

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

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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
an Incapacitated Person

AFFIRMATION IN
SUPPORT

Assigned to:
Hon. Kelly O'Neill-Levy

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Jainey Samuel, an attorney at law duly admitted to practice before all courts of the State
of New York, hereby affirms the following as true under penalties of perjury:

1. I am an associate of the firm of Daniels, Norelli, Cecere & Tavel P.C., attorneys
for the movant-landlord herein, 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.
2. Based upon a review of the files maintained by this office with respect to this
matter, I am fully familiar with the facts and circumstances set forth herein.
3. I make this affirmation in support of an order from this Court:
 - a. Granting movant-landlord 20-22 Prince LLC leave to commence a
nuisance holdover summary proceeding against New York Foundation for
Senior Citizens, Guardian Services Inc., as Guardian for Helena Rajewsky
a/k/a Ilyana Rajewsky a/k/a Helen Rajewsky, after the expiration of the
Notice of Termination, and
 - b. Granting such other and further relief as the Court may deem just and
proper.

4. The relief requested is necessary in order to safeguard the health and safety of Ms. Rajewsky, herself, and the other tenants and occupants in the Building, as well as the agents and employees of the Landlord, as detailed more fully in the accompanying affidavits of Liz Serrano-Rodriguez, the Landlord's property manager for the Building, and Wilson Brito, the Landlord's superintendent for the Building.

FACTUAL AND PROCEDURAL BACKGROUND

3. On September 20, 2005, the Commissioner of Social Services of the City of New York moved by Order to Show Cause and verified petition for the appointment of a guardian of the personal needs and property of Ms. Rajewsky.

4. In his Appointing Order, Justice Schoenfeld ordered and adjudged Ms. Rajewsky to be a person requiring the appointment of a guardian under Article 81 of the Mental Hygiene Law. New York Foundation for Senior Citizens, Guardian Services Inc. was appointed her Article 81 Guardian (hereinafter, "Article 81 Guardian"). A copy of the Order is annexed hereto as **Exhibit "A"**.

5. The Court found, at page 3 of the Appointing Order, that Ms. Rajewsky "is likely to suffer harm because of an inability to provide for her personal needs and property management and is unable to adequately understand and appreciate the nature and consequences of such inability..."

6. The Appointing Order, at page 8 thereof, provided, inter alia, that the Article 81 Guardian shall:

- (a) exercise the utmost care and diligence when acting on behalf of the incapacitated person;
- (b) exhibit the utmost degree of trust, loyalty, and fidelity in relation to the incapacitated person...

7. At page 11 of the Appointing Order, the Article 81 Guardian was charged with making decisions concerning the "personal needs" of the incapacitated person:

- (a) make decisions regarding the social environment and other social aspects of her life;
- (b) determine who shall provide personal care or assistance;
- (c) assess the needs for and obtain, arrange for and maintain the appropriate level of home care services, including but not limited to home care and visiting nurse services and regular apartment cleaning as needed;
- (d) assess the need for repairs and/or heavy duty cleaning(s) of the incapacitated person's apartment and arrange for same...

8. In 2008, the Landlord commenced a nuisance holdover proceeding in the Civil Court of the City of New York, County of New York against Ms. Rajewsky and her Article 81 guardian under Index no. 58235/08. In its Petition, the Landlord alleged, *inter alia*, that Ms. Rajewsky had maintained a nuisance at the building by reason of the filthy condition in which she maintained her apartment. As a result, Ms. Rajewsky had created a safety, fire, and health hazard for herself as well as other tenants in the Building.

9. The holdover proceeding was resolved by a so-ordered Stipulation of Settlement dated June 12, 2008 (the "Stipulation") entered into by the Article 81 Guardian and providing for a probationary period of twelve months. The probationary period under the Stipulation ended on June 12, 2009.

10. In 2013, the Landlord commenced another nuisance holdover proceeding in the Civil Court of the City of New York, County of New York against Ms. Rajewsky and the New York Foundation entitled 20-22 Prince LLC v. Helen Rajewsky, et al, Index No. 51910/13.

11. During that proceeding, an Order of the Article 81 Court was subsequently issued allowing landlord to restore the summary holdover proceeding against Ms. Rajewsky in or about September 2013. A copy of the Order is annexed hereto as **Exhibit "B"**.

12. During the same proceeding, the Article 81 guardian obtained expanded powers to hire a professional cleaning service, obtaining key access to your apartment, and arranging for the cleaning of your apartment. Movant respectfully refers the Court to its file to take judicial notice of the Court's order from 2013 in which the Court expanded the Article 81 guardian's powers.

13. The landlord, thereafter, 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. (Serrano-Rodriguez Aff. ¶ 4).

14. In or about April 2015, the landlord's management 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. (Serrano-Rodriguez Aff. ¶ 5).

15. The nuisance conditions compelled the landlord to serve a Notice of Termination in December 2015 with a termination date in January 2016, despite the landlord's efforts to avoid another proceeding by contacting 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 described herein. (Serrano-Rodriguez Aff. ¶ 6).

16. 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. (Serrano-Rodriguez Aff. ¶ 7).

17. 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. (Serrano-Rodriguez Aff. ¶ 8).

18. 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. (Serrano-Rodriguez Aff. ¶ 9).

19. 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, which created a serious health and safety hazard and danger of disease. (Serrano-Rodriguez Aff. ¶ 10).

20. After the service of the Notice of Termination in December 2015 with a termination date in January 2016, the 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, the landlord, thereafter, relied on the Article 81 guardian exercising its powers to permanently address Ms. Rajewsky's nuisance conduct although the landlord was able to establish her non-curable nuisance conduct. (Serrano-Rodriguez Aff. ¶ 11).

21. 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. (Serrano-Rodriguez Aff. ¶ 12).

22. Tenants in the building also regularly complain to the landlord 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 landlord's management and employees have confirmed the same. (Serrano-Rodriguez Aff. ¶ 14).

23. 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, as described herein. Other tenants have complained about the recurring noxious odor which travels throughout the building from the lobby to the top floor. (Serrano-Rodriguez Aff. ¶ 15).

24. The superintendent of the building must open all of the windows of the building to air out the odor in the building. A porter is assigned to mop Ms. Rajewsky's floor daily with scented floor cleaner to minimize the odor emanating from her apartment. In one week alone, the landlord had to purchase two bottles of Lysol floor cleaner as a result. (Brito Aff. ¶ 9).

25. Even as recently as August 10, 2016 and August 15, 2016, a tenant complained about the noxious odor emanating from Ms. Rajewsky's apartment. One tenant literally stated in her written complaint (with an email correspondence subject line of "URGENT: 20 Prince building smell") that she does "not feel safe inhaling whatever is making the air like this". Another tenant recently complained in writing that "the hallway smelled so badly that I literally almost threw up walking up the stairs just now (gagged the entire way up)." A copy of said email correspondence is annexed hereto as **Exhibit "C"**.

26. It is important to highlight that the written complaints are, indeed, not isolated, as the landlord, property manager, superintendent, and others on the landlord's staff received multiple verbal complaints from tenants and residents in the subject building mirroring the written complaints annexed hereto.

27. Photographs of Ms. Rajewsky going through the building's garbage and the public street garbage as well as trails of garbage leading to Ms. Rajewsky's apartment are annexed hereto, collectively, as **Exhibit "D"**. (Serrano-Rodriguez Aff. ¶ 16).

28. 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. (Serrano-Rodriguez Aff. ¶ 17)(Brito Aff. ¶ 10).

29. In addition to the above, complaints have been received that Ms. Rajewsky takes other tenants' mail. (Serrano-Rodriguez Aff. ¶ 17).

30. Upon information and belief, Ms. Rajewsky may be refusing to allow a cleaning or housekeeping service to assist in attempting to maintain her apartment in a sanitary condition (based on your affirmant's review of the Supreme Court file which it refers to Ms. Rajewsky's refusal to allow cleaning or housekeeping services in the subject premises) and/or the cleaning or housekeeping service is not properly or regularly maintaining her apartment.

31. The Notice of Termination served on Ms. Rajewsky and the Article 81 guardian, with an effective date of August 31, 2016 is annexed hereto as **Exhibit "E"**.

ARGUMENT

32. Simply put, Ms. Rajewsky continues to engage in a persistent pattern of conduct constituting a nuisance, substantially interfering with the comfort and safety of the other tenants and occupants in the Building and causing an imminent danger of disease in the Building. Specifically, Ms. Rajewsky has been frequently observed digging through garbage dumpsters on the public street and in the building's garbage and containers, bringing items from the garbage back into her Apartment, and storing rotted and spoiled food in her Apartment. The resulting unsanitary conditions give rise to an infestation of roaches, vermin, and other pests and Ms. Rajewsky's conduct causes an imminent danger of disease.

