

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
In the Matter of the Application of NEW YORK FOUNDATION
FOR SENIOR CITIZENS, GUARDIAN SERVICES INC.

As Guardian for

Index No.: 402682/05

Helena Rajewsky a/k/a Ilyana Rajewsky a/k/a Helen Rajewsky

**AFFIDAVIT IN
SUPPORT**

an Incapacitated Person
-----X

STATE OF NEW YORK
COUNTY OF NEW YORK

)
)SS.:
)

Liz Serrano-Rodriguez, being duly sworn deposes and says:

1. I am the property manager and managing agent of the Petitioner, 20-22 Prince LLC, landlord of the building known as 20 Prince Street a/k/a 20-22 Prince Street, New York, New York (the "Building"). Helena Rajewsky a/k/a Ilyana Rajewsky a/k/a Helen Rajewsky, the incapacitated person herein, resides as the tenant of record of Apartment 36 (the "Apartment") in the Building. As such, I am fully familiar with the facts as stated herein.

2. In my capacity as the property manager, I have access to, and am one of the custodians of, Petitioner's books, records, and files, including correspondence from tenants, in connection with the subject premises. It is Petitioner's custom and practice to keep such records, and such records are kept in the ordinary course of Petitioner's business. I am fully familiar with all of the facts and circumstances hereto by reason of my personal knowledge and review and examination of Petitioner's books, records and files.

3. This Affidavit is submitted in further support of movant-landlord's motion seeking leave to commence a nuisance holdover-summary proceeding against Helena Rajewsky a/k/a Ilyana Rajewsky

a/k/a Helen Rajewsky, the tenant of record of Apartment 36 at the subject building based on her nuisance conduct and the condition of her apartment, as discussed more fully herein.

4. At least two prior nuisance holdover summary proceedings have been commenced against Ms. Rajewsky. One was commenced in 2008 and the other in 2013, as detailed in the accompanying affirmation from movant-landlord's counsel. The landlord relied on the Article 81 guardian exercising its expanded powers to permanently address the nuisance conduct although the landlord was able to establish the non-curable nuisance conduct. Subsequently, the conditions had been abated to a certain extent although not completely corrected.

5. I have been the property manager for this building for approximately two years. In or about April 2015, I received several complaints from other tenants and occupants as to noxious odors emanating from Ms. Rajewsky's apartment and the landlord's management, employees, and/or contractors observed the same. I receive these complaints mostly from tenant on the same floor as Ms. Rajewsky.

6. I contacted Ms. Rajewsky's Article 81 guardian directly numerous times in writing and by telephone to address the nuisance conduct and the conditions of Ms. Rajewsky's apartment. Based on the lack of any communication or meaningful communication from her Article 81 guardian, the landlord was compelled to serve a Notice of Termination in December 2015 with a termination date in January 2016 on Ms. Rajewsky and her guardian, despite the landlord's efforts to avoid another proceeding.

7. The roach infestation in the apartment resulted in the landlord receiving a Class "B" HPD violation to abate the nuisance consisting of roaches in the entire apartment. This is despite the landlord having an exterminator go to the apartment regularly. At that time, Ms. Rajewsky quarreled with, and refused to give access to, the exterminator on a number of occasions and, on those occasions when access was provided, Ms. Rajewsky's conduct and the conditions of her apartment as described herein, prevented the exterminations from being effective.

8. Any attempts to discard the spoiled and rotten food and/or infested food by the landlord's management, employees, and/or contractors, on her behalf, for her health and safety and the health and

safety of other tenants in the building met with resistance in that Ms. Rajewsky took the food out of trash bags and put it back in her apartment. She would not cooperate and she did not want us to throw out the rotten and spoiled food.

9. Her conduct resulted in property damage, as a kitchen cabinet infested with roaches in her apartment had to be discarded and replaced due to the roach infestation in her apartment.

10. Additionally, Petitioner's employees and/or contractors were unable to commence repairs and/or correct violations in Ms. Rajewsky's apartment due to the noxious odors and roach infestation.

They refused to do the work in the apartment, because the conditions described above together with the noxious odors created a serious health and safety hazard and danger of disease.

11. After the service of the Notice of Termination in December 2015 with a termination date in January 2016, the Article 81 guardian arranged for a deep cleaning of Ms. Rajewsky's apartment and a home aide attendant. Due to the Article 81 guardian hiring a professional cleaning service and arranging for a home aide attendant, I, thereafter, relied on the Article 81 guardian exercise of its powers to permanently address Ms. Rajewsky's nuisance conduct although the landlord was able to establish her non-curable nuisance conduct.

