

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS: IAS PART 52

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**SUNDEEP SINGH SUCHDEV, LUCAS SHAPIRO,
SHRUTI PAREKH, JESSICA TURNER, LILI
SALMERON, AND SANJEEVAN THARMARATAM,**

Index No. 518435/2020

Plaintiffs,

**OPPOSING
AFFIRMATION**

- against -

**JUDITH GRUNBAUM, MOSHE DEUTSCH, SAMUEL
GRUNBAUM, AND YHT MANAGEMENT INC.,**

Defendants.

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JONATHAN B. SCHREIER, an attorney admitted to practice law in the State of New York, affirms the following under the penalties of perjury, pursuant to CPLR §2106:

1. I am a member of BORAH, GOLDSTEIN, ALTSCHULER, NAHINS & GOIDEL, P.C., attorneys for Defendants JUDITH GRUNBAUM (“Owner”), MOSHE DEUTSCH, SAMUEL GRUNBAUM, and YHT MANAGEMENT INC. (“Defendants”). I am fully familiar with the facts and circumstances stated herein.

2. This affirmation is submitted in opposition to Plaintiffs’ Order to Show Cause seeking a Temporary Restraining Order (see NYSCEF Doc. No. 37)¹ with respect to certain alleged conduct at 70 South Elliott Place, Brooklyn, New York (“Building”).

3. Plaintiffs’ motion must be denied as there is no basis by which the Owner of the Building and its agents should be prevented from accessing the common areas of

¹ NYSCEF Doc No. “__” refers to the document’s number on the electronic filing docket for this action. Pursuant to CPLR 2214(c), the Court is respectfully referred to the papers previously e-filed with the Court which are hereby incorporated herein by reference to their document number on the electronic filing docket rather than being annexed hereto, and re-filed, as exhibits to this motion

the Building and maintaining security cameras to monitor the common areas of the Building.

4. The Building consists of individual Single Room Occupancy (“SRO”) units with a joint kitchen and shared bathrooms. Plaintiffs, only two (2) of whom are lawful tenants at the Building, seek relief which would in essence treat the Building as if it was a single family home while at the same time affording them the protections of rent stabilized tenants.

INTRODUCTION²

5. This is an action brought by two (2) tenants and four (4) occupants who collectively allege to occupy six (6) SRO units in the Building.

6. Despite seeking and obtaining a determination from the Department of Housing and Community Renewal (“DHCR”) that they³ were rent stabilized SRO tenants (see **Exhibit “A”—DHCR Order**), Plaintiff’s Singh and Shapiro, the only two (2) lawful tenants of the Building, operate the entire Building as if it belongs to them. They placed the remaining four (4) Plaintiffs into occupancy of the other SRO Units in the Building without the permission or consent of the Owner or her agents, Defendants Samuel Grunbaum, Moshe Deutsch and YHT Management Inc. They are also claiming the right to use the common areas of the Building as their own to the rightful Owner’s exclusion.

² The relevant factual history is set forth in detail in the accompanying affidavits of Defendants Judith Grunbaum and Samuel Grunbaum, which affidavits are incorporated herein in their entirety.

³ On March 10, 2014, Plaintiff’s counsel, Stephanie Rudolph, Esq., filed an application with DHCR seeking a determination of rent stabilized SRO tenancy status on behalf Plaintiffs Singh (4th Floor Back Room) and Shapiro (4th Floor Front Room together with a co-Tenant David Suarez) as well as Yashna Maya Padamsee (First Floor Front Room), Jules Skloot (First Floor Back Room), Heidi Chua (Third Floor Front Room) and Jacob Hodes (Third Floor Back Room). The individuals who applied to DHCR are collectively referred to as “Applicants”. (See **Exhibit “B”**)

7. The relief sought in this action seeks to have the Court treat this Building as a single family home demised entirely to Plaintiffs, rather than as an SRO with two (2) tenants⁴ who have illegally allowed others to occupy the other four (4) SRO rooms.⁵

8. In other words, the Plaintiffs want the benefits of being SRO tenants without the limitations the laws impose on SRO tenants.

The Building:

9. 70 South Elliott Place, Brooklyn, New York, is a four-story residential building.

