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As of: April 15, 2026 11:51 AM Z

## [Board of Mgrs. of Grandview Condominiums v. Medina](#)

Supreme Court of New York, Appellate Division, Second Department

January 28, 2026, Decided

2023-11589, 2023-11592 (Index No. 712427/19)

### Reporter

245 A.D.3d 878 \*; 247 N.Y.S.3d 480 \*\*; 2026 N.Y. App. Div. LEXIS 419 \*\*\*; 2026 NY Slip Op 00341 \*\*\*\*; 2026 LX 92043 2019.

[\*\*\*\*1] Board of Managers of Grandview Condominiums, Respondent, v Gustavo Medina, Appellant, et al., Defendants.

**Subsequent History:** As corrected through Wednesday, March 11, 2026.

**Prior History:** [Bd. of Managers of Grandview Condo. v. Medina, 2023 N.Y. Misc. LEXIS 19571 \(N.Y. Sup. Ct., Aug. 1, 2023\)](#)

### Core Terms

condominium, affirmative defense, unpaid, managing board, accrue

### Case Summary

#### Overview

#### Key Legal Holdings

- In a lien foreclosure action commenced July 18, 2019, against condominium owner Medina for unpaid common charges from 2005-2020, the Board established prima facie entitlement to summary judgment only for charges accruing on or after July 18, 2013, but failed to establish entitlement for pre-July 18, 2013 charges which were time-barred under the six-year statute of limitations.

#### Material Facts

- Medina owned a condominium unit in Grandview Condominiums, Queens.
- Board commenced lien foreclosure action July 18,

- Claims sought recovery of unpaid common charges from January 1, 2005 through time of motion.
- Medina asserted statute of limitations and laches defenses.
- Board submitted governing documents, deed, president's affidavit, payment records from 2005-2020, and recorded supplemental lien from April 16, 2019.

#### Controlling Law

- [Real Property Law § 339-z](#)(condominium lien for unpaid common charges), [Real Property Law § 339-aa](#) (lien foreclosure procedures), [CPLR 213\(2\)](#) (six-year statute of limitations for actions on contract).

#### Court Rationale

The appellate court applied the six-year statute of limitations under [CPLR 213\(2\)](#), recognizing that separate causes of action accrue for each monthly common charge with limitations running from when each became due. Since the action was commenced July 18, 2019, only charges accruing on or after July 18, 2013 were timely. The Board failed to establish prima facie entitlement to judgment on time-barred claims for charges accruing before July 18, 2013.

#### Outcome

#### Procedural Outcome

Orders modified on the law. As modified, the orders were affirmed.

### LexisNexis® Headnotes

Real Property Law > Common Interest  
Communities > Condominiums > Management

Real Property  
Law > Encumbrances > Liens > Nonmortgage Liens

## **HN1 Condominiums, Management**

Pursuant to [N.Y. Real Prop. Law § 339-Z](#), a condominium's board of managers, on behalf of the unit owners, has a lien on each unit for the unpaid common charges. [N.Y. Real Prop. Law 339-aa](#) provides that a condominium's board of managers may file the lien and that such lien may be foreclosed by suit authorized by and brought in the name of the board of managers, acting on behalf of the unit owners, in like manner as a mortgage of real property.

## **Headnotes/Summary**

### **Headnotes**

**Condominiums and Cooperatives — Common Charges and Special Assessments — Authority to Impose Charges — Submitted Bylaws, Deed, and Affidavit of Board's President — Limitation of Actions — Six-Year Statute of Limitations — Unpaid Monthly Condominium Charges — Separate Causes Accrued for Each Unpaid Charge**

**Counsel:** [\*\*\*1] Patrick C. Carroll, Carle Place, NY, for appellant.

Schneider Buchel LLP, Woodbury, NY (Ivana Garbowski and Mitchell J. Flachner of counsel), for respondent.

**Judges:** Dillon, J.P., Christopher, Ventura and McCormack, JJ., concur.

## **Opinion**

[\*878] [\*\*480] In an action to foreclose a lien upon a condominium unit for nonpayment of common charges, the defendant Gustavo Medina appeals from two orders of the Supreme Court, Queens County (Sally E. Unger, J.), both dated August 1, 2023. The first order, insofar as appealed from, granted those branches of the plaintiff's motion which were for summary judgment on

the complaint insofar as asserted against the defendant Gustavo Medina and dismissing that defendant's second and fifth affirmative defenses and for an order of reference. The second order, insofar as appealed from, granted the same relief to [\*\*481] the plaintiff and referred the matter to a referee to compute the amount due to the plaintiff.

Ordered that the orders are modified, on the law, by deleting the provisions thereof granting those branches of the plaintiff's motion which were for summary judgment on so much of the complaint [\*\*\*2] as sought to recover unpaid monthly common charges that accrued before July 18, 2013, insofar as asserted against the defendant Gustavo Medina and dismissing so much of that defendant's second affirmative defense as related to that portion of the complaint, and substituting therefor provisions denying those branches of the motion; as so modified, the orders are affirmed insofar as appealed from, with one bill of costs to the defendant Gustavo Medina.

