

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO. 23-2851H

TRUSTEES OF THE PRIVATE RESIDENCES AT ONE )	)
DALTON CONDOMINIUM, )	)
Plaintiffs )	)
vs. )	)
JIACHENG SUN )	)
Defendant )	)

JOHN E. POWERS III  
 ACTING CLERK MAGISTRATE  
 2023 DEC 15 P 12:04  
 SUFFOLK SUPERIOR COURT  
 CIVIL CLERK'S OFFICE

**VERIFIED COMPLAINT AND REQUEST FOR INJUNCTIVE RELIEF**

**PARTIES**

1. The Trustees of the Private Residences at One Dalton Primary Condominium Trust ("Plaintiffs or "Condominium Trust"), are the duly elected/appointed members of Private Residences at One Dalton Primary Condominium, which was established pursuant to a Master Deed for the Private Residences at One Dalton Primary Condominium Trust ("Master Deed") dated May 9, 2019, and recorded with the Suffolk County Registry of Deeds (the "Registry") in Book 61087, Page 117. (See Master Deed annexed hereto as **EXHIBIT "A"**). The Plaintiffs bring this action pursuant to their powers set forth in the By-Laws contained within said Master Deed and pursuant to G.L. c. 183A, s. 10(b)(4).

2. The Condominium Trust serves as the duly organized association of Unit Owners for the Private Residences at the One Dalton Condominium, which is a sixty-one (61) Unit residential condominium community located in Boston, Massachusetts, having been established by the Master Deed.

3. Pursuant to a Unit Deed dated July 11, 2022, and recorded with the Registry in Book 679267, Page 342, the Defendant, Jiacheng Sun ("Defendant" or "Sun") is the record

owner of One Dalton Street, Unit No. 3506, Boston, MA 02115, inclusive of all parts and portions thereof, not forming part of the Condominium's common areas and facilities, including, without limitation, all furnishings, interior walls, ceilings, carpeting, flooring, windows, window frames, screens, storm windows, window trim, doors, door frames, door trim, plumbing and sanitary waste fixtures, fixtures for water and other utilities, electrical fixtures and outlets, air conditioning equipment, if any, and all wires, pipes, drains and conduits for water, electrical power and light, telephone and other utility services contained within, and serving the same (collectively hereinafter "Unit 3506"), and resides therein.

#### FACTS

4. Pursuant to Article 1 Section 5 of the Condominium By-Laws:

The terms and provisions of this instrument, as may be amended from time to time in accordance with the terms and provisions of this instrument, shall constitute the By-Laws of the Condominium Association ("By-Laws"). The terms and provisions of these By-Laws shall apply to the Condominium and the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of the Units and guests of Unit Owners, and any other Persons who may use, operate, or maintain the facilities of the Condominium (including, without limitation, any portion of the Common Elements) are and shall be subject to the Condominium Documents and the Primary Condominium Documents.

The acceptance of a deed, mortgage or lease or the act of occupancy of any portion of the Condominium (including any Unit or any portion of the Common Elements), shall constitute an agreement by such owner, mortgagee, lessee, occupant or invitee that the Condominium Documents and the Primary Condominium Documents are accepted, ratified and are fully binding up and enforceable against such Person.

See Condominium By-Law Annexed herein as "**Exhibit B**"

5. Additionally, as per Article 14, section 2 of the Condominium By-Laws:

The violation of any of the Condominium Documents or Primary Condominium Documents shall give the Board the right, in addition to any other rights set forth in these By-Laws or elsewhere in the Condominium documents to enjoy, abate, or

remedy by appropriate legal proceedings, the continuance of any such breach. All expenses incurred by the Board in connection with any such violation by a Unit Owner (or tenant, occupant or invitee of such Unit Owner) shall constitute a Common Charge payable by such Unit Owner.

**Id.**

6. Further, Section 8(g) of the Condominium's Master Deed specifies:

In keeping with the operation of the Condominium as a world-class facility, no Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, excessive or offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any Legal Requirements, Rules and Regulations. For the purposes of this Section, the decision of the Board as to what constitutes a nuisance shall be binding on the Unit Owners.

See **Exhibit "A"**.

