



Fortes v. Decorating & Painting LLC

Civil Court of the City of New York, New York County

May 21, 2026, Decided

Index # CV-004997-25/NY and CV-004998-25/NY

Reporter

2026 N.Y. Misc. LEXIS 7877 *; 2026 LX 385105

NAZIRA FORTES; MARIO CARIAS, Plaintiff(s) -
against- DECORATING & PAINTING LLC; PT
DECORATING AND PAINTING LLC AND TONY
DEDIVANI; ANGELINA DEDIVANI, Defendant(s)

Notice: THIS OPINION IS UNCORRECTED AND WILL
NOT BE PUBLISHED IN THE PRINTED OFFICIAL
REPORTS.

Subsequent History: Reported at [Fortes v. Decorating
& Painting Llc, 2026 NYLJ LEXIS 924, 2026 LX 371105
\(May 21, 2026\)](#)

Core Terms

license, contractor, deposit, paint, home improvement,
subcontractors, bathroom, decorate, renovate, emailed

Judges: [*1] Hon. Betty Lugo-Martinez, Judge of the
Civil Court.

Opinion by: Betty Lugo-Martinez

Opinion

Decision / Order

Plaintiffs Nazira Fortes and Mario Carias (collectively, "Plaintiffs") commenced this action against Defendant contractor Decorating & Painting LLC and a related action against Tony Dedivani, owner of Defendant, and his wife Angelina Dedivani (Index No. CV-004998-25/NY) on March 12, 2025 to recover a \$50,000 deposit made pursuant to a contract for home improvement renovations. The actions were joined for trial, which commenced on October 29, 2025 and concluded on March 3, 2026.

Relevant Testimony

At trial, Fortes testified that Plaintiffs purchased the apartment, located at 77 Park Avenue, New York, New York in March 2024. Plaintiffs interviewed five home improvement contractors and hired Defendants at the recommendation of the building's superintendent. On July 18, 2024, the parties signed a contract describing extensive renovations to the apartment's bathroom, kitchen, living room, and bedroom at a cost of \$140,800 plus tax. Plaintiffs were required to pay a \$50,000 deposit prior to the commencement of the work. Ms. Fortes testified that, per Ms. Dedivani's instructions, Plaintiffs transferred \$50,000 [*2] to Mr. Dedivani's personal bank account on July 22, 2024. The following day, Fortes emailed Mr. Dedivani and informed him that the official start date of the job could not be determined until the required licenses, permits, and insurance documents for Defendant and any subcontractors had been submitted and approved by both the Department of Buildings and ORSID, 77 Park Avenue's management company.

Between July 18, 2024 and August 17, 2024, Plaintiffs testified that Defendant, Tony Dedivani entered Plaintiffs' apartment and demolished the bathroom, including removing the bathtub, walls, floor and fixtures, despite receiving no authorization to do so. Photographs submitted in evidence taken by Mr. Carias on August 17, 2024 showed that the bathroom had been gutted, the bathtub, sink, and toilet had been removed and placed elsewhere in the apartment, the plumbing was disconnected, and the floors were scratched because no protection had been laid down. Plaintiffs were not living in the apartment at the time and they never provided Mr. Dedivani or any of his employees with a key. Plaintiffs also did not give the building superintendent permission to let anyone inside the apartment. Moreover, [*3] Defendant had yet to provide the required licenses and insurance to ORSID and therefore had not received approval to begin working. Ms. Fortes stated that Plaintiffs nevertheless tried to

salvage the relationship between the parties and intended to move forward with the rest of the work if Defendant procured the missing documents.

Ms. Fortes further testified that, on February 10, 2025, the parties met along with subcontractor FMB Electric Corp. ("FMB"), Plaintiffs' attorney, and the architect for the renovation project in an attempt to finalize the approval process. Defendant submitted a defective Certificate of insurance (COI) with incorrect apartment and coverage at the meeting but failed to provide any additional documents. She also testified that FMB electrical contractor had not yet been paid by Defendant as required by the contract and therefore requested at the meeting that Plaintiffs pay the outstanding \$4,500 fee directly. Plaintiffs obliged, but FMB later returned the money to Plaintiffs after learning that Defendant was still unlicensed.

After Defendant persisted in its failure to procure any required documentation, Plaintiffs emailed Mr. Dedivani on February 25, 2025 and [*4] stated that unless the necessary paperwork was submitted by February 28, 2025, Plaintiffs would consider Defendant in breach of their contract and take action to recoup their \$50,000 deposit. On February 28, 2025, Plaintiffs emailed Mr. Dedivani stating that they were terminating the agreement and requested that their deposit be returned via check. Ms. Fortes stated that Plaintiffs have hired a new home improvement contractor to complete the work.

