

**New York State Senate
Standing Committee on Housing, Construction and Community Development**

Public Hearing

DEED THEFT, 250 Broadway, New York, NY 10007, on October 27, 2022, at 10:00 am.

Testimony of

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Good morning, Chairperson and members of the committee. Thank you for the opportunity to testify at this hearing on Deed Theft.

My name is Subhana A. Rahim. I graduated from Columbia Law School in 1995. I practice law in the State of New York. For the past 10 years, my practice has focused mostly on real estate. About seven years ago, in 2015, several clients approached me who lost their properties to deed theft.

I will share several stories that include the same culprit – Robert Thomas – because Mr. Thomas has been able to use our courts to sanitize his misdeeds.

THE FIRST IS THE GRAY PROPERTY

In 1997, Thomas entered into a valid 5-year lease with the Gray Family. The lease had no option to buy.

In 2008, Thomas filed a case in Supreme Court against Rita Gray to enforce a 20-year lease with an option to buy the Gray Property that included a provision that all rents that were paid would be used as the purchase price. Ms. Gray was quite shocked as she knew Thomas only had a 5-year lease with no option to buy.

In 2012, the Supreme Court dismissed Thomas's case. Thomas appealed; and the Appellate Division reversed the decision giving the property to Thomas. Thomas now owns the Gray Property. Thomas paid no money when he exercised the option. While it sounds incredible, it worked. Thomas has been successful in our courts.

Rita Gray has always maintained that her family entered a 5-year lease with no option to buy. Ms. Gray filed a motion in Supreme Court to reopen her case because she discovered similar cases of real estate fraud by Thomas against others. The supreme court denied the motion. Ms. Gray has appealed the decision and awaits oral argument.

THE CHOWDHURY PROPERTY

A similar case to Gray's is the Chowdhury Property on Bushwick Avenue.

In this case, Mr. Chowdhury bought the Bushwick property in 2002 and Mr. Thomas was an existing tenant. At the closing, the seller gave Mr. Chowdhury the lease he had with Mr. Thomas. The Lease was 5-years with no option to buy.

In 2001, at the end of 5 years, Mr. Chowdhury sought to evict Thomas. In landlord/tenant court, Thomas presented a lease with a 10-year term and an option to buy. In all, Thomas presented 10 different versions of his 1996 lease to the landlord/tenant court. Mr. Chowdhury was not able to evict him.

In 2015, Mr. Thomas filed a case in the Supreme Court to exercise the fabricated option to buy. One version of the many 1996 leases presented by Thomas included an "option to buy" Tax Lot 42, which did not exist until 2005.

Ultimately, Mr. Thomas lost his case in Supreme Court because he presented too many 1996 leases for the same option to buy, including an option to buy a 2005 Tax Lot that did not exist in 1996.

The next two Thomas cases include a notary public whose signature was forged on documents presented to our Courts by Mr. Thomas.

THE FANNES PROPERTY - 440 Senator Street, Brooklyn, NY

In the Faanes case, Thomas presented a contract of sale claiming that Mr. Faanes agreed to sell Thomas his property. The contract was notarized by a person named Zenaida Johnson.

THE TUCCI PROPERTY - 28-03 Astoria Boulevard, Queens, NY

In this case, Mr. Tucci signed a one-page lease. Thomas then added a second page that included an "option to buy" and was notarized by Zenaida Johnson.

In both cases, Ms. Johnson testified under oath that she did not notarize the document, that she lost her notary stamp; that the notary expiration date was incorrect. That never met Robert Thomas or Mr. Fannes;

Thomas lost both cases.

CONCLUSION

Ms. Gray must get her property back along with many others who lost against Robert Thomas in our court.

This is but a few of the many of the cases that I have heard. I have the documents to substantiate the facts stated in this summary and the other unheard cases. The supporting documents are voluminous and available to the committee upon request.

We must envision a world in which homeowners win because of a well-resourced and supported legal system not because a homeowner was fortunate enough to find a notary willing to testify that her signature was forged, or a Mr. Thomas gives himself an option to buy a property that does not exist.

Thank you for listening.