

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.

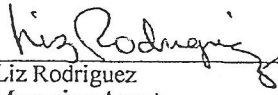
No Notice to Cure is served herein on these nuisance allegations based upon the serious nature of the situation created at the subject premises and the continuing nature of this situation.

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

DANIELS, NORELLI, CECERE & TAVEL PC
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Rego Park, NY 11374
(718) 459-6000