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# BBG UPDATE

FALL 2025 | VOL 76

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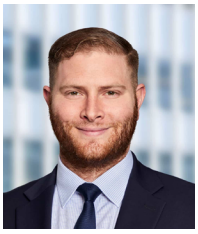
LOFT LAW

## When Is Enough, Enough?



BY MICHAEL BOBICK

For any owner familiar with interim multiple dwellings (IMDs) and the "Loft Law," no three words hit harder than: "narrative statement process." To some, the experience is so frustrating they'd rather take a punch from Mike Tyson circa 1987 than sit in a room - or, in the post-COVID era, on a Teams or Zoom call - and be told what construction work they can or cannot perform in their own building.

Unfortunately, that's the reality of owning a Loft Building. Tenants are allowed to raise concerns about the owner's proposed construction work and make requests, sometimes extensive ones. But what happens when those requests go too far?

For those unfamiliar with the Loft Law: owners of IMDs are required to legalize their buildings by bringing them into compliance with all applicable Department of Buildings (DOB) codes, laws, and regulations. This involves submitting legalization plans to the DOB, along with a narrative statement, essentially a written version of the legalization plans. These documents are filed with the New York City Loft Board, the agency responsible for overseeing IMDs, and then shared with tenants.

Next comes the narrative statement conference, where the Loft Board encourages owners and tenants to discuss the proposed construction work and reach an agreement. In theory, this sounds collaborative. In practice, these conferences can drag on, sometimes for years. It's not uncommon for a building to go through three to ten conferences, often spaced out over long periods.

You might be wondering: *Years? Really?* Yes. Because tenants are given the opportunity to contest the owner's plans, the process can become drawn out. The original intent is to ensure that legalization work doesn't unreasonably interfere with tenants' use of their apartments or diminish services they're legally entitled to. But in reality, tenants often make demands that go well beyond what the law requires.

So what happens when the parties can't agree?

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When consensus isn't reached, the Loft Board initiates the alternate plan process, allowing tenants to submit their own legalization plans or comments. The Board then determines which plan will prevail. This phase, too, can take months, or even years, to resolve.

Which brings us to the multi-million dollar question:

Should owners agree to tenant demands just to get their permits and start construction sooner? Or should they endure the full process, waiting years for resolution—just to find out which plans they're allowed to follow?

So, about that Mike Tyson punch…

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ADMINISTRATIVE LAW

# The Affordable Housing Retention Act

BY FRANK D. BAQUERO

In June, New York State passed the Affordable Housing Retention Act ("AHRA"), which creates a new process for converting certain mixed-income rental buildings to condominiums while preserving permanent affordable housing. In 2019, the Housing Stability and Tenant Protection Act changed New York's condominium law to allow the conversion of an occupied rental building only when 51% of existing tenants purchase their apartments. This change effectively eliminated occupied condominium conversions and removed a key exit strategy for owners, particularly those with expiring tax incentives. Projects participating in the AHRA program will now have the requirement rolled back to the pre-HSTPA threshold: signed purchase agreements from 15% of tenant or third-party purchasers.

AHRA implements Section 352-eeeee of the New York General Business Law and Section 339-mm of the Real Property Law. Under this new program, market-rate rental apartments can be offered for sale as condominiums under a "preservation plan." In contrast, income-restricted apartments would be transferred to a non-profit "Qualified Owner" and thereafter preserved as permanently affordable. To proceed, an owner of a qualifying building must secure signed purchase agreements from tenants or bona fide purchasers representing at least 15% of the market-rate units being offered for sale in the building, group of buildings, or development.

Section 352-eeeee takes effect on November 5, 2025, and the New York State Attorney General ("AG") must publish rules for the administration of the AHRA by November 5, 2026. In parallel, the statute authorizes relevant housing finance agencies, such as the New York City Department of Housing Preservation and Development ("HPD"), to issue their own regulations, rules, and guidance to carry out the program.

To qualify for conversion under the AHRA, a building must meet strict criteria. Only projects that satisfy the following baseline requirements may proceed:

A. The property must be located in the City of New York and include income-restricted rental units. Only certain types of income-restricted rental units qualify.

B. The building, group of buildings, or development must have been built after 1996 and contain 100 or more dwelling units.

C. The project may not be part of the Mitchell-Lama program or be subject to Private Housing Finance Law Article 2 (Limited-Profit Housing Companies), Article 4 (Limited Dividend Housing Companies), or Article 5 (Redevelopment Companies).

D. The property may not be prohibited by law or by an existing regulatory agreement from converting to condominium ownership.

E. Units may not be "warehoused," which is an "excessive" long-term vacancy rate in either income-restricted or market-rate units.

F. The project must also meet at least one of the following conditions:

   i. Receives a partial property tax exemption under RPTL § 421-a(1-15).

   ii. Receives Low-Income Housing Tax Credits under IRC § 42.

   iii. Receives bond financing under IRC § 142(d).

   iv. Contains one or more inclusionary housing units and has an agreement to increase income-restricted units to 30%; OR

   v. Contains exclusively moderate-income units (as required for bond financing), the total number of income-restricted units is less than 20% and has an agreement to increase the number of income-restricted units to at least 20%.

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The conversion process under the AHRA is highly coordinated. It is subject to an agreement from multiple parties, including the AG, a relevant housing finance agency ("RHFA"), such as HPD or the New York State Housing Finance Agency ("HFA") for affordability oversight, the New York City Department of Finance, and the non-profit Qualified Owner that will take title to the affordable units. There are also safeguards in place to protect non-purchasing tenants: there can be no eviction for refusal to purchase. However, for-cause evictions are preserved, and actions may proceed on traditional grounds (e.g., non-payment, illegal use/occupancy, refusal of reasonable access) consistent with applicable law.

As part of the Preservation Plan, there must be a regulatory agreement between the RHFA and Qualified Owner, establishing permanent affordability for the income-restricted rental units, and the Qualified Owner must take title to the income-restricted units within 365 days of the Preservation Plan's consummation. The Qualified Owner must assume full responsibility for the ongoing operation, maintenance, and compliance of the income-restricted units in accordance with the property's regulatory agreement(s). Once the AG accepts the Preservation Plan for filing, tenants of those market-rate units offered for sale are given a 90-day exclusive right to buy. Following the period of exclusivity, tenants have a six-month right of first refusal on the same terms as any outside contract. A Preservation Plan may be declared effective when the sponsor files a sworn statement showing that at least 15% of the dwelling units offered for sale under the plan are under executed purchase agreements. Separate from the 15% effectiveness threshold, the statute sets a long-term sales milestone: within five years of the first closing under the Preservation Plan, the sponsor is expected to have conveyed at least 51% of the dwelling units offered for sale under the plan. The AG has discretion to waive the five-year/51% requirement in certain circumstances (e.g., where the sponsor demonstrates commercially reasonable, good-faith efforts).

