GEARY J. JOHNSON

2. Be	tween 19	978 and 20	15, the Res	spondent LA	AHD by p	ermit an	d certifica	ite of	
occupancy (	"COO")	authorized	the install	lation of the	intercom	and auth	norized th	e tanden	ı
parking stall	s secure	l parking lo	ot at Petitic	oner address	1522 Hi	Point St	Los Ange	eles, CA	90035

- 3. Petitioner is a tenant of a rent controlled building. Unlimited maintenance was reduced when the property owner refused to repair or replace Petition's intercom. The intercom is a health and safety equipment that connects to the front door of the building allowing Petitioner to screen visitors, relatives, deliveries. Petitioner at the inception of the tenancy was assigned parking for two cars. Currently also, Petitioner's parking remains reduced from parking for two cars to parking for one vehicle.
- 4. The owner of the property Hi Point 1522 LLC and managed by Power Property

  Management Inc has said circa 2021 that the Petitioner is entitled to maintenance of the intercom
  and entitled to parking for two cars. But the intercom replacement or repair and assignment to
  tandem parking stall have not occurred.
- 5. On or about October 5, 2022, Petitioner filed a complaint with the city of Los Angeles Housing Department ("LAHD") Rent Stabilization Division for rent reduction due to a reduction of housing services. Petitioner also complained that landlord was not providing housing services requested due to owner intentional harassment of Petitioner, a Black male American. Petitioner's complaint joined the actions of the LAHD Rent Stabilization Division and the REAP Division.

6. On December 28, 2022 the city Housing issued a decision denying Petitioner a reduction in rent, refusing to restore the housing services, declaring Petitioner had not suffered a reduction in services, but declaring that the actions of the landlord amount to harassment.

- 7. This case concerns a Petitioner Geary J. Johnson who is Black and is entitled to full and equal housing services. This case concerns the Los Angeles City Housing Departments intentional actions to deprive the Black Petitioner of his legally entitled rights to full and equal housing services and the benefits of the contractual relationship.
- 8. The city of Los Angeles Housing Authority and its rent stabilization department is authorized by the LAMC section Los Angeles Municipal Code RAC section 410, Ord. No. 152,120, Eff. 4/21/79, Oper. 5/1/79. Such ordinance gives the city authority over the housing relationships between tenants and private property owners, called "rent controlled" properties. The property in question is a rent controlled property.
- 9. The city of Los Angeles city Housing Department has not offered and cannot offer any legitimate reasons for its actions as portrayed in its December 28, 2022 Notice of Case Closure which denies that the petitioner has suffered a reduction in services. The decision issued concerns a complaint involving the actions of the code enforcement, REAP, and rent stabilization divisions under the Los Angles Housing Department.

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Petition for Writ of Mandate. Johnson v Los Angeles Housing Department Page 3 of 10

10. The Los Angeles Housing Department includes pertinent divisions entitled Rent
Stabilization or "RSO", REAP, and code enforcement. Documentation to each division is
included in the complaint documents that preceded the city housing decision of December 28,
2022.

11. City owned or operated multifamily dwellings have intercom systems sometimes connected to fire alarm statement. Two tenants died in this building, one whose medical attention may have been impeded by the non working intercom system.

# I. Why Writ Relief is warranted

12. The decision of the LAHD is not based on the whole record. The decision is vague and lacking in specificity. The Petitioner brought this the attention of the LAHD by email See Exhibit. Petitioner asked for appeal process thru the office of Mayor Karen Bass. There was no response from LAHD, Mayor Bass, or the office of the city attorney.

13. The non-working intercom, all at once is a maintenance, nuisance, and racial discrimination issue, i.e denial of full and equal housing services by a housing provider and/or government agency. (Source: state Unruh Act, CC 15.)

14. The intercom in the unit of the Petitioner is not operating as intended.

15. At the location building of the Petitioner, the Walter Barratt owned company "JustBring Your Toothbrush" operates claimed illegal home sharing where services and privileges are granted to hotel like occupants but denied to the Petitioner. Such services denied to the petitioner include Mini split duct air conditioning and heating, DACK app and entry code for smartlock, Owner provided Wi-Fi and high speed Spectrum Internet, InHouse washer and dryer, Maid service, Enhance your stay add-ons, Desk with chair and lamp, Guest parking, A full maintenance team, who can deal with most repairs with in 24 hour., A fully loaded kitchen, Bedding and towels, Air purifier, a shower water filter, anti-allergic mattress encasement & "disposable slippers with your wellness in mind."

- 16. This petition is necessary because Petitioner has no other remedy to assure that he receives a working intercom and tandem or two car parking stall. Petitioner has no other remedy to assure that he receives full and equal housing benefits and services. Petitioner has no other remedy to assure he receives the full benefits of the contractual housing relationship.
- 17. The city LAHD is a government administrative agency whose decision this court is authorized to review under CCP 1085.5.
- 18. The city of Los Angeles city Housing Department has not offered and cannot offer any legitimate reasons for its actions as portrayed in its December 28, 2022 Notice of Case Closure which denies that the petitioner has suffered a reduction in services. The decision issued concerns a complaint involving the actions of the code enforcement, REAP, and rent stabilization divisions under the Los Angles Housing Department.

Petition for Writ of Mandate. Johnson v Los Angeles Housing Department Page 5 of 10

19. The Los Angeles Housing Department include:	s pertinent divisions entitled Rent
Stabilization or "RSO", REAP, and code enforcement. Do	cumentation to each division is
included in the complaint documents that preceded the cit	y housing decision of December 28,
2022.	

- 20. The Petitioner's parking was reduced from two cars to one, says the undisputed evidence. The Petitioner's one hundred percent to unlimited maintenance was reduced to exclude the intercom; those are both reductions in housing services, and that are continuing.
- 21. City and county owned multifamily dwellings have intercom systems sometimes connected to fire alarm statement. Two tenants died in this building, one whose medical attention may have been impeded by the non working intercom system.
- 22. As a Black American tenant, Petitioner would like to have opportunity and application process to receive the above housings services or a rent reduction equivalent for denial of such services. This subject city rent controlled unit is separate and unequal housing services, under the authority of Mayor Karen Bass, who "has the authority to hire and fire the heads of most departments, agencies, and oversight commissions". (Source: Google).
- 23. The primary issue is did Respondent err in declaring that housing services of Petitioner had not been reduced? The second issue is did respondent ignore the whole record in issuing its decision? Did the Respondent ignore the whole record in not detailing why it declared the property owner to have engaged in illegal harassment? The third issue is did the Respondent Petition for Writ of Mandate. Johnson v Los Angeles Housing Department Page 6 of 10

unfairly issue a decision that was vague and lacking in specificity and not in compliance with Topanga? The Respondent has failed to specifically list what sections of the harassment ordinance it feels were violated, denying the Petitioner fair opportunity to use the decision to his advantage.

# II. THE PETITION IS TIMELY

This petition is within 90 days of the December 28 2022 decision No hearing was held before the decision.

# WHEREFORE PETITIONER PRAYS AS FOLLOWS:

Petitioner requests the court issue an ALTERNATIVE WRIT OF MANDATE/ORDER that Respondent Los Angeles City Housing Department employee Agass: Topchian and the Los Angeles Housing Department:

- 1. Provide evidence from the whole record for its decision that Petitioner did not suffer a reduction in housing services and is not entitled to a rent reduction;
- 2. Provide evidence from the whole record which detail which sections of the city harassment by landlord ordinance does the December 28 2022 decision refer to i.e. LAMC section 45.33 and 16 sections under "Tenant Harassment";

Petition for Writ of Mandate. Johnson v Los Angeles Housing Department Page 7 of 10

Petition for Writ of Mandate. Johnson v Los Angeles Housing Department Page 8 of 10

# GEARY J. JOHNSON COL

# **VERIFICATION**

I, GEARY J. JOHNSON, am the petitioner in this proceeding. I have read the foregoing petition and know its contents. The facts stated therein are true and are within my personal knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: Feb. 23, 2023



Geary J. Johnson

Petitioner

# GEARY J. JOHNSON CO

# CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME LIMIT, TYPEFACE

# REQUIREMENTS, AND TYPE-STYLE REQUIREMENTS

This document complies with the word limit of CRC 8.204(c)(1) because, excluding the parts of the document exempted by FRAP 32(f) and , this document contains 4140 words.

Dated: Feb. 23, 2023

Geary J. Johnson

Petitioner

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**GEARY J. JOHNSON** 1 1522 HI POINT ST UNIT 9 2 LOS ANGELES CA 90035 Petitioner, In Pro Per 3 Mob le 323-807-3099 Email: tainmount@sbcglobal.net 4 Facsimile: 323-345-5070 5 6 7 8 SUPERIOR COURT OF CALIFORNIA 9 **COUNTY OF LOS ANGELES** 10 11 Case No.: GEARY J.JOHNSON, 12 PETITIONER MEMORANDUM OF Petitioner, 13 POINTS AND AUTHORITIES IN VS. SUPPORT OF PETITION FOR WRIT 14 OF MANDATE (CCP § 1085) Los Angeles Housing Department, 15 (CCP 1084-1097) Respondent, 16 Hi Point 1522 LLC, 17 Date: Real Party in Interest 18 Time: Department: 19 20 Date Petition Filed: 21 Petitioner alleges: 22 23 I. Background Statement of the Case 24

1. The agency erred because its decision was not based on the whole record as required under Topanga Association for a Scenic Community v. County of Los Angeles (1974) 11 Cal.3d

POINTS AND AUTHORITIES IN SUPPORT Petition for Writ Johnson v Los Angeles Housing

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# **Certificate of Interested Parties**

# Name

# **Nature of Interest**

1. Los Angeles Housing	Respondent
Department	
2. Hi Point 1522 LLC	Real party in Interest
3. Geary J. Johnson	Petitioner

February 23, 2023

Geary J. Johnson

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68 Cal Rptr 2d 205.	

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506. The agency erred because the harassment part of the decision is vague and lacking in specifics and does not explain which parts of the city Harassment Ordinance it feels the owner of the property violated. The decision of the Respondent fails to examine the whole record; the decision must be based on the whole record. Also see Los Angeles Superior Court Johnson v. Unemployment Insurance Board Case 21STCP01911 "Judgment Granting Peremptory Writ of Mandate" (2022).

- 2. Petitioner signed Month to Month rental agreement for tenants unit 9. Signed Feb. 16, 2010. Seven pages, appears at Exhibit 29.
- 3. Petitioner emailed December 11, 2015 at 9:30 a.m. from Los Angeles County
  Department of Health ordering unit 9 intercom repair, replacement, or removal; petitioner
  assumes the county has legal jurisdiction over this matter as a maintenance issue and/or nuisance
  issue. Repair was never made. Two pages. Exhibit 28. Petitioner Received 8/28/20 Publisher's
  Clearinghouse ("PCH") Notice of potential price award of \$17,000 per week for Life. Price award
  is contingent upon PCH being able to reach Geary Johnson by ringing the intercom on the day of
  the award. Intercom is unusable. Exhibit 27. City Los Angeles Ordinance 187109 Tenant AntiHarassment Ordinance was effective 6/6/21. Exhibit 26.
- 4. Petitioner emailed on August 9, 2021 at 12:41 p.m. Complaint for Referral to REAP. Four pages. Exhibit 25.

POINTS AND AUTHORITIES IN SUPPORT Petition for Writ Johnson v Los Angeles Housing

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2

pages. Exhibit 24.

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4	6. Petitioner signed Notice of Change In Terms of Tenancy; move from tandem stall #14
5	to space #8, a single stall. Term of tenancy verifies unit 9 tenants assigned to previously park in
6	stall #14. Signed by owner Cliff Renfrew. Exhibit 23. Signed by Petitioner to new owner Hi
7	Point 1522 LLC but owner has refused to honor it.
9	7. Petitioner emailed January 31, 2022 at 2:08 p.m to City REAP and RSO departments
10	told of Department of Fair Employment and Housing Complaint. Exhibit 21.
11	8. Court issues 2/16/22. Notice of Entry of Judgment. In favor of Geary Johnson. \$569.99
12 13	agairst previous owner Hi Point Apts LLC, employer of Power Property Management Inc. 2
14	pages. Case 21STSC04574. Exhibit 18.
15	9. Case 21STSC04574. Nature of Proceedings. 2/16/22. Exhibit 19.
16	10. Case 21STSC04574. Plaintiff's Claim and Order to Go To Small claims court. Filed
17	12/3/21. Redacted. Issues: Intercom, parking, racism. Exhib:t 20.
18 19	11. Petitioner submits City Code Violation complaint 808802. Filed 2/17/22. Ten pages.
20	Exhibit 22.
21	12. Petitioner Emails May 14, 2022 at 8:45 pm. recalls court hearing. 14 pages.
22	Exhibit 17.
23 24	13. Declaration from Clifford White complains about intercom and parking. Dated
25	September 2022. See Exhibit 35.
26	14. Via Email September 23, 2022 at 8:30 am, Petitioner submits complaint for referral to
27	REAP. Emailed to REAP division and mayor's desk. Four pages. Exhibit 16.
28	POINTS AND AUTHORITIES IN SUPPORT Petition for Writ Johnson v Los Angeles Housing

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5. Petitioner emailed August 9, 2021 at 5:25 p.m to city REAP and RSO divisions. Five

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15. Via	Email October	3, 2022 at 9:26	am. Petitioner	submits as	exhibit for c	case CE 273
371. Exhibit 15	5.					

- 16. Received Complaint CE 273 371 confirmation, attachment list, proof of service, redacted to not include attachments. 5 pages. Oct 5, 2022. Exhibit 14.
- 17. Email November 2, 2022 at 9:52 am Petitioner makes Request for reasonable accommodation to building owner. Exhibit 13.
- 18. Petitioner submits email November 8, 2022 at 2:04 pm. marked as exhibit for city case CE 273371. Nine pages. Exhibit 12.
- 19. Petitioner emails December 8, 2022 at 11:00 a.m. marked as exhibit for city case CE273371. Nine pages. Exhibit 11.
- 20. LAHD issues Letter December 12, 2022 to Hi Point 1522 LLC and owner Meghan Haynes informing the company of the city harassment ordinance. Exhibit 10.
- 21. Petitioner writes email December 15, 2022 at 12:31 to the City RSO division re the case CE273371. The email comments on the city December 13, 2022 "information letter" and details that the city itself has the authority to provide the services the Petitioner has requested. The email lists many of the documents provided to the city including emails about the rent stabilization department, code enforcement, and REAP divisions. Exhibit 9.
- 22. City issues December 28, 2022 letter of case closure Case CE273371 re illegal rent increase, reduction of services, harassment. Letter is from the Investigation and Enforcement Section of the Los Angeles Housing Department signed by Agassi Topchian, Manager. Exhibit 8.
  - 23. Petitioner emails December 29, 2022 at 9:11 am to LAHD, rent control, mayor, and

POINTS AND AUTHORITIES IN SUPPORT Petition for Writ Johnson v Los Angeles Housing

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REAP division. Exhibit 7.

- 24. Petitioner on Feb 3, 2023 via priority mail sends (redacted) letter to Mayor Karen Bass with three emails asking for housing services Exhibit F.
- 25. Petitioner on Feb 7, 2023 sends email at 12:16 pm. to mayor and LAHD on CE273371 decision. Exhibit 5.
- 26. Petitioner writes Feb. 8, 2023 Email at 10:54 p.m. re pictures parking, intercom, curb repair needed. Exhibit 4.
  - 27. Petitioner receives Notice to Enter Premises 2/14:23 re Apt #9. Exhibit 3.
- 28. Petitioner writes Feb. 15, 2023 at 3:02 p.m. email to Housing and Reap et al. 5 pages. (Continuing damages). Exhibit 1.
- 29. Petitioner submits Feb. 15, 2023 Claim for Damages against Los Angeles Housing Department. 5 pages. Exhibit 2.
- 30. Self authenticated show Pictures: Intercom front of building, intercom and wiring inside unit 9, parking space 8 as single stall, parking lot showing multiple single spaces. Four pages. Exhibit 34.
- 31. Petitioner submits Employee roster. Housing and Community Investment Department showing that code enforcement, REAP, and RSO are divisions thereof, Exhibit 30.
  - 32. Petitioner submits employee roster. Office of the Mayor. Seven pages. Exhibit 31.
- 33. Petitioner submits Web page. Los Angeles County Parking Codes.Two pages. Exhibit 32.
- 34. Petitioner submits City LADBS Parking Design page excerpt. Exhibit 33 to show city authority over parking stalls.

POINTS AND AUTHORITIES IN SUPPORT Petition for Writ Johnson v Los Angeles Housing

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# II. Summary of Argument

# **DECISION NOT SUPPORTED BY FINDINGS--**

# FINDINGS NOT SUPPORTED BY EVIDENCE

35. "Purpose of writ of mandate is to enforce performance of acts which the law specially enjoins as a duty resulting from office, trust or station, etc." Bollotin v Workman Service Co. (1954) 128 Cal App 2d 339, 275 P2d 599.

36. Respondent Manager Agassi Topchian and LAHD are liable to provide rent reductions when housing services have been reduced. Topchian, LAHD and Reap Division are liable to provide including but not limited to housing unit maintenance intercom, and provide secured tandem parking, as such services are part of a tenant complaint to LAHD and Topchian.

37. Los Angeles Municipal Code RAC sectior. 410, Ord. No. 152,120, Eff. 4/21/79, Oper. 5/1/79, provides for a reduction in rent if services are reduced. Also see SEC. 162.03.

REFERRAL TO REAP. (Added by Ord. No. 173,810, Eff. 4/16/01.) Petitioner has beneficial right to a reduction in rent but the decision of LAHD is vague and lacking in specificity and not in compliance with Topanga Association for a Scenic Community v. County of Los Angeles (1974) 11 Cal.3d 506.

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POINTS AND AUTHORITIES IN SUPPORT Petition for Writ Johnson v Los Angeles Housing

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	38. Petitioner has a beneficial interest to know specifically which part out of 16 sections
of the l	parassment law property owner violated, and in all instances, to know how the LAHD
arriv∈d	at its December 28 decision.

- 39. Respondent is liable and has a duty to follow the law and provide to Petitioner "full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever" "no matter what (the Petitioner's) their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status". Source state Unruh Act, commonly used in housing decisions such as this case, civil code section 51,52.
- 40. "Housing services are services that are connected with the use or occupancy of a rental unit **including**, **but not limited to**, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance including painting. The term also includes the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits, privileges or facilities." Source: LAMC Sec. 151.02, Definition of Housing Services. Respondent is liable to assure that Petitioner has housing services including but not limited to maintenance, working intercom, and secured tandem parking.

# III. Conclusion

41. This petition is timely filed. "If suit is against local agency, such as county or housing authority, §1094.6 may govern: suit must be filed 90 days after challenged decision becomes

\*POINTS AND AUTHORITIES IN SUPPORT Petition for Writ Johnson v Los Angeles Housing

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final. (Applies to GA). But 90 days don't start until local agency notifies the party, as required by CCP §1094.6(f), that deadline is governed by §1094.6." Dor.nellan v. City of Novato, 86 Cal.App.4<sup>th</sup> 1097, 1102 (2001).

42. The Decision of Respondent has effectively revoked the entitlement of the Petitioner to reduction in rent due to reduction in housing services, and revoked Petitioner's right to full and equal housing services. To obtain writ relief a petitioner must show: "(1) A clear, present and usually ministerial duty on the part of the respondent ...; and (2) a clear, present and beneficial right in the petitioner to the performance of that duty, and (3) 'the lack of any plain, speedy and adequate remedy in the usual course of law. (Lockyer v. City and County of San Francisco (2004) 33 Cal.4th 1055, 1121.) The Petitioner herein has shown the duty of the Respondent and duty as evidenced by the Decision and Exhibits. The Petitioner has shown a clear, beneficial, present right in the performance of the duty of the Respondent, and the lack of any plain, speedy, and adequate remedy in the usual course of law, such lack of remedy either from the Respondent or the property owner. The Decision of Respondent does not provide and evidence and findings to support the denial of deduction in services and denial of reduction in rent. The Decision of Respondent does not provide and evidence and findings to support the decision that harassment by landlord has occurred.

43. Unless (1) a hearing, (2) the taking of evidence and (3) discretion to determine facts are all required by law (CCP § 1094.5, subd. (a)), the review of an administrative agency decision can be had only by traditional mandate (CCP § 1085). Harris v Civil Service Com. (1998), 1st Dist 65 Cal App 4th 1356, 77 Cal Rptr 2d 366.

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44. "A writ of mandate may be issued by any court to any inferior tribunal, corporation, board, or person, to compel the performance of an act which the law specially enjoins, as a duty resulting from an office, trust, or station, or to compel the admission of a party to the use and enjoyment of a right or office to which the party is entitled, and from which the party is unlawfully precluded by that inferior tribunal, corporation, board, or person." CCP 1085.

45. As detailed herein, Petitioner has been unlawfully precluded by city Los Angeles City Housing Department and employee Agassi Tophian, Manager, (Decision December 28, 2023) from the full use and enjoyment of the right to maintenance of the intercom and precluded from the full use and enjoyment of the right to tandem parking, all full and equal rights that Petitioner is entitled to.

46. Respondent December 28 decision is vague and lacking in specificity and has not "bridge[d] the analytic gap between the raw evidence and [its] ultimate decision or order".

Respondent "must render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the basis". Topanga Association for a Scenic Community v. County of Los Angeles (1974) 11

Cal.3d 506.

47. A traditional writ of mandate under CCP § 1085, is a method of compelling the performance of a legal, usually ministerial duty. Generally, a writ will lie when there is no plain, speedy, and adequate alternative remedy, the respondent has a duty to perform, and the petitioner

POINTS AND AUTHORITIES IN SUPPORT Petition for Writ Johnson v Los Angeles Housing

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has a clear and beneficial right to performance. Pomona Police Officers' Assn. v City of Pomona (1997, 2d Dist) 58 Cal App 4th 578, 68 Cal Rptr 2d 205.

# **PRAYER**

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Petitioner requests the court issue an order that compels Respondent Los Angeles City
Housing Department employee Aggassi Topchian and/or the Los Angeles Housing Department
to:

- 1. Provide evidence from the whole record for its decision that Petitioner did not suffer a reduction in housing services and is not entitled to a rent reduction;
- 2. Provide evidence from the whole record which detail which sections of the city harassment by landlord ordinance does the December 28 2022 decision refer to i.e. LAMC section 45.33 and 16 sections under "Tenant Harassment";
- 3. Repair or replace the apartment intercom of the Petitioner within thirty five days of the signing of the order;
- 4. Assign a numbered tandem parking stall to Petitioner within thirty five days of the signing of the order;

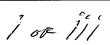
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POINTS AND AUTHORITIES IN SUPPORT Petition for Writ Johnson v Los Angeles Housing
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1	5. Restore housing services as stated herein at the Petitioner's current address of rec	ord 1522 Hi
2	Point Street unit 9, Los Angeles, California 90035.	
3		
4	6. Incur the costs to provide herein stated housing services to Petitioner and such co	sts may be
5	charged to the property owner.	
6	charged to the property owner.	
7	7. For costs of suit herein incurred; and	
8	,	
9	8. For such other relief as the court may deem proper.	
10		
11	d prop	COTCULX
12	Date: FEB. 23, 2023	ECTFULLY:
13	CFARV I JOHNSON Petitioner. In	Pro Per
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POINTS AND AUTHORITIES IN SUPPORT Petition for Writ Johnson v Los Angeles Housing Department - Page 11 of 11 from Geary J. Johnson

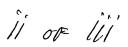
# Exhibits Petition for Writ of Mandate by Geary J. Johnson 2/23/23

Exhibit		Pages
1	Feb. 15, 2023 at 3:02 p.m. Email to Housing and Reap et al. 5 pages. (Continuing damages).	12-16
2	2 Feb. 15, 2023. Claim for Damages against Los Angeles Housing Department. 5 pages	
3	Notice to enter premises 2/14/23 re Apt 9.	22
4	Feb. 8, 2023 Email at 10:54 p.m. re pictures parking, intercom, curb repair needed.	23
5	Feb 7, 2023 email at 12:16 pm. Email to mayor and LAHD on CE273371 decision.	24
6	Feb 3, 2023 Priority mail redacted letter to Mayor Karen Bass with three emails asking for housing services	25-31
7	December 29, 2022 email at 9:11 am to LAHD, rent control, mayor, and REAP division.	32-34
8	December 28, 2022 letter of case closure Case CE273371 re illegal rent increase, reduction of services, harassment. Letter is from the Investigation and Enforcement Section of the Los Angeles Housing Department signed by Agassi Topchian, Manager.	35
9	Email December 15, 2022 at 12:31 to the City RSO division re the case CE273371. The email comments of the city December 13, 2022 "information letter" and details that the city itself has the authority to provide the services the Petitioner has requested. The email lists many of the documents provided to the city including emails about the rent stabilization department, code enforcement, and REAP divisions.	36-38
10	Letter December 13, 2022 from LAHD to Hi Point 1522 LLC and owner Meghan Haynes informing the company of the city harassment ordinance.	39-40
11	Email December 8, 2022 at 11:00 a.m. Marked as exhibit for city case CE273371. Nine pages.	41-49
12	Email November 8, 2022 at 2:04 pm. Marked as exhibit for city case CE 273371. Nine pages.	50-58
13	Email November 2, 2022 at 9:52 am. Request for reasonable accommodation to building owner.	59
14	Complaint CE 273 371 confirmation, attachment list, prcof of service, redacted to not include attachments. 5 pages.	60-65



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15	Email October 3, 2022 at 9:26 am. Marked as exhibit for case CE 273 371	66-67
16	Email September 23, 2022 at 8:30 am. Complaint for referral to REAP. Emailed to REAP division and mayor's desk. Four pages.	68-71
17	Email May 14, 2022 at 8:45 pm. Recall of court hearing. 14 pages	72-85
18	2/16/22. Notice of Entry of Judgment. In favor of Geary Johnson. \$569.99 against previous owner Hi Point Apts LLC, employer of Power Property Management Inc. 2 pages. Case 21STSC04574.	86-87 `
19	Case 21STSC04574. Nature of Proceedings. 2/16/22.	88-89
20	Case 21STSC04574. Plaintiff's Claim and Order to Go To Small claims court. Filed 12/3/21. Redacted. Issues: Intercom, parking, racism.	90-96
21	Email January 31, 2022 at 2:08 p.m. City REAP and RSO departments told of Department of Fair Employment and Housing Complaint.	97
22	City Code Violation complaint 808802. Filed 2/17/22. Ten pages.	98-107
23	Signed 11/4/21. Notice of Change In Terms of Tenancy. Move from tandem stall #14 to space #8, a single stall. Term of tenancy was for unit 9 to park in stall #14. Signed by owner Cliff Renfrew.	108
24	Email August 9, 2021 at 5:25 p.m.To city REAP and RSO divisions. Five pages	109-113
25	Email August 9, 2021 at 12:41 p.m. Complaint for Referral to REAP. Four pages.	114-117
26	City Los Angeles Ordinance 187109. Tenant Anti-Harassment Ordinance. 6/6/21	118-124
27	Received 8/28/20. Publisher's Clearinghouse Notice of potential price award of \$7,000 per week for Life. Price award is contingent upon PCH being able to reach Geary Johnson by ringing the intercom on the day of the award.	125
28	Email December 11, 2015 at 9:00 a.m. from Los Angeles County Department of Health ordering unit 9 intercom repair, replacement, or removal. Petitioner assumes the county has legal jurisdiction over this matter as a maintenance issue and/or nuisance issue. Repair was never made. Two pages.	126-127
29	Month to Month rental agreement for tenants unit 9. Signed Feb. 16, 2010. Seven pages.	128-134
30	Employee roster. Housing and Community Investment Department showing that code enforcement, REAP, and RSO are divisions thereof.	136-141
31	Employee roster. Office of the Mayor. Seven pages.	142-148

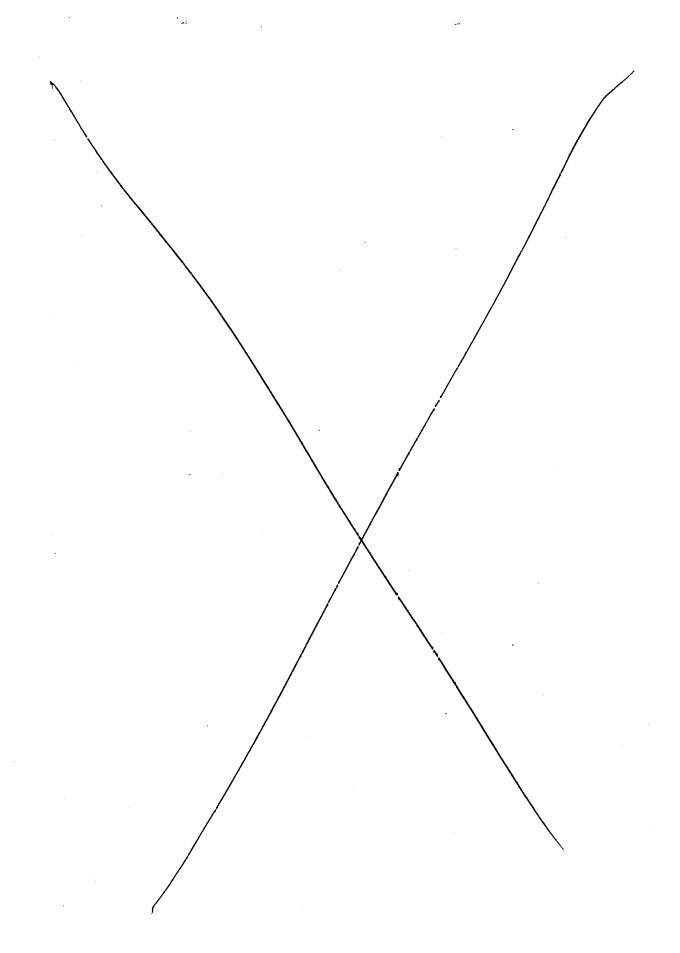


32	Web page. Los Angeles County Parking Codes.		149
33	City LADBS Parking Design page excerpt.		150
34	Self authenticated Pictures: Intercom front of building, intercom and wiring inside unit 9, parking space 8 as single stall, parking lot showing multiple single spaces. Four pages.	151-154	
35	Dated September 2022 Declaration from Clifford White about damages due to intercom and parking.		155

These exhibits are meant to be indicative but not all inclusive.

ili or Ill

@31@212@23



# Feb. 15 2023. Intercom Repairs and Tandem Parking Needed at 1522 Hi Point St 9 Apartment 90035 (re Civil Code 1942.4)

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontdesk@powerpropertygrp.com; meghan@boldpartnersre.com; nisi@powerpropertygrp.com; cityatty.help@lacity.org

Cc: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; meghan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.soto-martinez@lacity.org

Date: Wednesday, February 15, 2023 at 03:02 PM PST

# Intercom Repairs and Tandem Parking Needed at 1522 Hi Point St 9 Apartment 90035 (re Civil Code 1942.4)

California Department of Real Estate 320 West 4th Street, Suite 350 Los Angeles, CA 90013-1105 Facsimile 213-620-6442

Meghan Haynes at Bold Partners Owner Hi Point 1522 LLC 520 Pacific Street #5 Santa Monica, CA 90405

Power Property Management, Inc.

8885 Venice Blvd Suite 205 Los Angeles CA 90034 Agent for Hi Point 1522 LLC

To Meghan Haynes and Power Property Management Inc.:

EXH.1

Jade Beck, Liliana Morales, Twyla Rucker, Jeanette Conway, Alva Corado, Jacqueline Gallardo, Brent Parson, Julia Gran, Kaleena Wiley, Carmen Joseph, Kristofer Gordon, Justice Walker, Fidel Medino, Shireen Davis, Jamie Swisher, Daisy Moreno, Javier Guevara, Alva Corado, Miquel Mercado, Danielle Herron-Wilson, Julia Gran, Cynthia Reynosa,

12

# Cameron Morse, Chris Thrasher, Monika Bohana, Gina Purgave, Stephen Leider, Nisi Walton (Power Property Management Inc employees as seen on the internet):

I am a Black, male entitled to all the housing privileges as listed under the state Unruh Act. By your actions, I am being denied the housing services working intercom, maintenance to the intercom, parking tandem/two cars.

I have received your notice to enter premises dated 2/14/23 at 2:25 pm today. As in numerous times before, as I have complained, your notice is partly used for harassment because it does not comply with the requirements of Civil code section 1954.

At the bottom, your notice states "entry may be made during other than normal business hours": this is a fraudulently misleading statement because the actual wording of the code is "(b) Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry." Your notice is meant to mislead the tenant.

Second, primarily, and as I have said to you NUMEROUS times before, the code states " (d) (1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, **approximate time**, and purpose of the entry. (emphasis added). Your notice fails to state the "approximate time" during normal business hours.

If you attempt to enter the unit without proper adherence to divil code section 1954, as soon as the door is opened by you I will do everything in my power to protect myself and my kind and such legal rights, including but not limited to calling the police to arrest you for trespassing charges.

I have filed a complaint with the Department of Real Estate asking them to revoke your real estates licenses for such conduct.

All rights reserved.

Geary Juan Johnson 1522 Hi Point St 9 Los Angeles CA 90035

Phone 323-807-3099

Reference:

Code Violation Complaints

https://wp.me/P57D2C-k

A Black male American, tenant

REFERENCES TO:

Susan.strick@lacity.org



DFEH case number 202211-18897616

DFEH case number 202211-18872714

DEFH case number 202201-15997931

### **ELDER ABUSE**

Older adults are sometimes seen as ripe for victimization. That's why we work to protect them and to aggressively target and prosecute those who would harm them physically or fiscally, ir partnership with the LA Elders at Risk Task Force and the LA County Elder Abuse Forensic Center. If you have questions about elder abuse or need help, contact Deputy City Attorney Susan Strick - Director, Elder Abuse Prosecution & Policy, by email, susan.strick@lacity.org or phone, (213) 202-5400. In an emergency, text or call 911.

### **Citywide Nuisance Abatement Program (CNAP)**

**Prosecutors assigned to CNAP** abate nuisance properties with dangerous gang/gun/narcotics, and, when appropriate, prostitution activity, at hotels, motels, apartment buildings, single family dwellings, and businesses

### REFERENCE

Published Council File No.: 22-1200-S67

https://clkrep.lacity.org/onlinedocs/2022/22-1200-S67\_PC\_M\_01-18-2023.pdf

# Ref:

"I believe that Mayor Karen Bass, Ann Sewill, Tricia Keane, Daniel Huynn, Anna E. Ortega, Luz C. Santiago, and the LA Housing Department, are racist and corrupt against me as a Black male because I have complained about deniel of intercom repair and denial of tandem parking in a city rent controlled Luilding". Published to city documents at the link: https://clkrep.lacity.org/onlinedocs/2022/22-1509\_PC\_PM\_01-09- 2023.pdf.

### ref:

City Council President EUNISSES HERNANDEZ, First District PAUL KREKORIAN, Second District BOB BLUMENFIELD, Third District NITHYA RAMAN, Fourth District President Pro Tempore KATY YAROSLAVSKY, Fifth District CURREN D. PRICE, JR., Ninth District VACANT, Sixth District MONICA RODRIGUEZ, Seventh District MARQUEECE HARRIS-DAWSON, Eighth District Assistant President Pro Tempore HEATHER HUTT, Tenth District VACANT TRACI PARK, Eleventh District JOHN S. LEE, Twelfth District HUGO SOTO-MARTÍNEZ, Thirteenth District KEVIN DE LEÓN, Fourteenth District TIM MCOSKER, Fifteenth District

References: city clerk published to the internet

https://recordsrequest.lacity.org/requests/23-1320

https://recordsrequest.lacity.org/requests/22-4904 https://recordsrequest.lacity.org/requests/22-1672

https://lacity.nextrequest.com/requests/21-10536 https://recordsrequest.lacity.org/requests/21-10460 http://clkrep.lacity.org/onlinedocs/2012/12-0049-S26\_PC\_PM\_09-21-2022.pdf

# REFERENCE

Chief Michel Rey Moore Los Angeles Police Department 100 W. 1st Street

Los Angeles CA 90012-4112

First Class Mail and Certified Mail 9407 1112 0620 3466 9568 44

Director FBI 10385 Vista Sorrento Pkwy



5.250707707053

San Diego CA 92121-2703

First Class mail and Certified Mail 9407 1112 0620 3466 9561 89

Director FBI 11000 Wilshire Blvd Fl 17 Los Angeles CA 90024-3672

First Class Mail and Certified Mail 9407 1112 0620 3466 9560 59

FBI Director Christopher A. Wray

**FBI** 

935 Pennsylvania Ave NW

Washington, DC 20535-0001

First class mail and Certified Mail 9407 0111 200620 3466 9564 46

# REFERENCES

Council File No.: 22-1200-S67 Council File No.: 22-1480 Council File No.: 22-0983-S1 Council File No.: 23-0048

Council File No.: 23-0005-S19 Council File No.: 21-1230 Council File No.: 21-1224 Council File No.: 23-0033 Council File No.: 12-1690-S18

Council File No.: 21-1189 Council File No.: 20-0291 Council File No.: 22-0002-S119

Council File No.: 13-0933-S56 COUNCIL FILE NO. 22-0799-S1 COUNCIL FILE NO. 12-0049-S26

# REFERENCE CITY CLERK PUBLIC LINKS

Published Council File No.: 22-1200-S67 https://clkrep.lacity.org/onlinedocs/2022/22-1200-S67\_PC\_M\_01-18-2023.pdf

Published Council File No.: 22-1480 https://clkrep.lacity.org/onlinedocs/2022/22-1480\_PC\_M\_01-18-2023.pdf Published Council File No.: 22-0983-S1 https://clkrep.lacity.org/onlinedocs/2022/22-0983-S1\_PC\_M\_01-18-2023.pdf Published Council File No.: 23-0048 https://clkrep.lacity.org/onlinedocs/2023/23-0048\_PC\_M\_01-18-2023.pdf Published Council File No.: 23-0005-S19 https://clkrep.lacity.org/onlinedocs/2023/23-0005-S19\_PC\_M\_01-17-2023.pdf Published Council File No.: 21-1230 https://clkrep.lacity.org/onlinedocs/2021/21-1230\_PC\_M\_01-17-2023.pdf

Published Council File No.: 23-0033 https://clkrep.lacity.org/onlinedocs/2023/23-0033\_PC\_M\_01-17-2023.pdf

Published Council File No.: 12-1690-S18 https://clkrep.lacity.org/onlinedocs/2012/12-1690-S18\_PC\_M\_01-17-2023.pdf

# REFERENCE

CITY CODE VIOLATION COMPLAINT 844729 FILED 1/25/23

### LAMC SEC. 47.83. POST OR POSTING.

Where posting is required by this article, material shall be posted in a conspicuous location at the front desk in the lobby of the Residential Hotel subject to the posting requirement, or if there is no lobby, in the public entranceway. No material posted may be removed by any Person except as otherwise provided in this article.

# INFORMATION BULLETIN / PUBLIC - ZONING CODE REFERENCE NO.: L.A.M.C. 12.21A5

### E. TANDEM PARKING STALLS

- Tandem parking stalls are permitted in public garages and public parking areas providing an attendant. A "Covenant and Agreement to Provide Parking Attendant" will be required.
- 2. Tandem stalls are permitted in private parking garages and private parking areas provided:
  - a. At least one parking stall per dwelling unit and all stalls required for any guest parking shall be individually and easily accessible.



- b. At least one standard stall per dwelling unit shall be provided.
- 3. Tandem parking shall be limited to a maximum of two cars in depth, in a private garage or private parking area, except for additional parking required in accordance with Section 12.21A17(h) or 12.21C10(g)(4).
- 4. When determining access aisle widths for tandem parking having both standard and compact stalls in tandem, the aisle widths for standard stalls shall be used.

HEALTH AND SAFETY CODE - HSC DIVISION 13. HOUSING [17000 - 19997] ( Division 13 enacted by Stats. 1939, Ch. 60. )

PART 1.5. REGULATION OF BUILDINGS USED FOR HUMAN HABITATION [17910 - 17998.3]

17920 (e)

Enforcement" means **diligent** effort to secure compliance, including review of plans and permit applications, response to complaints, citation of violations, and other legal process. Except as otherwise provided in this part, "enforcement" may, but need not, include inspections of existing buildings on which no complaint or permit application has been filed, and effort to secure compliance as to these existing buildings. (**emphasis added**).