10. According to Department of Housing Preservation and Development (“DHPD”) records, the Building consists of nine (9) Class “B” units and one (1) Class “A” Unit. (See **Exhibit “C”**)

The Parties:

11. On March 10, 2014 seven (7) people (“Applicants”), represented by Stephanie Rudolph, Esq., counsel for Plaintiffs in this action, filed an application with DHCR for a determination that they were the rent stabilized tenants of six (6) rooms at the Building:

<u>Applicant(s)</u>	<u>Room</u>
Yashna Maya Padamsee	First Floor Front
Jules Skloot	First Floor Back
Heidi Chua	Third Floor Front
Jacob Hodes	Third Floor Back
Lucas Shapiro & David Suarez	Fourth Floor Front

⁴ As is argued in greater detail below, it is Defendants’ position that Plaintiffs Singh and Shapiro are the only lawful tenants of the Building as per the DHCR Order. The remaining Plaintiffs are trespassers at the Building since they occupy rooms which the two (2) tenants do not occupy without Owner’s consent. The remaining Applicants other than Hodes have all surrendered their rights to the Building, Suarez many years ago, the remaining Applicants surrendered by emails dated September 29, 2020. (See **Exhibit “D”**)

⁵ Upon information and belief, in opposition to the DHCR Application, Defendants’ predecessor-in-interest argued that the Building was in fact a single home rented collectively to various tenants under a single lease, but the Applicants disputed that position.

Sundeep Singh Suchdev

Fourth Floor Back

(See **Exhibit “B”**)

12. At the time the DHCR application was filed, the Estate of Arthur Gassner was the owner of the Building.

13. In 2015, During the pendency of the DHCR application, Defendant Judith Grunbaum (“Owner”) purchased the Building. (See **Exhibit “E”—Deed**)

14. On November 10, 2017, during the pendency of the Housing Court Proceedings, DHCR granted Applicants’ application and determined Applicants to be the rent stabilized tenants of the respective rooms. (See **Exhibit “A”**)

15. Of the original Applicants, only Shapiro and Singh remain. The other four (4) rooms are occupied by individuals who are strangers to Defendants, put into possession by Singh and Shapiro, and who occupy these rooms with Owner’s consent.⁶

16. Plaintiffs Shruti Parekh,⁷ Jessica Turner, Lili Salmeron and Sanjeevan Tharmaratam (“Plaintiff-Occupants”) are persons who currently occupy rooms within the Building.

17. Plaintiff-Occupants did not take possession of the Building with the consent of the Owner and have never paid rent to Owner. Upon information and belief, Occupants were put into possession by Plaintiffs Singh and Shapiro.

⁶ Plaintiff Salmaron occupied the Building from February 2020 through August 31, 2020 pursuant to stipulation in which she agreed to vacate by August 31, 2020.

⁷ In November 2015, Heidi Chua requested permission from the prior owner to sublet her room to Shruti Parekh, but Owner rejected the request as it was improper. (See **Exhibit “F”**)

Additional Relevant History:

18. In 2016, Judith Grunbaum commenced holdover proceedings against each Applicant seeking to recover possession of the Building for her own personal use. (“Housing Court Proceedings”)

19. Defendant Judith Grunbaum did not challenge this determination, as she purchased the Building for her own use and had already commenced appropriate proceedings in Housing Court to recover possession of the Building. (See Judith Grunbaum Affidavit)

20. On **June 28, 2016**, Brooklyn Legal Services (“BLS”), the attorneys for all of the Applicants, filed a motion for discovery in the proceeding against Jules Skloot⁸ for discovery. In this motion, BLS stated:

The current tenants at the Building are Respondent Jules Skloot, along with Heidi Chua, Jacob Hodes, Yashna Maya Padamsee, Lucas Shapiro, and Sonny Singh. **Shruti Parekh is an under-tenant of Heidi Chua.** David Suarez vacated the Building on December 31, 2014 and has signed a notarized affidavit of surrender to any tenancy rights at the Building.

(See Exhibit “G”—Affirmation of Nisha D. Vora at Par. 11)

21. The motions for discovery were each granted and the Housing Court Proceedings were consolidated.

22. By Notice of Motion dated October 20, 2017, Owner moved to restore the proceeding to the Court’s trial calendar and for an Order of use and occupancy⁹ pursuant to RPAPL §745. (See Exhibit “H”)

23. BLS opposed the motions.

⁸ Each tenant moved for discovery, in resolving those motions, the six (6) Housing Court Proceedings were consolidated.

