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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Check New York's required form and notice period before sending.
- The three [VERIFY] items in the "Required form and notice" section must be resolved before sending. The lease does not state a cure period, and Section 22 refers to a period "stated in the notice and allowed by law," so the cure period is left as [ADD: cure period].
- Each file is one page, so all citations read "p.1." Lease section page numbers (for example, Section 9 on lease page 3) are the lease's own pagination and are given in the text. Only an excerpt of the lease was provided. Exhibit B (Building Rules) was not included.
- The listing shows the host as "Marc and Renee" and does not name the tenants. The link to Apartment 6C rests on photo 6 (door marked 6C) and the manager's note. Photo 3 matches several apartments on floors 5 through 7, so it is not conclusive alone. Please confirm the draft's wording is acceptable.
- The cost invoices do not say who caused each item. The 5C leak is traced to the 6C bathroom, but the carpet invoice does not mention 6C, and the lockbox invoice does not say who installed it. The causation language under lease Section 23 needs attorney review.
- The invoice total of $1,715.00 is as read from the bills. I added the three invoices and the sum matches, but please re-check it against the originals.
- The demand amount and response deadline are placeholders. Please confirm the demand against the invoice table.
- The sources do not give the letter date, firm address, ZIP code for the Premises, or delivery method. Lease Section 30 says notices are delivered to the Premises. The letter date should be after October 15, 2026, the last date in the records.
- Please confirm with the client that no consent or sublease request was ever received. The only source is the building manager's note [listing_and_reviews.pdf p.1].
- Please confirm with the client whether the listing is still active. The most recent capture is October 6, 2026.

Corrigan Feld & Weiss LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Marcus Delgado and Renee Delgado
1420 Larkspur Avenue, Apartment 6C
Halston, New York [ADD: ZIP]

Re: Notice of Lease Violation, Unauthorized Short-Term Rental and Occupancy, 1420 Larkspur Avenue, Apartment 6C, Halston, New York. Lease dated March 14, 2025. Landlord: Brightwater Holdings LLC

Dear Mr. Delgado and Ms. Delgado:

Introduction

We represent Brightwater Holdings LLC ("Landlord"), the owner of 1420 Larkspur Avenue, Apartment 6C, Halston, New York (the "Premises"). You lease the Premises from Landlord under a Residential Lease Agreement dated March 14, 2025, for a term of April 1, 2025 to March 31, 2027 [lease_excerpt.pdf p.1]. This letter is a notice of lease violation. It describes the violations, states what Landlord requires you to do to cure them, and identifies the costs Landlord has documented.

The lease

The lease contains the following provisions, among others [lease_excerpt.pdf p.1]:

- Section 9, Use and Occupancy (lease p.3): the Premises "shall be used only as a private residence for Tenants and the following occupants: none. No other person may reside in the Premises without Landlord's prior written consent."
- Section 10, Assignment and Subletting (lease p.3): Tenants "shall not assign this Lease or sublet all or any part of the Premises without Landlord's prior written consent." A request to sublet must be in writing and include the proposed subtenant's name and the proposed term.
- Section 11, Short-Term Rentals (lease p.3): Tenants "shall not list, advertise, or rent the Premises or any part of it to transient guests, whether for payment or otherwise, through any online platform or other means."
- Section 18, Building Rules (lease p.5): Tenants must comply with the Building Rules in Exhibit B, "including the rule that all visitors register with the front desk."
- Section 22, Default and Cure (lease p.6): if Tenants breach any term, Landlord may give written notice of the breach, and if Tenants do not cure within the cure period stated in the notice and allowed by law, Landlord may pursue any remedy available under the lease or by law.
- Section 23, Costs (lease p.6): Tenants "shall reimburse Landlord for any cleaning, repair, or replacement cost caused by Tenants or their guests."
- Section 30, Notices (lease p.8): notices to Tenants are delivered to the Premises.

