

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

-----X  
SULLIVAN PROPERTIES, L.P.,

Plaintiff,

-against-

BARIS DINCER,

Defendant.  
-----X

Index No.: \_\_\_\_\_/2019

SUMMONS

Plaintiff designates New York  
County as Place for Trial

Basis of Venue is  
Location of Real Property

TO THE ABOVE-NAMED DEFENDANT(S):

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action and to serve a copy of your answer on the plaintiff’s attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the verified complaint.

Dated: New York, New York  
June 4, 2020

INGRAM YUZEK GAINEN  
CARROLL & BERTOLOTTI, LLP  
Attorneys for Plaintiff

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

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**SULLIVAN PROPERTIES, L.P.,**

**Plaintiff,**

**-against-**

**BARIS DINCER,**

**Defendant.**

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**Index No.:**  
  
**VERIFIED  
COMPLAINT**

Plaintiff Sullivan Properties, L.P., by its attorneys, Ingram Yuzek Gainen Carroll & Bertolotti, LLP, as and for its Verified Complaint against Baris Dincer, alleges as follows:

**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 55<sup>th</sup> Street, New York, New York 10018.
2. Upon information and belief, Baris Dincer is an individual who resides at 111 Sullivan Street, Apartment 2BR, New York, New York 10012

**Relevant Lease Provisions**

5. Article 10(A) of the Lease states, in relevant part: “[Defendant] will take good care of the [Premises] and not permit or do any damage to it...”

6. Pursuant to Article 12(E) of the Lease, Defendant should not do anything to “...interfere with or make [Plaintiff’s] efforts to provide [Defendant] and all other occupants of the building with required facilities and service.”

7. Article 13 of the Lease states, in relevant part:

As a tenant in the Building, [Defendant] will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the [Premises] or the Building less fit to live in for [Defendant] or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by [Defendant] gives [Plaintiff] the right to end this Lease. [Defendant] shall not make or permit any disturbing noises in the [Premises] or the Building or permit anything to be done that will interfere with the rights, comfort or convenience of other tenants...

8. Article 20 of the Lease states: “If [Defendant does] not do, or if [Defendant does] anything which shows that [Defendant] intend[s] not to do what [Defendant] have/has agreed to do, [Plaintiff] has the right to ask a Court to make [Defendant] carry out [his] agreement or to

[Defendant], or the building where the [Defendant's] dwelling is located or in any of the common areas or adjoining grounds of such building..."

11. Notwithstanding the foregoing Lease obligations, Defendant has been and continues to exhibit objectionable and dangerous conduct, and is otherwise acting in a manner that is contrary to that which is required under the Lease.

**Defendant's Behavior Is Threatening  
The Health, Safety and Well-Being of Building Residents**

12. In late January 2020, Plaintiff learned that Defendant was throwing objects such as ice cubes, glassware and a coffee mug, out of one of the Premises' windows and into the shared courtyard. By letter dated January 28, 2020, Plaintiff put Defendant on notice that his behavior is egregious and places the safety of other tenants and staff in danger, and that if it happens again, the NYPD would be contacted to file a report.

13. On February 19, 2020, Plaintiff received three separate emails from Building residents informing Plaintiff that there was banging and hammering in the Premises, that neighbors have been yelling to get Defendant to stop but that the hammering got worse.

14. On February 20, 2020, Plaintiff sent a letter to Defendant informing him of the

16. Also on March 28, 2020, Defendant sent an email alleging that he was ‘hanging a mirror in the bathroom and hit a pipe’. Plaintiff responded to Defendant informing him that his behavior reached the level of being harmful to other residents who are all sheltered in place.

17. In addition, on March 28, 2020, Plaintiff received an email from a building resident regarding Defendant hammering and using power tools in the Premises, as well as Defendant having left items in the hallway.

18. On March 29, 2020, Plaintiff received an email from a Building resident informing Plaintiff of Defendant’s disturbances for the month and a half prior, including “hammering, sawing, messing with his bathroom pipes”. The Building resident went on to inform Plaintiff that on March 28, 2020, the Building superintendent came to her apartment because Defendant was complaining of a leak coming from her apartment, and no leak was found. The next morning, on March 29, 2020, the Building resident found a substance on her front door that was oozing into her apartment that smelled like petroleum, which Building maintenance cleaned up. This resident also informed Plaintiff that there was a trail of cigarette butts going up the stairs to the fourth floor.



Defendant yelling back that he is building a bed. The resident threatened to call the Department of Buildings and have violations issued against Plaintiff as a result of Defendant's unauthorized work.

