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ATTORNEYS AT LAW



Lewis A. Lindenberg

PARTNER

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About

Lewis A. Lindenberg joined the firm as a Partner in 2003.

Mr. Lindenberg, practices as a trial attorney in the Firm's Litigation Department and is experienced in all areas of real estate litigation. He advises and represents clients involving disputes involving commercial and contract issues, commercial landlord/tenant, property and ownership with adjoining property owners, and cooperative and condominium disputes.

Mr. Lindenberg has litigated cases in the commercial part of the New York State Supreme Court and the Civil Court of the City of New York, the residential Landlord/Tenant Housing Courts, proceedings before the New York City Loft Board and Office of Administrative Trials and Hearings, matters representing Landlord/Creditors in the United States Bankruptcy Court in the Southern and Eastern Districts of New York and arbitration matters before the American Arbitration Association.

Mr. Lindenberg has lectured and provided seminars for Judges of the Civil Court involving Commercial Landlord/Tenant law, the New York City Lawyers Association, and the New York University's School of Continuing and Professional Studies.

Mr. Lindenberg is especially proud of several published State Supreme and Bankruptcy Court cases, where he successfully represented building ownership and created legal precedent. In the case entitled *Calvert v. Le Tam Realty Corp.*, the Court required that a Tenant's Yellowstone Injunction be conditioned upon future payments by the Tenant of "use and occupancy." In *313 West 57 Rest. Corp., v. 313 West 57th Associates*, the court recognizing the requirement to post a bond in a Yellowstone action and upon Tenant's default entered a judgment of ejectment resulting in removal of tenant from possession of premises. [Later affirmed on appeal]. In *61 West 62nd Owners Corp. v. Harkness Apartment Owners Corp.*, on behalf of the Cooperative, Mr. Lindenberg advanced the concept from the *La Tam* and *313 West* cases and convinced the Supreme Court that a Tenant's entitlement

Education

Juris Doctorate

University of New Hampshire
School of Law (f/k/a Franklin
Pierce Law Center)

BA

Boston University

- cum laude

Practice Areas

- Commercial Real Estate Litigation
- Landlord and Tenant Disputes
- Loft Law

Admissions

- New York
- US District Court for the Southern District of New York
- US District Court for the Eastern District of New York
- New York Supreme Court, Appellate Division, First Department
- US Supreme Court

Honors & Awards

- Super Lawyers®, New York Metro Area, Real Estate (2008 – 2011)

to a Yellowstone Injunction must not only be conditioned upon payment of “use and occupancy” but must also be conditioned upon the Tenant posting of a “substantial undertaking.”(Later affirmed on appeal) In the context of the Bankruptcy Court, in the matter of 2495 Broadway Supermarket, the Bankruptcy Court confirmed that the award of legal fees be extended to the prevailing landlord for legal fees incurred in the preparation of the Legal Fee Application.

Mr. Lindenberg has authored numerous article for the Real Estate Weekly and New York Real Estate Journal.