⁹ The statement in each of Plaintiff’s affidavits that they never paid rent because the landlord never asked for rent is therefore inaccurate.

24. By Notice of Motion dated **February 14, 2018**, BLS moved for additional disclosure. In this motion, BLS stated:

The current tenants at the Building are Respondent Jules Skloot, along with Heidi Chua, Jacob Hodes, Yashna Maya Padamsee, Lucas Shapiro, and Sonny Singh. **Shruti Parekh is an under-tenant of Heidi Chua.** David Suarez vacated the Building on December 31, 2014 and has signed a notarized affidavit of surrender to any tenancy rights at the Building.

(See **Exhibit “I”—Affirmation of Taylor Anvid at Par. 17**)

25. By notice of motion dated **June 12, 2018**, BLS filed a motion to dismiss the Housing Court Proceedings. In this motion, BLS stated:

The current tenants of record at the Building are Respondents Jules Skloot, along with Heidi Chua, Jacob Hodes, Yashna Maya Padamsee, Lucas Shapiro, Sonny Singh, Shruti Parekh and Heidi Chua. David Suarez vacated the Building on December 31, 2014 and has signed a notarized affidavit of surrender to any tenancy rights at the Building.

(See **Exhibit “J”—Affirmation of Taylor Anvid at Par. 6**)

26. In August 2019, BLS moved for dismissal pursuant to the recently passed HSTPA, which limited an Owner’s ability to recover possession of multiple units within a single building for his or her own use. Petitioner cross-moved for leave to discontinue the proceedings without prejudice.

27. In June 2020, the Court granted Owner leave to discontinue the proceedings as moot.¹⁰ (See NYSCEF Doc. No. 14)

28. Critically, despite each tenant being represented by BLS throughout the entirety of the proceeding, during the four (4) years of the pendency of the Housing Court Proceedings, BLS never advised the Court that any of the tenants of record had

¹⁰ The 2019 HSTPA severely limited an owner’s ability to recover possession of rent stabilized units for his or her own use. These limits precluded Judith Grunbaum from recovering a sufficient portion of the Building from the known tenants so as to allow her to use the Building for her intended use.

permanently vacated the Building, other than David Suarez, nor did any of the Plaintiffs in this action move to intervene into the Housing Court Proceedings.

Plaintiff Lili Salmeron is not a tenant and has no rights of occupancy:

29. In August 2019, Owner provided notice to all occupants at the Building that it was installing a new lock on the front door of the Building and set forth a method by which keys to the new lock could be obtained.

30. In response to this notice, Plaintiff Lili Salmeron appeared and requested a key, informing Defendants that she was occupying the First Floor Front Room.

31. Defendant's investigation revealed that Yashna Maya Padamsee, the Tenant of the First Floor Front Room pursuant to the DHCR Order, had vacated the room in or about December 2017. Ms. Padamsee sent an email to Defendants on September 29, 2020 stating she had vacated her room in the Building **in December 2017**. (See **Exhibit "D"**)

32. Accordingly, Owner served a notice to quit upon Plaintiff Salmeron. After she failed to vacate, Owner commenced a holdover proceeding against Plaintiff Salmeron.

33. Plaintiff Salmeron appeared in the holdover proceeding and negotiated a stipulation of settlement dated February 24, 2020, whereby she acknowledged that she was a licensee at the Building, consented to a judgment and warrant, and agreed to vacate the Building by August 31, 2020. She additionally agreed to pay use and occupancy during that time. (See **Exhibit "K"**)

34. Plaintiff Salmeron failed to vacate in accordance with the terms of the Stipulation. Due to the various Covid-19 related Executive Orders, Administrative

Orders and eviction moratorium, the Owner has been unable to execute her warrant of eviction.

35. While Plaintiff Salmeron may be seeking to lay the groundwork to challenge the February 24, 2020 Stipulation this is not the place in which she can do that. She has already received the full benefit of her bargain, and she has not moved for that relief in Housing Court in the more than seven (7) months since she made the agreement.¹¹

Plaintiff Turner:

36. Plaintiff Turner, by her own admission, moved into the Building in December 2019. She purports to occupy the First Floor Back Room.