AHRA also requires the creation of two distinct reserve funds. Both must be funded by the sponsor and are intended to ensure the long-term upkeep of the property, including the affordable housing component. First, there is a Building-Wide Reserve Fund, managed by the condominium board of managers. This fund must equal at least 3% of the total offering price of all units. It can only be used for building-wide capital repairs, replacements, and improvements necessary for the health and safety of all residents, including those in income-restricted units. A second reserve fund is the Dedicated Capital Fund for Income-Restricted Units, which the Qualified Owner manages. This fund must equal 0.5% of the total offering price of all units and can only be used for repairs and improvements within the income-restricted units.

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[FIRST APPEARED IN "CASE LAW TRACKER" FEATURE PUBLISHED BY HABITAT.COM IN JULY, 2025; REPRINTED BY PERMISSION]

CO-OP AND CONDO

# Court Sustains Most of Condo Board's Claims Against Managing Agent

**Category:** Construction Defects, Management

The Bd. of Mgrs. of 252 Condo. v. World-Wide Holdings Corp.; 2025 WL 2093518 (Sup. Ct. NY County)

SQUIB BY LLOYD F. REISMAN

**Outcome:** Decided for Plaintiff, Defendant

**WHAT HAPPENED:** As previously reported in September 2024, the condominium's board of managers filed a construction defect lawsuit against the sponsor and related individuals and entities, alleging breach of contract and fraud. This decision follows the prior ruling, in which the court held that fraud claims based on disclosures required by the Martin Act could not proceed, but allowed fraud claims related to waterproofing, the air conditioning system, industry standards, and a knowingly false budget—including certain fraud claims against sponsor principals who were personally involved in the alleged misconduct.

**IN COURT:** In response to the prior decision, the board amended its complaint to include allegations against the condominium's management company and its principal, including claims of breach of contract, fraud, and fraudulent inducement. These were based on alleged manipulation of budgets for repairs and maintenance, and the concealment of internal budget increases from purchasers and the public.

This decision arises from the management company's motion to dismiss the board's amended complaint on two primary grounds: (i) failure to state a claim, because the management company was not a party to the offering plan or any option-purchase agreement; and (ii) time-barred, due to the expiration of any applicable statute of limitations.

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The court sustained the board's fraud and fraudulent inducement claims against the management company, largely due to allegedly fraudulent acts by the management company's principal. The allegations included the principal's involvement in the development of the building while simultaneously acting as managing partner of the management company, serving on the board until being replaced by unaffiliated unit owners, and having the management company act as the condominium's managing agent throughout the relevant period. The court held that such acts could be imputed to the management company, even if said acts were unauthorized.

Additionally, the court found that the board's complaint adequately alleged that the management company breached its management agreement with the condominium, failed to perform its duties, and caused damages. This latter claim was not time-barred, based on the "continuous wrong doctrine," finding that the claim was based on a series of breaches during the period in which the management company acted as the condominium's managing agent. Thus, the applicable statute of limitations did not begin running until the termination of the management agreement in October 2018.

Notwithstanding the foregoing, the court dismissed the board's claims for breach of contract and contractual indemnification. Despite the board's allegations that the management company had demonstrated some intent to be associated as joint venturers and had contributed to the development, maintenance, and repairs of the building, the board failed to demonstrate that the management company was also subject to losses arising from the development—a necessary element of such claims.

Both the board and the management company have since filed appeals to the extent the relief each of them sought was denied.

**TAKEAWAY:** The procedural history (i.e., amending the complaint to include additional facts and allegations) demonstrates the importance of clearly alleging which individuals and entities are responsible for specific misrepresentations or concealment of defects, including specifying who did what, when, and how—and avoiding "group pleading" (which can make it harder to prevail against any specific individual). In addition, this decision is another example of the ever-evolving landscape of construction defect litigation against sponsors and related parties—many of which demonstrate that courts have become increasingly willing to deny motions to dismiss construction defect claims. These denials mean that claims such as this are more likely to proceed to trial, which should give similarly situated condominium boards additional hope that their claims may also be sustained in their search for compensation in the face of mounting repair bills.

**Tags:** Amended complaint, breach of contract, building code, construction defects, continuing wrong, fraud, management agreement, managing agent, motion to dismiss, offering plan, sponsor, statute of limitations.

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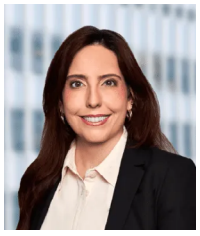
TAX EXEMPTIONS AND ZONING INCENTIVES

# Mandatory Inclusionary Housing at Ten Years: What Worked, What Didn't, and What's Next



BY CAMILA ALMEIDA AND DAVID SHAMSHOVICH

New York City's housing shortage is acute. The 2023 New York City Housing and Vacancy Survey (NYCHVS) measured a net rental vacancy rate of just 1.41%, the lowest since 1968, underscoring the scarcity of available apartments relative to demand. Against this backdrop, the City has, over the past decade, leaned heavily on large-scale residential rezonings as a primary tool to reshape neighborhoods, unlock development potential, and address affordability. At the center of these rezonings is the Mandatory Inclusionary Housing (MIH) Program. Whether the rezoning is neighborhood-wide, led by the City, or a site-specific action advanced by a private developer, the dynamic is the same: in exchange for the right to build residential where it was previously prohibited, or to build at higher densities than before, the developer must permanently set aside a percentage of the new residential floor area as affordable housing. As MIH nears its ten-year anniversary, the program's track record offers crucial insights. Some rezonings have delivered thousands of units and reshaped neighborhoods, while others, despite headlines, have produced little tangible housing.

**I. The Foundation: A Policy Revolution**

MIH was adopted in March 2016 alongside the Zoning for Quality and Affordability (ZQA) zoning text amendment, which were advanced together as a package by the de Blasio administration to modernize zoning citywide and embed affordability into future growth.

The City faced a persistent housing crisis: rents rising faster than incomes, a vacancy rate at historic lows, and a Voluntary Inclusionary Housing (VIH) program that was producing only sporadic results. For years, the City had relied on VIH, which allowed developers to obtain extra density in exchange for affordable units, but production was inconsistent, given that it was limited to a handful of high-rent neighborhoods where bonuses were valuable.

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MIH demonstrates that mandatory programs can be more effective than voluntary ones when they're properly structured and consistently implemented. The approval of MIH marked a fundamental policy shift: affordability would no longer be left to the discretion of developers seeking bonuses, but instead embedded permanently in the zoning map wherever residential growth was newly permitted. Unlike previous voluntary programs that relied on developer goodwill, MIH established a framework where residential development in newly rezoned areas simply doesn't happen without affordable housing.

