

STATE OF NEW YORK
COMMISSION ON JUDICIAL CONDUCT

In the Matter of the Proceeding
Pursuant to Section 44, subdivision 4,
of the Judiciary Law in Relation to

EDWIN R. WILLIAMS,

**AGREED
STATEMENT OF FACTS**

A Justice of the Manchester Town Court,
Ontario County.

Subject to the approval of the Commission on Judicial Conduct

("Commission"):

IT IS HEREBY STIPULATED AND AGREED by and between Robert H. Tembeckjian, Administrator and Counsel to the Commission, and Honorable Edwin R. Williams ("Respondent"), who is represented in this proceeding by John E. Tyo of Zimmerman & Tyo, that further proceedings are waived and that the Commission shall make its determination upon the following facts, which shall constitute the entire record in lieu of a hearing.

1. Respondent is not an attorney. He has been a Justice of the Manchester Town Court, Ontario County, since 1971. Respondent's term expires December 31, 2017.

2. Respondent was served with a Formal Written Complaint dated March 13, 2015, a copy of which is annexed hereto as Exhibit 1.¹ He enters into this Agreed

¹ Paragraph 14 of the Formal Written Complaint is deemed amended to include an allegation that Respondent "failed to accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law, in violation of Section 100.3(B)(6) of the Rules" Governing Judicial Conduct.

Statement of Facts in lieu of filing an Answer.

As to Charge I

3. From October 24, 2012, to May 22, 2013, in various eviction proceedings, Respondent engaged in conduct that was and/or appeared lacking in impartiality, fundamental fairness and adherence to court rules, in that he (A) failed to accord a tenant an opportunity to be heard when the tenant attempted to raise defenses and (B) failed to review the landlords' petitions and supporting documents adequately enough to determine if they complied with the Real Property Law ("RPL") and the Real Property Actions and Proceedings Law ("RPAPL") and (C) failed to ensure that two of the court proceedings were recorded as required by Section 30.1 of the Rules of the Chief Judge and Administrative Order 245/08 of the Chief Administrative Judge of the Courts.

As to the Specifications to Charge I

Meadows of Manchester, LLC v Joseph Mallory & Lindsey Toper

4. On November 21, 2012, Respondent presided over *Meadows of Manchester, LLC v Joseph Mallory & Lindsey Toper*, a summary eviction proceeding.

5. Respondent did not have any social, professional or other relationship with the landlord, its agents and/or its employees.

6. On November 21, 2012, Respondent issued a warrant of eviction against Joseph Mallory and Lindsey Toper, without holding a hearing and taking testimony under oath, despite the fact that the tenants' attorney informed Respondent that the petition had not been served on either tenant.

7. As indicated in the transcript of the proceeding on November 21, 2012,

Respondent engaged in the following colloquy:

MR. MALLORY:	--that's what the lawyer was saying. We never received the eviction.
ATTORNEY:	Yeah, that was still our position. We received a notice of petition. According to the affidavit of -- They--
JUDGE WILLIAMS:	--Did I--
ATTORNEY:	--never received the petition itself.
JUDGE WILLIAMS:	Court feels that they owe the money, therefore, I'm going to render that judgment of \$3,500 and, 30, \$3,530 to Meadows of Manchester.

8. The court file contained no affidavit of service as to Mr. Mallory, and the affidavit of service as to Ms. Toper did not state that the petition had been served, as required by RPAPL Sections 731 and 735. A copy of the notice of petition is annexed hereto as Exhibit 2. A copy of the petition is annexed here as Exhibit 3. A copy of the affidavit of service as to Ms. Toper is annexed hereto as Exhibit 4. A copy of the warrant of eviction, dated November 28, 2012, is annexed hereto as Exhibit 5.

9. It was Respondent's practice to review the supporting documents in a summary proceeding when he took the bench. In this matter, Respondent did not note the absence of an affidavit of service as to Mr. Mallory or that the affidavit of service as to Ms. Toper did not indicate service of the petition.

10. During the proceeding, the tenants acknowledged owing the rent demanded by the landlord and having defaulted on an existing payment agreement to pay the back rent.

11. Respondent, based upon his review of the court file and the tenants' acknowledgment of the unpaid rent, concluded that the landlord should be put in

possession of the property. In rendering the judgment at that time, Respondent was influenced by his belief based upon his long experience that a delay in the proceeding would only result later in increased judgment against the tenants for additional unpaid rent and late and legal fees.

12. Respondent acknowledges that he had not given Mr. Mallory and Ms. Toper an opportunity to be heard regarding a defense.

Old Dutch Properties, Inc. v Nicole Baldwin

13. On May 22, 2013, Respondent presided over *Old Dutch Properties, Inc. v Nicole Baldwin*, a summary eviction proceeding.

14. Respondent did not have any social, professional or other relationship with the landlord, its agents and/or its employees.

15. Respondent reviewed the 41-page court file which indicated that Ms. Baldwin had been personally served with the notice of petition and petition, and that the 30-day notice for a mobile home tenant had been left with a suitable person, Ms. Baldwin's mother, and mailed to Ms. Baldwin.

16. Respondent commenced the proceeding by asking Ms. Baldwin if she owed \$1,950 in rent.

17. As indicated in the transcript of the proceeding on May 22, 2013, Respondent then engaged in the following colloquy:

MS. BALDWIN:	I do---
JUDGE WILLIAMS:	--I render that judgment—
MS.BALDWIN:	--have objections--

JUDGE WILLIAMS: --to Old Dutch Properties, and I will sign a judgment and the warrant.

MS. BALDWIN: (Unintelligible).

JUDGE WILLIAMS: Have a good night.

MS. BALDWIN: Can I get it dismissed? I have this signed by counsel of legal assistance.

COURT CLERK Well, they have to know that when the case is opened so that--

18. As Respondent heard it, Ms. Baldwin acknowledged that she owed the rent. Respondent avers that he did not understand that she had an objection, which, he later learned, she had stated as she walked away from the bench.

19. Ms. Baldwin went over to the court clerk to whom she indicated that she had consulted counsel.

20. Respondent did not hear Ms. Baldwin's reference to having consulted counsel, and the court clerk never advised him that she had done so, or that she had not been properly served with the 30-day notice to a mobile home tenant required by RPL Section 233.

21. On May 22, 2013, Respondent issued a warrant of eviction and rendered a judgment in the amount of \$2,205 against Ms. Baldwin. A copy of the warrant of eviction, dated May 22, 2013, is annexed hereto as Exhibit 6. A copy of the judgment, dated May 22, 2013, is annexed as Exhibit 7.

22. Respondent acknowledges that he did not give Ms. Baldwin the opportunity to be heard regarding a defense.

Meadows of Manchester, LLC v Elizabeth Flagg & Antoinette Bacon

23. On October 24, 2012, Respondent presided over *Meadows of Manchester, LLC v Elizabeth Flagg & Antoinette Bacon*, a summary eviction proceeding, and inadvertently failed to mechanically record the proceeding.

