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

Grand Manor Health Related Facility, Inc. v. Hamilton Equities, Inc.

85 A.D.3d 695 (1st Dep't 2011) · Decided June 30, 2011

SUMMARY

The New York Appellate Division, First Department affirmed an order granting a preliminary injunction protecting a residential health care facility from adverse action concerning its lease. The court held that the law of the case doctrine did not apply and found that the plaintiff established likelihood of success, irreparable harm, and a favorable balance of equities.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Per Curiam; Tom, J.P.; Saxe, J.; Catterson, J.; Moskowitz, J.; Acosta, J.
JURISDICTION	New York
DECIDED	June 30, 2011
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendants appealed from an order granting plaintiffs a preliminary injunction concerning the subject lease.
STANDARD OF REVIEW	Whether Supreme Court properly granted a preliminary injunction and whether the law of the case doctrine applied.
PRECEDENTIAL VALUE	Published appellate decision
PARTIES	Defendants v. Grand Manor Health Related Facility, Inc.

TOPICS

injunctions · landlord tenant · equitable relief · contracts · civil procedure

PRACTICE AREAS

real estate · landlord-tenant · civil procedure · equitable remedies · health law

QUESTIONS PRESENTED

1. Whether the law of the case doctrine barred Supreme Court from granting the preliminary injunction.

2. Whether plaintiff established the elements required for a preliminary injunction, including likelihood of success on the merits, irreparable harm, and a balance of the equities in its favor.

HOLDINGS

1. The law of the case doctrine was inapplicable because there was no evidence that Supreme Court purported to overrule or modify any prior Appellate Division order concerning the parties.
2. Plaintiff was entitled to a preliminary injunction because it demonstrated a likelihood of success on the merits, a danger of irreparable harm absent relief, and a balance of the equities in its favor.

FACTUAL BACKGROUND

Grand Manor Health Related Facility, Inc. operated a residential health care facility under a valuable leasehold and had more than 30 years of goodwill associated with its operation. Plaintiff sought and obtained a preliminary injunction preventing defendants from taking action against it concerning the lease, asserting that loss of the leasehold would cause significant permanent damage.

PROCEDURAL HISTORY

Supreme Court, Bronx County, entered an order on October 27, 2010, granting plaintiffs' motion for a preliminary injunction enjoining defendants from taking action against plaintiff with respect to the lease. The Appellate Division unanimously affirmed without costs.

DISPOSITION

affirmed

CASES CITED

- Kenney v City of New York, 74 A.D.3d 630, 630-631 (1st Dep't 2010)
- Nobu Next Door, LLC v Fine Arts Hous., Inc., 4 N.Y.3d 839 (2005)
- Concourse Rehabilitation & Nursing Ctr., Inc. v Gracon Assoc., 64 A.D.3d 405 (1st Dep't 2009)
- GFI Sec., LLC v Tradition Asiel Sec., Inc., 61 A.D.3d 586 (1st Dep't 2009)

OPINION

PER CURIAM.

Order, Supreme Court, Bronx County (Betty Owen Stinson, J.), entered October 27, 2010, which, inter alia, granted plaintiffs motion for a preliminary injunction enjoining defendants from taking any action against it with respect to the subject lease, unanimously affirmed, without costs.

The law of the case doctrine is inapplicable here, since there is no evidence that the motion court purported to overrule or modify any of this Court’s prior orders concerning the parties (see Kenney v City of New York, 74 AD3d 630, 630-631 [2010]).

The sole issue determined by the motion court was plaintiffs entitlement to a preliminary injunction; the court did not address any previously litigated issue regarding the parties' stipulated Yellowstone injunction.

We find that plaintiff demonstrated a likelihood of success on the merits. Plaintiff also established a danger of irreparable harm in the absence of the requested relief and a balance of the equities in its favor (see Nobu Next Door, LLC v Fine Arts Hous., Inc., 4 NY3d 839 [2005]). Without the injunction, plaintiff, which operates a residential health care facility, would be at risk of losing its valuable leasehold and incurring significant permanent damage to more than 30 years of hard-earned goodwill (see Concourse Rehabilitation & Nursing Ctr., Inc. v Gracon Assoc., 64 AD3d 405 [2009]; GFI Sec., LLC v Tradition Asiel Sec., Inc., 61 AD3d 586 [2009]).

We have considered defendants' remaining contention and find it without merit. Concur — Tom, J.P., Saxe, Catterson, Moskowitz and Acosta, JJ.