Plaintiff also called Alba Shahini, a former ORSID employee. Ms. Shahini testified that the scope of her work at ORSID included leading the alterations team and collecting licenses, permits, and insurance for any apartment renovations. She recalled that Defendant was never approved to start working because several necessary documents were either never submitted to ORSID or contained errors. In an email dated February 26, 2025, Ms. Shahini wrote to Mr. Dedivani stating that the certificates of insurance ("COI") were missing umbrella coverage and workers' compensation. The email also listed additional documents that were outstanding, including all applicable permits and licenses for Defendant and any subcontractors; the parties' contract; a [*5] schedule of work; lead paint certificate; signed indemnity agreements from Defendant and all subcontractors; and a copy of the Tenant Protection Plan Notice. All were admitted in evidence as exhibits.

Mr. Dedivani, sole owner of Defendant, testified that he

has been a contractor for over forty (40) years. He first met Plaintiffs in May 2024 and prepared the parties' contract himself after meeting with them several times to discuss the scope of the project. After the contract was signed, Ms. Fortes gave him a key to the apartment and permission to enter. Mr. Dedivani provided text messages between Fortes and himself, dated August 14, 2024, in which he stated that he was at the apartment and Fortes replied that she would be there. The messages were admitted into evidence. Dedivani stated that he performed the demolition work to the bathroom as outlined in the contract with three employees. He also testified that he retained a licensed plumber and a licensed electrician as subcontractors but admitted that Defendant was unlicensed and the insurance form provided to ORSID contained incorrect information. Ms. Dedivani also testified.

Plaintiffs also called their architect who testified as to [*6] the plans for the apartment and estimated the bathroom demolition work done as valued between \$5,000 to \$7,500. Plaintiffs' attorney also testified.

Discussion

Pursuant to [Administrative Code § 20-387\(a\)](#), a contractor cannot "solicit, canvass, sell, perform or obtain a home improvement contract . . . from an owner without a license therefor." Obtaining such a license is "neither a ministerial act nor a mere technicality" ([KSP Constr., LLC v LV Prop. Two, LLC, 224 AD3d 58, 63, 204 N.Y.S.3d 54 \[1st Dept 2024\]](#)).

Here, it is undisputed that Defendants DECORATING & PAINTING LLC; PT DECORATING AND PAINTING LLC and TONY DEDIVANI were not licensed as required by the statute. However, absent an affirmative claim for damages, homeowners generally cannot use a licensing statute to recover money already paid to an unlicensed contractor in exchange for services (see [Louis v Truong, 87 Misc3d 128\[A\] \[App Term, 2d Dept, 2nd, 11th & 13th Jud Dists 2025\]](#); see also [Voo Doo Contracting Corp. v L & J Plumbing & Heating Co., Inc., 264 AD2d 361, 361, 693 N.Y.S.2d 151 \[1st Dept 1999\]](#)). Plaintiffs only seek the return of their \$50,000 deposit and, despite hiring another contractor to finish the renovations, have not alleged additional damages. Plaintiffs are nevertheless entitled to a partial return of their deposit, as there is sufficient evidence supporting their claim that they did not grant Defendant permission to enter their apartment for the purpose of beginning the demolition process. Defendant did not

counterclaim. [*7] Nevertheless, a home improvement contractor's failure to comply with the licensing statute bars recovery "regardless of whether the work performed was satisfactory, whether the failure to obtain the license was willful, or, even, whether the homeowner knew of the lack of a license and planned to take advantage of its absence" (*KV Constr., LLC*, 224 AD3d at 63, quoting *Chosen Constr. Corp. v Syz*, 138 AD2d 284, 286, 525 N.Y.S.2d 848 [1st Dept 1988]; see also *Blake Elec. Contracting Co., Inc. v Paschall*, 222 AD2d 264, 266, 635 N.Y.S.2d 205 [1st Dept 1995] ["An unlicensed contractor may neither enforce a home improvement contract against an owner nor seek recovery in quantum meruit"]). Accordingly, it is hereby

ORDERED, Plaintiffs are granted Judgment against Defendants DECORATING & PAINTING LLC; PT DECORATING AND PAINTING LLC AND TONY DEDIVAM in the amount of \$43,000 plus interest from July 18, 2024, and it is further

ORDERED, the complaint against Angelina Dedivani is dismissed; and it is further

ORDERED, the Clerk shall enter Judgment accordingly; and it is further

ORDERED, the Clerk shall mail a copy of this Decision and Order to all parties.

This constitutes the Decision and Order of the Court.

Date: **5/21/26**

/s/ Betty Lugo-Martinez

Hon. Betty Lugo-Martinez

Judge of the Civil Court