Victor Mobile Home Parks, Inc. v Rebeca Ramos

24. On January 23, 2013, Respondent presided over *Victor Mobile Home Parks, Inc. v Rebeca Ramos*, a summary eviction proceeding, and inadvertently failed to mechanically record the proceeding.

25. It has been the practice of the court clerk to set up the court recorder before each court session and the practice of Respondent to record all proceedings. Respondent inadvertently failed to record the proceedings in *Meadows of Manchester, LLC v Elizabeth Flagg & Antoinette Bacon* and *Victor Mobile Home Parks, Inc. v Rebeca Ramos*, and he failed to sufficiently supervise the clerk to ensure that he indeed recorded all proceedings.

26. By reason of the foregoing, Respondent should be disciplined for cause, pursuant to Article 6, Section 22, subdivision (a), of the Constitution and Section 44, subdivision 1, of the Judiciary Law, in that Respondent failed to uphold the integrity and independence of the judiciary by failing to maintain high standards of conduct so that the integrity and independence of the judiciary would be preserved, in violation of Section 100.1 of the Rules; failed to avoid impropriety and the appearance of impropriety in that he failed to respect and comply with the law and to act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary, in violation

of Section 100.2(A) of the Rules; failed to perform the duties of judicial office impartially and diligently, in that he failed to be faithful to the law and maintain professional competence in it, in violation of Section 100.3(B)(1) of the Rules, failed to perform his judicial duties without bias or prejudice, in violation of Section 100.3(B)(4) of the Rules, and failed to accord to every person who had a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law, in violation of Section 100.3(B)(6) of the Rules; and failed to diligently discharge his administrative responsibilities and maintain professional competence in judicial administration, in violation of Section 100.3(C)(1) of the Rules, and failed to require court staff to observe the standards of fidelity and diligence that apply to the judge, violation of Section 100.3(C)(2) of the Rules.

Additional Factors

27. Respondent began his judicial career as the Manchester Village Court Justice before becoming the Manchester Town Court Justice and has served continually since April 1, 1971. Respondent has no previous disciplinary history over his lengthy career on the bench.

28. Respondent has been cooperative and contrite throughout the Commission inquiry.

29. Commission Counsel examined Respondent's case records for all of 2012 and 2013. There appeared to be 22 summary eviction proceedings. Except as noted above, Respondent appears to have been faithful to the law, to have accorded the parties the opportunity to be heard, and to have mechanically recorded the proceedings.

30. Respondent regrets his failure to abide by the applicable Rules in the cases noted herein and pledges henceforth to abide by them faithfully. Respondent recognizes that according litigants their fundamental rights is especially significant when the failure to do so may result in a litigant's eviction. As a consequence of the Commission investigation, Respondent has engaged in significantly more probing reviews of the paperwork filed by landlords in summary proceedings.

IT IS FURTHER STIPULATED AND AGREED that the parties to this Agreed Statement of Facts respectfully recommend to the Commission that the appropriate sanction is public Censure based upon the judicial misconduct set forth above.

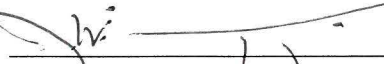
IT IS FURTHER STIPULATED AND AGREED that if the Commission accepts this Agreed Statement of Facts, the parties waive oral argument and waive further submissions to the Commission as to the issues of misconduct and sanction, and that the Commission shall thereupon impose a public Censure without further submission of the parties, based solely upon this Agreed Statement. If the Commission rejects this Agreed Statement of Facts, the matter shall proceed to a hearing and the statements made herein shall not be used by the Commission, the Respondent or the Administrator and Counsel to the Commission.

Dated: July 8, 2015



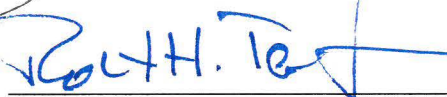
Honorable Edwin R. Williams
Respondent

Dated: July 8, 2015



John E. Tyo, Esq.
Zimmerman & Tyo
Attorney for Respondent

Dated: July 15, 2015



Robert H. Tembeckjian, Esq.
Administrator & Counsel to the Commission
(John J. Postel and Kathleen Martin, Of Counsel)

STATE OF NEW YORK
COMMISSION ON JUDICIAL CONDUCT

In the Matter of the Proceeding
Pursuant to Section 44, subdivision 4,
of the Judiciary Law in Relation to

EDWIN R. WILLIAMS,

a Justice of the Manchester Town Court,
Ontario County.

**NOTICE OF FORMAL
WRITTEN COMPLAINT**

NOTICE is hereby given to Respondent, Honorable Edwin R. Williams, Justice of the Manchester Town Court, Ontario County, pursuant to Section 44, subdivision 4, of the Judiciary Law, that the State Commission on Judicial Conduct has determined that cause exists to serve upon Respondent the annexed Formal Written Complaint; and that, in accordance with said statute, Respondent is requested within twenty (20) days of the service of the annexed Formal Written Complaint upon him to serve the Commission at its Rochester office, 400 Andrews Street, Suite 700, Rochester, New York 14604, with his verified Answer to the specific paragraphs of the Complaint.

Dated: March 13, 2015
New York, New York

ROBERT H. TEMBECKJIAN
Administrator and Counsel
State Commission on Judicial Conduct
61 Broadway, Suite 1200
New York, New York 10006
(646) 386-4800

To: John E. Tyo, Esq.
Attorney for Respondent
Zimmerman & Tyo
6 East Main Street, P.O. Box 7
Shortsville, New York 14548

STATE OF NEW YORK
COMMISSION ON JUDICIAL CONDUCT

In the Matter of the Proceeding
Pursuant to Section 44, subdivision 4,
of the Judiciary Law in Relation to

**FORMAL
WRITTEN COMPLAINT**

EDWIN R. WILLIAMS,

a Justice of the Manchester Town Court,
Ontario County.

1. Article 6, Section 22, of the Constitution of the State of New York establishes a Commission on Judicial Conduct (“Commission”), and Section 44, subdivision 4, of the Judiciary Law empowers the Commission to direct that a Formal Written Complaint be drawn and served upon a judge.

2. The Commission has directed that a Formal Written Complaint be drawn and served upon Edwin R. Williams (“Respondent”), a Justice of the Manchester Town Court, Ontario County.

3. The factual allegations set forth in Charge I state acts of judicial misconduct by Respondent in violation of the Rules of the Chief Administrator of the Courts Governing Judicial Conduct (“Rules”).

4. Respondent has been a Justice of the Manchester Town Court, Ontario County, since 1971. Respondent’s current term expires on December 31, 2017. He is not an attorney.