## II. The Decade's Report Card: Victories and Setbacks

With nearly a decade of experience under the MIH framework, we now have sufficient track record to assess how rezonings have actually performed. The experience reveals a clear pattern: MIH is a framework, not a guarantee. Three conditions have consistently determined outcomes: market feasibility, supportive tax incentives, and legal certainty.

### A. East New York & Jerome Avenue: Early Lessons in Timing

East New York (2016) was the City's first neighborhood to test MIH, creating a framework for thousands of projected units, but actual delivery was modest in the first several years, with only 102 units delivered by early 2020. A major factor was timing: the rezoning was adopted just as the original 421-a program expired in January 2016, leaving developers uncertain whether any property-tax exemption would be available to offset MIH affordable housing requirements. Although the Legislature eventually enacted the Affordable New York Housing Program (421-a(16)) in April 2017, the 15-month gap and the program's new wage and affordability conditions made it difficult for projects in lower-rent neighborhoods like East New York to pencil out without additional subsidy. Similarly, Jerome Avenue in the Bronx (2018) initially lagged in production, but as the new 421-a framework and HPD financing programs became clearer, private activity eventually picked up. These early rezonings illustrate that while MIH establishes a mandatory affordability requirement, it does not itself create financial feasibility. Production depends on the availability of supportive tax incentives, achievable rents, and other market conditions.

### B. Inwood: The Cost of Legal Uncertainty

Inwood (2018) highlights how litigation risk can stall rezonings even after adoption. In December 2019, the rezoning was annulled by a New York County Supreme Court judge, who found that the City had not taken the required City Environmental Quality Review (CEQR) "hard look" at certain community-raised issues. The Appellate Division unanimously reversed in July 2020, but the two-year period of uncertainty effectively froze land trades and financing, with few projects advancing until the rezoning was upheld. The lesson there is clear: Rezoning entitlements only drive development when market actors are confident the approvals will stand, and litigation risk alone can depress production.

### C. Gowanus: A Clear Success Story

By contrast, Gowanus (2021) has become the strongest example of an MIH rezoning delivering at scale. The plan covers 82 blocks and is expected to create approximately 8,500 new homes, including 3,000 permanently affordable. Several favorable conditions aligned: developers could still vest projects under 421-a at the time of adoption; later extensions and Gowanus-specific tax tools preserved eligibility for many sites; and the City paired the rezoning with major public commitments, including $250 million in infrastructure and amenities. The result has been a surge of permit filings and construction starts, with roughly half of the expected 8,500 apartments along the canal now in planning or construction stages, making Gowanus the poster child for successful MIH implementation.

### D. SoHo/NoHo: A Symbolic Outlier

The SoHo/NoHo rezoning (2021) was celebrated as an effort to open some of the city's wealthiest neighborhoods to affordable housing, projecting 1,800 to 3,500 new units. In practice, nearly four years later, little has been built. Land values are extremely high, development sites are constrained by landmark and lot-depth issues, and the rezoning was adopted just six months before 421-a(16) expired on June 15, 2022. Most sites could not vest within that narrow window, especially given the need for landmark approvals and lengthy design processes. The takeaway is stark: In ultra-high-cost districts, MIH requirements alone cannot overcome market constraints without properly aligned incentives and favorable site conditions.

## III. The Next Wave: Learning from Experience

Unlike the first wave of MIH areas, which often stumbled on misaligned economics or poor timing, the latest round of rezonings is designed to synchronize zoning, tax incentives, and infrastructure. Recent actions such as Midtown South and Atlantic Avenue, and the pending OneLIC and Jamaica rezonings, reflect a more coordinated strategy shaped by lessons from the past decade. Each was selected for its capacity to absorb significant growth, paired with the State's new tax exemption programs (485-x and 467-m), and accompanied by infrastructure or public-realm investments intended to support private development. Together, they illustrate a deliberate shift toward aligning affordability mandates with financial feasibility and community commitments.

Whether this new coordination will prove sufficient remains uncertain. High construction costs, elevated interest rates, and tighter financing conditions continue to challenge feasibility. Still, the policy intent is unmistakable: the City is seeking to ensure that rezonings in the 2020s yield real housing production—and lasting affordability—not just symbolic rezonings.

Looking further ahead, the City has also signaled interest in additional transit-rich corridors and underutilized commercial districts as potential MIH rezonings. In parallel—but distinct from MIH—the Universal Affordability Preference (UAP) will play a growing role for as-of-right projects in medium- and high-density districts outside mapped MIH areas, allowing additional floor area when developers include permanently affordable housing (averaging 60% AMI, subject to guardrails). Together, this two-track approach—MIH for mapped rezonings and UAP for citywide, site-specific opportunities—aims to incentivize both housing growth and affordability in places where it would not otherwise occur.

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**Our Role**

At Belkin · Burden · Goldman, LLP, we work with developers, owners, and investors from the earliest stages of planning. We advise on MIH, VIH, and UAP, and structure projects around the evolving incentive landscape—including 421-a, 485-x, 467-m, and the Industrial and Commercial Abatement Program (ICAP)—to ensure both compliance and financial feasibility. Our team guides clients through the full approval process at the Department of Housing Preservation and Development (HPD), from strategy and structuring to negotiations and regulatory agreements and restrictive declarations. As the next wave of rezonings takes shape, we stand ready to help anticipate challenges, align incentives, and capture the full potential of New York City's affordability-driven growth strategy.

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APPELLATE LAW

# Setting an Undertaking for a Stay Pending Appeal – How One Court Did It in a Lock-Out Proceeding

BY MAGDA L. CRUZ

A stay pending appeal is a court order that temporarily halts the enforcement of a judgment or order while an appeal is being considered. In landlord-tenant cases, this often means pausing an eviction or restoration of possession until the appellate court decides whether to affirm or reverse the lower court's decision.

There are generally two types of stays in New York appellate practice:

1. Automatic Stay (CPLR 5519[a])
    - In certain cases, filing a notice of appeal and posting an undertaking (a bond or security), can automatically stay enforcement of a judgment.
    - CPLR 5519(a)(6) specifically applies when the appellant is in possession or control of real property and the judgment directs that property be conveyed or delivered to the prevailing party. The court must set an undertaking amount to protect the interests of the party who prevailed at trial if the judgment is to be stayed pending appeal.
2. Discretionary Stay (CPLR 5519[c])
    - The court has discretion to grant, deny, or modify a stay pending appeal, considering factors such as the merits of the appeal, potential harm to the appellant if the stay is denied, and prejudice to the respondent if the stay is granted.

