petition in a nonpayment of rent case, go to: http://www.nycourts.gov/CourtHelp/pdfs/Eviction_Handout.pdf.

General Denial. I am not certain that the Petition is correct.

SERVICE

- I did not get both the Notice of Petition and Petition.
- I got the Notice of Petition and Petition, but the papers were not delivered the way the law says.
- I did not get a Notice required by law before the landlord started the case

PARTIES

- My name is listed wrong in this case.
- My name is not on the Notice of Petition and Petition
- The tenant listed is dead.
- The Petitioner is not the Landlord or Owner of the building or otherwise a proper party.

APARTMENT/HOUSE

- I fixed the problem that the Petitioner is complaining about.
- The conditions or behavior that the Petition is complaining about are not that bad.
- The conditions or behavior that the Petition is complaining about are not true.
- There are or were conditions in the apartment and/or building/house that need to be repaired and/or services that need to be restored.
Conditions in the apartment/house: _____
- My home is not listed correctly on the court papers: wrong apartment/house number wrong or missing information about rent regulation or laws that cover me.

OTHER

- Petitioner accepted rent from me after the date in the Notice of Termination.
- Petitioner started this case to retaliate for my actions taken in the past year.
- The Petitioner has harassed me by: _____
- I serve in the military. I am dependent on someone in the military.
- Other defense / answer: _____

COUNTERCLAIMS

I seek a judgment and/or order against the Petitioner.

- The Petitioner owes me \$ _____ because I paid for repairs or services.
- The Petitioner owes me \$ _____ for rent overcharges.
- The Petitioner owes me an abatement on the rent for failing to provide services.
- The Petitioner should be fined for harassing me.