

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035
Total Units (legal unit count may vary): 18
Rent Registration Number: 0270090
***Census Tract:** 216700
***Council District:** 10
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
***Bureau of Engineering Data**

PROPERTY VIOLATION REPORTED

Thank You, we have received your request for inspection:

Your Case number is **896288**

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.

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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 9

Unit #:

9

City:

Los Angeles

Zip:

90035

Phone (H):*

3238073099

Phone (C):

Email Address:

tainmount@sbcglobal.net

Violation Location:

EXTERIOR AND INTERIOR AND PARKING LOT

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: *

ELECTRICAL

Violation Type: *

Select Violation Type

Selected Violation Types: *

Electrical wiring disconnected and/or abandoned
Electrical service requires maintenance

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

Manager Name:

Manager Phone(H):

Manager Phone (W):

Owner Name:

Owner Phone(H):

Owner Phone (W):

Owner Address:

Owner City:

Owner Zip Code:

tainmount@sbcglobal.net

Violation Location:

EXTERIOR AND INTERIOR AND PARKING LOT

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: *

MAINTENANCE

Violation Type: *

Select Violation Type

Selected Violation Types: *

Electrical wiring disconnected and/or abandoned
Electrical service requires maintenance
Premises not maintained in a safe and sanitary condition

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

Manager Name:

Manager Phone(H):

Manager Phone (W):

Owner Name:

Owner Phone(H):

Owner Phone (W):

Owner Address:

Owner City:

Owner Zip Code:

tainmount@sbcglobal.net

Violation Location:

EXTERIOR AND INTERIOR AND PARKING LOT

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: *

MAINTENANCE

Violation Type: *

Select Violation Type

Selected Violation Types: *

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Premises not maintained in a safe and sanitary condition

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

APRIL 23, 2024 Words: 8336. This complaint includes by reference all past code violation complaints filed with the City as of 2014. I am not available to meet with KKK members like Richard Brinson and the like. I respond here to a voicemail I received from the code enforcement department which says Feb. 15, 2024: MESSAGE . "Good morning Gary. This is Rich giving you a call back from the Los Angeles Housing and Department of Code enforcement division. This does make our third attempt trying to reach you. At this time, we will go ahead and close the

Manager Name:

KASSANDRA HARRIS

Manager Phone(H):

3106511072

Manager Phone (W):

Owner Name:

MEGHAN HAYNER

Owner Phone(H):

3105933955

Owner Phone (W):

Owner Address:

1522 Hi Point St

Owner City:

Santa Monica

Owner Zip Code:

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: *

MAINTENANCE

Violation Type: *

Select Violation Type

Selected Violation Types: *

Electrical wiring disconnected and/or abandoned
Electrical service requires maintenance
Premises not maintained in a safe and sanitary condition

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

MAINTENANCE ISSUE THAT STAIR TO LINES CAN BE EXTENDED TO MAKE A TANDIEM PARKING STAIR.
Reference: City of Los Angeles Public Records Request 23-1200-S151 published at https://cikrep.lacity.org/online/docs/2023/23-1200-S151_pc_11-13-2023.pdf. The Power of Racism is Among Us. GJ Johnson. APRIL 23, 2024 Words: 8336.

Manager Name:

KASSANDRA HARRIS

Manager Phone(H):

3106511072

Manager Phone (W):

Owner Name:

MEGHAN HAYNER

Owner Phone(H):

3105933955

Owner Phone (W):

Owner Address:

1522 Hi Point St

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I respond here to a voicemail I received from the code enforcement department which says Feb. 15, 2024: MESSAGE . "Good morning Gary. This is Rich giving you a call back from the Los Angeles Housing and Department of Code enforcement division. This does make our third attempt trying to reach you. At this time, we will go ahead and close the case. If you do have another issue, please reach out to our line at 8665577368 Again, that's 8665577368 Or you can make a new complaint through our website, which is housing the number two. That LA City Board. Thank you very much and have a great day." MY RESPONSE: First, I will keep filing complaints until the services are restored or until hell freezes over, whichever occurs first. I was reminded by the property owner that I have been complaining for nine years about these services; it should not take the city nine years to restore these services. The city is engaged in intractable, pervasive, institutionalized, pattern and practice housing discrimination against me, and abusing federal tax dollars. Second, the LAHD in not responding to my inquiries, has admitted that I have no obligation to be here for an inspection. I have politely asked the LAHD to have the owner appear. The LAHD has refused but instead continued to harass me because I complained. Why so I get a voicemail from LAHD— —in order to cover their ass— —when it is clearly documented that when your inspectors came out numerous times before, they said they would not inspect the intercom system? Inspectors waste the \$200,000 plus taxpayer pad salary just to appear at the property and refuse to cite for the intercom. Here is a link to videos of the intercom and parking at this address. <https://wp.me/P57D2C-1Dm> . This information and this complaint has previously been provided to Mayor Karen Bass and the City Council members. The LAHD by state law, is obligated to make a diligent inspection and is obligated to do so even in the absence of a complaint; in other words, a tenant is not obligated to be there for the inspection. So LAHD needs to write or leave a voicemail that you are not planning to cite for the intercom and therefore no need for me to agree to an appointment; the intercom in my unit does not work. I am sure your boss would not want you to waste city tax dollars to come all the way out to the building to tell me you will not provide diligent inspection.

