

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

RAYMOND J. KENNEDY,

a Justice of the Durham Town Court,
Greene County.

**NOTICE OF FORMAL
WRITTEN COMPLAINT**

NOTICE is hereby given to Respondent, Raymond J. Kennedy, a Justice of the Durham Town Court, Greene 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 Albany office, Corning Tower, Suite 2301, Albany, New York 12223, with his verified Answer to the specific paragraphs of the Complaint.

Dated: March 15, 2022
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: Hon. Raymond J. Kennedy
Durham Town Court
7309 Route 81
East Durham, New York 12423

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

RAYMOND J. KENNEDY,

a Justice of the Durham Town Court,
Greene County.

**FORMAL
WRITTEN COMPLAINT**

1. Article VI, 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 Raymond J. Kennedy (“Respondent”), a Justice of the Durham Town Court, Greene 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 Durham Town Court, Greene County, since January 1, 2008. His current term expires on January 1, 2024. Respondent is not an attorney.

CHARGE I

5. On or about April 17, 2019, in connection with *Romelus v Kennedy*, a small claims matter in the Catskill Village Court in which Respondent's wife was the named defendant, Respondent lent the prestige of his judicial office to advance his and his wife's private pecuniary interests, in that he appeared in court and, although he is not a lawyer, acted as his wife's advocate and repeatedly asserted his judicial office during the proceeding.

Specifications to Charge I

6. At all times relevant to this charge, Respondent and Debi Kennedy were husband and wife.

7. At all times relevant to this charge, Respondent and his wife were joint owners of residential rental property located at 23 Oak Drive in Hopewell Junction, New York, for which they shared income and expenses.

8. On or about December 4, 2018, Jacynta and Normil Romelus entered into a pre-lease agreement with Debi Kennedy in connection with the rental of a home on the aforementioned property. A copy of the agreement is annexed as Exhibit A.

9. On or about December 4, 2018, and on or about December 10, 2018, Mrs. Romelus gave Mrs. Kennedy two checks totaling \$3,000, which Mrs. Romelus believed constituted payment of a \$1,500 security deposit and \$1,500 as

the first month's rent for the home. Copies of the checks are annexed as Exhibit B. Mrs. Kennedy maintained that the \$3,000 constituted a non-refundable deposit required to proceed with the lease agreement and that it could not be used for payment of a security deposit or rent.

10. On or about December 16, 2018, Mrs. Kennedy demanded an additional \$1,500 for the first month's rent, which Mr. and Mrs. Romelus refused to pay. Respondent and Mrs. Kennedy then refused to allow the Romeluses to sign a lease or move into the premises, and Mrs. Kennedy refused to return the \$3,000 sum to the Romeluses, claiming that the amount was non-refundable pursuant to the terms of the pre-lease agreement.

11. In or about January 2019, Mrs. Romelus filed a small claim in Durham Town Court against Mrs. Kennedy, to whom the checks were made payable and who had signed the pre-lease agreement, seeking to recover the amount paid toward the rental.

12. On or about January 7, 2019, Respondent and his co-judge recused themselves and the matter was transferred to the Catskill Village Court.

13. On or about April 17, 2019, Mrs. Romelus and Mrs. Kennedy appeared in Catskill Village Court for trial before Justice William P. Wootton.

Notwithstanding that Respondent was not a party to the proceeding and is not an

attorney, he appeared with his wife, spoke in her defense and cross-examined Mrs. Romelus. A transcript of the proceeding is annexed as Exhibit C.

14. After Respondent's cross-examination of Mrs. Romelus, he continued to advocate for his wife by presenting her case and offering what he described as his own "testimony" about his wife's interactions with the couple, notwithstanding that he was neither present for nor a witness to all of those interactions (Exhibit C, pp 5-10). In describing the decision not to rent to the Romeluses, Respondent claimed it was also his decision, stating, "At this point, we refused to deal with them and terminated the agreement with them."

15. Respondent then gratuitously asserted his judicial status by stating, "Your Honor, I'll state that to the court that it's no secret I'm a judge in another locality, and prior to that, I was a state trooper for 30 years" (*Id.*, pp 9-10).

16. Respondent further asserted his judicial status and cast irrelevant aspersions on Mr. Romelus, by stating that he "showed up at my court, and he threatened [*sic*] my court clerk . . ." who "called for assistance from my other judge . . ." (*Id.*, p 10). Respondent thereafter made two references to "my court" during his narrative (*Id.*).

