

140 E. 56th St. Condominium v Bosboom

2026 NY Slip Op 31809(U)

April 24, 2026

Supreme Court, New York County

Docket Number: Index No. 150696/2023

Judge: Ashlee Crawford

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. ASHLEE CRAWFORD PART 38
Justice
INDEX NO. 150696/2023
MOTION DATE 05/19/2023
MOTION SEQ. NO. 001

140 EAST 56TH STREET CONDOMINIUM, BY ITS BOARD OF MANAGERS,

Plaintiff,

- v -

DORLINE BOSBOOM, STEVEN DECRESCENZO, NEW YORK STATE DEPARTMENT OF LABOR, UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, JOHN DOE, and JANE DOE

Defendants.

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 43

were read on this motion to/for ORDER OF REFERENCE/REFERENCE TO COMPUTE

In this action, plaintiff seeks to foreclose on a condominium common charge lien filed against 140 East 56th Street, Unit 16D, New York, New York (Block 1310, Lot 1455)1. Plaintiff now moves for the appointment of a temporary receiver of the rents, issues and profits of Unit 16D pursuant to Real Property Law § 339-aa and Plaintiff’s bylaws. Unit owner defendants Dorline Bosboom and Steven Decrescenzo (“defendants”) oppose the motion.2

Plaintiff asserts that it is entitled to the appointment of a temporary receiver to collect fair market rent from the defaulting unit owners pursuant to Real Property Law § 339-aa and Article V, Sections 4-7 of the condominium’s by-laws. Plaintiff alleges that defendants have failed and

1 Plaintiff recorded the lien against Unit 16D in the sum of \$81,364.51 on December 22, 2022 (Recorded Common Charge Lien [NYSCEF Doc. 21]).

2 Defendants also own a commercial space in the condominium, Unit 1B, which is the subject of a separate action under Index. No. 160913/2022 (see Bosboom Aff. ¶ 2 [NYSCEF Doc. 2]; Pl.’s Reply at ¶ 4 [NYSCEF Doc. 33]).

refused to pay common charges due for the unit since March 1, 2018 in violation of the condominium's governing documents, and that defendants' continued refusal to pay "jeopardizes the conservation, maintenance, and preservation of the Condominium." Using 2024 comparable leases, plaintiff estimates the fair market rental value for the apartment, which is a 1,241 sq. ft., two-bedroom two-bathroom unit, to be \$5,750.00 (Galindo Aff. ¶¶ 4-6, 9-15 [NYSCEF Doc. 15]; Ulmann Aff. ¶¶ 19-20 [NYSCEF Doc. 16]; Comparable Leases [NYSCEF Doc. 25]).

In opposition, defendants argue that plaintiff has been in breach of its duties to maintain common areas and structures such as the waste systems, plumbing, water pipes, and outer façade and roofing, and that, as such, defendants are entitled to an off-set of any damages they may owe (Block Aff. ¶¶ 11-12 [NYSCEF Doc. 32]). Defendants further object to the amount of rent sought and the comparable leases submitted by plaintiff, arguing that their unit is worth substantially less given the "repeated sewage water, feces and other waste flooding, rodent and bug infestation, limited hot water and steam heat, and repeated flooding from the bathroom and terrace of the apartment above" (Bosboom Aff. ¶¶ 28-30). However, in the event that a receiver is appointed, they contend that any rents imposed must be conditioned on repair to the common areas (Block Aff. p. 4 at ¶ 3).

Discussion

Real Property Law § 339-aa provides that in a foreclosure action for an unpaid lien on common charges "the unit owner shall be required to pay a reasonable rental for the unit for any period prior to sale pursuant to judgment of foreclosure and sale, if so provided in the by-laws, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same." Moreover, Article V, Section 7 of the condominium by-laws provides that in a foreclosure action brought by plaintiff for unpaid common charges "the unit owner shall be

required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment, of a receiver to collect the same.” (NYSCEF Doc. 18 at 24 [Article V, Section 7 of the By-Laws]).

