

SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

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CENTURION 14B LLC,

Index No.

Plaintiff

VERIFIED COMPLAINT

- against -

RUSTAM BORLAKOV,

Defendant
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Plaintiff, by its attorneys, Beckmann & Associates LLC, as and for its Complaint against the Defendant, alleges as follows:

1. Plaintiff Centurion 14B LLC is a limited liability company organized and existing under the laws of the State of New York.
2. Plaintiff is and was at all relevant times the owner of condominium Unit 14B at the Centurion Condominium located at 33 West 56th Street, New York, NY 10019 (“Condominium Unit 14B”).
3. On or about January 9, 2024, the Defendant submitted to Plaintiff a Lease Application for the leasing of Condominium Unit 14B (the “Lease Application”) (**Exhibit 1**).
4. The Lease Application identified Defendant and members of his family as the persons who will reside at the apartment.
5. The Lease Application further contained, on Page 2, a section titled “Personal Information Regarding Applicant.” There it is stated that the Defendant is in the jewelry manufacturing business, that his estimated income for the year [2024] is \$900,000, and that his actual income for “last year” [2023] was \$720,000.
6. On Page 4 of the Lease Application, above the Defendant’s signature dated

January 9, 2024, is the statement that “the undersigned hereby solemnly declare(s) and certifies that all the information contained herein is true and correct.”

7. Condominium Unit 14B is a luxury condominium located in Midtown Manhattan and rents for \$144,000 a year, or \$12,000 a month.

8. Plaintiff, in reliance upon Defendant’s sworn declarations of the truth of the information on the Lease Application, approved the Lease Application. Plaintiff and Defendant entered into a Lease (**Exhibit 2**), the term of which commenced on January 20, 2024 and ended on January 19, 2025 (the “Lease”).

9. Defendant immediately defaulted under the Lease. He failed to pay rent for the months of February 2024, April 2024, May 2024, June 2024, September 2024 through and including December 2024, January 2025, February 2025 and March 2025.

10. The Defendant’s statement on the Lease Application that his actual income “last year” (i.e., 2023) was \$720,000 was a statement of fact.

11. A prospective tenant’s income is a material fact in relation to the decision whether to grant a lease.

12. The Plaintiff relied on Defendant’s representation that his actual annual income for 2023 was \$720,000 when Plaintiff determined to lease Condominium Unit 14B to Defendant and when Plaintiff entered into the Lease agreement with Defendant.

13. Upon information and belief, Defendant’s representation that his actual income was \$720,000 was false. Said information and belief is based not only on the fact that Defendant failed to pay the rent due for Condominium Unit 14B beginning almost immediately and in the very first full month after he took possession, but also on the fact that since April 2024 Defendant and/or his business entity have been the subject of no fewer than seven separate

litigations commenced in New York State. All such litigations deal with breaches of financial obligations, including rental agreements.

**FIRST CAUSE OF ACTION
(Breach of Lease)**

14. Plaintiff repeats, realleges and incorporates herein the allegations in the preceding paragraphs.

15. Defendant has breached his obligation to pay rent pursuant to the Lease, as follows:

February 2024	\$12,000
Late Fee	\$50
April 2024	\$12,000
Late Fee	\$50
May 2024	\$12,000
Late Fee	\$50
June 2024	\$12,000
Late Fee	\$50
July 2024 Late Fee	\$50
September 2024	\$12,000
Late Fee	\$50
October 2024	\$12,000
Late Fee	\$50
November 2024	\$12,000
Late Fee	\$50
December 2024	\$12,000
Late Fee	\$50
January 2025	\$12,000
Late Fee	\$50
February 2025	\$24,000

Late Fee	\$50
March 2025	\$24,000
Late Fee	\$50

16. Pursuant to paragraph R.19 of the Rider to the Lease, once the Lease expired on January 19, 2025, Defendant became a month-to-month tenant at twice the monthly rent, or \$24,000 per month.

17. Pursuant to paragraph R.13 of the Rider to the Lease, Defendant is liable for a late penalty in the amount of \$50 for every month of unpaid rent.

18. Pursuant to paragraph R.13 of the Rider to the Lease, Defendant is liable for interest on the unpaid rent until paid.

19. Pursuant to paragraphs 16, 17, 18 and 19 of the Lease, Defendant is liable for Plaintiff's legal costs and attorneys' fees.

20. By reason of the above, as of date hereof, Defendant is liable to Plaintiff in the amount of \$156,600.00 prior to the commencement of this action, consisting of: (i) \$108,000.00 in rent through the end of the term of the Lease; (ii) \$48,000.00, for the holdover period through date of this Complaint and continuing at the rate of \$24,000 per month, and (iii) \$600.00, in late fees, plus applicable interest, and continuing.

SECOND CAUSE OF ACTION (Fraud in the Inducement)

21. Plaintiff repeats, realleges and incorporates herein the allegations in the preceding paragraphs.

22. Defendant's representation that his actual income for the year prior to his January 2024 submission of the Lease Application was \$720,000 was a false statement of material fact on which the Plaintiff reasonably relied in agreeing to lease Condominium Unit 14B to

Defendant and in entering into the Lease with Defendant.

23. Defendant's false statement of material fact fraudulently induced Plaintiff into entering into the Lease.

24. Plaintiff was damaged by Defendant's fraudulent inducement. Said damages consist of, in addition to rent arrears, late fees, costs and attorneys' fees, the inability and delay to gain possession of the premises and to secure market rent, additional brokerage fees, and other damages.

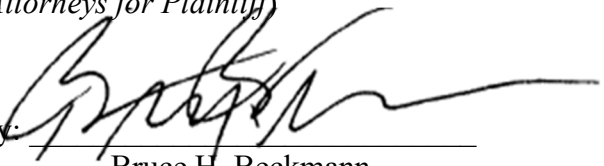
25. As of date hereof, Defendant is liable to Plaintiff for damages for fraud in the inducement, together with exemplary damages in an amount to be determined.

WHEREFORE, Plaintiff demands judgment of Defendant:

- (a) in the amount of \$156,600.00 as of date hereof and continuing per the terms of the Lease at the rate of \$24,050 through entry of judgment on its First Cause of Action, plus applicable interest;
- (b) an amount to be determined by the Court on its Second Cause of Action;
- (c) legal costs, disbursements and reasonable attorneys' fees incurred herein; and
- (d) such other and further relief as the Court may deem just and proper.

Dated: New York, NY
March 6, 2025

BECKMANN & ASSOCIATES LLC
(Attorneys for Plaintiff)

By: 
Bruce H. Beckmann

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