CHARGE I

5. From on or about October 24, 2012, to on or about May 22, 2013, in various eviction proceedings, Respondent engaged in conduct that was and/or appeared lacking in impartiality, fundamental fairness and adherence to court rules, in that he (A) failed to accord tenants an opportunity to be heard when they attempted to raise defenses and (B) failed to review the landlords' petitions and supporting documents to determine if they complied with the Real Property Law ("RPL") and the Real Property Actions and Proceedings Law ("RPAPL") and (C) failed to record court proceedings as required by Section 30.1 of the Rules of the Chief Judge and Administrative Order 245/08 of the Chief Administrative Judge of the Courts.

Specifications to Charge I

Meadows of Manchester, LLC v Joseph Mallory & Lindsey Toper

6. On or about November 21, 2012, Respondent presided over *Meadows of Manchester, LLC v Joseph Mallory & Lindsey Toper*, a summary eviction proceeding.

7. On or about November 21, 2012, Respondent issued a warrant of eviction against Joseph Mallory and Lindsey Toper, without holding a hearing and taking testimony under oath, despite the fact that the tenants' attorney informed Respondent that the petition had not been served on either tenant. Respondent engaged in the following colloquy:

MR. MALLORY: --that's what the lawyer was saying. We never received the eviction.

ATTORNEY: Yeah, that was still our position. We received a notice of petition. According to the affidavit of-- They--

JUDGE WILLIAMS: --Did I--

ATTORNEY: --never received the petition itself.

JUDGE WILLIAMS: Court feels they owe that money, therefore, I'm going to render that judgment of \$3,500 and, 30, \$3,530 to Meadows of Manchester.

8. The court file contained no affidavit of service as to Mr. Mallory, and the affidavit of service as to Ms. Toper did not state that a petition had been served, as required by RPAPL Sections 731 and 735. Respondent did not review the court file which supported the attorney's representations and the tenants' defenses. A copy of the notice of petition is annexed as Exhibit 1. A copy of the petition is annexed as Exhibit 2. A copy of the affidavit of service as to Ms. Toper is annexed as Exhibit 3. A copy of the warrant of eviction, dated November 28, is annexed as Exhibit 4.

Old Dutch Properties, Inc. v Nicole Baldwin

9. On or about May 22, 2013, Respondent presided over *Old Dutch Properties, Inc. v Nicole Baldwin*, a summary eviction proceeding. Respondent commenced the proceeding by asking Ms. Baldwin if she owed \$1,950 in rent.

10. Ms. Baldwin acknowledged that she owed the rent but attempted to object to the eviction. Respondent interrupted, ignored her reference to having consulted counsel and failed to provide her with an opportunity to present her defense that she had not been served with the 30-day notice to a mobile home tenant required by RPL Section 233. Respondent engaged in the following colloquy:

MS. BALDWIN: I do--
JUDGE WILLIAMS: --I render that judgment--
MS. BALDWIN: --have objections--
JUDGE WILLIAMS: --to Old Dutch Properties, and I will sign a judgment and the warrant.
MS. BALDWIN: Can I get it dismissed? I have this signed by counsel of legal assistance.

11. On or about May 22, 2013, Respondent issued a warrant of eviction and rendered a judgment in the amount of \$2,205 against Ms. Baldwin, without giving her the opportunity to be heard regarding a defense. A copy of the warrant of eviction, dated May 22, 2013, is annexed as Exhibit 5. A copy of the judgment, dated May 22, 2013, is annexed as Exhibit 6.

Meadows of Manchester, LLC v Elizabeth Flagg & Antoinette Bacon

12. On or about October 24, 2012, Respondent presided over *Meadows of Manchester, LLC v Elizabeth Flagg & Antoinette Bacon*, a summary eviction proceeding, and failed to mechanically record the proceeding.

Victor Mobile Home Parks, Inc. v Rebeca Ramos

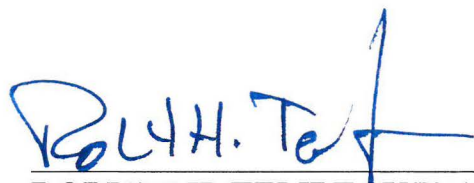
13. On or about January 23, 2013, Respondent presided over *Victor Mobile Home Parks, Inc. v Rebeca Ramos*, a summary eviction proceeding, and failed to mechanically record the proceeding.

14. By reason of the foregoing, Respondent should be disciplined for cause, pursuant to Article 6, Section 22, subdivision (a), of the Constitution and Section 44, subdivision 1, of the Judiciary Law, in that Respondent failed to uphold the integrity and

independence of the judiciary by failing to maintain high standards of conduct so that the integrity and independence of the judiciary would be preserved, in violation of Section 100.1 of the Rules; failed to avoid impropriety and the appearance of impropriety, in that he failed to respect and comply with the law and failed to act in a manner that promotes public confidence in the integrity and impartiality of the judiciary, in violation of Section 100.2(A) of the Rules; and failed to perform the duties of judicial office impartially and diligently, in that he failed to be faithful to the law and maintain professional competence in it, in violation of Section 100.3(B)(1) of the Rules, failed to perform his judicial duties without bias or prejudice, in violation of Section 100.3(B)(4) of the Rules, failed to diligently discharge his administrative responsibilities and maintain professional competence in judicial administration, in violation of Section 100.3(C)(1) of the Rules, and failed to require court staff to observe the standards of fidelity and diligence that apply to the judge, in violation of Section 100.3(C)(2) of the Rules.

WHEREFORE, by reason of the foregoing, the Commission should take whatever further action it deems appropriate in accordance with its powers under the Constitution and the Judiciary Law of the State of New York.

Dated: March 13, 2015
New York, New York


ROBERT H. TEMBECKJIAN
Administrator and Counsel
State Commission on Judicial Conduct
61 Broadway, Suite 1200
New York, New York 10006
(646) 386-4800

STATE OF NEW YORK
COMMISSION ON JUDICIAL CONDUCT

In the Matter of the Proceeding
Pursuant to Section 44, subdivision 4,
of the Judiciary Law in Relation to

VERIFICATION

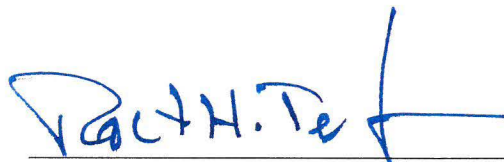
EDWIN R. WILLIAMS,

a Justice of the Manchester Town Court,
Ontario County.

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

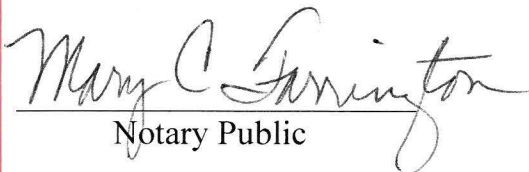
ROBERT H. TEMBECKJIAN, being duly sworn, deposes and says:

1. I am the Administrator of the State Commission on Judicial Conduct.
2. I have read the foregoing Formal Written Complaint and, upon information and belief, all matters stated therein are true.
3. The basis for said information and belief is the files and records of the State Commission on Judicial Conduct.



