APPELLATE DIVISION OF THE SUPREME COURT OF THE STATE OF NEW YORK, FIRST DEPARTMENT

Shorehaven Homeowners Assn., Inc. v. Campbell

2026 NY Slip Op 02224 · No. Index No. 815987/23; Appeal No. 6337; Case No. 2025-04198 · Decided April 14, 2026

SUMMARY

The Appellate Division, First Department, affirmed an order disallowing publication costs and attorneys' fees sought from a homeowner after the homeowner paid the full arrears under a payment agreement. The court held that the homeowner's unconditional payment redeemed the property before the foreclosure sale and that acceptance of the arrears waived the right to continue the foreclosure sale. It also held that the motion was not moot merely because the foreclosure sale had been canceled.

CASE DETAILS

COURT	Appellate Division of the Supreme Court of the State of New York, First Department
WRITING FOR THE COURT	Moulton, J.P.; Friedman, J.; González, J.; Shulman, J.; Rosado, J.
JURISDICTION	New York Appellate Division, First Department
DECIDED	April 14, 2026
DOCKET	Index No. 815987/23; Appeal No. 6337; Case No. 2025-04198
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed from an order of Supreme Court, Bronx County, that partially granted defendant Sherese Campbell's motion and found that she was not obligated to pay $3,928.30 in publication and legal fees sought under plaintiff's common charge lien.
STANDARD OF REVIEW	Abuse of discretion as to the motion court's partial grant of relief; legal interpretation of the parties' unambiguous payment agreement de novo.
PRECEDENTIAL VALUE	Published appellate decision; the opinion states that it is uncorrected and subject to revision before publication in the Official Reports.
PARTIES	Shorehaven Homeowners Association, Inc. v. Sherese Campbell

TOPICS

foreclosure attorney fees mootness appellate procedure remedies

PRACTICE AREAS

real estate law foreclosure civil procedure appellate procedure attorney fees

QUESTIONS PRESENTED

1. Whether Campbell's unconditional payment of the full arrears before the foreclosure sale waived the plaintiff's right to continue the foreclosure sale.
2. Whether the payment agreement authorized the plaintiff to recover publication costs and attorneys' fees incurred after Campbell paid the arrears.
3. Whether cancellation of the foreclosure sale rendered Campbell's motion moot.

HOLDINGS

1. The plaintiff's acceptance without objection of Campbell's full payment of the arrears waived any right to continue the foreclosure sale.
2. The plaintiff was not entitled to recover the purported publication costs and attorneys' fees incurred after May 12, 2025.
3. Cancellation of the foreclosure sale did not render Campbell's motion moot.

KEY QUOTATIONS

> *"The equity of redemption, which long predates the RPAPL, allows property owners to redeem their property by tendering the full sum at any point before the property is actually sold at a foreclosure sale . . . An unconditional tender of the full amount due is all that is required (citations omitted)"* ([*1])

FACTUAL BACKGROUND

A final judgment of foreclosure and sale entered with a money judgment of $40,484.59, plus interest and other charges. After payments reduced the arrears, the parties executed a March 6, 2025 agreement requiring Campbell to pay the remaining balance in 24 monthly installments, but the agreement did not incorporate the homeowners association's bylaw provision authorizing collection of attorneys' fees and expenses and contained no comparable fees-and-costs provision. Campbell initially missed the first installment but then made payments totaling $22,788.57 and paid the full amount due under the agreement nearly two years ahead of schedule.

PROCEDURAL HISTORY

Supreme Court issued a December 12, 2024 final judgment of foreclosure and sale and money judgment. After Campbell paid the arrears under a March 6, 2025 payment agreement, plaintiff canceled the foreclosure sale and sought to recover additional publication and legal fees. Supreme Court disallowed those fees, and the Appellate Division unanimously affirmed.

DISPOSITION

affirmed

CASES CITED

- NYCTL 1999-1 Trust v. 573 Jackson Ave. Realty Corp., 13 N.Y.3d 573, 579 (2009), cert. denied, 561 U.S. 1006 (2010)
- City of New York v. Ring, 34 A.D.3d 218, 219 (1st Dep't 2006)

OPINION

Shorehaven Homeowners Assn., Inc. v. Campbell 2026 NY Slip Op 02224
PER CURIAM.
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The first installment was due on April 15, 2025, and the final installment would be due on January 15, 2027. Notably, plaintiff's by-laws were not incorporated by reference into the agreement, namely, Article 6.7 obligates a member (i.e<i>.</i>, Campbell) to pay attorneys' fees and expenses to collect unpaid assessments or in any action to foreclose on a lien. Nor did the agreement contain a comparable "fees and costs" provision to be triggered if defendant defaulted thereunder.</p> <p>Between April 1, 2025 and May 12, 2025, Campbell made eight installment payments totaling $22,788.57. Although Campbell missed her first April 15, 2025 payment deadline, she effectively cured this initial default by paying off the entire sum owed under the agreement nearly two years ahead of schedule.</p> <p>The Court of Appeals has made clear that "[t]he equity of redemption, which long predates the RPAPL, allows property owners to redeem their property by tendering the full sum at any point before the property is actually sold at a foreclosure sale . . . An unconditional tender of the full amount due is all that is required (citations omitted)" (<i>see NYCTL 1999-1 Trust v 573 Jackson Ave. Realty Corp.</i>, 13 NY3d 573, 579 [2009], <i>cert denied</i> 561 US 1006 [2010] [internal citations omitted]), and that is exactly what Campbell did. Accordingly, plaintiff's acceptance of the full amount of arrears without objection waived any right to continue the foreclosure sale.</p> <p>Moreover, given the unambiguous terms of the agreement, it was well within the motion court's discretion to partially grant Campbell's motion and disallow the purported publication costs and attorneys' fees incurred after May 12, 2025.</p> <p>Plaintiff's cancellation of the foreclosure sale did not render the motion via defendants' order to show cause moot. Had Campbell withdrawn her motion, plaintiff could have scheduled a new foreclosure sale (<i>see City of New York v Ring</i>, 34 AD3d 218, 219 [1st Dept 2006]).</p> <p>THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.</p> [*2] <p>ENTERED: April 14, 2026</p> </div> <div> <footer> <div> <p>Court Decisions</p> All Court Decisions Official Reports Service Bound Volumes Decision Search </div> <div> <p>Resources</p> RSS Feeds Style Manual Citation Tools Opinion Formatting & Privacy Guidelines Opinion Selection Criteria Legal Research Portal Site Index </div> <div> <p>About</p> About the Law Reporting Bureau About our Operations Contact Us Twitter </div> <div> <p>Quick Contact Info</p> <p>17 Lodge Street</p> <p>Albany, NY 12207</p> <p>Phone: (518) 453-6900</p> </div> </footer> </div> <div> <p>Links to or from other sites do not signify endorsement or relationship with them.</p> </div> </div>