37. The Tenant of that room pursuant to the DHCR Order is Jules Skloot.

38. On September 29, 2020, Defendant served a Notice of Termination on Jules Skloot, terminating her tenancy based upon her failure to utilize the room as her primary residence. (See **Exhibit “L”**)

39. That same day, Jules Skloot sent an email to Defendant YHT Management stating that she vacated the Building in November 2019. (See **Exhibit “D”**)

40. Plaintiff Turner began occupying the room following Jules Skloot’s vacatur thereof without Owner’s consent. She is some species of illegal occupant and is claiming squatter’s rights, which are no rights whatsoever in law or in equity.

¹¹ It is also clear that Plaintiff Salmeron had the advice of counsel, most likely Ms. Rudolph, throughout the course of the holdover proceeding.

Plaintiff Parekh:

41. Plaintiff Parekh purports to have originally come into the Building as a roommate/girlfriend of Plaintiff Singh, the tenant of the Fourth Floor Back Room.¹²

42. She further purports that she moved into the Second/Third Floor Front Room in 2016, after submitting a “formal request through [her] attorney to move into the Second Floor/Front Room.”¹³

43. Plaintiff Parekh fails to provide the Court with the full facts of this “formal request.”

44. In fact, in November 2015, Heidi Chua, the tenant of this room pursuant to the DHCR Order, requested consent from the prior owner to sublet the room to Shruti Parekh. (See **Exhibit “F”**)

45. Defendant Grunbaum, by counsel, rejected that request as it was improper pursuant to RPL §226. (See **Exhibit “F”**)

46. Ms. Chua vacated the room, without surrendering possession to Petitioner, and Ms. Parekh purports to have begun occupying the room, notwithstanding the Owner’s rejection of the sublet request.

47. It is unknown to Defendants if Ms. Parekh ever actually occupied the Third Floor Front Room.

48. On June 13, 2016, Shruti Parekh, by counsel, filed an answer to the holdover proceeding commenced against Heidi Chua. (See **Exhibit “M”—Notice of Petition; Exhibit “N”—Shruti Parekh Answer**)

49. The Petition alleged:

¹² Owner is not challenging Singh’s rights to a roommate pursuant to RPL §235-f

¹³ In any event this argument must fail. If Parekh had been a lawful subtenant, which she was not, the law limits the duration of her subtenancy to two (2) years.

2) “Heidi Fritzie Bumba Chua is the month to month tenant of record for the subject Building.

3) Respondent-Undertenants “John Doe” and/or “Jane Doe” are the unknown undertenants of the Respondents.”

(See **Exhibit “M”**)

50. Parekh’s answer denied knowledge sufficient to for a belief as to the allegation concerning Chua and denied the allegation that Jane Doe (i.e. herself) was an undertenant of the room.¹⁴ (See **Exhibit “N”**)

51. Further, in her answer, Shruti Parekh inserted her own name in place of Jane Doe, yet denied that Jane Doe was an undertenant of the Building, again despite several representations throughout the course of the litigation that Shruti Parekh was the undertenant of Heidi Chua.

52. Although Heidi Chua has recently represented to Petitioner that she vacated the Building in December 2015 (see **Exhibit “D”**), from March 2016 to June 2020, Shruti Parekh never asserted her own tenancy rights¹⁵ to the Third Floor Front Space.

53. It is known to Petitioner however, that Shruti Parekh did not occupy the room since at least August 2019. In fact, from at least August 2019 until August 2020, Ms. Parekh was not at the Building at all. Rather, she was living in California.

54. From at least June 2020 through September 1, 2020, Evrim Hikmet Ogut (“Ogut”) was occupying the Third Floor Front Room.

¹⁴ Notwithstanding this purported lack of knowledge as to Heidi Chua’s status in relation to the room and denial that Parekh was the subtenant, the same counsel repeatedly alleged that Heidi Chua was the tenant of the room and Shruti Parekh was her subtenant. See Paragraphs “20” and “24”, *supra*.

¹⁵ To the extent she appeared in an HP proceeding, this is in no way an indication or confirmation of tenancy rights, as an occupant or subtenant has standing to maintain an HP Proceeding. Nor was there any express concession from Owner as to Parekh’s status during the HP proceeding.

55. When Ogut vacated the room, Owner secured possession of the room on behalf of the Tenant.

56. Upon Owner's securing the room, Ms. Rudolph contacted my office and alleged that Ms. Parkeh had been locked out of the room, and that she is the lawful tenant thereof.