In a recent case involving a "lock-out" petition under RPAPL § 713(10), the Civil Court considered various issues that uniquely arise in "lock-out" proceedings when the losing party seeks to appeal an adverse decision. In *Tibta v. 156 E 21 LLC*, the Civil Court entered judgment in favor of the petitioner and directed the owner to restore him to possession. However, in the interim period between the petitioner commencing the proceeding and the entry of judgment and issuance of a warrant to enforce the judgment (approximately six months), a third-party and his family had rented the apartment.

The owner filed a notice of appeal and sought to stay restoring petitioner to possession pending appeal, arguing that it had a meritorious appeal, the current occupants would be rendered homeless if evicted, and the owner would lose a stable, rent-paying tenant. The petitioner had not paid any rent for over eight years and was residing in another apartment in the building rent-free.

**Legal Issues**

The central legal question was whether the court should grant a stay of the judgment and not restore petitioner to possession pending appeal and, if so, how to set the required monetary undertaking under CPLR 5519(a)(6). The owner and the third-party occupant argued for a discretionary stay under CPLR 5519(c), while petitioner contended that the owner failed to timely request an undertaking and that the equities favored immediate restoration of possession.

**Court's Analysis**

Judge Karen May Bacdayan rejected the argument that an undertaking must be filed simultaneously with the notice of appeal, finding no controlling authority for such an interpretation of the relevant CPLR provisions. The court also declined to grant a discretionary stay under CPLR 5519(c).

Instead, the court focused on CPLR 5519(a)(6), which provides for an automatic stay of enforcement of a judgment involving real property if the appellant – here, the owner -- posts an undertaking in an amount set by the court. The court analogized to cases involving squatters and trespassers, reasoning that the value of the premises to the owner—specifically, the monthly rent paid by the occupant—should be the basis for the undertaking.

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**Outcome**

The court set the undertaking at $41,600, calculated as $1,600 per month (the rent paid by the occupant) for an anticipated 26-month period until the appeal is decided. This amount must be posted by the owner to stay enforcement of the judgment and warrant pending appeal. The court emphasized that failing to require an undertaking would "place a premium on self-help eviction," undermining the rights of tenants who prevail in illegal lockout proceedings. Thus, requiring an undertaking as a condition of a stay would offset some of the losses faced by the party unable to immediately enforce the judgment.

**Significance and Implications**

*Tibta v. 156 E 21 LLC* clarifies the application of CPLR 5519(a)(6) in illegal lockout cases, especially where quantifiable damages are difficult to assess. The decision underscores the court's obligation to set a meaningful undertaking that reflects the value of possession to the party remaining in the apartment, even if actual damages to the ousted petitioner are not easily calculated.

This ruling serves as a precedent for cases involving stays pending appeal in summary eviction proceedings, and in particular in "lock-out" proceedings, balancing the interests of displaced parties, current occupants, and landlords. It also highlights the importance of judicial discretion and equitable considerations in setting undertakings, ensuring that exercising appellate rights can be accomplished fairly and without incentives to delay.

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ZONING AND LAND USE

# Tiny Homes in the Big City: NYC's New ADU and SRO Rules

BY RON MANDEL AND ALAINA GREENE

Based upon recent legislative amendments, it appears that New York City is turning toward smaller housing models as it searches for new solutions to the housing crisis. The legalization of Accessory Dwelling Units ("ADUs") under City of Yes zoning reforms, alongside renewed efforts to reintroduce Single Room Occupancy ("SRO") housing, appears to open the door to important new development opportunities. Together, these changes may create avenues for increasing residential density in areas that were previously more restricted.

The ADU zoning provisions, approved in December 2024, allow property owners to add up to 800 square feet of residential space on one- and two-family lots. Originally, units could be created through basement or attic conversions, attached additions, or detached backyard structures. This represents the first time New York City has permitted ADUs as-of-right, offering a straightforward way to increase density in neighborhoods where multifamily housing is restricted. For developers, the appeal may be that additional units could be delivered without discretionary land use approvals or added parking requirements. At the same time, however, the scope is limited. Detached and basement ADUs are prohibited in mapped flood-risk areas; detached units are barred in historic districts and certain contextual zoning districts; and ADUs are not permitted in attached or rowhouse buildings. Further, a permanent owner-occupancy requirement narrows investment potential.

The New York City Building Code framework for ADUs also introduces complexity. Local Laws 126 and 127, which took effect in June 2024, established Appendix U of the Building Code and created a pilot program for legalizing basement and cellar units, setting out phased compliance and detailed construction standards for all ADU types. To implement these laws, the Department of Buildings recently proposed Rule 1 RCNY §105-08, which spells out the technical criteria for flood protection, egress, ventilation, and fire safety. Further, it requires that ADUs obtain a separate certificate of occupancy to confirm their compliance with Appendix U provisions. Taken together, these provisions mean that while ADUs are now legal as-of-right under zoning, their actual design and construction will require careful coordination with numerous City agencies.

Another major zoning policy change concerns single-room occupancy ("SRO") housing, driven by Mayor Adams to bring back this housing type. As part of the Adams administration 2023 housing plan, Adams proposed zoning changes that would allow new single-room occupancy construction for the first time since the 1960s, specifically targeting restrictions on "rooming units" with shared kitchens and bathrooms. The first steps toward this goal were also undertaken as part of City of Yes for Housing Opportunity reforms, amending the Zoning Resolution to permit units smaller than 400 square feet, without individual kitchens or baths. This zoning change enables smaller and more flexible layouts, supports adaptive reuse of underutilized properties, and creates opportunities for compact housing types that were long excluded from regulations. Through these legislative amendments, Developers may see potential in converting older non-residential buildings such as hotels, or in creating new small-unit formats aligned with shifting market demand.

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At the same time, these opportunities are tempered by continuing restrictions. The City Council narrowed several elements of the proposal before adoption, and the zoning changes do not override other regulatory barriers. For example, existing SROs remain subject to nonconforming use rules, and redevelopment or conversion of these properties requires approval from the Department of Housing Preservation and Development through the Certificate of No Harassment process. Occupancy classifications under the Multiple Dwelling Law and Building Code also continue to impose minimum habitability standards that may affect project design.

Taken together, these reforms signal a policy shift toward smaller, more flexible housing formats that reflect both Citywide priorities and the City Council's willingness to open long-closed doors. While ADUs and SROs provide opportunities for new as-of-right density in low-density districts, expanded flexibility in unit design, and new conversion strategies, success in both regulatory frameworks requires understanding evolving zoning requirements, building code coordination, and approval processes across multiple city agencies. BBG is fully equipped to assist with these new and complex zoning and code issues, as well as aid in navigating the associated regulatory approval processes.

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ADMINISTRATIVE LAW

# Postponement of NYC Natural Gas Detector Law

BY DIANA R. STRASBURG

As previously advised in our Summer 2025 newsletter, the requirements for installing natural gas detecting devices in residential buildings, as part of NYC Local Law 157 of 2016, went into effect on May 1, 2025.