Upon review of the parties’ papers, the Court finds that plaintiff is entitled to the appointment of a temporary receiver (see Board of Mgrs. of Print. House Condominium v Mountbatten Equities, L.P., 217 AD3d 404, 404 [1st Dept 2023]; Board of Mgrs. of Honto 88 Condominiums v Red Apple Child Dev. Ctr., 202 AD3d 615, 615 [1st Dept 2022][same]), and has established that \$5,750.00 is reasonable monthly rent for the unit.

Defendants do not dispute the unpaid common charges and otherwise have not demonstrated that the appointment of a receiver would be inappropriate (see Article V, Section 4 of By-Laws [NYSCEF Doc. 18 at 22-23]; see also Heywood Condominium v Wozencraft, 148 AD3d 38 [1st Dept 2017][“dissatisfaction with the quantity or quality of maintenance or services” not grounds for withholding common charges under the condo’s bylaws]). Neither have defendants demonstrated that monthly rent of less than \$5,750.00 would be reasonable for their apartment (Galindo Aff. ¶ 16; NYSCEF Doc. 25[Comparable Leases]).

Accordingly, it is hereby

ORDERED that plaintiff’s motion for the appointment of a temporary receiver is GRANTED; and it is further

ORDERED that Tahanie Aboushi, Esq., having an office at 4922 4th Ave., Fl. 2, Brooklyn, New York 11220-1587, Tel: 212-391-8500, e-mail: tahanie@aboushi.com, is hereby appointed with the usual powers and directions of a Temporary Receiver for the benefit of Plaintiff of all the rents and profits now due and unpaid or to become due during the pendency of

this action and concerning the unit property known by the address as 140 East 56th Street, Unit 16D, New York, New York (Block 1310, Lot 1455); and it is further

ORDERED that the Temporary Receiver is authorized to take charge and, if necessary, enter into possession of the property; and it is further

ORDERED that Defendants Dorline Bosboom and Steven Decrescenzo or any other occupant of the premises shall pay to the Temporary Receiver the sum of **\$5,750.00** per month commencing **May 1, 2026**, and on the first of every month thereafter, and it is further

ORDERED that before entering her duties, the Temporary Receiver shall be sworn to fairly and faithfully discharge the duties committed to her and shall execute to the People of the State of New York and file with the Clerk of the Court an undertaking in the sum of **\$12,000.00** conditioned for the faithful discharge of the duties of Temporary Receiver; and it is further

ORDERED that the Temporary Receiver is hereby directed to demand, collect and receive from the occupants, tenants and licensees in possession of said premises, or other persons liable therefor, inclusive of the mortgagor, all the rents and license fees thereof now due or unpaid or hereafter that become fixed or due and the Temporary Receiver is authorized to institute and carry on all legal proceedings necessary for the protection of said premises or to recover possession of the whole, or any part thereof, and apply to this Court to fix reasonable rental value and license fee value and to compel the tenants and occupants to attorn to the Temporary Receiver; and it is further

ORDERED that the Temporary Receiver may institute and prosecute suits for the collection of rent, license fees and other charges now due or hereafter to become due and fixed,

and summary proceedings for the removal of any tenants or licensees or other persons therefrom; and it is further

ORDERED that pursuant to the General Obligation Law section 7-105, anybody holding any deposits or advances of rental as security under any lease or license agreement affecting space in the premises affected by this action shall turn same over to said Temporary Receiver within five (5) days after said Temporary Receiver shall be qualified; and thereupon the said Temporary Receiver shall hold such security subject to such disposition thereof as shall be provided in an Order of the Court to be made and entered in this action; and it is further

ORDERED that anybody in possession of same shall turn over to said Temporary Receiver all rent lists, orders, unexpired and expired leases, agreements, correspondence, notices and registration statements relating to rental spaces or facilities in the premises; and it is further

ORDERED that notwithstanding anything to the contrary contained in this order, the Temporary Receiver shall not, without the further, prior order of this Court, upon prior notice to the plaintiff, make improvements or substantial repairs to the property at a cost in excess of \$1,000.00, *except* that in an emergency, if funds need to be expended in excess of \$1,000.00 or would otherwise require Court intervention, no Court approval will be necessary if counsel for plaintiff agrees in writing that the receiver may make such disbursement; and it is further