57. I informed Ms. Rudolph that Ms. Parekh is not the tenant of that room, had not occupied that room at all for at least ninety (90) days prior to Owner's securing the room, and therefore she cannot have been locked out (in the legal sense of the term).

58. I further informed Ms. Rudolph that if she produced any evidence demonstrating that Ms. Parekh was the lawful tenant entitled to possession of the room, Owner would give her possession forthwith.

59. To date, no such evidence has been provided.

60. On September 29, 2020, Owner served Heidi Chua with a notice of termination, terminating her tenancy based upon her failure to use the room as her primary residence. (See **Exhibit "L"**)

61. That same day, Heidi Chua sent Defendants an email that she vacated the room **in December 2015**. (See **Exhibit "D"**)

62. On September 11, 2020, Plaintiff Turner broke the lock to the Third Floor Front Room. Only then did Ms. Parekh (and Plaintiff Singh) begin sleeping in the Third Floor Front Room.

Plaintiff Tharmaratam:

63. Plaintiff Sanjeevan Tharmaratam is purportedly the occupant of the Third Floor Back Room.

64. The tenant of record of this room is Jacob Hodes.

65. The Complaint in this action alleges that Tharmartan moved into the Third Floor Back Room in September 2017.¹⁶

66. On September 13, 2018, Jacob Hodes, the recognized tenant of the Third Floor Back Room was deposed in conjunction with an action the Estate of Arthur Gassner commenced against the occupants for unpaid rent/use and occupancy.

67. At that deposition, Mr. Hodes stated, under oath, that he had moved out of the Building in August 2017. (See **Exhibit “O”—Hodes EBT Transcript**)

68. Mr. Hodes further acknowledged that he had never surrendered possession to the landlord, and that Sanjeevan was his subtenant. (See **Exhibit “O”**)

69. Hodes did not request permission to sublet his room.¹⁷

70. On September 29, 2020 Owner served a notice of termination on Hodes, terminating his tenancy based upon his failure to use the room as his primary residence. (See **Exhibit “L”**)

71. As of this date, Jacob Hodes has not surrendered possession to Owner.

Recent Events:

72. On July 31, 2019 Defendant Judith Grunbaum came to the Building for the purposes of inspecting the Building. (See Judith Grunbaum Affidavit)

73. Plaintiff Singh physically stopped her from entering the Building.

74. As a result, Judith Grunbaum, a grandmother in her seventies, no longer felt comfortable at her own property, and asked her step-son, Defendant Samuel

¹⁶ Plaintiff Tharmartan has not submitted an affidavit in support of Plaintiff’s Order to Show Cause.

¹⁷ As the Owner’s use holdover was pending, and Owner named a “John Doe” in that proceeding, there was no reason to commence a separate proceeding against this unauthorized occupant.

Grunbaum, to take over management of the Building in conjunction with YHT Management Inc.

75. In the course of managing the Building, Defendant Samuel Grunbaum has entered the Building from time-to-time. (See Samuel Grunbaum Affidavit)

76. In March 2020, Samuel Grunbaum went to the Building to inspect certain violations placed by HPD at the Building, including a violation to “remove all encumbrances consisting of household items obstructing egress at public hall, 3rd story”. (Id.)

77. At that time, Plaintiff Shapiro was extremely confrontational and attempted to prevent Mr. Grunbaum from accessing the Building. (Id.)

78. Mr. Grunbaum also saw a person he had not previously seen at the Building, whom he now knows to be Plaintiff Turner. She refused to identify herself to Mr. Grunbaum. (Id.)

79. Mr. Shapiro was similarly confrontational when Mr. Grunbaum returned a few weeks later to confirm that the items had been removed from the hallway (they had not). (Id.)

80. In May 2020 Brooklyn Legal Services contacted Defendants’ prior counsel alleging that Mr. Grunbaum was harassing the tenants by asking them to remove personal belongings from the hallways. (See **Exhibit “P”**)

81. After Plaintiff’s counsel falsely accused Defendant of harassment, and showing up at the Building at “odd hours”, coupled with Plaintiffs’ refusal to correct the HPD violation caused by their personal property in common areas of the Building, and the discovery of previously unknown persons at the Building, Defendant decided it was

necessary to install cameras in the common areas of the Building to protect the Defendants from false allegations, for proof that Plaintiffs were causing violations at the Building and to know who was in occupancy.