7. Finally, Schedule 1, Rule 9 of the By-Laws states:

No Unit Owner shall make or permit any disturbing noises in the Building or do or permit anything which will interfere with the rights, comforts or conveniences of others. The volume of any radio, television, sound system, musical instruments or other sound producing device shall be sufficiently reduced at all times so as not to disturb other occupants.

See **Exhibit "B"**.

8. The Defendant is a well-known perpetrator of loud disturbances within Condominium community, and there have been multiple noise complaints throughout his residency in Unit 3605.

9. On the evening of April 29, 2023 through the morning of April 30, 2023, it was reported that audible screaming and loud conversations were coming from Unit 3605, in disregard to the deleterious impact that such construction activities were having on the health, safety, well-being, rights, interests, comforts and conveniences of the Condominium's other Unit owners, residents, and occupants.

10. In response, the Condominium Trust sent out a Warning of Violation Notice to Defendant alerting him to the excessive noise and its deleterious effect on other Unit Owners, residents, and occupants of the Condominium. (See correspondence annexed hereto as **Exhibit “C”**.)

11. Defendant was warned if these disturbances reoccurred, he could be subject to fines and penalties. **Id.**

12. During the months of August and September, multiple noise complaints were made due to the loud music, audible conversations and screaming coming from Unit 3605.

13. On September 14, 2023, the reception desk, which services the Condominium, received yet another complaint that residents in the Condominium frequently hear audible and excessive screaming all through the night and sometimes during the day from Unit 3506.

14. The reception desk requested that the next time the screaming and loud music disrupted neighboring Units, that Unit residents should make a noise complaint so that security could report to the scene of the incident to investigate the matter further.

15. At approximately 3am on the morning of October 25, 2023, the reception desk received a complaint that extremely loud noises were emanating coming from Unit 3506, creating a nuisance. In response, a security officer was sent up to investigate the disturbance.

16. Upon arrival, the security officer observed that extremely loud noises including screaming were coming from Mr. Sun's Unit.

17. The security officer spoke with the Defendant in Unit 3506, and requested he obey the Condominium Trusts governing documents and that he and his guests cease and desist disturbing other residents. The Defendant agreed to the security guard's request.

18. Subsequently, in accordance with Condominium Trust's governing documents, a violation letter was sent by counsel, and a \$500.00 fine was levied for the early morning disturbances. (See correspondence annexed hereto as **Exhibit "D"**.)

19. Despite such incident having occurred on October 25, 2023, the Defendant continued to violate the Condominium's governing documents by screaming and playing extremely loud music in complete disregard to the impact that his actions and conduct were having on the Condominium's other residents.

20. An additional noise complaint was received by the reception desk on November 14, 2023, as Sun and his guests were making loud noises which started late at night on November 13, 2023 and continued into the early morning on November 14, 2023, disrupting the sleep of neighboring Units.

21. In response, the Condominium Trust, by counsel, sent the Defendant a second Notice of Violation dated November 16, 2023 reminding Sun that there had been multiple complaints of noise violations in Unit 3506, demanding that the Defendant cease and desist all future noise violations, and assessing a fine in the amount of \$1,000 as per the Condominium governing documents. (See correspondence annexed hereto as **Exhibit "E"**.)

22. In flagrant disregard for this demand, a mere two days later, during the overnight hours of November 18, 2023 until 7am on November 19, 2023, Defendant was heard screaming, partying, and playing loud music.

23. Accordingly, on November 21, 2023, Sun was sent a third Notice of Violation by counsel due to excessive noise and disruptive conduct, and his Unit was assessed a fine of \$1,500. (See the correspondence annexed hereto as **"Exhibit F"**).

24. Tellingly, after receiving each of the above reference violation notices, Sun's misconduct became precipitously worse and disturbances occurred with greater frequency. Following the disruption on November 21, 2023, Sun committed additional noise violations on November 22, 2023 and November 24, 2023.

25. The Condominium Trust levied a \$1,500 fine for each infraction, and notified Defendant of the infraction by an email sent by counsel on November 28, 2018. (See the correspondence annexed hereto as "Exhibit G").