However, as a result of supply chain issues, a previous product recall, and the limited number of available, compliant alarm models which made the original deadline unfeasible for property owners, on May 28, 2025, the New York City Council introduced a bill that would postpone the effective date of the requirements for installing natural gas detecting devices in residential buildings, known as Int. 1281-2025. The bill was passed by the City Council on June 30, 2025.

On July 31, 2025, since Mayor Adams did not sign the bill or veto it, the bill was enacted by the City Council pursuant to Section 37 of the City Charter following the expiration of the Charter-mandated 30-day time period, and is now known as Local Law 102 of 2025.

Local Law 102 of 2025 provides the following:

- Postponement of the natural gas alarm requirement: provides that natural gas alarms be required no earlier than January 1, 2027; and
- The NYC Department of Buildings ("DOB") is required to submit to the Mayor and the Council, by July 1, 2026, a determination if the department has been able to identify 4 distinct manufacturers of battery-powered natural gas alarms; if such determination finds an insufficient number of alarms, the DOB is required to extend the compliance date to January 1, 2029.

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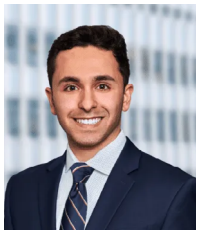
CO-OP AND CONDO

# New York State Increases the Filing Fees for Offering Plans



**BY LLOYD F. REISMAN AND ZACHARY C. ROZYCKI**

Hidden in New York State's 2025-2026 Budget Bill (the "Budget Bill") are significant amendments to section 352-e of the New York General Business Law ("Section 352-e"), which governs, among other things, the required filing fees payable to the New York State Department of Law (the "DOL") for condominium and cooperative offering plans and related filings.

Currently, and until November 4, 2025, the filing fee structure for condominium and cooperative offering plans and related filings is:

- For every offering not in excess of $250,000, the filing fee is $750;
- For every offering in excess of $250,000, the filing fee is equal to 0.4% of the total amount of the offering but not in excess of $30,000 (i.e., an aggregate offering price of $7,500,000 results in the maximum filing fee);
- For every offering plan amendment, the filing fee is $225; and
- For each application to solicit public interest or funds prior to the filing of an offering plan or for the issuance of a No-Action Letter, the filing fee is $225.

From and after November 5, 2025, the filing fee structure for condominium and cooperative offering plans and related filings will be (changes are in **bold** type):

- For every offering not in excess of $250,000, the filing fee will be $750;
- For every offering in excess of $250,000, the filing fee will be equal to 0.4% of the total amount of the offering but not in excess of **$60,000** (i.e., an aggregate offering price of **$15,000,000** will result in the maximum filing fee);
- For every offering plan amendment, the filing fee will be **$750**; and
- For each application to solicit public interest or funds prior to the filing of an offering plan or for the issuance of a No-Action Letter and any amendment thereto, the filing fee will be **$750**.

Developers and sponsors should make note of the approaching November 5, 2025 effective date of the filing fee increases, and be aware that offering plans and amendments submitted to the DOL on or after November 5, 2025 will be subject to the increased filing fee structure.

*Lloyd F. Reisman is a partner and Zachary C. Rozycki is an associate in BBG's Co-Op and Condo Practice. For more information regarding Co-Op and Condo matters, please contact Lloyd at 212-867-4466 (Ext. 387) or lreisman@bbgllp.com; and Zach at 212-867-4466 (Ext. 307) or zrozycki@bbgllp.com.*

# BBG Court Victory

Supreme Court Justice Gerald Lebovits recently granted summary judgment in favor of the defendant-landlord in *Merolle v. 17 West 82nd Street LLC*, dismissing the tenants' claims that their apartment was subject to rent stabilization.

The Court found that, under pre-HSTPA law, the apartment was deregulated when the plaintiffs-tenants executed a lease at a rate exceeding the deregulation threshold in 2014, and that their challenge was therefore untimely. Allegations of fraud and fraudulent DHCR registrations were also rejected by the Court as unsupported by the evidence, which included maximum base rent records from DHCR, historical occupancy records from the New York Public Library, and the building's 1979 contract of sale.

This decision reinforces the importance of filing timely Fair Market Rent Appeals and clarifies the regulatory status of units transitioning from rent control. The motion was led by partner **Adam Bernstein** and supported by partner **Anthony Morreale** and legal assistant **Jaime Lopez**.

# Recent Transactions of Note

Members of BBG's Transactional Department recently handled the following:

## Leases

Partner **Allison R. Lissner** and associates **Michael Mulia** and **Lauren Tobin** negotiated several leases on behalf of a rapidly expanding, national fast-casual restaurant specializing in hamburgers and hot dogs at the following locations: Poughkeepsie, NY, Daytona Beach, FL, Port St. Lucie, FL, Charlottesville, VA and Greenville, SC.

**Ms. Lissner** and **Ms. Tobin** negotiated:

- A long-term lease amendment on behalf of an owner to expand a NYC-based hospital footprint in Murray Hill, NYC.
- A lease to a California-based donut company opening its first Northeast location in Greenwich Village, NYC.
- A lease for a national coffee and donut franchise in Upper Manhattan, New York.

Partner **Daniel Altman** and **Ms. Lissner** negotiated a profit-sharing lease for a flex-working office company on behalf of a landlord to be located near Lincoln Center.

**Mr. Altman** and partner **Michael J. Shampan** represented:

- The landlord in a lease of a bakery in Midtown Manhattan.
- The landlord in a lease of a bakery in SoHo.

**Mr. Shampan** represented:

- The landlord in the lease of a store in the Bronx to a Dunkin Donuts franchise.
- The landlord in the lease of a pharmacy in the Bronx.
- A Co-op corporation located in Manhattan's Upper West Side in connection with the lease of a store to a Luckin Coffee franchise.

Partner **Robert Marshall** represented a landlord in the negotiation of a commercial lease of an entire floor for medical offices in Manhattan.

## Buy/Sell and Refinancing Transactions

**Craig L. Price**, **Murray Schneier**, **Jay B. Solomon** and **Lawrence T. Shepps**, along with associate **Joshua A. Sycoff**, represented AYA New York, a hospitality developer, as the successful bidder in the foreclosure auction of a Midtown boutique hotel for approximately $54.7 million. The prior owner had defaulted on its loan, prompting the lender to initiate a foreclosure action and obtain a judgment of foreclosure and sale, which led to the auction. In connection with the transaction, AYA secured acquisition and construction financing from a United Kingdom-based lender. Spanning more than 16 months, the deal exemplifies BBG's inter-departmental collaboration and ability to navigate highly complex and nuanced matters. The transaction was featured in Commercial Observer, The Real Deal, and Crain's New York Business.

