

**STATE OF NEW YORK
SUPREME COURT : COUNTY OF ONONDAGA**

**PEOPLE OF THE STATE OF NEW YORK by
Letitta James, Attorney General of the State of
New York,**

Petitioner,

v.

**GREENLAND PROPERTY SERVICES, LLC
(also d/b/a Green National); GREEN REAL
ESTATE HOLDINGS, LLC; GREEN CHESTNUT,
LLC; GREEN JAMES, LLC; GREEN SKYLINE
APARTMENTS, LLC; GREEN VINCENT, LLC,
GREEN HISTORICAL PARK APARTMENTS,
LLC; and GREEN HP APARTMENTS, LLC,**

Respondents.

DECISION & ORDER

Index No.: 008669/2022

HON. GREGORY R. GILBERT JSC

Appearances: Letitta James
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This petition by the New York State Attorney General (“AG”) seeks to enforce an Assurance of Discontinuance (“Assurance”) with Respondents (collectively “Greenland”). The Assurance required Greenland to timely comply with code requirements, cure violations, hire a monitor to report to the AG, and cease persistent fraudulent, illegal acts and deceptive practices and false advertising. The papers in opposition show that Greenland has not fully complied with the Assurance and related documents. Greenland argues that it should not be held accountable under the terms of the Assurance. The Court has fully reviewed and considered Greenland’s position.

One major compliance issue is non-functioning elevators at the James Street apartment building (“James”). This is a large seven story apartment building, and the need of functional elevators is patently obvious to anyone with a modicum of common sense. The elevators have not been functional since October 18, 2021. Greenland stopped attempting James elevator repairs in November, 2021. A James elevator replacement contract was not executed by Greenland until April 15, 2022 and the work is not expected to be complete until sometime in March, 2023. Greenland’s position on the matter is essentially that they are trying their best to fix the elevators. The problem with such an argument is that the Assurance does not give points for a “try” but requires Greenland’s actual compliance with a functioning elevator at James. The Assurance does not defer compliance on the James elevator to March, 2023.

The fact that Greenland signed a contract on April 15, 2022 means nothing to the current residents of James. One purpose of the Assurance was to see that the tenants at James had an elevator that was timely repaired and functioning. Greenland's argument that it should be permitted to delay compliance as to the James elevators from February 21, 2022 until March, 2023 has no merit. Moreover, there is no assurance that the James elevator replacement would even be completed by the projected March, 2023 date. Greenland's argument begs the question of what happens when the contractor quits the job or Greenland claims that there are problems requiring further delay. The Greenland argument has the potential that compliance never comes to fruition and the James tenants never get a working elevator in their respective lifetimes. This is an unacceptable result to even a casual observer.

Greenland was also required to hire a monitor to oversee and report to the AG on Assurance compliance issues. The AG has routinely approved Greenland's monitor candidates, even one with close ties to Greenland's principals. To date Greenland still does not have a monitor in place. The excuse offered by Greenland is that its candidates keep withdrawing. Again, the Assurance does not give points for a "try" but requires Greenland to hire a monitor. The Assurance makes plain that Greenland cannot be trusted to self-report its compliance. The monitor to report to the AG remains a crucial element of the Assurance and Greenland's continuing failure to hire a monitor is not an option.

Greenland otherwise presents a "good faith" argument of compliance with parts of the Assurance (and without a monitor this is suspect) and an offer of excuse for non-compliance on each of the points raised by the AG. The current data shows numerous still pending and overdue violations that have not been remedied including six premises still deemed unfit for occupancy. Even assuming compliance with parts of the Assurance multiple issues of compliance still remain

Greenland's asserted performance under the Assurance claimed as a defense to the GBL §349 and 350 claims has no merit on this record. Greenland's arguments as to Executive Law §63(12) are likewise without merit. Greenland has shown no triable issue of fact that prevents summary determination based on the pleadings for those reasons set forth by the AG.

Accordingly, it is

ORDERED, ADJUDGED and DECREED, that Respondents, Greenland Property Services, LLC (also d/b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC, Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, are **PERMANENTLY ENJOINED** from committing future violations of Executive Law § 63(12), GBL Article 22-A, Real Property Law § 235-b, and state and local codes requirements, including but not limited to Syracuse Property Conservation Code (SPCC), Property Management Code of NYS ("PMCNYS"), International Property Management Code ("IPMC"), International Fire Code ("IFC), and Fire Code of New York State ("FCNYS"), and from engaging in the fraudulent, deceptive, and illegal practices alleged in the Verified Petition; and it is

ORDERED, ADJUDGED and DECREED, that Respondents, Greenland Property Services, LLC (also d/b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC, Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, are hereby **DIRECTED** to comply with all obligations in the Assurance of Discontinuance dated February 21, 2022 ("Assurance") including, but not limited to: (a) correcting all code violations issued by the City of Syracuse, Division of Code Enforcement, by their compliance due dates; (b) retaining a monitor who shall (i) produce monthly reports to the New York State Attorney General's Office ("AG") identifying specific code violations that were uncorrected by their compliance due dates, (ii) submit monthly reports as set forth in the Assurance, including past reports due for April through September 2022, and (iii) determine the penalty amount to be paid to the AG pursuant to the Assurance, and (c) providing Affirmations of Compliance to the AG on a monthly basis; and it is

ORDERED, ADJUDGED and DECREED, that Respondents, Greenland Property Services, LLC (also d/b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC, Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, are **DIRECTED** to pay a civil penalty in the sum of \$5,000 to the State of New York for each violation of GBL §§ 349 and 350 pursuant to GBL § 350-d; and it is

ORDERED, ADJUDGED and DECREED, that Respondents, Greenland Property Services, LLC (also d/b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC, Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, are **DIRECTED** to pay \$100.00 per day for each and every default in the performance of any obligation occurring after the Effective date of the Assurance; and it is

ORDERED, ADJUDGED and DECREED, that Petitioner, Letitia James, Attorney General of the State of New York, is awarded statutory costs against Respondents, Greenland Property Services, LLC (also d/b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC, Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, in the amount of \$2,000 pursuant to the New York Civil Practice Law and Rules § 8303 (a)(6).

IT IS SO ORDERED.

ENTER

**Dated: December 13, 2022
Oswego, New York**


**HON. GREGORY R. GILBERT
SUPREME COURT JUSTICE**