Robert H. Tembeckjian

Sworn to before me this
13th day of March 2015



Notary Public

MARY C. FARRINGTON
Notary Public, State of New York
No. 02FA6241341
Qualified in Kings County
Commission Expires May 16, 2015

STATE OF NEW YORK

CITY/DISTRICT/TOWN/VILLAGE COURT (1) Manchester Town CourtCOUNTY OF (2) Ontario(4) Meadows of Manchester, LLC

Petitioner(s)/Landlord(s)

(3) Index/Docket No. _____

-against-

<p align="center">NOTICE OF PETITION NON PAYMENT PROCEEDING</p>
--

(5) Joseph Mallory
Lindsey Tooper

Respondent(s)/Tenant(s)

To the Respondents:

PLEASE TAKE NOTICE that a hearing at which you must appear will be held at the

(6) Manchester Town Court

City/District/Town/Village Court

County of (7) Ontario on the (8) 24th day of October, 20 12 at 7⁰⁰ am/pm, upon the annexed petition, which you must answer, which requests a final judgment evicting you from, and awarding to the petitioner the possession of, the premises designated and described as follows:(9) 46 Clover Crossings, Manchester NY 14504
Street Address Including Zip Codethe 2 rooms on the 1st floor, Apartment No. 46, in the County of (10) Ontario and such other and further relief as is demanded in the petition.TAKE NOTICE that demand also is made in the petition for judgment against you for the sum of (11) \$ 2700, with interest thereon from (12) October, 20 12.

TAKE NOTICE that your answer may set forth any defense or counterclaim you may have against the petitioner.

TAKE NOTICE also that if you shall fail at such time to interpose and establish any defense that you may have to the allegations of the petition, you may be precluded from asserting such defense or the claim on which it is based in any other proceeding or action.

TAKE NOTICE that your failure to appear and answer may result in final judgment by default for the petitioner evicting you from the premise and ordering you to pay the amount demanded in the petition.

DATED: the 17th day of October, 20 12.


Judge/Clerk/Attorney

CITY/DISTRICT/TOWN/VILLAGE COURT (1) Manchester Town CourtCOUNTY OF (2) Ontario(4) Meadows of Manchester, LLC

(3) Index/Docket No. _____

Petitioner(s)/Landlord(s)

-against-

**NON PAYMENT PETITION TO
RECOVER POSSESSION OF REAL
PROPERTY**

(5) Joseph Mallory
Lindsey Taper

Respondent(s)/Tenant(s)

THE PETITION OF (6) Meadows of Manchester, LLC owner and landlord of the premises alleges that:

1. The undersigned is the owner/landlord of the premises claimed herein and the petitioner in this action.

2. Respondent(s) (7) Joseph Mallory
Lindsey Taper is/are the tenant(s) of said premises who entered intopossession thereof under (8) written rental agreement made on or about (9) 3/12

between respondent(s) and the landlord (landlord's predecessor), wherein respondent(s) promised to pay to landlord

as rent (10) \$ 830 each month in advance on the (11) October 1st day of each month.

3. Respondents are now in possession of said premises.

4. The premises from which removal is sought are described as follows: (12) 46 Clover Crossings, Manchester, Apt 46, downstairs, 2 bedroom which is situated within the territorial jurisdiction of this court.

5. Pursuant to said agreement there was due to landlord from respondent tenant(s) rent as follows:

(13)	(Month) <u>October</u> , 20 <u>12</u>	(Amount) \$ <u>830</u>	(Month) _____, 20 _____	(Amount) \$ _____
	(Month) <u>Sept.</u> , 20 <u>12</u>	(Amount) \$ <u>830</u>	(Month) _____, 20 _____	(Amount) \$ _____
	(Month) <u>Aug.</u> , 20 <u>12</u>	(Amount) \$ <u>830</u>	(Month) _____, 20 _____	(Amount) \$ _____
	(Month) <u>July</u> , 20 <u>12</u>	(Amount) \$ <u>270</u>	(Month) _____, 20 _____	(Amount) \$ _____

Respondent/Tenant(s) have defaulted in the payments thereof, and the total rent in arrears is (14) \$ _____.

6. Said rent having been duly demanded from the respondent(s) since same became due:

(15)

☐ Personally by the landlord/owner.☒ By the service of a written three(3)-day demand for rent on the respondent(s).

7. Respondent(s) hold over and continue in possession of premises without landlord's permission after said default.

(16)

- ☒ The landlord is in full compliance with the Emergency Tenant(s) Protection Act of 1974 (ETPA), as amended, and the rent demanded is not greater than the maximum rent permitted by law.
- ☐ The premises are subject to rent control and the rent demanded herein does not exceed the maximum rent prescribed by the New York State Division of Housing and Community Renewal (DHCR).
- ☐ The premises are presently subject to ETPA, as amended, because: _____

_____ and the owner of the premises: has registered rents and services with the DHCR pursuant to ETPA and the tenant(s) Protection Regulations promulgated thereunder; is in compliance with ETPA; and the rent demanded herein does not exceed the legal regulated rent permitted the owner under said Law, Regulations, and appropriate Rent Guidelines Board Orders.

The apartment is not subject to rent control by reason of:

- ☐ The premises are located in a community which has not adopted ETPA.
- ☒ The building in which the premises are located was constructed after December 31, 1973.
- ☐ The building in which the premises are located has less than 6 units.

Petitioner requests final judgment: awarding possession of the premises to the petitioner/landlord; issuance of a warrant to remove respondent(s) from possession thereof; judgment for rent in arrears against respondent Tenant(s) for (17) \$ 2700; interest from (18) October, 2012 costs and disbursements herein.

(19) Dated: 10/5/12

(20) Petitioner Brandy Bredesen , Brandy Bredesen
Signature Type or Print Name

STATE OF NEW YORK, COUNTY OF (21) Ontario ss: The undersigned

(22)

- ☐ Petitioner
- ☐ Attorney for petitioner (petitioner is not within the county in which deponent's office is located)
- ☒ Agent for petitioner

Being duly sworn states: That deponent has **read /heard** the petition, and the contents of the petition are true to deponent's own knowledge except as to those matters which are alleged on information and belief, and as to them deponent believes them to be true.

