EMOTIONAL SUPPORT ANIMALS IN NYC APARTMENTS

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EMOTIONAL SUPPORT ANIMALS IN NEW YORK CITY APARTMENTS

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By the way: YES! This is legal advertising. And we hope it works!

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I. INTRODUCTION

People always ask me if my next article is going to be landlord-centric or tenant-centric. While I like to think that all of my articles have benefits for both "sides" (indeed, while I don't like to think in terms of "sides" at all), well…this one's for the cats and dogs…and the folks who need them because of a mental health disability that prevents them from otherwise using and enjoying their apartments.

I love animals. In my home I have two 90-pound dogs (rescues), four cats (rescues), a feral cat that I feed who lives in a heated doghouse I built on the deck, a perpetually full bird feeder surrounded by sparrows, doves, mocking birds, cardinals, and blue jays, a busy squirrel feeder full of nuts (I name the squirrels), and a tiny "pond" I dug and filled with goldfish. My family thinks that I would be better suited to a farm upstate than a Brownstone in Brooklyn. Living with animals is something that humans have always done, and it is something that brings great comfort and joy if done correctly and responsibly.

There is a great deal of controversy and confusion as I write this article in the fall of 2016 regarding the law as it relates to requests by tenants to keep animals in "no pet" buildings on the basis that such animals are "Emotional Support Animals" (ESA's). Many landlords think that ESA's are the latest tenant end-run around no-pet rules.[1] It has also been asserted that the ESA movement undercuts the legitimacy of people living with disabilities who have well-trained Service Animals.[2] Those in favor of ESA's claim that, "Emotional support animals … have been shown to alleviate the symptoms of psychiatric disorders in some individuals and allow tenants the equal opportunity to use and enjoy their dwelling."[3]

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[1] See *More New Yorkers Turning to Emotional Support Animals to Fight Depression, Anxiety*, AMNY, 10/15/2015, Shelia Anne Feeney. http://www.amny.com/news/more-new-yorkers-turning-to-emotional-support-animals-to-battle-anxiety-depression-1.10968603.

[2] See *Pets Allowed* 10/20/2014 the New Yorker, Patricia Marx. This article is very funny and well researched. http://www.newyorker.com/magazine/2014/10/20/pets-allowed.

[3] Christopher C. Ligatti, No Training Required: The Availability of Emotional Support Animals As A Component of Equal Access for the Psychiatrically Disabled Under the Fair Housing Act, 35 T Marshall L Rev 139, 142 [2010] This law review article is awesome and a must read for any practitioner considering bringing a case in this area.

This article will:

(1) Define "Emotional Support Animal": particularly distinguishing an ESA from a Service Animal;

(2) Explain the law regarding pets in New York City apartments in general;

(3) Explore the Fair Housing Act and The New York State and City Human Rights Laws as they relate to Emotional Support Animals; and

(4) Suggest what a tenant needs to do in order to set up a strong legal claim to an Emotional Support Animal; Conversely, this will demonstrate to landlords what weak claims for an ESA looks like.

II. WHAT IS AN EMOTIONAL SUPPORT ANIMAL AND HOW IS IT DIFFERENT FROM A SERVICE ANIMAL?

An Emotional Support Animal is not a pet. **An Emotional Support Animal is a companion animal that provides therapeutic benefit to an individual with a mental or psychiatric disability**. An Emotional Support Animal is different from a service animal. Service animals are defined as animals that are individually trained to do work or perform tasks for people with disabilities. These tasks can include things like pulling a wheelchair, guiding a person who is visually impaired, alerting a person who is having a seizure. An Emotional Support Animal is an animal (typically a dog or cat) that provides a therapeutic benefit to its owner through companionship. The animal provides emotional support and comfort to individuals with psychiatric disabilities and other mental impairments.[4]

[4] https://www.animallaw.info/article/faqs-emotional-support-animals; Wisch, Rebecca (2013); "FAQs on Emotional Support Animals"; *The Animal Legal & Historical Center* Michigan State University College of Law (2015).