17. On or about May 22, 2019, Judge Wootton issued a Decision and Judgment against Mrs. Kennedy in the amount of \$3,000. The determination

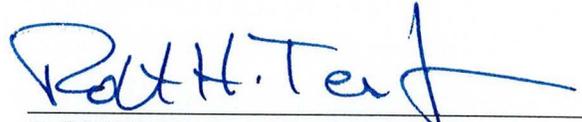
included a finding that the pre-lease agreement was “not legal.” A copy of the Decision and Judgment is annexed as Exhibit D.

18. As of the date of this Formal Written Complaint, the judgment has not been paid, and no appeal has been undertaken.

19. By reason of the foregoing, Respondent should be disciplined for cause, pursuant to Article VI, 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 lent the prestige of judicial office to advance his own private interest and the private interest of another, in violation of Section 100.2(C) of the Rules; and failed to conduct his extra-judicial activities so as to minimize the risk of conflict with judicial obligations, in that he failed to conduct his extra-judicial activities so that they do not cast reasonable doubt on his ability to act impartially as a judge, detract from the dignity of judicial office, and are not incompatible with judicial office, in violation of Sections 100.4(A)(1)(2) and (3) 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 15, 2022
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

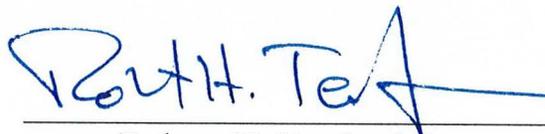
RAYMOND J. KENNEDY,

a Justice of the Durham Town Court,
Greene County.

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

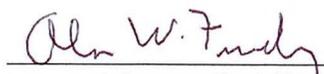
ROBERT H. TEMBECKJIAN, being duly sworn, deposes and says:

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
15th day of March 2022


Notary Public

ALAN W. FRIEDBERG
Notary Public, State of New York
Registration No. 02FR4511070
Qualified in New York County
Commission Expires 08-09-20₂₅

EXHIBIT A

Pre-Lease Rental Agreement

D-1

This constitutes an agreement between Debi Kennedy (Landlord) and

NORMIL ROMELUS and JACYNTA ROMELUS (Tenants)

who currently reside at:



For rental of the following location:

230AKROR
HOPEWELL Jct NY 12533

A non-refundable deposit in the amount of \$ 1500 12-4-18

Which constitutes non-refundable deposit 12-11-18

Further payment arrangements as follows:

Rent to be on the 15th of each
month starting 12/15/18

It is agreed by all parties hereby agree that this is a non-refundable deposit.

The following items will be provided by tenants:

1. Four consecutive pay stubs
2. Copy of drivers licenses
3. Copy of Social Security Card

Landlord will conduct verification of documentation and confirm acceptance with tenants within _____ hours, and permission is hereby granted to the landlord to conduct a credit check, if deemed warranted. It is hereby acknowledged and agreed that the premises is rented "as is", and further that upon agreeing to this Pre-lease, the landlord will cease showing the apartment to other prospective renters

[Signature] Date 12-4-18

Tenant

[Signature] Date _____

Tenant

[Signature]

Debi Kennedy

EXHIBIT B



Printed from Chase Personal Online

Check

Front

NORMIL ROMELUS [REDACTED]	1-2 210 26753	166
	DATE <u>12-4-18</u>	
PAY TO THE ORDER OF <u>DEBI KENNEDY</u>		\$ <u>1,500</u>
<u>ONE THOUSAND FIVE HUNDRED</u>		DOLLARS
CHASE JPMorgan Chase Bank, N.A. www.Chase.com		
MEMO <u>SECURITY DEPOSIT</u>		[REDACTED]

Back

[REDACTED]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
OR FINANCIAL INSTITUTION USE *

Post date

Check #

Check amount



Printed from Chase Personal Online

Check

Front

NORMIL ROMELUS [Redacted]	1-2 210 26753	167
	DATE <u>12-10-18</u>	
PAY TO THE ORDER OF <u>DEBBI KENNEDY</u>		\$ <u>1,500.00</u>
<u>FIVE THOUSAND FIVE HUNDRED</u>		DOLLARS
CHASE JPMorgan Chase Bank, N.A. www.Chase.com <u>23 OAK DRIVE</u>		
MEMO <u>DEPOSIT</u>		
[Redacted]		