2023-2-15 Notice to enter premises for 17th.pdf 305.1kB





03/02/2023 03/02/2023

# **CLAIM FOR DAMAGES**

### TO PERSON OR PROPERTY

INSTRUCTIONS:	RESERVE FOR FILING STAMP
	CLAIM NO.
1. Claims for death, injury to person or to personal property must be filed not later than six months	
after the occurrence. (Gov. Code Sec. 911.2)	
2. Claims for damages relating to any other type of occurrence must be filed not later than one year	
after the occurrence. (Gov. Code Sec. 911.2)	
3. Read the entire claim and fill out all mandatory fields (* = mandatory) before filing. (Gov. Code	
Sec. 910, 910.2) THE FAILURE TO INCLUDE MANDATORY INFORMATION MAY RESULT	
IN YOUR CLAIM BEING RETURNED AS INSUFFICIENT. (Gov. Code Sec. 910.8)	
4. If necessary, attach separate sheets to provide full details, referencing the appropriate claim section	
number. SIGN EACH SHEET.	
5. Attach any relevant documents or reports supporting your claim.	
6. Claim must be signed at the bottom of page 2.	
7. Claims can only be filed with the City Clerk. (Gov. Code Sec. 915a) Claims can be filed online at	
https://claims.lacity.org/, in person or mailed to: CITY CLERK, 200 NORTH SPRING STREET,	
ROOM 395 CITY HALL LOS ANGELES CA 90012	

TO: CITY OF LOS ANGELES

8. FAXED OR EMAILED CLAIMS WILL NOT BE ACCEPTED.

1. CLAIMANT INFORMATION: *Name: GEARY JUAN JOHNSON	Date of Birth:
Email Address: TAINMOUNT@SBCGLOBAL.NET	*Phone Number: 323-807-3099
*Address: 1522 HI POINT ST APT 9 LOS ANGELES CA	A 90035
representative). If checked, complete the information b	sent to someone other than the claimant (e.g. attorney or insurance selow:  *Relationship to Claimant:
Email Address:	*Phone Number:
*Address:	
2. FACTUAL ALLEGATIONS:	

\*How did damage or injury occur?

THE CITY LOS ANGELES HOUSING DEPARTMENT HAS ACTED IN CONCERT WITH THE OWNER TO DENY ME FULL AND EQUAL HOUSING SERVICES AS A BLACK MALE TENANT. THE REAP DEPARTMENT HAS THE AUTHORITY TO RESTORE THE SERVICES REQUESTED I.E. INTERCOM REPAIR AND TANDEM PARKING. THESE ARE CONTINUING OBLIGATIONS AND DAMAGES. THE REAP DIVISION AND CODE ENFORCEMENT DIVISION AND RENT STABILIZATION DIVISIONS OF THE LAHD HAVE ACTED INTENTIONALLY TO ACT IN CONCERT WITH THE OWNER TO DENY ME FULL AND EQUAL HOUSING SERVICES. THE PCH AWARD PRIZE IS ONLY DONE WHEN THE TENANT CANNOT BE CONTACTED BY USING THE INTERCOM OR KNOCK ON DOOR. THE INTERCOM DOES NOT WORK SO I AM PRECLUDED FROM BEING NOTIFIED OF SUCH PRIZE. THE PARKING STALL DENIED IS VALUED AT \$200 PER

- \*Please provide the date and time of the damage or injury. DECEMBER 28, 2022
- \*Where did damage or injury occur? Please provide the closest street address or cross-street and use the diagram on page 2. 1522 HI POINT ST APT 9, LOS ANGELES CA 90035. VIA EMAIL

\*Why do you claim the City of Los Angeles is responsible for your damage or injury?

THE CITY LOS ANGELES HOUSING DEPARTMENT HAS ACTED IN CONCERT WITH THE OWNER TO DENY ME FULL AND EQUAL HOUSING SERVICES AS A BLACK MALE TENANT. THE REAP DEPARTMENT HAS THE AUTHORITY TO RESTORE THE SERVICES REQUESTED I.E. INTERCOM REPAIR AND TANDEM PARKING. THESE ARE CONTINUING OBLIGATIONS AND DAMAGES. THE REAP DIVISION AND CODE ENFORCEMENT DIVISION AND RENT STABILIZATION DIVISIONS OF THE LAHD HAVE ACTED INTENTIONALLY TO AGE IN CONCERT WITH THE OWNER TO DENY ME FULL AND EQUAL HOUSING SERVICES. THE PCH AWARD PRIZE IS ONLY DONE WHEN THE TENANT CANNOT BE CONTACTED BY USING THE INTERCOM OR KNOCK ON DOOR. THE INTERCOM DOES NOT WORK SO I AM PRECLUDED FROM BEING NOTIFIED OF SUCH PRIZE. THE PARKING STALL DENIED IS VALUED AT \$200 PER MONTH PER THE LAMC.

**SEE PAGE 2 (OVER)** 

THIS CLAIM MUST BE SIGNED ON REVERSE SIDE

17 EXH. 2

17815B

3. WITNESSES AND INVOLVED PARTIES: *Give the names of City employees and their contact information, City vehicle license plate numbers, and the City department or bureau responsible for the act or omission you claim caused the damage or injury, if known.				
Did you report the act or omission? If so, please identify who you reported it to, provide their contact information and any report, service or claim numbers.  YES. MAYOR KAREN BASS AND THE LOS ANGELES HOUSING DEPARTMENT AND CITY COUNCIL MEMBERS. SEE ATTACHED DECISION IN CASE CE 273371. BY THIS CLAIM, I RESERVE THE RIGHT TO ADDRESS THIS MATTER THRU A COURT FILED PETITION FOR WRIT OF MANDATE. SEE ATTACHED EMAIL DATED 12/29/22 RESPONSE TO CASE CLOSURE/				
Please list the names and contact information for Witnesses, Doctors and Hospitals				
4. DAMAGES:  *What damage or injuries do you claim resulted? DENIAL OF INTERCOM REPAIR AND USE; DENIAL OF EXTRA PARKING				
*What is the total amount of your claim: \$				
*Itemize your damages:   Property Damages:   Bodily Injury: \$				
■ Other (specify) PUBLISHER'S CLEARINHOUSE PRIZE; \$200/MONTH/3 YEARS PARKING : \$				
5. INSURANCE:  If you had insurance at the time of the act or omission, please give the name and contact information for your insurance company, handling representatives and any amounts paid:				
6. ACCIDENT DIAGRAM: For all accident claims, place the street names where the accident occurred and the nearest cross-streets on the diagram, while indicating the location of the accident with an "X". Note: if the diagram does not fit the situation, please attach your own diagram.				
PARKWAY SIDEWALK				
oregoing, including any attachments, is true and correct:    Signature of Claimant or Person Filing on Claimant's Behalf   Date   Date				

Relationship to Claimant

CRIMINAL PENALTY FOR PRESENTING A FALSE OR FRAUDULENT CLAIM IS IMPRISONMENT OR FINE OR BOTH. (PENAL CODE §72)

#### Ann Sewill, General Manag Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager Anna E. Ortega, Assistant General Manager Luz C. Santiago, Assistant General Manager



City of Los Angeles

Karen R. Bass, Mayor

LOSA LES HOUSING DEPARTMENT 1200 West 7th Street, 9th Floor Los Angeles, CA 90017 Tel: 213.808.8808

housing lacity.org

December 28, 2022

Geary Juan Johason 1522 S HI POINT ST. #9 Los Angeles, CA 90035

Notice of Case Closure

LAHD Case Number: CE273371

Complaint Address: 1522 S HI POINT ST, #9., Los Angeles, CA 90035 Alleged Violation(s): Illegal Rent Increase, Reduction of Services, Harassment

Investigation and Enforcement Section of the Los Angeles Housing (LAHD) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

Please be informed that the documents submitted to this case did not substantiate a rent increase nor a reduction of housing services have occurred. Based on the documents you submitted substantiate harassment due to your landlord not addressing repairs and the landlord interfering with your comfort, peace, and quiet enjoyment of the unit. Therefore, on December 13, 2022, the LAHD sent your landlord/property management company the City Ordinance No. 187109 Tenant Anti-Harassment Ordinance (TAHO) informative letter and provided you a copy via email. Please be informed that under the City Ordinance No. 187109, an aggrieved tenant may initiate a civil action against their landlord to enforce the provisions of the Ordinance where the amposition of civil penulties may be up to \$10,000 per violation. The law provides for additional civil penalties of \$5,000 per violation if the prevailing tenant is older than 65 years, or disabled. You are highly encouraged to review with an attorney the range of options at your disposal for further enforcement of the City Ordinance No. 187109. If you need future assistance, you may consider filing a new complaint by calling the LAHD at (\$66) 557-7368 (ON-LINE: housing lacity org).

Should you have further questions regarding your case, please call Vi Dung at (213) 252-1436.

Cordially.

AGASSI TOPCHIAN, Manager

Investigation and Enforcement Section

Racist closure of LAHD case CE273371 - Housing Services still denied - DFEH file 202201-15997931---Owner Found Liable for Illegal Harassment

From: G Johnson (tainmount@sbcglobal.net)

To: lahd.rso.central@lacity.org; mayor.helpdesk@lacity.org

Cc: meghan@boldpartnersre.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; thomas@powerpropertygrp.com; frontdesk@powerpropertygrp.com; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; paul.koretz@lacity.org; councilmember.blumenfield@lacity.org; hcidla.reap@lacity.org; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; hcidla.rso.central@lacity.org; contactcd4@lacity.org; francisco.ortega@lacity.org; tiffany.prescott@hacla org; lactd@lacity.org; controller.mejia@lacity.org; contact.lapdonline@gmail.com

Date: Thursday, December 29, 2022 at 09:11 AM PST

Dear Ann Sewill, Tricia Keane, Anna E. Ortega, Los Angeles Housing Department, Vi Dang, Agassi Topchian, Mayor Karen R. Bass:

- 1. I have received your notice of case closure dated December 28, 2022. I am forwarding by this letter a copy of such case closure to the property owner as well as city council members.
- 2. I did not receive any phone calls or letters from the LAHD Vi Dang, or anyone else, to discuss the documentation forwarded to your department.
- 3. Other than a warning letter dated December 13, 2022, sent to the owner by your department, it does not appear that your department had any discussion with the property owner either. Your decision therefore is arbitrary, capricious, and unjust in terms of not restoring the services requested or recognizing that there has been a reduction of services.
- 4. Your case closure is vague and lacking in specificity as to how you arrived at the statement "you did not substantiate a rent increase nor a reduction of housing services have occurred". I disagree with that position.
- 5. I ask for a thorough review of the file by the office of Mayor Karen Bass and I request a thorough review of the file by the city attorneys office for the LAHD overall failure based on my race, sex, and age to provide the housing services requested.
- 6. Please provide to me any appeal rights on this matter.
- If there are no appeal rights, I plan to file for a court review under a Writ of Mandate. If you have any objections, let me know.
- The documents and pictures supplied to the LAHD indicate the services provided at the inception of tenancy, and available at the inception of tenancy, to tenants unit 9, including myself as one of two Black males. I was provided with a tandem parking stall #14 in 2010 (inception of tenancy) and the rent agreement indicates parking for two vehicles. The change in terms of tenancy submitted by the owner and signed by me proves that we were assigned to stall #14 and asked to move to stall #8 (a single car stall). That is a reduction in parking and a condition assumed by the current owner of the property. In terms of the intercom and repairs, at the

inception of the tenancy, we were entitled to unlimited maintenance per the rent agreement only conditioned upon reporting the need for repairs of items that are not my personal items or due to fault of mine. The unlimited repairs have been reduced to the point the intercom has not been repaired or replaced. Finally I gave you information, which has apparently been ignored, that the owner thru Thomas Khammar admitted in a court proceeding that I am entitled to a working intercom---he said that the building needs to be rewired--- and in the same court proceeding he said we are entitled to parking for two vehicles---"tandem parking"---because he made the statement, false, that we already have parking for two vehicles. If any LAHD employee was not racially biased against me, then they would not have issued the decision that services have not been reduced. The owner admitted it in the documentation.

- The LAHD notice of case closure does seem to admit that the owner has engaged in unlawful harassment against me because of the denial of requested housing services.
- 10. I continue to pay an illegal rent because maintenance has been reduced from the entitled "unlimited" repairs, and the parking continues to be reduced from parking for two cars to parking for one car. For that I will be filing a a new LAHD complaint as the conditions and damages are continuing, under the continuing rent agreement.
- 11. Seems the LAHD has a lot of power to assure that tenants do not get fair housing services. Thousands of tenants across Los Angeles have working intercoms and parking for two cars. I question how does a Black tenant like myself get fair housing services in a city run by a Black woman Mayor like Karen Bass and is this the city pattern and practice we can expect under the Bass reign?
- 12. Thru this letter which will be forwarded to the Police Department, I ask that the Police pursue criminal penalties against the owner per the ordinance including but not limited to \$1000 for each offense.

All rights reserved.

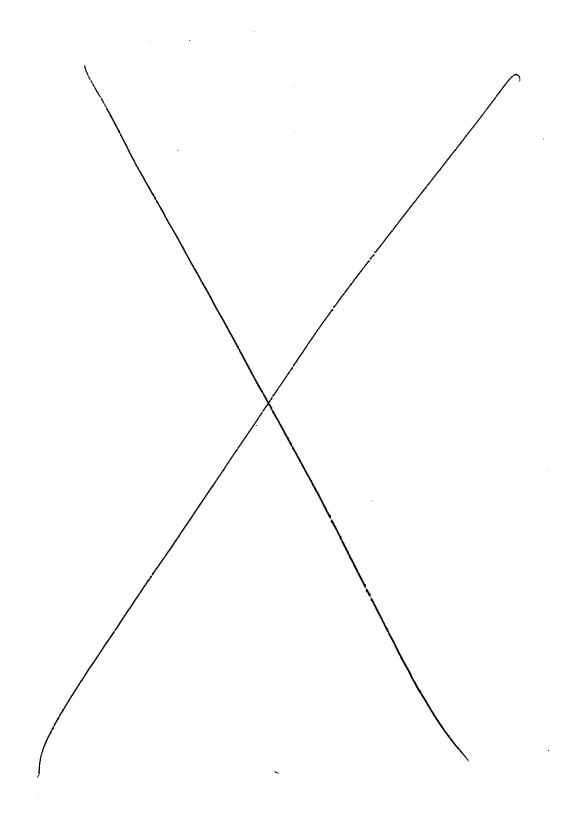
Geary Juan Johnson 1522 Hi Point St 9 Los Angeles CA 90035 Phone 323-807-3099

cc: city attorney Hydee Feldstein Soto

#### DFEH file 202201-15997931



2022-12-28 LAHD Closing CE273371.pdf 499.5kB



83/82/2023

ر معن الم



#### NOTICE TO ENTER PREMISES

Geniy J. Johnson, Dyron Wilson 1622 Hi Point St //9 Los Angeles, CA 90036

02/14/2023

During normal business hours, on <u>February 17th</u>, 2023 <u>between</u>
<u>9:00AM-5:00PM</u> Owner or Owner's agent(s) will enter the <u>Fremises</u> for the following reason(s) (California Civil Code Section 1954): If you have any questions, please contact your onsite manager.

#### 1. To make:

a. Necessary or agreed repairs or inspection.
b. Decorations
c. Alterations
d. Improvements
Añ Initial inspection (Civil Code Section 1950.6[f])
f. Inspect, test, repair, or maintain Smoke Detectors.
g. Codo Enforcement Repairs
h. To exhibit the Premises to prospective or actual purchasors,
mortgagees, tenants, workmen, or contractors.
i. Other - (Showing of Unit)

If ontry is made for an initial inspection, the renter shall be given at least 24 hours' written notice of such entry, unless such notice is waived.

#### Nisi Walton - 310-693-3966 Ext. 60

\*Written notice of intent to enter shall be given at least 24 hours in advance of such entry by (a) personal delivery of the notice to the Renter, (b) delivery of the notice to a person of suitable age and discretion at the Premises, or (c) by leaving the notice at or near the usual entry door of the Premises in a manner in which a reasonable person would discover the notice. If the Renter is absent at the time of entry, written evidence of the entry shall be left in the Premises.

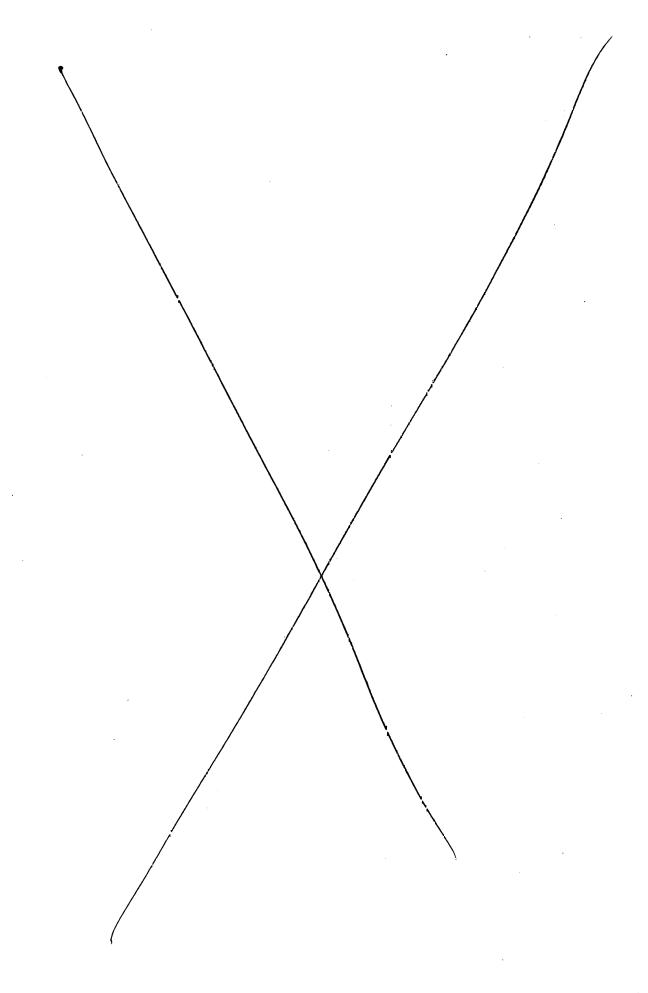
Entry may be made during other than normal business hours.

8885 Venice Blvd. Suite 205 Los Angeles, CA. 90034 | DRE/I01800107 |

EXH, 3

Scanned with CamSca

\$797779158



03/02/2023 03/02/2023 03/02/2023

# 5,484,487,58 5,584,484,58

## Please find attached for the Public Record Pictures Parking. Intercom Needing Repair at 1522 Hi Point St 90035

From: G Johnson (tainmount@sbcglobal.net)

To: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.park@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.mcosker@lacity.org

Cc: controller.mejia@lacity.org; contactcd4@lacity.org

Date: Wednesday, February 8, 2023 at 10:54 AM PST

Curb repair needed. Jewish students in the area run the risk of getting feet injured. Pictures of intercom unit 9 needing repair Pictures of parking stall 8 (single). Pics of vacant tandem stalls available, stalls 17-19.



Reference Code Violation Complaint 846533 dated Feb 8, 2023.

#### Geary Juan Johnson 1522 Hi point St 9 Los Angeles CA 90035

Phone 323-807-3099

3.7MB

2.7MB

2023-2-6 Curb Front 1522 Damage.jpg 3.3MB

2023-2-6 Pic showing single stalls 1522.jpg 3.9MB

2023-1-17 Verify Unit 9 Intercom Wiring.jpg 2.2MB

2023-1-17 Verify Pic Stall 8 Single.jpg

2023-1-17 Verify 2nd pic no registration posted.jpg

2023-1-17 Pic HP Front Mud.jpg

2023-1-17 Verify Pic Front Intercom.jpg

2.6MB



83/82/2823 83/82/2823

## LAHD Case number CE273371 re your December 28 letter of closure - Fepeated harassment by owner

From: G Johnson (tainmount@sbcg obal.net)

To: lahd.rso.central@lacity.org; mayor.helpdesk@lacity.org; cityatty.help@lacity.org

Date: Tuesday, February 7, 2023 at 12:16 PM PST

#### LAHD

1200 W 7th Street 9th floor Los Angeles CA 90017 Facsimile 213-808-8816 or 213-808-8899

Mayor Karen R. Bass

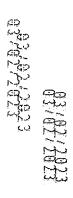
I again ask that you reverse your decision in part, in that you stated that there was no reduction of housing services.

I reserve all rights to name the city HCIDLA in a court filed Petition for Writ of Mandate as the decision denying the reduction in services does not comply with the requirements of *Topanga Association for a Scenic Community v. County of Los Angeles, supra,* 11 Cal.3d at 516.

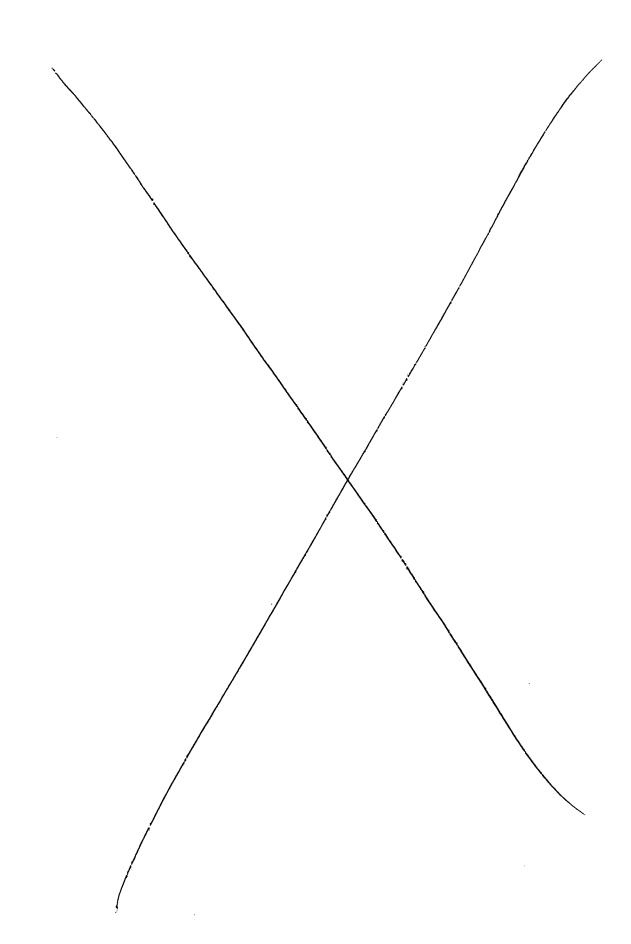
All rights reserved.

Geary Juan Johnson 1522 Hi Point St 9 Los Angeles CA 90035

Phone 323-807-3099



EXHo 5



03/02/2023 03/02/2023 03/02/2023



GEARY JUAN Johnson

1522 HI POINT STREET APT 9 LOS ANGELES CA 90035

323-807-3099

Friday February 3, 2023

Via USPS Priority Mail

9410 81120620 3530 5568 03

# Intentional Discrimination by the Los Angeles Housing Department Mayor Bass Named in CRD Race case

Mayor Karen Bass

City of Los Angeles

City Hall

200 N. Spring Street Room 303

Los Angeles CA 90012

EXH.6

2/3/23 to Mayor Karen Bass

25

03/62/2623 03/62/2623

#### Enclosed:

Email: Re: Jan . 16 2023. Repairs Needed at unit 9 at 1522 Hi Point St -- including intercom repair and extension of striping parking stall #8

Email: JAN. 25, 2023. Repairs Needed at unit 9 at 1522 Hi Point St -- including intercom repair and extension of striping parking stall #8

Email JAN. 20, 2023. Repairs Needed at unit 9 at 1522 Hi Point St -- including intercom repair and extension of striping parking stall #8

Communication from the Public 22-1200-S67

December 28, 2022. Notice of Case Closure. LAHD CE273371.

Sincerely

Geary Juan Johnson

email: tainmount@sbcglobal.net

\$2\$212\$1\$\$

#### Unruh-CC 51.53

(b) All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

This section of the United States Code, § 1981, is based on section one of the Civil Rights Act of 1866.[8] "All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other."

9410 8112 0620 3530 5508 03

## Re: Jan . 16 2023. Repairs Needed at unit 9 at 1522 Hi Point St -- including intercom repair and extension of striping parking stall #8

From: G Johnson (tainmount@sbcglobal.net)

To: planning.home-sharing@lacity.org

Cc: susan strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov;

mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidia.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.hamis-dawson@lacity.org; councilmember.lee@lacity.org;

councilmtgitems@santamonica.gov

Date: Monday, January 30, 2023 at 10:10 AM PST

Thanks for your response.

My records indicate I have written you for at least the past twelve months numerous times by email and indicated the illegal home sharing at this address 1522 Hi Point St 90035.

As emailed to you Jan 6, 2022, See attached. I believe you had responded to this email and said you did not have enforcement authority.

#### "Ann Sewill, Director, Catherine Taylor-Gomez, Tricia Keane, Mike Feuer:

Over the months I have reported this property repeatedly for home sharing ordinance violations with no response from the city.

I provide this link and documentation from a website which shows home sharing is occurring at unit 18. I believe units 4 and 7 may also being used for home sharing.

I have given you the evidence. Why is the ordinance not being enforced? I am copying the owner and management company on this.

I am witness to the fact two other guests have told me their unit is being used for home sharing.

The ad shows the unit is furnished which is typical of units used for home sharing; the form shows guests must stay a minimum of 30 days; all utilities included but individually controlled heat and air. I verify that the pictures online appear to be this address."

Your email states: "A citation issued under the authority of the Horne-Sharing Ordinance would be for maintaining and advertising a short-term rental listing without a valid city-issued registration number. This practically means that we would need to be able to link a short-term rental listing to a physical address before any enforcement actions can be taken. If you can adjusted one or more short-term rental listings that are associated with this property, that would be certainly help us. We would refer that information to our analysts, who would try to corroborate your finding with other information to confirm the relationship."

That is two companies I have linked to home sharing at this address:

AnvPlace.com



From: G Johnson (tainmount@sbcglobal.net)

thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; To: 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontdesk@powerpropertygrp.com; meghan@boldpartnersre.com; nisi@powerpropertygrp.com; cityatty.help@lacity.org

susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; Info@da.lacounty.gov; CC: mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidia.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; planning.home-sharing@lacity.org; councilmtgitems@santamonica.gov

Date: Monday, January 30, 2023 at 09:17 AM PST

## Illegal Home Sharing at 1522 Hi Point St Apartments 90035

California Department of Real Estate 320 West 4th Street, Suite 350 Los Angeles, CA 90013-1105 Facsimile 213-620-6442

Meghan Haynes at Bold Partners Owner Hi Point 1522 LLC 520 Pacific Street #5 Santa Monica, CA 90405

Power Property Management, Inc. 8885 Venice Blvd Suite 205 Los Angeles CA 90034 Agent for Hi Point 1522 LLC

To Meghan Haynes and Power Property Management Inc.:

Jade Beck, Liliana Morales, Twyla Rucker, Jeanette Conway, Alva Corado, Jacqueline Gallardo, Brent Parson, Julia Gran, Kaleena Wliey, Carmen Joseph, Kristofer Gordon, Justice Walker, Fidel Medino, Shireen Davis, Jamie Swisher, Daisy Moreno, Javier Guevara, Alva Corado, Miquel Mercado, Danielle Herron-Wilson, Julia Gran, Cynthia Reynoss, Cameron Morse, Chris Thrasher, Monika Bohana, Gina Purgave, Stephen Leider, Nisi ≥Walton (Power Property Management Inc employees as seen on the internet):

Lam a Black, male entitled to all the housing privileges as listed under the state Unruh Act. By Tyour actions. I am being denied the housing services working intercom, maintenance to the intercom, parking tandem/two cars.

Regarding the housing services request to you for repair/replacement of the non-working intercom and the request for tandem parking stall, what is the estimated date as to when these services will be provided?

Ann Sewili, General Manage Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Marager Anna E. Ortega, Assistant General Manager Luz C. Santiago, Assistant General Manager City of Los Angeles



Karen R. Bass, Mayor

LOS A? ES HOUSING DEPARTMENT 12... Jest 7th Street, 9th Floor Los Angeles, CA 90017 Tel: 213.808.8808

housing.lacity.org

9410 81120020 3530 5508

December 28, 2022

Geary Juan Johnson 1522 S HI POINT ST, #9 Los Angeles, CA 90035

Notice of Case Closure

LAHD Case Number: CE273371

Complaint Address: 1522 S HI POINT ST, #9., Los Angeles, CA 90035
Alleged Violation(s): Illegal Rera Increase, Reduction of Services, Harassment

The Investigation and Enforcement Section of the Los Angeles Housing Department (LAHD) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

Please be informed that the documents submitted to this case did not substantiate a rent increase nor a reduction of housing services have occurred. Based on the documents you submitted substantiate harassment due to your landlord not addressing repairs and the landlord interfering with your comfort, peace, and quiet enjoyment of the unit. Therefore, on December 13, 2022, the LAHD sent your landlord/property management company the City Ordinance. No. 187109 Tenant Anti-Harassment Ordinance (TAHO) informative letter and provided you a copy via email. Please be informed that under the City Ordinance No. 187109, an aggrieved tenant may initiate a civil action against their landlord to enforce the provisions of the Ordinance where the imposition of civil penalties may be up to \$10,000 per violation. The law provides for additional civil penalties of \$5,000 per violation if the prevailing tenant is older than 65 years, or disabled. You are highly encouraged to review with an attorney the range of options at your disposal for further enforcement of the City Ordinance No. 187109. If you need future assistance, you may consider filing a new complaint by calling the LAHD at (866) 557-7368 (ON-LINE; housing lacity org).

Should you have further questions regarding your case, please call Vi Dang at (213) 252-1436.

Cordially,

AGASSI TOPCHIAN, Manager Investigation and Enforcement Section

579772973

## USPS Tracking<sup>®</sup>

FAGs >

Tracking Number:

Remove X

#### 9410811206203530550803

Copy

Add to Informed Delivery (https://informeddelivæy.usps.com/)

#### Latest Update

Your item was delivered to an individual at the address at 1:52 pm on February 6, 2023 in LOS ANGELES, CA 90012. The item was signed for by M M.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

LOS ANGELES, CA 90012 February 6, 2023, 1:52 pm

See All Tracking History

#### Text & Email Updates

A

© Confirmation - We Received Your Request 9410811206203530550803

Your updates will be sent to:

To finish signup, you must reply YES to the welcome message.
For additional information, text HELP to 2USPS (28777). To opt out, text STOP to 2USPS.

Confirmation - We Received Your Request



### Racist closure of LAHD case CE273371 - Housing Services still denied - DFEH file 202201-15997931---Owner Found Liable for Illegal Harassment

From: G Johnson (tainmount@sbcglobal.net)

To: lahd.rso.central@lacity.org; mayor.helpdesk@lacity.org

Cc: meghan@boldpartnersre.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; thomas@powerpropertygrp.com; frontdesk@powerpropertygrp.com; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; paul.koretz@lacity.org; councilmember.blumenfield@lacity.org; hcidla.reap@lacity.org; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; hcidla.rso.central@lacity.org; contactcd4@lacity.org; francisco.ortega@lacity.org; tiffany.prescott@hacla.org; lactd@lacity.org; controller.mejia@lacity.org; contact.lapdonline@gmail.com

Date: Thursday, December 29, 2022 at 09:11 AM PST

Dear Ann Sewill, Tricia Keane, Anna E. Ortega, Los Angeles Housing Department, Vi Dang, Agassi Topchian, Mayor Karen R. Bass:

- 1. I have received your notice of case closure dated December 28, 2022. I am forwarding by this letter a copy of such case closure to the property owner as well as city council members.
- 2. I did not receive any phone calls or letters from the LAHD Vi Dang, or anyone else, to discuss the documentation forwarded to your department.
- 3. Other than a warning letter dated December 13, 2022, sent to the owner by your department, it does not appear that your department had any discussion with the property owner either. Your decision therefore is arbitrary, capricious, and unjust in terms of not restoring the services requested or recognizing that there has been a reduction of services.
- 4. Your case closure is vague and lacking in specificity as to how you arrived at the statement "you did not substantiate a rent increase nor a reduction of housing services have occurred". I disagree with that position.
- 5. I ask for a thorough review of the file by the office of Mayor Karen Bass and I request a thorough review of the file by the city attorneys office for the LAHD overall failure based on my race, sex, and age to provide the housing services requested.
- 6. Please provide to me any appeal rights on this matter.
- If there are no appeal rights, I plan to file for a court review under a Writ of Mandate. If you have any objections, let me know.
- 28. The documents and pictures supplied to the LAHD indicate the services provided at the inception of tenancy, and available at the inception of tenancy, to tenants unit 9, including myself as one of two Black males. I was provided with a tandem parking stall #14 in 2010 (inception of tenancy) and the rent agreement indicates parking for two vehicles. The change in terms of tenancy submitted by the owner and signed by me proves that we were assigned to stall #14 and asked to move to stall #8 (a single car stall). That is a reduction in parking and a condition assumed by the current owner of the property. In terms of the intercom and repairs, at the

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inception of the tenancy, we were entitled to unlimited maintenance per the rent agreement only conditioned upon reporting the need for repairs of items that are not my personal items or due to fault of mine. The unlimited repairs have been reduced to the point the intercom has not been repaired or replaced. Finally I gave you information, which has apparently been ignored, that the owner thru Thomas Khammar admitted in a court proceeding that I am entitled to a working intercom---he said that the building needs to be rewired--- and in the same court proceeding he said we are entitled to parking for two vehicles---"tandem parking"---because he made the statement, false, that we already have parking for two vehicles. If any LAHD employee was not racially biased against me, then they would not have issued the decision that services have not been reduced. The owner admitted it in the documentation.

- 9. The LAHD notice of case closure does seem to admit that the cwner has engaged in unlawful harassment against me because of the denial of requested housing services.
- 10. I continue to pay an illegal rent because maintenance has been reduced from the entitled "unlimited" repairs, and the parking continues to be reduced from parking for two cars to parking for one car. For that I will be filing a a new LAHD complaint as the conditions and damages are continuing, under the continuing rent agreement.
- 11. Seems the LAHD has a lot of power to assure that tenants dc not get fair housing services. Thousands of tenants across Los Angeles have working intercoms and parking for two cars. I question how does a Black tenant like myself get fair housing services in a city run by a Black woman Mayor like Karen Bass and is this the city pattern and practice we can expect under the Bass reign?
- 12. Thru this letter which will be forwarded to the Police Department, I ask that the Police pursue criminal penalties against the owner per the ordinance including but not limited to \$1000 for each offense.

All rights reserved.

Geary Juan Johnson 1522 Hi Point St 9 Los Angeles CA 90035 Phone 323-807-3099

cc: city attorney Hydee Feldstein Soto

DFEH file 202201-15997931

EL CONTROL

2022-12-28 LAHD Closing CE273371.pdf 499.5kB

63/62/2623 63/62/2623 Ann Sewill, General Manag Tricia Keane, Executive Office.

Daniel Huynh, Assistant General Manager Anna E. Ortega, Assistant General Manager Luz C. Santiago, Assistant General Manager

#### City of Los Angeles



Karen R. Bass, Mayor

LOS A LES HOUSING DEPARTMENT 1200 West 7th Street, 9th Floor Los Angeles, CA 90017 Tel: 213.808.8808

housing.lacity.org

December 28, 2022

Geary Juan Johnson 1522 S HI POINT ST, #9 Los Angeles, CA 90035

**Notice of Case Closure** 

LAHD Case Number: CE273371

Complaint Address: 1522 S HI POINT ST, #9, , Los Angeles, CA 90035 Alleged Violation(s): Illegal Rent Increase, Reduction of Services, Harassment

The Investigation and Enforcement Section of the Los Angeles Housing Department (LAHD) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

Please be informed that the documents submitted to this case did not substantiate a rent increase nor a reduction of housing services have occurred. Based on the documents you submitted substantiate harassment due to your landlord not addressing repairs and the landlord interfering with your comfort, peace, and quiet enjoyment of the unit. Therefore, on December 13, 2022, the LAHD sent your landlord/property management company the City Ordinance No. 187109 Tenant Anti-Harassment Ordinance (TAHO) informative letter and provided you a copy via email. Please be informed that under the City Ordinance No. 187109, an aggrieved tenant may initiate a civil action against their landlord to enforce the provisions of the Ordinance where the imposition of civil penalties may be up to \$10,000 per violation. The law provides for additional civil penalties of \$5,000 per violation if the prevailing tenant is older than 65 years, or disabled. You are highly encouraged to review with an attorney the range of options at your disposal for further enforcement of the City Ordinance No. 187109. If you need future assistance, you may consider filing a new complaint by calling the LAHD at (866) 557-7368 (ON-LINE: housing lacity org).

Should you have further questions regarding your case, please call Vi Dang at (213) 252-1436.

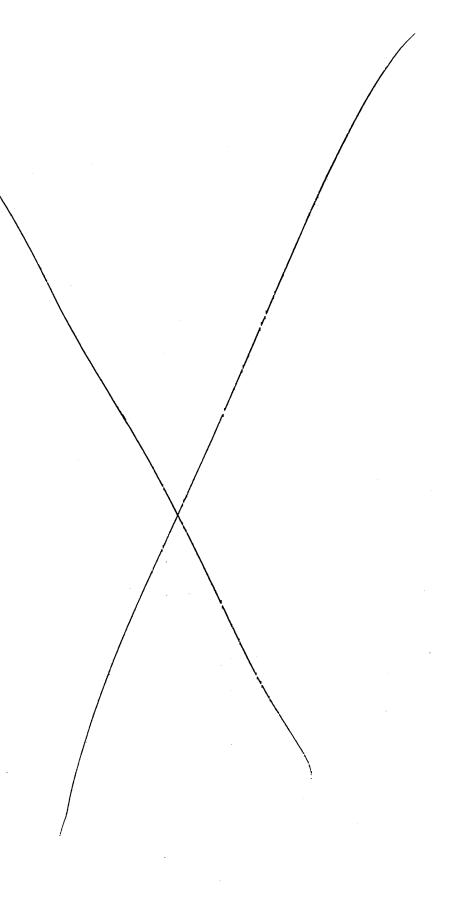
Cordially,

AGASSI TOPCHIAN, Manager

Investigation and Enforcement Section

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## LAHD Case number CE273371 re your December 13, 2022 letter - Repeated harassment by owner

From: G Johnson (tainmount@sbcglobal.net)

To: lahd.rso.central@lacity.org

Cc: mayor.helpdesk@lacity.org

Date: Thursday, December 15, 2022 at 12:31 PM PST

LAHD 1200 W 7th Street 9th floor Los Angeles CA 90017 Facsimile 213-808-8816 or 213-808-8899 Mayor Karen R. Bass

#### Dear Investigator Vi Dang:

I have received your letter of December 13, 2022 addressed to property owner Hi Point 1522 LLC to Meghan Haynes. Your letter focuses on the city Harassment ordinance as it is mentioned in the LAHD case filed by me.

- 1. The state of California Unruh Act requires that all persons are entitled to full and equal housing services. At the inception of the tenancy, and this tenancy continues month to month, I was entitled to full and equal repairs. For the last six months, or more, I have been denied full and equal maintenance to the intercom system. The control box is on the outside of the building in public view and says unit "9" as well as the other 18 units by number. The correspondence intercom in my unit does not work. Repeated reports to the owner has not resulted in the repairs being made. The rent agreement indicates that I am entitled to repairs that are "included but not limited to" and only conditioned on me reporting the need for repairs to management and giving owner time to make the repairs. There are no other conditions in the rent agreement other than if the repair is to an item owned by the tenant or damaged by the tenant, which in this case does not apply. As regards the Unruh Act and denial of housing service maintenance, the owner has engaged in "activity prohibited by federal, state, or local anti-discrimination laws". A reduction in housing services is considered an illegal rent increase of there is no corresponding reduction in rent. What should be 100% full and unlimited repairs, has been reduced by the owner so that repairs does not include the intercom.
- 2. The state of California Unruh Act requires that all persons are entitled to full and equal housing services. At the inception of the tenancy, and this tenancy continues month to month, I was entitled to parking for two cars. Extra parking as well as tandem parking was available at the inception of the tenancy; I and roommate was assigned to tandem stall #14. This is verified by the Notice of Change in Terms of Tenancy, signed 11-4-21, where signed owner agent Cliff Benfrew proves that I was parked in stall 14 and asked to relocate to stall 8, a reduction in housing services without a corresponding rent decrease. The 11-4-21 document was forwarded to owner Hi Point 1522 LLC but has been ignored. As regards the Unruh Act and denial of housing service maintenance, the owner has engaged in "activity prohibited by federal, state, or local anti-discrimination laws" by not providing full and equal parking to those whites who have the privilege of tandem parking, and to those whites as home sharing guests, who have access to tandem parking, such access denied to myself. The owner has installed "guest parking stalls"

about:blank

such stall prohibited under local law where there is tandem parking stalls, and the owner has denied me any full access to use the guess stalls.