21. On April 3, 2020, Plaintiff received an email from a Building resident chronicling noise that was heard emanating from the Premises, including: (a) March 29, 2020: Drilling and hammering after the flood Defendant caused; (b) April 1 – April 2, 2020: hammering and drilling at 1 a.m.; (c) April 2, 2020: hammering after 9pm – 10:30p.m., interrupted by having a screaming fight with a neighbor on the 4<sup>th</sup> floor who was complaining – screamed that he is building a bed; (d) met the neighbor, he asked what floor she was on and apologized for the noise – said he was hanging 2 chandeliers – and then followed her up the 2<sup>nd</sup> and 3<sup>rd</sup> floors.

22. Also on April 3, 2020, Plaintiff received an email from another Building resident regarding Defendant conducting work in the Premises without a permit, as well as Defendant's smoking in the Premises causing the building to smell.

23. By email dated April 4, 2020, the Building superintendent sent photographs of cigarette butts in the Building's interior staircase.

confirming that Defendant left ‘something’ on another resident’s door, and one indicating that the resident heard Defendant going to another resident’s door and leaving something on her door, and one about Defendant’s behaviors making all residents feel unsafe in their apartment

27. By email dated April 13, 2020, one resident’s mother reiterated that her daughter is leaving the Building and going to California due to the circumstances with Defendant.

28. Another incident occurred during the night of April 15-16, 2020. Plaintiff received an email from Defendant informing Plaintiff that “someone” had broken his window. Yet, when viewing video footage from cameras that Plaintiff has installed on the exterior of the Building, it appears that Defendant was throwing eggs out of his window into the common courtyard. In fact, not only did Defendant break the window in the Premises, he also broke the window of apartment AF in the Building. The NYPD were called and a report taken.

29. On April 19, 2020, a resident informed Plaintiff that they heard Defendant coming down the stairs in the building and heard what sounded like him pouring some liquid on the door of apartment 3BR. Defendant was wearing a backpack and earbuds and seemed very calm. The resident did not feel safe engaging with Defendant and went back into their apartment.

32. At approximately 12:20 pm on April 21, 2020, a resident heard Defendant on a floor of the building above that where his Premises is. There was music blasting from his apartment but the resident heard him come upstairs. The resident later found a blue paper face mask draped on the stairs up to the 4<sup>th</sup> floor of the Building.

33. On April 27, 2020, Defendant had the door to his apartment wide open while another resident was taking out their trash out and the resident could smell that his apartment stunk from cigarette smoke even though the Building is a non-smoking Building. Defendant then started banging on the radiator.

34. On April 28, 2020, Defendant watched as a resident made several trips up and down the stairs. Each time the Defendant opened his door and watched the resident go upstairs. Defendant later began drilling and hammering in the Premises, and also what sounded like sawing into the walls in the Premises. When a resident later passed by the Premises, the resident saw that Defendant caused damage by drilling along the outside of the front door frame.

35. Plaintiff received an email from a Building resident informing of the most recent occurrences, and letting Plaintiff know that having lived in the Building for many years, the



37. On May 5, 2020 at approximately 12:30 pm, Defendant began singing and screaming in the Premises.

38. On May 6, 2020, Defendant began drilling near the radiator in the Premises at approximately 10:20 am, and began singing and screaming at approximately 1:20 pm.

39. On May 7, 2020, a resident emailed Plaintiff and informed it that Defendant was screaming/singing at the top of his lungs and had been doing so for over an hour.

40. On May 8, 2020, a resident emailed the Building super to inform him that Defendant was drilling into his ceiling, and later in the day the resident informed the Building super that Defendant had been going on and off all day with the drilling and noise since 2:30 am.

41. Also on or about May 8, 2020, Plaintiff discovered that there was a second water leak into apartment 1BR.

42. On May 12, 2020 Defendant began drilling and hammering at 9 pm.

43. At midnight on April 13, 2020, Defendant was blasting his TV and banging. A Building resident emailed Plaintiff to inform it of the blasting of Defendant's music or TV, and that the resident could hear Defendant tearing up the walls in the Premises and slamming his

46. Again on May 22, 2020, Defendant was cooking something in his apartment causing smoke to fill the hallways. Plaintiff received complaints regarding the smoke incidents from at least two Building residents.

47. On May 24, 2020, a resident informed Plaintiff that there was water running in apartment 1BR. Plaintiff went into apartment 1BR and found that the apartment had been completely flooded – for a third time. Plaintiff learned that the cause of the flood was a puncture hold in the water main. The water in the entire Building had to be turned off for a period of time.

48. As a result of the flooding, the resident in apartment 1BR permanently vacated apartment 1BR in the Building – in the middle of her lease term – causing Plaintiff a loss of rental income.

49. When the Building porter went to the Premises and knocked on the door to come into the Premises about the flood, Defendant screamed that he was “only painting” and writing programs. He screamed that he was “very busy” and that there was “no drilling.”

50. In the morning, Plaintiff received a complaint from a Building resident that the hallway reeked of denatured alcohol or paint thinner. The resident informed management that

the resident believed that Defendant either drilled into the ceiling or hit a stud in the wall because the sound of grinding metal accompanied the drilling noise.