Back

DO NOT WRITE IN THIS AREA

STAMP OR SIGN BELOW THIS LINE

FOR FINANCIAL INSTITUTION USE

Post date

Check #

Check amount

EXHIBIT C

Transcript of proceedings in *Romelus v Kennedy* held
April 17, 2019 (9:54:33 AM to 10:17:19 AM)
Before Hon. William P. Wootton,
Catskill Village Court, Greene County

(Romelus v Kennedy)

April 17, 2019 (9:54:33 AM to 10:17:19 AM)

1
2 Judge Wootton: --Claims proceedings. Ms. Romelus?
3 Ms. Romelus: Mm-hmm.
4 Judge Wootton: Ms. Kennedy?
5 Ms. Kennedy: Yes.
6 Judge Wootton: Okay. The plaintiffs are requesting a judgment in
7 the amount of \$3,000 plus \$20 court costs for the
8 refund of a security deposit. The plaintiffs will
9 present their case, along with any evidence and
10 witnesses, and when they are done, the defendant
11 may cross-examine. Then the defendant may present
12 their case along with any evidence and witnesses,
13 and when they are done, the plaintiff may cross-
14 examine. I may from time to time interrupt to just
15 clarify something, but otherwise, it's your court. Ms.
16 Romelus?
17 Ms. Romelus: My husband and I are looking at-- looking for an
18 apartment because our landlord was selling the
19 property we were living in and we felt-- my husband
20 had found the apartment that she was listing
21 originally to see (unintelligible) for (unintelligible)
22 dollars, but she said that-- Ms. Kennedy said that
23 she had a two-bedroom apartment, so we looked into
24 that. She told us it wasn't ready but it would be
25 ready by December 15th. So, we looked at it, I liked

(Romelus v Kennedy)

1 it. She told us it was \$1,500 for a security deposit
2 and \$1,500 for first month's rent. We gave her a
3 check from-- for \$1,500 and we were-- that was on
4 the-- On the 4th, we were supposed to meet a second
5 time to give the rest of the money--
6 Mr. Kennedy: --(Unintelligible) did not (unintelligible)--
7 Ms. Kennedy: --and to give the keys.
8 Ms. Romelus: Fifteenth comes, I go down there-- go up there really
9 to give money. She was asking for more money,
10 things weren't fixed. My husband was really upset.
11 We were going to come back another time to get the
12 keys and it just was--
13 Judge Wootton: --Did you give her the \$3,000?
14 Ms. Romelus: We did.
15 Judge Wootton: Okay.
16 Ms. Romelus: We gave her two checks.
17 Judge Wootton: Okay.
18 Ms. Romelus: I have a copy of the two checks and part of the bank
19 statement that says which ones came out. When we
20 went up there a second time, my husband was upset
21 about the condition of the apartment. There were
22 things that weren't ready for us and what--
23 Judge Wootton: --One second. You want a copy of these? Can you
24 make a copy, please?
25 Court Clerk: Mm-hmm.

(Romelus v Kennedy)

1 Ms. Romelus: We went to find another place and we wanted our
2 money back and she was saying that the deposit that
3 we gave her wasn't a security deposit and it was non-
4 refundable and we couldn't get our money back, but
5 (unintelligible) non-refundable deposit, so we-- and
6 all the while, our landlord was harassing us because
7 we needed to get out (unintelligible). I have a letter
8 from my landlord at the time saying, you know,
9 "You guys have to find another place, you really got
10 to get out of there," whatever, so, we were being
11 harassed by the landlord and we didn't really want
12 to, you know, keep giving them money if we weren't
13 going to get the apartment, but at the same time, we
14 didn't have anything else coming up so we just
15 went-- went ahead with it. But it was just becoming
16 a really bad situation, so we never arranged to come
17 up there to just, you know, give the money so that we
18 could have a place to live. And when I went up
19 there, I had-- I had-- My husband had ordered some
20 furniture and I had to keep putting back the date for
21 the delivery because we weren't sure if we were
22 going to be at the address and when we had made the
23 arrangements to go up there and to give the money,
24 the-- the furniture was delivered, since he got there
25 before I did, and I was standing out there waiting and