33. Several complaints have been received from tenants on the same floor as Ms. Rajewsky as well as tenants on different floors in connection with the offensive, foul smell emanating from Ms. Rajewsky's Apartment as well as roaches, vermin, and other pests coming from her Apartment. (Serrano-Rodriguez Aff. ¶¶ 12-15)(Brito Aff. ¶¶ 4-10). Attached as **Exhibit "C"** are copies of recent written complaints where tenants state that they are on the verge of vomiting and feel unsafe inhaling the air because of a serious concern that the noxious odors are detrimental to their health.

34. Some tenants with apartments adjacent to Ms. Rajewsky's apartment have vacated and/or threatened to not renew their leases due to her conduct and conditions of her apartment. (Serrano-Rodriguez Aff. ¶ 15).

35. The offensive, foul smell emanating from Ms. Rajewsky's Apartment travels throughout the building and it is present from the lobby to the top floor of the building. The superintendent must open the windows throughout the building as well as arrange for a porter to mop the hallways on Ms. Rajewsky's floor with scented floor cleaner daily in order to minimize the odor emanating from Ms. Rajewsky's Apartment. *Two bottles of Lysol were purchased in a one-week period alone to mop the hallway on Ms. Rajewsky's floor to minimize the noxious odor emanating from her apartment.* (Brito Aff. ¶¶ 8-9)(emphasis added).

36. Not only has Ms. Rajewsky's conduct caused a persistent offensive, foul odor throughout the Building and roach, vermin, and other pests to come into the Building, the Landlord has had to deal with other tenants' complaints, threats that they will not renew their leases, and threats that they will break their lease due to the conditions in Ms. Rajewsky's Apartment and her conduct described above. (Serrano-Rodriguez Aff. ¶¶ 12-15)(Brito Aff. ¶¶ 4-7).

37. 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 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. (Serrano-Rodriguez Aff. ¶ 18)(Brito Aff. ¶¶ 4-13). Ms. Serrano-Rodriguez has contacted the guardian several times throughout the two years that she has been the property manager for the Building with complaints. Yet, no matter what the guardian arranges, the conduct and conditions have continued. (Serrano-Rodriguez Aff. ¶¶ 12-19)(Brito Aff. ¶¶ 4-10).

38. 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. (Serrano-Rodriguez Aff. ¶ 20) (Brito Aff. ¶ 11). 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. (Brito Aff. ¶ 11). 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. (Brito Aff. ¶ 11).

39. When her home aide attendants have been in the hallways on their cellphones, the superintendent has observed Ms. Rajewsky inside her apartment alone cooking, unattended and unsupervised. (Brito Aff. ¶ 12).

40. 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. (Brito Aff. ¶ 13).

41. 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 for which the Landlord is obligated to provide a habitable living space. Clearly, Ms. Rajewsky

requires much more extensive care and supervision than is being provided and the Article 81 guardian is able to provide. (Serrano-Rodriguez Aff. ¶ 23)(Brito Aff. ¶ 14).

42. 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 Helena Rajewsky a/k/a Ilyana Rajewsky a/k/a Helen Rajewsky after the expiration of the Notice of Termination should be granted in its entirety.

43. 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 have not been a concern or they are too extensive for the Article 81 guardian to handle, as the landlord has contacted the Article 81 guardian countless times as to Ms. Rajewsky's conduct and the condition of her apartment. (Serrano-Rodriguez Aff. ¶ 24).

44. Clearly, Ms. Rajewsky requires more extensive care and supervision that a home aide attendant has and can provide and a purported regular cleaning service can assist with. The written complaints, photographs, and affidavits annexed hereto detail the results of Ms. Rajewsky's nuisance conduct has not only substantially interfered with the comfort and safety of tenants and residents as well as the landlord's employees but also has been causing an imminent danger of disease. (Exhibits "C" and "D").

45. Some tenants with apartments adjacent to Ms. Rajewsky's apartment have vacated and/or threatened to not renew their leases due to her conduct and conditions of her apartment. (Serrano-Rodriguez Aff. ¶ 15).

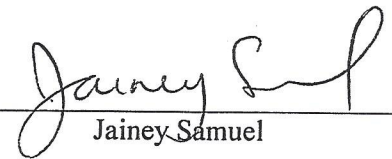
46. The landlord is compelled by its obligation to maintain a habitable living space for its other tenants and its right to exercise a landlord's rights under the Real Property Actions and Proceedings Law and the applicable rent control regulations to seek leave to commence a

nuisance holdover proceeding after the expiration of the Notice of Termination annexed hereto as **Exhibit "E"**.

47. No prior request for the relief sought in this Order to Show Cause has been previously made to this Court or any other Court since 2013, at which time landlord's application was granted. A copy of said Order is annexed as **Exhibit "B"**.

48. Accordingly, the landlord's motion must be granted in its entirety.

Dated: August __, 2016
Rego Park, New York


Jaimey Samuel

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

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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
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STATE OF NEW YORK)
COUNTY OF NEW YORK)SS.:
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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.

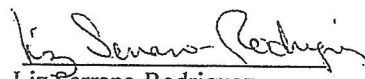
21. When her home aide superintendents have been in the hallways on their cellphones, the superintendent has observed Ms. Rajewsky inside her apartment alone cooking, unattended and unsupervised.

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.

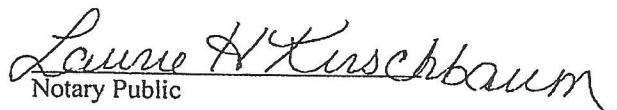
23. It is important to highlight to the Court that this Order to Show Cause is a result of a deep concern for Ms. Rajewsky as well as the other tenants and occupants in the Building. Clearly, Ms. Rajewsky requires much more extensive care and supervision than is being provided and the Article 81 guardian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

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

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In the Matter of the Application of NEW YORK FOUNDATION
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Helena Rajewsky a/k/a Ilyana Rajewsky
a/k/a Helen Rajewsky

AFFIDAVIT

an Incapacitated Person

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STATE OF NEW YORK
COUNTY OF NEW YORK

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)SS.:
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Wilson Brito, being duly sworn deposes and says:

1. I am the superintendent at the building located 20 Prince Street a/k/a 20-22 Prince Street, New York, New York 10012 (hereinafter, "building") owned by 20-22 Prince LLC (hereinafter, "Landlord"). I am fully familiar with all of the facts and circumstances herein.

2. I have been employed as the super of the subject building for approximately 3 ½ months. I am regularly at the building and I am in charge of the building's upkeep, cleaning, maintenance, and minor repairs. I am familiar with Helena Rajewsky a/k/a Ilyana Rajewsky a/k/a Helen Rajewsky, the tenant of record of Apt. 36 at 20 Prince Street a/k/a 20-22 Prince Street, New York, New York 10012 (hereinafter, "Tenant"), her conduct and her apartment's condition based on my personal interactions with her and her home aide attendants, my personal observations, and complaints from other tenants.

3. This affidavit is submitted in support of Petitioner's motion for an Order granting 20-22 Prince LLC, landlord of Helena Rajewsky a/k/a Ilyana Rajewsky a/k/a Helen Rajewsky, leave to commence a holdover nuisance proceeding against New York Foundation for Senior Citizens, Guardian Services Inc. as Guardian for Helena Rajewsky a/k/a Ilyana Rajewsky a/k/a Helen Rajewsky and for an order for other and further relief as the Court may deem just and proper.

4. To date, the landlord continuously receives 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, building lobby, neighboring apartments, and throughout the floors in the building. I have personally observed this noxious odor emanating from Ms. Rajewsky's apartment.

5. Tenants also complain that Ms. Rajewsky digs through the garbage, bringing items and discarded food back into her apartment. I have personally caught Ms. Rajewsky digging through the building's garbage. She actually took out the cardboard boxes and neatly placed them to the side in order to get to the actual garbage and discarded food thrown out by other tenants.

6. Her apartment is being kept in an unsanitary condition of her apartment. There have been complaints from other tenants that roaches, vermin and other pests originating from her apartment and going into their apartments.

7. 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.

8. The recurring noxious odor emanating from Ms. Rajewsky's apartment actually travels throughout the building from the lobby to the top floor.

9. In order to air out the building, I open all of the windows of the building. A porter is also assigned to mop Ms. Rajewsky's floor daily with scented floor cleaner to minimize the odor emanating from her apartment. In one week alone, the landlord had to purchase two bottles of Lysol floor cleaner as a result.

10. 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.

11. As to the cleaning service and home aide attendants, I have been the superintendent at the subject building for approximately 3 ½ months and I have 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.

12. When her home aide attendants have been in the hallways on their cellphones, I have observed Ms. Rajewsky inside her apartment alone cooking, unattended and unsupervised.

13. I also recently 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. I informed the home aide attendant that I brought Ms. Rajewsky back to her apartment and she tried to go to the roof. The home aide attendant was surprised and did not even know Ms. Rajewsky had left her apartment.

14. 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 for which the Landlord is obligated to provide a habitable living space. Clearly, Ms. Rajewsky requires much more extensive care and supervision than is being provided and the Article 81 guardian is able to provide.