(23)

Brandy Bredesen
(Signature)
Brandy Bredesen
(Print or Type Name)

(24)

Sworn to before me this 5th day
of October, 2012

Vivian C. Dwyer Notary Public

VIVIAN C. DWYER
Notary Public, State of New York
No. 01DW4832368
Qualified in Ontario County
Commission Expires October 31, 2012

STATE OF NEW YORK
CITY/DISTRICT/TOWN/VILLAGE COURT (1) Manchester Town Court
COUNTY OF (2) Ontario

(4) Meadows of Manchester, LLC

(3) Index/Docket No. _____

Petitioner(s)/Landlord(s)

-against-

AFFIDAVIT OF PERSONAL SERVICE

(5) Joseph Mallory
Lindsey Toper

Respondent(s)/Tenant(s)

State of New York

County of (6) Ontario ss.: City/Town Village of (7) Manchester

(8) Ray Fountain, being duly sworn, deposes and says

that (s)he served the (9) Notice of Petition Non Payment Proceeding
in the above entitled action upon the following named respondent(s) at the following place(s) and time(s):


(10) TENANT NAME(S)	(11) ADDRESS (CITY/TOWN/VILLAGE) & STATE	(12) TIME & DATE
<u>Lindsey Toper</u>	<u>46 Clover Crossings</u> <u>Manchester, N.Y. 14504</u>	<u>10/15 5:15pm.</u>

by delivering to and leaving with respondent(s), personally, a true copy thereof, and deponent further says that (s)he knew the person so served to be the same person mentioned and described in the said summons as respondent therein, and that at the time of making such service deponent was over eighteen years of age and not a party to this action. That (s)he asked respondent whether respondent was in the military service of the United State Government, in any capacity whatever, and respondent replied (s)he was not. Respondent was clad in ordinary civilian clothes and wore no military uniform of any kind.

(13) The person served is described as follows:

Sex Female, Color of Skin white, Hair Color brown, Approximate: Age 30
Weight 200lbs, Height 6'. Other identifying features: _____

(14)


(Signature)
Augusta R. Fountain
(Print or Type Name)

(15)

Sworn to before me this 22nd day
of October, 20 12
Stephanie A. Holtz Notary Public

STEPHANIE A. HOLTZ
Notary Public, State of New York
No. 01HO6135210
Qualified in Ontario County
Commission Expires October 17, 20 13

STATE OF NEW YORK

CITY/DISTRICT/TOWN/VILLAGE COURT (1) Manchester Town CourtCOUNTY OF (2) Ontario(4) Meadows of Manchester, LLC

ORIGINAL

(3) Index/Docket No. _____

Petitioner(s)/Landlord(s)

-against-

WARRANT OF EVICTION
NON PAYMENT

(5) Joseph Mallory and
Lindsay Toper

Respondent(s)/Tenant(s)

TO THE SHERIFF OF (6) Ontario

COUNTY OR MARSHAL/CONSTABLE:

A petition having been presented in the above-captioned matter to this court by

(7) Meadows of Manchester Petitioner/Landlord and final judgment for Petitioner having been rendered in the above-entitled proceeding on (8) November 21 2012, awarding to said Petitioner the delivery of possession of the premises located at: (9) 46 Clover Crossings
Manchester, N.Y. 14504and a warrant to remove: (10) Joseph Mallory Respondent/Tenant(s)
and (11) Lindsay Toper Respondent/Undertenant(s).

THEREFORE, you are hereby commanded to remove Respondent/Tenant(s) and all other persons from the previously described premises, on the grounds that said tenant(s): Failed to pay rent.

FAILED TO PAY RENT and continued in possession of aforementioned premises without permission of Landlord/Petitioner after Notice of Petition with date of hearing, petition and proof of service were presented to this Court. That no defense was established by respondent, and that the Court awarded possession of said property to the landlord/ petitioner.

Enter:

11/28/12
DATE

Chen A. Williams
CITY / DISTRICT COURT JUDGE
TOWN / VILLAGE JUSTICE

EXECUTION OF WARRANT

I hereby certify that I have duly executed the within Warrant, and put the landlord into full possession of premises described therein.

Dep. A. DePina

DATED: 12/5/12

BY PHILIP C. POWELL, SHERIFF
(683)
CANYON
740

2012 NOV 28 PM 4:09

WARRANT, Non-Payment; Summary Proceedings; Blank Court.

TOWN COURT

MANCHESTER TOWN COURT

COUNTY OF ONTARIO

STATE OF NEW YORK

RECEIVED
ONTARIO COUNTY SHERIFF
CIVIL OFFICE Index No.**OLD DUTCH PROPERTIES, INC.**

Petitioner

784 Old Dutch Road

Landlord

Victor, New York 14564

Address

against

NICOLE BALDWIN

Respondent/Tenant

and all persons holding thereunder

285 Route 21, Lot # 17

Address

Palmyra, New York 14522

74 ONTARIO STREET
CANANDAIGUA, NY 14422
15951396-4666
BY PHILIP C ROVERO, SHERIFF
WARRANT
Non-Payment

First name of Tenant and for Undertenant being fictitious and unknown to petitioner, Person intended being in possession of the premises herein described

TO THE ONTARIO COUNTY SHERIFF:

WHEREAS, OLD DUTCH PROPERTIES, INC. has made a Petition in due form in writing, and presented the same, duly verified, to me, Honorable, Justice of the Manchester Town Court that the **OLD DUTCH PROPERTIES, INC.** is the Petitioner/Landlord of 285 Route 21, Lot # 17, Palmyra, New York 14522 in respect to the premises now in the occupation of the said **NICOLE BALDWIN**, Respondent/Tenant, and said property is within the jurisdiction of the Manchester Town Court and described as follows, to wit: 285 Route 21, Lot # 17, Palmyra, New York 14522.

That the Respondent/Tenant, **NICOLE BALDWIN**, entered into a written "Mobile Home Rent to Own Agreement" and signed the "Lot Lease Agreement" and the "Rules and Regulations of Willow Creek Mobile Home Park" for the mobile home situate at 285 Route 21, Lot # 17, Palmyra, New York 14522 with the Petitioner/Landlord, **OLD DUTCH PROPERTIES, INC.** on or about September 6, 2012, and Respondent/Tenant agreed to make payments in the amount of \$ 620.00 per month in advance of the first day of the month for eighty-four (84) months, plus late fees and other fees if applicable as set forth in the Agreement, and this monthly rental amount included mobile home rent of \$ 250.00 and \$ 370.00 for the lot rent for the premises.

That the said **NICOLE BALDWIN** entered into the possession of the mobile home, and Respondent/Tenant **NICOLE BALDWIN** has continued in possession of the premises to the present time by virtue of the said Agreement, and **NICOLE BALDWIN** is justly indebted to the above-named Petitioner/Landlord in the sum of \$ 1,950.00 for the monthly rent and late fees for said premises, plus \$ 35.00 Thirty Day Notice fee, \$ 200.00 in attorney's fees, and \$ 20.00 court filing fees, and any other costs and disbursements of this action.

That the Petitioner/Landlord has demanded the rent from the Respondent/Tenant since the same became due and payable under said Agreement, and Respondent/Tenant **NICOLE BALDWIN** has defaulted in the payment thereof pursuant to the agreement under which the premises were held, and the Respondent/Tenant **NICOLE BALDWIN** holds over and continues in possession of the premises without permission of the Petitioner/Landlord, after default in the payment of the rent as aforesaid, and

WHEREAS, a Notice of Petition was duly issued by George F. Newton, Esq., MUEHE AND NEWTON, LLP, Attorney for Landlords, directed to the Respondent/Tenant specifying the time and place of the hearing of the Petition, and proof of service of the Notice of Petition and Petition was presented, and the Respondent/Tenant has failed to interpose or establish any defense, I did thereupon render final judgment awarding to the Petitioner/Landlord, among other things, the delivery of the possession of the said property seventy two (72) hours after service of this Warrant of Eviction.