(Romelus v Kennedy)

1 waiting and nobody was there and then I found a
2 note on the door that said that they were there but
3 they-- but they didn't have any contact information
4 for me. We were texting the night before. I have
5 some text messages and (unintelligible)--
6 Judge Wootton: --Between?
7 Ms. Romelus: Between myself and Debi.
8 Judge Wootton: Okay.
9 Ms. Romelus: (Unintelligible) read them.
10 Court Clerk: It's going to take me a second.
11 Judge Wootton: Okay. Do you have any other--
12 Ms. Romelus: --Just the letter from my-- from the landlord that I
13 had at that time.
14 Judge Wootton: That doesn't enter in-- into it.
15 Ms. Romelus: And just pictures of the furniture and some things
16 outside my house.
17 Judge Wootton: That doesn't. Okay. You're done? Okay.
18 Mr. Kennedy: Your Honor, I had a quick question for Mrs.
19 Romelus. Did you sign anything when you paid the
20 checks, Mrs. Romelus?
21 Ms. Romelus: We signed--
22 Court Clerk: --That's for them, this is for us--
23 Ms. Romelus: --a pre-lease agreement.
24 Mr. Kennedy: Okay. You can (unintelligible).
25 Ms. Kennedy: (Unintelligible).

(Romelus v Kennedy)

1 Mr. Kennedy: Yeah, (unintelligible).
2 Court Clerk: Here you are.
3 Mr. Kennedy: Mrs. Romelus, do you recognize this to be the pre-
4 lease that you signed?
5 Ms. Romelus: Yes.
6 Mr. Kennedy: Okay. Your Honor, I'd like to point out-- Give this
7 to the court. It's a pre-lease agreement that we had
8 prior to signing the lease.
9 Judge Wootton: (Unintelligible).
10 Mr. Kennedy: (Unintelligible) a copy. Now, Mrs. Romelus, you
11 said (unintelligible) during your testimony that this is
12 a deposit. Do you notice on the pre-lease agreement
13 that you signed, that security deposit, you notice that
14 the-- about six lines down, it says that it's a non-
15 refundable deposit in the amount of \$1,500 and
16 \$1,500, and it's given on the 4th and the 11th of
17 December, and which constitutes a non-refundable
18 deposit and it is not security. You signed that,
19 correct?
20 Ms. Romelus: I signed it.
21 Mr. Kennedy: Okay. All right. My wife will explain that when she
22 testifies, Your Honor. Your Honor, I'm going to
23 testify briefly and then I'm going to-- I'm
24 questioning Mrs. Romelus at this time. I'm going to
25 testify briefly and try to (unintelligible) my wife just

(Romelus v Kennedy)

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(unintelligible) cross. I'll start my testimony by state-- by addressing Mrs. Romelus's allegations. The couple chose to rent their house on the first date, noting they were very pleased with the conditions. With-- new hardwood floors throughout, new kitchen tiles, new mini blinds above the windows and every room was professionally painted. They were given a tour, discussed things, and the discussion ensued and they agreed to rent the house. The (unintelligible) was scheduled, the payment was discussed, and the couple made a deposit and were told that their deposit was non-refundable and immediately seek-- that they we would immediately cease (unintelligible) property, cancel future showings, even for later that day due to the fact that we have now contracted with them to rent. Several days later, the couple showed again to make another payment. When my wife was dealing with Mr.-- Mrs. Romelus, Mr. Romelus walked around the apartment with a more critical eye. He then approached my wife and he said he wanted to-- he wanted the (unintelligible) fully moved in. He wanted closet doors on a closed-- on a closet in the hallway and he wanted new carpeting in rooms over the floors-- on the wood floors. When he attempted