15. 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.


Wilson Brito

Sworn to before me
this 16 day of August, 2016


Notary Public

LAURIE H KIRSCHBAUM
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KI6082935

Qualified in Kings County
My Commission Expires November 04, 2018

EXHIBIT "A"

061

RECEIVED
FEB 7 2006

At an IAS term, part 28,
of the Supreme Court of
the State of New York,
County of New York, at
the courthouse at 60
Centre St., New York,
N.Y., this 27 day of
~~November~~, 2005

JANUARY
2006

PRESENT: Hon. MARTIN SCHOENFELD
J.S.C.

In the matter of the application of
VERNA EGGLESTON, as the Commissioner of Social Services of the City
of New York,
for the appointment of a Guardian
of the Personal needs and Property
Management of

Index No. 402682/05

HELENA RAJEWSKY, a/k/a ILYANA RAJEWSKY
a/k/a HELEN RAJEWSKY,

a person alleged to be incapacitated.

ORDER AND JUDGMENT

FILED
FEB 02 2006
NEW YORK
COUNTY CLERK'S OFFICE

The petitioner, having commenced this proceeding
under Mental Hygiene Law Article 81 by order to show cause,
signed by this Court on Sept. 20, 2005, and a petition
verified on Aug. 2, 2005,

and this proceeding having come on to be heard on
Oct. 20, 2005,

and the petitioner having appeared by Clinton
Eubanks, Esq., of counsel,

and the alleged incompetent person having appeared
by Steven A. Neil, Esq., court-appointed attorney,

Helena Rajewsky, effective immediately, ~~and that the filing~~
~~of a bond is waived~~, CONDITIONED upon the guardian's filing

a designation with the Clerk to accept service of process as
required by MHL Sec. 81.26 ^{and filing a bond in the amount of \$40,000} and that the guardian will in all

things faithfully discharge the trust imposed upon it, obey
all the directions of the court in respect to that trust,
and make and render a true and just account of all money and
other property received pursuant to the authority granted
here; and it is further

ORDERED AND ADJUDGED that the guardian shall file
within 15 days of this date the required commission, oath
and designation ^{+ bond, if any} and it is further

ORDERED AND ADJUDGED that upon filing such
designation a commission in due form shall be issued by the
Clerk of the Court pursuant to MHL Sec. 81.27; and it is
further

ORDERED AND ADJUDGED that the guardianship shall
be for an indefinite period; and it is further

ORDERED AND ADJUDGED that the guardian may,
without prior authorization of this court, maintain or
defend any civil judicial proceeding which the incapacitated
person might have maintained or defended were she competent,
and it is further

ORDERED AND ADJUDGED that the guardian shall
maintain Helene Rajewsky in her home and not relocate her

without further order of this Court, pursuant to MHL Sec. 81.22; and it is further

ORDERED AND ADJUDGED that the authority of the guardian shall extend to all of the property of Helene Rajewsky, both real and personal; and it is further

ORDERED AND ADJUDGED that all persons are hereby directed and commanded to deliver to the guardian upon demand and presentation of a certified copy of the commission all of the property of Helene Rajewsky, of every kind and nature which may be in their possession or under their control; and it is further

ORDERED AND ADJUDGED that to the extent of the net estate available the guardian shall provide for the maintenance, support and personal wellbeing of the incapacitated person; and it is further

ORDERED AND ADJUDGED that the Guardian may, without prior authorization of the Court, make reasonable expenditures for the purpose of providing the incapacitated person with necessities or preserving her property; and it is further

ORDERED and ADJUDGED that the Guardian shall have the authority to retain counsel and/or an accountant, provided any fees paid to such counsel and/or accountant shall be subject to the approval of the Court; and it is

further *ordered and ADJUDGED That the Guardian shall commence an investigation into the activities of the IP's prior counsel, Ms. Bridgeswater, and may retain counsel and shall file a report with the Court as to their findings within 120 days*

ML

JSC

ORDERED and ADJUDGED that for the purpose of New York State Banking Law Secs. 9-i and 238, this Order shall be deemed a declaration of incompetence and no banking institution or savings bank shall impose any penalty for the repayment or early withdrawal of a time deposit prior to maturity; and it is further

ORDERED and ADJUDGED that any safe deposit box owned by the incapacitated person shall be opened by the Guardian in the presence of a representative of the bank, and the Guardian shall promptly file an inventory of the contents of the safe deposit box with the Court subscribed by all present and the Guardian shall not take possession of said contents without further order of the Court; and it is further

ORDERED and ADJUDGED that the Guardian may, without prior authorization of the Court, invest surplus funds in investments eligible by law for the investment of trust funds and may dispose of investments so made and reinvest the proceeds as so authorized. Except as herein provided, no investments shall be made by the Guardian other than pursuant to an order of the Court authorizing such investment. Nothing herein contained shall be deemed to limit the power of the Court to approve any investment made without its authorization, or to control the disposition of the property of the incapacitated person or investment or

reinvestment of her funds, or to make a new order respecting investments at any time; and it is further

ORDERED and ADJUDGED that the Guardian may not alienate, mortgage, or otherwise dispose of real property without the direction of the Court obtained upon proceedings taken for the purpose as prescribed in Real Property Actions and Proceedings Law Article 17, provided, however, that without instituting such proceedings, the Guardian may, with authorization of Court, lease real property for a term not exceeding five years and may, without further authorization of the Court, lease a primary residence for the incapacitated person for a term not to exceed three years, provided that the Court is informed of any leases entered into by the Guardian in its annual report to the Court; and it is further

ORDERED and ADJUDGED that the Guardian shall ascertain whether Helene Rajewsky has a prepaid funeral arrangement with sufficient funds, and if she does not and assets are sufficient, establish a burial fund for the payment of funeral expenses pursuant to Section 453 of the General Business Law and Section 141 (6) of the Social Services Law in such amount as the Guardian shall reasonably determine is appropriate; and it is further

ORDERED and ADJUDGED that upon the death of the incapacitated person, the Guardian shall have the authority

to pay for the reasonable funeral expenses of the incapacitated person; and it is further

ORDERED and ADJUDGED that upon the death of the incapacitated person, the Guardian shall have the authority to pay the bills of the incapacitated person which were incurred prior to her death, provided the Guardian would otherwise have had the right to pay such bills; and it is further

ORDERED and ADJUDGED that the Guardian shall have such authority as may be granted by any statute of the United States of America or the State of New York unless such statute specifically requires the permission of the Court before the exercise of the power granted therein; and it is further

ORDERED and ADJUDGED that pursuant to §81.20 of the Mental Hygiene Law the Guardian shall:

- (a) exercise only those powers that the Guardian is authorized to exercise by order of the Court;
- (b) exercise the utmost care and diligence when acting on behalf of the incapacitated person;
- (c) exhibit the utmost degree of trust, loyalty and fidelity in relation to the incapacitated person;
- (d) file an initial and annual reports in accordance with §81.30 and §81.31 of the Mental Hygiene Law;

(e) visit the incapacitated person not less than four times per year;

(f) afford the incapacitated person the greatest amount of independence and self determination with respect to property management and personal needs in light of the person's functional level, understanding and appreciation of her functional limitations, personal wishes, and preferences and desires with regard to managing the activities of daily living;

(g) preserve, protect and account for the incapacitated person's property and financial resources faithfully;

(h) determine whether the incapacitated person has executed a Will, determine the location of any Will and the appropriate persons to be notified in the event of the death of the incapacitated person, and, in the event of her death, notify those persons;

(i) at the termination of the appointment, deliver the property of the incapacitated person to the person legally entitled to it;

(j) File with the recording office of the county wherein Helene Rajewsky is possessed of real property an acknowledged statement to be recorded and indexed under the name of Helene Rajewsky, identifying the real property possessed by her, the tax map number of the property, and

stating the date of adjudication of incapacity of the person regarding property management and the name, address, and the telephone number of the Guardian; and

(k) perform all other duties required by law; and
it is further

ORDERED and ADJUDGED that pursuant to §81.21 of the Mental Hygiene Law, the Guardian shall have the authority to make the following decisions concerning the property management needs of the incapacitated person:

(a) Marshal income and assets, including but not limited to the following:

(i) All income, including but not limited to Social Security benefits and a pension from the Citibank N.A.,

(ii) Life insurance policies and IRAS;

(iii) Any money the Interim Guardian has marshaled or otherwise retains when its final account is judicially settled and it is discharged as Interim Guardian;

(b) pay such bills as may be reasonably necessary to maintain the incapacitated person;

(c) negotiate Medicare and Medicaid claims;

(d) pay the New York City Medical Assistance Program for care and treatment of the incapacitated person to the extent that the income and resources of the

incapacitated person exceeded the Medicaid eligibility level at the time such assistance was granted;

(e) authorize access to or release of confidential records;