- 3. What is the requirement to receive a working intercom? What is the requirement to receive a tandem parking stall? There are 18 one bedrooms and 28 parking stall.
- 4. The CE273371 complaint is for illegal rent increase, reduction of services, and harassment.
- 5. The city LAHD enforcement section, has the authority to order the intercom repaired or replaced; the LAHD has the authority to order the assignment of a tandem parking stall to myse f and roommate. We currently have a single car parking stall #8.
- 6. The rent checks, endorsed by the owner, clearly show that the monies are being paid for rent, parking tandem/2 cars, and intercom repair.
- 7. The owner of the property has previously to your letter been notified by email of this LAHD complaint.
- "I remind you that recently on this matter that the owner's agent Thomas Khammar said that my roommate and I are entitled to maintenance to the intercom and entitled to the tandem/2 car secured parking, as part of the rental agreement and housing services provided." Exhibit to LAHD, email dated October 3, 2022.
- 9. On or around May 2022, Thomas Khammar said that we are entitled to a working intercom because he said in order for ours to work the building has to be re-wired. That IMO is not a legitimate reason. The wiring to my intercom is already in the wall; my unit is no more than 20 feet from the front door of the building where the control box is; the non-working intercom was previously capable of permitting talking to guests and opening the front building door for guests. 10. On or around May 2022, Thomas Khammar said that we are entitled to a tandem parking stall (2 cars) because he said that we already have a tandem parking stall. The LAHD has the authority to ascertain which tandem stall the owner wants us parked in and what is the stall number. The owner has refused to respond to the issue of when will the intercom be repaired and when will the tandem stall be assigned; the LAHD has the authority to order the services restored. To say we already have a tandem parking stall is not a legitimate reason because it is a false statement. It is a maintenance issue that the owner has the ability to extend the striping of stall 8 to make it a tandem stall, but the owner has not done so.
- 11. A new owner is liable for any nuisance conditions not abated by the previous owner, as the new owner is liable for any conditions connected to the rental agreement with a previous owner. 12. The documents below received by the LAHD by US priority mail on October 11, 2022:

2022-10-6 ATTACHMENT TO RSO 273 371.pdf Account Rent Ledger for Unit 9 2010 to 2022 Cancelled rent checks (10 pages for one of two tenants) LAHD CE 273 371 Email re USPS Mail Delay Oct 3 2022-10-5 Fax to LAHD 2022-10-5 Email LAHD on case closure.pdf 2022-9-9 Email docs to LAHD CE273 371 LAHD CE 273 371 PPM letter on satellite Dish Sept 7 LAHD CE 273371 Response from Khammar on Satellite 2022-9-6 Email LAHD complaint w Parking Form CE273371 LAHD CE 273 371 Email Respond to Satellite Dish Sept 8 Email to LAHD with COO for building Sept 5

COO and plot plan for 1522 Hi Point St showing single and tandem stalls

LAHD CE 273 371 Email w Docs to LAHD CE271455 Sept 5 (3 pages without attachments)

2022-9-5 Email LAHD with Pics Intercom.pdf

2022-7-28 Email to Owner, RSO, and Reap noting code violation complaint filed - 2 pages

2022-5-15. Email Revised Racism and Corruption - to owner, RSO, REAP - overview parking, intercom, and court hearing. Ten pages.

2021-11-4. Signed Notice of Change in Terms Tenancy proving reduction in services from two cars parking to parking for one car. Monthly rental agreement renewed 1st of month.

2021-5-19 Email to owner re parking issues - amended- 3 pages

2016-12-11. Email from County Health inspector ordering repair, replacement, or removal of intercom unit 9. The intercom in the unit 9 is still present and available.

2010. Redacted rent agreement indicating maintenance "including but not limited to". Intercom cannot be excluded from maintenance.

`Note: The signed 11/4/21 document "Notice of Change in Terms of Tenancy" shows that tenant 9 was parking in stall 14, a tandem parking stall. The document shows that the owner under the threat of eviction, requested the tenant locate to stall 8, a single car stall. Cliff Renfrew was the management agent. As this document is forwarded to the current owner 11/4/21, it proves that on that date the housing secured parking, paid per rent checks, has been reduced from two cars to one car.

There may be other documents forwarded to LAHD by email.

Please accept as Exhibit the attached email chain from November 28- December 8 regarding threats by the owner: Email is titled:

"Please cease your retaliatory threats of physical violence - (DFEH/CRD case 202211-18897616)- Violation of the Unruh Act" and

#### LA Elect Mayor Karen Bass Told of Housing Racism Property Owner Physically Threatens Black Tenants Who Engaged in Protected Activity

The December 4, 2022 email chain shows the threats made by the owner (Power Property Khammar) and the violations of the city harassment ordinance and harassment against me in exercise of my protected rights. The actions of the owner have caused me detriment and harm as the evidence proves.

Based on documents forwarded to the city Finance Department by Hi Point 1522 LLC, the owner is liable for all actions of Power Property Management Inc.

Under the harassment ordinance:

"Tenant Harassment shall be defined as a landlord's knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose, including, but not limited to, the following actions:

I believe the following sections of the Harassment Ordinance SEC. 45.33. TENANT HARASSMENT. shown by the evidence as being violated by the Hi Point 1522 LLC: #1, #2, #4, #6, #7, #8, #12, #13, #14, #16.

I do note here for informational purposes that the LAHD records department refuses to release to the public the unit numbers, rent amounts, names of tenants on the owner supplied rent registry. I note that the unit numbers, rent amounts, and names of some tenants are a matter of public record as they have been published to the internet by the city clerk office. The rent registry ordnance does not give the LAHD the authority to conceal the rent amounts and unit numbers nor conceal the name and address of the entity that supplied the rent registry.

All rights reserved.

ട്ടGeary Juan Johnson ଼ି 1<u>5</u>22 Hi Point St 9 Los Angeles CA 90035

Phone 323-807-3099



LAHD Case CE273371 Dec. 8 Email to Mayor and PPM on threats.pdf 564.6kB



#### Ann Sewill, General Manager Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager Anna E. Ortega, Assistant General Manager Luz C. Santiago, Assistant General Manager

#### **City of Los Angeles**



Karen R. Bass, Mayor

LOS ANGELES HOUSING DEPARTMENT 1200 West 7th Street, 9th Floor Los Angeles, CA 90017 Tel: 213.808.8808

housing.lacity.org

December 13, 2022

**INFORMATIVE LETTER** 

Hi Point 1522 LLC,

c/o Meghan Haynes

520 Pacific Street, #5

Santa Monica, CA 90405

RE: LAHD Case Number: CE273371

Tenant Name(s): Geary Juan Johnson

Address: 1522 South Hi Point Street, #9, Los Angeles, CA 90035

Dear Hi Point 1522, LLC:

Our records indicate that the above mentioned property is subject to Rent Stabilization Ordinance (RSO). The Investigation and Enforcement Section of the Los Angeles Housing Department (LAHD):

#### Harassment

The purpose of this letter is to inform that the RSO as codified in the Los Angeles Municipal Code (LAMC), has a newly added Section 151.33 titled Tenant Anti-Harassment providing that tenants in all RSO rental units are protected from harassment as provided in Article 5.3 of Chapter IV of the Los Angeles Municipal Code.

Tenant Harassment is defined as a landlord's knowing and willful course of conduct directed at a specific tenant that seriously alarms or annoys the tenant, and that serves no legitimate purpose. Landlords are prohibited from doing the following acts if done to harass the tenant:

39 EXH. 10

- Taking away services provided in the lease (housing services).

   Definition to the region of services.
- · Refusing to do required repairs.
- Entering the apartment without proper notice.
- · Threatening a tenant with physical harm.
- · Coercing the tenant to move-out with offer(s) of payments.
- · Using lies or intimidation intended to make a tenant move out.
- Threatening or serving an eviction notice based on false reasons.
- · Interfering with a tenant's right to privacy.

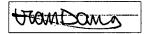
- Intentionally disturbing a tenant's peace and quiet.
- · Refusing to accept rent payment.
- · Inquiring the immigration or citizenship status of a tenant.
- Threatening to disclose immigration/citizenship status information about a tenant.
- Threatening to disclose tenant information to a gov't agency to influence them to move.
- Engaging in activity prohibited by federal, state, or local housing anti-discrimination laws
- Threatening/interfering with tenant organizing activities (tenant associations and unions).

Under this law, an aggrieved tenant may initiate a civil action where the imposition of civil penalties may be up to \$10,000 per violation. Furthermore, the law provides for additional civil penalties of \$5,000 per violation if the prevailing tenant is older than 65 years or disabled.

For additional information on the new Tenant Anti-Harassment Ordinance please see LAMC Ordinance #187109 or visit our website at <a href="https://housing.lacity.org">https://housing.lacity.org</a>.

If you have any questions about this case, you may contact me (213) 252-1436 on Tuesdays and Thursdays from 10:00 AM – 12:00 Noon, or 2:00 PM – 4:00 PM; or you may leave a message at any time.

Cordially,



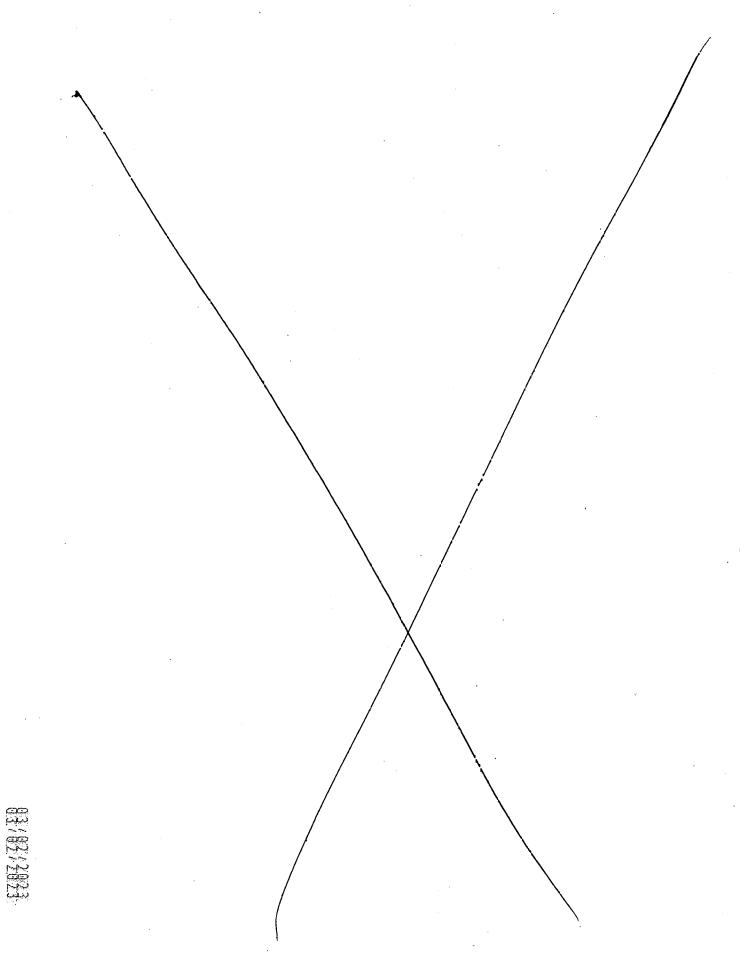
VI DANG, HOUSING INVESTIGATOR II

Investigation and Enforcement Section

c: Geary Juan Johnson

Meghan Haynes

82.182.12823 83.182.12823



5797/79/59 5797/79/59

#### LAHD Case CE273371

Please cease your retaliatory threats of physical violence - (DFEH/CRD case 202211-18897616)- Violation of the Unruh Act

From: G Johnson (tainmount@sbcglobal.net)

To: nisi@powerpropertygrp.com; francisco@powerpropertygrp.com; hcidla.rso.central@lacity.org; hcidla.reap@lacity.org; mayor.helpdesk@lacity.org; controller.galperin@lacity.org; gilbert.cedillo@lacity.org; councilmember.krekorian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; paul.koretz@lacity.org; councilmember.rodriguez@lacity.org; councilmember.price@lacity.org; councilmember.bonin@lacity.org; councilmember.lee@lacity.org; councilmember.ofarrell@lacity.org; councilmember.kevindeleon@lacity.org; councilmember.buscaino@lacity.org; info@housingrightscenter.org; contact.center@dfeh.ca.gov; jivar.afshar@lacity.org; fred.wong@lacity.org; I sa.yancey@lacity.org; joe.velasquez@lacity.org; bruce.todd@lacity.org; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; cynthia@powerpropertygrp.com; highpoint1522@gmail.com; frontdesk@powerpropertygrp.com; councilmember.harris-dawson@lacity.org; lahd.rso.central@lacity.org; brent@powerpropertygrp.com; thomas@powerpropertygrp.com; meghan@boldpartnersre.com

Cc: gavin@gavinnewsom.com; web-112-ca33@mail.house.gov; james.cortes@dfeh.ca.gov; andrew.dawson@sen.ca.gov; shou.committee@senate.ca.gov; senator.laird@senate.ca.gov; senator.chang@senate.ca.gov; senator.wolk@senate.ca.gov; 113-ca37kb.inbox@mail.house.gov

Date: Thursday, December 8, 2022 at 11:00 AM PST

# LA Elect Mayor Karen Bass Told of Housing Racism

## Property Owner Physically Threatens Black Tenants Who Engaged in Protected Activity

To: Hi Point 1522 LLC; 520 Pacific Street #5, Santa Monica CA 90405. Email: meghan@boldpartnersre.com. Phone 818-219-1587.

To: Power Property Management Inc.

8885 Venice Blvd Suite 205

Los Angeles CA 90034

To: Chief Michel Rey Moore

Angeles Police Department

100 W. 1st Street

Los Angeles CA 90012-4112

Tirst Class Mail and Certified Mail 9407 1112 0620 3466 9568 44

Director FBI

10385 Vista Sorrento Pkwy

San Diego CA 92121-2703

First Class mail and Certified Mail 9407 1112 0620 3466 9561 89

EXH. [[

Director FBI 11000 Wilshire Blvd Fl 17 Los Angeles CA 90024-3672 First Class Mail and Certified Mail 9407 1112 0620 3466 9560 59

FBI Director Christopher A. Wray
FBI
935 Pennsylvania Ave NW
Washington, DC 20535-0001
First class mail and Certified Mail 9407 0111 200620 3466 9564 46

"James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church."

3483. California Civil Code Every successive owner of property who neglects to abate a continuing nuisance upon, or in the use of such property, created by a former owner, is liable therefor in the same manner as the one who first created it.

"For the last year at least, the owner has harassed myself by not repairing the intercom, restricting repairman from making the repairs, and did "substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.", a violation of the city harassment ordinance. The owner and agents have engaged in acts or omissions which interferes with the tenant's right to use and enjoy the rental unit (harassment)." https://wp.me/P57D2C-m

A request for accommodation (intercom and extra parking) due to disability has been ignored by the owner.

Dear Hi Point 1522 LLC, Power Property Management, Liliana Morales (PPM), Ann Sewill, Director, Catherine Taylor-Gomez, Tricia Keane, Mike Feuer: KALEENA WILEY, Thomas Khammar, Brent Parsons, Liliana Morales, Jacqueline Gallardo, Jennifer Cleveland, Renee Henderson, Giovanni Dubon, Kassandra Harris, Kristopher Gordon, Jason Ortegon, Jade Beck, Liliana Morales, Twyla Fucker, Jeanette Conway, Alva Corado, Jacqueline Gallardo, Brent Parson, Julia Gran, Kaleena Wiley, Carmen Joseph, Kristofer Gordon, Justice Walker, Fidel Medino, Shireen Davis, Jamie Swisher, Daisy Moreno, Javier Guevara, Alva Corado, Miquel Mercado, Danielle Herron-Wilson, Julia Gran, Cynthia Reynosa, Cameron Morse, Chris Thrasher, Monika Bohana, Gina Purgave, Stephen Leider (Power Property Management Inc employees as seen on the internet). Thomas Khammar as agent for Hi Point 1522 LLC; Hi Point 1522 LLC, Meghan Hayner (COO):

managed by Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above.

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Power Property Management as quoted in court papers sued by a tenant who was an attorney

The question is, why didn't Power do the work in a timely manner.

That evening, Power sent plaintiff an email that sent a confusing message as to the status and repairs of the elevator.

(Power said) Tenants are not entitled to anything relating to the elevator.

Even if the property managers claim to have independently acted in good faith, which is untrue, the knowledge of the defendant is imputed to each property manager, and therefore, after the first purported mistake, subsequent mistakes would not be reasonable. This is true, especially due to Power being the third of three property managers who were committing the same wrongs.

Alleged, power obtained money through extortion from defendant on four occasions.

The defendant and Power, knew or must've known, the process would not being used in good faith, because Power was told by a former property manager it was wrong, and the defendant had actual and imputed knowledge, based on the actions of two previous property managers, who had essentially badgered plaintive with the same kind of wrongs.

Power then collected more funds, paid by plaintive under duress on the first day of the next month February. Power again deposit the funds by cash, and to check, even though they were clearly marked as paid under duress.

Power was wrongfully, submitting a tactic and bad faith to implement a raise of cent without following the proper procedure, but instead used a wrongful process to inflict pain and suffering and to cause stress on the plaintive.

Power was notified of certain significant problems with the elevator in the properties, call box (intercom), as well as other lesser problems with the building. (Los Angeles Superior Court Case 19STCV18302. Nelson v. Fox Hills Drive. Filed May 26, 2019.)

There is an abandoned vehicle at parking stall #4. It has been there in the same shape since before 2014. Of course the tenant is white and that is the white privilege afforded to him as a white tenant, courtesy of the biased Power Property management Inc. Nisi Walton, where the white tenant is not subjected to the racist, murderous\* conduct for having storage or misc items on the property (abandoned vehicle).

This shall be my further response to the email of Thomas Khammar of November 28, 2022 at 10:29:50 AM PST (see below copy):

I consider the email of Thomas Khammar to constitute a threat of physical violence against myself, my roommate, my friends, quests, relatives, delivery persons, and all those who support tenant rights. Power Property Management, Inc. and its employees, should not have a real estate broker license to make such threats.

Me and my kind (myself, my roommate, my friends, quests, relatives, delivery persons, and all those who support tenant rights) have the God given right to take efforts such as this email in order to protect our health and safety from the monstrous Power Property Management Inc.

My repeated code violation complaints, requests for housing services, discrimination complaints as stated herein are not frivolous, not without merit, and are for legitimate purposes. The rent agreement provides for maintenance and parking, thus proof my complaints are valid and not frivolous. The address property has 18 units and parking for 27 vehicles. In a court case, Walter Barratt previous owner, told the court I was not entitled to repairs or parking, violations of the rent agreement. However, under the current owner and yourself as management company, you (Khammar) told the court that the intercom repairs would be made when the building is rewired (IMO a fabrication on your part) and that tenants unit 9 already have a tandem parking stall (another fabrication since stall 8 is a single stall). In these court statements, you did not indicate that I was not "entitled" to such services nor does your statements to the court indicate requests are frivolous or without merit. You have accepted rent payment for December 2022 which clearly indicates on the check that payment is made under duress and for repairs intercom and tandem parking. White tenants on this property have the privilege of parking and the privilege of a working intercom.

AT&T Yahoo Mail - Plea

In response to my emails, you could have simply said that the intercom will be repaired within 30 days and the parking will be provided within 30 days, but instead you make threats of physical violence; this is not acceptable. Your real estate broker license and city business license do not authorize you to make physical threats, or act in a racist manner.

Under civil code section 1940.4, tenants are allowed to post political signs on their window or door under certain circumstances. I am certain you are not complaining/retaliating about such rights.

There is a sign on my car (see attached photo) that is protected activity. I don't imagine you are complaining about that? I am told by Google that such sign and others like it have gotten over 1 million views on the worldwide web and Google Maps, and I did not tell Google to circulate such photos worldwide. Are you mad at Google Maps? This is what the sign says:

> Power Property Mamt. Inc. and Skylight Properties Deny housing services to Blacks Google "Racism Hi Point Apts" Says Walter Barratt

Finally, please allow me fair and reasonable opportunity to respond to your attacks on my right to engage in protected activity. For every sentence, for every word of your email below Nov. 28, please specify who, what, when, why, where, dates and times, each act occurred and how was it brought to my immediate attention and what was my response. Names of tenants or others should be included. If I do not hear from you in a reasonable time, I will conclude that your claims are bogus and for purposes of further racism and retaliation. I remind you that complaints to government agencies are not considered harassment, and such complaints are protected activity.

This will be posted to the city clerk Public Records site and from there to the worldwide web.

Geary Juan Johnson 1522 Hi Point St 9 Los Angeles CA 90035

Phone 323-807-3099

I am a Black Male American

₩ Postage costs today please remit \$20.56 to cover damages. न्यंद्राच्य

N2 (C) (C)

Power Property Management

09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us

Brent Parsons at Power Property Management

brent@powerpropertygrp.com

#### Thomas Khammar at Power Property Management

thomas@powerpropertygrp.com

Kassandra Harris - resident manager at 1522 Hi Point St Apts 90035 highpoint 1522@gmail.com

frontdesk@powerpropertygrp.com

[Below As told to Governor Gavin Newsom's DFEH/CRD and state employee James Cortez).

- 1. That Hi Point 1522 LLC and Power Property Management Inc. denied/aided or incited a denial of/discriminated or made a distinction that denied full and equal accommodations/advantages/facilities/privileges/ services to GEARY J. JOHNSON:
- 2. That a motivating reason for Hi Point 1522 LLC and Power Property Management Inc.'s conduct was GEARY J. JOHNSON's race, Black, and sex, male.
- 3. That GEARY J. JOHNSON was harmed; and
- 4. That Hi Point 1522 LLC and Power Property Management Inc.'s conduct was a substantial factor in causing GEARY J. JOHNSON's harm.

12/7/22, 12:42 PM AT&T Yahoo Mail - Re: Violation of tenant right to quiet enjoyment - Opportunity to Provide Housing Services- RSO complaint number CE

Re: Violation of tenant right to quiet enjoyment - Opportunity to Provide Housing Services- RSO complaint number CE 273371-CRD complaint 202201-15997931

From: GJohnson(tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; meghan@boldpartnersre.com cc: hcidla.rso.central@lacity.org; hcidla.reap@lacity.org; mayor.helpdesk@lacity.org; controller.galperin@lacity.org; gilbert.cedillo@lacity.org; councilmember.krekorian@lacity.org; councilmember blumenfield@lacity.org; contactcd4@lacity.org; paul.koretz@lacity.org; councilmember.martinez@lacity.org; councilmember.rodriguez@lacity.org; councilmember.price@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.bonin@lacity.org; ccuncilmember.lee@lacity.org; councilmember.ofarrell@lacity.org; councilmember.kevindeleon@lacity.org; councilmember.buscaino@lacity.org; info@housingrightscenter.org; contact.center@dfeh.ca.gov; jivar.afshar@lacity.org; fred.wong@lacity.org; lisa.yancey@lacity.org; joe.velasquez@lacity.org; bruce.todd@lacity.org; councilmember.harris-dawson@lacity.org; lahd.rso.central@lacity.org; brent@powerpropertygrp.com; gavin@gavinnewsom.com; web-112ca33@mail.house.gov; james.cortes@dfeh.ca.gov; andrew.dawscn@sen.ca.gov; shou.committee@senate.ca.gov; senator.laird@senate.ca.gov; senator.chang@senate.ca.gov; senator.wolk@senate.ca.gov

Date: Wednesday, December 7, 2022 at 12:40 PM PST

#### Pear Power Property Management and property owner Meghan Hayner at Bold Partners:

Your email is vague and lacking in specificity as to make it unintelligible.

It is apparent that you and those aligned with you do not understand English. I am again asking you to repair the non-working intercom of which yourself and others said --- and you said to the courts---that we are entitled to repairs since you said the building needs to be rewired. You also

said in court that we are entitled to a tandem parking stall or parking for two cars because you told the Judge that we already have a tandem parking stall, which stall #8 is not a tandem parking stall. You have not raised any legitimate excuse for why our intercom is not repaired and why the parking for two cars has not been provided. The real reason why these housing services are not provided is because Power Property Management, Inc, and the property owner, and those aligned with you, are Racist, in violation of the state Unruh Act, and you are engaged in unlawful retaliation. Your email is evidence of the retaliation and can be used in evidence if you attempt an unlawful eviction of myself. Your email is an unlawful threat.

Your email is evidence of your retaliation that violates the local housing laws as well as state discrimination laws.

The courts have actually ruled on my favor on a number of occasions. In some instances where there was a "dismissal without prejudice", that means that the court did not rule on the merits of the case. In addition, a month to month rental agreement, when renewed by the payment of rent, renews the contractual agreement of the parties. You have no problem taking my rent money each month but refuse to provide the services requested.

You alleged that you, Brent, and Meghan, have not made "racist" statements, but you do not deny that your denial of housing services to me is indeed "racist".

about:blank

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12/7/22, 12:42 PM AT&T Yahoo Mail - Re: Violation of tenant right to quiet enjoyment - Opportunity to Provide Housing Services- RSO complaint number CE 2...

I am only complying with my duties on the rent agreement to act in a reasonable and good faith manner and report the need for housing services, as the rent agreement authorizes me to do so. Maybe because of the country you come from, you do not recognize the legal rights of Americans.

#### You allege:

"You have made it your business to interfere with the rights of others to quiet enjoyment, to interfere with the ability of the lessor to rent units at the building, and, as I write above, to defame ownership and management. All of the rights of ownership and management with respect to your nuisance, your lies, and your defamatory false allegations are reserved. This is the only warning you will receive regarding these defaming lies."

Your allegations lack specificity as to what you feel has happened and what corrections you expect to be made. I have not received any complaints of any specific nature from any person or tenant. You remember that ownership made similar allegations in court on two occasions and the court refused to award the owner and PPM any damages. Remember?

Please detail how I have interfered with your ability to rent units, how I have defamed ownership and management, what are the nuisance, lies, and defamatory false statements you allege? These are similar allegations you made to the courts before for \$25,000 dollars in damages and \$10,000 in damages against me, and the court rejected you damages twice. Remember? Please provide the contact information and names of any persons who have complained and date, time, place when it was brought to my attention.

I can use this email chain and get this matter before the court in about two hours; will you have any objection?

AT&T Yahoo Mail - Pleas

The city clerk has published to the internet a number of documents about your illegal activities. Will you go after the city clerk also?

All rights reserved.

## Geary Juan Johnson

#### 1522 Hi Point St 9

## Los Angeles CA 90035

Phone 323-807-3099

A Black male American

c: Senator Karen Bass, city Mayor elect

On Monday, November 28, 2022 at 10:29:50 AM PST, Thomas Khammar <thomas@powerpropertygrp.com> wrote:

Dear Mr. Johnson:

I saw that you are at it again, deliberately spreading defaming lies.

For the record, your lies are both blatant and despicable; moreover, they are calculated and deliberate, with full knowledge of their falsity, and yet you go ahead and utter them anyhow to all and sundry. Neither Brent nor I has ever made any such racist statements, nor would we ever do so.

about:blank 2/5

12/7/22, 12:42 PM AT&T Yahoo Mail - Re: Violation of tenant right to quiet enjoyment - Cpportunity to Provide Housing Services- RSO complaint number CE

You have made it your business to interfere with the rights of others to quiet enjoyment, to interfere with the ability of the lessor to rent units at the building, and, as I write above, to defame ownership and management.

You have lost every single small claims action on your meritless and, as the Court has found, wholly unfounded claims.

All of the rights of ownership and management with respect to your nuisance, your lies, and your defamatory false allegations are reserved. This is the only warning you will receive regarding these defaming lies.

Thomas Khammar

#### THOMAS Khammar | Managing Partner

property management I leasing I capital improvement I investments

powerpropertymanagement.com

Phone: 310-593-3955 x23

Address | Mailing Address: PO Box 472 Culver City, CA 90232 DRE#01443898

CONFIDENTIALITY NOTICE and DISCLAIMER: This email message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately. Nothing in this communication should be interpreted as a digital or electronic signature that can be used to authenticate a contract or other legal document. The recipients are advised that the sender and Power Property Management are not qualified to provide, and have not been contracted to provide, legal, financial, or tax advice, and that any such advice regarding any investment by the recipients must be obtained from the recipients' attorney, accountant, or tax professional.

03/02/2023

631881583

On Thu, Nov 24, 2022 at 9:35 AM G Johnson <tainmount@sbcglobal.net> wrote:

At one point, Martinez called Bonin a "little bitch" and referred to his son as "parece changuito," or "like a monkey." Gov. Gavin Newsom called Martinez's resignation "the right move." "Again, these comments have no place in our state, or in our politics, and we must all model better behavior to live the values that so many of us fight every day to protect," he said in a statement. Brent Parsons and Thomas Khammar were heard to say they agree with the position of Martinez, that there are monkeys at 1522 Hi Point St Apts that are not entitled to housing services.

Dear Hi Point 1522 LLC, Power Property Management, Liliana Morales (PPM), Ann Sewill, Director, Catherine Taylor-Gomez, Tricia Keane, Mike Feuer: KALEENA WILEY, Thomas Khammar, Brent Parsons, Liliana Morales, Jacqueline Gallardo, Jennifer Cleveland, Renee Henderson, Giovanni Dubon, Kassandra Harris, Kristopher Gordon, Jason Ortegon:

The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers

Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above.

On Saturday, November 19, 2022, between the hours of 9 am - 12 noon, workers were here working on unit 18. It appears that due to monthly illegal home sharing rental of the unit(s), monthly the flooring has to be replaced. I remind you again that routine maintenance and repairs in this multifamily dwelling is only allowed Monday thru Friday between the hours of 8:30 am and 6:00 p.m. or check with city housing. Routine maintenance is not allowed at any time of Saturday or Sunday. I note that there was no attempt by maintenance to extend the striping to make parking stall #8 into a tandem stall and there was no attempt to repair or replace the non-working intercom in unit 9. The noise of repairs in unit 18 violates my right to quiet enjoyment, and did disturb my quiet enjoyment.

The curb in front of the building also needs repair, as reported numerous times to code enforcement.

"For the last year at least, the owner has harassed myself by not repairing the intercom, restricting repairman from making the repairs, and did "substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.", a violation of the city harassment ordinance. The owner and agents have engaged in acts or omissions which interferes with the tenant's right to use and enjoy the rental unit (harassment)." https://wp.me/P57D2C-m

New discrimination complaints have been filed against you regarding denial of housing services intercom repair and tandem parking at this address.

The CRD/DFEH case number is 202211-18897616.

Geary J. Johnson

1522 Hi Point St 9

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## Los Angeles CA 90035

Phone 323-807-3099 A Black male American

cc: California Senate Housing Committee Senator Scott D. Wiener (Chair) Senator Patricia C. Bates (Vice Chair) Senator Anna M. Caballero Senator Dave Cortese Senator Mike McGuire Senator Rosilicie Ochoa Bogh Senator Nancy Skinner Senator Thomas J. Umberg Senator Bob Wieckowski

#### REFERENCE:

Property owner is located at Hi Point 1522 LLC; 520 Pacific Street #5, Santa Monica CA 90405. Email: meghan@boldpartnersre.com. Phone 818-219-1587. (As forwarded from Nisi Walton).

about:blank 5/5

202

2022-12-8 Sign on Car.jpg 2.3MB

837,877,2873 0,876,257,62573

## Violation of tenant right to quiet enjoyment - Opportunity to Provide Housing Services-RSO complaint number CE 273371-CRD complaint 202201-15997931

From: G Johnson (tainmount@sbcglobal.net)

To: nisi@powerpropertygrp.com; francisco@powerpropertygrp.com; hcidla.rso.central@lacity.org; hcidla.reap@lacity.org; mayor.helpdesk@lacity.org; controller.galperin@lacity.org; gilbert.cedillo@lacity.org; councilmember.krekorian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; paul.koretz@lacity.org; councilmember.martinez@lacity.org; councilmember.rodriguez@lacity.org; councilmember.price@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.bonin@lacity.org; councilmember.lee@lacity.org; councilmember.ofarrell@lacity.org; councilmember.kevindeleon@lacity.org; councilmember.buscaino@lacity.org; info@housingrightscenter.org; contact.center@dfeh.ca.gov; jivar.afshar@lacity.org; fred.wong@lacity.org; lisa.yancey@lacity.org; joe.velasquez@lacity.org; bruce.todd@lacity.org; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; cynthia@powerpropertygrp.com; highpoint1522@gmail.com; frontdesk:@powerpropertygrp.com; councilmember.harris-dawson@lacity.org; lahd.rso.central@lacity.org; brent@powerpropertygrp.com; thomas@powerpropertygrp.com; meghan@boldpartnersre.com

Cc: gavin@gavinnewsom.com; james.cortes@dfeh.ca.gov; andrew.dawson@sen.ca.gov; shou.committee@senate.ca.gov; senator.laird@senate.ca.gov; senator.chang@senate.ca.gov; senator.wolk@senate.ca.gov

Date: Tuesday, November 8, 2022 at 02:04 PM PST

At one point, Martinez called Bonin a "little bitch" and referred to his son as "parece changuito," or "like a monkey." Gov. Gavin Newsom called Martinez's resignation "the right move." "Again, these comments have no place in our state, or in our politics, and we must all model better behavior to live the values that so many of us fight every day to protect," he said in a statement. Brent Parsons and Thomas Khammar were heard to say they agree with the position of Martinez, that there are monkeys at 1522 Hi Point St Apts that are not entitled to housing services.

## Health and Safety

Define intercom:

Agintercom, also called an intercommunication device, intercommunicator, or interphone, is a stand-alone voice communications system for use within a building or small collection of buildings which functions independently of the public telephone network. Intercoms are generally mounted permanently in buildings and vehicles. Intercoms can incorporate connections to public address loudspeaker systems, walkie talkies, telephones, and other intercom systems. Some intercom systems incorporate control of devices such as signal lights and door latches. Intercoms are used on a wide variety of properties; from houses that only require one connection between a resident and the property's entrance to multi-unit apartments that require intercom hardware to be installed in every individual apartment. (Source: Wikipedia)

#### Define secured gated parking

Secured Parking should be interpreted by most as either being enclosed within walls and locked – or having security guards on permanent surveillance to protect the vehicles in an enclosed area. Secured parking means that there are measures in place to create a safe environment. (Source:Google)

3483. California Civil Code Every successive owner of property who neglects to abate a continuing nuisance upon, or in the use of , such property, created by a former owner, is liable therefor in the same manner as the one who first created it.

3479. Anything which is injurious to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in a customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway, is a nuisance.

3484. The abatement of a nuisance does not prejudice the right of any person to recover damages for its past existence.

"James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church."

"(Re Emmett Till). Several nights after the incident in the store, Bryant's husband Roy and his half- brother J.W. Milam were armed when they went to Till's great-uncle's house and abducted Emmett. They took him away and beat and mutilated him, before shooting him in the head and sinking his body in the Tallahatchie River. Three days later, Till's body was discovered and retrieved from the river."

"There was some kind of scuffle two hundred yards down the street, again strangely noiseless, and a huddled knot of men opened up to reveal two brawlers being separated and pulled away from their fight. What I saw next gave me a fright: in the farther distance, beyond the listless crowd, the body of a lynched man dangling from a tree. The body was slender, dressed from head to toe in black, reflecting no light. It soon resolved itself, however, into a less ominous thing: dark canvas sheeting on a construction scaffold, twirling in the wind."

- Teju Cole, Open City

Dear Hi Point 1522 LLC, Power Property Management, Liliana Morales (PPM), Ann Sewill, Director, Catherine Taylor-Gomez, Tricia Keane, Mike Feuer: KALEENA WILEY, Thomas Khammar, Brent Parsons, Liliana Morales, Jacqueline Gallardo, Jennifer Cleveland, Renee Henderson, Giovanni Dubon, Kassandra Harris, Kristopher Gordon, Jason Ortegon:

The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above.

There is an abandoned vehicle at parking stall #4. It has been there in the same shape since before 2014. Of course the tenant is white and that is the white privilege afforded to him as a white tenant, courtesy of the biased Power Property management Inc. Nisi Walton, where the

white tenant is not subjected to the racist, murderous\* conduct for having storage or misc items on the property (abandoned vehicle).

- 1. I am asking the state Real Estate Commission to suspend all applicable real estate broker licenses until housing services requested have been restored.
- 2. This shall memorialize that on Friday, November 4, 2022, repairs were made to the bathtub shower and sink fixtures, i.e replacement from normal wear and tear, between 12:30 pm to 1:30 pm.
- 3. Unit 9 tenants still have not received repair of the intercom system, nor assignment for two cars parking or tandem parking stall.
- 4. It has been well over 35 days since these housing services have been requested.
- 5. I have indicated the intercom is a housing service provided to me because it was "available" (present) at the inception of the tenancy, and it is included under maintenance because the rent agreement says of maintenance, "including but not limited to". I let her (Judge) know the owner's latest excuse for the denial of tandem parking is that we already have a tandem parking stall and on the intercom, the entire building needs to be re-wired. Thus the intercom has not been repaired and the parking has not been supplied; our current parking stall is not tandem and only allows for the parking of one vehicle.
- 6. On November 5, 2022, (as indicated similarly before), I received a notice from Publisher's Clearinghouse that I am eligible to receive "\$5,000 a week for life." Such money is distributed by a "prize patrol" that must have access to the occupant/tenant such as myself by ringing the intercom; I cannot receive such white privilege\* because my intercom does not function.
- 7. A successive owner must honor the conditions of the rent agreement and services. The previous rent agreement and service of the previous owner in writing provided that unit 9 tenants could have tandem parking for \$50 additional per month. That part of the rental conditions has not been honored by the new owner.
- 8. And Jesus said(sic), if all those before me read this email and are racist Ku Klux Klan, then let only one come forward and disagree with the majority and grant the relief requested, even though that one person will still be a racist KKK.
- 9. The owner has installed in some units (presumably without city permits) mini-ductless air conditioning units but has not offered such housing service to unit 9 tenants as Black Americans; we have also not been offered the keyless door entry system some tenants have, another discriminatory act prohibited by the state Unruh Act.
- The failure to repair the intercom and failure to provide parking for two vehicles are continuing breaches of the rental agreement and new damages. See cashed rent checks indicating that money is for rent, parking for two cars, and intercom maintenance, authorizing a court-filed lien against the property.
  - 11. I have spent another two hours in labor attempting to repair the intercom myself. Please remit to me \$25/hour x 3 hours = \$75.00 in damages.

complaint 202201-15997931

- 12. Failure to provide the services requested has resulted in the violation of my peaceful enjoyment of the premises.
- 13. Stalls 1-1a-12 are single-car parking stalls. Stalls 13-20 are tandem/two car stalls. Since there are eighteen units, there are 20 parking stalls; since 13-20 are tandem, the result is another seven stalls so about parking for 28 vehicles. There are often vacant stalls. Stalls 1, 1A-12 are single = 13 stalls. 13-20 = 16 car slots. Stall 13 was by the COO a single-car stall, but due to a white female tenant's request, the owner extended the striping for the stall into a two-car stall. That such privilege was denied to both Black tenants in unit 9. This calculates there are extra stalls available. Resident manager Kassandra "KKK" Harris has alleged some of the stalls are illegal guest stalls, for illegal home sharing I imagine, but she has not had the intelligence to identify any fair housing procedure by which tenants can apply for the quest stalls.
- 14. Unit 1 has undergone improvements in the last seven days. Even though unit 1 is about six feet from my unit, no attempt was made to repair our intercom. Denied white privilege violative of the state Unruh Act.

(15-16-17 redacted)

- 18. Resident Manager Kassandra Harris appears to have parking for four cars and takes up two tandem stalls even though her one-bedroom unit only has two tenants and two cars.
- 19. The rental agreement entitled unit 9 tenants to unlimited maintenance, as long as the conditions are reported to the owner, the repair item is not owned by the tenant, and the owner is given a reasonable time to make repairs. The intercom need for repair has been reported, the intercom is the property of the owner, and the owner has had ample time to make repairs.
- 20. Suspected home-sharing tenants are in units 10, 11, 13, 14, 15, 16, 17, 18, 2, 3, 4, 6. 7. Persons living here illegally may be K. Raha, T. Cooper, V. Dupree, M. Kazin, O. Azzink, I. Perez, J. Gilbert, Zalmon Solomon. Other tenants are John Chionis, Kaitlyn Drew Smith, Ly Pham, Mae Wang, Kevin Fajardo, Richard Reyna, Kirk Hamel, Tyler Ruggieri.
- 21. At a May 2022 court hearing, Thomas Khammar acting under the authority of owner Meghan Haynes (Hi Point 1522 LLC) lied under oath and made false statements.
- 22. Repair is here today (from 9:30 am) resurfacing the bathtub. Tub was damaged because Power Property did not respond to my requests for intercom repair. If they had responded last year to that request, I would have told them about the hot water constantly running for a year and damaging the tub. But Power Property did not respond. The hot water eroded the surface of the tub.
- 232 See attached declaration of city resident Cliff White regarding intercom and parking damages to me as his observations.