Here is a link to the email exchanges with council district 5 under Katy Yuroslavsky. <http://lahousingpermitsandrentadjustmentcommission.com/office-katy-yaroslavsky-says-blacks-not-entitled-to-housing-services/>

An October 4, 2023 letter from property owner agent Michael Gerst, and subsequent email, has been received by the city housing department; in that letter the property owner indicates unit 9 tenants are entitled to a working intercom in the unit and entitled to a tandem parking stall, saying the tandem parking stall was available around November 2021. It is a maintenance issue that stall #8 lines can be extended to make a tandem parking stall. The owner is thus obligated to provide an operating intercom and tandem parking stall. The Akuvox unit at the front of the building, if the assumed contacts button is pushed for the assumed intercom, the screen says "network unavailable."

CITY EMPLOYEES DECLARED AS RACISTS AMONG US. "I have also asked such respondents for a reasonable accommodation for tandem parking at this address 1522 Hi Point St Apt 9 Los Angeles 90035. The city government has refused the accommodation, and refused to engage in an interactive process of discussion. The city government and the Los Angeles Housing Department is engaged in the abuse of federal monies and using federal monies for purposes of housing discrimination." I am not available to meet with KKK members

like Richard Brinson and the like. The Los Angeles Housing Department, including its rent stabilization, REAP, and code enforcement divisions, are Racists Among Us. SUMMARY: Intercom in unit 9 not working. Kitchen hot water pressure not working as intended. Parking stall #8 stripes need to be extended to create tandem parking stall. The Akuvox Unit at the front of the building needs additional parts to work, namely smartphone and WiFi; those parts have not been supplied to me to use the Akuvox system. The current rent registration statement for 2022 is not posted in the common area, as required by the LAMC. See herein REAP complaint. The owner has been notified by email, phone, and fax and ignoring my requests. The code enforcement is requested to contact the owner in order to enter the property. DO NOT DISTURB THE QUIET ENJOYMENT OF THE TENANT. This is an ATTACHMENT TO CODE VIOLATION COMPLAINT. As seen on Facebook: "LOS ANGELES. A SMALL CONSOLATION. Anyone remember Alabama Governor George Wallace? Remember how he stood in the schoolhouse door and was denying Black students access? (Wikipedia) But "In 1952, he became the Circuit Judge of the Third Judicial Circuit in Alabama. Here he became known as "the fighting little judge", a nod to his past boxing association.[22] He gained a reputation for fairness regardless of the race of the plaintiff. It was common practice at the time for judges in the area to refer to black lawyers by their first names, while their white colleagues were addressed formally as "Mister"; black lawyer J. L. Chestnut later said that "Judge George Wallace was the most liberal judge that I had ever practiced law in front of. He was the first judge in Alabama to call me 'Mister' in a courtroom." (Source Wikipedia). So yesterday 2023 I was in my apartment in Los Angeles. I had called city code enforcement out and I complained about an abandoned vehicle with three flat tires and how the car had been sitting there since 2015 (yes 2015) and how I made written complaints every month or so. So the inspector is white, older, somewhat pleasant but befuddled looking and we stood face to face. As part of my written complaint, I reminded him that my unit intercom (to front of the building) has not been working since 2014. As he looked me in the eye and said quite falsely, "Oh, that has been adjudicated and I will not address it" and I almost begged: I really need that intercom to be working because I pay my rent on time and I need my deliveries. All I could think about at that moment as I faced off with a white government worker is how those Black students were denied equal protection and how it must have felt to look George Wallace in the face in 1963. He did cite the owner for the abandoned vehicle and the car was moved today after sitting there for eight years."