(f) apply for government and private benefits, and it is further

ORDERED and ADJUDGED that pursuant to §81.22 of the Mental Hygiene Law the Guardian shall have the authority to make the following decisions concerning the personal needs of the incapacitated person:

(a) make decisions regarding the social environment and other social aspects of her life;

(b) determine who shall provide personal care or assistance;

(c) assess the need for and obtain, arrange for and maintain the appropriate level of home care services, including but not limited to home care and visiting nurse services and regular apartment cleaning as needed;

(d) assess the need for repairs and/or heavy duty cleaning(s) of the incapacitated person's apartment and arrange for same; *And if feasible the Guardian shall use DISASTER MASTERS, INC for the cleaning;*

(e) authorize access to or release of confidential records;

(f) apply for government and private benefits; and

(g) consent to or refuse generally accepted routine medical treatment decisions consistent with the findings herein pursuant to Mental Hygiene Law §81.15 and in accordance with the wishes of Helen Rajewsky, including her religious and moral beliefs, or if her wishes are not known and cannot be ascertained with reasonable diligence, in accordance with her best interests, including a consideration of the dignity and uniqueness of every person; the possibility and extent of preserving her life; the preservation, improvement or restoration of her health or functioning; the relief of her suffering; the adverse side effects associated with the treatment; any less intrusive alternative treatments; and such other concerns and values as a reasonable person in the incapacitated person's circumstances would wish to consider; and it is further

ORDERED and ADJUDGED that any power of attorney that Helene Rajewsky granted is hereby revoked; and it is further *to Christina Bridgewater, Esq., and any other persons;*

ORDERED and ADJUDGED that the compensation to the Guardian shall be calculated in accordance with the Mental Hygiene Law, provided that such compensation shall be paid in accordance with Section 2307 of the SCPA and include any *taking into account § 473-d Subsection 3(d) of the Social Services Law* payment claimed for its actions as interim guardian; and it is further

ORDERED and ADJUDGED that upon the proper submission of an affidavit of services rendered and a request for compensation, along with Form ⁸⁷⁵~~830~~, Main Street Legal Services, Inc., shall be paid \$ 500^x from the estate of Helene Rajewsky as and for services as Court Evaluator; and it is further

ORDERED and ADJUDGED that upon the proper submission of an affidavit of services rendered and a request for compensation, along with Form ⁸⁷⁵~~830~~, the attorney for Helene Rajewsky, Steven A. Neil, Esq., shall be paid \$ 2700^x from the estate of Helene Rajewsky for services rendered as counsel, and it is further

ORDERED and ADJUDGED that the Guardian shall file, pursuant to MHL Sec. 81.30, no later than 90 days after the issuance of the commission, the initial report in the form prescribed by the Court with proof of completion of the Guardian's education requirements with the Office of the Court Examiner, located at New York County Supreme Court, 60 Centre Street Room 201B, New York, N.Y. 10007, ^{646 386}(212) 374-³¹²⁰~~1818~~, and serve a copy of the initial report on the Court Examiner by regular mail; and it is further

ORDERED and ADJUDGED that the Guardian, upon the submission of the initial report shall attach a signed copy of the appointing Order; and it is further

ORDERED and ADJUDGED that upon the Guardian's failure to file the initial report within 90 days of the issuance of the commission, the Court Examiner shall serve the Guardian with a demand letter by certified mail, and upon the Guardian's failure to comply, move the Court by Order to Show cause to remove the Guardian; and it is further

ORDERED and ADJUDGED that the Guardian shall file each May in the Office of the Court Examiners, currently at 60 Centre Street, Room 201B, New York, N.Y., the county in which the incapacitated person last resided before the appointment of the Guardian, an annual report in the form required by MHL Sec. 81.31; *and mail a copy to the court examiner* and it is further

ORDERED and ADJUDGED that the attorney for Petitioner VERNA EGGLESTON, as Commissioner of Social Services of the City of New York, shall serve a copy of the Petition, other pertinent pleadings, and the Court Evaluator's report on the Guardian; and it is further

ORDERED and ADJUDGED that the attorney for Petitioner VERNA EGGLESTON, as Commissioner of Social Services of the City of New York, shall serve a copy of the Petition, other pertinent pleadings, and the Court Evaluator's report upon the designated Court Examiner by first class mail; and it is further

ORDERED and ADJUDGED that the Guardian shall serve a copy of its commission as well as the initial report, annual accounts, and the final accounts (when necessary) upon the designated Court Examiner by first class mail; and it is further

ORDERED and ADJUDGED that no annual commissions are to be taken until the Court Examiner reviews the account, ^{if it's approved by the court} and it is further

71
35C
ORDERED and ADJUDGED that pursuant to Section 81.16(c)(3) of the Mental Hygiene Law, notice of all further proceedings with regard to this matter shall be given to the incapacitated person, her Guardian, ~~the Court evaluator~~ ^{the court} ~~Court appointed counsel for the incapacitated person, VERNA EGGLESTON, as Commissioner of Social Services of the City of New York, by her attorney, MICHAEL A CARDOZO, Corporation Counsel, by RICHARD O'HALLORAN, General Counsel, Clinton Eubanks, of Counsel, 180 Water St., 17th Fl. New York, N.Y..~~ ^{NYC Dept of Social Services, Office of Litigation} ~~the surety.~~ 10038; the Court Examiner, and any other interested party entitled to notice; and it is further

ORDERED and ADJUDGED that pursuant to MHL Sec. 81.16(e), a copy of this order and judgment shall be personally served upon and read to Helene Rajewsky, the incapacitated person by the guardian, and it is further

ORDERED and ADJUDGED that

Stephen Mahler, with offices at
125-10 Queens Blvd Suite 311 Kew Gardens,
NY 11415
telephone number 718 268-6000, is appointed Court Examiner
pursuant to MHL Sec.81.32(b) and is assigned to examine the
initial and annual reports of the Guardian; and it is
further

[Signature]
J.S.C.

ORDERED and ADJUDGED that no portion of the
Guardianship Estate shall be transferred to any person,
Court or entity without an order of this Court; and it is
further

ORDERED and ADJUDGED that the Guardian, before
taking possession of any personal property other than that
above-mentioned, shall file an application to the Court to
fix the bond, approved by a Justice of this Court pursuant
to Article 82 of the Mental Hygiene Law; and it is further

ORDERED and ADJUDGED that if the initial or annual
report sets forth any reasons for a change in the powers
authorized by the Court, the guardian shall make application
within 10 days of the filing of such report for a change in
powers on notice to the persons entitled to such notice; and
it is further

ORDERED and ADJUDGED that in the event of the
death of the incapacitated person, the Guardian shall move

for judicial settlement of the final account within 60 days thereafter; and it is further

ORDERED and ADJUDGED that if during the pendency of this proceeding, care and treatment for the incapacitated person is paid for by the New York City Medical Assistance Program, the Guardian is ordered to repay the Medicaid program for funds so expended to the extent that the income and resources of the incapacitated person exceeded the Medicaid eligibility level at the time such assistance was granted; and it is further

ORDERED and ADJUDGED that any appointee herein shall comply with the applicable fiduciary rules, Parts 25 and 36 of the Rules of the Chief and Section 35-q of the Judiciary Law, by filing the appropriate forms with the Fiduciary Clerk and no fee shall be paid to such appointee until such appointee has filed UCS Form ⁸⁷⁵~~820~~ with the Court.

It is ordered and adjudged that upon court appointment as a Guardian for personal needs or property management, prior to judgement, a Notice of Pendency must be filed if real property or interest therein is or may be affected by the proceeding.

— Ordered & Adjudged that pursuant to §1-39 MHL, no later than 90 days after the issuance of a commission the Guardian of the person & property shall complete a training program approved by the Chief Administrator of the courts & obtain proof that the training was completed; and it is further

Ordered that the guardian shall pay the bond premiums from the funds of the incapacitated person to the surety or its agent with 60 days (sixty) days after qualifying, and it is further

Ordered that the guardian of the property shall pay the renewal premium from the funds of the incapacitated person to the surety or its agent within 60 (sixty) days after the bond renews, and it is further

Ordered that the surety and its agent may bring a motion in this Court to collect unpaid premiums if the guardian of the property fails to pay the bond premiums timely and it is further

FILED

FEB 02 2006

NEW YORK
COUNTY CLERK'S OFFICE
Enter

J.S.C.

EXHIBIT "B"

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

INDIVIDUAL ASSIGNMENT PART 18

ASSIGNMENT *Order*

Index No 402682/05

Mat Cal No

Date 9/12/13

Can #011
IN RE HELENA RAJEWSKY
by N.Y. FOUNDATION,
9/14/13

IT IS HEREBY STIPULATED AND AGREED by and between the below named attorney(s) as follows

(1) 20-22 PRINCE LLC ORDER TO SHOW CAUSE IS
granted to the limited extent of ~~permitted~~ permitting
20-22 Prince to commence a housing court case
nunc pro tunc, captioned 20-22 Prince LLC
v Helena Rajewsky and The N.Y. Foundation,
[N.Y. Co. INDEX LET 05/9/10/13], MOVANT MAY RESTORE
the AFORESAID Housing Court case.