All rights reserved.

complaint 202201-15997931

#### Geary J. Johnson

1522 Hi Point St 9

Los Angeles CA 90035

#### A Black male American

cc: California Senate Housing Committee Senator Scott D. Wiener (Chair) Senator Patricia C. Bates (Vice Chair) Senator Anna M. Caballero Senator Dave Cortese Senator Mike McGuire Senator Rosilicie Ochoa Bogh Senator Nancy Skinner Senator Thomas J. Umberg Senator Bob Wieckowski

c: FBI 11000 Wilshire Blvd, Ste 1700 Los Angeles, CA

c: California Department of Real Estate Via Facsimile/US Mail (916) 263-8943

#### REFERENCE:

Property owner is located at Hi Point 1522. LLC; 520 Pacific Street #5, Santa Monica CA 90405. Email: meghan@boldpartnersre.com. Phone 818-219-1587. (As forwarded from Nisi Walton).

\* REFERENCE: "Murderous" defined: carbaric, cruel, inhuman, punishing, killing, unpleasant, savage) (City Records Published at https://recordsrequest.lacity.org/requests/22-8835)

references:

#### **Power Property Management**

09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us

#### Brent Parsons at Power Property Management

brent@powerpropertygrp.com

#### Thomas Khammar at Power Property Management

thomas@powerpropertygrp.com

#### Kassandra Harris - resident manager at 1522 Hi Point St Apts 90035

highpoint1522@gmail.com

#### frontdesk@powerpropertygrp.com

frontdesk@powerpropertygrp.com

第ERENCE PAST EMAILS TO OWNER:

2021-8-9 Email REAP Complaint New

2021-8-2 Email Power and City re CC 1954.pdf

2021-8-18 Email with new code complaint.pdf

2021-9-26 Email City and Power DFEH Complaint

2021-10-4 Email council on CPRA

2021-10-14 Email Power on Door Repair

2021-11-3 Email demand letter.pdf

2021-11-18 Email re Services and FBI

2021-11-13 Email owner and city with code complaint.pdf 2021-11-4 Email with parking request form.pdf

2021-12-17 Email on intercom and parking and crews onsite.pdf 2022-1-9 Email re Notices to Enter.pdf

(This list is indicative but not all-inclusive)

If the lessor retaliates against the lessee because of the exercise by the lessee of his or her rights under this chapter or because of his complaint to an appropriate agency as to tenantability of a dwelling, and if the lessee of a dwelling is not in default as to the payment of his or her rent, the lessor may not recover possession of a dwelling in any action or proceeding, cause the lessee to quit involuntarily, increase the rent, or decrease any services within 180 days of any of the following: [...] has made an oral complaint to the lessor regarding tenantability.... [or] after the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability. Civil Code § 1942.5

Housing Services. Services connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water, and telephone), ordinary repairs or replacement, and maintenance, including painting. This term shall also include the provision of elevator service, laundry facilities, and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking, and any other benefits privileges, or facilities. (Amended by Ord. No. 154,808, Eff. 2/13/81. Los Angeles)

\*42 USC 1981- Equal rights under the law

#### (a)Statement of equal rights

All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.

#### (b)"Make and enforce contracts" defined

For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

#### FRAUD, OPPRESSION, MALICE

"Fraud" for purposes of a punitive damages award means "an intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury." (Civ. Code, § 3294, subd. (c)(3).)

"Oppression" means "despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights." (Civ. Code, § 3294, subd.(c)(2).) Although malice requires a showing of willful conscious disregard, "oppression" does not require willful behavior. (Major v. Western Home Insurance Co. (2009) 169 Cal.App.4th 1197, 1225-1226.

"Malice" means "conduct which is intended by the defendant to cause injury to the plaintiff (i.e., intentional tort), or

despicable conduct which is carried on by the defendant with a willful and conscious disregard of the rights or safety of others." (non-intentional tort). (Civil Code, § 3294, subd. (c)(1); College Hospital, Inc. v. Superior Court (1994) 8 Cal.4th 704, 725.) To establish malice plaintiff need not prove an evil mental intent or motive on the part of the defendant. Plaintiff need only establish (by clear and convincing evidence) that the defendant intended the consequences that were substantially certain to occur from his or her wrongful conduct. (Schroeder v. Auto Driveway Co. (1974) 11 Cal.3d 908, 922; George F. Hillenbrand, Inc. v. Insurance Co. of North America (2002) 104 Cal.App.4th 784, 816.)

"For the last year at least, the owner has harassed myself by not repairing the intercom, restricting repairman from making the repairs, and did "substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.", a violation of the city harassment ordinance. The owner and agents have engaged in acts or omissions which interferes with the tenant's right to use and enjoy the rental unit (harassment)." <a href="https://wp.me/P57D2C-m">https://wp.me/P57D2C-m</a>

All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever. California Civil Code 51,52

FRIDAY, JANUARY 22, 2021

Los Angeles County District Attorney's Office 211 West Temple Street Suite 1200 Los Angeles, CA 90012

Phone: (213) 974-3512 info@da.lacounty.gov

The Office of Mike Feuer Los Angeles City Attorney

James K. Hahn City Hall East, Suite 800 Los Angeles, CA 90012 https://www.facebook.com/mnfeuer

California Attorney General Attn: Public Inquiry Unit P.O. Box 944255 Sacramento, CA 94244-2550

Fax: (916) 323-5341

https://www.facebook.com/AGBecerra

TO WHOM IT MAY CONCERN:

### RECALIFORNIA CIVIL CODE 52 (d)

First, am asking that you intervene in this case mentioned under the authority of CALIFORNIA CIVIL CODE 52 (d). I am also asking that you access a civil penalty under the provisions of CALIFORNIA CIVIL CODE section 52(b)(2).

Second I am asking that you investigate the defendants/cross complainants in this case for violations of Penal Code section Chapter 4 section 115(a). "Forging, Stealing, Mutilating, and Falsifying Judicial and Public Records and Documents [112-117]. The record shows that the defendants, in concert with Walter Barratt, filed with the court a cross-complaint that was falsified in that the cross-complainants did not sign the complaint under penalty of perjury but conspired with Walter Barratt so that he was the only person to

sign the cross-complaint under penalty of perjury that he was in fact not only Walter Barratt but that he was also Cynthia Reynosa, Kassandra Harris, Brett Parsons, and Power Property Group. Barratt under court rules was only allowed to sign for himself and possibly Hi Point Apts LLC.

Third, I am asking you to investigate the court's involvement in this matter in that the court officials have conspired with the cross complainants for violating Penal Code section Chapter 4 section 115(a). "Forging, Stealing, Mutilating, and Falsifying Judicial and Public Records and Documents [112-117]. The court has refused to make corrections to the record and claimed that the crosscomplaint was "properly accepted and filed". This is not in compliance with the rules of court which state that the court clerk has a mandatory duty to assure that "every pleading...must be signed by the party" and "the clerk must not accept for filing or file any papers that do not comply with the rules".

This is also criminal fraud on the court.

The court case is Los Angeles Small Claims case 19STSC14394. Johnson vs Power Property group filed December 16, 2019. The next court hearing is set for February 19, 2021. I enclose a five-page letter dated December 17, 2020 to Gregory C. Drapac from me. Such letter is meant to be illustrative but not all-inclusive.

This is a matter of Public Interest. Sincerely yours.

GEARY JUAN JOHNSON Phone ( )

Picture - Declare from Cliff White on Intercom and Parking

Picture - Power Property staff as seen on the Internet

Picture- Geary at parking stalls 18-19 showing extra stalls

Picture- Workers install the door at 1522

Picture- Tenant stalls 14 (and 13) with only one car parked in tandem stalls

All rights reserved.

## Geary Juan Johnson 1522 Hi Point St 9 Los Angeles CA 90035

Phone 323-807-3099

(City Public Records Request <a href="https://recordsrequest.lacity.org/requests/22-11484">https://recordsrequest.lacity.org/requests/22-11484</a>)

Also, see <a href="https://wp.me/P57D2C-1hp">https://wp.me/P57D2C-1hp</a>



2022-9-6 Declare from Cliff White on Intercom and Parking.pdf 706.8kB

Power Staff JPG 1 of 3.jpg 278.8kB

Geary at stall 18-19 in 2016.JPG 2.6MB



2021-10-14 Workers Install Door at 1522.jpeg 430.4kB



Tenant Stall 14 w ore car.jpg 2.6MB

83/82/2823 83/82/2823

## Re 1522 Hi Point St 9 owned by Hi Point 1522 LLC- Request for reasonable accommodation

From: G Johnson (tainmount@sbcglobal.net)

To: meghan@boldpartnersre.com

Date: Wednesday, November 2, 2022 at 09:52 AM PDT

I need the intercom and I need the parking tandem/2 cars, or additional parking stall.

I have a disability and I request the intercom be repaired and the parking for a second car be provided, as a reasonable accommodation.

Failure to respond to this request is considered by the government to be a failure to provide a reasonable accommodation.

All rights reserved.

Geary J. Johnson 1522 Hi Point St 9 Los Angeles CA 90035 Phone 323-807-3099

A Black male

c: DFEH/CRD

83/82/2023 83/82/2023

> EXH.13 59

83/82/2823 83/82/2823 83/82/2823

#### Ann Sewill, General Manager Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager Anna E. Ortega, Assistant General Manager Luz C. Santiago, Assistant General Manager

#### City of Los Angeles



Eric Garcetti, Mayor

Los Angeles Housing Department 1910 Sunset Blvd, Suite 300 Los Angeles, CA 90026

housing.lacity.org

## Respond Within 15 Days

October 06, 2022

Geary Juan Johnson 1522 S HI POINT ST, #9 Los Angeles, CA 90035

#### Confirmation of Complaint Filed & Request for Documentation

Date of Complaint: 10/05/2022

Alleged Violation: Illegal Rent Increase, Reduction of Services, Harassment

LAHD Case Number: CE273371 Housing Investigator: Vi Dang

In order to conduct an investigation, the following documents are required to be submitted:

- Rental/Lease agreement
- Proof of rent payments (cancelled checks, money order receipts, bank statements, rent receipts): 3-6 months desired
- Documents related to
  - Illegal Rent Increase
  - Reduction of Services
  - Harassment
- If applicable, all court documents
- If applicable, all notices from Government Agencies (Building and Safety, LAHD Code Enforcement, Health Department, Section 8, etc).

All documents must be labeled with your assigned case number and received within 15 days of this letter. If for any reason you cannot locate all of the requested documents, please submit those documents which you are able to locate.

Documents can be submitted to the Investigation & Enforcement Section at:

1910 Sunset Blvd Ste 300 Los Angeles, CA 90026 FAX: 213-808-8818 EMAIL: labd.rso.central@lacity.org

If you have questions, you may call your assigned Housing Investigator at (213) 252-1436.

Thank you.

EXH, 14

# 03/02/2018 03/02/2013 03/02/2018 03/02/2018

# ATTACHMENT TO LOS ANGELES HOUSING RSO COMPLAINT

redacted rent agreement copy Anti-Harassment ordinance city 2021-5-19 email amended overview (re parking issues) 2022-5-15 revised email on SC hearing 2022-7-28 Email on Code Complaint and etc.

#### COMPLAINT FOR and NEW EVIDENCE NOT PREVIOUSLY HEARD BY LAHD

- 1. reduction in housing services
- 2. harassment
- 3. Illegal rent increase

#### Reduction in Services AND Illegal rent increase

Under my definition of "available" (free and able to do something at a particular time), maintenance to the intercom system was available at the inception of the tenancy. Maintenance to the intercom has been reduced to the point we have not received maintenance and the non-working intercom is still in the unit. The rent agreement and city RAC regulations state that housing services and repairs are "including but not limited to" thus the owner and city are prohibited from excluding the intercom system from maintenance. The owner installed a new intercom system in the building in 2015, yet did not repair or replace ours in unit 9, but the city granted the owner (capital improvements decision) that forced us to pay for the new intercom system for five years even though ours was not working.

Even though maintenance has been reduced from 100% because intercom is not repaired, and parking continues to be reduced and no effort by owner to restore the lost parking/tandem stall, no reduction in rent has been made, i.e illegal rent increase.

<u>New evidence</u> is that the current owner has said they are willing to repair the intercom system if the entire building is rewired. But the owner has made no effort to rewire the building.

#### **Tandem Parking**

Under my definition of "available" (free and able to do something at a particular time), tandem parking was available at the inception of the tenancy. From 2010–2014, tenants unit 9 were assigned to a two car tandem parking stall.

In 2014 the then owner moved us out of the tandem stall and assigned us to a single stall. At the time the owner said we could have a tandem stall for \$50 extra per month, IMO an illegal

rent increase. The new owner Hi Point 1522 LLC has available park ng stalls but refuses to respond to my request for a stall and my desire to pay the \$50.

New evidence. Instead, the owner thru Thomas Khammar (Power Property Management) has said around May of this year that my unit already has a tandem parking stall and that current stall #8 is a tandem parking stall. Pictures and the CFO show that the stall 8 is a single car stall. I ask that the city enforce the fact the owner has said we are assigned to a tandem parking stall at no extra charge and that the city ascertain which stall by number is the tandem stall Khammar says we are assigned to. Since Khammar said that we already are assigned a tandem parking stall, then the issue of "availability" since inception of tenancy, has already been addressed by Khammar who says we already have the tandem parking stall, i.e. per the continuing monthly rent agreement. I have pictures of the single stall #8 and also pictures of the tandem parking stalls.

This complaint represents continuing damages.

#### **Notes on Harassment**

I excerpt the city harassment ordinance below. For the last year at least, the owner has harassed myself by not repairing the intercom, restricting repairman from making the repairs, and did "substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.", a violation of the city harassment ordinance. The owner and agents have engaged in acts or omissions which interferes with the tenant's right to use and enjoy the rental unit (harassment).

Other than recently saying the building needs to be rewired and that stall #8 is a tandem parking stall, the owner has omitted to rewire the building so we have a working intercom, and the owner has omitted to provide which is the tandem parking stall number we are assigned to, by his words.

### **Excerpts**

Tenant Harassment shall be defined as a landlord's knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose, including, but not limited to, the following actions:

Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy.

Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause.

are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.

A A violation of any provision of this article is punishable as an infraction or misdemeanor.

B. A misdemeanor conviction under this article shall be punished by a fine of not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

C. It shall be a misdemeanor to attempt to interfere with the peaceful enjoyment, use, possession or occupancy of any premises by the lawful lessee or tenant of such premises either by threat, fraud, intimidation, coercion, duress, or by the maintenance or toleration of a public nuisance, or by cutting off heat, light, water, fuel or free communication by anyone by mail, telephone or otherwise, or by restricting trade or tradesmen from or to any such tenant. This subsection shall not apply to a duly authorized officer pursuant to the authority of legal process.

/s/GEARY J. JOHNSON/s/ 1522 Hi Point St 9 Los Angeles CA 90035

323-807-3099



## **Proof of Service**

### I, ERIC BECKWITH, do declare:

I am a resident of the County of Los Angeles; I am over the age of 18 years of age and not a party to the within entitled action; my business address is 1522 Hi Point St. Apt 9, Los Angeles, CA 90035.

October 8, 2022, I served the within

2022-10-6 ATTACHMENT TO RSO 273 371.pdf

Account Rent Ledger for Unit 9 2010 to 2022

Cancelled rent checks (10 pages for one of two tenants)

LAHD CE 273 371 Email re USPS Mail Delay Oct 3

2022-10-5 Fax to LAHD

2022-10-5 Email LAHD on case closure.pdf

2022-9-9 Email docs to LAHD CE273 371

LAHD CE 273 371 PPM letter on satellite Dish Sept 7

LAHD CE 273371 Response from Khammar on Satellite

2022-9-6 Email LAHD complaint w Parking Form CE273371

LAHD CE 273 371 Email Respond to Satellite Dish Sept 8

Email to LAHD with COO for building Sept 5

COO and plot plan for 1522 Hi Point St showing single and tandem stalls

LAHD CE 273 371 Email w Docs to LAHD CE271455 Sept 5 (3 pages without attachments)

2022-9-5 Email LAHD with Pics Intercom.pdf

2022-7-28 Email to Owner, RSO, and Reap noting code violation complaint filed - 2 pages

2022-5-15. Email Revised Racism and Corruption - to owner, RSO, REAP - overview parking, intercom, and court hearing. Ten pages.

2021-11-4. Signed Notice of Change in Terms Tenancy proving reduction in services from two cars parking to parking for one car. Monthly rental agreement renewed 1st of month.

2021-5-19 Email to owner re parking issues - amended- 3 pages

2016-12-11. Email from County Health inspector ordering repair, replacement, or removal of intercom unit 9. The intercom in the unit 9 is still present and available.

2010. Redacted rent agreement indicating maintenance "including but not limited to". Intercom cannot be excluded from maintenance.

LY

6.5595559 6.55955555 6.5595555 Note: The signed 11/4/21 document "Notice of Change in Terms of Tenancy" shows that tenant 9 was parking in stall 14, a tandem parking stall. The document shows that the owner under the threat of eviction, requested the tenant locate to stall 8, a single car stall. Cliff Renfrew was the management agent. As this document is forwarded to the current owner 11/4/21, it proves that on that date the housing secured parking, paid per rent checks, has been reduced from two cars to one car.

on the below listed in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed to the last known address as follows:

LAHD
Investigations
1910 Sunset Blvd Ste 300
Los Angeles CA 90026
Via USPS Priority Mail

I declare under penalty of perjury under the laws of United States of America that the foregoing is true and correct.

Executed on October 8, 2022 at Los Angeles California.

ERIC	<b>BECKWITH</b>

£707/78/£8 £787/78/£8

美美国美小美国5美国

## CE273371

### DENIAL INTERCOM REPAIR AND TANDEM/2 CAR PARKING.

From: G Johnson (tainmount@sbcglobal.net)

To: meghan@boldpartnersre.com; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us

Cc: hcidla.reap@lacity.org; lahd.rso.central@lacity.org; brent@powerpropertygrp.com; hcidla.rso.central@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.rodriguez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.martinez@lacity.org; paul.koretz@lacity.org; councilmember.price@lacity.org; councilmember.buscaino@lacity.org; councilmember.lee@lacity.org; councilmember.cedillo@lacity.org; councilmember.buscaino@lacity.org; councilmember.kevindeleon@lacity.org; mayor.helpdesk@lacity.org

Date: Monday, October 3, 2022 at 09:26 AM PDT

#### **Attention:**

Jade Beck, Liliana Morales, Twyla Rucker, Jeanette Conway, Alva Corado, Jacqueline Gallardo, Brent Parson, Julia Gran, Kaleena Wiley, Carmen Joseph, Kristofer Gordon, Justice Walker, Fidel Medino, Shireen Davis, Jamie Swisher, Daisy Moreno, Javier Guevara, Alva Corado, Miquel Mercado, Danielle Herron-Wilson, Julia Gran, Cynthia Reynosa, Cameron Morse, Chris Thrasher, Monika Bohana, Gina Purgave, Stephen Leider (Power Property Management Inc employees as seen on the internet).

Hi Point 1522 LLC, Meghan Hayner (COO):

I am a Black, male entitled to all the housing privileges as listed under the state Unruh Act. By your actions, I am being denied the housing services working intercom, maintenance to the intercom, parking tandem/two cars.

- 1. That Hi Point 1522 LLC and Power Property Management Inc. denied/aided or incited a denial of/discriminated or made a distinction that denied full and equal accommodations/advantages/facilities/privileges/ services to GEARY J. JOHNSON;
- 2. That a motivating reason for Hi Point 1522 LLC and Power Property Management Inc.'s conduct was GEARY J. JOHNSON's race, Black, and sex, male.
- 3. That GEARY J. JOHNSON was harmed; and
- 4. That Hi Point 1522 LLC and Power Property Management Inc.'s conduct was a substantial factor in causing

On or around September 11, 2022, the USPS attempted to deliver a package to me but because the intercom does not work, they could not alert me and the package was not delivered. As a result on September 12, 2022, I spent eight hours at home waiting for the package to be delivered and waited outside for the delivery. USPS was finally able to get in the building but the package was damaged and open. Damages to me are 8 hours x \$20/hour = \$160. Please remit payment to the address below. All rights reserved.

I remind you that recently on this matter that the owner's agent Thomas Khammar said that my roommate and I are entitled to maintenance to the intercom and entitled to the tandem/2 car

secured parking, as part of the rental agreement and housing services provided.

Geary Juan Johnson 1522 Hi Point St 9 Los Angeles CA 90035

Phone 323-807-3099

I am a tenant who is

Ham-Jew-DNA-Kushite/Black male American

Reference: Meghan Haynes COO at BoldPartners Real Estate/Hi Point 1522 LLC

References: city clerk published to the internet

https://recordsrequest.lacity.org/requests/22-4904 https://recordsrequest.lacity.org/requests/22-1672 https://lacity.nextrequest.com/requests/21-10536 https://recordsrequest.lacity.org/requests/21-10460

http://cikrep.lacity.org/onlinedocs/2012/12-0049-S26 PC PM 09-21-2022.pdf

03/02/2023 03/02/2023 03/02/2023

## Complaint for Referral to REAP for inclusion of 1522 Hi Point St Apts 90035- Continuing Wrongs and New Damages

From: G Johnson (tainmount@sbcglobal.net)

To: hcidla.reap@lacity.org; lahd.reap@lacity.org; mayor.helpdesk@lacity.org

Cc: 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; brent@powerpropertygrp.com; hcidla.rso.central@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.rodriguez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.martinez@lacity.org; paul.koretz@lacity.org; councilmember.price@lacity.org; councilmember.buscaino@lacity.org; councilmember.lee@lacity.org; councilmember.cedillo@lacity.org; councilmember.bonin@lacity.org; councilmember.kevindeleon@lacity.org; meghan@boldpartnersre.com

Date: Friday, September 23, 2022 at 08:30 AM PDT

# Complaint for Referral to REAP for inclusion of 1522 Hi Point St Apts 90035

Dear REAP department:

I am a tenant referring this building and residential unit(s) for inclusion in REAP.

"SEC. 162.03. REFERRAL TO REAP. (Added by Ord. No. 173,810, Eff. 4/16/01.)

Any City or County agency or **any tenant** may refer any building or residential unit within the scope of this article to the Department for inclusion in REAP if the following conditions are met:

- i. The building or unit is the subject of one or more Orders;
- ii. The period allowed by the Order for compliance, including any extensions, has expired without compliance; and iii. The violation affects the health or safety of the occupants, or, if the unit is subject to the RSO, the violation results in a deprivation of housing services, as defined in Section 151.02, or a habitability violation, as defined in Section 153.02.

In its referral, the City or County agency shall indicate if the violations are of a nature or extent that they are likely to exist in or affect units that have not been inspected. The RAC shall promulgate regulations setting forth criteria for determining when that condition exists.

As below as it relates to 1522 S Hi Point Street zip 90035:

- 1. RSO building built prior to 1978 presumed to have presence of lead based paint and asbestos 2. RSO unit
- 3. Owner notified
- 4. HCIDLA notified
- 5. See work stop orders and notices to comply previously issued against the building
- Deprivation of housing service: door entry intercom system for this apartment 9 and other apartments 8 and 5 since May 2015 and continuing
- Deprivation of housing service tandem parking stall for this apartment 9 since May 2015 and continuing
- Failure to provide tandem parking stall for this apartment 9 since May 2015 and continuing; health and safety violation Tandem parking at 1522 Hi Point St is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.
  - 10. Maintenance to the intercom system at this address is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.

- 11. The door entry intercom system at this address is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.
- 12. Fifteen units have undergone primary renovations in this building. All such units received a new intercom as part of the replacement of the previous intercom. Code enforcement inspectors issued finals for occupancy for all units that received new replacement intercoms.
- 13. The city government has assumed authority over the intercom system and the parking stalls as housing services.
- 14. The intercoms for units 9, 8, 5 remain un repaired and unusable.
- 15. These REAP violations are a violations of the tenants peaceful enjoyment of the premises.
- 16. The intercom door entry equipment on the outside front of the building replaced the previous door entry intercom system.
- 17. The building door entry intercom system is only partially functioning and thus is nuisance, maintenance, and electrical violations under the jurisdiction of REAP.

I hereby demand that 1522 S Hi Point St 90035 be placed into the REAP program on the following grounds, including but not limited to, and that all 18 tenants receive a rent reduction of 50%.

- 1. Peeling paint exterior timber clad letters and numbers
- 2. Rear inside hallway structural defect unsafe loose wobbly stair railing previously reported as structural defect
- 3. Intercom unit 9 not maintained;
- 4. intercom not fully functioning from front outside building;
- 5. abandoned vehicle in parking stall 4 (since 2014)
- 6. Deprivation of maintenance to intercom
- 7. Deprivation of housing services: tandem parking stall
- 8. Floors, stairways, or railing not maintained in good repair (rear stairway wobbly and unsafe)

I refer to a 2015 order from the Los Angeles County Public Health department in which they ordered the door entry **intercom** system repair by 2015 (corrected 2016) but the repair or replacement never occurred. The non-working intercom is still in units 9, 8, and 5. The non-working intercom box is on the outside of the building and for the use of all eighteen tenants and the Public. With the exception of the intercom in unit 9, all code violations herein are common to all tenants of the 18 units, i.e the Intercom is for the use of all 18 units and tenants as well as the Public.

The parking area is surrounded by a security gate, of which I as a tenant pay for but cannot use.

Some of these violations were the subject of a city Capital Improvements rent increase and may also constitute failure of a capital improvement.

The above violations are under the authority of city Los Angeles REAP as they are nuisance conditions, structural hazards, failure to manage, maintenance, electrical and lack of uniform compliance.

I refer to city notices to comply and SCEP notice indicate the building is not in uniform compliance and has been declared to be substandard.

I am told by code enforcement that these issues have been the subject of hundreds of city of Los Angeles code violation complaints. The period for compliance has expired; the building or unit is the subject of one or more Orders, the violations result of the deprivation of housing services and/or habitability/health and safety violations.

The intercom system and parking stalls were available at the inception of the unit 9 tenancy. The intercom system was partially replaced in 2015 by the owner and subject to the city Capital Improvements program.

The owners of the property are:

Hi Point 1522, LLC 520 Pacific Street #5 Santa Monica CA 90405 meghan@boldpartnersre.com



#### Ph. 818-219-1587

Hi Point 1522 LLC

8885 Venice Blvd Suite 205 Los Angeles CA 90034 Hi Point 1522 Managers Holdco LLC 8885 Venice Blvd Suite 205, Los Angeles CA 90034

Hi Point 1522 Managers LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

Hi Point 1522 TJ Entity LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

#### The property is managed by:

Power Property Management, Inc. a corporation dba Power Property Group Agent Breat Parsons 8885 Venice Blvd Ste 205 Los Angeles, CA 90034

Kassandra Harris AKA Kassy Harris 1522 Hi Point St No. 12 Los Angeles CA 90035 (resident manager)

Phone numbers for the owner/manager are: 213-908-8008 or 310-593-3955.

This complaint is filed pursuant to a continuing Unruh complaint filed with the Department of Fair Employment and Housing against the city government of Los Angeles.

I understand a female tenant who was white asked for parking stall #13 to be extended which it was. I was denied a similar and equal privilege to the white tenant.

See attached Order from the County Health Department (Chen).

Since wrongs and damages are continuing, under the rent agreement, the law allows me to pursue this complaint again.

SEC. 151.02. DEFINITIONS.

(Amended by Ord. No. 184,822, Eff. 4/30/17.)

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section. Words and phrases not defined herein shall be construed as defined in Sections 12.03 and 152.02 of this Code, if defined therein. (Amended by Ord. No. 176,544, Eff. 5/2/05.)

Capital Improvement. The addition or replacement of the following improvements to a rental unit or common areas of the housing complex containing the rental unit, providing such new improvement has a useful life of five (5) years or more: roofing, carpeting, draperies, stuccoing the outside of a building, air conditioning, security gates, swimming pool, sauna or hot tub, fencing, garbage disposal, washing machine or clothes dryer, dishwasher, children's play equipment permanently installed on the premises, the complete exterior painting of a building, and other similar improvements as determined by the Commission.

Frovided, however, that the complete exterior painting of a building shall only be considered as an eligible capital improvement improvement (10) years. (Amended by Ord. No. 165,251, Eff. 11/20/89.)

Housing Services. Services connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance, including painting. This term shall also include the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits privileges or facilities. (Amended by Ord. No. 154,808, Eff. 2/13/81.)

Landlord. An owner, lessor, or sublessor, (including any person, firm, corporation, partnership, or other entity) who receives or is entitled to receive rent for the use of any rental unit, or the agent, representative or successor of any of the foregoing.



Primary Renovation Work. (Added by Ord. No. 176,544, Eff. 5/2/05.) Work performed either on a rental unit or on the building containing the rental unit that improves the property by prolonging its useful life or adding value, and involves either or both of the following:

- 1. Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Los Angeles Municipal Code.
- 2. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state and local laws.

Rent. The consideration, including any bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a rental unit, including but not limited to monies demanded or paid for the following: meals where required by the landlord as a condition of the tenancy; parking; furnishings; other housing services of any kind; subletting; or security deposits. (Amended by Ord. No. 154,808, Eff. 2/13/81.)

## **REAP EXCERPT:**

HabitabilityViolation. Any violation of Section 1941.1 of the California Civil Code, or a reduction or elimination of the following services if contracted for by the tenant, or if provided to the tenant at the time the tenant moves into his or her rental unit: elevators, security gates, and air conditioners.

Order. Any order or notice to comply, correct or abate a condition or viciation issued by the Department, the Department of Building and Safety, the Health Department, the Fire Department, or their successors.

2. Upon acceptance of the complaint from a tenant or an enforcement agency, if the complaint is supported by an Order, then the complaint shall be treated as a referral to the REAP and rent reduction under Section 162.03, and shall be processed under that section.

I am a Black male tenant entitled to all privileges and accommodations under the state Unruh Act, and under the rental agreement.

All rights reserved.

## Geary Juan Johnson

1522 Hi Point St Apt 9 Los Angeles CA 90035

323-807-3099



2015-12-11 Email from Chen re Intercom.pdf 60.5kB

83/83/83 83/82/2823 83/82/2823

## RACISM AND CORRUPTION CITY OF LOS ANGELES - Memorialize Court Hearing Johnson v Hi Point 1522 LLC and Power Property management

From: G Johnson (tainmount@sbcglobal.net)

To: 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; cynthia@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; highpoint1522@gmail.com

Cc: gavin@gavinnewsom.com; hcidla.rso.central@lacity.org; hcidla.reap@lacity.org; mayor.helpdesk@lacity.org; controller.galperin@lacity.org; gilbert.cedillo@lacity.org; councilmember.krekorian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; paul.koretz@lacity.org; councilmember.price@lacity.org; councilmember.martinez@lacity.org; councilmember.rodriguez@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; councilmember.lee@lacity.org; councilmember.lee@lacity.org; councilmember.ofarrell@lacity.org; councilmember.kevindeleon@lacity.org; councilmember.buscaino@lacity.org; info@housingrightscenter.org; contact.center@dfeh.ca.gov; jivar.afshar@lacity.org; fred.wong@lacity.org; lisa.yancey@lacity.org; joe.velasquez@lacity.org; bruce.todd@lacity.org

Date: Saturday, May 14, 2022, 08:45 PM PDT

# Rent Control Agent Lies to the Court - racist Khammar speaks.

How the city government helps deny housing services

Dear Hi Point 1522 LLC, Power Property Management, Liliana Morales (PPM), Ann Sewill, Director, Catherine Taylor-Gomez, Tricia Keane, Mike Feuer: KALEENA WILEY, Thomas Khammar, Brent Parsons, Liliana Morales, Jacqueline Gallardo, Jennifer Cleveland, Renee Henderson, Giovanni Dubon, Kassandra Harris, Kristopher Gordon, Jason Ortegon:

The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above.

May 28, 2019, court case 19STCV18302, Walter Barratt and Fox Hills Drive Apt, LLC and Power Property Management were named in a lawsuit for failure to repair a call -box intercom. Los Angeles.

In another court case, naming Hi Point Apts LLC (owned by Walter Barratt), the court issued judgment against Walter Barratt and in favor of tenant Geary J. Johnson, thus attaching monetary value to the loss of intercom and parking services. CASE 21STSC04574.

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In another court case, number 19STSC14394, the court issued judgment in favor of Geary J. Johnson, the court denied the cross complaint of Walter Barratt (Hi Point Apts LLC) and Power Property Management Inc., another win for Geary J. Johnson; the core action was dismissed without prejudice, another win for the plaintiff.

This shall memorialize and summarize the SC hearing held May 11, 2022. case 21STSC04819, Johnson vs Hi Point 1522 LLC and Power Property management. This summary is meant to be indicative but not all inclusive. All rights reserved. This summary is based on court filed documents as well as notes taken at the May 11, 2022 remote court hearing.

Numerous city officials like the Mayor and Council are named in Exhibits filed with the Court. "Answer" to SC-105 filed 2/7/22. Email dated Feb. 1, 2022, sent at 11:38 p.m. Exhibit 6.

This lawsuit I specifically asked the court to order the repair of the intercom and assignment to tandem parking. I also asked for damages.

Only the head of the management company appeared and he also appeared for the owner. Thomas Khammar is employed by Power Property Management and is contracted to Hi Point 1522 LLC.

## Excerpts.

One of my exhibits was a Feb 1 email to the management company and owner. The Judge asked Khammar repeatedly if he had received that email in which I asked for the intercom repair and tandem parking. Finally Khammar admitted he had a copy of the email in front of him. The Judge asked repeatedly had the new owner received communication from me about the issues and Khammar said no. Certainly he did not deny receiving the lawsuit around February 22. Interestingly, the Feb. 1, 2022 email mentions that I had contacted the owner/management company "numerous times over the years or months" (new owner started July 2021). So basically, the new owner knew about the suit thru the management company.

**INTERCOM** 

Khammar said the intercom is not working because the entire building has to be re-wired. I disagreed and I am not sure the owner was being truthful. The Judge seemed not to believe Khammar but I had no proof otherwise. Something I will have to do for the next hearing: get proof of what it takes to repair it.

## **PARKING**

I am seeking a two car stall or parking for two cars. Khammar said that our current space #8 is a two car stall and he said it repeatedly. I disagreed and told the Judge our current stall is only a single stall and that the rent agreement says we have parking for two cars. Why would Khammar lie about this? There was no record kept of the hearing but I did take written notes.

I realize today that I think too slow. The hearing was remote zoom. My laptop was less than ten feet from the window on the driveway. All I had to so was ask the court to let me open the blinds and she would immediately see the **single car parking stall** behind me!!!!!!!! Well, all for next time.

## **CONCLUSION**

- 1. I think I have good odds with the intercom because I think the Judge could sense Khammar was lying. She can order it repaired, order damages, both or neither.
- 2. I think I have better odds with the parking. Khammar --- I think in order to avoid judgment---said the current stall is tandem. It all depends on who the Judge believes or how she reads the rent agreement. Since Khammar said we already have a tandem stall, she could order Khammar to show proof of the stall or she could just repeat that Khammar said we already have a tandem stall. That essentially would

# be an order requiring them to provide the tandem stall they admitted to.

## **FURTHER NOTES**

The lawsuit also asks for damages under the city harassment ordinance section 45.30 municipal code.

Numerous city officials like the Mayor and Council are named in Exhibits filed with the Court. "Answer" to SC-105 filed 2/7/22. "The actions stated herein of Hi Point 1522 (LLC) are because they are racist towards me as a Black male. (Source: see Unruh Act)." (p. 4). "The actions of the defendants are intractable, tortious, and racist, and are the cause of the damages to me." (p. 7). "What race do I have to be to get a working intercom? What race do I have to be to get a tandem parking stall?" (p.9)

## **Parking**

The attached CFO for the building shows that stall 8 is a single parking stall. Why would Thomas Khammar lie to the Judge? Numerous pictures have been forwarded to Khammar of the parking lot and posted to the internet showing that stall 8 is a single stall.

Thomas Khammar has engaged in civil and criminal fraud. I believe he acts on behalf of the Mayor and Council and other city employees, and he represents the defendants. Khammar lied about the parking. Khammar lied about the intercom by telling the Judge that the entire unit must be rewired to repair the intercom. The truth is that the intercom breaker box and wiring is in the hallway; the entire unit does not need to be re-wired to repair the low voltage intercom. Khammar commits criminal fraud on behalf of the Mayor and and city council and cother government housing employees. Khammar is an example of the coty government corruption.

Task that Khammar write the Judge, and copy the LA County District attorney and Police and myself, that you acted on behalf of the mayor and council, and that you lied under oath for purposes of criminal fraud

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and taking of rent monies to lie that stall #8 is a tandem stall when you know that stall 8 is a single car stall. Also indicate in your letter that you lied about the need for re-wire of the entire unit to repair the intercom.

The court heard the case without defendants filing an authorization to appear, as the court noted, and the court allowed them to submit an authorization to appear after the case was heard. (IMO sounds improper.)

The court did not rule on the Def. request for Judicial notice, as she noted that such document cannot be submitted in small claims cases.

The defendants claimed res judicata based on a previous lawsuit but the Judge noted that the parties in the previous lawsuit (dismissed without prejudice) were not the same parties as the current lawsuit.

Khammar: "Obviously the plaintiff has sued us before, numerous times, four or five times, he has gone to fair housing and been rejected, he has gone to Los Angeles housing and been denied. Los Angeles housing, which is the Los Angeles rent stabilization board, it has an amenities reduction program, and if he lost an amenity, he is entitled to file for that under the Los Angeles rent stabilization ordinance and get a credit for it. Unfortunately he is denied because per his lease your Honor his parking space is number 8 which is a tandem space. Ok. I completely agree with the plaintiff that it is inconvenient to have two gentlemen living in an apartment with a tandem parking space but that is what is on his written lease. His lease says space number 8, tandem, he has space number 8 tandem, the reason why the plaintiff is confused, is when the prior owner purchased the building, in 2015 or prior, the owner at that time had extra parking available and sent out an email and said for extra money you can take individual parking, and of course he declined it, and life goes on. He got his space number 8. There is no

issue with parking, he continues to have space number 8. He has two parking spaces. One parking space that fits two cars. All that is referenced in his own discovery that he gave you and I apologize but I don't know how you guys are seeing it but it says Exhibit 4 (page 6 of 22), you see a white BMW it appears and in front of it is the space for the other vehicle."

# Comments by GJJ for this email:

Mr. Khammar is correct that the space at stall #13 is a tandem stall. But stall #8 is not a tandem stall. The white/grey car in the picture is not owned by myself or my roommate. See picture attached which was used as Exh 4 by myself. Until today, I was never told that we are to park in stall #15. You can clearly see "13" at stall 13. Is this want Khammar is saying, that we are to park in stall 15?

The court asked Khammar if he had any exhibits to submit. He said no.

Khammar: "In regards to the intercom, him getting an alarm system and because he does not have an intercom, does not even make sense, an alarm system is made for somebody to protect, to protect you from someone entering his specific unit and so I want to make sure the court is separating the two, the intercom is to allow you entry into a building and/or see when someone is at the door. Not all intercoms allow you to open up the entry gate door. A lot of intercoms in the apartment I lived at years ago prior to being married with no gray hair and kids, the intercom would only alert me that someone is downstairs, I would have manually walk downstairs and open the door to let them in. There is no security in the sense of an intercom. The intercom program, the building, we would have to rewire the electrical per unit. The city of Los Angeles has a THP program...for when you are going to do extensive work in his unit. I believe back in 2015, he appealed and

fought the owner on the THP program and the owner could have given him additional funds to vacate but why would we do any of that if we are giving him an upgrade. He did not want the upgrade and he fought us on the THP and at the time we just simply said no problem we won't do it. His unit and two others in the building do not have the updated intercom. (Editor note: All 18 units had intercoms which the owner decided were not working. The owner installed a new control box and only wired it to 15 units, excluding three units like mine but the city ordered us to pay for the intercom repairs anyway. The wires are in the hallway connected to a hallway breaker box). The courts are backlogged and we have three cases currently open for this same matter. I realize there are different parties and we are affiliated with each and every case. And the court has also ruled numerous times before on identical issues. Obviously he changes a few words here and there but there are identical issues and I have a list of them, the Inglewood courthouse ruled in 2014, Judge threw out the case. (Editor note: the issues were not identical in that case.). All he needs to do if he has a true issue, is go to the Los Angeles rent stabilization board, who will listen to his loss of amenities, and once again they are going to deny it over and over again. That is why he is not going thru the proper process."