82. Defendant installed the cameras on June 9, 2020.

83. Since that date, Mr. Grunbaum has returned to the Building periodically for various reasons relating to management of the Building, including, but not limited to, collecting a key to the Building for a lock Plaintiff's had been using to prevent him from accessing the Building, work attendant to the security cameras, accompanying the process server to serve papers, making himself available on August 31, 2020 for Plaintiff Salmaron to surrender possession in accordance with the stipulation she signed and securing vacant rooms. (See Samuel Grunbaum Affidavit)

Plaintiff's Request for an Injunction:

84. Based upon the foregoing, as well as the accompanying papers and exhibits, it is clear that Plaintiffs do not meet any of the elements necessary to obtain a TRO or preliminary injunction.

85. Plaintiffs' request for injunctive relief seeks an Order enjoining Defendant from at least fifteen (15) distinct categories of actions, including categories of actions that Plaintiffs have never alleged any Defendant has previously engaged in, such as discontinuing or reducing essential services or commencing baseless eviction proceedings.

A. Plaintiffs do not demonstrate a likelihood of success on the merits:

86. The entirety of Plaintiffs' arguments relies upon their erroneous positions that (a) they are each rent stabilized SRO tenants and (b) that an SRO tenant has an exclusive right to common areas of the building in which the SRO unit is located.

87. Since these positions have no basis in law, Plaintiffs have not demonstrated a likelihood of success on the merits and they cannot allege a favorable *status quo* nor ongoing harassment.

88. Plaintiffs argue that they must demonstrate a likelihood of success on the merits in order to obtain a TRO, but then state "but even if the Plaintiffs could not prove such [a likelihood of success on the merits], this Court should still grant the Plaintiff's request for injunctive relief given the health and safety concerns arising from Defendants' conduct." (See Plaintiffs Memorandum of Law pp.11-12)

89. Since March 1, 2020, the only time Defendants appeared at the Building without a mask was on March 16, 2020. The CDC first recommended widespread mask usage on April 3, 2020.¹⁸ Governor Cuomo's Executive Order requiring masks was issued on April 15, 2020.¹⁹

90. Since that time Defendants have always wore masks at the Building and have observed social distancing with Plaintiffs.²⁰

¹⁸ <https://www.npr.org/sections/coronavirus-live-updates/2020/04/03/826219824/president-trump-says-cdc-now-recommends-americans-wear-cloth-masks-in-public>

¹⁹ <https://www.governor.ny.gov/news/amid-ongoing-covid-19-pandemic-governor-cuomo-issues-executive-order-requiring-all-people-new>

²⁰ There have obviously been times that Defendants were less than six (6) feet from any one Plaintiff, but if that was the case, it was Plaintiff who remained in the vicinity of Defendants. Defendants never followed any Plaintiff in such a manner as to prevent them from properly socially distancing.

B. Plaintiffs have not shown a risk of irreparable injury:

91. Further, Plaintiffs have not established a risk of irreparable injury absent the granting of an injunction.

92. Plaintiffs' allegations all related to the common areas of the Premises. Defendants have not "invaded the living spaces of residents." (Plaintiff's Memo of Law at pg. 19)

93. Nothing alleged by Plaintiffs prevents any of the Plaintiffs from exclusively utilizing the rooms they purport to occupy nor from using the common areas i.e. the kitchen and bathrooms. It is not disputed that Defendants do not have security cameras in any individual rooms and Defendants have not entered any of the individual rooms at all, let alone without proper PPE and social distancing.

94. Plaintiffs have repeatedly hosted guests at the Building during the pandemic. (See **Exhibit "R"**)

95. Therefore, their claims that Defendants are creating unreasonable risks by bringing outside people into the Building is hypocritical.

There has been no illegal lockout:

96. Defendants have not locked Ms. Parekh out of "her" room.

97. The affidavits submitted by Plaintiffs establish that no lockout occurred.

98. By all accounts, Shruti Parekh was not residing in the Third Floor Front Room at any time during the thirty (30) day period prior to Samuel Grunbaum securing the room on behalf of the absent tenant of record on September 2, 2020.

99. In fact, Shruti Parekh was not even in the Building during the entire thirty (30) days prior to the locking of the room, having returned from an extended stay in California, where she is a teacher at UCLA, on August 10, 2020.