III. PETS IN NEW YORK CITY APARTMENTS IN GENERAL

Before we get to the Fair Housing Act and the State and City Human Rights Laws, let us look at a landlord's ability to enforce a no-pets clause in a lease. In general, even if there is a no-pets clause in a lease, if the landlord knows (or should know) about a pet in an apartment and three months goes by without the landlord taking legal action, then the pet can stay. This is commonly referred to as the "Three-Month Rule".

N.Y. Code § 27-2009.1 (Rights and responsibilities of owners and tenants in relation to pets) ("the NYC Pet Law") states:

> a. Legislative declaration. The council hereby finds that the enforcement of covenants contained in multiple dwelling leases which prohibit the harboring of household pets has led to widespread abuses by building owners or their agents, who knowing that a tenant has a pet for an extended period of time, seek to evict the tenant and/or his or her pet often for reasons unrelated to the creation of a nuisance. Because household pets are kept for reasons of safety and companionship and under the existence of a continuing housing emergency it is necessary to protect pet owners from retaliatory eviction and to safeguard the health, safety and welfare of tenants who harbor pets under the circumstances provided herein, it is hereby found that the enactment of the provisions of this section is necessary to prevent potential hardship and dislocation of tenants within this city.
>
> b. **Where a tenant in a multiple dwelling [three or more units] openly and notoriously for a period of three months or more following taking possession of a unit**, **harbors or has harbored a household pet or pets**, **the harboring of which is not prohibited by the multiple dwelling law**, the housing maintenance or the health codes of the city of New York or any other applicable law, **and the owner or his or her agent has knowledge of this fact**, **and such owner fails within this three month period to commence a summary proceeding or action to enforce a lease provision prohibiting the keeping of such household pets**, **such lease provision shall be deemed waived**.

> c. It shall be unlawful for an owner or his or her agent, by express terms or otherwise, to restrict a tenant's rights as provided in this section. Any such restriction shall be unenforceable and deemed void as against public policy.
>
> d. The waiver provision of this section shall not apply where the harboring of a household pet causes damage to the subject premise, creates a nuisance or interferes substantially with the health, safety or welfare of other tenants or occupants of the same or adjacent building or structure.
>
> [Emphasis supplied.]

Note that the Three-Month Rule only applies in Multiple Dwellings, buildings with three or more units. In *Linden Hill No. 1 v. Kleiner,* 124 Misc.2d 1001 (NYC Civ. Ct. Queens Cty 1984), the Court held that the Three-Month Rule applies to residential co-operatives.

The following cases interpret the NYC Pet Law. *Landmark Properties v. Olivo*, 5 Misc. 3d 18, (App. Term 2nd 2004) ("[L]andlord's prolonged toleration of the dog indicated that the lease's no-pet clause was not a substantial obligation of the tenancy.") *Park Holding Co. v. Emicke*, 168 Misc. 2d 133, (App. Term 1st 1996) ("Any waiver under the law is more properly limited to existing pets which are part of the household; it is not reasonably extended to future pets which were not yet in the premises … .").

In summary, a landlord waives the right to evict a tenant that has violated a pet restriction when the following elements are present:

- the animal has been harbored in a residential unit in an open and notorious manner;
- with the lessor's knowledge, or that of its officers, principals, agents, and/or employees; and
- a holdover proceeding has not been commenced against the unit's occupants within a THREE MONTH window period.

Remember that this waiver is ineffective if the pet is a nuisance, damages the premises, or "substantially interferes with the health, safety or welfare of other tenants or occupants of the same or adjacent building or structure."

IV. THE LAW APPLICABLE IN NEW YORK CITY REGARDING HOUSING DISCRIMINATION AND EMOTIONAL SUPPORT ANIMALS

There are three main statutes under which housing discrimination liability is created in New York City -- the federal Fair Housing Act ("FHA")[5] and the New York State and New York City Human Rights Laws ("HRL"). All prohibit discriminatory housing practices and are similar in most instances, except that the HRL creates more protected classes.