ORDERED that the Temporary Receiver shall deposit all monies received by her into any FDIC-insured bank where she has an account for this purpose and such account shall show the name of this action and the Temporary Receiver shall furnish plaintiff's attorneys with monthly statements of the receipts and expenditures of the Receivership together with a photocopy of the monthly statements received from said depository and no withdrawals shall be

made therefrom except as directed by the Court or on a draft or check signed by the Temporary Receiver; and it is further

ORDERED that the Temporary Receiver is authorized from time to time to rent and lease any part of the premises for terms not exceeding one (1) year or such longer terms as may be required by applicable laws or regulations; to keep the premises insured against loss by damage or fire; to pay the taxes, assessments, water rates, sewer rates, vault rents, salaries of employees, supplies and other charges; to comply with all lawful requirements of any municipal department or other authority of the municipality in which the mortgaged premises are situated and to procure such fire, liability and other insurance as may be reasonably necessary; and it is further

ORDERED, that the tenants, licensees or other persons in possession of said premises attorn to the Temporary Receiver and pay over to the Temporary Receiver all rents, license fees, and other charges of such premises now due and unpaid or that may hereafter become due; and that the defendants be enjoined and restrained from collecting the rents, license fees and other charges of said premises from interfering in any manner with the property or its possession; and from transferring, removing or in any way disturbing and of the occupants or employees; and that all tenants, occupants, employees and licensees of the premises and other persons liable for the rents be and hereby are enjoined and restrained from paying any rent or license fees or other charges for such premises to the defendants, their agents, servants or attorneys; and it is further

ORDERED that the Temporary Receiver is prohibited from incurring obligations in excess of the monies in her hands without further Order of this Court or written consent of Plaintiff's attorney and Plaintiff may advance money, which can be recouped in this litigation; and it is further

ORDERED that the Owner turn over to the Temporary Receiver all rents collected from and after the date of this Order; and it is further

ORDERED that all persons now and hereafter in possession of said premises, or any part thereof, and not holding such possession under valid and existing leases or tendencies, do forthwith surrender such possession to the Temporary Receiver, subject to emergency laws, if any, and it is further

ORDERED that the Temporary Receiver after paying the expenses of the management and care of the said premises as above provided retain the balance of the monies which may come into her hands until the sale of the said premises under the judgment to be entered in this action and/or until further Order of this Court, and it is further

ORDERED that the Temporary Receiver, or any party hereto, may at any time, on proper notice to all parties who have appeared in this action, apply to the Court for further and other instructions or powers necessary to enable the Temporary Receiver to properly fulfill her duties or for interim fee payments; and it is further

ORDERED that the appointed named herein shall comply with Section 35a of the Judiciary Law, Sections 6401-6404 of the CPLR, Section 1325 of RPAPL and Rule 36 of the Chief Judge; and it is further

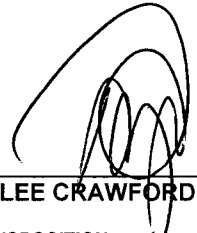
ORDERED that notwithstanding any other provision of this order, the Temporary Receiver shall not appoint an attorney, managing agent, appraiser, auctioneer or accountant without prior order of this Court, and that the receiver shall apply to the court and file a separate application for appointment of a managing agent, attorney or other managing services pursuant to 36.1 of the Uniform Court Rules; and it is further

ORDERED that plaintiff shall, within seven (7) days of entry of this order, serve a copy of this order with notice of entry upon all parties and upon Tahanie Aboushi, Esq., as Temporary Receiver; and it is further

ORDERED that all parties shall appear for oral argument on plaintiff's motion for partial summary judgment and the appointment of a referee (motion seq. 002) on June 16, 2026, at 10:15 AM in room 1166, 111 Centre Street, New York, New York.

This constitutes the decision and order of the Court.

4/24/26
DATE



ASHLEE CRAWFORD, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	REFERENCE