(2) ~~Either party may restore this proceeding if there
are any issues that this Court needs to address.~~

FILED

RECEIVED

SEP 12 2013

SEP 18 2013

NEW YORK

CLERK'S OFFICE

Guardianship and Fiduciary
Support Office

Date:

9/12/2013

Rose + Rose
David P. Hersh
Attorney for Plaintiff

MOVANT -
LANDLORD

So Ordered,

L. E. Wilkins
Attorney for Defendant

RESPONDENT
(WARD H.R.)

ENTERED

Lottie E. Wilkins

Attorney for Defendant

EXHIBIT "C"

Jainey Samuel

From: Liz Rodriguez <lrodriguez@9300realty.com>
Sent: Wednesday, August 10, 2016 9:50 AM
To: Jainey Samuel
Cc: Kimberly Sholomon
Subject: FW: Hallways 20 Priince Unit 15

Cordially,
Liz Serrano-Rodriguez
9300 Realty Management Inc.
Property Manager
632 Broadway, 7th Floor
New York, N.Y. 10012
Tel: (212) 228-9300 ext. 250
Fax: (212) 982-0391
EMAIL:lrodriguez@9300realty.com

From: CHASE WALSH [<mailto:chasewalsh@gmail.com>]
Sent: Wednesday, August 10, 2016 8:09 AM
To: Liz Rodriguez; Walsh, Kailey
Subject: Hallways

Hi Liz,

The hallways smelled so badly that I literally almost threw up walking up the stairs just now (gagged the entire way up). I know the heat makes it difficult, but there should be fans or something to help with the stench.

Also, I noticed there are no floor mats in the entrance and its expected to rain today.

Thanks,
Chase

Jainey Samuel

From: Liz Rodriguez <lrodriguez@9300realty.com>
Sent: Monday, August 15, 2016 3:06 PM
To: Jainey Samuel
Subject: FW: URGENT: 20 Prince building smell

Follow Up Flag: Follow up
Flag Status: Flagged

Cordially,
Liz Serrano-Rodriguez
9300 Realty Management Inc.
Property Manager
632 Broadway, 7th Floor
New York, N.Y. 10012
Tel: (212) 228-9300 ext. 250
Fax: (212) 982-0391
EMAIL:lrodriguez@9300realty.com

From: Jessica Harvey [<mailto:jessicamharvey@gmail.com>]
Sent: Monday, August 15, 2016 12:23 PM
To: Liz Rodriguez
Cc: Will Carey
Subject: URGENT: 20 Prince building smell

Hi Liz,

Hate to complain about this once again, but I can't tell you how bad the smell is both in the halls and in our apartment. I do not feel safe inhaling whatever is making the air like this.

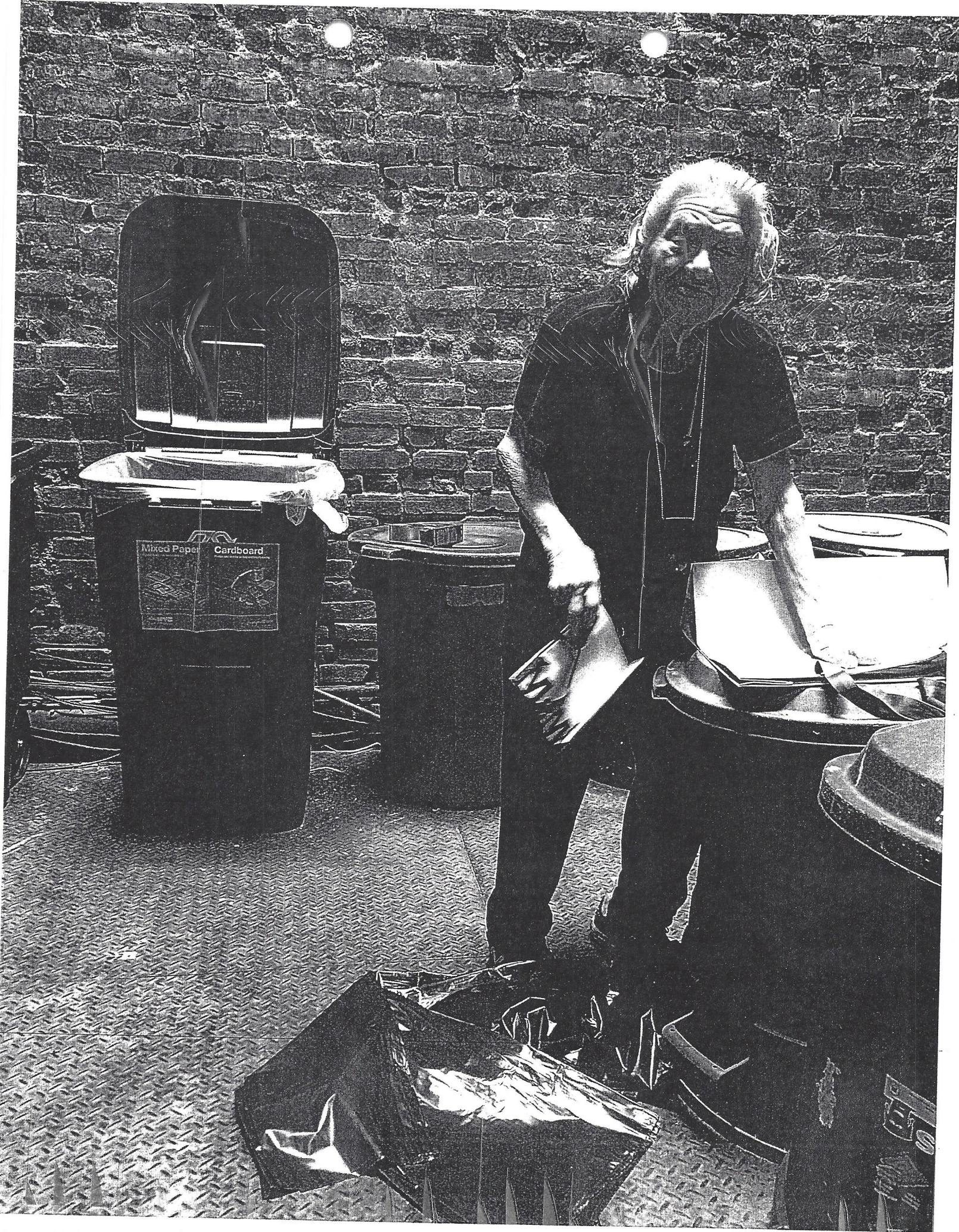
Before getting in touch with you, I texted/called Wilson but was unable to reach him.

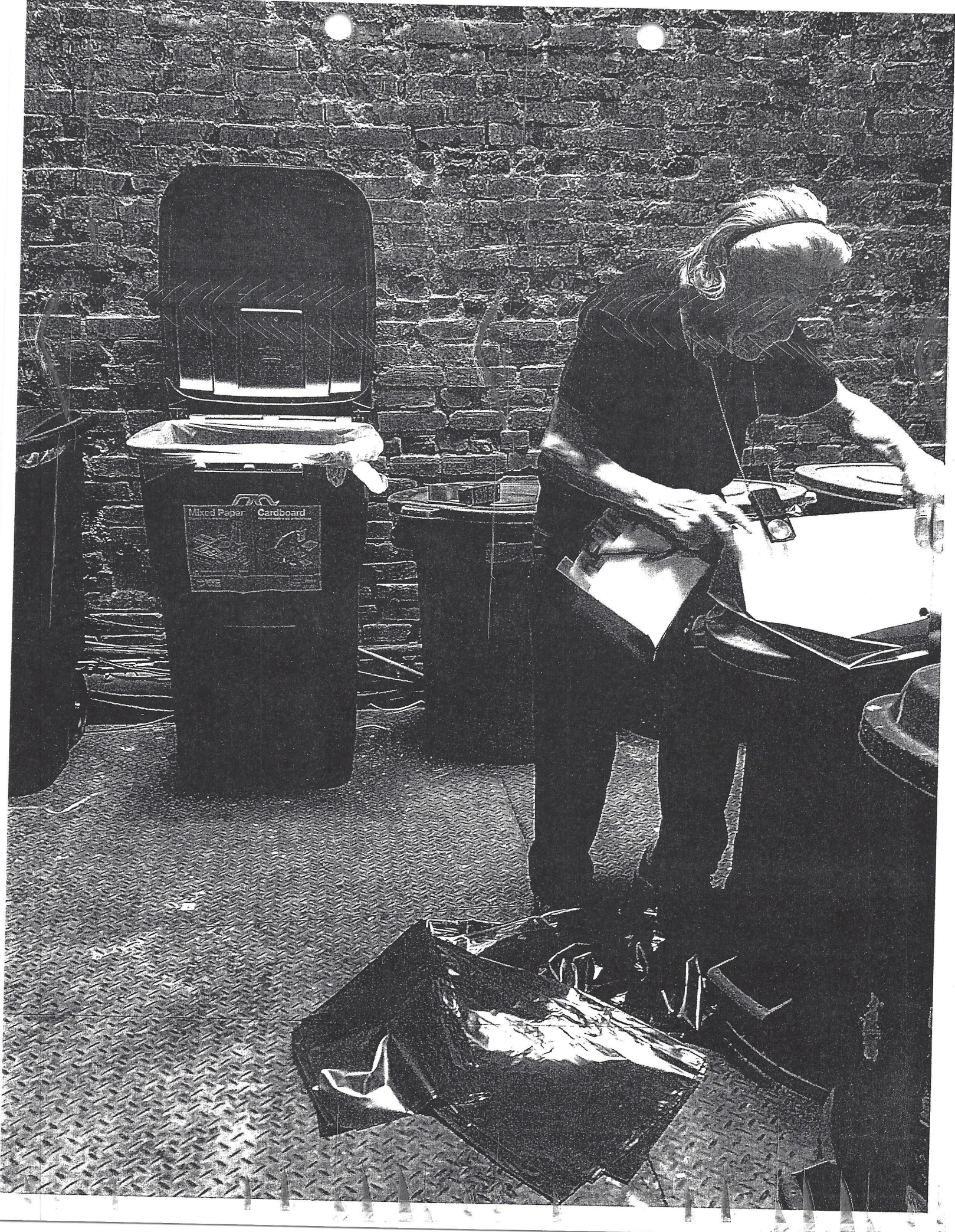
Let us know what we can do.