**Messrs. Price** and **Sycoff**, Partner **Stephen M. Tretola** and associate **Zachary C. Rozycki** represented Pamera North America and Targo Capital Partners in connection with their $49,500,000.00 acquisition of the 9-story, 61,182 square foot commercial condominium property located at 640 Broadway, New York, New York from Acadia Realty Trust. The deal included acquisition financing provided by Citi Private Bank in the amount of $30,500,000.00. Tenants at the property include UPS, Two Hands Café, and Van Leeuwen Ice Cream.

**Messrs. Price** and **Sycoff**, and associate **Isabella Pisani** represented the Seller of a block of 53 unsold condominium units at a building in Midtown East, for a total sale price of $18,000,000.00.

**Messrs. Price** and **Sycoff** represented the seller of a $9,600,000.00 Greenwich Village townhouse.

**Messrs. Tretola**, **Shepps** and **Sycoff** represented a property owner in connection with the $15M refinance of a New Jersey multifamily property.

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Partner **Daniel Altman**, and **Messrs. Shepps** and **Sycoff** represented the Purchaser of a $19,000,000.00 residential housing development located in Euless Texas, which included 14,400,000 in acquisition financing provided by Northmarq Capital Finance, LLC.

**Messrs. Altman** and **Solomon**, and partner **Michael J. Shampan** represented a buyer in the purchase of a mixed-used building in Manhattan for $8.5 million as part of a bankruptcy sale.

**Mr. Shampan** represented a co-op corporation located in Manhattan's Upper East Side in connection with a $8 million refinance of their underlying building mortgage with Principal Life Insurance Company.

Partner **David Shamshovich** and associate **Camila Almeida** represented the owner of 43 Bleecker Street, a non-residential to residential conversion in a Mandatory Inclusionary Housing (MIH) area in NoHo, in the first property to close under the MIH program by making a payment to the Affordable Housing Fund pursuant to the NYC Zoning Resolution.

# Recent Notable Matters Handled by Our Construction Team

Partner **Robert Marshall**:

- Represented owners in the negotiation of various architectural, engineering, design and consulting services agreements for construction projects in Manhattan, Brooklyn, Queens and the Bronx.
- Represented owner in the negotiation of a general contractor agreement for the renovation of its office headquarters in Manhattan.
- Represented owners in the negotiation of numerous general contractor agreements for façade, roof, sidewalk and courtyard repair and renovation projects in Manhattan, Brooklyn, Queens and the Bronx.
- Represented owners in the negotiation of several general contractor agreements for garage repair projects in Manhattan and Brooklyn.
- Represented owners in the negotiation of multiple general contractor agreements for lobby, hallway, facility and amenity space renovation and repair projects in Manhattan, Brooklyn, Queens and the Bronx.
- Represented owners in the negotiation of various general contractor agreements for elevator modernization projects in Manhattan and Brooklyn.

Associate **Joseph Verga** represented owners in the negotiation of numerous license agreements for access to and protection of adjoining properties during construction projects in Manhattan and Brooklyn.

# BBG In The News

Founding Partner **Sherwin Belkin** was quoted in Gothamist on Rent Stabilization, Deregulation, and Due Diligence for Property Owners. **Mr. Belkin** was also quoted in The Real Deal on the legal and practical implications of New York City Mayoral candidate Zohran Mamdani's platform for New York City property owners. **Mr. Belkin** was also quoted in The Real Deal on increasing inquiries from landlords about deregulating distressed rent-stabilized buildings through demolition or substantial rehabilitation, which was later referenced in New York Apartment Association's New York Update.

Co-Op and Condo Law Partner **Lloyd Reisman** was published in Habitat Magazine's Co-op/Condo Case Watch Newsletter where he analyzed a notable decision involving liability and indemnification in a contractor injury case.

Co-Managing Partner and Transactional Department Co-Chair **Daniel Altman** served as a judge for REBNY's 27th Annual Retail Deal of the Year Awards, which recognized 2024's most innovative and impactful retail transactions across New York City.

Administrative Law Partner **Anthony Morreale** was a panelist at the New York State Judicial Institute's Summer Judicial Seminars. Anthony presented to the judiciary on the legal framework surrounding rent overcharge claims in New York City.

## The Best Lawyers in America Recognizes Fifteen BBG Attorneys in 2026 Rankings

Fifteen BBG attorneys were recognized by *The Best Lawyers in America©* in their 2026 New York City Metro rankings across the following practice areas: Real Estate Litigation, Administration, Transactional and Leasing, Land Use and Zoning, and Construction Law.

Co-Managing Partner **Jeffrey L. Goldman** said, "Recognition of our commitment to our clients by Best Lawyers is something we appreciate and celebrate," and Co-Managing Partner **Daniel Altman** added, "It excites me not only that our group leaders were recognized across several of our core practice areas, but that many of our ascending lawyers were listed as well. We thank Best Lawyers for this recognition."



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# BBG In The Community

## BBG Tees Off with Colleagues and Friends of the Firm

BBG was delighted to host a golf and dinner outing at White Beeches Golf & Country Club. We appreciate the colleagues and friends of the firm who joined us to connect, exchange ideas, and enjoy a great day together.

The Firm is committed to continuing this golf outing as an annual BBG tradition. We hope to see you next year!

# Co-Op/Condo Corner

**BY LLOYD F. REISMAN**

***Lloyd F. Reisman*** *is a leader of the Firm's Co-op and Condo Practice Group, consisting of more than 300 co-op and condo boards throughout New York City, developers, investors, and lenders in related transactions, including offering plans, "no-action" letters, and out-of-state filings, and purchasers and sellers of co-op and condo apartments, buildings, residences and similar properties. If you would like to discuss any of the cases in this article or other related matter, you can reach Lloyd at 212-867-4466 (ext. 387), or* ***lreisman@bbgllp.com****.*

**INDIVIDUAL CONDO BOARD MEMBERS SHIELDED BY BUSINESS JUDGMENT RULE ABSENT WRONGFUL ACTS**

***Bent v. Cirone*** Supreme Court, New York County

**COMMENT |** A recent reminder that individual board members are typically shielded from liability absent independent wrongful, fraudulent or tortious acts.

**ALLEGATIONS OF DISPARATE TREATMENT PRECLUDED DISMISSAL OF SHAREHOLDER'S CLAIMS**

***Castle Vill. Owners Corp. v. Girardi*** Supreme Court, New York County

**COMMENT |** A recent reminder that a shareholder's allegations of disparate treatment may preclude a board's ability to benefit from the full breadth of protections afforded by the business judgment rule.