A. Fair Housing Act

1. FHA in General

The FHA[6] is a United States law intended to protect the buyer or renter of a dwelling from discrimination. Its primary prohibition makes it unlawful to refuse to sell, rent to, or negotiate with any person because of that person's inclusion in a protected class, including race, color, national origin, religion, sex, familial status, or handicap. The FHA is enforced by the United States Department of Housing and Urban Development's ("HUD") Office of Fair Housing and Equal Opportunity (FHEO) and HUD's Office of General Counsel.[7]

Individuals who believe they have experienced housing discrimination can file a complaint with FHEO at no charge.[8] Where a complaint is filed with FHEO, it will investigate and prosecute where appropriate. Victims of housing discrimination may instead go through the

[5] We are not going to be talking about the Americans with Disabilities Act, because that legislation applies only to Service Animals and does not apply as broadly to housing as the Fair Housing Act.

[6] The FHA was enacted as Title VIII of the Civil Rights Act of 1968, and codified at 42 U.S.C. 3601-3632, with penalties for violation at 42 U.S.C. 3631

[7] 42 U.S. Code § 3608; http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp.

[8] http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint.

courts rather than HUD and FHEO if they choose since there is a private right of action under the FHA that confers jurisdiction in the federal district courts.

A plaintiff may establish discrimination under the FHA under three theories: disparate treatment, disparate impact, and/or failure to make a reasonable accommodation. *Echeverria v. Krystie Manor, LP,* 2009 WL 857629 (EDNY 2009).

2. FHA and Reasonable Accommodation

Discrimination under the FHA includes "a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling." 42 USC §3604(f)(3)(B).

To prove that a housing provider or homeowners association failed to accommodate a disability reasonably, a plaintiff-tenant must prove the following things.

Tenant must prove that he or she suffers from a handicap within the meaning of FHA. The definition of "handicap" under the FHA is, "a physical or mental impairment that substantially limits one or more major life activities." 42 USC § 3602(h)(1). In *Durkee v. Staszak* 223 A.D.2d 984 (3rd Dept., 1996), although the petitioner did obtain a letter from a physician stating that "[a] forced separation of [the petitioner] from his dog for even a short period will adversely affect his mental health and result in a deterioration of his emotional condition," the complete absence of objective medical findings to support this conclusory opinion justified its rejection.

Tenant must prove that the defendant-landlord knew or reasonably should have known of the disability and that the requested accommodation may be necessary to afford "an equal opportunity to use and enjoy the dwelling". 42 USCA § 3604(f)(3)(B).

Tenant must prove that the accommodation is reasonable. As for reasonable accommodation, courts have found that allowing a disabled tenant to own a pet is, in general, a reasonable accommodation. "Implicit nonetheless in the text of the FHA is the understanding that while reasonable accommodations to achieve necessary ends are required, some accommodations may not be reasonable under the circumstances and some may not be necessary to the laudable goal of inclusion. The requirement of reasonable accommodation does not entail an obligation to do

everything humanly possible to accommodate a disabled person; cost (to the defendant) and benefit (to the plaintiff) merit consideration as well." *Bronk v. Ineichen*, 54 F.3d 425, 429 (7th Cir. 1995). AND

Tenant must prove that the landlord refused to make the accommodation. *Echeverria v. Krystie Manor,* LP, 2009 WL 857629 (US Dist. Ct. EDNY 2009); Dubois *v. Ass'n of Apartment Owners of 2987 Kalakaua*, 453 F.3d 1175, 1179 (9th Cir. 2005).

3. To establish a strong case for an ESA under the FHA the tenant must prove that the animal is necessary because of the handicap in order for tenant to use and enjoy the apartment.