THEREFORE, in the name of the people of the State of New York, YOU ARE COMMANDED to remove **NICOLE BALDWIN, and all persons holding thereunder** from the mobile home owned by the Petitioner/Landlord, situate at 285 Route 21, Lot # 17, Palmyra, New York 14522

IN WITNESS WHEREOF, I have subscribed to these presents, the 27 day of May, 2013.

Eviction cancelled by landlord on
06/27/2013 *SG. K. O'Brien*

John R. O'Brien
HONORABLE
Justice of the Manchester Town Court

Pursuant to the command of the above Warrant and in accordance with the terms specifically set forth in this Warrant, I have this day put the Petitioner/Landlord into full possession of the premises therein mentioned.

Dated this ____ day of _____, 2013.

TOWN COURT
COUNTY OF ONTARIOMANCHESTER TOWN COURT
STATE OF NEW YORK

Index No.

OLD DUTCH PROPERTIES, INC.
784 Old Dutch Road
Victor, New York 14564Petitioner
Landlord
AddressSTATEMENT OF JUDGMENT
NON-PAYMENT
Judgment Rendered in Favor Of

against

OLD DUTCH PROPERTIES, INC., Landlord

NICOLE BALDWIN
285 Route 21, Lot # 17
Palmyra, New York 14522Respondent
Tenant
AddressAddress at: 784 Old Dutch Road
Victor, New York 14564

A Notice of Petition, containing a notice of demand for judgment for rent due, together with the Petition having been duly filed in the office of the clerk of this court, and proof of service of said Notice of Petition and Petition having been duly filed within three days after service of said papers, and it appearing that the Respondent/Tenant was served by personal service with the Notice of Petition and Petition, and the Notice of Petition having been made returnable before the court on Wednesday, May 22, 2013 at 7:00 p.m.

And the Respondent/Tenant having (failed to appear) (appeared) [cross out as is applicable] to answer at the time and place designated in the Notice of Petition;

And the Court having reviewed the papers and listened to the parties that appeared before the Court, and thereafter having made a determination of the just rent due and owing to the Petitioner/Landlord;

Now, on motion of MUEHE AND NEWTON, LLP attorney for Petitioner/Landlord, it is

ADJUDGED, that possession of the premises described in the Petition be awarded on the Petitioner/Landlord with costs of this proceeding;

That **OLD DUTCH PROPERTIES, INC.**, Petitioner/Landlord with an address of 784 Old Dutch Road, Victor, New York 14564, do recover of **NICOLE BALDWIN** Respondent/Tenant residing at 285 Route 21, Lot # 17, Palmyra, New York 14522, the sum of \$ 1,950.00, the amount determined to be due the Petitioner/Landlord for rent and late fees, with interest of \$ 0.00 making a total of \$ 1,950.00, plus \$ 35.00 Thirty Day Notice fee, attorney's fees in the amount of \$ 200.00, and \$ 20.00 in court filing fees, amounting in all to the sum of \$ 2,205.00 and that the Petitioner/Landlord have execution therefor.

ADJUDGED, that a warrant of eviction issue, such issuance to be stayed to and including the 22 day of May, 2013.

Dated: May 22, 2013

Enter,



HONORABLE
Manchester Town Court Justice

Judgment entered in accordance with the foregoing.

Dated: May __, 2013

Manchester Town Court Clerk

STATE OF NEW YORK

CITY/DISTRICT/TOWN/VILLAGE COURT (1) Manchester Town CourtCOUNTY OF (2) Ontario(4) Meadows of Manchester, LLC

Petitioner(s)/Landlord(s)

(3) Index/Docket No. _____

-against-

<p align="center">NOTICE OF PETITION NON PAYMENT PROCEEDING</p>
--

(5) Joseph Mallory
Lindsey Toper

Respondent(s)/Tenant(s)

To the Respondents:

PLEASE TAKE NOTICE that a hearing at which you must appear will be held at the

(6) Manchester Town Court

City/District/Town/Village Court

County of (7) Ontario on the (8) 24th day of October, 20 12 at 7⁰⁰ am/pm, upon the annexed petition, which you must answer, which requests a final judgment evicting you from, and awarding to the petitioner the possession of, the premises designated and described as follows:(9) 46 Clover Crossings, Manchester NY 14504
Street Address Including Zip Codethe 2 rooms on the 1st floor, Apartment No. 46, in the County of (10) Ontario and such other and further relief as is demanded in the petition.TAKE NOTICE that demand also is made in the petition for judgment against you for the sum of (11) \$ 2700, with interest thereon from (12) October, 20 12.

TAKE NOTICE that your answer may set forth any defense or counterclaim you may have against the petitioner.

TAKE NOTICE also that if you shall fail at such time to interpose and establish any defense that you may have to the allegations of the petition, you may be precluded from asserting such defense or the claim on which it is based in any other proceeding or action.

TAKE NOTICE that your failure to appear and answer may result in final judgment by default for the petitioner evicting you from the premise and ordering you to pay the amount demanded in the petition.

DATED: the 17th day of October, 20 12.


Judge/Clerk/Attorney

(4) Meadows of Manchester, LLC

(3) Index/Docket No. _____

Petitioner(s)/Landlord(s)

-against-

**NON PAYMENT PETITION TO
RECOVER POSSESSION OF REAL
PROPERTY**

(5) Joseph Mallory
Lindsey Taper

Respondent(s)/Tenant(s)

THE PETITION OF (6) Meadows of Manchester, LLC owner and landlord of the premises alleges that:

1. The undersigned is the owner/landlord of the premises claimed herein and the petitioner in this action.

2. Respondent(s) (7) Joseph Mallory
Lindsey Taper is/are the tenant(s) of said premises who entered intopossession thereof under (8) written rental agreement made on or about (9) 3/12

between respondent(s) and the landlord (landlord's predecessor), wherein respondent(s) promised to pay to landlord

as rent (10) \$ 830 each month in advance on the (11) October 1st day of each month.

3. Respondents are now in possession of said premises.

4. The premises from which removal is sought are described as follows: (12) 46 Clover Crossings, Manchester, Apt 46, downstairs, 2 bedroom which is situated within the territorial jurisdiction of this court.

5. Pursuant to said agreement there was due to landlord from respondent tenant(s) rent as follows:

(13)	(Month) <u>October</u> , 20 <u>12</u>	(Amount) \$ <u>830</u>	(Month) _____, 20 ____	(Amount) \$ _____
	(Month) <u>Sept.</u> , 20 <u>12</u>	(Amount) \$ <u>830</u>	(Month) _____, 20 ____	(Amount) \$ _____
	(Month) <u>Aug.</u> , 20 <u>12</u>	(Amount) \$ <u>830</u>	(Month) _____, 20 ____	(Amount) \$ _____
	(Month) <u>July</u> , 20 <u>12</u>	(Amount) \$ <u>830</u>	(Month) _____, 20 ____	(Amount) \$ _____

Respondent/Tenant(s) have defaulted in the payments thereof, and the total rent in arrears is (14) \$ _____.