**CONTRACTOR'S PERFORMANCE BASED ON SPECIFICATIONS IS A DEFENSE AGAINST DEFECTIVE DESIGN**

***Titan Const. Servs., LLC v. Bd. of Mgrs. of PS 90 Condo.*** Supreme Court, New York County

**COMMENT |** If a contractor objects to the design specifications, boards should consider reviewing the specifications to prevent problematic outcomes.

**COURT UPHOLDS CO-OP'S ROOF ACCESS RIGHTS, DISMISSES PENTHOUSE OWNERS' CLAIMS**

***Siragusa v. 69 Murray Hous. Corp.*** Supreme Court, New York County

**COMMENT |** Supplemental agreements accompanying a proprietary lease will be read in conjunction with—and must confirm to—the terms of the lease.

**CO-OP'S EVICTION CASE FAILS OVER DEFECTIVE NOTICES**

***415 E. 12th St. Hous. Dev. Fund Corp. v. Duran*** Supreme Court, New York County

**COMMENT |** Co-ops and their attorneys should be mindful of the microscope that is on the landlord community, and strictly adhere to all technical requirements (e.g., notice and otherwise).

**COURT GRANTS MEDICAL DOCTOR SHAREHOLDER A YELLOWSTONE INJUNCTION PREVENTING LEASE TERMINATION DUE TO OWNERSHIP CONFUSION**

***Weintraub v. 791 Park Ave. Corp.*** Supreme Court, New York County

**COMMENT |** Boards and managing agents should be sensitive to the availability of historical records and the ability to rebut factual allegations.

**ACCESS DISPUTE RESULTS IN COURT ORDERED LICENSE SUBSTANTIALLY LESS ONEROUS THAN WHAT NEIGHBOR SOUGHT**

***The Bd. of Mgrs. of The 444 Humboldt St. Condo. v. Mancini 442 LLC*** Supreme Court, Kings County

**COMMENT |** Another reminder that access disputes may seem like good opportunities to "extract" something of value, but onerous demands often lead to less than desirable results.

**NEIGHBOR'S ATTORNEY ENTITLED TO ADDITIONAL FEES DUE TO FAILURE OF PARTY SEEKING ACCESS TO PROVIDE REQUIRED INFORMATION**

***Panasia Estate, Inc. v. 29 W. 19 Condo.*** Supreme Court, New York County

**COMMENT |** Neighbors who seek access through the courts should be mindful of their obligation to reimburse the parties from whom access is being sought, and should be prepared to provide required information without delay.

**BOARD'S DEFERENCE TO BOARD MEMBER RESPONSIBLE FOR LEAKS SUPPORTS UNIT OWNER'S BREACH OF FIDUCIARY DUTY CLAIMS**

***Kanayama v. Kesy LLC*** Supreme Court, New York County

**COMMENT |** Another reminder that boards have to act in the best interests of the building, and not necessarily in the best interest of individual board members or owners.

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**COURT SUSTAINS MOST OF CONDO BOARD'S CLAIMS AGAINST MANAGING AGENT**

***The Bd. of Mgrs. of 252 Condo. v. World-Wide Holdings Corp.*** Supreme Court, New York County

**COMMENT |** Courts are expanding their willingness to hold parties accountable for construction defects, and boards, sponsors and managing agents should take notice.

**STATUTE OF LIMITATIONS BARS CO-OP'S CLAIM THAT IT ALLOCATED ADDITIONAL SHARES TO OUTDOOR TERRACE SPACE**

***Southgate Owners Corp. v. Esposito*** Supreme Court, New York County

**COMMENT |** Adding insult to injury, the shareholder was also awarded attorneys' fees under the proprietary lease.

**CONDO ENTITLED TO INDEMNIFICATION BY CONTRACTOR FOR LABOR LAW CLAIM**

***Adaman v. Park 65th Assocs.*** Supreme Court, New York County

**COMMENT |** Another example of the importance of contractual indemnification provisions. This Firm represents several of the involved parties, but not in connection with this litigation.

**INSURANCE COMPANY'S NARROW READING OF ITS EXCLUSIONS REJECTED IN FAVOR OF THE CONDOMINIUM**

***178 Sullivan St. Condo. v. Seneca Ins. Co., Inc.*** Supreme Court, New York County

**COMMENT |** Boards should be reminded not to accept denials of coverage at face value and to push back on what appear to be obviously narrow interpretations designed to avoid liability.

**SHAREHOLDER'S NUISANCE AND BREACH OF WARRANTY OF HABITABILITY CLAIMS SURVIVE BOARD'S MOTION TO DISMISS**

***310 Apt. Corp. v. Merlino*** Supreme Court, New York County

**COMMENT |** This is a cautionary tale for boards that have issues arising from work performed by predecessor shareholders, raising questions about the extent to which a board should act and its liability for failing to do so.

**DEVELOPER DENIED ACCESS FOR FAILING TO DEMONSTRATE THE NECESSITY OF ACCESS BEING SOUGHT**

***E. 44th St., LLC v. Beaux Arts II LLC*** Supreme Court, New York County

**COMMENT |** A reminder for developers and adjacent owners alike. While failing to have approved plans and to clearly state the reasons access is required may prove fatal for the developer, adjacent owners should also be mindful that a decision denying access means a court will not award professional fees—so both parties had an incentive to work things out in court.

**ADJACENT OWNER'S LICENSE FEE SUBSTANTIALLY REDUCED BY COURT**

***Madison Ave Owner LLC v. The Bd. of Mgrs. of the 25-83 Condo.*** Supreme Court, New York County

**COMMENT |** Here we go again. A neighbor's demand for a high license fee results in a court-ordered reduction (by ~50%).

**CONDO BOARD NOT OBLIGATED TO SIGN UNILATERALLY MODIFIED PARKING SPACE LICENSE AGREEMENTS**

***551 W. 21st St. Owner LLC v. The Bd. of Mgrs. of the 551 W. 21st St. Condo.*** Supreme Court, New York County

**COMMENT |** Sponsors have a lot of authority, but unilaterally modifying documents (including altering the dimensions of parking spaces) is a bridge too far. Boards should always carefully review documents before they are signed, no matter who is making the demand.

**CO-OP BOARD NOT RESPONSIBLE FOR SHAREHOLDER'S FAILED SALE**

***Omansky v. 300-302 E. 119 St. HDFC*** Supreme Court, New York County

**COMMENT |** Plaintiff's bad facts should not distract from a board's responsibility to respond to reasonable requests for information in a timely manner.

**CO-OP BOARD'S HOUSE RULE STRUCK DOWN AS CONTRARY TO OFFERING PLAN AND FOR HAVING SINGLED OUT THE COMMERCIAL SHAREHOLDER**

***Atta v. 450 W. 31st Owners Corp.*** Appellate Division, First Department

**COMMENT |** Boards need to be mindful if changes to House Rules (or other governing documents) would substantially alter the status quo, let alone deny a shareholder the ability to continue to use space for an intended purpose.