To establish a strong case for an ESA under the FHA the tenant must prove that the animal is necessary because of the handicap in order for tenant to use and enjoy the apartment. There needs to be a, "direct linkage between the proposed accommodation and the 'equal opportunity' to be provided to the handicapped person. This requirement has attributes of a causation requirement." *Bryant Woods Inn v. Howard County, Maryland*, 124 F.3d 597, 604 (4th Cir. 1997).

In *Landmark Properties v. Olivo*, 5 Misc.3d 18 (9th & 10th Depts, 2004), a tenant failed to introduce sufficient evidence to establish his handicap and the necessity of keeping a dog to use and enjoy the apartment, and thus, failed to establish that he was entitled to keep the dog for therapeutic reasons as a reasonable accommodation pursuant to the Fair Housing Act; tenant submitted only the ambiguous statement of his physician that depressed people may benefit from having pets and notes from his medical records that he was anxious about possibly losing his dog.

4. Under the FHA Does an Emotional Support Animal Need Training?

Unlike a Service Animal, an Emotional Support Animal does not need any special training. *Overlook Mut. Homes, Inc.*, 666 F. Supp. 2d 850 (holding an ESA is a reasonable accommodation required under the FHA and does not require individual training).[9]

B. Human Rights Law

1. Human Rights Law in General

There is both a New York State[10] and New York City[11] Human Rights Law. We will refer to both interchangeably as the "HRL".

The HRL prohibits discriminatory housing practices by owners, brokers, and managing agents of residential and commercial properties on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital or familial status, and source of income.

Complaints of housing discrimination under the HRL may be investigated and prosecuted by the New York State Division of Human Rights and/or the New York City Commission on Human Rights. Plaintiffs can file administrative proceedings with the New York State or New York City Human Rights Division and/or Commission without cost to themselves. Such proceedings can result in compensatory and/or punitive damages.[12]

A plaintiff also has an option to file a state and/or federal complaint seeking a jury trial for compensatory and/or punitive damages. *Thoreson v. Penthouse Intern., Ltd.*, 80 N.Y.2d 490 (1992); *Sirianni v. Rafaloff*, 284 A.D.2d 447 (2nd Dept. 2001).

[9] See also 35 T. Marshall L. Rev. 139, Thurgood Marshall Law Review, Spring, 2010, *No Training Required: The Availability Of Emotional Support Animals As A Component Of Equal Access For The Psychiatrically Disabled Under The Fair Housing Act*, Christopher C. Ligatti, 2010.

[10] Article 15 of the Executive Law §§ 290-301.

[11] New York City, N.Y., Code § 8-107.

[12] http://www.nyc.gov/html/cchr/html/complaint/filing-complaint.shtml.

In housing discrimination cases under the HRL, remedies may include a "cease and desist" order, an "affirmative action" directive, a change of policy or practice, provision of services, compensation for emotional distress, punitive damages, and/or civil fines and penalties, among others. Exec. Law § 297(4)(c); *see also New York State Commission for Human Rights v. E. Landau Industries*, Inc., 57 Misc. 2d 918 (Sup. Ct. Westchester Cty. 1968). In housing discrimination cases under the HRL, violations of the state Human Rights Law may result in punitive damages in an amount up to only $10,000.00 as well as compensatory damages, which includes compensation for emotional distress; *Hill v. Airborne Freight Corp.*, 212 F.Supp.2d 59 (E.D.N.Y., 2002) for each aggrieved party.[13]

2. HRL and Reasonable Accommodations

To establish that a violation of the Human Rights Law with respect to an ESA occurred, plaintiff must show that:

- a reasonable accommodation should have been made,
- the complainants must demonstrate that they are disabled,
- they are otherwise qualified for the tenancy,
- because of their disability it is necessary for them to keep the animal in order for them to use and enjoy the apartment, and
- reasonable accommodations could be made to allow them to keep the animal. *Kennedy Street Quad, Ltd. v. Nathanson*, 62 A.D.3d 879 (2d Dep't 2009), *leave to appeal denied,* 13 N.Y.3d 714, (2009).