The violation

Landlord's records show that the Premises has been offered to, and used by, short-term paying guests. The records include the following:

- On September 22, 2026, building manager Deirdre Oyelaran captured a listing on the StayNest platform titled "Sunny 1BR on Larkspur, steps to the river park," with the host shown as "Marc and Renee" and the location shown as Larkspur Avenue, Halston. The listing showed a price of $189 per night plus a $75 cleaning fee, and a calendar booked for most dates from September 2026 through November 2026 [listing_and_reviews.pdf p.1].
- Photo 6 in the listing shows a hallway door marked 6C. Photo 3 shows a bay window and a view of the water tower on Cobalt Street. According to the building manager, that view matches only the A and C line apartments on floors 5 through 7 [listing_and_reviews.pdf p.1].
- The listing states: "Check-in by lockbox. Please tell the front desk you are visiting a friend." [listing_and_reviews.pdf p.1]
- Guest reviews on the listing include an August 2026 review stating "Great view from the 6th floor, doorman was friendly," an August 2026 review stating "Easy lockbox at the side gate," a September 2026 review stating "Loud building but nice place. Hosts responded fast," and a September 2026 review stating "Second stay here this summer." [listing_and_reviews.pdf p.1]
- The listing was captured again on October 6, 2026. It was still active, with the calendar still showing bookings through November 2026 [listing_and_reviews.pdf p.1].
- The front desk visitor log records the following [building_logs_and_complaints.pdf p.1]:
- August 8, 2026: two adults with luggage asked for 6C and said they were "staying at the apartment," without giving a resident name.
- August 21, 2026: a group of four with luggage gave unit 6C, and Marcus Delgado was not present.
- September 5, 2026: an adult with a rolling suitcase used the side gate lockbox, and desk staff saw a key taken from the lockbox and used for 6C.
- September 19, 2026: two adults gave unit 6C and said they booked online.
- A resident of Apartment 6D wrote to management on September 7, 2026, reporting a loud party in 6C until 2 AM, "people I have never seen," and suitcases in the hall every weekend [building_logs_and_complaints.pdf p.1].
- A resident of Apartment 5C complained in writing on September 20, 2026, that water came through the ceiling from a 6C bathroom overflow. The complaint states that the person who answered the door in 6C "said they were a guest checking out." [building_logs_and_complaints.pdf p.1]
- Landlord's records show no request for consent to sublet or to add any occupant [listing_and_reviews.pdf p.1].

- On September 24, 2026, Ms. Oyelaran sent you a letter, delivered to the Premises, stating that Landlord's records indicated the apartment was being offered to short-term guests and asking you to contact management. No response had been received as of October 15, 2026 [building_logs_and_complaints.pdf p.1].

Based on these records, Landlord's position is that the Premises has been listed, advertised and rented to transient guests for payment in violation of Section 11, and that persons other than the Tenants have been allowed to occupy the Premises without Landlord's prior written consent in violation of Sections 9 and 10 [lease_excerpt.pdf p.1].

Cure

To cure these violations, Landlord requires that you do the following within [ADD: cure period], and in any event by [ADD: response deadline]:

- Remove the StayNest listing, and any other listing or advertisement of the Premises on any online platform or by any other means.
- Stop renting or offering the Premises, or any part of it, to transient guests, and cancel or decline all existing and future bookings.
- Make sure no person other than the Tenants occupies or stays in the Premises without Landlord's prior written consent, which must be requested in writing as Section 10 requires.
- Confirm in writing to this office that each of the steps above has been completed.
- Reimburse Landlord for the documented costs below, which Landlord attributes to the activity described above under Section 23 of the lease [lease_excerpt.pdf p.1].

Item	Date	Amount	Source
Invoice 2291, Halston Plumbing Works: repair of ceiling leak and overflow cleanup in Apartment 5C, traced to the 6C bathroom	September 21, 2026	$1,180.00	[building_logs_and_complaints.pdf p.1]
Invoice 0815, Brightline Cleaning: hallway carpet cleaning, 6th floor, after party debris	September 8, 2026	$295.00	[building_logs_and_complaints.pdf p.1]
Invoice 4410, Halston Lock and Key: removal of unauthorized lockbox from side gate and re-keying of gate	September 25, 2026	$240.00	[building_logs_and_complaints.pdf p.1]
Total (as read from the bills)		**$1,715.00**	[building_logs_and_complaints.pdf p.1]

Landlord demands payment of [ADD: demand amount] by [ADD: response deadline].

Remedies

If these violations are not cured, Landlord may pursue the remedies available to it under the lease and applicable law, including through the courts [lease_excerpt.pdf p.1]. Landlord reserves all of its rights and remedies, including the right to recover further costs caused by Tenants or their

guests under Section 23. Nothing in this letter waives any right of Landlord or any term of the lease.

Required form and notice

[VERIFY: New York required form, content, notice period and delivery method for a notice of lease violation. This draft is not a legally sufficient notice to cure or quit until checked]

[VERIFY: New York rule on subletting and landlord consent]

[VERIFY: local short-term rental rules]

Please direct all communications about this matter to the undersigned.

Sincerely,

Miriam T. Corrigan
Corrigan Feld & Weiss LLP