Bukhari v 235 W. 107th St. LLC
2026 NY Slip Op 30419(U)
January 30, 2026
Supreme Court, New York County
Docket Number: Index No. 166148/2025
Judge: Lyle E. Frank
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. LYLE E. FRANK** **PART** **11M**

Justice

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FLORENCE BUKHARI, SYED BUKHARI

Plaintiff,

- v -

235 WEST 107TH STREET LLC,GODDARD RIVERSIDE,

Defendant.

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INDEX NO. 166148/2025

MOTION DATE 12/15/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32

were read on this motion to/for INJUNCTION/RESTRAINING ORDER.

Upon the foregoing documents, the motion is granted in part, and the cross-motion is denied.

Background

Plaintiffs reside in an apartment building located at 235 West 107th Street, owned by Defendants. In 2022, Defendants informed Plaintiff that they intended to pursue a renovation of the apartments in the building and presented them with a temporary relocation agreement. Along with that agreement, Defendants emailed Plaintiff (the "September Email") a blueprint for the new unit that was described as the "proposed layout", with 209 square feet of space and two windows. Plaintiffs agreed to sign the temporary relocation agreement and move out of their old unit, Unit 201, in order for renovations to proceed. They moved into Unit 207, where they remain to date.

In 2025, the Defendants informed Plaintiffs that the renovation had been complete and asked them to move back into Unit 201. The renovated Unit 201 is smaller than 209 square feet and has only one window. Defendants sent Plaintiffs a return move notice that, in accordance

with the temporary relocation agreement, requires them to move back into Unit 201 within 15 days. Plaintiffs have refused to move back into Unit 201, as it does not match the Proposed Layout.

Plaintiffs filed this underlying proceeding in December of 2025, with a cause of action for breach of the warranty of habitability and claims for declaratory and injunctive relief. In this present motion, Plaintiffs move by order to show cause for an injunction requiring Defendants to refrain from renting out adjoining units, to cease from further alterations inconsistent with the Proposed Layout, and an order directing Defendants to reconfigure either Unit 201 or 207 to match the Proposed Layout. A temporary restraining order preventing the rental of the adjoining units was granted when the order to show cause was signed. Defendants oppose the motion and have cross-moved to vacate the TRO and for partial dismissal of the complaint. Plaintiffs have filed an amended complaint, asserting new claims sounding in fraud and breach of contract. Following oral argument on this motion, the signed OSC was amended to narrow the TRO's application to units 206 and 207.

Standard of Review

The granting of a preliminary injunction lies in the court's discretion and it is "an extraordinary provisional remedy which will only issue where the proponent demonstrates (1) a likelihood of success on the merits; (2) irreparable injury absent a preliminary injunction, and (3) a balance of equities tipping in its favor." *Harris v. Patients Med., P.C.*, 169 A.D.3d 433, 434 [1st Dept. 2019].

Discussion

As a preliminary matter, Defendants argue that the portion of Plaintiffs' OSC that requests a reconfiguration of Unit 201 to match the Proposed Layout should be denied on the

grounds that it requests the ultimate relief sought. Generally, the "ordinary function of a preliminary injunction is not to determine the ultimate rights of the parties, but to maintain the status quo until there can be a full hearing on the merits." *Spectrum Stamford, LLC v. 400 Atl. Tit., LLC*, 162 A.D.3d 615, 616 [1st Dept. 2018]. An injunction that grants the movant the ultimate relief sought "is only granted in unusual situations, where the granting of the relief is essential to maintain the *status quo* pending trial of the action." *Id.*, at 617. Here, the renovation of the new unit is part of the ultimate relief sought, and such an injunction would not maintain the status quo but rather alter it. Therefore, to the extent that the motion requests an order directing Defendants to conduct a renovation, it is denied. The analysis then becomes whether Plaintiffs have met their burden on the remaining preliminary injunction request, which seeks to restrain Defendants from renting out adjoining units, so that renovations can be made to conform with the Proposed Layout.

Plaintiff Has Established a Likelihood of Success on the Merits

Plaintiffs argue that they have shown a likelihood of success on the merits because they have shown that they are entitled to the Proposed Layout. Defendants argue in opposition that Plaintiffs are not entitled to the Proposed Layout under the terms of the temporary relocation agreement, and that generally a building tenant's remedy for a reduction in service is a proceeding at the DHCR. The standard for this prong of a preliminary injunction is "whether the proponent has tendered sufficient evidence demonstrating ultimate success in the underlying action." *1234 Broadway LLC v. West Side SRO*, 86 A.D.3d 18, 23 [1st Dept. 2011]. Here, Plaintiffs have provided the email from Defendants referring to the proposed layout. This would be an agreement separate from, although related to, the temporary relocation agreement. Therefore, whether there are terms in the temporary relocation agreement giving Plaintiffs a right

to the Proposed Layout is irrelevant to their ultimate success. Neither is the availability of a DHCR remedy relevant to whether Plaintiffs have a cause of action sounding in the breach of an agreement. Plaintiffs have established a likelihood of success on the merits.

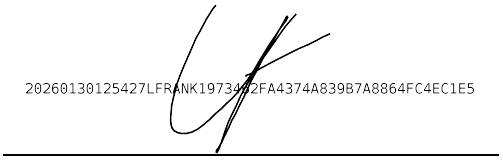
Plaintiffs Have Also Established Irreparable Harm and Balance of the Equities

Plaintiffs have also established irreparable harm and that the balance of the equities is in their favor. Regarding irreparable harm, once the currently empty units are leased out, renovations in order to comply with the Proposed Layout would be severely constrained. The loss of an apartment constitutes irreparable harm. *See, e.g., Bass v. WV Preserv. Partners, LLC*, 209 A.D.3d 480, 482 [1st Dept. 2022]. And while Defendants argue that the balance of the equities is in their favor due to the potential for a substantial loss of income and impact on the New York City housing crunch if the units in question are not rented out, the narrowing of the units in question as seen in the amended TRO sufficiently addresses these concerns. Therefore, Plaintiffs have satisfied all three prongs of the preliminary injunction test as regards the remaining requested relief. Because they have demonstrated entitlement to the remaining preliminary injunction, and amended the complaint, Defendants' cross-motion has been rendered moot and will therefore be denied on those grounds. Accordingly, it is hereby

ADJUDGED that the motion is granted in part; and it is further

ADJUDGED that the cross-motion is denied; and it is further

ADJUDGED, ORDERED, and DECLARED that pending resolution of this matter, Defendants are enjoined from renting out units 206 and 207 at 235 West 107th Street, New York, New York.



1/30/2026
DATE

LYLE E. FRANK, J.S.C.

CHECK ONE:		CASE DISPOSED			X	NON-FINAL DISPOSITION	
		GRANTED		DENIED	X	GRANTED IN PART	OTHER
APPLICATION:		SETTLE ORDER				SUBMIT ORDER	
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN				FIDUCIARY APPOINTMENT	REFERENCE