UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Yerilee Atkinson Vélez v. Tyla Monet Mazyck

Vélez v. Mazyck · No. Adv. Pro. No. 26-01007 (MEW); bankruptcy case No. 25-12652 (MEW) · Decided April 27, 2026

SUMMARY

The United States Bankruptcy Court for the Southern District of New York granted the defendant's Rule 12(b)(6) motion and dismissed, without prejudice, a complaint seeking to except alleged co-tenancy-related debts from discharge under 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(6). The court held that the alleged misrepresentations concerning the debtor's financial condition were not actionable under § 523(a)(2)(A) absent an identified written statement, and that the alleged contractual breaches did not constitute willful and malicious injury under § 523(a)(6). The pro se plaintiff was granted 45 days to amend.

CASE DETAILS

COURT	United States Bankruptcy Court for the Southern District of New York
WRITING FOR THE COURT	Michael E. Wiles
JURISDICTION	United States Bankruptcy Court for the Southern District of New York
DECIDED	April 27, 2026
DOCKET	Adv. Pro. No. 26-01007 (MEW); bankruptcy case No. 25-12652 (MEW)
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff commenced an adversary proceeding seeking determinations that debts allegedly owed by the Chapter 7 debtor were nondischargeable under 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(6). The debtor moved to dismiss under Federal Rule of Civil Procedure 12(b)(6), and the court granted the motion, dismissing the complaint without prejudice and allowing amendment within 45 days.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and draws reasonable inferences in the plaintiff's favor, but the complaint must contain sufficient factual matter to state a plausible claim for relief. Fraud allegations must satisfy Rule 9(b)'s heightened requirement that the circumstances constituting fraud be stated with particularity. Pro se pleadings are construed liberally.

PRECEDENTIAL VALUE	Unknown; bankruptcy court order and decision with no stated precedential designation.

TOPICS

nondischargeable debts · chapter 7 · adversary proceedings · motions to dismiss · breach of contract

PRACTICE AREAS

bankruptcy · bankruptcy litigation · civil procedure · contracts

QUESTIONS PRESENTED

1. Whether allegations that Defendant misrepresented or concealed her financial condition stated a nondischargeability claim under 11 U.S.C. § 523(a)(2)(A).
2. Whether allegations that Defendant entered into and breached a residential lease, failed to pay rent, vacated, and obstructed repayment stated a claim for a willful and malicious injury under 11 U.S.C. § 523(a)(6).
3. Whether the complaint satisfied the pleading requirements of Rules 12(b)(6) and 9(b).

HOLDINGS

1. Alleged statements and omissions concerning the debtor's employment, ability to pay, housing instability, prior eviction risk, and financial distress are statements respecting the debtor's financial condition and fall outside § 523(a)(2)(A). They can support nondischargeability only under § 523(a)(2)(B), which requires a written statement, and the complaint did not identify any written statement.
2. The complaint failed to state a § 523(a)(6) claim because a knowing breach of contract, without more, is not a willful and malicious injury. A contract-based nondischargeability claim requires independent tortious conduct undertaken with intent to injure or with substantial certainty that injury would result, and the complaint did not plead such conduct or aggravating circumstances.

KEY QUOTATIONS

> *"Statements "respecting the debtor's . . . financial condition" are actionable only under 11 U.S.C. § 523(a)(2)(B), and only if the statement is "in writing," "materially false," made or published "with intent to deceive," and reasonably relied upon by the creditor."* (Section III)

> *"A knowing breach of contract is not, without more, a willful and malicious injury for purposes of Section 523(a)(6)."* (Section IV)

> *"To bring a contract-based claim within Section 523(a)(6), the creditor must plead conduct that amounts to a tort independent of the breach of contract – that is, conduct that is tortious in its own right and that was undertaken with the intent to injure, or with a substantial certainty of injury."* (Section IV)

> *"The Complaint is dismissed, but the dismissal is without prejudice."* (Section V)

FACTUAL BACKGROUND

The parties jointly leased a Bronx apartment in approximately May 2024, allegedly agreeing that Defendant would pay $1,702.96 of the monthly rent. Plaintiff alleged that Defendant represented she was employed and able to pay, but throughout the eleven-month tenancy failed to pay her full share, requiring Plaintiff to cover shortfalls. Plaintiff further alleged that Defendant vacated in March 2025, failed to secure a replacement tenant, executed a retroactive lease release without Plaintiff's consent, and obstructed Plaintiff's efforts to obtain repayment.

PROCEDURAL HISTORY

Plaintiff filed the adversary complaint on February 2, 2026. Defendant moved to dismiss on March 2, 2026; Plaintiff opposed and Defendant replied. After a status conference and oral argument on April 23, 2026, the court granted the motion and dismissed the complaint without prejudice to amendment within 45 days of entry of the order.

DISPOSITION

dismissed

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Lerner v. Fleet Bank, N.A., 459 F.3d 273, 290 (2d Cir. 2006)
- Triestman v. Fed. Bureau of Prisons, 470 F.3d 471, 474-75 (2d Cir. 2006)
- Kawaauhau v. Geiger, 523 U.S. 57, 61-62 (1998)
- Kuper v. Spar (In re Spra), 176 B.R. 321, 326 (Bankr. S.D.N.Y. 1994)
- Ball v. A.O. Smith Corp., 451 F.3d 66, 69 (2d Cir. 2006)
- Grogan v. Garner, 498 U.S. 279, 287 (1991)
- Lamar, Archer & Cofrin, LLP v. Appling, 584 U.S. 709, 714, 721 (2018)
- Field v. Mans, 516 U.S. 59, 69-70 (1995)
- Clark-Fitzpatrick, Inc. v. Long Island R.R. Co., 70 N.Y.2d 382, 389 (1987)
- New York Univ. v. Cont'l Ins. Co., 87 N.Y.2d 308, 318 (1995)
- Bridgestone/Firestone, Inc. v. Recovery Credit Servs., Inc., 98 F.3d 13, 20 (2d Cir. 1996)
- Deerfield Commc'ns Corp. v. Chesebrough-Ponds, Inc., 68 N.Y.2d 954, 956 (1986)
- Brass v. Am. Film Techs., Inc., 987 F.2d 142, 150-52 (2d Cir. 1993)
- Navistar Fin. Corp. v. Stelluti (In re Stelluti), 94 F.3d 84, 87 (2d Cir. 1996)
- Rescuecom Corp. v. Khafaga (In re Khafaga), 419 B.R. 539, 550 (Bankr. E.D.N.Y. 2009)
- In re Luppino, 221 B.R. 693, 700 (Bankr. S.D.N.Y. 1998)