100. Rather, Plaintiffs Singh and Shapiro conceded that without Owner's consent, they decided to allow an international visitor to occupy the Third Floor Front Room from the inception of the pandemic through September 1, 2020.

101. Plaintiffs' arguments continued to incorrectly posit that, although the Building consists of SRO units, they are entitled to unilateral and exclusive control of the entire Building, to the exclusion of the Owner.

C. The balance of equities does favor Plaintiffs:

102. Finally, the balance of equities does not favor Plaintiffs.

103. In 2017, DHCR ruled that the Building consists of six (6) SRO units.²¹

104. The DHCR decision was based upon the application of seven (7) individuals. Only two (2) of those individuals are Plaintiffs in this action.

105. This means that all but two (2) of the original six (6) rooms should be vacant.

106. Yet, there are six (6) Plaintiffs in this action, each claiming rights to a different room in the Building.

107. Owner has never consented to anyone other than the original tenants occupying these rooms.

²¹ Although HPD records indicate the Building contains nine (9) Class "B" Units and one (1) Class "A" Unit, it is largely undisputed that the six (6) rooms subject to the DHCR area are the only SRO rooms at the Building. Several rooms have adjoining "alcoves" that appear to previously have been separate rooms, but the DHCR decision appears to determine only six (6) rooms exist at the Building.

108. Plaintiffs have unlawfully occupied these rooms which rightfully belong to Owner.

109. In addition to these individual rooms, the entirety of Plaintiffs' case is premised upon the conclusion that Defendants, as Owner of the Building and her agents, have no rights to access the common areas of the Building, a premise which has no basis in law or fact.

110. Plaintiffs' argument is best encapsulated in the following sentence from page 20 of Plaintiffs' Memorandum of Law: "The House is a brownstone home, not an apartment building with multiple apartments."

111. Plaintiffs Singh and Shapiro, with the assistance of the same counsel now representing all Plaintiffs, sought and obtained a determination from DHCR that the Building is one comprised of six (6) SRO units, over the prior Owner's objections that the Premises was a single home rented under a single lease to multiple tenants.

112. Plaintiffs are both collaterally and judicially estopped from claiming the Building is anything but six (6) SRO units.

113. The "balance of equities" cannot favor Plaintiffs being relieved from the consequences of that successful claim.

There has been no Harassment:

114. With the exception of Defendants' securing the Third Floor Front Room on September 2, 2020, which was addressed *supra*, and is addressed further in the affidavit of Samuel Grunbaum, there has not been a single allegation of Defendant entering any of the SRO units without consent.

115. It is not disputed that the security cameras are exclusive to common areas of the Building.

116. Plaintiffs have not cited to any legal precedent that prohibits a landlord from maintaining security cameras in the common area of the Building, because there is none.

117. Similarly, Plaintiffs have not cited any authority for their contention that Defendants are not permitted to access common areas of the Building without Plaintiffs' consent.

118. Plaintiffs Singh and Shapiro are SRO tenants. The remaining Plaintiffs are persons who have taken occupancy of the Building without Landlord's consent. Were they able to establish tenancy rights to the Building, which they cannot, their rights would be those of SRO tenants.

119. SRO tenancies do not grant tenants any exclusive rights to common areas of the Building.

120. Plaintiffs' claims regarding Defendants unannounced visits to the common areas of the Building and Defendants' maintenance of security cameras in the common areas of the Building are all based upon the erroneous assumption that any of the Plaintiffs have an exclusive right to the common areas.

I. Alleged Discrimination:

121. Plaintiffs further allege that Defendants have engaged in discriminatory practices.

122. These claims too are without legal support. Defendants have not engaged in any actions targeted at any protected class.

123. Plaintiffs have not alleged that Defendants have acted differently towards any individual Plaintiff on the basis of their sex, creed, religion or other characteristic.

124. Instead, Plaintiffs allege that the Defendant's "policies" have a disparate impact upon them based on their religion and/or gender.

125. Plaintiffs' arguments must fail, as Plaintiffs fail to allege such policies.

126. Owner's presence at the Building is not a policy, it is Owner's right.

127. Likewise, Owner's right to install security cameras to monitor her property is not a policy, it is her right as Owner of the Premises.

128. Moreover, contrary to Plaintiff's claim, the common areas of the Building do not constitute a "Housing Accommodation" under the NYC Administrative Code.