Making "reasonable accommodations" may mean that an owner is required to allow a disabled tenant to keep a pet in spite of a "no-pet" rule, where the pet assists the tenant in coping with her/his illness. *Echeverria v. Krystie Manor, LP*, 2009 WL 857629 (E.D. N.Y. 2009), (a landlord's refusal to let an apartment to a disabled person who had a companion dog could be a violation of the Fair Housing Act and the New York Human Rights Law.)

[13] *See* Exec. Law § 297(4)(c)(iii) and (iv); See also https://www.dnainfo.com/new-york/20160614/prospect-lefferts-gardens/how-emotional-support-animals-are-upending-no-pet-rules-nyc-buildings.

3. **To establish a strong case for an ESA under the HRL the tenant must prove that the animal is necessary because of the disability in order for tenant to use and enjoy the apartment**.

To establish a strong case for an ESA under the HRL the tenant must prove that the animal is necessary because of the disability in order for tenant to use and enjoy the apartment.

Kennedy Street Quad, Ltd. v. Nathanson, 62 A.D.3d 879 (2d Dep't 2009), *leave to appeal denied,* 13 N.Y.3d 714, (2009), is a VERY important case in this area. In *Kennedy*, the court held that:

> the complainants submitted evidence that the dog helped them with their symptoms of depression. Nonetheless, they failed to present any medical or psychological evidence to demonstrate that the dog was actually necessary in order for them to enjoy the apartment. Accordingly, the SDHR's determination was not supported by substantial evidence.

Also worthy of substantial attention here is *Matter of One Overlook Ave. Corp. v DHCR*, 8 A.D.3d 286 (2nd Dept. 2004), where the court held:

> To show that a violation of the Human Rights Law occurred and that a reasonable accommodation should have been made, the complainant must demonstrate that her son was disabled, that he was otherwise qualified for the tenancy, that because of his disability it was necessary for him to keep the dog in order for him to use and enjoy the apartment, and that reasonable accommodations can be made to allow him to keep the dog …Here, the complainant failed to demonstrate through either medical or psychological expert testimony or evidence that her son required a dog in order for him to use and enjoy the apartment. Accordingly, the respondent's determination was not supported by substantial evidence.

From these New York State appellate cases, we see that there has to be a solid demonstration made, via admissible evidence, that the animal is NEEDED, because of the disability, in order for the tenant to use and enjoy the apartment.

V. WHAT A TENANT NEEDS TO PREPARE, AHEAD OF TIME, TO SET UP A STRONG LEGAL CLAIM TO AN EMOTIONAL SUPPORT ANIMAL

From the review of the above statutes and cases and based upon my own experiences in this area, I will next recommend actions that a tenant may take when petitioning a board or landlord for a waiver of the no-pet policy.

A. Risk Analysis – are you sure you want to do this?

If you have ever worked with me, you know that there is no strategic case plan that does NOT include a Risk Analysis and Mitigation Plan. I find that most people neither assess nor deal with risk as systematically as they should. The risks of seeking to get an ESA are as follows, and should be carefully considered before embarking on such course of action.

Here's where I get preachy. Owning an animal is a tremendous responsibility – it is a commitment of time and resources that is akin only to that of having a child (I have a bunch of those as well, so I know.) An animal needs you for EVERYTHING – water, food, medical care, companionship, safety, exercise, fresh air, natural light. What's more, the pet will need you for these things for probably about a decade. My last Shepherd-Doberman rescue lived for twelve (12) years. Cats can live for two decades. Your relationship with your animal needs to be able to withstand changes in your personal life – a new job, a marriage, having children. Animals are really expensive. Think about it, is all I am saying.

Another "risk" of heading down the ESA road is that you will be forced to share that you have a mental disability (although you and your doctor do not need to describe what the mental disability is) with your managing agent, landlord, or board - people who you may be at odds with already. If the case goes to court, written evidence relating to your mental health will become part of a public record. While there is certainly no shame in having any disability, including but not limited to a mental health issue, it has simply been my observation that many of my clients are wary about this aspect of the process.