53. Not only is Defendant's behavior in contravention to his express obligations under the Lease - as well as human decency towards his neighbors - but, as evidenced by the plethora of correspondence both from Building staff and Building residents, has also caused residents to feel unsafe in their own homes.

54. Defendant's behaviors are preventing Plaintiff from providing for the health, safety and well-being of other residents in the Building – something to which each and every Building resident is entitled.

**AS AND FOR A FIRST CAUSE OF ACTION**

55. Plaintiff repeats and realleges each and every allegation set forth hereinabove as if more fully set forth herein.

56. There exists a justiciable controversy between Plaintiff and Defendant which is not conveniently amenable to conventional remedies, and to which Plaintiff has no adequate remedy or another form of action.

while residing in the Premises; and (b) Defendant may not engage in objectionable conduct that is detrimental to the health, safety and well-being of other Building residents, which include, but is not limited to: (i) smoking in the Building hallways and leaving cigarette butts in the hallways; (ii) conducting any sort of work in his apartment – construction or otherwise – that could damage the Building or any Building-wide systems; (iii) threatening other residents in any manner, including, but not limited to, screaming at them or throwing liquid substances on their apartment doors and breaking apartment windows; and (iv) otherwise continuing his course of conduct that is endangering the health, safety and well-being of other residents at the Building.

**AS AND FOR A SECOND CAUSE OF ACTION**

59. Plaintiff repeats and realleges the allegations set forth hereinabove as if more fully set forth herein.

60. By reason of the foregoing, Plaintiff requests an injunction permanently enjoining Defendant: (a) to abide by the rules and regulations set forth in the Lease while residing in the Premises; and (b) from engaging in objectionable conduct that is detrimental to the health, safety and well-being of other Building residents, which include, but is not limited to: (i) smoking in

set forth herein.

62. By reason of Defendant's acts, as set forth herein, Plaintiff has been required to retain counsel to prosecute this action, and Defendant should be held liable for Plaintiff's attorneys' fees.

63. By reason of the foregoing, Plaintiff has been damaged in an amount to be determined at trial.

**WHEREFORE**, it is respectfully requested that this Court grant Plaintiff judgment as follows:

- i. On the First Cause of Action, a declaratory judgment setting forth the rights and obligations of the parties herein, including, but not limited to: (a) that Defendant must abide by the rules and regulations set forth in the Lease while residing in the Premises; and (b) Defendant may engage in objectionable conduct that is detrimental to the health, safety and well-being of other Building residents, which include, but is not limited to: (i) smoking in the Building hallways and leaving cigarette butts in the hallways; (ii) conducting any sort of work in his apartment – construction or otherwise – that could damage the Building or any Building-wide systems; (iii) threatening other residents in any manner, including, but not limited to, screaming at them or throwing liquid substances on their apartment doors and breaking apartment windows; and (iv) otherwise continuing his course of conduct that is endangering the health, safety and well-being of other residents at the Building;

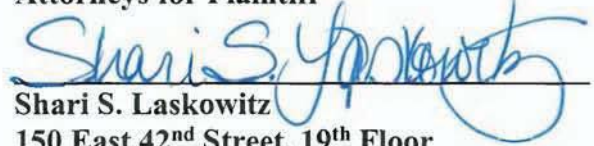


iv. Such other and further relief that this Court deems just and proper.

**Dated:** New York, New York  
June 4, 2020

**INGRAM YUZEK GAINEN  
CARROLL & BERTOLOTTI, LLP  
Attorneys for Plaintiff**

By:

  
\_\_\_\_\_  
Shari S. Laskowitz  
150 East 42<sup>nd</sup> Street, 19<sup>th</sup> Floor  
New York, New York 10017  
(212) 907-9600

VERIFICATION

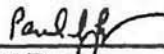
STATE OF NEW YORK                     )  
  :SS:  
COUNTY OF KINGS                     )

PAUL REGAN, being duly sworn, deposes and states:

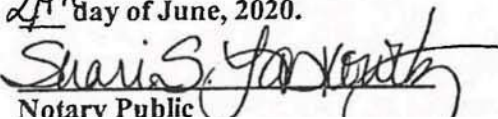
1. I am Associate General Counsel for Manhattan Skyline Management Corp., the managing agent for Sullivan Properties, L.P., the Plaintiff in this action. As such, I am familiar with the facts and circumstances regarding this matter.

2. I have read the annexed Complaint in its entirety, and can verify such as true, except as to those allegations which are made upon information and belief, and as to those I believe them to be true.

3. The basis and foundation of this verification is my personal knowledge together with the books, records and documents of Plaintiff and Manhattan Skyline Management Corp.

  
\_\_\_\_\_  
Paul Regan

Sworn to before me this  
24 day of June, 2020.

  
\_\_\_\_\_  
Notary Public

SHARI S. LASKOV