Court: Let me first advise you. if the prior owners that were Hi Point (1522) LLC were the named defendants in this claim, we would not be hearing this claim. (Editor note: The Judge seems to be ignoring the definition of "dismissed without prejudice".) But since there are new owners, and making similar claims against new parties, that is very relevant to him being able to bring a new claim. Now, the three units that do not have updated intercom systems, how many units are in the building?

Khammar: He does have another case with us as defendant to the prior owner after you ruled on the prior case. (Editor: Not true. Khammar is

confused. Only this case is pending. Another case, where PPM is not a party, is on appeal.) 18 units.

Court: You said the intercom unit to be installed for each apartment, would require re-wiring of the whole building?

Khammar: Rewiring of the electrical to the whole building. It is a hard wire electrical system, so in order to get it to the plate, that goes in front of your door, each unit has to be re-wired. I mispoke, I told you three units, it is actually only two units that do not have them (working intercoms).

Court: So I am a little confused. So you must have re-wired the whole building because 16 units have the intercom, correct?

Khammar: As tenants vacate, we go in and open up the wall, and do all that stuff.

Court: Why have you not rewired his particular intercom system?

Khammar: We have to do it by permit and in order to do work inside a unit, you have to apply for a tenant habitability plan (THP), the tenant has the ability to appeal a THP. Mr Johnson appealed the THP, therefore we said no problem. We won't do it on your unit. Since then, rates have gone up.

Court: Just so I am clear. In order to rewire an apartment unit in the building, you need a permit from the city of Los Angeles. Correct?

Khammar: Yes.

Court: In order to get the permit, it is under the THP?

Court: In order to get consent with a permit under the THP, the tenant must consent? Correct?

Khammar: The tenant has the ability to appeal it and be heard by a board as to why he is appealing it. We as owners have the ability to say no problem, we will back down since you appealed it. That is what we did.

Court: So you applied for the permits and you are alleging that Mr. Johnson appealed the application for the permit and the owner then just said alright, we are withdrawing the permit request because he does not want it. Is that all factually correct?

Khammar: That is all factually correct.

Court: When was the last time. If you can give me a date or a month, or a year, when you applied for the permit, and Mr. Johnson appealed the permit application? If you can only give me a year, that is ok.

Khammar: 2015.

Court: So that is the prior owner. From 2015 to the present date, has Mr. Johnson in writing informed the new owner I would like to have the intercom installed, I will not be appealing the THP?

Khammar: No, he has not.

Court: Has he told anybody since 2015 in the property management line?

Khammar: Specifically, your question he has not.



Court: Ok, Mr. Johnson, you have five minutes rebuttal.

JOHNSON: Mr. Khammar said I did not have any communication about the intercom or about the parking with the new owner. Let's see Exhibit pages 14-18, an email I wrote on Feb 1, 2022, this year, to the Property Management and the new owner, asking for intercom repair and tandem parking. So that is at page 14. Mr Khammar misspeaks about some of the facts. Obviously he knows and he cannot say I have not communicated to the new owner about the parking and intercom because when I communicate to the management company which is him, that is a communication to the new owners. Security, as far as the intercom, Khammar claims the intercom is not for security purposes, (I disagree), it is for security purposes. So you can screen people at the front of the building. I can't get my mail all the time, I can't get deliveries all the time, because mine (intercom) does not work. People are constantly walking thru the building because they got in somehow and there is no way to screen them if you do not have the use of the intercom. I believe the previous case was dismissed without prejudice and just from my standpoint, I am not a lawyer, without prejudice means that there was no adjudication of the merits in terms of Power Property Management who is the defendant here today. Mr. Khammar misspeaks when he talks about the tandem parking. Stall 8 is not a tandem parking stall. Number 8 is a single stall, only available for one car to fit. Mr Khammar knows that because he has pictures of the parking lot. He knows there is 18 units of apartments, he knows there are 20 parking stalls, he knows that maybe half of them are tandem, and Thalf of them are single. He knows we are not in a tandem parking stall. And he has been the property management company 2014, 2015, they Eleft and came back 2019 to now, they are the property management company and I have sent them fed exes, letters, emails, so he is well aware of the problem. Our garbage disposal was replaced recently, sink faucet replaced recently, smoke alarm was replaced recently, within the

last 2 or 3 years. The intercom is just as simple to replace as those from my standpoint. I am not an electrician but I was here when 15 units received intercoms. It did not take more than 2 months for those repairs to be done. Mr Khammar speaks of the THP program but those units were not subject to THP because they were vacant, not tenants, and not subject to the THP.

COURT: (Interrupts) Let's just talk about your unit. Are you denying that you appealed THP?

JOHNSON: In the THP, he has to submit an application to the city, there was no mention, absolutely positively of the intercom system by the owner in the THP. I took the THP as an opportunity to bring up the intercom system between my oral testimony and written testimony in 2014-2015, I mentioned the word intercom 42 times and there was not one response from the owner's representative whether it would be repaired or not. I have never been told by anybody in the defendant's employ that they would have to do a THP in order to fix my intercom or anything else in my unit. Their THP application said that they were spending \$18,000 dollars---I have that in writing---per unit. I, as a tenant, have no way of stopping them from doing the THP, if that is what they choose to do, but Mr. Khammar knows that in order to do the THP, we have the option as tenants to stay in the unit, and if we do he has to temporarily relocate us at whatever cost that is, then we have the option to come back as tenants. It is one or the other, keep us as a tenant, or give us a buyout amount of money. They never never offered us a specific buyout amount of money and that is why we are still here. Etried to engage in that, but they would not respond. So basically his Interpretation of the THP process is not correct. It does not take a THP for \$18,000, it doesn't take a rewire of the whole building to fix our intercom. All other repairs took half hour maybe 45 minutes and did not need THP. The intercom is the same thing, an electrical device, he already put a brand new system in, he does not have to get permits, he

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83/82/2823 83/82/2823 already had the permit to put fifteen intercoms in and it is a brand new box, I have it in my exhibits, the picture of the new intercom system, which he put in, in 2015. And he could have fixed mine then.

COURT: I am going to stop you, because what I have concluded is that neither you nor Mr. Khammar has provided this court for this hearing with any documentation other than your testimony sworn given regarding THP in 2015 your appeal so they could not install it nor evidence that there was an application to install it. Neither one of you have provided that evidence to the court.

(The Judge says she does not have the exhibit with the email Feb 1, 2022 and she asks me to fax it to her, which I do that night).

Mr. Khammar, did you get an email from Mr. Johnson, dated Feb 1, 2022, at 11:38 pm?

KHAMMAR: I would have to go thru my emails.

COURT: ----Sir, he sent you a copy of his evidence, I want you to look at the exhibits he sent you and under exhibit 6, he states that is pages 14-18, on one of those pages is the email from Feb. 1, 2022. I did not receive that in the exhibits, Mr. Johnson, but I have your evidence right in front of me as I am reviewing it.

KHAMMAR: My company is named in the email. I do believe we received it.

COURT: Read it to me.

KHAMMAR: It's a long one.

COURT: Did you get that email in the exhibits?

COURT: ---Mr. Khammar, as you are looking at the documents in front of you, do you have Mr. Johnson's exhibits 1-8?

KHAMMAR: Yes.

COURT: Mr. Johnson, you need to send me only that exhibit. I want Mr. Johnson to send it to me. (By fax.) The court will not be entering a decision until after I get that email, so don't expect a decision for at least 2 to 3 weeks.

She also asks the Khammar to send in the authorization to appear, that was not filed with the court.

(Hearing was 51 minutes and 24 seconds).

(The court seems to have let Khammar talk well over five minutes.)

Khammar admits that his nationality had an intercom; so that appears to be saying that as a Black American, I am not entitled to an intercom, no matter how much money I pay. Khammar implies that a Black such as myself is not entitled to seek redress of grievances in the courts. Khammar has no respect for the law.

The Judge was Commissioner Emma Castro.

One could wonder why is the Judge spending so much time on certain facts outside the 3-4 year statute of limitations.)

All rights reserved.

Geary J. Johnson

Phone 323-807-3099

P.S. Dates of written communications to Hi Point 1522 since August 2021 check, check, email, are rent checks Aug 2021 - May 2022 (where the memo line indicates payment for tandem parking and intercom repairs), emails Aug, Sept, Oct, Nov, Dec., Jan 2022, Feb 2022, March 2022, April 2022.

P.S. The three criminal lies of Khammar: intercom, parking, number of pending lawsuits

P.S. the court does not keep a transcript of small claims hearings

ref: picture of my roommate car parked in stall 8 (circa 2014). Does it look like 2 cars can fit in that stall?

# ref. Tandem parking

means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another. (Source: Google).

ref: this email may be published to the internet by city clerk <a href="https://recordsrequest.lacity.org/requests/22-4904">https://recordsrequest.lacity.org/requests/22-4904</a>



1973-4-17 CFO HP Apts for DEFH Plot Plan.pdf 702.3kB



2014-12-18 Tenant #9 Parked in Stall 8.JPG 1.6MB



2022-2-4 Available Parking Cropped.pdf 2.2MB



85

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SMALL CLAIN

ASE NO: 21STSC04574

#### - NOTICE TO ALL PLAINTIFFS AND DEFENDANTS -

Your small claims case has been decided. If you lost the case, and the court ordered you to pay money, your wages, money, and property may be taken without further warning from the court. Read the back of this sheet for important information about your rights.

- AVISO A TODOS LOS DEMANDANTES Y DEMANDADOS -

Su caso ha sido resuelto por la corte para reclarnos judiciales menores. Si la corte ha decidido en su contra y ha ordenado que usted paque dinero, le pueden quitar su salario, su dinero, y otras cosas de su propiedad, sin aviso adicional por parte de esta corte. Lea el reverso de este formulario para obtener informacion de importancia acerca de sus derechos.

PLAINTIFF/DEMANDANTE Geary J. Johnson 1522 Hi Point St 9 Los Angeles, CA 90035

**DEFENDANT/DEMANDADO** Hi Point Apts LLC 226 Carroll Canal Venice, CA 90291

### NOTICE OF ENTRY OF JUDGMENT

JUDGMENT WAS ENTERED AS STATED BELOW ON (DATE): 02/16/2022

Court orders judgment entered for Plaintiff Geary J. Johnson against Defendant Hi Point Apts LLC., (A Corporation) on the Plaintiff's Claim filed by Geary J. Johnson on 12/03/2021 for the principal amount of \$479.99 and costs of \$90.00 for a total of \$569.99.

Waived fees and costs in the amount of \$50.00, including those incurred after judgment, must be paid directly to the court by Defendant Hi Point Apts LLC., (A Corporation). A full or partial satisfaction of judgment will not be entered unless waived fees are paid per Government Code section 68637(b)(1). An Administrative fee of \$25.00 must be assessed if the collection process is initiated to collect unpaid fees per Government Code section 68638.

Enforcement of the judgment is automatically postponed for 30 days or, if an appeal is filed, until the appeal is decided.

CLERK'S CERTIFICATE OF MAILING - I certify that I am not a party to this action. This Notice of Entry of Judgment was mailed first class, postage prepaid; in a sealed envelope to the parties at the addresses shown above. The mailing and this certification occurred at the place and on the date shown

Place of mailing: Los Angeles CA 90012

Date of mailing: 02/16/2022

Shem R. Carter, Executive Officer / Clerk of Court

T. Kelley

Clerk by

#### INFORMATION AFTER JUDGMENT / INFORMACION DESPUES DEL FALLO DE LA CORTE

Your small claims case has been decided. The **judgment** or decision of the court appears on the front of this sheet. The court may have ordered one party to pay money to the other party. The person (or business) who won the case and who can collect the money is called the **judgment creditor**. The person (or business) who lost the case and who owes the money is called the **judgment debtor**.

Enforcement of the judgment is postponed until the time for appeal ends or until the appeal is decided. This means that the judgment creditor cannot collect any money or take any action until this period is over. Generally, both parties may be represented by lawyers after judgment.

#### IF YOU LOST THE CASE . . .

- If you lost the case on your own claim and the court did not award you any money, the court's decision on your claim is FINAL. You may not appeal your own claim.
  - 2. If you lost the case and the court ordered you to pay money, your money and property may be taken to pay the claim unless you do one of the following things:

#### a. PAY THE JUDGMENT

The law requires you to pay the amount of the judgment. You may pay the judgment creditor directly, or pay the judgment to the court for an additional fee. You may also ask the court to order monthly payments you can afford. Ask the clerk for information about these procedures.

#### b. APPEAL

If you disagree with the court's decision, you may appeal the decision on the other party's claim. You may not appeal the decision on your own claim. However, if any party appeals, there will be a new trial on all the claims. If you appeared at the trial, you must begin your appeal by filing a form called a Notice of Appeal (form SC-140) and pay the required fees within 30 days after the date this Notice of Entry of Judgment was mailed or handed to you. Your appeal will be in the superior court. You will have a new trial and you must present your evidence again. You may be represented by a lawyer.

#### C. VACATE OR CANCEL THE JUDGMENT

If you did not go to the trial, you may ask the court to vacate or cancel the judgment. To make this request, you must file a Motion to Vacate the Judgment (form SC-135) and pay the required fee within 30 days after the date this Notice of Entry of Judgment was mailed. If your request is denied, you then have 10 days from the date the notice of denial was mailed to file an appeal. The period to file the Motion to Vacate the Judgment is 180 days if you were not properly served with the claim. The 180-day period begins on the date you found out or should have found out about the judgment against you.

#### IF YOU WON THE CASE . .

- If you were sued by the other party and you won the case, then the other party may not appeal the court's decision.
- If you won the case and the court awarded you money, here are some steps you may take to collect your money or get possession of your property:

### a. COLLECTING FEES AND INTEREST

Sometimes fees are charged for filing court papers or for serving the judgment debtor. These extra costs can become part of your original judgment. To claim these fees, ask the clerk for a *Memorandum of Costs*.

#### b. VOLUNTARY PAYMENT

Ask the judgment deptor to pay the money. If your claim was for possession of property, ask the judgment debtor to return the property to you. THE COURT WILL NOT COLLECT THE MONEY OR ENFORCE THE JUDGMENT FOR YOU.

#### **C. STATEMENT OF ASSETS**

If the judgment debtor does not pay the money, the law requires the debtor to fill out a form called the Judgment Debtor's Statement of Assets (form SC-133). This form will tell you what property the judgment debtor has that may be available to pay your claim. If the judgment debtor willfully fails to send you the completed form, you may file an Application and Order to Produce Statement of Assets and to Appear for Examination (form SC-134) and ask the court to give you your attorney's fees and expenses and other appropriate relief, after proper notice, under Code of Civil Procedure section 708.170.

#### d. ORDER OF EXAMINATION

You may also make the debtor come to court to answer questions about income and property. To do this, ask the clerk for an Application and Order for Appearance and Examination (Enforcement of Judgment) (form EJ-125) and pay the required fee. There is a fee if a law officer serves the order on the judgment debtor. You may also obtain the judgment debtors financial records. Ask the clerk for the Small Claims Subpoena and Declaration (form SC-107) or Civil Subpoena Duces Tecum (form SUBP-002).

#### e. WRIT OF EXECUTION

After you find out about the judgment debtor's property, you may ask the court for a *Writ of Execution* (form EJ-1 30) and pay the required fee. A writ of execution is a court paper that tells a law officer to take property of the judgment debtor to pay your claim. Here are some examples of the kinds of property the officer may be able to take: wages, bank account, automobile, business property, or rental income. For some kinds of property, you may need to file other forms. See the law officer for information.

#### f. ABSTRACT OF JUDGMENT

The judgment debtor may own land or a house or other buildings. You may want to put a lien on the property so that you will be paid if the property is sold. You can get a lien by filing an Abstract of Judgment (form EJ-001) with the county recorder in the county where the property is located. The recorder will charge a fee for the Abstract of Judgment

NOTICE TO THE PARTY WHO WON: As soon as you have been paid in full, you *must* fill out the form below and mail it to the court *immediately* or you may be fined. If an Abstract of JUDGMENT has been recorded, you must use another form; see the clerk for the proper form.

### SMALL CLAIMS CASE NO.: 21STSC04574

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

(Do not use this form if an Abstract of Judgment has been recorded.)

To the Clerk of the Court:

amthe [] judgment creditor [] assignee of record.

I agree that the JUDGMENT in this action has been paid in full or otherwise satisfied.

Date: 23

@ ©

(D) さい アシアン

(TYPE OR PRINT NAME)

(SIGNATURE)



03/62/2023

EEBE158158

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

### **Civil Division**

Central District, Stanley Mosk Courthouse, Department 1A

# 21STSC04574 GEARY J. JOHNSON vs HI POINT APTS LLC

February 16, 2022 8:30 AM

Judge Pro Tem: Joseph Donnini

Judicial Assistant: Tonsha Kelley Courtroom Assistant: None

CSR: None

ERM: Electronically Recorded Deputy Sheriff: Castro-Ramos

# APPEARANCES:

For Plaintiff(s): Geary J. Johnson via Courtconnect

For Defendant(s): Hi Point Apts LLC By: Walter Barratt via CourtConnect

# **NATURE OF PROCEEDINGS:** Non-Jury Trial

All parties in court having been advised verbally and via posted notices, and there being no objections, agree that/are deemed to have agreed that Joseph Donnini, an attorney, who is a member of the State Bar of California and who is qualified in accordance with Article 6, section 21 of the Constitution of the State of California, may, as Temporary Judge, preside over this hearing/try this case.

The cause is called for trial.

Mr. Walter Barratt appeared on behalf of Hi Point Apts LLC via CourtConnect. As the Judicial Assistant was attempting to find an available judge or commissioner, the defendant disconnected.

The Judicial Assistant to contact him, however he was not on the attendees report from VCourt. The defendant never tried to reconnect using CourtConnect and didn't attempt to contact the courtroom directly.

The matter goes forth without defendant being present.

The plaintiff is sworn and testifies.

The plaintiff submits evidence for the court to review. All exhibits are returned to the plaintiff in open court this date.

The Court having reviewed all evidence rules as follows:

Court orders judgment entered for Plaintiff Geary J. Johnson against Defendant Hi Point Apts LLC., (A Corporation) on the Plaintiff's Claim filed by Geary J. Johnson on 12/03/2021 for the principal amount of \$479.99 and costs of \$90.00 for a total of \$569.99.

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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

### **Civil Division**

Central District, Stanley Mosk Courthouse, Department 1A

21STSC04574 GEARY J. JOHNSON vs HI POINT APTS LLC February 16, 2022

8:30 AM

Judge Pro Tem: Joseph Donnini

CSR: None

Judicial Assistant: Tonsha Kelley Courtroom Assistant: None

ERM: Electronically Recorded Deputy Sheriff: Castro-Ramos

Waived fees and costs in the amount of \$50.00, including those incurred after judgment, must be paid directly to the court by Defendant Hi Point Apts LLC., (A Corporation). A full or partial satisfaction of judgment will not be entered unless waived fees are paid per Government Code section 68637(b)(1). An Administrative fee of \$25.00 must be assessed if the collection process is initiated to collect unpaid fees per Government Code section 68638.

Judgment Debtor's Statement of Assets is mailed along with the Notice of Judgment to the Judgment Debtor.

Clark stamps date here when form is filed.

# Notice to the person being sued:

- You are the defendant if your name is listed in 2 on page 2 of this form or on form SC-100A. The person suing you is the plaintiff, listed in 1 on page 2.
- You and the plaintiff must go to court on the trial date listed below. If you
  do not go to court, you may lose the case. If you lose, the court can order
  that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

# Aviso ai Demandado:

- \* Usted es el Demandado si su nombre figura en ② de la página 2 de este formulario, o en el formulario SC-100A. La persona que lo demanda es el Demandante, la que figura en ① de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del
  juicio indicada a continuación. Si no se presenta, puede perder el caso. Si
  pierde el caso, la corte podría ordenar que le quiten de su sueldo, dinero u
  otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

# FILED

Superior Court of California County of Los Angeles 12/03/2021

Sherri R. Carter, Executive Officer / Cleak of Court

By: K. Chan Deputy

Fill in court name and street address:

Superior Court of California, County of Los Angeles

Stanley Mosk Courthouse 111 North Hill Street Los Angeles, CA 90012

Court fills in case number when form is filed.

Case Number:

21STSC04574

Case Name:

JOHNSON

HI POINT APTS LLC

# Order to Go to Court

The people in ① and ② must attend court: (Clerk fills out section below.)

Trial Date	Date Time 1. 02/01/2022 1:30 PM	Department 1A	Name and address of court, if different from above 5th Floor Room 548
	2		
	3.		Sharri R. Carter, Executive Officer / Clerk of Court
	Date: 12/03/2021	Clerk, by	K. Chan, Deputy

# instructions for the person suing:

Do not use this form to recover COVID-19 rental debt, which is unpaid rent or other financial obligations under a tenancy due between March 1, 2020, and September 30, 2021. (See Code of Civil Procedure, §1179.02.) To recover COVID-19 rental debt, use form SC-500, Plaintiff's Claim and ORDER to Go to Small Claims Court.

- · You are the plaintiff. The person you are suing is the defendant.
- Before you fill out this form, read form <u>SC-100-INFO</u>, Information for the Plaintiff, to know your rights. You can get form SC-100-INFO at any courthouse or county law library, or go to <u>www.courts.ca.gov/forms</u>.
- Fill out pages 2, 3, and 4 of this form. Make copies of all the pages of this form and any attachments—one for each party named in this case and an extra copy for yourself. Take or mail the original and the copies to the court clork's coffice and pay the filing fee. The clerk will write the date of your trial in the box above. Your court may allow electronic filing. Check your local court website for information: www.courts.ca.gov/find-inv-court.htm.
- You must have someone at least 18—not you or anyone else listed in this case—give each defendant a court-stamped copy of all pages of this form and any pages this form tells you to attach. There are special rules for "serving," or delivering, this form to public entities, associations, and some businesses. See forms SC-104. SC-104B, and SC-104C.
- . Go to court on your trial date listed above. Bring witnesses, recoipts, and any evidence you need to prove your case.

90 EXH. 20

SC-100, Page 1 of 6

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Nev November 1, 2021

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21STSC04574

The plaintiff Name: GEARY	I. IOHNSON	Phone: 32	1_807_2000	
Street address:	1522 HI POINT ST 9	LOS ANGELES	CA	90035
	Street	City	State	747033 <b>24</b> 0
Mailing address	8 (if different):	C.,	01018	2.40
-	Street	ÇKY	State	Zlp
Email address (	if available): TAINMOUNT@SBCGLO	BALINET	0.0.0	
If more than	one plaintiff, list next plain	tiff here:		
Name:		Phone:		
Street address:				
	Street	City	State	Zip
Mailing address	(if different):			<b>-</b> #
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Name: <u>HI POINT</u> Street address:	APTS LLC., (A CORPORATIO			90291
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Plaintiff's Claim and ORDER to Go to Small Claims Court

8C-100, Page 3 of 6

Rav November 1, 2021

Plaintiff (list names):	· · · · · · · · · · · · · · · · · · ·
GEARY J. JOHNSON	21STSC04574
Have you filed more than 12 other small claims  Yes No If yes, the filing fee for this case will be	within the last 12 months in California?
10 Is your claim for more than \$2,500?  Yes Is If you answer yes, you also confirm that you have not filed, a small claims cases for more than \$2,500 in California during	] No
11) I understand that by filing a claim in small claim claim.	
declare under penalty of perjury under the laws of the State of Ca	lifornia that the information above and on any
Date: 12/2/21 GEARY J. TOHNSON)	
Plaintiff types or prints name here	/ (Plaining Signs here
ate;	
Sagned plaintiff	
Second plaintiff types or prints name here	Second plaintiff signs here
·	
Requests for Accommodations Assistive listening systems, computer-assisted real-services are available if you ask at least five days be contact the clerk's office for form MC-410. Disability	fore the trial. For these and other accommodations.

03/02/2023 03/02/2023 03/02/2023 03/02/2023

8G-100, Page 4 of 6

"Small claims court" is a special court where claims for \$10,000 or less are decided. Individuals, including "natural persons" and sole proprietors, may claim up to \$10,000. Corporations, partnerships, public entitles, and other businesses are limited to claims of \$5,000. (See below for exceptions.\*) The process is quick and cheap. The rules are simple and informal. You are the defendant—the person being sued. The person who is suing you is the plaintiff.

Do I need a lawyer? You may talk to a lawyer before or after the case. But you may not have a lawyer represent you in court (unless this is an appeal from a small cisims case).

How do I get ready for court? You don't have to file any papers before your trial, unless you think this is the wrong court for your case. But bring to your trial any witnesses, receipts, and evidence that support your case. And read "Be Prepared for Your Trial" at www.courta.ca.gov/amalicialms/orepare.

What if I need an accommodation? If you have a disability or are hearing impaired, fill out form MC-410. Disability Accommodation Request. Give the form to your court clark or the ADA/Access Coordinator.

What if I don't speak English well? Ask the court clerk as soon as possible for a court-provided interpreter. You may use form INT-300. Recuest for Interpreter (Civil) or a local court form to request en interpreter. If a court interpreter is unavailable for your trial, it may be necessary to reachedule your trial. You cannot bring your own interpreter for the trial unless the interpreter has been approved by the court as a certified, registered, or provisionally qualified interpreter. (See Cal. Rules of Court, rule 2.893, and form <u>INT-140.</u>)

Where can I get the court forms I need? Go to any counthouse or your county law library, or print forms at WWW.courts.ca.gov/forms.

What happens at the trial? The judge will listen to both sides. The judge may make a decision at your trial or mail the decision to you later.

What if I tose the case? If you lose, you may appeal. You'll have to pay a fee. (Plaintiffs cannot appeal their own claims.)

- . If you were at the trial, file form <u>SC-140, Notice of Appeal.</u> You must file within 30 days after the clerk hands or mails you the judge's decision (judgment) on form SC-200 or form SC-130, Notice of Entry of Judgment.
- . If you were not at the trial, fill out and file form SC-135. Notice of Motion to Vacate Judgment and Declaration, to ask the judge to cancel the judgment (decision). If the judge does not give you a new trial, you have 10 days to appeal the decision. File form SC-140.

For more information on appeals, see www.courts.ca.gov/ amelicialms/appenis.

Do lahave options? Yes, if you are being sued you can: Settle your case before the trial, if you and the plaintiff agree on how to settle the case before the trial, the

pleight must file form CIV-110. Request for Plamissel or a written and signed estilement agreement with the clerk. Ask the

Small Claims Advisor for help.

- Prove this is the wrong court. Send a letter to the court before your trial explaining why you think this is the wrong court. Ask the court to dismiss the claim. You must serve (give) a copy of your letter (by mail or in person) to all parties. (Your letter to the court must say you have done so.)
- Go to the trial and try to win your case. Bring witnesses, receipts, and any evidence you need to prove your case. To have the court order a witness to go to the trial, fill out form SC-107, Small Claims Subpoens and Declaration, and have it served on the witness.
- Sue the person who is suing you, If you have a claim against the plaintiff, and the claim is appropriate for small claims court as described on this form, you may file Defendant's Claim (form SC-120) and bring the claim in this action. If your claim is for more than allowed in small claims court, you may still file it in small claims court if you give up the amount over the small claims value amount, or you may file a claim for the full value of the claim in the appropriate court. If your claim is for more than allowed in small claims court and relates to the same contract, transaction, matter, or event that is the subject of the plaintiffs claim, you may file your claim in the appropriate court and file a motion to transfer the plaintiff's claim to that court to resolve both matters together. You can see a description of the amounts allowed in the paragraph above, titled "Small Claims Court."
- Agree with the plaintiffs claim and pay the money. Or, if you can't pay the money now, go to your trial and say you want to make payments.
- · Let the case "default." If you don't settle and do not go to the trial (default), the judge may give the plaintiff what he or she is asking for plus court costs. If this happens, the plaintiff can legally take your money, wages, and property to pay the judgment.

### What if I need more time?

You can change the trial date if:

- You cannot go to court on the scheduled date (you will have to pay a fee to postpone the trial), or
- You did not get served (receive this order to go to court) at least 15 days before the trial (or 20 days if you live outside the county).

Ask the Small Claims Clark about the rules and fees for posiponing a trial. Or fill out form SC-150 (or write a letter) and mail it to the court and to all other people fisted on your court papers before the deadline. Enclose a check for your court fees, unioss a fee waiver was granted.



### Need help?

Your county's Small Claims Advisor can help for free.

Small Claims Court Advisory Program http://deba.lacounty.gov Morday - Friday, 8:00 a.m. - 4:30 p.m. (213) 974 9759 or (800) 593-8222

Or go to www.courts.ca.gov/smaliciaims/act/laor.

\* Exceptions: Different limits apply in an ection against a defendant who is a guaranter. (See Code Civ. Proc., § 116.220(c).) Limits do not apply in an action to recover COVID-19 rental date. (See Code Civ. Proc., §§ 116,223 & 1179.02; form SC-500.)

La "Corte de reciamos menores" as una corte especial donde se deciden casos por \$10,000 o menos. Los individuos, o sea las "personas físicas" y los propietarios por cuenta propia, pueden reclamar hasta \$10,000. Las corporaciones, asociaciones, entidades públicas y otras empresas solo pueden reclamar hasta \$5,000. (Vez abajo para las excapciones.") El proceso es rápido y económico, Las reglas son sencilies e informales. Usted es el Demandado—la persona que se está demandando. La persona que lo está demandando.

¿Necesito un abogado? Puede habiar con un abogado antes o después del caso. Pero no puede tener a un abogado que lo represente ante la corte (a manos que se trate de una apelación de un caso de reclamos menores).

¿Cómo me preparo para ir a la corte? No tiene que presentar ningún documento antes del julcio, a menos que plense que esta es la corte equivocada para su caso. Pero tleve al juicio cualquier testigos, recibos y pruebas que apoyan su caso. Y les "Esté preparado para su juicio" en www.courts.ca.gowireclamosmenores/preparase. ¿Qué hago al necasito una modificación? Si tiene una discapacidad o tiene impedimentos de audición, liene el formulario MC-410. Solioitud de modificaciones para discapacidad. Entregue el formulario el secretario de la corte o al Coordinador de Acceso/ADA de su corte.

¿Gué pasa si no hablo bien Inglés? Solicite un intérprete al secretario de la corte lo más pronto posible. Puede user el formulario INT-300 o un formulario de su corte local. Si no està disponible un intérprete de la corte para su juicio, es posible que se tenga que cambiar la fecha de su juicio. No puede ilevar su propio intérprete para el juicio a menos que el intérprete haya sido aprobado por la corte como un intérprete certificado, registrado, o provisionalmente calificado. (Veá la regis 2.893 de las Regias de la Corte de California, y el formulario INT-140.)

¿Dónde puedo obtener los formularlos de la corte que necesito? Vaya a cualquier edificio de la corte, la biblioteca legal de su condado, o imprima los formularios en www.courts.ca.gov/smallclaime/forms (página está en inglés).

¿Qué pasa en el juiclo? El juez escucharé a ambas partes. El juez puede tomar su decisión durante la audiancia o enviársala por correo después.

¿Qué pase si pierdo et caso? Si pierdo, puede apelar. Tendrá que pagar una cuota. (El Demandante no puede apelar su propio reciamo.)

- Si estuvo presente en el juido, llene el formulario SC-140, Aviso de apeleción (Notice of Appeal). Tiene que presentario dentro de 30 días después de que el secretario le entregue o envie le decisión (fallo) del juez en el formulario SC-200 o SC-130, Aviso de publicación del fallo (Notice of Entry of Judgment).
- Si no estuvo en el juicio, llene y presente el formulario SC-135, Aviso do petición para anular el fallo y Decleración para pedirle al juez que anule el fallo (decisión). Si la corte no la otorga un nuevo juicio, tiene 10 días para apelar la decisión. Presente el formulario SC-140.

Para obtener más información sobre las apelaciones, ves www.courts.ca.gowrecismosmenores/apelaciones.

- ¿Tengo otras opcionse? Si. Si lo están damandando, pueda:
- Regolver su caso antes del juicio. Bi usted y el Demandante se ponen de acuerdo en cómo resolver el caso antes del juicio, el Demandante tiene que presentar el formulario CIV-110 Solicitud de desetimación (Request for Dismissal) o un acuerdo de resolución escrito y firmado al secretario de la corte. Pidale al Asesor de Reciernos Menores que lo syude.

- Prober que es la corte equivocada. Envie una carta a la corte antes del juicio expilicando por qué cree que es la corte equivocada. Pidale a la corte que despida el reclamo. Tiene que entregar (dar) una copia de su carta (por correo o en persona) a todas las partes. (Su carta e la corte tiene que decir que hizo la entrega.)
- Ir al juicio y tratar de ganar el caso. Lieve testigos, recibos y cualquier prueba que necesite para probar su caso. Si dessa que la corte emita una orden de comparecencia para que los testigos vayan al juicio, liene el formulario SC-107. Citatorio de reclamos manorea (Small Claima Subpoena) y entrégueselo legalmente al
- Demandar a fa persona que lo demando. Si tiene un reclamo contra el Domandante, y el reciamo se puede presentar en la corte de reclamos menores, tal como se describe en este formulario, puede presentar di formulario SC-120, Reciamo del demandado (Defendant's Claim) y presentario en este mismo caso. Si su reclamo excede el timite permitido en la corte de recismos menores, puede igualmente presentario en la corte de reclamos menores si está dispuesto a limitar su reclamo al máximo permitido, o puedo presentar un reciamo por el monto total en la corte apropiede. Si su reclamo excede el limite permitido en la corte de reclamos menores y está relecionado con el mismo contrato, transacción, asunto o acontecimiento que el recismo del Demandante, puede presentar su recismo en la corte apropiada y presentar una moción para transferir el reclamo del Demandante a dicha corte, para poder resolver los dos reclamos juntos. Puede ver una descripción de los montos permitidos en el párrafo anterior titulado "Corte de reclamos menores".
- Aceptar el reclamo del Demandante y pagar el dinero. O, al no puede pagar en ese momento, vaya el juicio y diga que quiere hacer los pagos a plazos.
- No fr al juicio y aceptar el fallo por falta de comparecencia. Si no llega a un ecuendo con el Demendante y no va al juicio (fallo por falta de comparecencia), el juez le puede otorgar al Demandante lo que está reclamando más los costos de la corte. En ese caso, el Demandante legalmente puede tomar su dinero, su sueldo o sus bienes para cobrar el fallo.

¿Qué hago si nesselto más tiempo? Puede cambiar la fecha del juiclo si:

- No puede ir e la corte en la fecha programada (tendrá que pagar una cuota para aplazar el juicio), o
- Nó le entregaron los documentos legalmente (no recibió la orden para ir a la corte) por lo menos 15 días antes del julcio (ó 20 días ai vive fuera del condado).

Préguntele al sécretario de reclamos menores sobre les reglas y les cuotes para aplazar un juicio. O liene el formulario SC-150 (e escriba una carta) y envieto entes del plazo a la corte y e todas les otras personas que figuran en sus papeles de la corte. Adjunte un cheque para pagar los costos de la corte, a menos que la hayan dado una exención.

7

¿Negesita syuda? El Asesor de Reclamos Menores de su condado la puede ayudar sin cargo.

Small Claims Court Advisory Program
http://dcba.lacounty.gov
Morday - Friday, 8:00 a.m. - 4:30 p.m.
(213) 974-9759 or (800) 593-8222
O viate www.courts.ca.gov/reclemosmenores/seesores.

Exceptiones: Existen élérentée limites en un reclamo contra un garante (Vez el Codigo de Procedinanto Divit, esoción (116 220 (c).) Los limites no se aplican a las sectones para reclamár una deude de algular del GO/ID-19 (Vez el Codigo de Procedimento Givit, espaiones 118 223 y 1179.02, y el fermulario EG-600 ;

SC-100, Page 6 of 6

New Mountains 1, 2021

Reclamo del Demandante y ORDEN Para ir a la Corte de

ATTACHED DECLARATION

For your protection and privacy, planes press the Circuit field Corn. 16:45:19 2021-12-02

Form Approved for Optional Use

83/82/2023 83/82/2023



# Here is a copy of the DFEH complaint against you

From: G Johnson (tainmount@sbcglobal.net)

To: hcidla.reap@lacity.org; hcidla.rso@lacity.org

Cc: mayor.helpdesk@lacity.org; controller.galperin@lacity.org; gilbert.cedillo@ acity.org; councilmember.krekorian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; paul.koretz@lacity.org; councilmember.martinez@lacity.org; councilmember.rodriguez@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.price@lacity.org; councilmember.bonin@lacity.org; councilmember.lee@lacity.org; councilmember.ofarrell@lacity.org; councilmember.kevindeleon@lacity.org; councilmember.buscaino@lacity.org; councilmember.ridley-thomas@lacity.org; hcidla.rso.central@lacity.org

Date: Monday, January 31, 2022, 02:08 PM PST

Race and retaliation. Complaint of Discrimination Under the Provisions of the California Fair Employment and Housing Act
RE UNRUH
and Governor Gavin Newsom.
General damages
Nominal damages
Special damages
Exemplary damages
Exemplary damages
Punitive Damages
Cease and desist order
Additional damages requested:
\$200,000.00 (two hundred thousand dollars)+
\$2 million dollars exemplary damages+
\$4 million dollars punitive damages+

This is filed as an Unruh complaint. The DFEH public flyer says: "The Unruh civil rights act provides protection from discrimination by all business establishments in California, including housing and public accommodations. The term 'business establishments' may include governmental and public entities as well." (DFEH flyer). There is no way on the DFEH portal to file an Unruh Housing complaint except for this form. The tab under "Housing" does not mention the word "Unruh". This form is thus filed correctly. On or around July 9, 2021, Hi Point 1522 LLC purchased this building address. At the time there were pending Unruh Act housing complaints of racism charged against the Hi Point 1522 LLC employee Power Property Management Inc. On or around July 9, 2021, Hi Point 1522 LLC was made aware of the DFEH and other complaints by myself by email. The owner and management and resident manager Kassandra Harris have denied me full and equal services and/or privileges to intercom maintenance, and denied me available parking, and refused to respond to my complaints. As retaliation because I complained, said entities have continued to deny me intercom maintenance, and denied me available parking, and refused to respond to my complaints. Thus, I also complain that the respondents have retaliated against me because I complained numerous times by email, fax, or otherwise. All rights reserved to add to this description. I request damages under the Unruh act of \$4,000 for each day that the respondents have denied me full and equal accommodations, advantages, facilities, privileges, or services, and for each day they have done so to retaliate against me, and such actions intentional to cause damages to me no matter what my sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status. I have filed numerous complaints or emails with the HCIDLA REAP department. Latest email was today at 1:18 pm. Previous to that was an email January 9, 2022 at 1:48 pm. in which I mentioned my discrimination complaints. My contacts with HCIDLA and the REAP have not resulted in the intercom being repaired or replaced, nor has the tandem parking stall been provided. The filing of a REAP complaint or code violation complaint gives the departments authority over every issue in the complaint. I also name city employees Marcus Nicolas and Luis Tolentino in this complaint who were made aware of my racism complaints as aired to them on the Internet. As the HCIDLA and REAP have not raised a legitimate business reason for their actions, the real reasons are because I am Black and in retaliation because I opposed unlawful practices. The intercom and tandem parking were available at the inception of my tenancy. My rent show that the owner has accepted payment for the tandem parking and intercom repair. All rights reserved to add to this description. G. Juan Johnson 1/31/22.

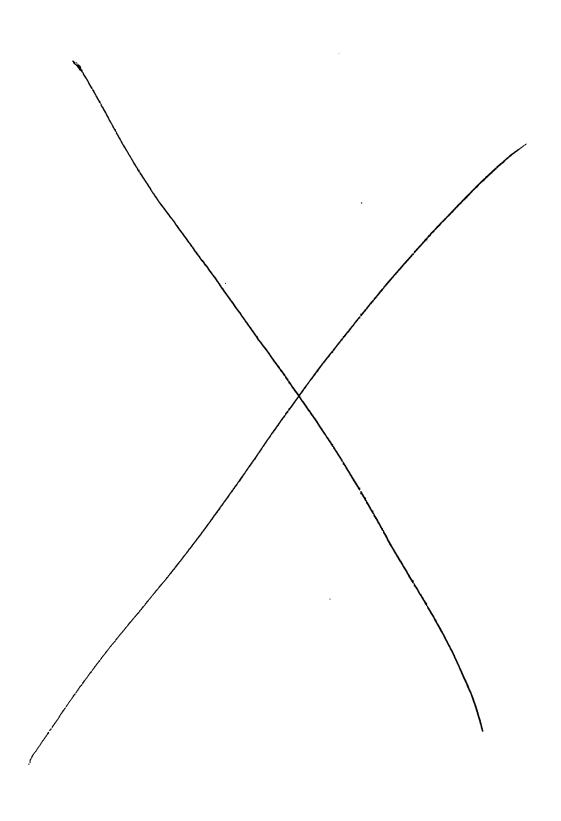
(m)

# Geary Juan Johnson

Phone 323-807-3099

2022-1-31 DFEH Complaint re REAP.pdf 90.3kB

EXH, 4 97



63/82/2023

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Total Units (legal unit count may vary): 18

Rent Registration Number: 0270090

\*Census Tract: 216700

\*Council District: 10

\*Bureau of Engineering Data

Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Exemption Units: 0

Rent Office ID: Wilshire

Code Regional Area: West Regional Office

Year Built: 1972

#### PROPERTY VIOLATION REPORTED

Thank You, we have received your request for inspection:

Your Case number is 808802

Thank you for your Interest. Your Property Violation Report has been received by our office. You will be contacted by phone to schedule a site visit so we can verify the conditions you reported and take any necessary action to address any violations.