**CLAIMS DISMISSED AGAINST CONDO SPONSOR BASED ON SPONSOR'S ASSURANCES THAT WERE NOT INCORPORATED INTO CONTRACT OF SALE**

***Yen v. First Realty Co., LLC*** Supreme Court, New York County

**COMMENT |** Purchasers of new construction condominiums should not rely on any representations or assurances unless they are included in the contract of sale or the offering plan—failing which they may not be enforceable.

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**CONDO ENTITLED TO DECLARATORY RELIEF FOR FUTURE FACADE WORK, NOT FOR PAST MODIFICATIONS**

***Bd. of Mgrs. of the Trump Palace Condo. v. Regency Ctrs., L.P.*** Supreme Court, New York County

**COMMENT** | While injunctions can be sought to halt unauthorized or hazardous construction work, claims for past modifications are limited to monetary damages.

**PLAINTIFF FAILED TO SHOW IRREPARABLE HARM FROM THE BOARD'S ALLEGED ILLEGITIMACY, ESPECIALLY WITH AN UPCOMING ELECTION**

***Perez v. The Bd. of Mgrs. of the Langston Condo.*** Supreme Court, New York County

**COMMENT** | Parties should be mindful of real-world, practical solutions before engaging in costly litigation.

**PLAINTIFF'S DUPLICATIVE CLAIMS DISMISSED AGAINST SPONSOR**

***Thomian Holdings LLC v. Cydonia W71 LLC*** Supreme Court, New York County

**COMMENT** | Claims for construction defects in condominium sales must be brought as breach of contract, not as tort, fraud, or consumer protection claims, and duplicative or unsupported claims will be dismissed.

**DEVELOPER'S CLAIM FOR ACCESS DISMISSED FOR FAILURE TO PROVIDE SUFFICIENT DETAIL TO ENSURE PROTECTION OF ADJACENT PROPERTY**

***HW Dev. 3, LLC v. Bd. of Mgrs. of the Art Deco Condo.*** Supreme Court, New York County

**COMMENT** | Courts require developers seeking access under RPAPL 881 to provide clear, specific, and sufficient protection plans for neighboring properties, and will order a hearing if those plans are incomplete or disputed

**ADJACENT OWNER ONLY ENTITLED TO CODE-COMPLIANT PROTECTIONS**

***550W21 Owner LLC v. The Bd. of Mgrs. of 120 Eleventh Ave.*** Supreme Court, New York County

**COMMENT** | Courts will impose reasonable license fees and require code-compliant protections, but will not mandate extra measures beyond building code requirements.

**CONTRACTOR ENTITLED TO PAYMENT FOR WORK PERFORMED BASED ON CONDO BOARD'S TERMINATION FOR CONVENIENCE**

***Murphy Kennedy Group LLC v. Bd. of Mgrs. of the St. Tropez Condo.*** Supreme Court, New York County

**COMMENT** | Contractual termination provisions may provide for different outcomes and should be carefully reviewed prior to undertaking any efforts to terminate a construction contract.

**CONDO'S DECISION TO LIMIT BOARD ELIGIBILITY TO INDIVIDUAL UNIT OWNERS PROTECTED BY BUSINESS JUDGMENT RULE**

***Vanderbilt Monroe LLC v. Bd. Of Mgrs. of Marbury Club Condo.*** Supreme Court, Westchester County

**COMMENT** | A board's act taken within the scope of its authority and taken in good faith to further a legitimate interest of the Condominium should typically be given deference.

# BBG Continues to Expand and Welcomes New Hires

The Firm has recently added the following attorneys and professional support staff:

**ISABELLA PISANI**

**Associate, Transactional Department**

Isabella joins BBG as an associate in the Transactional Department. Her practice involves negotiating commercial contracts and loan documents as well as representing clients in the purchase and sale of both single-family and multi-family properties, including condos and co-ops. She frequently reviews due diligence materials, prepares transactional and financing documentation, and assists with real estate closings.

**AMANDA B. ZIFCHAK**

**Associate, Litigation Department**

Amanda joins the firm as an associate in the Litigation Department. Her practice focuses on complex commercial and real estate disputes, including business tort, contract, and property actions. She handles all aspects of pretrial civil litigation and has extensive experience drafting dispositive motions and appeals in both state and federal court.

**New Hires - Professional Support Staff**

*The following individuals joined as professional support staff:*

**SIMONE JOHNSON,** Legal Secretary

**ANAS AL ZAYYAH,** Jr. Desktop Support Technician

# BBG Anniversaries

BBG would like to acknowledge and congratulate the following members of the BBG team who have been with the Firm for over 5 years and whose work anniversary dates fall in the months of July - September. As we reflect on these significant milestones, we express our sincere appreciation for their support, hard work, and unwavering commitment.

**David Skaller**, Partner & Co-Chair of Litigation Dept. – 36 Years

**Martin Heistein**, Partner & Co-Chair of Administrative Dept. – 33 Years

**Melvin Esser**, Paralegal – 29 Years

**Paul Kazanecki**, Legal Assistant – 25 Years

**Charleuan McDonald**, Legal Secretary – 25 Years

**Jaime Orellana-Borjas**, Office Services Clerk – 21 Years

**Timothy Sanabria**, Office Services Clerk – 21 Years

**Levonia White**, Legal Assistant – 21 Years

**Allison Lissner**, Partner – 12 Years

**Logan O'Connor**, Partner – 7 Years

**Ron Mandel**, Partner – 6 Years

**Aris Dutka**, Associate – 5 Years

# Popular Social Media Posts

**Sherwin Belkin** • 1st
Founding Partner at Belkin Burden Goldman, LLP
1mo •

As New York's multi family owners look across the regulatory landscape, more and more are coming to a single realization— it makes sense to explore escaping the rent stabilization system altogether.

Although the process can be daunting, analyzing the requirements and the possibility of a substantial rehabilitation or complete demolition of a rent stabilized building, may lead to a viable path out of this regulatory morass.

Belkin · Burden · Goldman, LLP
#housing #substantialrehabilitation #demolition

VIEW POST

**David Shamshovich** • 1st
Partner @ Belkin · Burden · Goldman, LLP | Co-Head of Tax Ex...
Book an appointment
1mo •

🧩 **485-x's Hidden Complexity: The Replacement Ratio That Can Reshape Your Unit Economics**

If your site had any dwelling units 3 years before Commencement, 485-x requires one-for-one replacement in the new project.

⚖️ **You must satisfy both**:
✅ the base 485-x requirement, and
✅ the replacement count.

The higher number sets your minimum affordable unit count.

🧱 **The Math**
**Base 485-x Requirement** (99 units) = 20% affordable → 20 units

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