26. Further, it is wholly evident that Sun has no intention to abide by or obey the Condominium's governing documents, and will continue to disturb and annoy his neighbors.

27. The Defendant's actions, conduct and behavior, as herein described, not only constitute clear violation of the Condominium's governing documents with which he is obligated to comply, but such actions, conduct and behavior on the part of the Defendant also continue to have a material and deleterious impact on the health, safety, well-being, right, interests, comforts, and convenience of the Condominium's other Unit Owners, residents and occupants.

28. The Condominium Trust, together with the Condominium's other Unit Owners, residents, and occupants, have suffered damages, prejudice, and harm, as a result of the Defendant's actions, and they will continue to suffer permanent and irreparable harm in the absence of injunctive relief being issued.

**COUNT I**  
**DECLARATORY JUDGMENT**

29. The Condominium Trust repeats, re-alleges, and incorporates herein, each and every allegation of its Complaint.

30. There exists an actual controversy between the Condominium Trust and the Defendant as to Sun's ongoing creation and perpetuation of disturbances both within his Unit, and within and upon the Condominium's common areas.

31. The dispute between the parties has created uncertainties as to the parties' respective rights, obligations, and duties with regards to Sun's ongoing creation and perpetuation of disturbances both within his Unit, and within and upon the Condominium's common areas.

32. A declaratory judgment establishing the parties' rights, obligations, and duties with regards to the Defendant's creation and perpetuation of disturbances both within his Unit, and within and upon the Condominium's common areas, and which constitute a patent violation of the above-cited provisions of the Condominium's governing documents, will remove these uncertainties and terminate the controversy relating thereto.

**COUNT II**  
**REQUEST FOR INJUNCTIVE RELIEF**

33. The Condominium Trust repeats, re-alleges and incorporates herein, each and every allegation of its Complaint.

34. The Condominium Trust enjoys a reasonable likelihood that that the Condominium Trust will succeed on the merits of its claims that the Defendant's ongoing creation and perpetuation of disturbances at the Condominium is in direct contravention to the terms and provisions set forth in the Condominium's governing documents, and with which, he has an inchoate duty and obligation to comply, at all times, and in all respects.

35. Moreover, there is a reasonable likelihood that the Condominium Trust will succeed in demonstrating that the Defendant's actions and conduct as aforesaid, have resulted in a nuisance, which continues to substantially and unreasonably interfere with the rights and

interests of the Condominium's other Unit Owners, residents, and occupants to peacefully use and enjoy their respective Units, and the Condominium as a whole.

36. The Condominium Trust is unaware of any liability insurance sufficient to satisfy its anticipated Judgment in this action.

37. Unless this Court grants the requested injunctive relief, there is a substantial likelihood that: i) the Defendant will continue to create and perpetuate loud disturbances at the Condominium; and ii) the Defendant will continue to act in violation of the Condominium's governing documents, and to perpetuate the nuisance arising therefrom, to the material detriment and harm of the Condominium's other Unit Owners, residents, and occupants, whose health, safety, well-being will continue to be threatened, and whom will continue to suffer permanent and irreparable harm from being deprived of their rights and interests to make reasonable use and to peacefully enjoy their Units and the Condominium as a whole.

**COUNT III**  
**G.L. c. 183A, §6(a)(ii)**

38. The Condominium Trust repeats, re-alleges and incorporates herein, each and every allegation of its Complaint.

39. The Defendant's actions and conduct, as herein described, are unequivocally in violation of the applicable provisions appearing within G.L. c. 183A, Article 14, section 2 of the Condominium By-Laws, and within the Condominium's governing documents.

40. As a result of the Defendant's failure to comply with the Condominium's governing documents, the Condominium Trust has incurred and will continue to incur attorneys' fees, costs, charges and other related expenses.

41. G.L. c. 183A, §6(a)(ii) provides in relevant part that:

"If any expense is incurred by the organization of unit owners as a result of the



unit owner's failure to abide by the requirements of this chapter or the requirements of the master deed, trust, by-laws, restrictions, rules or regulations, or by the misconduct of a unit owner, or his family members, tenants, or invitees, the organization of unit owners may assess that expense exclusively against the unit owner and such assessment shall constitute a lien against that unit from the time the assessment is due, and such assessment shall be enforceable as a common expense under this chapter."