# CODE ENFORTMENT DIVISION - REPORT A VIOLATION

#### PROPERTY INFORMATION

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Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

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Total Exemption Units: 0

Rent Registration Number: 0270090

Rent Office ID: Wilshire

\*Census Tract: 218700

Code Regional Area: West Regional Office

\*Council District: 10

Year Built: 1972

\*Bureau of Engineering Data

### **COMPLAINT DETAILS**

All fields marked with an asterisk (\*) are required.

riisi naine.	Geary	Last Name.	Johnson			
Address:	1522 Hi Point St	Unit #	9			
City:	Los Angeles	Zip	90035			
Phone (H):*	3238073099	Phane (C):				
Email Address:	tainmount@sbcglobal.net					
Violation Location:	EXTERIOR AND INTERIOR AND PARK (Example: Kitchen, Bathroom, Outdoor)	ING LOT				
Violation Category: *	ELECTRICAL					
Violation Type: *	Select Violation Type		~			
Selected Violation Types:	Electrical service requires maintenance Electrical wiring disconnected and/or abandoned  (Note: Select a Violation type you wish to remove from the selected list before you click the button)					
Additional Comments:	Feb 17, 2022. Words Re Comdepartment is unresponsive.	plaint. Re Home Sharing the plann	ning			
Manager Name:	KASSANDRA HARRIS					
Manager Phone(H):	310-593-3955	Manager Phone (W):				
Owner Name:	HI POINT 1522 LLC	)				
Owner Phone(H):	310 593-3955	Owner Phone (W):				
Owner Address:	8885 VENICE BLVD SUITE 205	]	99			

5797/79/6 5787/78/6 Fyraitheath

### PROPERTY INFORMATION

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**Total Exemption Units: 0** 

Rent Office ID: Wilshire

Code Regional Area: West Regional Office

Year Built: 1972

### **COMPLAINT DETAILS**

All fields marked with an asterisk (\*) are required.

First Name: *	Geary	Last Name: *	Johnson
Address:	1522 Hi Point St	Unit #:	9
City:	Los Angeles	Zip:	90035
Phone (H):*	3238073099	Phone (C):	
Email Address:	tainmount@sbcglobal.net		
Violation Location:	EXTERIOR AND INTERIOR AND PARK (Example: Kitchen, Bathroom, Outdoor)	ING LOT	
Violation Category: *	STRUCTURAL HAZARDS		~
Violation Type: *	Select Violation Type		•
Selected Violation Types: *	Electrical service requires maintenance Electrical wiring disconnected and/or aba Vertical supports unstable or deteriorated		
	(Note: Select a Violation type you wish to r button)	emove from the selected list befor	e you click the .
Additional Comments:	Feb 17, 2022. Words Re Compartment is unresponsive.	plaint. Re Home Sharing the plann	ing
Manager Name:	KASSANDRA HARRIS		
Manager Phone(H):	310-593-3955	Mænager Phone (W):	
Owner Name:	HI POINT 1522 LLC		
Owner Phone(H):	310 593-3955	Gwner Phone (W):	
Owner Address:	8885 VENICE BLVD SUITE 205		100

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# PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Units (legal unit count may vary): 18

**Total Exemption Units: 0** 

Rent Registration Number: 0270090

Rent Office ID: Wilshire

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Code Regional Area: West Regional Office

\*Council District: 10

Year Built: 1972

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### **COMPLAINT DETAILS**

All	tields	marked	with	an	aste	risk	C (*)	) are	require	ed.
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Address:	1522 Hi Point St	Unit #:	9
City:	Los Angeles	Zip:	90035
Phone (H):	3238073099	Phone (C):	
Email Address:	tainmount@sbcglobal.net		
Violation Location:	EXTERIOR AND INTERIOR AND PARK (Example: Kitchen, Bathroom, Outdoor)	ING LOT	
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Violation Type:*	Select Violation Type		•
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Manager Name:	KASSANDRA HARRIS		
Manager Phone(H):	310-593-3955	Manager Phone (W):	
Owner Name:	HI POINT 1522 LLC		
Owner Phone(H):	310-593-3955	Owner Phone (W):	
Owner Address:	8885 VENICE BLVD SUITE 205		101



# CODE ENFORCEMENT DIVISION - REPORT A VIOLATION

### PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Units (legal unit count may vary): 18

**Total Exemption Units: 0** 

Rent Registration Number: 0270090

Rent Office ID: Wilshire

\*Census Tract: 216700

Code Regional Area: West Regional Office

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Year Built: 1972

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#### **COMPLAINT DETAILS**

All fields marked with an asterisk (\*) are required.

First Name: *	Geary ·	Last Name: *	Johnson
Address:	1522 Hi Point St	Unit#:	9
City:	Los Angeles	Zip:	90035
Phone (H):	3238073099	Phone (C):	
Email Address:	tainmount@sbcglobal.net		
Violation Location:	EXTERIOR AND INTERIOR AND PARK	ING LOT	
	(Example: Kitchen, Bathroom, Outdoor)		
Violation Category: *	MAINTENANCE		~
Violation Type: *	Select Violation Type		•
Selected Violation Types:*	Electrical service requires maintenance Electrical wiring disconnected and/or ab- Vertical supports unstable or deteriorate Stairway, walkway, or decking material re Guardrail or handrail missing, unsafe, le- Premises not maintained in a safe and s		
	(Note: Select a Violation type you wish to button)	re you click the	
Additional Comments:	AND SECURED PARKING ARE FOR PE FEB. 17, 2022. All rights reserved. Word		ETY. Date:
Manager Name:	KASSANDRA HARRIS		
Manager Phone(H):	310-593-3955	Manager Phone (W):	
Owner Name:	HI POINT 1522 LLC		
Owner Phone(H):	310-593-3955	Owner Phone (W):	

\$202,202 \$202,2023 Owner City:

LOS / ... ES

Owner Zip Code:

90034

Carlen Same

144914419141 14514141141

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Feb 17, 2022. Words 2404. Re Complaint. Re Home Sharing the planning department is unresponsive. Date: FEB.17, 2022. Words 2370. Additional comments to city of Los Angeles Code Violation Complaint. This complaint is filed based on my rights under law and obligations under the rental agreement. BLACK CITY EMPLOYEE SAYS BLACKS NOT ENTITLED TO FAIR HOUSING. From Geary JUAN Johnson, 1522 Hi Point St 9, Los Angeles CA 90035. According to the city government of Los Angeles, this matter has been the subject of hundreds of code violation complaints filed since 2014. The intercom system at this local address remains un repaired. The intercoms for various units as seen at the front of the building, do not functions as intended. A REAP complaint was filed with the city regarding the lack of intercom maintenance and lack of assignment to a tandem parking stall for tenants unit 9, both who are Black Americans; DATED August 9, 2021 at 12:11 pm. Now we have an African American and Asian woman US Vice President but she does not have the power that housing discrimination has in this city. A signed complaint has been filed with the State Department of Fair Employment and Housing regarding housing discrimination by the city housing department. There was a small claims lawsuit pending where the landlord of this property sued a tenant for \$10,000 because the Black tenant complained about housing services denied. The owner and Power Property Management claimed they suffered damages of over \$70,000 because the Black tenant asked for maintenance and an extra parking stall. OUTRAGEOUS RACIST CONDUCT. All previous code violation complaints since 2014 are incorporated herein by reference. The rear inside stairs to the building are wobbly and unsafe. There is an un permitted structure outside the building of which I sent pictures to you as it is off the parking lot: I believe they are mini-split ductless air conditioners that require a permit for the HVAC installations. The rear door to the building does not operate as intended since it does not shut properly. There is an abandoned vehicle at parking stall number four stall with two flat tires that has not been operational for over five years. The owner has refused to respond. There has been no response from city government employees. This complaint is also against (if not already named) city employees Mayor Eric Garcetti, Gilbert Cedillo, Paul Krekorian, Bob Blumenfield, Nithya Raman, Paul Koretz, Nury Martinez, Monica Rodriguez, Marqueece Harris-Dawson, . Mike Bonin, Mitch O'Farrell, Mark Ridley-Thomas, Kevin DeLeon. The entry code for the building is 1967E as reported numerous times before. State law prohibits city employees from requiring tenants to be present for city inspections of units. I believe that recently emergency responders were delayed in getting to a tenant who committed suicide, delayed because of the non working intercom system. OUTRAGEOUS RACISM. I do suppose city government employees would not give a damn if all the tenants in this building committed suicide. City officials I believe would not give a damn if this building collapsed like the sad and horrendous Surfside building collapse in West Palm Beach, Florida (June 2021). Under state law below, the code inspector has jurisdiction over "any building or portion thereof". The state law says "including but not limited to" and "general dilapidation or improper maintenance."The city law LAMC says housing services are "including but not limited to". State law also gives the code enforcement authority over "any nuisance". "Housing services are services that are connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance including painting. The term also includes the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits, privileges or facilities. (LAMC Sec. 151.02, Definition of Housing Services)."HEALTH AND SAFETY CODE - HSC SUBSTANDARD HOUSING 17920.3. Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building: (a) Inadequate sanitation shall include, but not be limited to, the following: (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon

successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction. (13) General dilapidation or improper maintenance. (c) Any nuisance. and safe condition and working properly, and that is free of cross connections and siphonage between fixtures. (k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building Code. This is a complaint for nuisance conditions, which is the jurisdiction of code violations inspectors as well as the LA County Health Department inspectors. I have asked the city to send out non-racist inspectors. City government employees have refused. OUTRAGEOUS RACIST City government employees have refused TO RESPOND. I have asked that Marcel Nicolas and Luis Tolentino be terminated from city employment for acting in a retaliatory and racist manner. There has been no response from the mayor and council or the office of the City Attorney Mike Feuer as city employees have also violated the City Ethics code. The previous owner said I could have a second or tandem parking stall for \$50 per month (which I believe would be discriminatory) but my written application has been ignored by the current owner HI POINT 1522 LLC and resident manager Kassandra Harris. This complaint is for continuing damages. Read HEALTH AND SAFETY CODE - California Housing Law SUBSTANDARD HOUSING 17920.3. See the movie Power Property Management and city employees say Black tenants not entitled to Fair Housing. https://youtu.be/VbFi\_\_JK1QE. Dear Mayor and Council (VIA EMAIL/FAX); MAY 18, 2021. Racist City Employees Refuse Inspection - Abuse of City Tax Dollars - Retaliation by City Employees-DFEH intake 202104-13236514

From: G Johnson To: mayor.garcetti@lacity.org; hcidla.rso.central@lacity.org; info@housingrightscenter.org; gavin@gavinnewsom.com; councilmember.harrisdawson@lacity.org; councilmember.rodriguez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.cedillo@lacity.org; councilmember.martinez@lacity.org; councilmember.ofarrell@lacity.org; councilmember.buscaino@lacity.org; councilmember.price@lacity.org; paul.koretz@lacity.org; councilmember.buscaino@lacity.org; councilmember.bonin@lacity.org;

Cc: contact.center@dfeh.ca.gov

Date: Tuesday, May 18, 2021, 10:44 AM PDT

councilmember.lee@lacity.org; hcidla.rsodocs@lacity.org

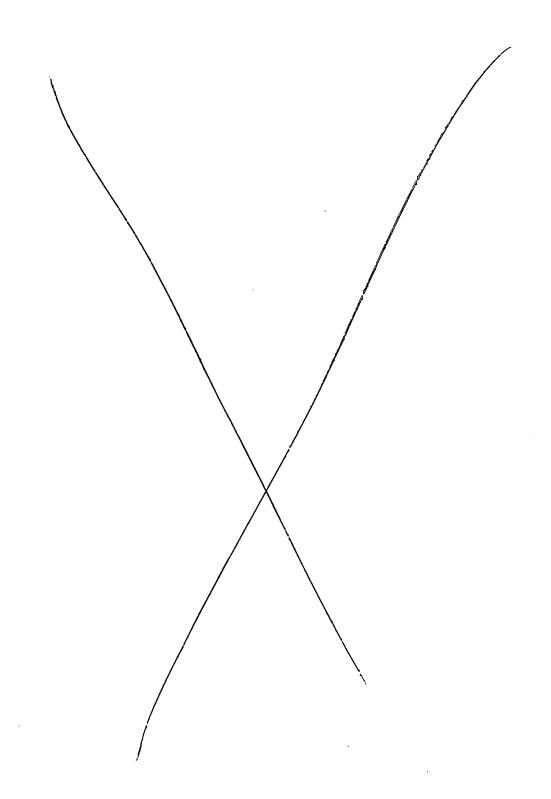
"This shall memorialize a visit today from the city Housing Code enforcement at about 8:45 am. This recall is meant to be indicative but not all-inclusive. As soon as the inspector arrived at the front of the property, he indicated that before he arrived he had a conversation with his supervisor M. Nicolas that code enforcement was not going to investigate the non-operating intercom system. I wondered to myself why he had wasted tax dollars to come out to the property in the first place if he knew he was not going to make the inspection. Then after I questioned him, he changed his tune and said he would not make the inspection because his supervisor Nicolas said that I was being "argumentative". However, I believe the real reason for their refusal to inspect is in retaliation because I have complained about city and owner housing discrimination and because I have made code violation complaints against this property, and because I am Black. The owner indicated last week to me that the city government told him they ignore code violation complaints of Black tenants, and today's performance by two city employees is proof of that. The inspector said I was being "argumentative" but in truth, I was simply complaining about the racist practices of the city Housing Department and code enforcement and rent control, and complaining about code violation complaints like lack of maintenance. My code violation complaint #779874 involves the front door not working as intended, read door not working as intended, non-operating vehicles (PARKING STALL # 4 TWO FLAT TIRES) on the property, un-permitted home-sharing, intercom unit 9 not useable, rear inside stairs unstable, un-permitted structure in the parking lot. These are all legitimate complaints. I explained to (MARCEL) Nicolas and the other inspector (TOLENTINO) that by state law the code inspectors have authority over all portions of the 1522 Hi Point St building; they both disagreed. For that, I request both employees face discipline up to and including termination from employment for not making a diligent effort to

do their job. I also explained that around 1973 the city authorized the install of the intercom system. In 2015 the city housing department in the capital improvements decision authorized the install and new wiring for the new intercom system. The city also around 2015 authorized new wiring for the intercom system as part of the government approval for the THP, and also authorized a rent increase based on the city-approved install of the intercom and the city CFO. Both inspectors have disagreed with me on this. Both have disagreed that hundreds of buildings across the city have intercom systems, of which the city fire department has jurisdiction over some because they are connected to the fire alarm system. The inspector refused to enter the property and inspect as requested, even after I told him we could talk about the intercom at a later time. On or around December 15, 2015, the LA County Health Dept (Chen) had issued an order that the intercom should be removed, repaired, or replaced. That order has been ignored by the property owner as well as the HCIDLA and the city REAP department. The REAP department, as of the complaint filed with the REAP department, has jurisdiction over the reduction of parking and jurisdiction over the maintenance and repair of the intercom system, and pursuant to the order from the Health Department, and jurisdiction over a public nuisance." (End) A new DFEH complaint against the HCIDLA is anticipated. "The Unruh civil rights act provides protection from discrimination by all business establishments in California, including housing and public accommodations. The term "business establishments" may include governmental and public entities as well. The Act is meant to cover all arbitrary and intentional discrimination by a business establishment on the basis of personal characteristics similar to those listed above. (Source:Google). The denial of housing services as stated herein represent arbitrary racial discrimination as defined under the State Unruh Act. ARBITRARY DISCRIMINATION EQUALS RACIAL DISCRIMINATION. City HCIDLA employees include Ann Sewill, Catherine Taylor-Gomez, Luz Santiago, Bessy Corrales, Kim Ly, Claudia Castillo, Veronica McDonnel, Sean Spear, Roberto Aldape, Daniel V. Gomez, Mathew Holen, David Zaitz, Anna Ortega, Valeria Steffens, Marcella D. Shurley. Tenants at this address include Carolyn Estevez, Vivian Depree, Daniel (unit 5), Jennifer Pesce (unit 6), M. Baney, T. Ruggieri, Kenny, R. Reyna, Kassandra Harris, M. Brown, C. DeLeon and B. Sohn, B. Bellio, C. Peterson, T. Cammasano.I will be filing a new code violation complaint today. I will be posting to the internet a video of the visit today and I will send you a link to the video. This complaint will be posted to the worldwide web. Please send an inspector or supervisor out who is not racist and who is able to read and understand the Health and Safety Code AND LAMC. Damages: lost time from work waiting for inspector 2.5 hours x normal rate \$20/hr = \$50.00 plus pain a suffering for malice and oppression This is a city rent controlled building. FURTHER NOTES JULY 10, 2021. A condo collapsed in Surfside, Florida, killing many, no doubt due to the government practices like that of Marcel Nicolas and Luis Tolentino. This building 1522 Hi Point St 90035 has new owners that I have been told. The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above. The city clerk may post this complaint to the worldwide web. The actions herein constitute violations of the state Unruh Act. The previous owner said he had intentions to replace the intercom but the repair has not occurred. (The previous owner said I could have a second or tandem parking stall for \$50 per month (which I believe would be discriminatory) but my requests for the parking application have been ignored by the current owner HI POINT 1522 LLC and resident manager Kassandra Harris.) I have incurred damages of \$70.00 after receiving a street sweeping ticket. Tenants have not yet been supplied with the name and contact information for the new owner. I REQUEST TOLENTINO AND NICOLAS BE TERMINATED FROM EMPLOYMENT. It is a violation of the city harassment ordinance to keep maintenance workers from making repairs to the intercom system and extending stall #8 to tandem length. A HARASSMENT COMPLAINT under the city Tenant Harassment by Landlord Ordinance has been filed with the city and ignored. 12/31/21 The owner has been notified that the hot water temperature is at 100 degrees. I believe this is an unsafe temperature level that



使3/82/2023 83/82/2023 83/82/2023 affects the health and safety of tenants and the public. I have read such low temperature can cause Legionnaires disease. The resident manager Kassandra Harris has indicated there are guest parking stalls and tandem parking stalls. The city ordinance prohibits guest stalls where there are tandem parking stalls. Ord. 179191. "Tandem parking shall not be allowed in parking areas for recreational vehicles or guest parking." THE INTERCOM AND SECURED PARKING ARE FOR PURPOSES OF HEALTH AND SAFETY. Date: FEB. 17, 2022. All rights reserved. Words: 2404.

208802) LD



63/82/2823 63/82/2823 63/82/2823



#### NOTICE OF CHANGE IN TERMS OF TENANCY (C.A.R. Form, CTT, Revised 403)

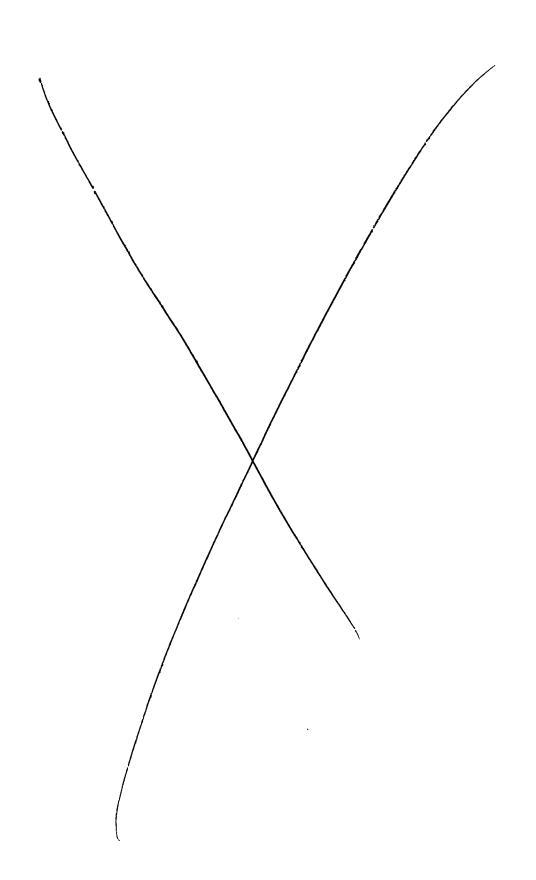
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9
75("Premises").
d. the change shall take
whichever is taler.
t that exceeds any rental fact 60 days from service whichever is later.)
me first

To: Geory Johnson	Buren Wilson	("Tenasi")
and any other occupant(s) in possession of the pre	mises located at:	
(Street Address) 1522 Hi POINT ST	(UnivAce Inversit	
(0)	(State) CA (Zip Code)	
YOUR TENANCY IN THE PREMISES IS CHAN	GED AS FOLLOWS: OTHERS OFFICIALLY	rovided, the change shall take
effect 30 days from service of this Notice or on	5/9/14	. whichever its later.
All other terms and conditions of your tenency	shall remain unchanged.	
1. Flent shell be \$pe	r month.	
(NOTE: Pursuant to California Civil Code § 82	7, if the change wareases the rein to an a	prount that exceeds any rental
payment charged during the last 12 months by	more than 10%, then the change shall to	ike effect 60 days from service
of this Notice or on		whichever is later.)
2. Security deposit shall be increased by \$		
a now variety out out 5	DCCC #14	
Ywe alkected key p	act space is #13	
TOTALEM COLL BOOK SPORTED SO	S CANONICO IC IV	REC DE MININ
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If this Notice increases the rent charged, and is ser	4	(Date)
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at		
(Owner or Agent)	Date	म्पाय
*	TO EXTENSION OR REMEWAL OF LEAS	SE I
If this Notice e		willadges and agrees to such
extension or rer		
	Date	11/4/2-1
Tenam	JAKE	
Tonard	, Jan 1	
By signing below, candibird acknowledges Tenant	s consent to extension or renewal of lease	
Langle d	<del>Date</del>	1
(Owner or Agent)	, , , , , , , , , , , , , , , , , , ,	
Landland	A Administration of the Control of t	1
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a submittery of the Cathornia Association of REAL FORSE 925 South Veryl Avenue Lise Angeles, Carbonna 90620	Reviews to	036
CTT REVISED 403 (PAGE ! OF 1)		E 41

NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

Phone: No. 24 . 39 Fex: 5 # 40 \* 40 P 5 Propered using WDForme® softwere Agent: Patrick Haie Phot Broker: Realty Source in Proc. Proc. 1940

108 EXH, 23



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# 8292/28/89 8282/29/89

### Racism at City Los Angeles REAP Department- HCIDLA

From: G Johnson (tainmount@sbcglobal.net)

To: hcidla.reap@lacity.org; hcidla.rso@lacity.org

Cc: mayor.garcetti@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.rodriguez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.martinez@lacity.org; paul.koretz@lacity.org; councilmember.price@lacity.org; councilmember.buscaino@lacity.org; councilmember.lee@lacity.org; councilmember.kevindeleon@lacity.org; councilmember.cedillo@lacity.org; councilmember.bonin@lacity.org; communications@lahsa.org; gavin@gavinnewsom.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; brent@powerpropertygrp.com

Date: Monday, August 9, 2021, 05:25 PM PDT

# Racist City HCIDLA Refuses to Enforce City Harassment Law; retaliates against tenant who complained. Systemic Racism Admitted

"James Byrd Jr. (May e 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church."

"(Re Emmett Till). Several nights after the incident in the store, Bryant's husband Roy and his half-brother J.W. Milam were armed when they went to Till's great-uncle's house and abducted Emmett. They took him away and beat and mutilated him, before shooting him in the head and sinking his body in the Tallahatchie River. Three days later, Till's body was discovered and retrieved from the river."

"There was some kind of scuffle two hundred yards down the street, again strangely noiseless, and a huddled knot of men opened up to reveal two brawlers being separated and pulled away from their fight. What I saw next gave me a fright: in the farther distance, beyond the listless crowd, the body of a lynched man dangling from a tree. The body was slender, dressed from head to toe in black, reflecting no light. It soon resolved itself, however, into a less ominous thing: dark canvas sheeting on a construction scaffold, twirling in the wind."

Teju Cole, Open City

# Dear REAP Program David Zaitz, Mathew Holen, et al.

disagree with your stated August 6 2021 email at 2:52 pm that I need to go thru Code Enforcement to file a referral to REAP complaint. The RAC section 1200 entitles my complaint to go directly to you.

IN THE PUBLIC INTEREST

WHAT DISCRIMINATION LOOKS LIKE

EXA, 24 109 California's Fair Employment and Housing Act prohibits those engaged in the housing business – landlords, real estate agents, home sellers, builders, mortgage lenders, among others – from discriminating against tenants or homeowners listed in the section "Who is protected?"

Violations of the anti-discrimination law include the following: Representation that a housing accommodation is not available for inspection, sale, or rental when it is in fact available; Policies, practices, terms, or conditions that result in unequal access to housing or housing-related services; Offering inferior terms, conditions, privileges, facilities or services in connection with the housing accommodation; Retaliation against someone filing a complaint - (DFEH)

A. The HCIDLA has aligned themselves with and aided in the racist and discriminatory actions of the landlords(s) and agents. **Even the current owner has refused to respond to my housing services requests.** 

#### B. The owner of this property is:

Hi Point 1522 LLC

8885 Venice Blvd Suite 205 Los Angeles CA 90034

Hi Point 1522 Managers Holdco LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

Hi Point 1522 Managers LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

Hi Point 1522 TJ Entity LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

#### The property is managed by:

Power Property Management, Inc. a corporation dba Power Property Group Agent Brent Parsons 8885 Venice Blvd Ste 205 Los Angeles, CA 90034

Kassandra Harris AKA Kassy Harris 1522 Hi Point St No. 12 Los Angeles CA 90035

# Phone numbers for the owner/manager are: 213-908-8008 or 310-593-3955.

C. "Full and equal" housing services is very simple. "Yes, Mr. Johnson, we will fix your intercom today." "Yes, Mr. Johnson, we have assigned you an additional parking stall at no extra charge." That is so simple it does not take five minutes to say it. But when I am forced to face racism as I have, things are not so simple.

D. Thousands of tenants across the city live in multi-family dwellings or condos where there is intercom systems and parking as housing services.

#### E. THE INTERCOM

I live in a rent controlled building where since 2014, the apartment to front door intercom is not working. (It was working prior to that.) In 2015, the LA County Health department ordered the owner to replace, repair, or remove the intercom. The owner refused. Numerous complaints were filed with city rent stabilization, REAP, and code enforcement. Around 2014 the owner applied for a city capital improvements increase; I recall mentioning the word "intercom" over 44 times but neither the owner or city responded. In the meantime, as part of the capital improvements application of the owner, the owner decided to replace the entire intercom system. But he only did so over time for fifteen units; three units including mine were not repaired. The intercom is a necessary housing service as hundreds maybe thousands of city multi-family dwellings as well as condominiums have intercom systems, some newer units have intercoms connected to fire alarm systems. Yet seven years after my initial complaints, the intercom for this unit remains not useable. Part of my rent amount with the capital improvements pays for an intercom system that I do not get to use. And my rent is current. The public attempts to access the outside intercom box: friends, relatives, deliveries, but there is no sign saying that mine does not work. The lack of maintenance to the intercom is a public as well as private nuisance.

83/82/2823

F. The intercom was new in 2015, but also a replacement for the old system which the owner claimed was not working. As my rent agreement says, services are "including but not limited to". Under maintenance in my rental agreement, the new intercom was covered under routine maintenance, and my unit number appears on the new outside intercom. Since the new intercom was a replacement for the old one, it is covered under my rental agreement. Add to that the capital improvements increase which show city validation of the intercom as a housing service to me. The door entry device and intercom are on the same electrical line. Pictures of the new intercom and door entry installed as one unit, were supplied to the city government by the owner and by myself.

#### G. THE PARKING STALL

This building according to the CFO, has 27 parking stalls. There are 18 units one bedrooms, so that means there are extra parking stalls. I have been trying to get assigned a second parking stall since 2014 when this new owner took over and removed one of our stalls and reduced us to a one car stall. Although there was no written agreement concerning the change in parking, the owner suggested we could get a tandem stall for \$50 extra per month. I did not avail myself of that offer because (1) parking is included in the rent and (2) we are already paying the \$50.00 in the rent. The six tandem stalls (12 single stalls) sat vacant for at least two months. As of today's date, the owner still has some parking stalls that are vacant. Recently I received a parking ticket for \$73.00 which could have been avoided if I had been allowed to park my car at this address parking lot. Recently the owner again offered that I could park the second car in the lot for \$50 per month even though I protested this in the past because it unfairly singles me out (no other tenant who parks in a two car stall has to pay \$50 extra) and it violates city law that the owner cannot charge additional for a housing service that was available at the beginning of our rent agreement, the CFO showing that extra tandem stalls were available at the time of the rent agreement. Nevertheless, I have asked the owner for the written application/process to be assigned a tandem parking stall. I have not been provided with the written application, which I have been asking for such application for years.

"Contrary to what city housing employees allege, tandem parking was available at the "inception" of the rental agreement: available is defined as ready immediately or ready at some future date. At the future date, we were assigned tandem parking by the previous manager. Barratt should have honored this agreement but he refused. The biased city employees refused to identify what tenant was assigned to stall #8 for four years, because during that time unit 9 was assigned to tandem stall #14. When the owner forced us in 2014 to vacate stall #14, there remained six tandem stalls that remained empty and unused for at least 2 months."

- H. "Including but not limited to" Health and Safety Code, rental agreement, RAC defines "Housing Services".
- I. The HCIDLA does not have the authority (abuse of authority) to take away my entitlement to maintenance, as a tenant. The HCIDLA does not have the authority to take away my entitlement to parking; the HCIDLA does not have the authority to take away my right to fair housing and "full and equal"; the HCIDLA does not have the authority to take away my right to housing services as defined under federal, state, local law, and the LAMC.
- J. Racism is not so simple. It is shady, sneaky, devious, hating, causes civil unrest, is ugly and complex. I bet you REAP employees go home every night and tell your wife and kids how many Blacks you screwed out of fair housing. "Honey, I cheated so many Blacks out of housing services today. And I did not even have to say "Nigger"."
- Your decision violates the provisions of the state Unruh Act, and therefore is racist.
- I will continue to protest the racist practices of the city Los Angeles government and Housing Department HCIDLA.
- M. Since damages are continuing at this location, I will be preparing a new Referral to Reap Complaint.
- N. The only thing standing in the way of me getting the entitled to full and equal housing services is your racism and retaliation, and that of the property owner/agents.
- O. I am not giving up my rights to fair housing.



P. Your actions violate city Ethics code section XIV. Your actions or lack thereof and lack of diligence violate the spirit of the city Harassment ordinance number 187109 below.

# Ordinance 187109 (excerpts)- Harassment by Landlord

- C. It shall be a misdemeanor to attempt to interfere with the peaceful enjoyment, use, possession or occupancy of any premises by the lawful lessee or tenant of such premises either by threat, fraud, intimidation, coercion, duress, or by the maintenance or toleration of a public nuisance, or by cutting off heat, light, water, fuel or free communication by anyone by mail, telephore or otherwise, or by restricting trade or tradesmen from or to any such tenant. This subsection shall not apply to a duly authorized officer pursuant to the authority of legal process.
- 16. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.
- 8. Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy.

Tenant Harassment shall be defined as a landlord's knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose, including, but not limited to, the following actions:

- 1. Reducing or eliminating housing services required by a lease, contract or law, including the elimination of parking if provided in the tenant's lease or contract except when necessary to comply with a court order or local or state law, or to create an accessory dwelling unit or additional housing.
- 2. Failing to perform and timely complete necessary repairs and maintenance required by Federal, State, County, or local housing, health, or safety laws; or failure to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts.
- Q. Under the CALIFORNIA CONSTITUTION ARTICLE 1 DECLARATION OF RIGHTS SECTION 1. "All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy."

#### R. SUCCESSIVE LIABILITY FOR NUISANCE

**CIVIL CODE - CIV** 

Division 4 - General Provisions

PART 3. NUISANCE [3479 - 3508.2] ( Part 3 enacted 1872. )

TITLE1.GENERALPRINCIPLES[3479-3486.5] (Title1 enacted1872.)

3483. Every successive owner of property who neglects to abate a continuing nuisance upon, or in the use of such property, created by a former owner, is liable therefor in the same manner as the one who first created it.

(Enacted 1872.)

S. A person shall not keep, store, park, maintain, or otherwise permit an "inoperative vehicle", as defined in <u>Section 22.14.090</u> of Division 2 (Definitions), in any Residential or Agricultural Zone. Inoperative vehicles shall be removed within 30 days of June 7, 1991, the effective date of this Subsection C.

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### T. reference: Civil Code section 52 provides:

"(a) Whoever denies, aids or incites a denial, or makes any discrimination or distinction contrary to Section 51, 51.5, or 51.6, is liable for each and every offense for the actual damages, and any amount that may be determined by a jury, or a court sitting without a jury, up to a maximum of three times the amount of actual damage but in no case less than four thousand dollars (\$4,000), and any attorney's fees that may be determined by the court in addition thereto, suffered by any person denied the rights provided in Section 51, 51.5, or 51.6."

**U. reference: jurisdiction of code violation inspectors from H & S code:** "including but not limited to...any building or portion thereof...general dilapidation or improper maintenance... the welfare of the public...inadequate sanitation". Code enforcement inspectors Marcel Nicolas and Luis Tolentino said they refuse to enforce the H & S code in this regard. I have talked with city fire department employees who told me the city inspectors do have authority to inspect multifamily dwelling intercom systems.

V. Disputing the HCIDLA position on the intercom, Walter Barratt said on May 14 2021 that he was planning to replace the intercom, thus disputing your claim that I am not entitled. In addition, the intercom box on the outside of the building lists my unit thus indicating my entitlement to one that is functioning.

W. Disputing the HCIDLA position on the parking, Walter Barratt on May 14, 2021 indicated he would assign me to an additional parking stall/tandem for \$50 per month, thus indicating the entitlement, and disputing your position.

X. I am only asking you to enforce what the previous owner has already agreed to.

Y. This document may be the subject of a city CPRA. This document may be posted to the worldwide web as a matter of Public Interest.

Z. I will continue to seek redress from the REAP department until services are restored or until hell freezes over, whichever occurs first.

All rights reserved.

G. Juan Johnson 1522 Hi Point St 9 Los Angeles CA 90035 Phone 323-807-3099

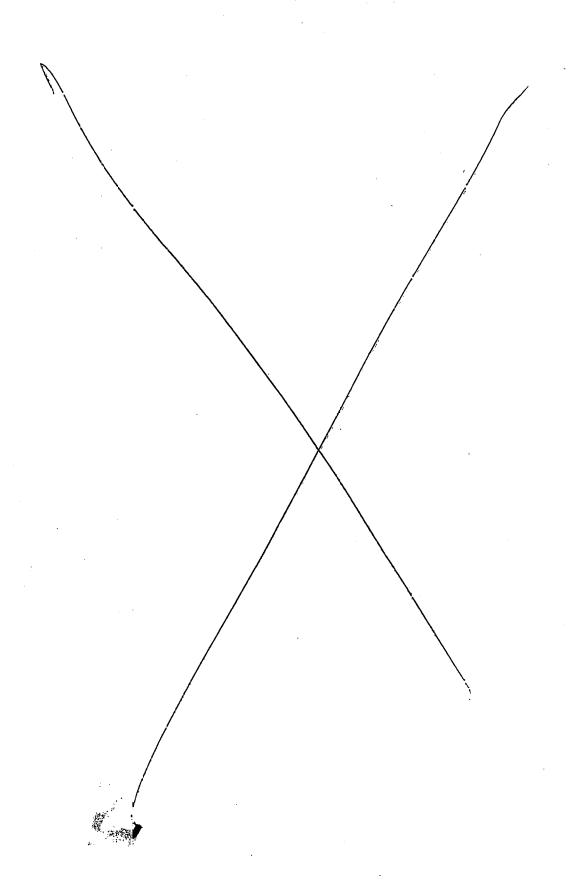
c: City contractor Housing Rights Center



2020-9-25 EMPLOYEE Roster List Housing HCID.pdf 174.6kB



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#### Complaint for Referral to REAP for inclusion of 1522 Hi Point St Apts 90035

From: G Johnson (tainmount@sbcglobal.net)

To: hcidla.reap@lacity.org; mayor.garcetti@lacity.org; info@da.lacounty.gov; info@smchamber.com

Cc: 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; brent@powerpropertygrp.com; hcidla.rso.central@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.rodriguez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.martinez@lacity.org; paul.koretz@lacity.org; councilmember.price@lacity.org; councilmember.buscaino@lacity.org; councilmember.lee@lacity.org; councilmember.cedillo@lacity.org; councilmember.bonin@lacity.org; councilmember.kevindeleon@lacity.org

Date: Monday, August 9, 2021, 12:41 PM PDT

Complaint for Referral to REAP for inclusion of 1522 Hi Point St Apts 90035

TO: hcidla.reap@lacity.org; mayor.garcetti@lacity.org; hcidla.rso.central@lacity.org; robert.galardi@lacity.org; info@smchamber.com; info@da.lacounty.gov;

# Complaint for Referral to REAP for inclusion of 1522 Hi Point St Apts 90035

Dear REAP department:

I am a tenant referring this building and residential unit(s) for inclusion in REAP.

"SEC. 162.03. REFERRAL TO REAP. (Added by Ord. No. 173,810, Eff. 4/16/01.)

Any City or County agency or **any tenant** may refer any building or residential unit within the scope of this article to the Department for inclusion in REAP if the following conditions are met:

- i. The building or unit is the subject of one or more Orders;
- ii. The period allowed by the Order for compliance, including any extensions, has expired without compliance; and iii. The violation affects the health or safety of the occupants, or, if the unit is subject to the RSO, the violation results in a deprivation of housing services, as defined in Section 151.02, or a habitability violation, as defined in Section 153.02.

In its referral, the City or County agency shall indicate if the violations are of a nature or extent that they are likely to exist in or affect units that have not been inspected. The RAC shall promulgate regulations setting forth criteria for determining when that condition exists.

As below as it relates to 1522 S Hi Point Street zip 90035:

- 1. RSO building built prior to 1978 presumed to have presence of lead based paint and asbestos
- 2. RSO unit
- 3. Owner notified

4₽HCIDLA notified

See work stop orders and notices to comply previously issued against the building

Deprivation of housing service: door entry intercom system for this apartment 9 and other apartments 8 and 5 since May 2015 and continuing

Deprivation of housing service tandem parking stall for this apartment 9 since May 2015 and continuing

Failure to provide tandem parking stall for this apartment 9 since May 2015 and continuing; health and safety violation

9. Health and safety violation: no asbestos hazard containment for units #1 and #13 affecting entire building

- 10. Health and safety: no lead hazard abatement program and no indication of safe work practices being utilized for all tenants in all units of the building affected by noise, dust, utility shutoff, etc. since April 2015 and continuing
- 11. Health and safety: the Health department has not performed lead and asbestos inspection before city government issued permits

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- 12. Tandem parking at 1522 Hi Point St is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.
- 13. Maintenance to the intercom system at this address is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.
- 14. The door entry intercom system at this address is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.
- 15. Fifteen units have undergone primary renovations in this building. All such units received a new intercom as part of the replacement of the previous intercom. Code enforcement inspectors issued finals for occupancy for all units that received new replacement intercoms.
- 16. The city government has assumed authority over the intercom system and the parking stalls as housing services.
- 17. The intercoms for units 9, 8, 5 remain un repaired and unusable.
- 18. These REAP violations are a violations of the tenants peaceful enjoyment of the premises.
- 19. The intercom door entry equipment on the outside front of the building replaced the previous door entry intercom system.
- 20. The building door entry intercom system is only partially functioning and thus is nuisance, maintenance, and electrical violations under the jurisdiction of REAP.

I hereby demand that 1522 S Hi Point St 90035 be placed into the REAP program on the following grounds, including but not limited to, and that all 18 tenants receive a rent reduction of 50%.

