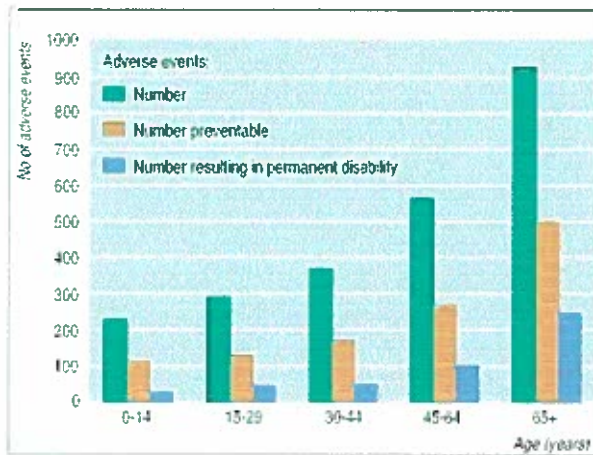


Figures and Tables



Figure

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51 A.D.3d 726, 858 N.Y.S.2d 300, 2008 N.Y. Slip Op. 04472
(Cite as: 51 A.D.3d 726, 858 N.Y.S.2d 300)

pellant.

Andrew M. Romano, Yonkers, N.Y. (Marc J. Bagan of counsel), for respondent.

ROBERT A. LIFSON, J.P., HOWARD MILLER,
MARK C. DILLON, and RANDALL T. ENG, JJ.

*726 In an action, inter alia, for a judgment declaring that the plaintiff has not violated the terms of a residential lease, the plaintiff appeals from an order of the Supreme Court, Westchester County (Smith, J.), dated August 28, 2007, which denied her motion for a *Yellowstone* injunction (see *First Natl. Stores v. Yellowstone Shopping Ctr.*, 21 N.Y.2d 630, 290 N.Y.S.2d 721, 237 N.E.2d 868).

olated the terms of the lease. Upon commencement of the action, the plaintiff also moved, by order to show cause, for a *Yellowstone* **302 injunction (see *First Natl. Stores v. Yellowstone Shopping Ctr.*, 21 N.Y.2d 630, 290 N.Y.S.2d 721, 237 N.E.2d 868). After the Supreme Court (Nastasi, J.) refused to grant the plaintiff a temporary restraining order staying the defendant from terminating her tenancy and tolling her time to cure the alleged default pending the hearing and determination of the motion, the requested temporary restraining order was granted by this Court. In the order appealed from, the Supreme Court (Smith, J.) subsequently denied the plaintiff's motion for a *Yellowstone* injunction, concluding that such relief was available only to commercial tenants, or to residential tenants who also own the shares designated for their cooperative units. We reverse.