Finally, if you do not take my advice (below), and if you adopt the animal *before* taking the steps that I am suggesting here, you are risking losing the apartment or being forced to get rid of your pet.

All I ask of my clients is that they think through the hard stuff before they start down any legal road.

B. **Make sure the tenancy is not otherwise vulnerable**.

If you request an ESA and you are a free-market tenant, then the landlord might well end up simply refusing to renew your lease at the end of your lease term. Note that the landlord cannot refuse to do so based on your inclusion in a protected class, i.e. because you are disabled. The landlord may, however, attempt to concoct another legal reason for not renewing your lease, i.e. the landlord may state that he will only renew at a much higher rent. While I think that a landlord failing to renew a tenant who just asked for a reasonable accommodation is courting big trouble, I am pointing out that this is another front that those desirous of an ESA might be forced to do battle on.

If you are Rent Stabilized or a cooperative shareholder, I like to make sure that the tenancy is not vulnerable for some reason independent of the ESA request. If, for example, the tenant is having great difficulty affording the legal rent or the monthly maintenance, then I am less enthusiastic about asking for permission for an ESA.

C. **Document the disability and connect up why the animal is needed because of the disability for tenant to "use and enjoy the apartment**".

This step is vital. You MUST document the disability and connect up why the animal is needed because of the disability for tenant to use and enjoy the apartment.

The recent news stories footnoted in the beginning of the article speak of websites where you can answer some questions and get a letter from a therapist that you never met, which supposedly documents one's need for an ESA. My preference in these cases, however, is not to rely on such websites, but rather to have a tenant-client document the disability with preferably with some well-respected local therapist or doctor. In a perfect world, the therapist or doctor would be available to testify and an expert witness, if need be.

The letter documenting the disability should explain that the tenant/patient suffers from a disability within the meaning of FHA or HRL, although the letter does not have to disclose what that mental health disability is.

If you recall the *Kennedy* and *Overlook* cases discussed above, you will see that this is very important -- **The letter that seeks to establish the tenant/patient's need for an ESA must state that the requested accommodation is necessary because of the handicap to afford "an equal opportunity to use and enjoy the dwelling" (FHA language) and/or "because of their disability it is necessary for them to keep the animal in order for them to use and enjoy the apartment" (HRL language)**.

Your lawyer should discuss the tenant/patient's legal needs with the therapist or doctor via a telephone conversation, not an email or in writing, prior to the preparation of the letter. Written communications between lawyers and expert witnesses are subject to discovery under certain circumstances.

D. Ask first; adopt second -- maybe.

There is an argument to be made that it makes sense, in some buildings, to adopt a pet, keep it "openly and notoriously", i.e. do not hide the animal when traversing in common areas of the building with it, and hope the three months passes with no legal action. Based on the above-discussed Three-Month Rule, this would do the trick – tenant can keep the animal as a pet and not have to resort to any of this ESA stuff.

I am a bigger fan of asking first, and adopting second. I think this is both more respectful of one's landlord and neighbors and it also avoids an argument that we see landlords making in the above case law – that the tenant did not manifest the need for this accommodation until they got caught with an unauthorized animal, i.e. the ESA request is an afterthought, a fallback position, a lie.

Under the FHA, a claimant has to prove that a defendant knew or reasonably should have known of the disability and the defendant refused to make the accommodation. This typically would presume that tenant asked first, although a request for a reasonable accommodation can be made at any time.

E. **Watch out for the never ending interactive process**.

After your request for a reasonable accommodation is made, the landlord is required to enter into an interactive process with you, the tenant, to attempt to accommodate your needs.

