

December 22, 2017

Docket No. NHH-CV-17-5002411-S
Andrea Riskin & Irma Riskin V. Edgewood Village, Inc.

Answer to Counterclaim

To whom it May Concern,

I'm writing to answer the counterclaim filed by Edgewood Village, Inc. in response to my small claims suit for our unreturned security deposit, as well as for baseless legal fees charged so that I could remain in the apartment I rented with my mother at 784 Elm Street, 2nd floor, in New Haven.

We never "failed to pay rent." There was a temporary hold placed on my mother's Social Security check while a change in paperwork was taking place. I immediately notified the property manager, who told me it wasn't a problem and just to pay what I owed as soon as the issue was straightened out. He also suggested I call Attorney Margolis which I did. I spoke with him per his request, I sent him an email explaining the situation, as we discussed in our phone conversation. He never indicated there was a problem.

I was served a Notice to Quit a week later, after being a tenant for almost three years and always paying rent. When I received the Notice, I immediately got a cash advance for the full amount owed to the landlord plus late fees, which was two months rent. When I attempted to contact someone in order to give them the cash, my calls and messages were ignored for several days. When I finally reached Attorney Margolis, he told me that he was instructed by his client, Mr. Greer to ignore me, and that if it had been up to him, he would have acted differently. I told him that I had the full amount owed in cash and wanted to pay it. Attorney Margolis told me they would accept the cash only if I included \$600.00 in legal fees. To file a Notice to Quit! I refused, and attempted to negotiate that amount. The defendant refused to discuss the issue and moved forward with the eviction. He had accepted the rent money though, so I no longer owed him anything and was current with the rent, which I continued to be until moving out.

The only reason Attorney Margolis was required to appear in court so often was of his own making and design. I was made to return to court every three months, all the while having no choice to agree to pay \$275.00 a month in "legal fees" in addition to my rent. Attorney Margolis and his client were aware that I was "stuck" in that situation, as I was attempting to find a place to live that would accept the RAP certificate my mother had so that I could bring her back home to live with me. She had been temporarily in a facility, as she could no longer use the stairs to the apartment. No landlord where we wanted to live would accept the certificate, but I continued to look for eight months.

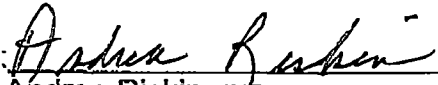
Attorney Margolis and Mr. Greer were essentially charging me extortion fees in order to stay in the apartment. Although they agreed to let me stay until I found another place, they would not withdraw the eviction and we were all required to be in court every three months, therefore the constant accrual of legal fees. Attorney Margolis and Mr. Greer have used this tactic often with other tenants. It's a shameless way to make money, and even more so because they prey on vulnerable people in desperate situations.

Upon moving out, I ensured the apartment was clean and had returned the keys. I was never presented with a bill, nor otherwise notified that I owed even more than the monthly extortion I had already paid. I never received my security deposit and as is allowable by law, I filed this suit in order to have the deposit returned as well as the small fortune in ridiculous legal fees. Upon receipt of notice of the lawsuit, Attorney Margolis sent my attorney negligible at best, "bill" for legal fees with just a total amount owed and no explanation. Had I not filed this suit, I would never have heard from them again. Not only did Attorney Margolis conveniently tally my security deposit into the amount I "owed" them, but he also tacked on another \$1000.00 for good meaSure.

This counterclaim is the first time any mention of hours or time spent by Attorney Margolis has been mentioned. There are no dates, times or any other legitimate claim to these fees. By law, I am entitled to my security deposit plus interest, as well as twice that amount for having to file this claim. The court should not allow Attorney Margolis and Mr. Greer to continue to behave in such an offensive and shady way, especially where elderly, disabled or otherwise vulnerable tenants are concerned. The monthly amount paid to Attorney Margolis was a severe hardship on our family, as both my mother and I are on fixed incomes with no other means of support. My mother is 89 years old, and that money could have been spent on her care and well-being.

In closing, I both deny each and every allegation of the Counterclaim as well as asserting a Special Defense that Edgewood Village Inc. cannot claim attorney's fees without a provision in the lease. Attorney Margolis also cannot charge for "anticipated fees." I'm asking the court to dismiss this counterclaim and to compel Edgewood Village to return to my mother and I the security deposit we are rightly owed, as well as the monthly legal fees I was charged by Attorney Margolis. The defendant and his attorney should not have the right to manipulate and prey on disadvantaged tenants, nor anyone else.

THE PLAINTIFFS,
ANDREA RISKIN & IRMA RISKIN

By: 
Andrea Riskin, *pro se*
180A Flanders Road
Mystic, CT 06355