1 to inform Mr. Romelus-- When she attempted to
2 inform Mr. Romelus that the new floors were not
3 being carpeted (unintelligible) it's your
4 responsibility, and the closet door has never had a
5 door on it and we're not putting one on now, he
6 became extremely hostile and aggressive towards my
7 wife, forcibly demanded that we comply with his
8 requirements. He was so hostile that my wife kept
9 backing up from them, and she leaned out the door
10 and called to me in the yard to come in here right
11 away. She pulled me aside and said, "I'm afraid to
12 be alone with him." I will let-- I will defer for a
13 moment and I'll let her tell you what happened at
14 that time. We were just on-- between
15 (unintelligible)--
16 Ms. Kennedy: --And (unintelligible)?
17 Mr. Kennedy: Yeah. What happened to you later.
18 Ms. Kennedy: Oh, actually, he got very hostile. He was aggressive.
19 We had (unintelligible) because he was demanding
20 that, you know, since he rented it, he was entitled to
21 certain things. He didn't like wood floors. He
22 preferred carpeting, which puts holes-- I explained
23 to him, it puts holes in the floor when you put
24 carpeting in. He's more than welcome to put an area
25 rug up with a backer behind it to make sure you

1 don't damage the floor, but I was not putting
2 carpeting on the-- you know, wood floors. That's
3 when he came in. He did back down when Raymond
4 came in, but at that time, he was very, very
5 aggressive. But then things sort of calmed down
6 after that point. But we had other (unintelligible)
7 that not too many (unintelligible)--
8 Mr. Kennedy: --(Unintelligible)--
9 Judge Wootton: --Okay. Yeah, I was going to say, that really doesn't
10 enter into it. We're talking financial here.
11 Mr. Kennedy: Right. Okay.
12 Judge Wootton: Thanks.
13 Mr. Kennedy: Upon my entrance, Mr. Romelus continued his out of
14 control behavior and I was forced to order him out of
15 the house, Your Honor. While the confrontation was
16 ongoing, Mrs. Romelus, who had been very
17 cooperative and attempted to defuse the situation, he
18 pulled my wife aside and said, "I'm very sorry. My
19 husband has issues with wives-- with women in
20 authority and especially in a position of authority like
21 you." At this time, my wife and I were so concerned
22 that it would turn physical, we wanted him out that
23 we ended up calling 911 and had the police eject him
24 from the (unintelligible) the property. They did
25 show, in the meantime we had gotten the couple to

(Romelus v Kennedy)

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leave the house, however, he remained on the property, yelling at us and acting in a threatening manner and walking up and down the 300-foot driveway. When the police showed, the officer removed him. They then called several times and spoke to Mrs.-- spoke to my wife and Mrs. Romelus continued to apologize for her husband's behavior but said that "we had to get out of our current apartment." What-- the current landlord also called several times and said, "We have to have them out," but he wouldn't elaborate on why. My wife will explain what transpired in the next visit to the house, Your Honor, when the couple attempted to change the dates of the rental agreement, did not bring the remainder of the payments, which is the first month's rent that's required, and they brought furniture to put in the house. Mr. Romelus stated that, quote, "Too much-- Two month's deposits is too much, you'll have to take the first month's rent out of the deposit. I'm not giving you any more money." In addition, they showed up in the house four hours after we left and I refused to let my wife go back there to be with them alone. At this point, we refused to deal with them and terminated the agreement with them. Subsequently, Your Honor, I'll state that to the court

1 that it's no secret I'm a judge in another locality, and
2 prior to that, I was a state trooper for 30 years. My
3 entire career, I can think of very few individuals with
4 violent tendencies and aggressive behavior of Mr.--
5 Mr. Romelus. This was further confirmed by a series
6 of hysterical and obscene calls that the Romeluses
7 made to our-- to our house after this incident.
8 Several weeks later, he showed up at the house, left a
9 note on the other tenant's door that said, "You better
10 be out tonight because I'm going to set the house on
11 fire because the landlord owes me \$3,000." When
12 that didn't work, Your Honor, he showed up at my
13 court and he threatened my court clerk, who's a female,
14 another person in authority. She called for assistance
15 from my other judge, who's a female. He was rude
16 and aggressive and hostile to them in my court when
17 they tried telling him to go down to the Village of
18 Catskill, at which point she had to call the
19 department of transportation people to come into the
20 court and protect her because the way that he was
21 acting, and they waited for the police to come, who
22 escorted him out of my court.