In a 2004 Joint Statement by the Department of Justice and HUD addressing reasonable accommodations under the FHA, the agencies admonished housing providers to engage in an open discussion with disabled individuals to explore alternative accommodations where the requested one is unreasonable. The statement further reads:

> An interactive process in which the housing provider and the requester discuss the requester's disability-related need for the requested accommodation and possible alternative accommodations is helpful to all concerned because it often results in an effective accommodation for the requester that does not pose an undue financial and administrative burden for the provider. [14]

I have encountered the phenomena of the "interactive process" turning into a slow moving discussion with landlord that goes on forever and never seems to conclude. I would argue that this is a form of denial of tenant's request. Watch out for such a tactic.

F. **Choose a the right animal; "reasonable accommodation" means reasonable**.

The inclusion of the animal in your home should be a "reasonable" accommodation, which means that the animal needs to be a good neighbor – small is probably better than large. The pet cannot be dangerous, make a lot of noise, or cause odors. See the *Bronk* case above.

[14] *Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations Under the Fair Housing Act, May 17, 2004, found online at http://www.hud.gov/offices/fheo/library/huddojstatement.pdf (hereinafter "Joint Statement").*

VI. CONCLUSION

I never think that it is unreasonable to ask non-lawyers to engage with the law. Both tenants and landlords need to put effort into understanding the statutes and case law in this area, and both need to consider the needs of – each other, all the residents of a building, and the animals themselves. As usual in the modern era of NYC Housing, there are no easy answers.

I welcome your questions and comments.

ABOUT THE AUTHOR

Michelle Maratto Itkowitz is the owner of Itkowitz PLLC. She practices real estate litigation. Michelle has over twenty years of experience, and is best known for her work in the area of commercial and complex-residential landlord and tenant law in the City of New York. Michelle represents BOTH landlords and tenants and her core competencies include: Rent Stabilization and Rent Control, the Loft Law, Short-Term Leasing cases, Yellowstone injunctions, tenant buyouts, clearing buildings so that construction projects can go forward, and Rent Stabilization Due Diligence. She also is very experienced in general commercial litigation. See our Accomplishments section of Itkowitz.com to get an idea of the breadth of Michelle's work.

Michelle publishes and speaks frequently on legal issues in real estate. The groups that Michelle has written for and/or presented to include: Lawline.com; The Columbia Society of Real Estate Appraisers; LandlordsNY; Lorman Education Services; The Association of the Bar of the City of New York; The New York State Bar Association, Real Property Section, Commercial Leasing Committee; Thompson Reuters; The Cooperator; The New York State Bar Association CLE Publications; The TerraCRG Brooklyn Real Estate Summits; The Association of the Bar of the City of New York; BisNow; and SubletSpy.

Michelle regularly creates and shares original and useful content on real estate and law, including booklets, videos, and articles. She is frequently quoted in the press on a variety of real estate and legal issues. As the "Legal Expert" for LandlordsNY.com, the first social platform exclusively for landlords and property managers, Michelle answers member's questions, guest blogs, and teaches. Michelle recently developed a seven-part, eight-hour continuing legal education curriculum for Lawline.com entitled "New York Landlord and Tenant Litigation". Over 16,000 lawyers have purchased Michelle and Jay Itkowitz's earlier CLE classes from Lawline.com, and the programs have met with the highest reviews. Jay and Michelle are currently co-authoring a chapter on lease remedy clauses and guaranties for the New York State Bar Association, Real Property Section, Commercial Leasing Committee.

Michelle is immensely proud that Itkowitz PLLC was recently awarded its NYS Women Business Enterprise Certification by the Empire State Development Corp.

Michelle is admitted to practice in New York State and the United States District Court for the Southern District of New York. She received a Bachelor of Arts in Political Science in 1989 from Union College and a Juris Doctor in 1992 from Brooklyn Law School. She began her legal career at Cullen & Dykman.

There are many ways to keep up with Michelle. When Michelle tweets, which is not an obnoxious amount, she does so in an easy to understand manner about useful stuff regarding real estate, business, the legal industry, and organic herb gardening. Feel free to contact Michelle; she would be happy to speak to you.

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