This attachment includes by reference emails received by LAHD, REAP, RSD, and Richard Brinson on June 12, 2023 from claimant at 3:10 pm and June 15, 2023 email received by Brinson and LAHD at 3:10 p.m. and July 3, 2023 received at 4:42 pm.

The Los Angeles Housing Department, including its rent stabilization, REAP, and code enforcement divisions, are Racists Among Us.

Some tenants have been supplied with free WiFi; I have not as a Black male over the age of 45 with a disability been provided such free housing service. I have permanent hearing and vision disabilities yet the LAHD has refused me a reasonable accommodation.

PARKING STRIPING

LAMC "Striping. All parking stalls, other than those serving a one-family dwelling, shall be striped substantially in accordance with the illustrations set forth on Chart No. 5 of this section. (Amended by Ord. No. 179,191, Eff. 11/5/07.)". Please order parking stall #8 striping extended to make it into a tandem parking stall in accordance with the requirements of the state Unruh Act, CC section 51,52. This is a violation of the state Unruh Act, CC section 51,52, by the Los Angeles Housing Department in that I am denied full and equal housing services because I am Black, male, over the age of 45, and have a disability. The city code enforcement, RSO and REAP divisions of the Los Angeles Housing department have the authority to make the repairs to the striping at parking stall #8.

HVAC MINI DUCTLESS FOR SOME UNITS

Unexplained cords are attached to the sides of the building which are probably not in compliance with SCE requirements for outside wiring. Appears to be an attempt to divert the electricity in a master metered building. Please investigate and report back has the owner installed wiring for sub meters at this address and charged tenants for such. Court Declares that Landlords Can't Circumvent Rent Limits by Charging Extra for Water <https://smdp.com/2018/08/30/court-declares-that-landlords-cant-circumvent-rent-limits-by-charging-extra-for-water/>. The landlord is charging some tenants after vacancy decontrol for the utilities; Costa Hawkins does not allow landlords to pass down the cost of utilities after vacancy decontrol; utilities have to stay as "included in the rental amount" as they were under the previous tenant, i.e. all units utilities were included in the rent in or around 2015 when 15 units became vacant. While the owner did increase rents in those units due to vacancy decontrol, he was not allowed to charge tenants for utilities, an illegal rent increase. Please investigate and report back.

INTERCOMS AND INTERCOMS

This is a violation of the state Unruh Act, CC section 51,52, by the Los Angeles Housing Department in that I am denied full and equal housing services because I am Black, male, over the age of 45, and have a disability. CAUSATION has been established that I filed complaints with the Los Angeles Housing Department and its divisions herein which gives the authority to the City to rectify all of my complaints regarding housing services at this location. The Los Angeles Housing Department herein has not taken action to assure that my intercom is working and that I am provided with a tandem parking stall because of my race, Black, sex male, because I have complained and because I have a disability. I have been harmed as a result of the city government actions in that I do not have access to a working intercom and I do not have access to a tandem parking stall, and all associated financial damages. The city attorney office has claimed the city decision 12/28/2022 Notice of case closure CE273371 included a typo but after so many months I have not been advised by the city LAHD of any typo. As such I consider the statement of the city attorney's office a falsification of the record. As for intercoms, I will describe the intercom unit prior to 2010 as 1st Generation; the new system installed in 2014 as 2nd Generation and the May 19, 2023 unit Akuvox as 3rd Generation ("1stGen, 2ndGen, 3rd Gen"). The city has adequate notice that my 1stGen intercom was available at the inception of tenancy 2010; by 2014 it needed repair or replacement. In 2014 the owner at the time installed 2ndGen, completely new intercom system; he also replaced the front of building keypad which was already working prior to 2010. The city ordered me and other tenants to pay "capital improvements" for the installation of the intercom and keypad which pictures show were installed as one unit. The owner at the time refused to connect 2nd Gen to my apartment nine, thus depriving such serve to my roommate and I. I remind you that all the 1,2,3 are different systems, not a replacement of the original system (other than the keypad) IMO. By May 19, 2023, the owner, without the proper 30 day notice, removed 2ndGen from the outside of the building and replaced it with "Akuvox R29 is a SIP video doorphone with a 7" touch screen, which performs AI-powered offline facial recognition for door access. It is typically used in apartment buildings, high-rise office buildings and building complexes." 3rdGen Akuvox is a Smartphone-App based system which I read requires the use of a smartphone and internet connection. In order to use 1stGen and 2ndGen, a smartphone or internet was not needed. I have had almost no response from the owner regarding the Akuvox system although I have copied such emails to city employee Richard Brinson. I do not have the use of 2nd Gen intercom which is still in my unit; I do not have the use of 3rdGen Akuvox because the owner has not provided the necessary parts smartphone and internet. Please investigate and report back to me. I write/fax the owner almost every day since May 19 2023

and have received no written response and have not received the smartphone or WiFi. The owner set up an Akuvox account in my name without getting any permission from me, an illegal identity theft, a criminal act. I did not give the owner or any city employee the authority to set up any such account (Akuvox,