6. Said rent having been duly demanded from the respondent(s) since same became due:

(15)

☐ Personally by the landlord/owner.☒ By the service of a written three(3)-day demand for rent on the respondent(s).

7. Respondent(s) hold over and continue in possession of premises without landlord's permission after said default.

(16)

- ☒ The landlord is in full compliance with the Emergency Tenant(s) Protection Act of 1974 (ETPA), as amended, and the rent demanded is not greater than the maximum rent permitted by law.
- ☐ The premises are subject to rent control and the rent demanded herein does not exceed the maximum rent prescribed by the New York State Division of Housing and Community Renewal (DHCR).
- ☐ The premises are presently subject to ETPA, as amended, because: _____

_____ and the owner of the premises: has registered rents and services with the DHCR pursuant to ETPA and the tenant(s) Protection Regulations promulgated thereunder; is in compliance with ETPA; and the rent demanded herein does not exceed the legal regulated rent permitted the owner under said Law, Regulations, and appropriate Rent Guidelines Board Orders.

The apartment is not subject to rent control by reason of:

- ☐ The premises are located in a community which has not adopted ETPA.
- ☒ The building in which the premises are located was constructed after December 31, 1973.
- ☐ The building in which the premises are located has less than 6 units.

Petitioner requests final judgment: awarding possession of the premises to the petitioner/landlord; issuance of a warrant to remove respondent(s) from possession thereof; judgment for rent in arrears against respondent Tenant(s) for (17) \$ 2700; interest from (18) October, 2012 costs and disbursements herein.

(19) Dated: 10/5/12

(20) Petitioner

Brandy Bredesen , Brandy Bredesen
Signature Type or Print Name

STATE OF NEW YORK, COUNTY OF (21) Ontario ss: The undersigned

(22)

- ☐ Petitioner
- ☐ Attorney for petitioner (petitioner is not within the county in which deponent's office is located)
- ☒ Agent for petitioner

Being duly sworn states: That deponent has **read /heard** the petition, and the contents of the petition are true to deponent's own knowledge except as to those matters which are alleged on information and belief, and as to them deponent believes them to be true.

(23)

Brandy Bredesen
(Signature)
Brandy Bredesen
(Print or Type Name)

(24)

Sworn to before me this 5th day
of October, 2012

Vivian C. Dwyer Notary Public

VIVIAN C. DWYER
Notary Public, State of New York
No. 01DW4832368
Qualified in Ontario County
Commission Expires October 31, 2012

STATE OF NEW YORK

CITY/DISTRICT/TOWN/VILLAGE COURT (1) Manchester Town CourtCOUNTY OF (2) Ontario(4) Meadows of Manchester, LLC

(3) Index/Docket No. _____

Petitioner(s)/Landlord(s)

-against-

AFFIDAVIT OF PERSONAL SERVICE

(5) Joseph Mallory
Lindsey Toper

Respondent(s)/Tenant(s)

State of New York

County of (6) Ontario ss.: City/Town Village of (7) Manchester(8) Ray Fountain, being duly sworn, deposes and saysthat (s)he served the (9) Notice of Petition Non Payment Proceeding
in the above entitled action upon the following named respondent(s) at the following place(s) and time(s):


(10) TENANT NAME(S)	(11) ADDRESS (CITY/TOWN/VILLAGE) & STATE	(12) TIME & DATE
<u>Lindsey Toper</u>	<u>46 Clover Crossings</u> <u>Manchester, N.Y. 14504</u>	<u>10/15 5:15pm.</u>

by delivering to and leaving with respondent(s), personally, a true copy thereof, and deponent further says that (s)he knew the person so served to be the same person mentioned and described in the said summons as respondent therein, and that at the time of making such service deponent was over eighteen years of age and not a party to this action. That (s)he asked respondent whether respondent was in the military service of the United State Government, in any capacity whatever, and respondent replied (s)he was not. Respondent was clad in ordinary civilian clothes and wore no military uniform of any kind.

(13) The person served is described as follows:

Sex Female, Color of Skin white, Hair Color brown, Approximate: Age 30,
Weight 200lbs, Height 6'. Other identifying features: _____

(14)


(Signature)
Augusta R. Fountain
(Print or Type Name)

(15)

Sworn to before me this 22nd day
of October, 20 12
Stephanie A. Holtz Notary Public

STEPHANIE A. HOLTZ
Notary Public, State of New York
No. 01HO6135210
Qualified in Ontario County
Commission Expires October 17, 20 13

STATE OF NEW YORK

CITY/DISTRICT/TOWN/VILLAGE COURT (1) Manchester Town CourtCOUNTY OF (2) Ontario(4) Meadows of Manchester, LLC

ORIGINAL

(3) Index/Docket No. _____

Petitioner(s)/Landlord(s)

-against-

WARRANT OF EVICTION
NON PAYMENT

(5) Joseph Mallory and
Lindsay Toper

Respondent(s)/Tenant(s)

TO THE SHERIFF OF (6) Ontario

COUNTY OR MARSHAL/CONSTABLE:

A petition having been presented in the above-captioned matter to this court by

(7) Meadows of Manchester Petitioner/Landlord and final judgment for Petitioner having been rendered in the above-entitled proceeding on (8) November 21 2012, awarding to said Petitioner the delivery of possession of the premises located at: (9) 46 Clover Crossings
Manchester, N.Y. 14504and a warrant to remove: (10) Joseph Mallory Respondent/Tenant(s)
and (11) Lindsay Toper Respondent/Undertenant(s).

THEREFORE, you are hereby commanded to remove Respondent/Tenant(s) and all other persons from the previously described premises, on the grounds that said tenant(s): Failed to pay rent.

FAILED TO PAY RENT and continued in possession of aforementioned premises without permission of Landlord/Petitioner after Notice of Petition with date of hearing, petition and proof of service were presented to this Court. That no defense was established by respondent, and that the Court awarded possession of said property to the landlord/ petitioner.

Enter:

11/28/12
 DATE

Chen A. Williams
 CITY / DISTRICT COURT JUDGE
 TOWN / VILLAGE JUSTICE

EXECUTION OF WARRANT

I hereby certify that I have duly executed the within Warrant, and put the landlord into full possession of premises described therein.

Dep. A. DePina

DATED: 12/5/12

BY PHILIP C. POWERS, SHERIFF
 6887
 14424
 CANADIAN
 740

2012 NOV 28 PM 4:09

WARRANT, Non-Payment; Summary Proceedings; Blank Court.
 TOWN COURT MANCHESTER TOWN COURT
 COUNTY OF ONTARIO STATE OF NEW YORK

RECEIVED
 ONTARIO COUNTY SHERIFF
 CIVIL OFFICE Index No.