23 Judge Wootton: Okay. That's hearsay, I can't...

24 Ms. Kennedy: All right. Can I-- So, I'll start from the beginning.

25 Judge Wootton: Ah--

(Romelus v Kennedy)

1 Ms. Kennedy: --I'll--
2 Judge Wootton: --I don't know that there's any need to. I mean, if
3 we're going to start from the beginning and rehash
4 everything we just said--
5 Ms. Kennedy: --No, I was-- No, it's nothing to do with that--
6 Judge Wootton: --Okay--
7 Ms. Kennedy: --this is the sequence of the events.
8 Judge Wootton: Okay. All I want to know is about collecting the
9 money and signing the--
10 Ms. Kennedy: --That's what I'm going to do.
11 Judge Wootton: Okay.
12 Ms. Kennedy: Okay. I had an advertisement for a house for rent.
13 It's a single-family house, three-bedroom, two-bath.
14 The Romeluses made an appointment, they came to
15 see it. At that time, they really liked the house, but
16 he explained to me that they are looking to buy their
17 own house, could I come down on the price? I said
18 absolutely not, the price is at it is, but you only have
19 two children and they're both boys of the same age--
20 similar age-- but I had two-bedroom that hadn't
21 gone in the paper yet, but they were more than
22 welcome to look at it. So, it was less money.
23 Instead of \$1,850, it was down to \$1,550, which was
24 a good savings for them. So, they-- It's just across
25 the street. So, they went over, they looked at it, they

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really liked it. They said they would take it, but they had to expedite it because their house had been sold and they had a deadline. I said, "That's fine. I can have it ready. There's no problem." That took place on December 4th. At that time, they said they definitely wanted it and they didn't have the full deposit of \$3,000 because they hadn't anticipated going this quickly, but could they leave the check for \$1,500 and they would come back with the balance. And I said that's fine. So, with that, I showed them the pre-lease agreement. I said, "This is a pre-lease agreement. The sole purpose is to explain to you that this is a non-refundable deposit. If you change your mind, you don't get your money back." This is a-- This is a deposit. The first check that she wrote, if you'll look at it, in the memo she wrote, "Security deposit." I handed it back to her and said, "This is not a security deposit. Remove the security deposit on that." She crossed it out. The second time we met was on the 11th. That's when I was collecting the second half of my deposit. If you'll notice the second check says, "Deposit." It does not say "security deposit." I reminded her, "Do not put security deposit, this is not a security deposit. This is a deposit." With that, I had them sign that paper, so

1 they fully understand this is a non-refundable
2 deposit, this-- you don't get it back. She signed it.
3 Then they came back on the 15th, they were supposed
4 to be signing the lease, getting the keys, and paying
5 the first month's rent. Mr. Romelus did not show up.
6 She did with the children, they looked at the house.
7 We went through the lease, she looked it over, she
8 was signing it, and before I signed it, I said to her, "I
9 need the first month's rent to get the keys." She
10 goes, "Well, he didn't give it to me." I said, "I can't
11 give you the keys if you're not paying the first
12 month's rent." So she goes, "Well, let me call him."
13 So, she called him, she put him on speaker phone.
14 With that, he said, "No. I'm-- I don't have a pay-
15 back. I don't want you holding that much money of
16 mine. I decided I'm only going to pay \$1,500 and
17 then you can take the first month's rent out of it." I
18 said, "That's not how it goes." We signed the pre-
19 lease explaining it's non-refundable. It even says in
20 there by the 15th you have to pay me \$1,500 for first
21 month's rent. He goes, "Well, I don't like the rules
22 and now I want to change them." I said, "Well, it
23 doesn't work that way." So, with that, is when she
24 had said to me, "He's really having issues with you
25 being a female landlady, you know, the whole"-- So,

(Romelus v Kennedy)

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with that, she said, "I'll talk to-- I'll get back to you." She was very pleasant. So, with that, she did check with him, she called me back and they said, "Okay. We'll get you on the 17th and can you make the lease for the 20th instead?" I said, "No, we're not giving you keys on the 17th and making the lease for the 20th. It doesn't work that way." I said, "Your lease is for the 15th." So, with that, we were supposed to meet on the 17th. Mrs. Romelus did not show up, only he did. When he showed up, he got-- That's when he got very aggressive and he said, "No," and with that, he started bringing the boxes to bring into the house. And I said, "You can't bring anything in the house. You don't-- You haven't paid the first month's rent yet. You have to pay \$1,500 for the first month's rent." He said, "But I have a delivery coming." Was it-- "That's not my problem. My problem is that you had a paper from me saying that I'm renting this to you and in there it also says that you have to pay me \$1,500 for the first month's rent." That's when it got out of hand, that's when the police were called. Later on they called me and said, "Okay. We've changed our minds and we agree, we really do owe you"-- I don't have the date on that one-- "we really do owe you \$1,500. We'll