ENTRY OF UNIT

I note I received calls from code enforcement and Richard Brinson and others May 2, 2023 2:50 pm from 213-252-2875; May 3 at 12:50 pm from 213-663-4347 and May 5, 2023 at 9:01 am 213-252-2875 re code violation complaint 855304. First you need to get the owner to meet you and give access to the unit. Second, I am not available to meet with KKK members like Richard Brinson and the like. So I do not feel you have justification to not inspect simply because I am not available to meet you at an appointment. I have said this before. State law prohibits city employees from requiring tenants to be present for city inspections of units.

MORE ATTACHED TO CODE VIOLATION COMPLAINT 3/17/23. This complaint is being filed because there are continuing damages at this address. This type of retaliation by a government official is outrageous and unlawful. This complaint is about continuing obligations under a rent agreement between all parties; this complaint is about continuing damages. This is a rent controlled building. I am without parking for two vehicles and suffering damages because by having to park on the street and my auto is damaged by debris from construction; I had to spend \$100 to have my car detailed as a direct result of the owner and city intentional refusal under the REAP program to address the request for tandem or two car parking. As regards the intercom, as previously noted, I am unable to receive certain deliveries and guests and friends not able to reach me due to the non-working intercom, a direct result of the actions of the owner and the city government in not ordering the intercom repair. The actions of the owner and city in this regard are intentional to cause harm to myself as a Black, male, tenant. THE INSPECTOR David Wood made no attempt to address illegal home sharing in the building even though that is part of the complaint 844729, city number. Wood made no attempt to address if there are permits for the HVAC ductless Heater AC units only provided to certain tenants, and intentionally denied such housing service to myself as a Black male. It is not my job to force feed the inspectors if I have already made a written complaint; they should come prepared to read and comprehend English. This complaint is filed based on my rights under law and obligations under the rental agreement. My rent agreement says that maintenance is "including but not limited to". This means that the owner and the city have NO authority to limit maintenance or exclude the intercom from repair or replacement. The only exceptions are if the repair need was caused by the tenant abuse or if the repair item is personal property; these exceptions do not apply in this case. The rent agreement also provides that the tenant can arrange for repairs but only by using the owner maintenance crews; the owner and city thru my complaints giving authorization, have not responded to this part of the agreement and maintenance crews have been prevented from making the repairs. MAINTENANCE COMPANY ALL-TIME MAINTENANCE refuses to provide the services requested. City filed code violation complaints since 2014 and complaint to management have not resulted in the parking for two cars being provided or in the intercom in the unit being repaired or replaced. The intercom in the unit 9 was available upon the inception of tenancy in 2010. The control unit was available in 2010. In or around 2015 the owner replaced the control unit as new and under the authority of the city Capital Improvements Program of which the tenant myself was forced to pay additional rent for the wiring of the intercom and keypad system to the front door of the building but the apt 9 unit was not replaced. So when David Wood maintains that the matter was "adjudicated" is he talking about the old intercom in unit 9 or is he talking about the new intercom on the outside of the building that the city authorized that has my apartment 9 clearly listed implied as working? It is two different intercoms and two different issues. The last court hearing on this matter was dismissed without prejudice which means there was no adjudication on the merits. If Wood had such alleged adjudication, he did not provide me with a copy. This info has been

forwarded to that State CRD under a housing discrimination complaint naming city employees and asking for \$1 million dollars in damages. Nevertheless, Wood's assertion does not apply when as in this case there are continuing obligations and new and continuing damages, renewed upon the monthly payment of rent. 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. Another REAP complaint was filed by email September 23, 2022 at 8:30 am. There has been no response from the City but the REAP complaint is mentioned in the code violation complaint 844729. One previous court decision already mentioned to the city ruled about \$600 in judgment in my favor proving that decision adjudicated the matter in my favor, although the court did not order the services restored. Los Angeles Superior Court Case 21STSC04574. As told to Mr. Wood, the city decision LAHD CE273371 ruled that the denial of housing services that I have requested amounts to illegal harassment by the owner and those acting in concert, i.e. Wood, etc. This complaint is also against (if not already named) city employees Mayor Karen Bass, Gilbert Cedillo, Paul Krekorian, Bob Blumenfield, Nithya Raman, Paul Koretz, Nury Martinez, Marqueece Harris-Dawson, Mitch O'Farrell, Kevin DeLeon, and any new council members not listed. State law prohibits city employees from requiring tenants to be present for city inspections of units. 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. (d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly. These local and state laws I have quoted expressly do not authorize the local government to improperly use federal housing funds to deny me the housing services requested. See the movie Power Property Management and city employees say Black tenants not entitled to Fair Housing.