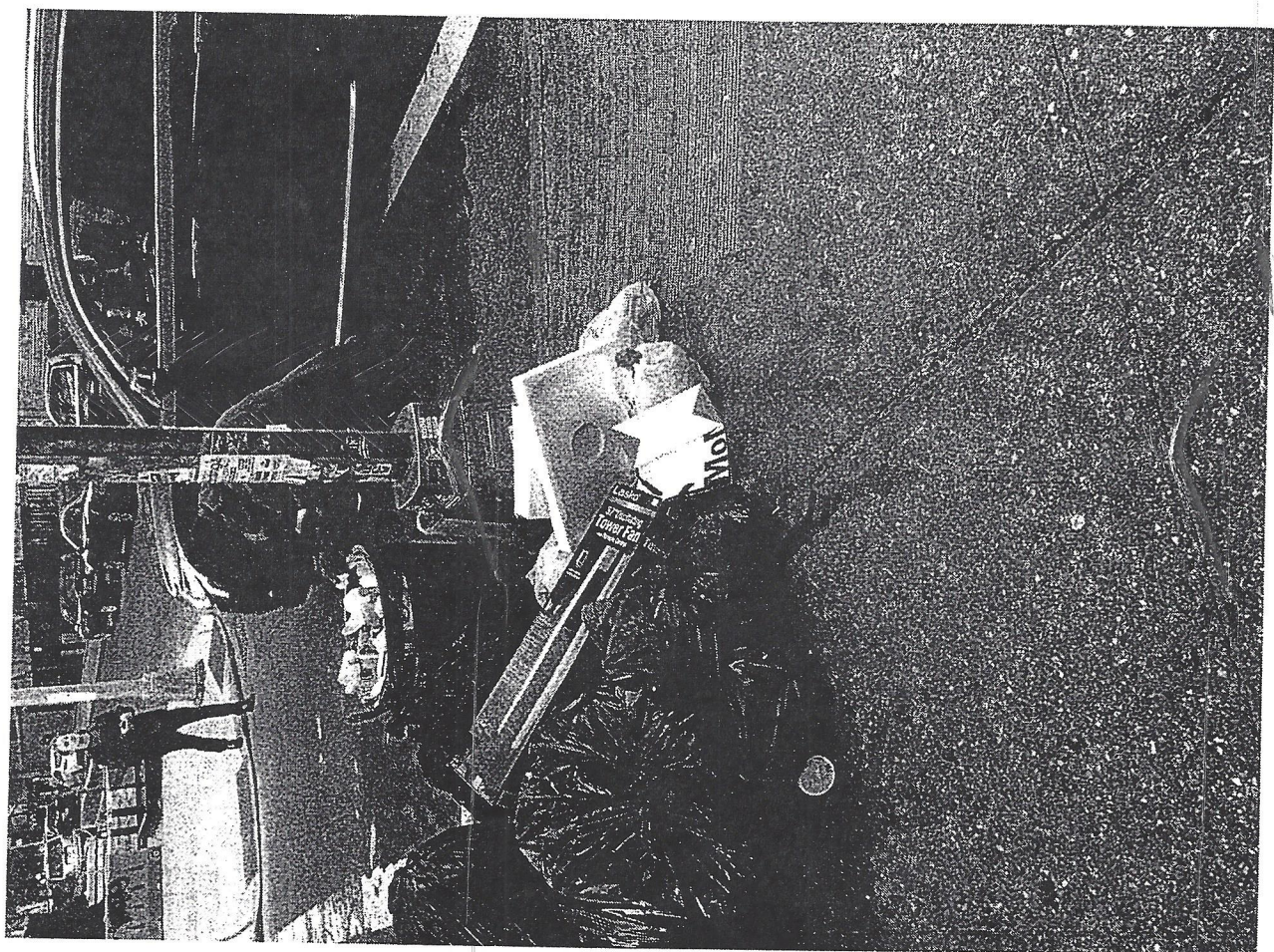
Thanks,
Jess

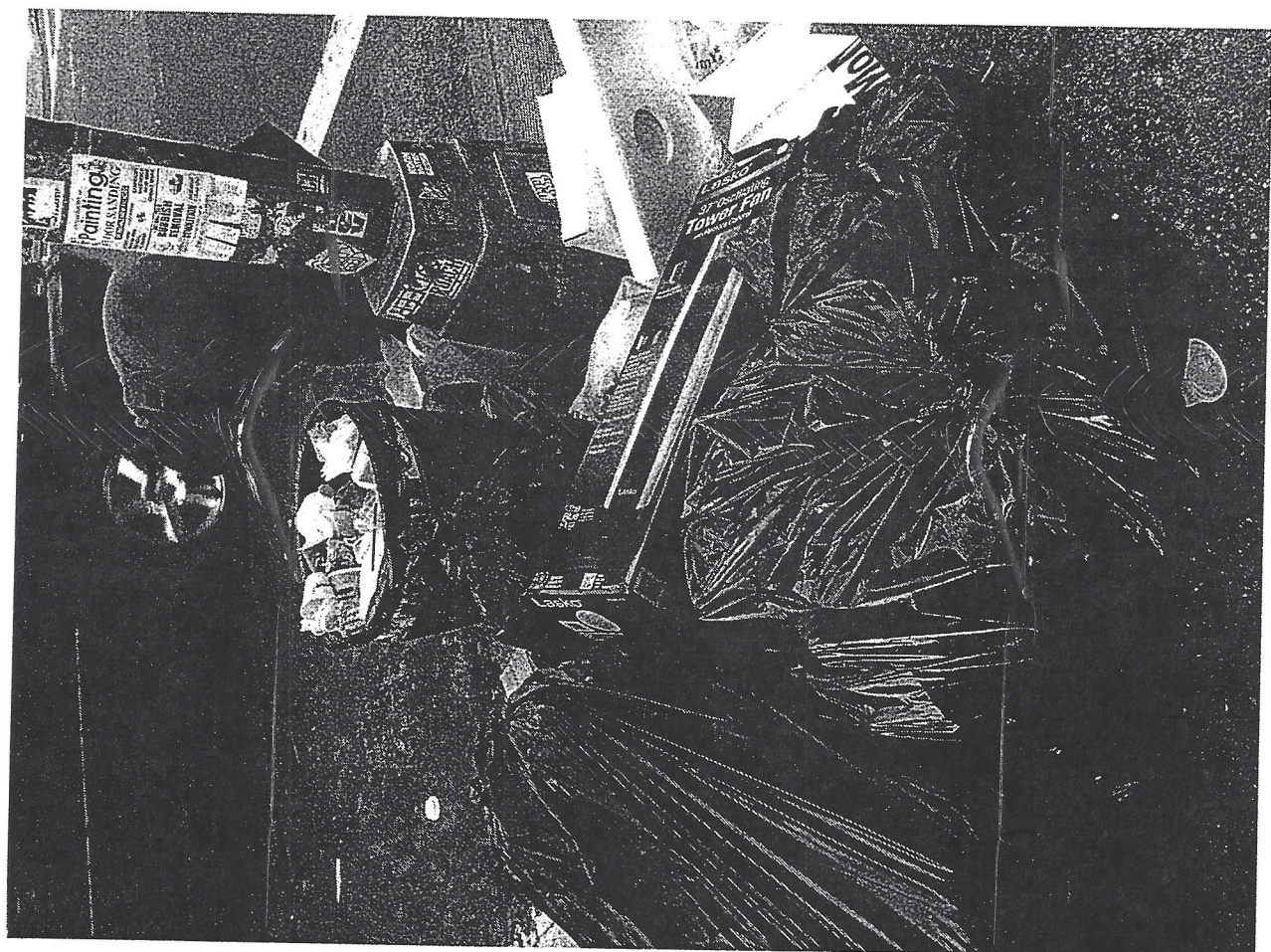
--
Jessica M. Harvey
703-407-3325
[linkedin](#)
[twitter](#)