42. Further, pursuant to G.L. c. 183A, §6(a)(ii):

"The organization of unit owners may also assess any fees, attorneys' fees, charges, late charges, fines, costs of collection and enforcement, court costs, and interest charged pursuant to this chapter against the unit owner and such assessment shall constitute a lien against the unit from the time the assessment is due, and shall be enforceable as common expense assessments under this chapter."

43. The Defendant is liable for all legal fees, costs, charges and related expenses incurred by the Condominium Trust with respect to this action, and through its ongoing efforts to uniformly enforce the above-cited provisions of G.L. c. 183A and of the Condominium's governing documents, and which continue to accrue.

44. The Defendant is, pursuant to G.L. c. 183A, § 6(b), and the applicable provisions of the Condominium's documents, personally indebted to the Condominium Trust for the amount of unpaid common expenses, interest, late fees, attorneys' fees, fines, and collection costs as referenced above, and as may additionally accrue hereafter.

45. Pursuant to the provisions of G.L. c. 183A, § 6(a) and 6(c), said arrearage in common expenses, with interest, late fees, attorneys' fees, fines and collection costs as aforesaid, and as may additionally accrue hereafter, shall constitute a lien upon Unit 3506, until paid in full

**PRAYERS FOR RELIEF**

WHEREFORE, the Condominium Trust prays that this Honorable Court grant the following relief:

1. Enter a Declaratory Judgment that Defendant's ongoing creation and perpetuation of disturbances both within his Unit, and within and upon the Condominium's common areas, constitutes a patent violation of the above-cited provisions of the Condominium's governing documents, with which he is obligated to comply;
2. The Condominium Trust also hereby requests that the Defendant be ordered to comply at all times and in all respects with the applicable provisions appearing within G.L. c. 183A and within the Condominium's governing documents, as now in effect, and as they may be amended hereafter, and that the Defendant and all those with whom he may be acting in concert, either directly or indirectly, be preliminarily, and thereafter permanently enjoined and restrained from engaging in, perpetuating or suffering any nuisance or disturbance anywhere within Unit 3506, or upon the Condominium or any Units therein, and from engaging in or perpetuating any other action, behavior, conduct, activity or practice which may interfere with the rights and interests of the Condominium's other Unit Owners, residents and occupants, to make reasonable use and to peacefully enjoy their respective Units and the Condominium as a whole;
3. The Plaintiffs also hereby request that this Court enter Judgment in their favor and against Defendant, in an amount equal to all assessed fines, interest and later charges, together with all legal fees, costs, charges and other expenses incurred, and which continue to accrue in connection with the above-entitled action, and through their ongoing efforts to uniformly enforce the applicable provisions appearing within G.L. c 183A and within the Condominium's governing documents, following Defendant's repeated breach and Violation of the same;

4. Declare that there exists a lien against Unit 3506, for the amount of said Judgment, until paid in full; and
5. For further relief as this Court deems just and equitable.

Respectfully submitted,

TRUSTEES OF THE PRIVATE RESIDENCES OF  
ONE DALTON CONDOMINIUM TRUST,

By counsel,

*/s/ Gabrielle Hunter-Ensor*

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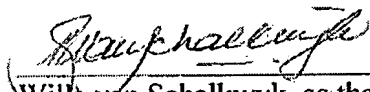
**VERIFICATION**

I, Willa van Schalkwyk, hereby depose and state as follows:

1. I am the Assistant Director of Residences for the, and I also serve as the managing agent for the Trustees of the Residences at One Dalton Place Condominium Trust.
2. I have read the Verified Complaint and, knowing the contents thereof, have found that the allegations of fact set forth therein, based on my own personal knowledge, to be true, except where stated upon information and belief and as to those allegations I believe them to be true.

Signed under the penalties of perjury.

December 8<sup>th</sup>, 2023  
Date

  
\_\_\_\_\_  
Willa van Schalkwyk, as the Assistant  
Director of Residences for the Residences at  
One Dalton Place Condominium, and not  
Individually