A. Religion:

129. Plaintiff Singh alleges he is discriminated against based upon his religion, because as a result of the cameras in the common areas, he is "embarrassed to be seen with his hair uncovered in the hallways."

130. Singh acknowledges that he has posted on his personal website, available to any person, www.sonnysingh.com, a video depicting him uncovering his hair.

131. Notwithstanding that Defendants are, therefore, able to observe his uncovered hair any time they desire, ²² there is no appreciable difference as to whether his hair is observed through his website or via the security cameras.

132. Likewise, Mr. Singh does not appear to be "embarrassed" when he walks outside the Building with his hair uncovered, so that anyone on the street might observe his uncovered hair. Annexed as **Exhibit "R"** are screenshots from the security camera

²² Defendants have no interest in viewing Singh's hair, uncovered or otherwise.

showing Mr. Singh standing at the open entry door to the Building with his hair uncovered.

133. Notwithstanding the foregoing evidence which rebuts Mr. Singh's claims, he has not set forth any policy or action that prevents him from his stated ability to practice his religion. In Paragraph 13 of his Affidavit, Singh states:

As a practicing Sikh, I keep my hair covered nearly all the time. However, I do not sleep or bathe with my turban on. I do not feel comfortable being surveilled with my hair exposed in my home **when I walk to and from the bathroom or when I let it dry in common areas after washing it.**

Defendants' security cameras do not impact his ability to sleep or bathe with his hair uncovered. The cameras are not located in the bathroom and not located in his bedroom. Defendants have not affected Singh's ability to practice his religion in the area of the Building to which he has exclusive rights: his bedroom.

134. In Paragraph "17" of his affidavit, Singh states "**In public outside my home**, I keep my hair wrapped and covered at all times."

135. This reveals the underlying issue in this action: Plaintiff believes the entire Building is his home, rather than the Single Room Occupancy unit.

136. Finally, Singh has not shown he has been treated differently than any other tenant (or illegal occupant) in the Building. Rather, Singh's allegations amount to his claim that anyone with an internet connection can see his uncovered hair, but if Defendants view his hair on a security camera, he is being discriminated against.

B. Gender:

137. Plaintiffs Turner, Parekh and Salmeron allege that the security cameras discriminate against them because they identify as woman.

138. Specifically, they allege that because they pass by cameras in the common areas on their way to the shared restrooms, they are discriminated against.

139. The cameras do not move, they remain in place at all times.

140. The cameras are not in the bathrooms, nor are they aimed to face the bathrooms. (See Samuel Grunbaum Affidavit)

141. There is no allegation that they are only operated to track bathroom usage.

142. There is no allegation that they only record when a female passes by the cameras.

143. There is no justification for Plaintiff's position that a female, as opposed to a male, is affected any differently than a male in this situation.

144. Presumably, if any males are present in the hallway outside the restroom and any female passes by to use the restroom, that male will know that the female went into the restroom.

145. Plaintiffs' position that Defendants' knowledge or viewing of certain occurrences makes them uncomfortable, while they are comfortable with everyone else's knowledge and viewing of these same occurrences is not a basis for discrimination.

146. Finally, Turner's allegation that Defendants have discriminated against her as a female by banging on her door to intimidate her is without merit.

147. The room that Turner occupies is the only means of accessing the rear yard of the Building.

148. Defendant Samuel Grunbaum briefly knocked on the door for the purpose of accessing the rear yard in order to install internet service at the Building. Defendants did not bang on the door loudly for hours on end. (See Samuel Grunbaum Affidavit)

149. The purpose of the knocking was to access the rear yard. The identity of the person(s) in the room at the time was completely irrelevant to Defendants.

150. Plaintiff Singh acknowledged in an email that he was refusing to allow access to the yard because he suspected the access request was related to the cameras. (See **Exhibit "S"**)

151. Plaintiffs show no discriminatory actions by Defendants and no disparate impact against the female Plaintiffs.

152. Accordingly, Plaintiffs do not meet the criteria necessary to obtain a temporary restraining Order and their Order to Show Cause must be denied.

WHEREFORE, it is respectfully requested that Plaintiffs' Order to show Cause be denied in its entirety and Defendants be awarded such other and further relief as this Court may deem just and proper.

Dated: New York, New York
October 22, 2020

Jonathan B. Schreier

JONATHAN B. SCHREIER, ESQ.
Attorney Certification