EXHIBIT "D"



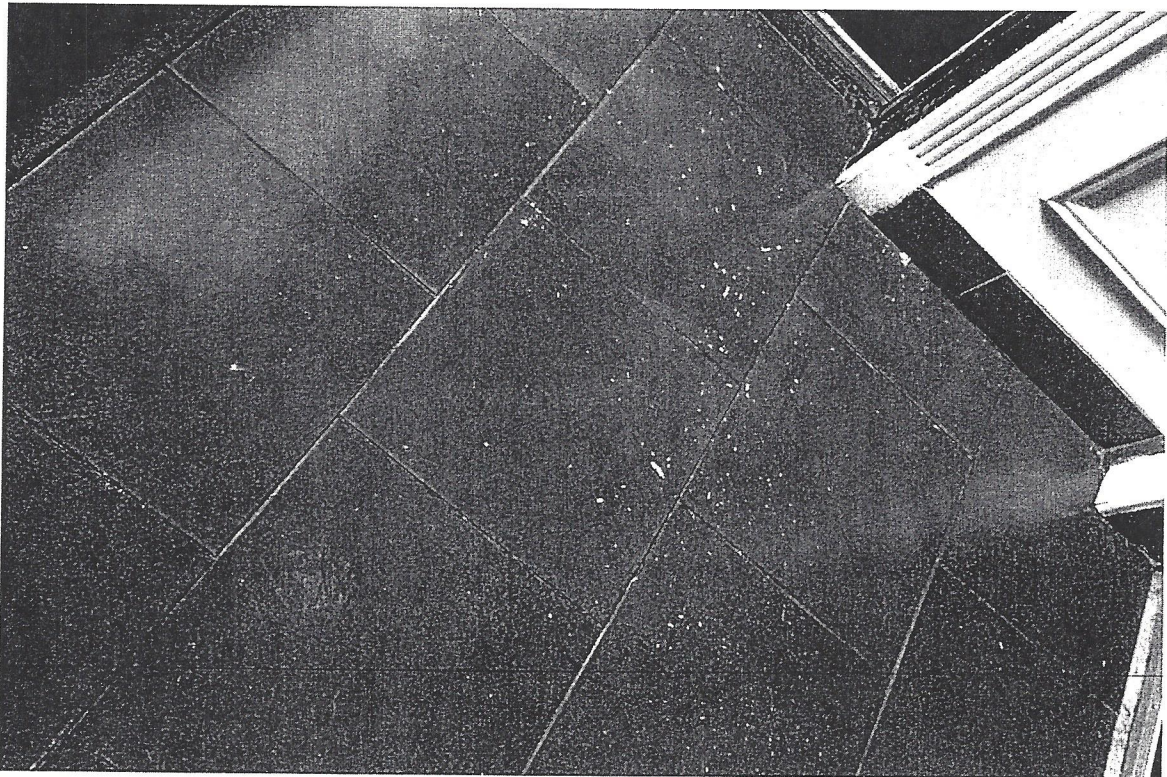
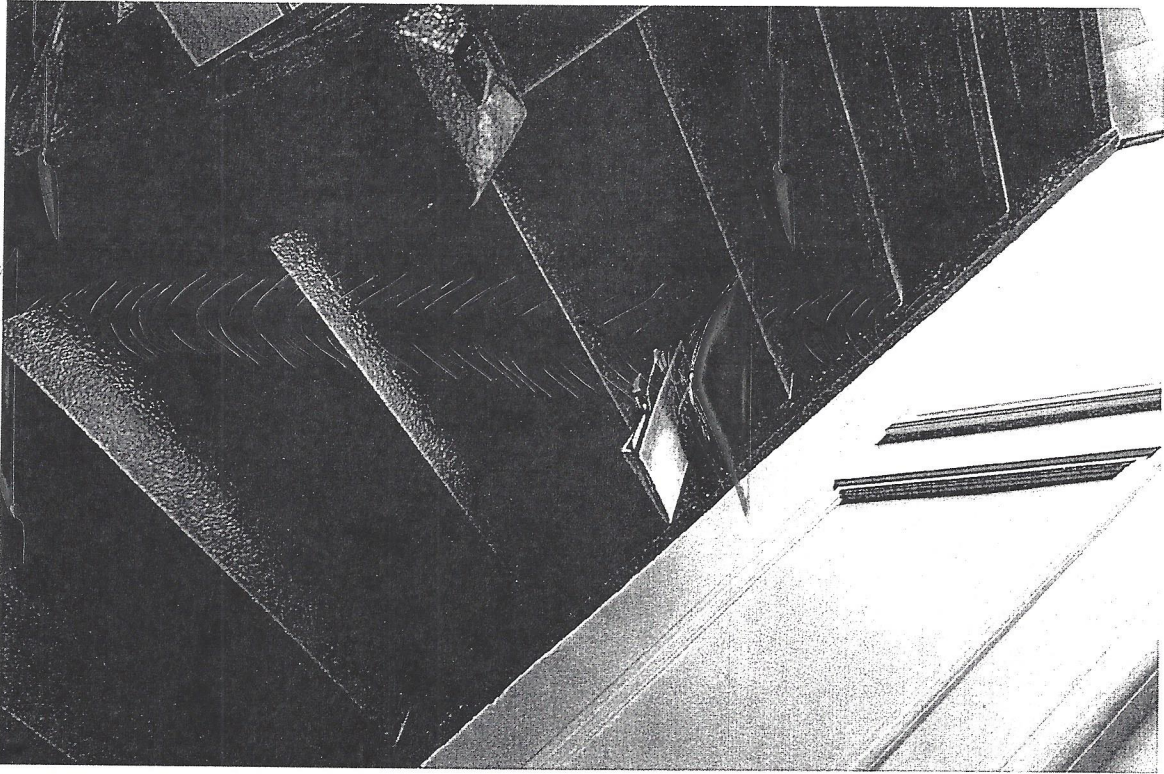






Photographs taken by Wilson Brito, superintendent for building,
of trail of garbage from the outside to Ms. Rajewsky's apartment
on August 17, 2016

Page
1 of 2



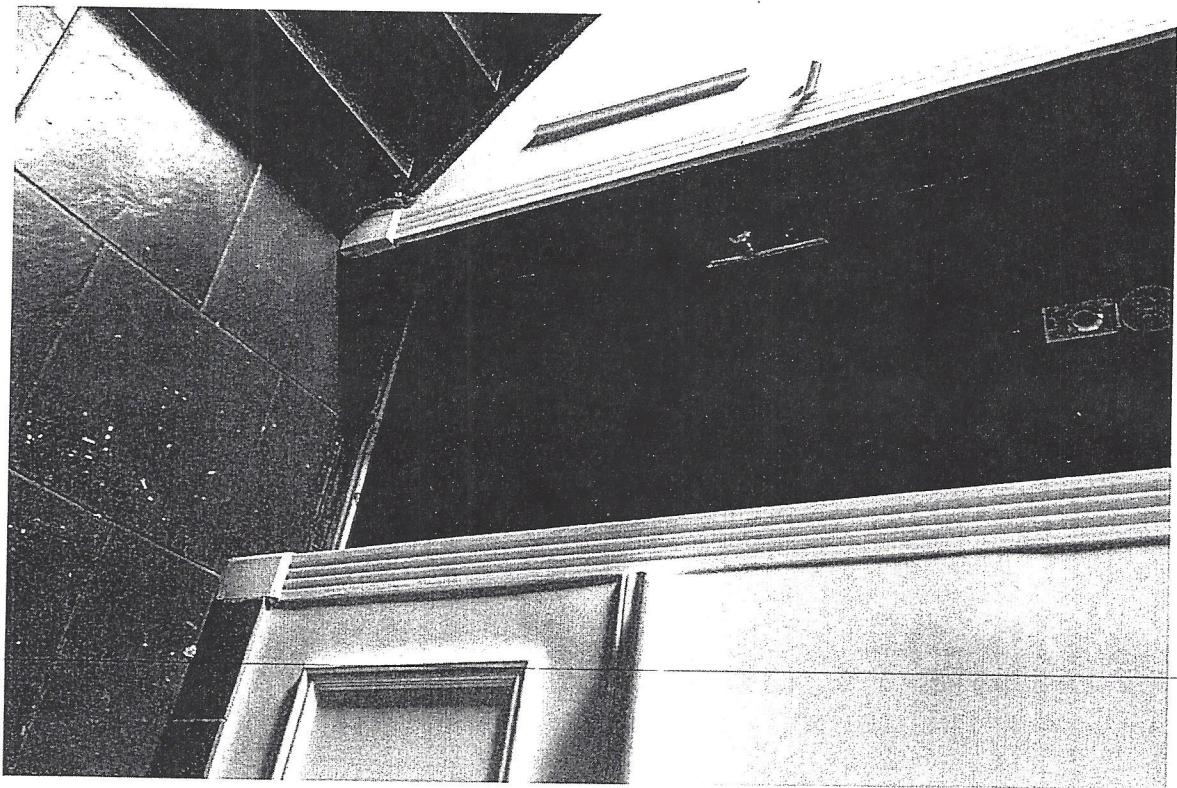


EXHIBIT "E"