The defendant Gustavo Medina is the owner of a condominium unit in Grandview Condominiums located in Queens (hereinafter the condominium unit). On July 18, 2019, the plaintiff, Board of Managers of Grandview Condominiums, commenced this action against Medina, among others, to foreclose a lien [\*879] upon the condominium unit for nonpayment of common charges. Thereafter, Medina interposed an answer in which he asserted, inter alia, affirmative defenses, including as his second affirmative defense, that the action was barred by the statute of limitations, and as his fifth affirmative defense, that the action was barred by the doctrine of laches. The plaintiff moved, among other things, for summary judgment on the complaint insofar as asserted against [\*\*\*3] Medina and dismissing Medina's second and fifth affirmative defenses and for an order of reference. Medina opposed the motion. In an order dated August 1, 2023, the Supreme Court, inter alia, granted those branches of the plaintiff's motion. On the same date, the court issued another order, among other things, granting the same relief to the plaintiff and referring the matter to a referee to [\*\*\*\*2] compute the amount due to the plaintiff. Medina appeals.

**HN1** Pursuant to [Real Property Law § 339-z](#), a condominium's board of managers, on behalf of the unit owners, shall have a lien on each unit for the unpaid common charges. [Real Property Law § 339-aa](#) provides that a condominium's board of managers may file the lien and that "[s]uch lien may be foreclosed by suit

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authorized by and brought in the name of the board of managers, acting on behalf of the unit owners, in like manner as a mortgage of real property."

In support of its motion, the plaintiff submitted, inter alia, the condominium's governing documents, including the bylaws, which provided for the assessment of common charges, Medina's deed, which stated that Medina's title is subject to, among other things, the requirements of the bylaws, an affidavit of the president of the plaintiff, which [\*\*\*4] stated that Medina had failed to remit all outstanding common charges owed from January 1, 2005, through the time of the motion, records to demonstrate the amounts of each monthly payment due and unpaid between 2005 and 2020, and a supplemental lien for unpaid common charges, which was recorded on April 16, 2019, pursuant to [Real Property Law §§ 339-z](#) and [339-aa](#). Based upon these submissions, the plaintiff established the validity of its authority to impose monthly common charges, the existence of the monthly common charges, Medina's failure to pay the charges, the validity of the lien, and the recording of the lien, which would permit a foreclosure (see [Board of Mgrs. of Brightwater Towers Condominium v Cheskiy](#), 109 AD3d 944, 945, 971 N.Y.S.2d 349 [2013]; see also [Board of Directors of Squire Green at Pawling \[\\*\\*482\] Homeowners Assn., Inc. v Bell](#), 89 AD3d 657, 658, 933 N.Y.S.2d 288 [2011]).

However, this action was subject to a six-year statute of limitations (see [CPLR 213 \[2\]](#)). Separate causes of action accrued [\*\*880] for each monthly common charge that was not paid, and the statute of limitations began to run on the date each monthly common charge became due (see *id.*; [Meadowbrook Farms Homeowners Assn., Inc. v JZG Resources, Inc.](#), 105 AD3d 820, 822, 963 N.Y.S.2d 300 [2013]; [Wells Fargo Bank, N.A. v Cohen](#), 80 AD3d 753, 754-755, 915 N.Y.S.2d 569 [2011]). Here, as the plaintiff commenced this action on July 18, 2019, the plaintiff established its prima facie entitlement to judgment as a matter of law on so much of the complaint as sought to recover unpaid monthly common charges that accrued on or after July 18, 2013, insofar as asserted [\*\*\*5] against Medina and dismissing so much of the second affirmative defense, which alleged that the action was barred by the statute of limitations, as related to that portion of the complaint. In opposition, Medina failed to raise a triable issue of fact. However, the plaintiff failed to establish its prima facie entitlement to judgment as a matter of law on so much of the complaint as sought to recover unpaid monthly common charges that accrued

before July 18, 2013, insofar as asserted against Medina and dismissing so much of Medina's second affirmative defense as related to that portion of the complaint (see [Bank of N.Y. Mellon v Mor](#), 201 AD3d 691, 694-695, 162 N.Y.S.3d 64 [2022]; [Wells Fargo Bank, N.A. v Cohen](#), 80 AD3d at 754-755).

Accordingly, the Supreme Court should have denied those branches of the plaintiff's motion which were for summary judgment on so much of the complaint as sought to recover unpaid monthly common charges that accrued before July 18, 2013, insofar as asserted against Medina and dismissing so much of Medina's second affirmative defense as related to that portion of the complaint.

Medina's remaining contention is without merit. Dillon, J.P., Christopher, Ventura and McCormack, JJ., concur.

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