

**SEVEN (7) DAY  
NOTICE OF TERMINATION**

TO: BERNARD H. GOETZ,  
55 West 14<sup>th</sup> Street, Apt. 9-P  
New York, New York 10011

RE: All rooms, Apartment 9-P, in the building known as and located at 55 West 14<sup>th</sup> Street, City County and State of New York.

**PLEASE TAKE NOTICE**, that pursuant to Rent Stabilization Code §2524.3(b), your tenancy of above-referenced apartment (the "Apartment") is hereby terminated effective March<sup>26</sup>, 2015, upon the grounds that you are committing or permitting a nuisance in the Apartment or the building containing the Apartment; and/or you are maliciously, or by reason of gross negligence, substantially damaging the Apartment; and/or you are engaging in a course of conduct, the primary purpose of which is intended to harass the landlord or other tenants or occupants of the same or an adjacent building or structure by interfering substantially with their comfort and safety.

**PLEASE TAKE FURTHER NOTICE**, that the landlord reasonably believes the facts necessary to establish the existence of such grounds include, but are not limited to, the following:

- You have maintained the Apartment in an extremely cluttered and unhygienic condition. More specifically, you have cluttered the Apartment and furniture with numerous pieces of electronic equipment in various stages of disassembly, empty food cans, refuse, and other unidentifiable items, completely covering most of the flat surfaces and floors in the Apartment, and piled several feet high throughout the Apartment,

making passage throughout the Apartment difficult. Thus, you have created a "Collyer condition" in the Apartment;

- You have continually harbored wild animals in the Apartment including, but not limited to wild squirrels and rats, without the landlord's prior written consent and in violation of violation of New York City Health Code §161.01(a), the wild animals are unsanitary, repulsive and your harboring them greatly interferes with the comfort and safety of the landlord, building employees, and the other residents of the building;
- In October 2004 a summary holdover proceeding was commenced against you after you captured a wild rat and harbored it in the Apartment, displaying it to building personnel, and after on at least one (1) occasion in September 2004 you were observed washing a wild squirrel in the building's laundry room. Tenants who observed your conduct advised building personnel that you announced that the squirrel had fleas. The 2004 holdover proceeding was settled by probationary stipulation which prohibited you from keeping or harboring wild squirrels, wild rats, or any other wild animal in the Apartment through November 30, 2006; and
- On April 20, 2009 you were observed bringing a wild squirrel into the building in a box, and you harbored the wild animal until you allegedly removed it from the Apartment after being served with a Ten (10) Day Notice to Cure by the landlord; and
- In January 2012 another summary holdover proceeding was commenced against you because you were once again harboring a wild squirrel(s) in the Apartment. The 2012 holdover proceeding was discontinued after you submitted an affidavit sworn to on May 3, 2012 averring that no animals were at that time being harbored in the Apartment;

- On March 6, 2015, during an inspection of the Apartment by building personnel and the building's exterminator responding to a complaint about an infestation of moths in the Apartment, it was observed that you were once again harboring a wild squirrel or squirrels in the Apartment. At least one (1) squirrel was observed running through the habitrail made out of cardboard boxes in your living room, and building personnel asked if you had more than that one (1) squirrel currently had in the Apartment, you responded "Don't ask", and when told you had to remove all the squirrels immediately, you expressed a reluctance to do so because you were concerned about the squirrels' well-being in the winter weather;
- The building's exterminator, observing conditions in the Apartment and aware of the presence of the squirrel(s) in the Apartment, stated that the infestation of moths in the Apartment, which had spread from the Apartment to adjacent apartments and portions of the building, may have been caused by or hatching from food products in the Apartment caused by or hatching from the feed being kept in the Apartment to feed the squirrel(s);
- The cluttered condition in which you are maintaining the Apartment, and your harboring of wild animals therein, is unsanitary, repulsive and greatly interferes with the comfort and safety of the landlord, building staff, and the other residents of the building;
- Upon information and belief, the condition of the Apartment is in violation of the New York City Health Code, the New York City Fire Code and other applicable provisions of law. In addition, the condition of the Apartment and your harboring of wild animals therein has placed the other residents of the building in danger of insect and vermin infestation, as well as the danger of a possible fire from chewed electrical wires; and

- All of the above conduct and conditions greatly disturbs the comfort and safety of other residents of the building.

**PLEASE TAKE FURTHER NOTICE**, that you are hereby required to vacate or surrender possession of the Apartment to the landlord on or before March 26, 2015 and, upon your failure to vacate or surrender possession thereof, the landlord will commence an action or proceeding in a court of competent jurisdiction to recover possession of the premises.

**PLEASE TAKE FURTHER NOTICE**, that this Notice is being served upon you pursuant to §2524.2 and §2524.3(b) of the Rent Stabilization Code.

**PLEASE TAKE FURTHER NOTICE**, that any response to this notice shall be sent and directed to the below named attorneys for the landlord.

Dated: New York, New York  
March 11, 2015

COURTNEY HOUSE LLC,  
Owner and Landlord

By: MILFORD MANAGEMENT CORP.,  
Managing Agent

By:   
AMY GOULD,  
Registered Managing Agent

BELKIN BURDEN WENIG & GOLDMAN, LLP  
Attorneys for Owner and Landlord  
270 Madison Avenue  
New York, New York 10016  
(212) 867-4466  
Attention: Robert T. Holland, Esq.

**AFFIDAVIT OF SERVICE BY MAIL**

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

**GEORGE GESUALDI**, being duly sworn, deposes and says:

The deponent is not a party to this action, is over 18 years of age and is employed at 270 Madison Avenue, New York, New York 10016.

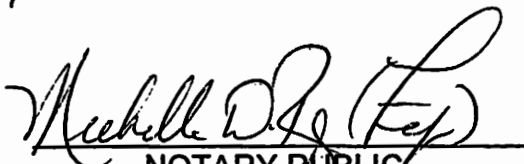
That on March 12, 2015, deponent served a true copy of Ten (10) Day Notice of Termination herein upon:

Bernard H. Goetz  
55 West 14th Street, Apt. 9-P  
New York, New York 10011

by regular, first class mail with a certificate of mailing and certified mail by giving the same in post-paid, properly addressed envelopes to a postal employee at a United States Post Office, in the Borough of Manhattan, City and State of New York, for processing; under the exclusive care and custody of the United States Postal Service within the City and State of New York.

  
\_\_\_\_\_  
GEORGE GESUALDI

Sworn to before me this  
12<sup>th</sup> day of March 2015

  
\_\_\_\_\_  
NOTARY PUBLIC  
MICHELLE D. RUIZ -(FEQUIERE)  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01RU6192335  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES OCTOBER 6, 2016

neopost  
03/12/2015  
\$01.30<sup>00</sup>

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M1236243

US POSTAGE



To:  
EB1185.0855/MR  
BERNARD H. GOETZ,  
55 West 14<sup>th</sup> Street, Apt. 9-P  
New York, New York 10011

From:  
BELKIN BURDEN WENIG & GOLDMAN, LLP  
ATTORNEYS AT LAW  
270 MADISON AVENUE  
NEW YORK, NEW YORK 10016

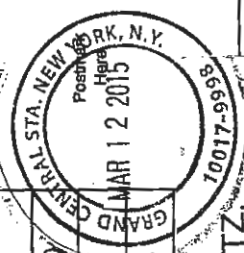
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BERNARD H. GOETZ,  
55 West 14<sup>th</sup> Street, Apt. 9-P  
New York, New York 10011

PS Form 3800, June 2002 See Reverse for Instructions

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