NOTICE OF TERMINATION

20-22 Prince LLC
(Landlord)

TO: Helena Rajewsky a/k/a Ilyana Rajewsky
a/k/a Helen Rajewsky and New York Foundation for
Senior Citizens Guardian Services Inc., as Guardian

and "JOHN DOE" and/or "JANE DOE"
first and last names being
unknown and fictitious

20 Prince Street a/k/a 20-22 Prince Street
Apartment 36
New York, New York 10012

ADDITIONAL SERVICE TO:

Morris K. Mitrani, PC
Attorney for Article 81 Guardian
100 Park Avenue, 20th Floor
New York, New York 10017

New York Foundation for Senior Citizens
Guardian Services, Inc.
Article 81 Guardian
11 Park Place, 14th Floor
New York, New York 10007

PLEASE TAKE NOTICE, that your statutory tenancy is hereby terminated effective August 31, 2016 for the reason that you and/or occupants of the aforesaid Apartment are:

- I. Committing or permitting a nuisance in the housing accommodation; you and/or occupants are maliciously or by reason of gross negligence substantially damaging the housing accommodations; or engaging in conduct such as to interfere substantially with the comfort or safety of the landlord or of other tenants or occupants of the same or other adjacent building or structure pursuant to Rent Control Law §8585(1)(b).

PLEASE TAKE FURTHER NOTICE, that the facts necessary to establish these grounds are:

- A. You have been observed smearing feces, digging through garbage dumpsters and containers, and bringing items of garbage back to your apartment. You have defecated in plastic bags and

jars, which you kept in your feces-stained apartment. As a result, an ongoing, recurring horrific and sickening odor emanates from your apartment.

B. You frequently have uncovered and opened food in your apartment. Such uncovered and opened food has been observed by the landlord's management, employees, and/or contractors as well as others to be spoiled, rotten and/or infested with roaches.

C. Your conduct as described above has attracted roaches, vermin and other pests to your apartment. The unsanitary and filthy condition of your apartment has created a breeding grounds for roaches, vermin and pests, which have been observed scurrying from under your apartment door into the hallway of the building.

D. Several tenants on your floor and in the building complain about the offensive and foul odor emanating from your apartment. Some tenants have informed the Landlord that they will not renew their leases and some have threatened to break their leases due to the conditions in your apartment.

E. Upon inspection of your floor, the landlord's management and the building superintendent confirmed that roaches, vermin, and other pests have been observed scurrying from under your apartment door into the hallway of the building.

F. In 2008, your nuisance conduct in turning your apartment into a malodorous garbage dump compelled the landlord to commence a summary holdover proceeding entitled 20-22 Prince LLC v. Helen Rajewsky, et al, Index No. 58235/08. That proceeding was settled pursuant to a stipulation of settlement entered into with your Article 81 Guardian, which, *inter alia*, provided for a one-year probationary period.

G. In 2013, your nuisance conduct in turning your apartment into a malodorous garbage dump compelled the landlord to, again, commence a summary holdover proceeding entitled 20-22 Prince LLC v. Helen Rajewsky, et al, Index No. 51910/13.

H. In the prior proceeding, an Order of the Article 81 Court was subsequently issued allowing landlord to restore the summary holdover proceeding against you in or about September 2013, however, due to the Article 81 guardian obtaining expanded powers to hire a professional cleaning service, obtaining key access to your apartment, and arranging for the cleaning of your apartment, the landlord, thereafter, relied on the Article 81 guardian exercising its expanded powers to permanently

address your nuisance conduct although the landlord was able to establish your non-curable nuisance conduct. Subsequently, the conditions had been abated to a certain extent although not completely corrected.

I. In or about April 2015, the landlord's management received several complaints from other tenants and occupants as to noxious odors emanating from your apartment and the landlord's management, employees, and/or contractors observed the same.

J. The nuisance conditions compelled the landlord to serve a Notice of Termination in December 2015 with a termination date in January 2016, despite the landlord's efforts to avoid another proceeding by contacting your Article 81 guardian directly numerous times in writing and by telephone to address your conduct and the conditions of your apartment described herein.

K. The roach infestation in your 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 your apartment regularly. At that time, you have quarreled with, and refused to give access to, the exterminator on a number of occasions and, on those occasions when access was provided, your conduct and the conditions of your apartment as described herein, prevented the exterminations from being effective.

L. Any attempts to discard the spoiled and rotten food and/or infested food by the landlord's management, employees, and/or contractors, on your behalf, for the health and safety of you and other tenants in the building met with resistance in that you took the food out of trash bags and put it back in your apartment.

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

N. Additionally, Petitioner's employees and/or contractors were unable to commence repairs and/or correct violations in your apartment due to the noxious odors and roach infestation, which created a serious health and safety hazard and danger of disease.

O. After the service of the Notice of Termination in December 2015 with a termination date in January 2016, the the Article 81 guardian arranged for a deep cleaning of your apartment and a home aide attendant. Due to the Article 81 guardian hiring a professional cleaning service and arranging for a

home aide attendant, the landlord, thereafter, relied on the Article 81 guardian exercising its powers to permanently address your nuisance conduct although the landlord was able to establish your non-curable nuisance conduct.

P. 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 your apartment, permeating into the hallway, common areas, including the lobby, neighboring apartments, and throughout the floors in the building.

Q. Tenants in the building also regularly complain to the landlord about you digging through the garbage on the public street and in the building and bringing items and discarded food back into your apartment, the unsanitary conditions of your apartment, and the roaches, vermin and other pests originating from your apartment. Personal onsite visits and observations by landlord's management and employees have confirmed the same.

R. Some tenants with apartments adjacent to your apartment have vacated and/or threatened to not renew their leases alleging it is due to your conduct and conditions of your apartment, as described herein. Other tenants have complained about the recurring noxious odor which travels throughout the building from the lobby to the top floor.

S. The superintendent of the building must open all of the windows of the building to air out the odor in the building. A porter is assigned to mop your floor daily with scented floor cleaner to minimize the odor emanating from your apartment. In one week alone, the landlord had to purchase two bottles of Lysol floor cleaner as a result.

T. Upon information and belief, you refuse to allow a cleaning or housekeeping service to assist in attempting to maintain your apartment in a sanitary condition and/or a cleaning or housekeeping service is not properly or regularly maintaining your apartment.

U. Your conduct and the resulting ongoing, recurring noxious odor, roach infestation as described above creates a serious health and safety hazard and danger of disease that threatens the comfort and safety of building tenants or occupants, which detrimentally affects the landlord and other tenants and occupants.

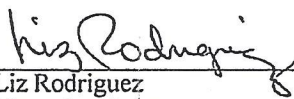
No Notice to Cure is served herein on these nuisance allegations based upon the serious nature of the situation created at the subject premises and the continuing nature of this situation.

PLEASE TAKE FURTHER NOTICE that you are responsible for legal fees incurred by the landlord with regard to the preparation and service of this notice and any and all work done prior to and subsequently thereto based upon your default under your tenancy.

PLEASE TAKE FURTHER NOTICE that you are required to quit, vacate and surrender possession of the subject premises to the landlord on or before August 31, 2016, and upon your failure to so quit, vacate and surrender possession, the Landlord will commence proceedings under the Statute to remove you from said premises and recover possession of the premises.

Dated: August 10, 2016

20-22 Prince LLC
(Landlord)


Liz Rodriguez
Managing Agent

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

In the Matter of the Application of NEW YORK FOUNDATION
FOR SENIOR CITIZENS, GUARDIAN SERVICES INC.
As Guardian for

Index No.: 402682/05

Holena Rajewsky a/k/a Ilyana Rajewsky
a/k/a Helen Rajewsky,
an Incapacitated Person

Assigned to:
Hon. Kelly O'Neill-Levy

**NOTICE OF MOTION
AFFIRMATION IN SUPPORT
AFFIDAVITS IN SUPPORT
EXHIBITS**

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