

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

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SULLIVAN PROPERTIES, L.P.,

Plaintiff,

Index No.: 15974/2020

AFFIDAVIT

-against-

BARIS DINCER,

Defendant.
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Plaintiff Sullivan Properties, L.P., by its attorneys, Ingram Yuzek Gainen Carroll & Bertolotti, LLP, and Paul Regan for Manhattan Skyline Properties (a.k.a. Manhattan Skyline Management Corp.), herein (the “Plaintiff”) have filed a series of frivolous complaints against Baris Dincer (the “Tenant”), who alleges and states the following:

PARTIES.

1. **Plaintiff Sullivan Properties, L.P. is a foreign limited partnership authorized to conduct business in the State of New York, with an address c/o Manhattan Skyline Management Corp., 103 West 55th Street, New York, New York 10018.**

2. **Baris Dincer is an individual who resides at 111 Sullivan Street, Apartment 2BR, New York, New York 10012 – effectively the Tenant.**

FACTUAL BACKGROUND.

3. **Plaintiff is the owner and landlord of the building located at 111 Sullivan Street, New York, New York.**

4. **Tenant resides in apartment 2BR as referenced above and previously stated**

as (the “Premises”) pursuant to a written lease agreement dated December 30, 2019 by and between Plaintiff, as landlord, and Defendant, as Tenant, for a term commencing January 1, 2020 and expiring December 31, 2020 (the “Lease”).

STATEMENT OF FACTS.

- I. There is no objectionable conduct which has been dangerous, hazardous, unsanitary or detrimental by Tenant that would interfere with the rights, comfort or convenience of other tenants.**
- II. The premises, as discussed in prior oral argument, has not been damaged to any effect absent of the incident where a mirror was hung (and was repaired, allegedly) per the Plaintiff.**
 - a. Approximately \$350 in repairs were paid by the Tenant as a result of those damages as referenced in the supplements (see also: invoice) where the damages were added to the rent and paid in full.**
- III. On multiple occasions, the Plaintiff has been notified of the intrusion of privacy and violation of civil rights, incontrovertibly as a camera was mounted on the second floor (approximately 15 feet above ground) and positioned directly through my only window and at my bed.**
- IV. The broken window remains unrepaired, neglected by maintenance, and poses an imminent threat to break-ins or personal injury.**
 - a. This poses a true inconvenience as I cannot operate the window without risking a serious injury to my body.**
- V. The substance in front of the doorway remains unkempt and is potentially a**

harmful substance.

- a. Plaintiff has been notified of this matter on multiple occasions with no regard and complete negligence of Tenant's request – inclusive of the aforementioned window – which demonstrates the negligence and blatant disregard by Plaintiff – while considering matters which pertain to the wellbeing, comfort and convenience of its tenants.**

VI. There is a loud and booming noise which emanates from above, see also – Supplements one through six as supplements.

- a. Emailed on 7/17/2020 to representatives of the Plaintiff, on several occasions – and again to the Courts for their review.**
- b. Tenant has suffered irreparable loss of sleep, appetite, and privacy is clearly not in the dictionary of the Plaintiff, or its representatives; as the camera and noise continue to operate even as I provide this response as per the Honorable Shlomo Hagler's request.**

VII. Tenant has significantly improved the general aesthetic of the apartment.

- a. Tenant has assumed the costs of improving what was stated as a residence painted "landlord white".**

VIII. Plaintiff has and continues to exhibit objectionable conduct, which stems from the lack of consideration to the accuracy of its' statements.

- a. The lease clearly ignores material information and was not carefully reviewed or understood by the Plaintiff or its representatives.**
- b. Plaintiff reviewed and countersigned the document (Exhibit 2, page 1) which has falsely represents Tenant's date of birth:**

i. OCCUPANT BARIS DINCER:

1. Date of Birth is in fact May 26th, 1984 – not 05/21/1992.

IX. Notwithstanding Plaintiffs' obligation and duty to The State of New York and The United States of America, Plaintiff is in violation of several laws and ordinances which would be contrary to the good will of jurisprudence, and generally are neglectful of privacy, courtesy and ethical behavior.

REPRESENTATIVES SHOULD BE DISBARRED.