12. To date, the landlord and landlord's management continue to receive complaints that there is an ongoing, recurring foul, pungent, noxious, disturbing and undesirable odor emanating from Ms. Rajewsky's apartment, permeating into the hallway, common areas, including the building lobby, neighboring apartments, and throughout the floors in the building.

13. Even as recently as today, a tenant sent me an email complaining that the hallways smell so bad that he literally almost threw up walking up the stairs. A copy of said email correspondence is annexed hereto as Exhibit "C".

14. Tenants in the building regularly complain about Ms. Rajewsky digging through the garbage on the public street and in the building and bringing items and discarded food back into her apartment, the unsanitary conditions of her apartment, and the roaches, vermin and other pests

originating from her apartment. Personal onsite visits and observations by me and the landlord's employees have confirmed the same.

15. Some tenants with apartments adjacent to Ms. Rajewsky's apartment have vacated and/or threatened to not renew their leases alleging it is due to her conduct and conditions of her apartment. Other tenants have complained about the recurring noxious odor which travels throughout the building from the lobby to the top floor.

16. Photographs of Ms. Rajewsky going through the building's garbage and the public street garbage are annexed hereto, collectively, as Exhibit "D".

17. Other tenants have mistaken Ms. Rajewsky for a homeless woman who roams the building's hallways due to her appearance, offensive and foul odor, and habit of going through the garbage and taking items and discarded food from the garbage. In addition to the above, complaints have been received that Ms. Rajewsky takes other tenants' mail.

18. As a result, the Landlord and the other tenant in the Building have been severely prejudiced by Ms. Rajewsky's conduct. Such conduct has been persistent over a substantial period of time – since at least 2008 - to the detriment of other tenants and occupants in the Building. It has also substantially interfered with their comfort and safety as well as caused an imminent danger of disease. This is so, despite her guardian apparently arranging for deep cleaning of the Apartment and home aide attendants for Ms. Rajewsky.

19. I have contacted the guardian several times throughout the two years that I have been the property manager for the Building with complaints. Yet, no matter what the guardian arranges, the conduct and conditions have continued. There have been plenty of times that my complaints and emails do not get a response.

20. As to the cleaning service and home aide attendants, the superintendent has been employed at the subject building for approximately 3 ½ months and he has observed 4 to 5 different home aide attendants for Ms. Rajewsky. During that time, the home aide attendants are seen standing in the hallway, because they do not want to go inside of Ms. Rajewsky's apartment due to the noxious odor, or they are talking on their cell phones sitting on the hallway stairways. This is all while Ms. Rajewsky's

apartment door is left wide open, causing the noxious odor from her apartment to travel throughout the floor hallway and building which makes the nuisance conduct worse.

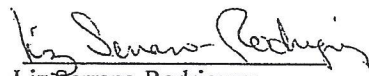
21. When her home aide superintendents have been in the hallways on their cellphones, the superintendent has observed Ms. Rajewsky inside her apartment alone cooking, unattended and unsupervised.

22. The superintendent has also stopped Ms. Rajewsky from going to the roof, unattended and unsupervised, while her home aide attendant was on their cell phones sitting on the hallway stairs. He informed the home aide attendant that he brought Ms. Rajewsky back to her apartment, at which time the home aide attendant was surprised and did not even know Ms. Rajewsky had left her apartment.

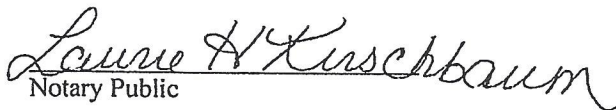
23. It is important to highlight to the Court that this Order to Show Cause is a result of a deep concern for Ms. Rajewsky as well as the other tenants and occupants in the Building. Clearly, Ms. Rajewsky requires much more extensive care and supervision than is being provided and the Article 81 guardian is able to provide.

24. Prior experiences with Ms. Rajewsky and her Article 81 guardian have taught the landlord that the only way that the rights of the other tenants and the landlord's rights will be addressed by Ms. Rajewsky's Article 81 guardian is by bringing a nuisance holdover summary proceeding. Short of that, Ms. Rajewsky's nuisance conduct and her apartment's conditions are not a concern, as the landlord has contacted the Article 81 guardian countless times as to Ms. Rajewsky's conduct and the condition of her apartment.

25. In light of the above, the movant-landlord's motion, herein, for leave to commence a nuisance holdover summary proceeding against New York Foundation for Senior Citizens, Guardian Services Inc. as Guardian for Ms. Rajewsky should be granted in its entirety.


Liz Serrano-Rodriguez

Sworn to before me
this 10 day of August, 2016


Notary Public

LAURIE H KIRSCHBAUM
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KI6062935
Qualified in Kings County
My Commission Expires November 04, 2018