- 1. Peeling paint exterior timber clad letters and numbers
- 2. Rear inside hallway structural defect unsafe loose wobbly stair railing previously reported as structural defect 3. Intercom unit 9 not maintained;
- 3. intercom not fully functioning from front outside building;
- 4. abandoned vehicle in parking stall 4
- 5. Deprivation of maintenance to intercom
- 6. Deprivation of housing services: tandem parking stall
- 7. Floors, stairways, or railing not maintained in good repair (rear stairway wobbly and unsafe)

I refer to a 2015 order from the Los Angeles County Public Health department in which they ordered the door entry **intercom system repair** by 2015 (corrected 2016) but the repair or replacement never occurred. (Attached). The non-working intercom is still in units 9, 8, and 5. The non-working intercom box is on the outside of the building and for the use of all eighteen tenants and the Public. With the exception of the intercom in unit 9, all code violations herein are common to all tenants of the 18 units, i.e the Intercom is for the use of all 18 units and tenants as well as the Public.

Some of these violations were the subject of a city Capital Improvements rent increase and may also constitute failure of a capital improvement.

The above violations are under the authority of city Los Angeles REAP as they are nuisance conditions, structural hazards, failure to manage, maintenance, electrical and lack of uniform compliance.

I refer to city notices to comply and SCEP notice indicate the building is not in uniform compliance and has been declared to be substandard.

Fam told by code enforcement that these issues have been the subject of hundreds of city of Los Angeles code violation complaints. The period for compliance has expired; the building or unit is the subject of one or more Orders, the violations result in deprivation behaving services and/or habitability/health and safety violations.

The intercom system and parking stalls were available at the inception of the unit 9 tenancy. The intercom system was partially replaced in 2015 by the owner and subject to the city Capital Improvements program.

#### The owners of the property are:

Hi Point 1522 LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

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Hi Point 1522 Managers Holdco LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

Hi Point 1522 Managers LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

Hi Point 1522 TJ Entity LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

#### The property is managed by:

Power Property Management, Inc. a corporation dba Power Property Group Agent Brent Parsons 8885 Venice Blvd Ste 205 Los Angeles, CA 90034

Kassandra Harris AKA Kassy Harris 1522 Hi Point St No. 12 Los Angeles CA 90035

Phone numbers for the owner/manager are: 213-908-8008 or 310-593-3955.

This complaint is filed pursuant to a continuing Unruh complaint filed with the Department of Fair Employment and Housing against the city government of Los Angeles.

I understand a female tenant who was white asked for parking stall #13 to be extended which it was. I was denied a similar and equal privilege to the white tenant.

Since damages are continuing, the law allows me to pursue this complaint again.

All rights reserved.

## Geary Juan Johnson

(Tenant Hi Point Apts) 1522 Hi Point St Apt 9 Los Angeles CA 90035

323-807-3099

SEC. 151.02. DEFINITIONS.

(Amended by Ord. No. 184,822, Eff. 4/30/17.)

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section. Words and phrases and defined herein shall be construed as defined in Sections 12.03 and 152.02 of this Code, if defined therein. (Amended by Ord. 30. 176,544, Eff. 5/2/05.)

Capital Improvement. The addition or replacement of the following improvements to a rental unit or common areas of the housing properties of the rental unit, providing such new improvement has a useful life of five (5) years or more: roofing, carpeting, recaperies, stuccoing the outside of a building, air conditioning, security gates, swimming pool, sauna or hot tub, fencing, garbage disposal, washing machine or clothes dryer, dishwasher, children's play equipment permanently installed on the premises, the complete exterior painting of a building, and other similar improvements as determined by the Commission. Provided, however, that the complete exterior painting of a building shall only be considered as an eligible capital improvement once every ten (10) years. (Amended by Ord. No. 165,251, Eff. 11/20/89.)

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Housing Services. Services connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance, including painting. This term shall also include the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits privileges or facilities. (Amended by Ord. No. 154,808, Eff. 2/13/81.)

Landlord. An owner, lessor, or sublessor, (including any person, firm, corporation, partnership, or other entity) who receives or is entitled to receive rent for the use of any rental unit, or the agent, representative or successor of any of the foregoing.

Primary Renovation Work. (Added by Ord. No. 176,544, Eff. 5/2/05.) Work performed either on a rental unit or on the building containing the rental unit that improves the property by prolonging its useful life or adding value, and involves either or both of the following:

- 1. Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Los Angeles Municipal Code.
- 2. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state and local laws.

Rent. The consideration, including any bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a rental unit, including but not limited to monies demanded or paid for the following: meals where required by the landlord as a condition of the tenancy; parking; furnishings; other housing services of any kind; subletting; or security deposits. (Amended by Ord. No. 154,808, Eff. 2/13/81.)

#### REAP EXCERPT:

Habitability Violation. Any violation of Section 1941.1 of the California Civil Code, or a reduction or elimination of the following services if contracted for by the tenant, or if provided to the tenant at the time the tenant moves into his or her rental unit: elevators, security gates, and air conditioners.

Order. Any order or notice to comply, correct or abate a condition or violation issued by the Department, the Department of Building and Safety, the Health Department, the Fire Department, or their successors.

2. Upon acceptance of the complaint from a tenant or an enforcement agency, if the complaint is supported by an Order, then the complaint shall be treated as a referral to the REAP and rent reduction under Section 162.03, and shall be processed under that section.



2015-12-11 Email Order from County Health re Intercom.pdf.pdf

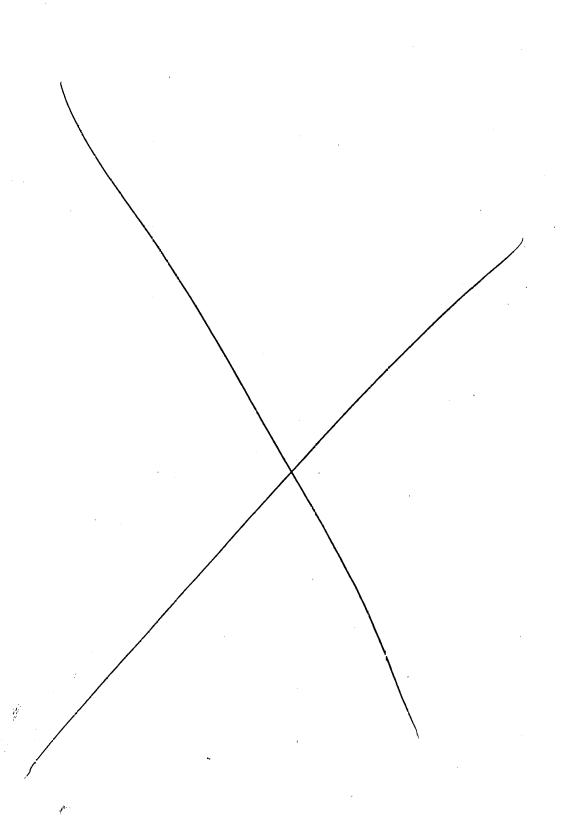


2021-6-9 Email to Walter and Kassandra- As published by City Clerk.pdf 176.6kB



2021 Tenant Chart 1522 Hi Point Google Docs.pdf 38.4kB





EZBZ:ZB:EB EZBZ:ZB:EB BJ:EB:EB

ORDINANCE NO.	187109
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An ordinance adding Article 5.3 to the Los Angeles Municipal Code to establish an Anti-Harassment of Tenants Ordinance, adding Section 151.33 to incorporate these protections in the Rent Stabilization Ordinance, and amending Section 151.10(B) relating to penalties.

# THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. A new Article 5.3 is added to Chapter IV of the Los Angeles Municipal Code to read as follows:

#### **ARTICLE 5.3**

#### **TENANT ANTI-HARASSMENT ORDINANCE**

SEC. 45.30. FINDINGS.

The City of Los Angeles has an extreme shortage of affordable rental housing.

Housing advocates report that some unscrupulous landlords have been constructively evicting long-term tenants by engaging in harassing conduct in order to coerce vacancies, and thereby charge higher market rate rents.

In 2018, the Housing and Community Investment Department investigated approximately 10,000 tenant complaints of harassment in rent stabilized units concerning illegal rent increases, illegal evictions, failure to post required notifications, non-registration of rental units, illegal tenant buy-out agreements, and denial of relocation assistance.

Other harassing conduct used by residential landlords to cause unlawful evictions include reducing housing services, issuing eviction notices based upon false grounds, and refusing to complete repairs required by law. Habitability and other tenant complaints are often not raised with landlords nor with City inspectors for fear of retaliation.

Tenants living in rental units are especially vulnerable to landlord harassment due to the shortage of other available affordable rental housing and lack of accessible remedies.

Harassment of tenants is severely impacting the City's most marginalized community members who deserve rental housing stability and security. Now more than ever, the City needs to adopt civil and criminal remedies to address these unlawful harassment practices to help tenants achieve meaningful remedies to deter this bad conduct and to make tenants harmed by such conduct whole.

EX4.26

#### SEC. 45.31. DECLARATION OF PURPOSE.

The Tenant Anti-Harassment Ordinance provided in this article augments existing protections provided to residential tenants under state, federal, and local laws to prohibit and deter tenant harassment by landlords in all rental units, including single-family residences and condominiums. This Ordinance provides an aggrieved tenant with a private right of action and affirmative defense in eviction, ejectment, and other actions. The Ordinance also makes violations a criminal offense.

#### SEC. 45.32. DEFINITIONS.

The following words and phrases, whenever used in this article, shall be construed as defined in this section. Words and phrases not defined herein shall be construed as defined in Sections 12.03 and 151.02 of this Code, if defined therein.

**Department.** "Department" refers to the Housing and Community Investment Department and any successor entity.

Landlord. "Landlord" refers to any owner, lessor, sublessor, manager, and/or person, including any firm, corporation, partnership, or other entity, having any legal or equitable right of ownership or possession or the right to lease or receive rent for the use and occupancy of a rental unit, and whether acting as principal or through an agent or representative or successor of any of the foregoing.

Rent Adjustment Commission. "Rent Adjustment Commission" refers to the Rent Adjustment Commission of the City of Los Angeles as defined in Chapter XV of this Code.

Rental Unit. "Rental Unit" refers to all dwelling units, efficiency dwelling units, guest rooms, and suites, as defined in Section 12.03 of this Code, all housing accommodations as defined in Government Code Section 12927, all duplexes, condominiums and single-family homes in the City of Los Angeles, rented or offered for rent for living, dwelling and/or human habitation purposes, the land and buildings appurtenant thereto, and all housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities. This term shall also include mobile homes, whether rent is paid for the mobile home and the land upon which the mobile home is located, or rent is paid for the land alone. Further, it shall include recreational vehicles, as defined in California Civil Code Section 799.29, if located in a mobile home park or recreational vehicle park, whether rent is paid for the recreational vehicle and the land upon which it is located, or rent is paid for the land alone.

**Tenant**. "Tenant" refers to any tenant, subtenant, lessee, sublessee, or any other person entitled to use or occupy a rental unit within the City of Los Angeles.

#### SEC. 45.33. TENANT HARASSMENT.

Tenant Harassment shall be defined as a landlord's knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose, including, but not limited to, the following actions:

- 1. Reducing or eliminating housing services required by a lease, contract or law, including the elimination of parking if provided in the tenant's lease or contract except when necessary to comply with a court order or local or state law, or to create an accessory dwelling unit or additional housing.
- 2. Failing to perform and timely complete necessary repairs and maintenance required by Federal, State, County, or local housing, health, or safety laws; or failure to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts.
- 3. Abuse of the right of access into a rental unit as established and limited by California Civil Code Section 1954, including entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection.
  - 4. Threatening a tenant, by word or gesture, with physical harm.
  - 5. Attempting to coerce the tenant to vacate with offer(s) of payments.
- 6. Misrepresenting to a tenant that the tenant is required to vacate a rental unit or enticing a tenant to vacate a rental unit through an intentional misrepresentation or the concealment or omission of a material fact.
- 7. Threatening or taking action to terminate any tenancy including service of any notice to quit or other eviction notice or bringing action to recover possession of a rental unit based on facts which the landlord has no reasonable cause to believe to be true. No landlord shall be liable under this subsection for bringing an action to recover possession of a rental unit unless and until the tenant has obtained a favorable termination of that action.
- 8. Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy.
- 9. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties or applicable law.
- 10. Inquiring as to the immigration or citizenship status of a tenant, prospective additional tenant, occupant, or prospective additional occupant of a

rental unit, or requiring any of these people to make any statement, representation, or certification concerning their immigration or citizenship status.

- 11. Disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of a tenant, whether in retaliation for engaging in legally protected activities or to influence them to vacate or for any other reason.
- 12. Disclosing or threatening to disclose information about a tenant to any government entity for engaging in legally protected activities or to influence them to vacate.
- 13. Engaging in an activity prohibited by federal, state, or local housing anti-discrimination laws.
- 14. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations and unions.
- 15. Interfering with a tenant's right to privacy or requesting information that violates a tenant's right to privacy, including, but not limited to, residency or citizenship status or social security number, except as authorized by law.
- 16. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.

#### SEC. 45.34. AFFIRMATIVE DEFENSE.

A tenant may use the protections afforded in this article as an affirmative defense in unlawful detainer, ejectment, and other actions when their landlord engages in actions constituting tenant harassment as defined in this article and other applicable laws.

#### SEC. 45.35. PRIVATE RIGHT OF ACTION; CIVIL PENALITIES.

- A. An aggrieved tenant under this article, or any person, organization, or entity who will fairly and adequately represent the interests of an aggrieved tenant(s) under this article, may institute civil proceedings as provided by law, against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment.
- B. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, reasonable attorney's fees and costs, imposition of civil penalties up to \$10,000 per violation

depending upon the severity of the violation, tenant relocation, and other appropriate relief, as adjudged by the court.

- C. If a tenant prevailing under this article is older than 65 years or disabled when any of the harassing conduct occurred, the court may impose additional civil penalties up to \$5,000 per violation depending upon the severity of the violation.
- D. Any landlord violating any of the provisions of this article, and any person who aids, facilitates, and/or incites another to violate the provisions of this article may be enjoined therefrom by a court of competent jurisdiction.
- E. The remedies in this paragraph are not exclusive nor do they preclude any tenant from seeking any other remedies, penalties and punitive damages, as provided by law.
- F. Landlord Notice. A civil proceeding or small claims case initiated under this article alleging any violation of Section 45.33 (2) may be commenced only after the tenant provides written notice to the landlord of the alleged violation, and the landlord fails to remedy the repair or maintenance issue within a reasonable period of time.

#### SEC. 45.36. CRIMINAL PROSECUTION.

- A. A violation of any provision of this article is punishable as an infraction or misdemeanor.
- B. A misdemeanor conviction under this article shall be punished by a fine of not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.
- C. It shall be a misdemeanor to attempt to interfere with the peaceful enjoyment, use, possession or occupancy of any premises by the lawful lessee or tenant of such premises either by threat, fraud, intimidation, coercion, duress, or by the maintenance or toleration of a public nuisance, or by cutting off heat, light, water, fuel or free communication by anyone by mail, telephone or otherwise, or by restricting trade or tradesmen from or to any such tenant. This subsection shall not apply to a duly authorized officer pursuant to the authority of legal process.

#### SEC. 45.37. RENT ADJUSTMENT PENALTY.

A. Any rental unit subject to the Rent Stabilization Ordinance of the City of Los Angeles which becomes vacant as a result of a violation of any provision of this article shall only be permitted to be rented at the lawful rent in effect at the time of the most recent termination of tenancy.

#### SEC. 45.38. RENT ADJUSTMENT COMMISSION AUTHORITY.

- A. The Rent Adjustment Commission shall have the authority to interpret, implement, and apply all provisions of this article and issue orders and promulgate policies, rules, and regulations to effectuate the purposes of this article. All such rules and regulations shall be published once in a daily newspaper of general circulation in the City of Los Angeles, and shall take effect upon such publication.
- B. The Rent Adjustment Commission may make studies and investigations, conduct hearings, and obtain information as it deems necessary to promulgate, administer and enforce any regulation, rule, or order adopted pursuant to this article.

#### SEC. 45.39. LAWFUL EVICTIONS.

Nothing in this article shall be construed as preventing lawful evictions of a tenant by appropriate legal means.

#### SEC. 45.40. SEVERABILITY.

If any provision of this article is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this article which can be implemented without the invalid provisions, and to this end, the provisions of this article are declared to be severable. The City Council hereby declares that it would have adopted this article and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

- Sec. 2. The first paragraph of Subsection B of Section 151.10 of Article 1, Chapter XV of the Los Angeles Municipal Code is amended to read as follows:
- B. Any person violating any of the provisions, or failing to comply with any of the requirements, of this chapter shall be guilty of a misdemeanor.
- Sec. 3. Section 151.33 is added to Article 1, Chapter XV of the Los Angeles Municipal Code to read as follows:

#### SEC. 151.33. TENANT ANTI-HARASSMENT.

Tenants in all RSO rental units are protected from harassment as provided in Article 5.3 of Chapter IV of the Los Angeles Municipal Code. In addition to the prohibited conduct listed in Section 45.33 of this Code, tenant harassment includes offering payments to a tenant to vacate their unit without providing written notice to the tenant of their rights under Section 151.31 of this Code (Tenant Buyout Notification Program), using the form prescribed by the Department. However, this shall not prohibit offers made in pending unlawful detainer actions.

5797/79/5 5797/79/6 747/78/50 Sec. 4. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality
MICHAEL N. FEUER, City Attorney
By Sallin for
DÉBORAH BREITHAUPT Deputy City Attorney
Date
File No14-0268-S13
M:\Muni Counse\ORDINANCES\Revised Anti-Harassment Ordinance (6.10.21).docx

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

**MAYOR** 

Holy Jam Wolan

\_\_\_\_\_\_

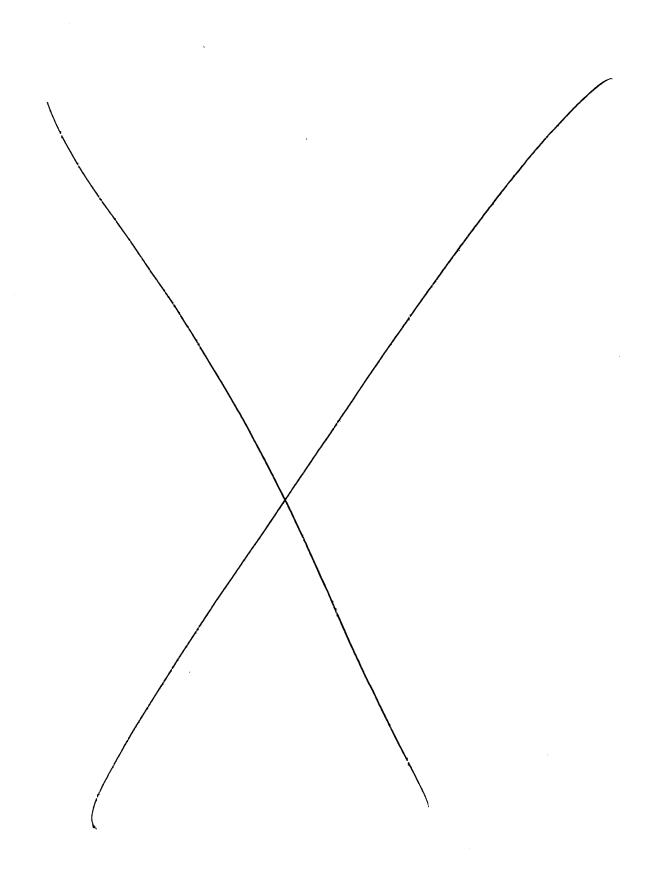
Ordinance Passed June 23, 2021

Approved \_\_06/28/2021 \_\_\_\_

Publish Date: 07-06-21

Ordinance Effective Date: 08-06-21

124



REDD glast 0

H738-L374-4754

ACTION REQUIRED FOR MR GEARY JOHNSON'S ACTIVATION CODE: FC198

RE: \$7,000.00 A Week For Life August 31st Authorized Prize

Dear Mr Geary Johnson,

The entry period for claiming eligibility to win \$7,000.00 A Week For Life has reached a critical deadline for your activation code FC198, which expires in days. Since Winner Selection is imminent and the prize is authorized to be awarded, we feel it is important you are aware of what will happen if you do not act on this in time.

This special opportunity expires at midnight on August 26th and this is your final notice by mail. So to claim your chance to win, go to:

www.pch.com/FINAL and enter your activation code noted above.

Failure to respond by the deadline will result in automatic forfeiture of any money that could be won on August 31st from this notice.

What we need from you:

All you have to do to claim your entry for this \$7,000.00 A Week For Life prize is to go to www.pch.com/FINAL and enter your activation code FC198 by the deadline. Time is running out and just hours after the deadline you could be declared the winner of our August 31st prize event!

Schorah Halla
EXECUTIVE VICE PRESIDENT

63/62/2623 63/62/2623

> EXH. 27 125

03/02/2023 03/02/2023 03/02/2023

To:

Subject: RE: 1522 S Hi Point Ave #9

From: Alan Chen (AlChen@ph.lacounty.gov)

cliffrenfrew@gmail.com; tainmount@sbcglobal.net; WALTER.BARRATT@GMAIL.COM;

Date: Friday, December 11, 2015 9:00 AM

To clarify, the compliance deadline is January 13, 2016. Not 2015. I apologize for any possible confusion.

Sincerely,

## Alan Chen, MPH, REHS

Los Angeles County Department of Public Health Environmental Health / Brentwood District

3530 Wilshire Boulevard, 9th Floor

Los Angeles, CA 90010

Office: 213-351-7896

Desk: 213-351-7993

Fax: 213-351-2736

Email: alchen@ph.lacounty.gov

www.ph.lacounty.gov/eh

From: Alan Chen

Sente Friday, December 11, 2015 8:55 AM

To: Cliff Renfrew' <cliffrenfrew@gmail.com>; 'G Johnson' <tainmount@sbcglobal.net>;

'WALTER.BARRATT@GMAIL.COM' <WALTER.BARRATT@GMAIL.COM>

Subject: 1522 S Hi Point Ave #9

EXH.28 126 Mr. Renfrew and Mr. Johnson,

After further review with my supervisor, I have reopened the case. My concern is only with the non-working intercom in unit 9.

The compliance deadline was 3 weeks. However, after speaking with the management, I have granted a time extension. The new compliance deadline is January 13, 2015.

As a reminder, the management has 3 options to remedy the problem: **repair**, **replace**, **remove**. Provide a minimum 24 hour notice to the tenant before performing the work.

Sincerely,

# Alan Chen, MPH, REHS

Los Angeles County Department of Public Health Environmental Health / Brentwood District

3530 Wilshire Boulevard, 9th Floor

Los Angeles, CA 90010

Office: 213-351-7896

Desk: 213-351-7993

Fax: 213-351-2736

Email: alchen@ph.lacounty.gov

ph.lacounty.gov/eh

cf87737868 T**tb7**178/18

# Crystal Property Management, Inc. "The Difference is Clear"

# STANDARD MONTH TO MONTH RENTAL AGREEMENT

(Co	nsult with your	attomey about local tech	nicalities or changes in the law s	ubsequent to the revision date.)
OWNER:H	li Point Apartr	nents/ Crystal	Property Management, inc.	
RENTER (S): Full Name:	:		Birth Date:	Social Security Number:
1GEARY	/JUAN JOHN	!SON	w	
2BY	ON LEE WII	.son		
PREMISES: 15	22 Hi Point S	t. Unit #_09		
	Angeles, Ca.			
Pool Rules (if any	) which are inco ice or performs	someone and proportion and analysis and	ence, constitute a continuor or r y Owner to forfeit Renter's right t	ms hereof, and with Owner's House or enter's right to occupy the Premises. Any o possession. All persons designated as
A. Rent Start Da	te	02 /16/2010 MM / DD / YR	I. Storage Space	<u>n/a</u>
B. Rent per Mon	th	<u>3 1025.00</u> Rent	J. Maximum Occupancy per Agreement	2
*Should the te commence of than the 1 <sup>st</sup> , if pay a prorate the second m	d amount for	The Special 2 wes By to April 1 2016 Promoted Amount Sup	125 tree to Manch 2 200 882 ON April 12 200 M 2010 most Whe Am	av March 3 Hopero tenant will or before tenant will pay ra out of 1025 GEARY JUAN JOHNSON BYRON LEE WILSON
D. Late Rent Ch (Check box the	arge at applies)	[ x] \$50.00 [ X] 6% (Rents above \$1241.00)	L. Rent Added per Occupant	<u>\$190.00</u>
E. Returned Che	eck Charge	\$ 50.00	M. Owner's Personal Property	[x] Stove [x] Blinds [x] Refridgerator
F. Security Depo	sii	\$ 1025.00	N. Pets	no
G. Owner Paid t	Jtilities	[x] Tresh [x] Water [x] Bedrical and	O. Inspection Consent See Paragraph 9	Circle One: Yes No .
H. Parking Spa	ce #1		License / Space # 1	NOTICE CONTROL THE
Parking Spac	xo#2	8	License / Space # 2	***************************************
Rent payments s Person/Address/	lelephone No.	where and to who felt is PTS	. (O De baio:	der / Certified funds and tundered to:
Resident Manag	er(s) Name / A	partment No:Fre	derick Pippen	
****			oca 1 <i>1</i> %	EX4.29

#### LEAD:

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Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead-based paint hazards in the housing premises. Also Renters must receive a federally approved pamphlet on lead poisoning prevention.

FP OV

Owner's initials mean the Premises were built before 1978.

Owner's initials mean Owner has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and Owner has no reports or records pertaining to lead based paint in or on the Premises.

Renter's initials indicate that Renter has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and Renter shall notify Owner promptly in writing of any deteriorating and/or peeling paint.

CHEMICALS:

Renter's Initials indicate that Renter has received a copy of a "chemicals used notice" from Owner's pest control company (Civil Code 1940.8), which must be provided to tenant if, and only if, there is a written past control contract in effect.

WEST HOLLYWOOD ONLY:

Owner's initials mean the unit is exempt from the City's Rent Stabilization Law, except for Section 6407G (exemption disclosure) and 6413 (limiting termination or re-rental-refusal to specified reasons) and there is no limit on the rent that may be

Owner's initials mean the unit is subject to the City Rent Stabilization Law and a copy of the Law and information about the maximum rent for each unit in the building may be obtained from the Commission, 8200 Santa Monica Blvd., 1st Floor, W. Hollywood, CA 90069.

Apartment No:

- 1. Rent/Late Rent Charge: Should the Rent Start Date (Section A) be other than the first day of the month, Owner may prorate the rent to the first day of the succeeding month. Renter shall pay owner the rent due for each rental month in advance, on the date and in the amount set out in Sections B and C plus, after required notice, any additional fees, taxes or essessments authorized for pass-through to Renter. If Renter fails to pay any rent in full by the Third (3<sup>rd</sup>) day of each month, Renter shall pay a (one-time per such unpaid amount) Late Charge as set out in Section D. It is understood and agreed that said late charge is in no way to be an assessment of a penalty, but is attributable to expenses resulting from additional record-keeping, billing, accounting and other expenses required to record, collect and follow-up said delinquent payment. Renter further agrees that said late charges will be deducted from any payments and the balance of the payment, after the late charge is deducted, will be credited to the rent payment. If Renter's check is returned "NSF," Renter shall pay a Returned Check Charge set out in Section E and Owner may demand that future rent payments be by cashier's check or money order. Such Late Charge and/or Returned Check Charge may be deemed additional rent by inclusion in an eviction notice or may be deducted from Renter's Security Deposit. Any Security Deposit refund claim shall be deemed compensated to the extent of any such deduction. All of Renter's monetary obligations here under are deemed rent.
- 2. Security Deposit: Renter shall pay to Owner the total Security Deposit set out in Section F to secure Renter's compliance with all terms of this Agreement and Owner's Rules and Regulations. (In addition to the first month's rent, Owner may demand only a security deposit equal to two times the monthly rent for unfurnished apartments and three times the monthly rent for furnished apartments.) No portion of the Security deposit shall be deemed rent for any rental month unless Owner so elects in writing, nor shall it constitute a measure of Owner's damages. No interest is payable on the Security Deposit unless required by law. Within 21 days after Renter totally vacates the Premises, the Security Deposit shall be returned (mailed by first class mail, postage pre-paid, to Renter's last known address) by check made payable to all those designated as "Renter jointly, whether or not one or more have vacated previously, less the amount(s) used for the purpose(s) specified in Civil Code Section 1950.5, plus an itemized statement (on the refund check or otherwise) showing the total amount of the Security Deposit and the amount of any deduction therefrom. If the Security Deposit is insufficient for any such authorized purpose, Owner may collect the deficiency from Renter. With Owner's consent, Renter may make the Security Deposit by installment payments. Failure to pay any Deposit Installment when due shall constitute a default. Renter agrees that Owner may deduct from the Security Deposit the amount necessary to compensate Owner for: (a) Any Renter default under the Rental Agreement, (b) Cleaning of the Premises, (c) Repair of any damage thereto, or (d) Restoration, replacement or return of any personal property or appurtenances, exclusive or ordinary wear and tear, all pursuant to Civil Code Section 1950.5, as may be set out in a Security Deposit Agreement.
- Littlities: Renter shall pay for all utilities supplied to the Premises except those set out in Section G. If Renter defaults in the payment of rent, Owner may instruct any utility company to charge any utilities so designated, henceforth, to Renter and place fige same in Renter's name, and Renter is obligated to pay for the same thereafter. Owner is authorized to get notice from any utility company of any default in payment by Renter. If Owner is charged with any such amount. Owner may recover it from Benter or deduct the same from the Security Deposit as unpaid rent or damages. Renter shall not use any common area utilities. To the extent allowed by law, the pro-rated amount of any penalty for utility overuse allowable to the Premises shall be payable by Renter as additional rent.

- 4. Parking/Storage Rules: If Renter is assigned a parking space on Owner's property, set out in Section H, Renter shall use such space only for the parking of operable, licensed and currently registered passenger automobiles and not for the washing, painting or repair of such vehicles. Renter shall not park, or allow anyone else to park, in any other space on Owner's property. Renter shall not assign or sublet any such parking space and Owner may have unauthorized vehicles towed away. Upon seven (7) days written notice to Renter, Owner may terminate Renter's parking privilege or change the size and/or location of Renter's parking space or storage space described in Section I.
- 5. Named Renter/Assignment/Subtetting: The Premises shall not be occupied by more than the maximum number of "Agreement" occupants set out in Section J, unless required by law, nor by any person other than the NamediRenter set out in Section K without the advance written consent of the Owner and at the additional rent set out in Section L or prescribed by law. Renter's right to possession shall not be assigned nor sublet.
- 6. Good Condition Receipt: Renter has examined the Premises including, but not limited to, the furniture, furnishings, fixtures, appliances and equipment provided by Owner and set out in Section M, windows, doors, plumbing and electrical facilities, hot and cold water supply, building grounds and appurtenances, accepts the same "AS IS" and acknowledges that the same are in good, clean and sanitary order, condition and repair unless noted to the contrary on Owner's copy of this Agreement, if an inventory is attached hereto it shall be deemed incorporated herein by reference. Except as provided by law, Owner shall not be required to make any improvements, replacements or repairs to the Premises and, if allowed by law, any such work shall be at Renter's expense. Upon termination of the tenancy, Renter shall return the Premises to Owner in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of Renter's personal property. Trash and debris, burns, stains, holes or lears, of any size or kind, in the carpeting, draperies, walls, windows or doors, among other conditions, shall not be deemed ordinary wear and tear. Renter acknowledges that no representation as to the condition or repair of the Premises, or as to Owner's intention with respect to any improvement, alteration, decoration or repair thereof, has been made to Renter unless noted on Owners copy of this Agreement. Renter's "GOOD FAITH" in the assertion of any habitability defense to eviction for nonpayment of rent shall be established. Evidence of Renter's "good faith" shall include, but not be limited to, written proof of Owner's knowledge and opportunity to repair any claimed housing deficiency prior to service of an eviction notice, whether by a copy of a request-for-maintenance-demand delivered to Owner or otherwise, and lack of Renter-causation of the claimed housing deficiency.
- 7. Maintenance and Repair/Alterations: Renter shall: (a) keep the Premises in a clean and sanitary condition; (b) dispose of all garbage and waste in a clean and sanitary manner; (c) properly use and operate all electrical, gas and plumbing fixtures; (d) not permit any person in or about the Premises with Renter's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the appurtenances thereto or thereon, nor him/herself do any such thing; (e) not tamper with nor remove any smoke detector nor fire alarm equipment, and advise Owner immediately of any equipment malfunction. Renter shall be liable for any damages caused by Renter's failure to comply with these conditions. Renter shall not alter the Premises, nor wallpaper any portion thereof, nor repair any damage thereto, except through licensed, insured professionals approved in advence by Owner in writing before or after an initial inspection on termination per Civil Code Section 1950.5. Renter shall not install or use any dishwasher, clothes washer, clothes dryer or air conditioner in or about the Premises except those which may be supplied by Owner.
- 8. Damage/Destruction: If the Premises, or structure in which they are located, are totally or partially destroyed and become unavailable for occupancy due to fire, earthquake, accident or other casualty beyond the control of Owner and Renter, for a period of twenty (20) days or more, then, and only then, any party hereto may terminate this Agreement with written notice to all other parties. If this tenancy is not so terminated, or if the period the Premises are unavailable for occupancy is less than twenty (20) days for any of the above reasons or for reasons of Owner's maintenance, repair, modification, alteration, remodeling, reconstruction, extermination, or the like, the sole remedy of Renter shall be an abatement of the rent, proportionate to the interference with full use and enjoyment, until the Premises are again available for occupancy.
- 9. Inspection/Entry: Owner may enter and inspect the Premises, during business hours and upon reasonable notice to Renter, without Renter's presence, for any lawful purpose. Owner may enter the Premises without advance notice to Renter in case of an emergency. Renter shall not add nor change any lock or locking device, bolt or latch on the Premises and shall provide Owner with a key to any such device, forthwith, on demand. Renter acknowledges that Owner is entitled to a key to the Premises and may use the same for entry as provided herein or by law. If you circle "Yes" in Section O, you consent to unannounced entry of your apartment by government inspectors, without your presence.
- © O. Rules and Regulations: Renter, and all persons in or about the Premises with Renter's consent, shall comply with all Rules and Regulations made by Owner, from time to time, and delivered to Renter, including House and Pool Rules. Owner shall not be obligated to enforce any such Rules and Regulations, or the terms of any other Agreement, and Owner shall not be liable to Renter for any violation of such Rules and Regulations or other Agreements by any other Renter or person. All reliables to the Premises, forthwith on Owner's demand, shall produce picture-identification and sign a visitor log book or be prohibited from entry.

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- 11. Insurance: In consideration of this rental, Renter shall obtain and pay for any insurance coverage necessary to protect Renter from any loss or expense due to personal injury or property damage, including but not limited to that caused by any act or omission of any party, including Owner or co-tenants, criminal act, war, riot, insurrection, fire or act of God. The amount of monetary damage caused to Owner by renter's breach of this agreement shall be deemed to be an amount equal to the amount of any loss sustained by renter by any such act or event and shall offset any claim by Renter against Owner.
- 12. Compliance With Laws: Renter shall not violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other renter, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Owner's insurance premiums.
- 13. Notice Of Termination/Death: Renter shall give Owner 30-days notice in writing of intent to vacate the Premises and shall be liable for payment of rent through the date of expiration of the notice or if later, until the Premises are vacated. Renter's death shall be deemed notice of termination.
- 14. Walver Of Default: Owner's failure to require strict compliance with the terms of this Agreement, or to exercise any right provided for herein, shall not be deemed a waiver of such compliance or right, or waive such compliance or right in the future, and Owner's acceptance of rent with knowledge of any default by Renter shall not be deemed a waiver of such default, nor limit Owner's rights with respect to that or any subsequent default.
- 15. Non-Curable Breach of Agreement: The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: (a) Police raid upon the Premises resulting in the arrest and conviction of Renter for possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (b) Misrepresentation or material omission on Renter's Rental Application vitiating the tenancy.
- 16. Pest Control/Fumigation/Extermination: Upon demand by Owner, Renter shall temporarily vacate the Premises, for a reasonable period required, to allow cited or needed repairs, pest or vermin control work to be done. Rent shall be abated during Renter's absence. Renter shall comply forthwith, with all instructions from the pest controller, fumigator and/or exterminator regarding the preparation of the Premises for the work, including the proper bagging and storage of food, perishables and medicine.
- 17. Pets/Water Beds/Musical Instruments: Renter shall not bring or keep any pet (dog, cat, bird, reptile, etc.), liquid-filled furniture or musical instrument on the Premises, unless noted in Section N of Owner's copy of this Agreement. Liquid-filled furniture shall be accepted only with proof of \$100,000 insurance.
- 18. Designation Of Parties: The term "Owner" includes a "manager," "agent of the owner," "management company,"
  "Trustee" of a Trust, or any other person or entity acting on behalf of the owner as the Lessor of the premises entitled to rent
  the premises, collect the rent for the premises, and prosecute eviction actions.
- 19. Partial Invalidity: If any portion of this Agreement is held invalid, it shall not affect the validity of any other portion of this Agreement.
- 20. Attorneys Fees: If any legal action or proceeding is brought by Owner or Renter related to this Agreement, the prevailing party shall be entitled to recover attorneys fees not to exceed \$500.00.
- 21. Guarantor(s): On demand by Owner, Renter shall obtain the execution of a Continuing Guarantee Agreement provided by owner, by an agreed upon Guarantor. Said agreement shall be deemed incorporated herein and subject hereto.
- 22. Rent Acceptance: Rent tendered by a third person for Renter's benefit may be accepted without creating any new tenancy.
- 23. Credit Report: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency and/or your credit may be checked periodically.
- 24. Entire Agreement: The foregoing constitutes the entire agreement between the parties and supersedes any oral or written representation or agreement contrary hereto. Renter has relied on his own judgment in erstering into this Agreement. Any modification of this agreement, to have any legal effect, must be in writing and signed by owner.
- Estoppel Certificate: Within 10 days after written notice, Renter agrees to execute and deliver an estoppel certificate as probabilities by Owner acknowledging that this Agreement is unmodified and in full force and effect or in full force and effect as modified and stating the modifications. Failure to comply shall be deemed Renter's acknowledgment that the certificate as submitted by Owner is true and correct and may be relied upon by a lender or purchaser.

26. Additional Required Notices:

**Toxic Substance Warning Notice** 

The Owner is required to give you notice that areas on this property contain one or more of some 700 + toxic substances and chemical substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, bar-b-que or second-hand clgaratte smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cencer, reproductive toxicity, birth defects and reproductive harm. Please contact the owner for further information.

27. ASSESTOS:

Renter's initials and complete only if premises built before 1979 and Landlord has 10 or more employees. ASBESTOS DISCLOSURE - The California Ashestos Notification Act requires Landfords with more than 10 employees of structures built before 1979 to notify Renters and their employees and contractors of any knowledge they may have regarding any asbestoscontaining construction materials ("ACM"). In that regard, note that while Landlord is not specifically aware of any ACM in the premises, it is possible that given the age of the building, ACM may be present. Accordingly, as a precaution, Renter hereby agrees to not, under any circumstances to disturb or remove acoustic ceilings or flooring material, not to sand, cut or otherwise abrade dry wall material, and not to drill into fire doors or remove door knobs. California Health & Safety Code section 25249.6 requires that notice be provided to persons warning that they may be exposed to chemicals known in the state to cause cancer. Asbestos is one of those chemicals. Assuming Renter's compliance with the precautionary measures described above, however, Landlord has no reason to believe that any person on the premises is exposed to significant risk levels. The notice provided in the paragraph is accordingly provided to Renter merely to comply with the technical notifications requirements.

Satellite Dish Addendum

By initialing as provided, Resident acknowledges receipt of only those indicated attachments, copy (s) of which is/are attached hereto, and are incorporated herein as though fully set forth at length.