X. Plaintiff was notified that Tenant's window was broken on several occasions.

XI. The images in Plaintiff's Exhibit 23 and 24 were taken without consent.

a. Plaintiff entered the premises without notice and therefore is a trespass of privacy;

b. I have no knowledge of when those photographs were taken, and did not consent to these photographs – absent of the pipe which was damaged while I was trying to hang a mirror in my bathroom.

XII. The Department of Buildings and The New York Fire Department were permitted by Tenant to conduct a survey of the property following the written request by Ingram in May of 2020.

a. It was determined that flooding was not a result of what continues to be misrepresented by counsel as intentional or "egregious" behavior, and a result of "flooding" that emanated from elsewhere.

b. Plaintiff continues its objectionable behavior and violation of Tenant's Constitutional Rights, privileges and warrants the Remedies sought by Tenant.

XIII. Plaintiff continues to harass and consume the time of the courts, your Honor, and myself as Tenant – which serves as a continuance of Plaintiff’s abuse of time and public funds – this should be considered if punitive damages are in question to prevent any further behavior by the Plaintiff in the years which ensue; provided the ABA does not revoke their licenses.

XIV. Plaintiff has exhibited negligence in their dealings without consideration of the sanctity of Tenant’s privacy, and in doing so have caused damages to taxpayers, my studies, sleep, and financial health of myself and the greater community.

a. Generally spoken, Plaintiff should be compelled by the courts to undergo a review by the American Bar Association, repeat the Bar Examination if necessary, or alternatively undergo some alternative form of Court ordained sensitivity training.

b. I respectfully ask the court to consider this and all other remedies available to jointly and severally punish each individual who collectively represents the Plaintiff:

i. This statement in conjunction with all evidence emailed provides a preponderance of evidence.

ii. Supplements 1-6 in the subject line sent directly to the clerk

William McKenzie WMCKENZI@NYCOURTS.GOV,

representatives for Plaintiff and delivered to:

**HONORABLE SHLOMO S. HAGLER, J.S.C
NEW YORK SUPREME COURT, CIVIL BRANCH – PART 17
60 CENTER STREET; ROOM 335
NEW YORK, NEW YORK 10007**

AFFIRMATION.

XV. Tenant repeats and realleges each statement set forth hereinabove and seeks additional remedies for the consideration by the courts, and yours truly:

- a. There exists a justiciable controversy between Plaintiff and Defendant which is not conveniently amenable to conventional remedies, and to which Plaintiff has not adequately conformed to what the Courts would ordinarily admit as “fit” to the standards, morals, or professional conduct esteemed by The State of New York, or any jurisdiction for that matter.**
- b. Tenant seeks injunctive relief to compel the Courts to review the conduct of counsel, representatives, and all parties who are involved or enjoined with the actions of the Plaintiff, including its negligence of privacy.**
 - i. This alone is something which may even be enjoyed by certain individuals, who continue and refuse to remove the camera which peers through my window into the sanctity of my home and private parts.**
- c. Tenant understands its obligations of the lease and does not require the Court to render any further declaratory statements as referenced in the Lease.**

FURTHER REMEDIES.

XVI. Tenant repeats and realleges each statement and requests the court to refund all monies paid to Plaintiff by Tenant, inclusive of overages and randomly

generated invoices.

XVII. Tenant accepts the approximate \$300 (three hundred) in damages invoiced and paid as a result of the incident of the “egregious” drilling which in fact was a well-placed “Mirror” which was hung in the bathroom.

XVIII. Compel the Plaintiff and all representatives to write personal letters of apology, addressed to Tenant on each birthday – correctly dated as the 26th of May – the same day the Department of Buildings and Fire Department were permitted entry and verified the flooding did not emanate from my apartment and in envy of the soundproof floors which were placed to deter both incoming and outbound noise – to no avail.

FINALLY, it is respectfully requested that this Court grant Tenant all Remedies as referenced hereabove and provide injunctive relief as the Court esteems just and proper; include each of the Parties to initial and review the attachments in Supplements 1-6 sent on July 17th, 2020, and accept this as official and timely response.

Respectfully,

17 July 2020

BARIS DINCER

**By: /s/ BARIS DINCER
TENANT
111 SULLIVAN STREET, APT 2BR
New York, New York 10012
Tel. 917-378-3467
<enclosures sent electronically>**

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