OLD DUTCH PROPERTIES, INC.

784 Old Dutch Road
 Victor, New York 14564

against

NICOLE BALDWIN

and all persons holding thereunder

285 Route 21, Lot # 17
 Palmyra, New York 14522

Petitioner

Landlord

Address

Respondent/Tenant

Address

2013 MAY 23 PM 12:53

74 ONTARIO STREET
 CANANDAIGUA, NY 14422
 15951396-4666
 BY PHILIP C ROVERO, SHERIFF
WARRANT
Non-Payment

First name of Tenant and for Undertenant being fictitious and unknown to petitioner, Person intended being in possession of the premises herein described

TO THE ONTARIO COUNTY SHERIFF:

WHEREAS, OLD DUTCH PROPERTIES, INC. has made a Petition in due form in writing, and presented the same, duly verified, to me, Honorable, Justice of the Manchester Town Court that the **OLD DUTCH PROPERTIES, INC.** is the Petitioner/Landlord of 285 Route 21, Lot # 17, Palmyra, New York 14522 in respect to the premises now in the occupation of the said **NICOLE BALDWIN**, Respondent/Tenant, and said property is within the jurisdiction of the Manchester Town Court and described as follows, to wit: 285 Route 21, Lot # 17, Palmyra, New York 14522.

That the Respondent/Tenant, **NICOLE BALDWIN**, entered into a written "Mobile Home Rent to Own Agreement" and signed the "Lot Lease Agreement" and the "Rules and Regulations of Willow Creek Mobile Home Park" for the mobile home situate at 285 Route 21, Lot # 17, Palmyra, New York 14522 with the Petitioner/Landlord, **OLD DUTCH PROPERTIES, INC.** on or about September 6, 2012, and Respondent/Tenant agreed to make payments in the amount of \$ 620.00 per month in advance of the first day of the month for eighty-four (84) months, plus late fees and other fees if applicable as set forth in the Agreement, and this monthly rental amount included mobile home rent of \$ 250.00 and \$ 370.00 for the lot rent for the premises.

That the said **NICOLE BALDWIN** entered into the possession of the mobile home, and Respondent/Tenant **NICOLE BALDWIN** has continued in possession of the premises to the present time by virtue of the said Agreement, and **NICOLE BALDWIN** is justly indebted to the above-named Petitioner/Landlord in the sum of \$ 1,950.00 for the monthly rent and late fees for said premises, plus \$ 35.00 Thirty Day Notice fee, \$ 200.00 in attorney's fees, and \$ 20.00 court filing fees, and any other costs and disbursements of this action.

That the Petitioner/Landlord has demanded the rent from the Respondent/Tenant since the same became due and payable under said Agreement, and Respondent/Tenant **NICOLE BALDWIN** has defaulted in the payment thereof pursuant to the agreement under which the premises were held, and the Respondent/Tenant **NICOLE BALDWIN** holds over and continues in possession of the premises without permission of the Petitioner/Landlord, after default in the payment of the rent as aforesaid, and

WHEREAS, a Notice of Petition was duly issued by George F. Newton, Esq., MUEHE AND NEWTON, LLP, Attorney for Landlords, directed to the Respondent/Tenant specifying the time and place of the hearing of the Petition, and proof of service of the Notice of Petition and Petition was presented, and the Respondent/Tenant has failed to interpose or establish any defense, I did thereupon render final judgment awarding to the Petitioner/Landlord, among other things, the delivery of the possession of the said property seventy two (72) hours after service of this Warrant of Eviction.

THEREFORE, in the name of the people of the State of New York, YOU ARE COMMANDED to remove **NICOLE BALDWIN, and all persons holding thereunder** from the mobile home owned by the Petitioner/Landlord, situate at 285 Route 21, Lot # 17, Palmyra, New York 14522

IN WITNESS WHEREOF, I have subscribed to these presents, the 22nd day of May, 2013.

Eviction cancelled by landlord on
 06/27/2013 *SG. KOENIG*

John R. Koenig
HONORABLE
 Justice of the Manchester Town Court

Pursuant to the command of the above Warrant and in accordance with the terms specifically set forth in this Warrant, I have this day put the Petitioner/Landlord into full possession of the premises therein mentioned.

Dated this _____ day of _____, 2013.

TOWN COURT
COUNTY OF ONTARIOMANCHESTER TOWN COURT
STATE OF NEW YORK

Index No.

OLD DUTCH PROPERTIES, INC.
784 Old Dutch Road
Victor, New York 14564Petitioner
Landlord
AddressSTATEMENT OF JUDGMENT
NON-PAYMENT
Judgment Rendered in Favor Of

against

OLD DUTCH PROPERTIES, INC., Landlord

NICOLE BALDWIN
285 Route 21, Lot # 17
Palmyra, New York 14522Respondent
Tenant
AddressAddress at: 784 Old Dutch Road
Victor, New York 14564

A Notice of Petition, containing a notice of demand for judgment for rent due, together with the Petition having been duly filed in the office of the clerk of this court, and proof of service of said Notice of Petition and Petition having been duly filed within three days after service of said papers, and it appearing that the Respondent/Tenant was served by personal service with the Notice of Petition and Petition, and the Notice of Petition having been made returnable before the court on Wednesday, May 22, 2013 at 7:00 p.m.

And the Respondent/Tenant having (failed to appear) (appeared) [cross out as is applicable] to answer at the time and place designated in the Notice of Petition;

And the Court having reviewed the papers and listened to the parties that appeared before the Court, and thereafter having made a determination of the just rent due and owing to the Petitioner/Landlord;

Now, on motion of MUEHE AND NEWTON, LLP attorney for Petitioner/Landlord, it is

ADJUDGED, that possession of the premises described in the Petition be awarded on the Petitioner/Landlord with costs of this proceeding;

That **OLD DUTCH PROPERTIES, INC.**, Petitioner/Landlord with an address of 784 Old Dutch Road, Victor, New York 14564, do recover of **NICOLE BALDWIN** Respondent/Tenant residing at 285 Route 21, Lot # 17, Palmyra, New York 14522, the sum of \$ 1,950.00, the amount determined to be due the Petitioner/Landlord for rent and late fees, with interest of \$ 0.00 making a total of \$ 1,950.00, plus \$ 35.00 Thirty Day Notice fee, attorney's fees in the amount of \$ 200.00, and \$ 20.00 in court filing fees, amounting in all to the sum of \$ 2,205.00 and that the Petitioner/Landlord have execution therefor.

ADJUDGED, that a warrant of eviction issue, such issuance to be stayed to and including the 22 day of May, 2013.

Dated: May 22, 2013

Enter,



HONORABLE
Manchester Town Court Justice

Judgment entered in accordance with the foregoing.

Dated: May __, 2013

Manchester Town Court Clerk