1 pay you at another point in time. We'll give you a
2 che-- A post-dated--" I said, "No. No. It's cash to
3 go in." And then when I got the hostile
4 information-- but they had subsequently when I
5 wasn't there, moved their furniture. It was on my
6 property. It was in my shed. So, now, I can't even
7 re-rent it because they're now occupying part of the
8 space. I am stuck. I cannot re-rent it. So, I said,
9 "It's non-refundable, you don't get it back," on top
10 of which, they had their furniture in part of the space.
11 Judge Wootton: Okay.
12 Ms. Romelus: It didn't exactly go that way. What Mr. Kennedy
13 was saying before that we were-- He was only
14 present when we went to see the first apartment, he
15 wasn't there and he stopped by. I was there for any--
16 anything else. Every-- Most of my dealings was
17 with Ms. Kennedy. As far as the pre-rental
18 agreement, we both signed it. We were in desperate
19 need to get a place. But it was very-- The way it
20 was worded-- The way she was explaining it was
21 confusing, but what with we were being told, it was
22 that we had to pay the deposit and then the first
23 month's rent. So, that's where all of this came from
24 and even then, my husband can be a bit assertive,
25 especially with females, but he's not going to--

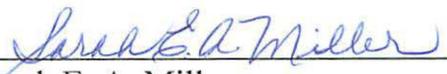
1 physically done anything. He's just-- He has a
2 temper problem. So, I had been-- I was trying to
3 kind of defuse all of the aggression because we
4 needed to get out of where we were at, so we did say,
5 "Okay, we're going to go-- We're going to come up
6 and just pay the \$1,500, so we can get out of where
7 we're at." I don't know anything about a post-dated
8 check when she said that. I never communicated
9 that--
10 Ms. Kennedy: --That wasn't the-- That was her husband.
11 Ms. Romelus: So--
12 Ms. Kennedy: --And she wasn't there the 17th either.
13 Mr. Kennedy: (Unintelligible).
14 Judge Wootton: All righty. I'm going to reserve decision and you'll
15 have my decision within 30 days.
16 Mr. Kennedy: Thank you, Your Honor.
17 Judge Wootton: Okay. And, let's see, just to make sure. You have
18 their mailing addresses?
19 Court Clerk: Yeah. Let's just double-check. What is your current
20 mailing address?
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CERTIFICATION

I, SARAH E. A. MILLER, Secretary II of the State Commission on Judicial Conduct, do hereby certify that the foregoing is a true and accurate transcript of the audio recording described herein to the best of my knowledge and belief.

Dated: November 6, 2019



Sarah E. A. Miller

Jacynta Romelus Claimant(s),

-against-

COPY

DECISION AND JUDGMENT

Docket: 19020009

Debi Kennedy Defendant(s),

Uniform Justice Code Act 1804 sets forth the procedure to be followed when conducting a Small Claims Trial. The court is required "to so substantiate justice between the parties according to the rules of substantive law...". After hearing all the testimony and evidence presented herein, the Court makes the following findings of fact and determinations of law:

"The Pre-Lease agreement is not legal. Therefore, I am awarding judgment to Ms. Jacynta Romelus in the amount of \$3,000.00."

The Court finds for CLAIMANT: that the defendant is liable to the claimant for \$3,000.00. Therefore, the judgment shall enter in favor of the claimant and against the defendant(s) in that sum, together with costs in the amount of \$3,000.00. For a total judgment of \$3,000.00

CLAIM DISMISSED: In the instant action, the claimant brought a claim for the court to decide, so the claimant bore the burden of proving the case. Despite the claimant's diligent efforts, claimant failed to produce enough evidence to meet this burden. Therefore, the court must dismiss claimant's claim.

The Court finds for the DEFENDANT: that the claimant is liable to the defendant. Accordingly, the claimant's claims is dismissed and judgment shall enter in favor of the defendant and against the claimant for \$. Together with disbursements in the amount of \$ and interest in the amount of \$ for a total judgment of \$.

Signed this ^{22nd} ~~22nd~~ day of May, 2019 at Catskill, NY

William P. Wootton

Hon. William P. Wootton
Village of Catskill Justice