RENTER (S) MUST INITIAL TO THE RIGHT OF EACH ATTACHMENT RECEIVED / REVIEWED

MOTO BLW

[ ] House Ru	les & Regs	MAN BLW	[ ]	Satellite Dish Addendum		<i>ن</i> ع
[ ] Inventory	List	1992 1518) BU	,, [ ]	Parking Rules	D' BU	J
[ ] Pool/Sp	a Rules & Regs		1 1	Other:		
Mold and mildew Premises, and ev therein; (c) Rente of mold or mildew Owner of any mai	ery part thereof, all r shall: (I) keep the r on any surface ar function of ventilal	the outset of the tenant Premises well-ventilate d/or damoness (from le	ay; (b) Re d, clean a aks, over eating sy	acknowledges that: (a) Ren nter has found no signs of n and dry; (II) Renter will prom flows, water intrusion, etc.); stems. Renter shall be liable ss.	noisture, mold or milde aptly notify Owner of ar and (III) promptly notif	iy signs /
many other local in register pursuant quarterly basis an Justice maintains telephone service	law enforcement a to paragraph (1) o id is a source of int a Sex Offender Id . Callers must hav	uthorities maintain for pu f subdivision (a) of Secti formation about the presentification Line through	ablic acce on 290.4 ence of the which indivi	parbnents serving jurisdictions a data base of the location of the Penal Code. The data hase individuals in any neighburies about individuals majuries they are checking. Inf	ons of persons required abase is updated on a hborhood. The Departr y be made. This is a "9	i to nent of
	s mean Owner has t			e Premises disclosed on the attr derstood the foregoing, ar		
		iomisodes usanid rasc	5 (383 <b>) CA KAK</b>		jer: Frederick Pipper	
Renter: Geary Ju BGFARY Jug Print & Sign Nam BUWY LE	a:			And Fin	2771	
Print & Sign Warn	<b>9</b> :	,	949	Point Apartments / //		
· -			C	rystal Property Manageme	ent, inc.	
Dated:F	EBURARY 16, 20°	0	Da	ated:FEBURARY 16,	2010	
***************************************		Page	5/5		132	

# HOUSE RULES AND REGULATIONS

#### GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landiord and Resident.

2. New rules and regulations or amendments to these rules may be adopted by Landlord upon giving 30 days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of resident rights. They will not be unequally enforced. Resident is responsible for the conduct of guests and the adherence to these rules and regulations at all times.

## B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons which will interfere with the rights, comforts or conveniences of

2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at

a volume which will not disturb other persons or tenants.

3. Resident is responsible for the activities and conduct of Resident and their guests, outside of the unit on the common grounds, parking areas, or any recreation facilities must be reasonable at all times and not annoy or disturb other persons.

4. No lounging, visiting or loud talking, that may be disturbing to other residents will be allowed in the

common areas between the hours of 10:00 p.m. and 7:00 a.m.

# C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.

2. Residents shall assist management in keeping the outside and common areas clean.

3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.

4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or

be in violation of any health, fire or safety ordinance or regulation.

5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the tenant in accordance with State and local laws.

6. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.

7. Resident may not leave items in the hallways or other common areas.

8. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.

9. No car washing or car repairs are allowed at the property.

#### SAFETY was D.

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1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety; or injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.

Resident shall ensure that all doors are locked during Resident's absence.

Resident shall ensure that all appliances be turned off before leaving the unit.

When leaving for an extended period, Resident shall notify Landlord how long Resident will be away.

Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.

6. Smoking in bed is prohibited.

7. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.

8. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.

9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items. are left in the halls, stairways or about the building unattended.

MAINTENANCE, REPAIRS AND ALTERATIONS

1. If the unit is supplied with smoke detection device(s) upon occupancy it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is (are) in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.

2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or for normal problems within

business hours. Repair requests should be made as soon as the defect is noted.

3. Service requests should not be made to maintenance personnel rather than Landlord.

4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by resident on demand.

5. No alterations or improvements shall be made by Resident without the consent of Landlord. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

PARKING AND VEHICLES

1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times and will not park in another resident's designated parking space. Vehicles parking in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.

2. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to tow pursuant

to California Vehicle Code section 22658. 3. All vehicles on the premises must be operational, registered, insured and free from leaking fluids.

There shall be no vehicle repairs or maintenance performed on or about the premises.

4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code, section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.

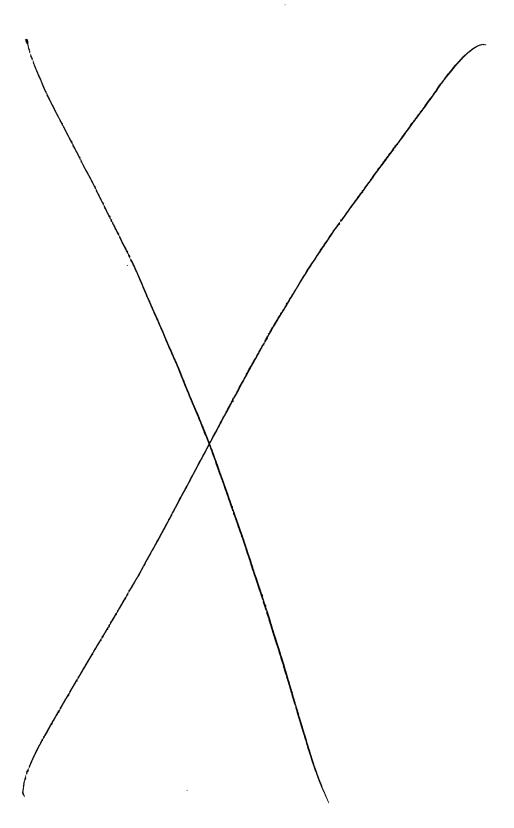
The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate original.

duplicate origina	al.		
	Habolo.	Resident	Date
	2216-2010	7	
Competition to the second	Date	Resident	Date
99			

UNAUTHORIZED USE PROHIBITED For Members Only Apartment Association, California Southern Cities Approved Form #F20 - 1/02







## HOUSING + COMMUNITY INVESTMENT DEF ARTMENT

1200 West 7th Street, Los Angeles, CA 90017 Internet: http://hcidla.lacity.org/ Customer Service Hotline: (866) 557-RENT TDD: (213) 473-3231

### Mail Stop

958	EXECUTIVE MANAGEMENT	
	General Manager, Ann Sewill9th Floor	213 808-8808
	Executive Administrative Assistant, Catherine Taylor-Gomez	213 808-8637
	FAX	213 808-8616
	<ul> <li>Policy &amp; Research Analysis, Claudia Monterrosa9th Floor</li> </ul>	213 808-8650
	Executive Officer, Tricia Keane 9th Floor	213 808-8405
	Executive Administrative Assistant, Bessy Corrales	213 928-9071
	Performance Management & Resiliency Planning:	
	Sally Richman	213 808-8653
	<ul> <li>Personnel Dept. &amp; Admin. Support: Director, Alfonso Perez</li> </ul>	213 808-8804
	Accessibility Compliance: Director, Sharon Lowe	213 928-9046
	PUBLIC HOTLINES	
	Billing & Collections Assistance	213 275-3292
	toll-free	877 614-6873
	Code Enforcement Public Linetoll-free	866 557-7368
	Rent Stabilization Customer Service Hotline & Public Information	866 557-RENT
	local & from outside California	213 275-3493
	<ul> <li>Code Enforcement</li> </ul>	
	<ul><li>Complaints</li></ul>	
	<ul> <li>Rent Stabilization Ordinance/Landlord/Tenant Rights</li> </ul>	
	· ·	
958	ADMINISTRATION BUREAU	
	Assistant General Manager, Luz Santiago	213 808-8899
	Executive Administrative Assistant, Bessy Corrales 9th Floor	213 928-9071
	FAX	213 808-8999
		2.10 000-0999
958	Accounting Division	
	Director, Lyndon Salvador	213 744-9044
	Administrative Support4th Floor	213 744-7126
958	Administrative Services Division	
	Director, Rosa Benavides4th Floor	213 744-7195
	Administrative Support: Griselda Villalpando4th Floor	213 744-7278
	Budget: Harmony Jones4th Floor	213 808-8498
	CityFone Administrator: Joann Chen4th Floor	213 808-8464
	Contracts: Angel Loudd4th Floor	213 808-8647
	Procurement: Elizabeth Diaz4th Floor	213 808-8629
	Custodian of Records	213 922-9612
	Facilities & Management Services: Zachary Millett 4th Floor	213 808-8482



958	Systems Division Director, Kim Ly	242	200 0402
	Administrative Support		808-8493 808-8402
	FAX		808-8411
	**************************************	<i>2</i> ) U	000-0-713
958	COMMUNITY SERVICES & DEVELOPMENT BUREAU		
	Assistant General Manager, Abigail Marquez 9th Floor	213	808-8462
	Assistant, Claudia Castillo	213	808-8652
958	Consolidated Planning Division		
	Chief Management Analyst, Julie O'Leary9th Floor		922-9626
	Administrative Support     Consolidated Planning & Administration: Rebecca Ronquillo.		922-9621
			808-8428 808-8450
	IDIS Management & Reports: Karen Banks     Noighborhood Improvement Projects/NIE: Jacqueline Mandage		
	<ul> <li>Neighborhood Improvement Projects/NIF: Jacqueline Mendez</li> <li>Loans/Leases City Department's Public Services:</li> </ul>	213	808-8420
	Cynthia Abellanosa	212	808-8621
	Oyimia Abelianosa	213	000-0021
958	Program Operations Division		
	Chief Management Analyst: Veronica McDonnel	213	928-9060
	Administrative Support	213	808-8652
	Community Services Support: Maria Gomez	213	263-5081
	Car Seat Program: Olivia Mitchell	213	808-8872
	CSBG Administration: Jesus Orozco	213	808-8668
	FSC: Jesus Orozco	213	808-8668
	<ul> <li>Supportive Housing Services: Matthew Muhonen</li> </ul>	213	808-8471
	LAHSA: Matthew Sharp		922-9664
	HOPWA: Maribel Ulloa	213	922-9663
	Domestic Violence/Human Trafficking Shelters:	040	000 0540
	Sandra Cervantes	213	808-8518
958	HOUSING DEVELOPMENT BUREAU		
	Assistant General Manager, Sean Spear	213	808-8901
	Executive Administrative Assistant, Arianna Wells	213	744-9314
	FAX		808-8610
	Policy & Program Development: Sara Wall	213	808-8848
050	Assat 88 amaganamt Division		
958	Asset Management Division Director, Doug Swoger8th Floor	212	808-8948
	Secretary, Sandra Terry		808-8593
	Occupancy Monitoring & Covenants: Brittanya Murillo		808-8976
	Loan Portfolio / Loan Servicing: Craig Arceneaux		808-8967
	Loan Portfolio / Loss Mitigation: Mark Gandara		808-8677
	<b>U</b>		
958	Development & Finance Division		
	Director, Ed Gipson		808-8597
	Secretary, Lou Quan		808-8582
	Affordable Housing Trust Fund: Tim Elliot		808-8596
	HHH: Andre Perry      Planning & Land Use: Marites Cunanan		808-8978 808-8843
	<ul> <li>Planning &amp; Land Use: Marites Cunanan</li> <li>Technical Services: Sergio Tejadilla</li> </ul>		808-8903
	- Toonside Oct vides. Obligio Tojadisa		
			The Part of the Pa

137

958	Housing Strategies & Services Division Director, Helmi Hisserich	213 808-8662
	Assistant, Caroline Menjivar	213 808-8857
	Handyworker Program: Liseth Romero-Martinez	213 808-8828
	Homeownership Program: Gloria Torres	213 808-8930
	Housing Innovative Strategies: Rick Tenthat	213 808-8904
	Lead Program: Liseth Romero-Martinez	213 808-8828
	Special Projects (NOAH, NSP): George Guillen	213 808-8622
	USC Program: Courtney Durham	213-808-8833
958	REGULATORY COMPLIANCE & CODE BUREAU	
	Assistant General Manager, Roberto Aldape8th Floor	213 808-8826
	Executive Administrative Assistant, Lydia Pena	213 808-8641
	FAX	213 808-8818
958	Code Enforcement Division	
	Director, Daniel V. Gomez	213 808-8502
	Secretary, Odessa Smith	213 808-8528
•	<ul> <li>Administration / Program Support: Vatche Kasumyan</li> </ul>	213 808-8571
	Court Liaison Unit: James Sonne	818 756-1455
	Complaints & Special Enforcement / SCEP: Robert Galardi	213 808-8416
	Code Hearings: Steven Harrison	213 808-8424
	Emergency Management / TRIP / URP: Zuberi Smith	213 808-8562
958	Compliance Division	
	Director, Roya Babazadeh8th Floor	213 808-8823
	Secretary, vacant	213 808-8820
	Administrative Support	213 808-8864
	Billing & Collections: Michael Prendergast	213 808-8821
	Foreclosure Registry: Amy Clarke	213 808-8449
	Hearings: Matthew Holen	213 922-9636
	<ul> <li>Legal / REAP Final Accounting: David Zaitz</li> </ul>	213 808-8825
	REAP / UMP: Matthew Holen	213 922-9636
958	Rent Stabilization Division	
	Director, Anna Ortega	213 808-8551
	Secretary, Elias Narvaez	213 808-8838
	Case Analysis: Valerie Steffens	213 922-9631
	Customer Service Hotline: Xanat Rosas	213 808-8921
	<ul> <li>Investigations &amp; Enforcement / Regional Offices: Varcella DeSh</li> </ul>	•
		213 922-9681
	Landlord Declarations and Tenant Buyout: Emma Garcia      BSO Unit: Valoria Staffana	213 808-8519
	RSO Unit: Valerie Steffens	213 922-9631

## **REGIONAL OFFICES:**

Open Monday through Friday: 9am - 4pm

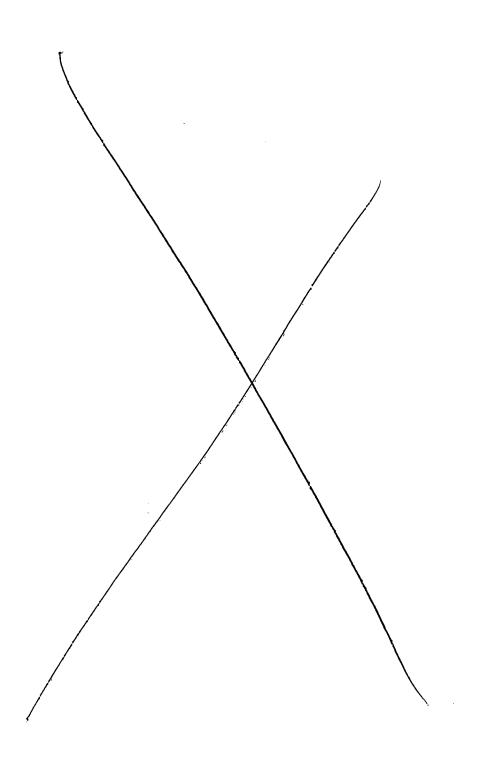
958-5	EAST REGIONAL OFFICE FAX		557-RENT 226-9822
	2130 East 1st Street, Suite 2600 Los Angeles, CA 90033		
958-6640	NORTH REGIONAL OFFICE FAX		557-RENT 756-1097
	6400 Laurel Canyon Blvd., Ste. 610 North Hollywood, CA 91606		
9583	SOUTH REGIONAL OFFICE FAX		557-RENT 329-6304
	690 Knox St., Ste. 125 Torrance, CA 90502		
9582	WEST REGIONAL OFFICE FAX		557-RENT 477-8426
	West LA Civic Center 1645 Corinth Ave., Ste. 104 Los Angeles, CA 90025		
	CITY-OPERATED FAMILYSOURCE CENTERS (16 FSCs):		
	BOYLE HEIGHTS  El Centro de Ayuda Corporation  1972 E. Cesar Chavez Ave.  Los Angeles, CA 90033	323	526-9301
	EL SERENO/LINCOLN HEIGHTS Barrio Action Youth and Family Center 4927 Huntington Dr., Suite 200 Los Angeles, CA 90032	323	221-0779
	ECHO PARK/CYPRESS PARK El Centro de Pueblo 1824 W. Sunset Bivd. Los Angeles, CA 90026	213	483-6335
	HOLLYWOOD Youth Policy Institute 1075 N. Western Ave., Suite 110 Los Angeles, CA 90029	323	836-0055
	NORTH VALLEY  New Economics for Women 21400 Saticoy Street Los Angeles, CA 91305	818	887-3872
		يعبر كا	<b>)</b>

PACOIMA El Nido Family Centers 11243 Glenoaks Blvd., Suite 3 Pacoima, CA 91331	818 896-7776
SOUTHWEST El Nido Family Centers 4060 S. Figueroa Street Los Angeles, CA 90037	323 998-0093
SOUTHWEST/FLORENCE The Children's Collective 915 W. Manchester Los Angeles, CA 90044	323 789-4717
SOUTHEAST/WATTS  Watts Labor Community Action Committee  958 E. 108th Street Los Angeles, CA 90059	323 357-6262
VAN NUYS  New Economics for Women 6946 Van Nuys Blvd., Suite 220 Van Nuys, CA 91406	818 786-4098
WEST ADAMS  1736 Family Crisis Center  2116 Arlington Ave., Suite 220  Los Angeles, CA 90018	323 737-3900
WESTLAKE/PICO UNION Central City Neighborhood Partners 501 S. Bixel Street Los Angeles, CA 90017	213 482-8618
WEST LOS ANGELES Latino Research Organization, Inc. 4804 S. Centinela Ave. Los Angeles, CA 90066	310 578-6069
WILMINGTON/SAN PEDRO Toberman Neighborhood Center 131 N. Grand Ave. San Pedro, CA 90731	310 832-1145 x106
WILSHIRE/PICO UNION Bresee Foundation 184 Bimini Place Los Angeles, CA 90004	213 387-2822



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**03/02/2023** 03/02/2023 03/02/2023

200 N. Spring Street Room 303 Los Angeles, CA 90012 Internet: <a href="http://mayor.lacity.org/">http://mayor.lacity.org/</a>

Mail Sto <sub>l</sub>		
370	MAYOR Karen Bass	213 978-0600
	FREQUENTLY REQUESTED NUMBERS Certificate Requests, mayor.certificate@lacity.org Mayor's Office Help Desk, mayor.helpdesk@lacity.org	213 978-0600 213 978-1028
	Press Office Scheduling Requests, <u>mayor.scheduling@lacity.org</u> Travel Requests, <u>mayor.travelrequest@lacity.org</u>	213 978-0741 213 922-9747 213 978-0939
370	CHIEF OF STAFF Chris Thompson, Chief Of Staff Margaret Wynne, Executive Officer Monserrat Lara, Special Assistant	213 978-0600 213 978-0600 213 978-0600
	DEPUTY CHIEF OF STAFF Jenny Delwood, Deputy Chief of Staff Veronica Gutierrez, Interim Deputy Chief of Staff	213 978-0600 213 978-0600
370	ADMINISTRATION  Denisse Martinez, Director of Operations  Perla Acevedo, Administrative Assistant of Operations  Martin Marquez, Receptionist	213 978-0610 213 978-0600 213 978-0600
370	SCHEDULING AND EXECUTIVE SUPPORT Allen Moret, Special Assistant Lizzeth Rosales, Scheduler Dalia Contreras, Deputy Director of Scheduling Daniela Aquino, Scheduling Aide Veronica Polanco, Director of Events & Operations	213 978-0600 213 978-0600 213 978-0600 213 978-0600 213 978-0600
	TRANSITION OFFICE Adam Ma, Director Monique Tello, Operations Manager Abigail Howell, Senior Coordinator	213 978-0600 213-978-0600 213-978-0600

**MAYOR** 

1/30/23

**MAYOR** 

CONTACT NUMBER: 213 978-0600

	HOUSING & HOMELESS SOLUTIONS	
	Mercedes Márquez, Chief of Housing & Homelessness Solutions	213-978-0600
	Leigh Hoffman-Kipp, Director of Strategic Initiatives of Housing and	213-978-0600
	Homelessness Solutions	
	Joyce Dominguez, Executive Officer	213-978-0600
	Michelle Tiliano, Special Assistant	213-922-9739
	Michelle Tillario, Special Assistant	210 022 0100
	LEGAL COUNSEL	
	David Michaelson, Counsel to the Mayor	213 978-0600
	Luz Portillo, Legal Coordinator	213 978-3128
	Joe Campbell, Legal Aid	213 978-3128
370	COMMUNICATIONS	242 079 0741
	Zach Seidl, Acting Deputy Mayor and Director of Communications	213 978-0741
	Becca MacLaren, Chief Speechwriter	213 978-0741
	Lizbett Chavez, Digital Manager	213 978-0741
	Harrison Wollman, Press Secretary	213-978-0741
	Claire Pelote, Digital Associate	213 978-0741
	Analiz Marmolejo, Communications Associate	213 978-0741
270	INTERGOVERNMENTAL AND LEGISLATIVE AFFAIRS	
370		213 978-0600
	Grace Garcia, Executive Officer	213 978-8376
	Madelynn Taras, Legislative Deputy	213 978-0620
	Heleen Ramirez, Legislative Coordinator	213 473-2332
	Karcy Bowles, Director, Volunteer Engagement/VolunteerLA	213 978-1583
	Brad Fingard, State Affairs Coordinator	213 978-0620
	Thomas Arechiga, Deputy Legislative Coordinator	213 970-0020
	WASHINGTON, DC	
	1000 Vermont Avenue NW, Suite 250	
	Washington, DC 20005	
	Phil Chambers, Director of Federal Affairs & National Engagement	202 730-3551
	Robbie Llewellyn, Federal Affairs Coordinator	202 730-3551
	Trouble Electronyth, troublet mane described	
	PUBLIC ENGAGEMENT	213 978-0837
	Lisa Payne, Director, Public Engagement	
283	Bertha (Nidia) Lozano, Constituent Services Representative	213 978-3130
	Ada Estrada, Constituent Services Representative	213 978-3130
•	Laura Cortez, Constituent Services Representative	213 978-3130
	Cescily Chan, Constituent Services Representative	213-978-3130
	Serapia Kim, Central Area Representative	213 978-0430
370	Wendy Castro, East LA Area Representative	213 978-3130
	Brenda Lee Thompson, Southwest Area Representative	213 978-3130

1/30/23

MAYOR

CONTACT NUMBER: 213 978-0600

		VAN NUYS 14410 Sylvan Street, Room 211 Van Nuys 91401 Michelle Vergara, East Valley Area Representative Erin Seinfeld, West Valley Representative	213 978-0600 213 978-0600
		WEST LA 1645 Corinth Ave Los Angeles 90025	213 978-0600
			·
		INTERNATIONAL ACCAIRS	
		INTERNATIONAL AFFAIRS	213 978-0600
		Erin Bromaghim, Deputy Mayor An Tran, Special Assistant	213 922-9751
		Christine Peterson, Director of International Trade & Investment	213 978-0752
	460	Zachia Nazarzai, Director of International Affairs	213 610-4342
	.00	Aram Adajian, International Trade & Investment Specialist	213 922-9751
		BUDGET AND INNOVATION	
	370	Jeanne Holm, Deputy Mayor	213 922-9771
		Joey Freeman, Director of Policy and Budget Initiatives	213 978-0600
		Lidia Manzanares, Executive Officer	213 978-0123
		BUDGET	242 022 8202
		Raoul Mendoza, Director	213 922-8303 213 473-2386
		Alma Guerrero, Budget Executive Officer	213 473-2386
		Angela Berumen, Deputy Director Paul Wang, Senior Analyst	213 473-3782
		Deserie Quintero, Budget Analyst	213 978-1717
		Alexander Lombardo, Budget Analyst	213 978-0939
		Shannon Lawrence, Personnel Department Liaison	213 978-0600
	070	Dawn Comer, Director of Technology Inclusion	213 978-0600
	370	INNOVATION DELIVERY TEAM	
		Anthony Ancheta, Graphic Designer	213 978-0600
!		Rachel Kornak, Project Manager	213 978-0600
•		DATA	040 070 4500
		Eva Pereira, Chief Data Officer	213 978-1530 213 978-0600
	MAYOR	Preston Mills, Community Coordinator 1/30/23	
		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	11111

CONTACT NUMBER: 213 978-0600

213 310-4630 213 978-0600

213 713-1986

FIELD OFFICES SAN PEDRO

**SOUTH LOS ANGELES** 

638 S. Beacon Street, Suite 310 San Pedro, CA 90731

8475 S. Vermont Ave Los Angeles, CA 90044

Sandra Olmedo, Southeast Area Representative

Jocelyn Dominguez, Harbor & Watts Area Representative

	Chet Edelman, Policy Analyst Transportation Services Richard Diaz, Transportation Policy Analyst Jennifer Perkins, Director of Neighborhood Services Riki Esquer, Deputy Director of Neighborhood Services Zenay Hayward, Sr. Neighborhood Services Policy Analyst Ryan Jackson, Sanitation and Environmental Policy Analyst Leslie Amaya- Yanez, Office Manager/Neighborhood Services Policy Assistant	213 978-6768 213 978-0724 213 978-0724 213 315-9052 213 978-0724 213 978-0724 213 978-0724
	LARIVERWORKS Michael Affeldt, Director	213 978-6327
ရာ ယူ ရာ	PUBLIC SAFETY Reuben Wilson, Deputy Mayor Mara Landay, Executive Officer Patricia Moreno, Executive Assistant	213 978-0677 213 978-0600 213 978-0677
83/82/2823 83/82/2823	POLICY & PROGRAMS Edo "Eduardo" Hewitt, Chief of Public Engagement Strategies Larry Vasquez, Director, Military & Veterans Affairs Aaron Gross, Chief Resilience Officer Raymond Morquecho, Senior Policy Director - LAPD & Interoperability Jacquelyne Sandoval, Policy Director EMD Christopher Anyakwo, Director of Policy & Programs	213 978-0677 213 978-0677 213 978-1965 213 978-0677 213 978-0677 213 978-0677

DOCUMENT UPDATED BY: DENISSE MARTINEZ

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PROCUREMENT

SUSTAINABILITY

**CITY SERVICES** 

**Projects** 

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Lauren Faber O' Connor, Chief Sustainability Officer Julie Ciardullo, Director of the Office of the C40 Chair

Michael Samulon, Director of Vehicle Electrification and City

Daniel Cho, Senior Policy Analyst

Victoria Simon, Director of Operations

Christina Anecito, C40 Air Quality Advisor

Sean Heffron, Director of Special Projects

Doug Tripp, Director of Water and Power

Rasik Hussain, Infrastructure Policy Analyst

Doug Mensman, Director, Transportation Services

Daniel Rodman, Deputy Director Transportation Services

Diego De La Garza, Associate Director of Transportation

Kathryn Goldman, Climate Advisor

Mary Hodge, Deputy Mayor

1/30/23

MAYOR

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213 978-0694

213 473-7078 213 978-0616

213 978-2786

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213 978-0600

213 978-0724

213 978-0724

213 978-0724

213-978-0600

213 978-0521

213 473-9771

213 978-2751

-	Kristy Hamer, Policy Director, Cyber and Infrastructure	213 978-0677
	CRISIS RESPONSE TEAM	
	Joseph Avalos, Director	213 978-3062
	Edward G. Alamo, Senior Manager	213 978-0697
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	Matthew Esparza, Case Manager	213 978-0600
	Maria Sanchez, ERT Case Manager	213 978-0600
	Rachell Hills, ERT Case Manager - Operation South Bureau	213 978-0600
	Richard Inez, ERT Case Manager- Operation Valley Bureau	213 978-0600
	Robert Chacon, ERT Case Manager - Operation Central Bureau	213 978-0600
	GRANTS, FISCAL MANAGEMENT UNIT & CONTRACTS	
370	Gabriela Jasso, Director of Grants & Finance	213 978-0765
	Lisa Fernandez, Assistant Grants Director	213 978-0675
	Camile Jimenez, Grant Specialist	213 978-0756
	Carol S. Perez, Senior Grant Specialist	213 922-9780
	Clarence Hsu, Senior Accountant	213 978-2601
	Ebony K. Cobb, Senior Grant Specialist	213 978-0703
	Eve LaDue, Senior Procurement Specialist	213 978-1013
	Jasmin Madrigal, Accountant	213 978-0707
	Daniel Khy, Accountant	213 473-6833
	John Benedetti, Program Manager, Securing the Cities	213 978-0438
	Lena Hwang, Asst. Finance Director	213 978-0824
	Leslie Jimenez, Grant Specialist	213 978-3135
	Mayra Harb, Grant Specialist	213 978-3160
	Miho Yoshimura, Senior Grant Specialist	213 978-0503
	Paul Jung, Attorney	213 978 0705
	Claudia Garcia-Salas, Attorney	213 978-0705
	Vanessa Vigil, Accountant	213 978-0722
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	Emily Helder, Senior Grant Program Manager	213 978-0342
	Jorge Santana, Grants Analyst	213 978-0704
	Lauro Cons, Grants	213 970-0704
	GANG REDUCTION AND YOUTH DEVELOPMENT	
	Reginald J. Zachery, GRYD Director	213 978-0675
	Akeala Johnson, Administrative Assistant/Program Coordinator	213 973-7796
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	Eddie Kane, Accountant	213 473-9775
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	Rodielyn Aguiliz, Accountant	213 978-6716
	Travon Moss, Senior Accountant	213 473-9744
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	Silvia Apodaca, Accountant	213 978-0714
	Jason Brown, Regional Program Coordinator	213 978-1811
	4100100	

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1/30/23

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370	Carlos De Santiago, Regional Program Manager Vanessa Moreno, Regional Program Coordinator Paula Afanador, Regional Program Manager Kenneth McCullum, Regional Program Coordinator Andrew Garcia, Regional Program Coordinator Jazmin Oceguera, Regional Program Coordinator Arhanxa Choquehuanca, Regional Program Coordinator Cornel Ward, Regional Program Coordinator Julio Barahona, Regional Program Coordinator Jennifer Crutcher, Community Engagement Program Coordinator Isabella D'Aessandro, Community Engagement Program Coordinator Luciela Rojas, Community Engagement Coordinator Jessica Oleta, Assistant Director	213 473-9227 213 978-3103 213 922-9755 213 978-1577 213 298-0319 213 258-7231 213 298-0444 213 446-8038 213 978-7796 213 978-7796 213 978-7796 213 308-9161 213 473-7031
	ECONOMIC DEVELOPMENT Kevin Keller, Deputy Mayor Karen Dominguez, Executive Assistant Norma Challita, Administrative Assistant	213 978-6397 213 978-6397 213 978-6397
	COMMUNITY BUSINESS Leila Lee, Director of Small Business & Entrepreneurship	213 978-6397
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	ECONOMIC POLICY Robert Fisher, Economic Policy Manager	213 978-0717
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	CITY HOMELESSNESS INITIATIVES Jose "Che" Ramirez, Deputy Mayor Hector Diaz-Martinez, Executive Assistant	213 978-0600 213 978-0600
	INTERIM HOUSING STRATEGIES Tanaz Golshan, Director of Interim Housing Strategies	213 978-0600

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**MAYOR** 

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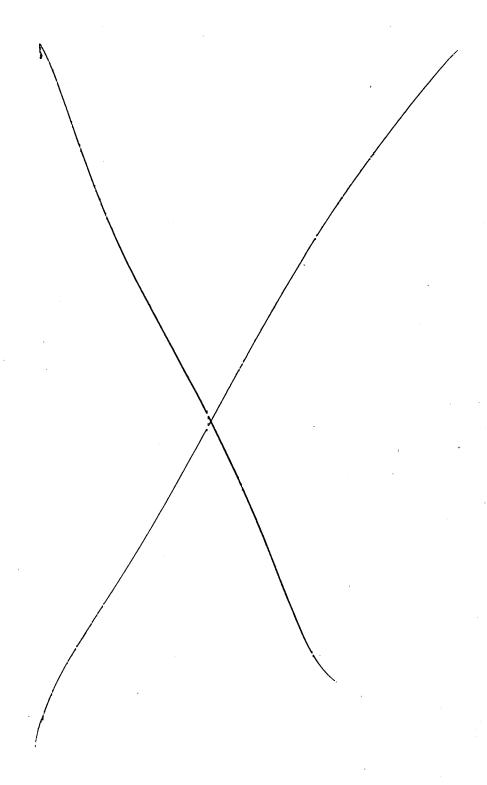
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	Jarvis Emerson, Director of Skidrow Strategies	213 978-0600
		213 978-0600
	Megan Weiss, UHRC Area Coordinator	213 978-0600
	Calvin Sung, UHRC Data Director	
	Sandra Zavala, UHRC Performance and Data Analyst	213 978-0600
	Shannon Prior, CIRCLE Program Manager	213 978-0600
	HOUSING	
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	Frederick White, Housing Finance Officer	213 978-0600
	Azeen Khanmalek, Affordable Housing Production Manager	213 978-0600
	ECONOMIC OPPORTUNITY	
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	Zita Davis, Executive Officer	213 978-0164
	Steven Gersten, Administrative Support	213 978-1626
	Ivory Rose Chambeshi, Watts Rising Comm. Dev. Prog. Manager	213 978-0642
	Meghan Quynh-Thy Mai, Community Development Policy Analyst	213 978-2173
	Ozzie Lopez, Project Director, LA College Promise Works	323-551-7731
	Elizabeth Cabrera, Project Coordinator	213 978-1626
	Elder Sanabria, Manager, LA Promise Zone Manager	213 978-1626
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	Stephanie Ramirez, Student to Student Project Coordinator	213 978-1626
370	WORKFORCE AND ECONOMIC OPPORTUNITY	
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	Edith Vega, Proposition 27 ImPACT Program Manager	213 978-0600
	Editi Vega, Frepesiteri Er illi 7te i Fregiani manager	
	LA'S BEST AFTER SCHOOL ENRICHMENT PROGRAM	
	Eric Gurna, President and Chief Executive Officer	213 978-8783
	Christine Harris, Executive Assistant	213 978-8783
	FAX	213 978-0804

1/30/23

**MAYOR** 

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03/02/2023 03/02/2023 03/02/2023

**REQUEST A QUOTE** 

EXPLORE OUR RESOURCES		

Below you can find links to the municipal code pages for the many cities that make up Los Angeles County.

Los Angeles

These links typically lead to the municipal parking lot codes library, pointing specifically at the section that pertains to an individual city's mandated rules for parking related items.

These can include parking design standards, parking allocation rules, sign regulations, ADA requirements as well as many others. Although many of these cities share similar rules there are exceptions.

When it comes to the ADA, California typically requires more than the Federal code for compliance. Check out this <u>link</u> for more information specifically about the California ADA.

Please note that these codes are provided as a convenience, and Empire Parking Lot Services cannot be held responsible for the information on any page outside of our own website. Also note that by clicking on these links you are leaving our website.

wou find a dead or missing link please make us aware by emailing us at this address: parkinglotcodes@empirepls.com.

Good luck on your Los Angeles County project and let us know if we can help!

- Agoura Hills Parking Lot Striping Codes (Article IX, Chapter 6, Part 2, Division 4)
- Alhambra Parking Lot Striping Codes (Title XXIII, Chapter 23.52)
- Arcadia Parking Lot Striping Codes 'Article IX, Capter 1, Division 3, Section 9103.07 I
- Artesia Parking Lot Striping Codes (Title 9, Chapter 2; Article 11)
- Azusa parking Lot Striping Codes (Chapter 74; Article VIII, Sec. 74-443)

Resources

**Parking Lot Codes** 

EX4.32-

. 202/20/20/20

03/02/2 03/02/2023 03/02/2023



### **INFORMATION BULLETIN / PUBLIC - ZONING CODE**

REFERENCE NO.: L.A.M.C. 12.21A5

DOCUMENT NO.: P/ZC 2002-001

Previously Issued As: IB ZO-1, RGA 3-72

Effective:

10-01-1999

Revised:

06-28-2021

## **PARKING DESIGN**

#### I. GENERAL REQUIREMENTS

#### A. STALL WIDTHS

- 1. Minimum 8 ft 6 inches wide for standard stalls serving dwelling units.
- 2. Minimum 8 ft 4 inches wide for all other standard stalls.
- 3. Minimum 8 ft 0 inches wide for all parallel parking standard stalls.
- 4. Minimum 7 ft 6 inches wide for all compact stalls.
- 5. For disabled access stall widths and other requirements, refer to Information Bulletin P/BC 2020-084.
- 6. Stall widths must be increased 10 inches for obstructions, except for stalls serving single family dwellings and duplexes, as shown in Figures 8 & 9 and shall be increased for end stall conditions as shown in Figures 2 and 3 in section N. For purposes of determining increases for obstructions, property lines shall be considered as obstructions. No increase for obstructions is required for parallel parking stalls.

#### **B.** STALL DEPTHS

- 1. Minimum 18 feet deep for all standard stalls.
- 2. Minimum 15 feet deep for all compact stalls.
- 3. Minimum 26 feet deep for all standard parallel stalls and 30 feet deep for end parallel stalls.
- 4. Minimum 23 feet deep for all compact parallel stalls and 27 feet deep for end parallel stalls.

#### C. COMPACT PARKING SPACES PERMITTED

In parking areas or garages containing 10 or more spaces for other than dwelling uses, up to 40% of the total required parking spaces and 100% of the non-required parking spaces may be compact. For dwelling uses, all parking stalls in excess of one stall per unit may be compact. Unless specified otherwise, required guest parking spaces may be compact spaces.

#### ACCESS AISLE AND PARKING BAY WIDTHS

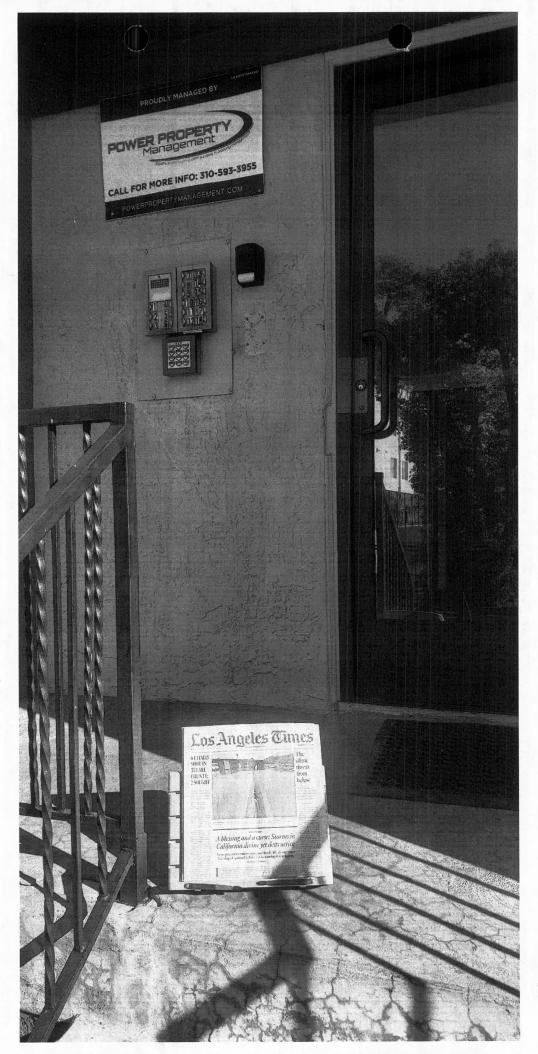
1. The basic access aisle and parking bay widths for compact and standard stalls are shown in Tables 1 through 6.

150

EXH 33

83/82/2823 83/83/2823

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83/82/2823 83/82/2823

EXH-34



03/02/2023 83/82/2823 03/02/2023

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@3/@2/2@23 @3/@2/2023 @3/@2/2023

## **DECLARATION OF CLIFFORD WHITE III**

I, Clifford White III, declare as follows:

I know the following facts of my own personal knowledge and if called upon as a witness I could and would testify competently thereto.

- 1. The intercom is at property located at 1522 Hi Point St., Apt. 9, Los Angeles, CA 90035. I was able to test the intercom located outside by the front entryway door to the apartment building located at 1522 Hi Point St. The system at apartment 9 is out of order for the tenant to receive notification from family, guests, and delivery persons. There is a box inside the apartment unit that does not have any sign of functionality when the button on the outside of the building control unit is pressed.
- 2. I have also witnessed the damages to tenant 9 Geary Johnson's car when he is forced to park his car on the street. His car has been damaged by construction crews debris such as dirt and stones, tree bird droppings, other parked cars, such damages that would not have occurred if he was permitted to park his car inside the security gated parking lot.
- 3. I have estimated from my search online the cost and repair of a similar Intercom would come to \$40 for the unit and \$500 for the cost of labor.
- 4. I have numerous times been inconvenienced by not being able to reach tenant Geary Johnson simply because the intercom from the outside of the building does not work for his unit.
- 5. I am a member of the public.
- 6. Geary Johnson has paid me a fee of \$50 to do the research for this declaration.
- 7. I am not a tenant at the building.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct, 6th day of Sep

Clifford White III Consultant

1727 Orange Grove Avenue Los Angeles CA 90019 213-601-0235

EXH. 35

\$292,729,28 \$707,732,733 \$707,740,84 **GEARY J. JOHNSON** 

1522 HI POINT ST UNIT 9

1



PROOF OF SERVICE Page 2 of 3 PETITIONER GEARY J. JOHNSON- 2/23/23

I declare under penalty of perjury under the laws of THE STATE OF CALIFORNIA that the foregoing is true and correct.

Executed on February 23, 2023, at Los Angeles California.

**ERIC BECKWITH**