https://youtu.be/VbFj_JK1QE . 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). City HCIDLA employees include Ann Sewill, Catherine Taylor-Gomez, Luz Santiago, Bessy Corrales, Kim Ly, Claudia Castillo, Veronica McDonnell, 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. 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, and Meghan Haynes of Bold Partners Investors. 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. Thomas Khammar, agent of the owner, claims that parking stall #8 is a tandem stall; that is a fraudulent statement as stall #8 is a single car stall. A new owner is liable for any nuisance conditions not addressed by the previous owner. How many code violation complaints does a Black Man such as myself have to file before he can get an extra parking stall and a working intercom or maintenance? Maintenance is what I pay for monthly so the city government is without grounds to assist the owner in denying me rights under the rent agreement. Since the rent agreement says maintenance is "including but not limited to", the city has no authority to use federal funds to deny me repair or replacement of the intercom. Further the rent agreement does not say the intercom is to be excluded from maintenance. I have offered to make the repairs myself but the owner and city is unresponsive. Wood did not address what are the qualifications needed for me to get the old intercom repaired or replaced? What are the qualifications for me to get the 2015 new intercom hooked up to my unit 9? What are the qualifications for me to have my single auto parking stall striping extended to make a tandem parking stall? What are the qualifications for me to received an extra parking stall? What are the qualifications for me to receive full and equal housings services as a Black male tenant in the city of Los Angeles? I should only have to ask these questions once; the restoration of services should take less than an hour and not more than 35 days. Negligence. Tortious interference. Yet I continue to pay rent. ILLEGAL HOME SHARING. I believe units 10, 11, 13, 14, 15, 16, 17, 18, 2,3,4,6,7 are being used for illegal home sharing. The hosts for the home sharing in this building do not live on the premises. The building is used for Home Sharing, not for the purpose for which it is intended. The LAHD code enforcement has failed to diligently investigate my whole complaints. The LAHD code enforcement et al has failed to enforce the Health and Safety code excerpt "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" thus the LAHD is liable at this address for general dilapidation or improper maintenance of the intercom and liable for "any nuisance" i.e the non-working intercom and failure to provide a tandem parking stall. The Health and Safety code which the LAHD is liable to enforce, makes the LAHD liable for the non-working intercom (improper maintenance) and the denial of tandem parking (nuisance). The city of Los Angeles under Mayor Karen Bass is engaged in illegal abuse of federal funds in denying me the requested housing services. The non-working intercom is a nuisance; the refusal to provide a tandem parking stall is a nuisance, both under the liability of the City of Los Angeles and Los Angeles Housing Department. The city has received from me a letter from my doctor (Richard Brinson has it) requesting accommodation intercom, and tandem parking. Such doctor letter dated 4/12/23.

In *Komarova v. National Credit Acceptance, Inc.* (2009) 175 Cal.App.4th 324 (*Komarova*), a plaintiff who had been mistakenly and repeatedly harassed by a debt collection agency asserted a claim under the Robbins-Rosenthal Fair Debt Collection Practices Act (Civ. Code, § 1788 et seq.). The court found that the defendant's statute of limitations defense was overcome by the continuing violation doctrine, permitting

recovery “for actions that take place outside the limitations period if these actions are sufficiently linked to unlawful conduct within the limitations period.” (*Komarova, supra*, at p. 343, quoting *Richards, supra*, 26 Cal.4th at p. 812.) The court, quoting *Joseph v. J.J. MacIntyre Companies, L.L.C.* (N.D. Cal. 2003) 281 F.Supp.2d 1156 (*Joseph*), noted that “[t]he key is whether the conduct complained of constitutes a continuing pattern and course of conduct as opposed to unrelated discrete acts.” (*Komarova, supra*, at p. 343.) Payment of the rent on a monthly basis by myself as tenant renews the continuing obligations of both parties regarding maintenance and housing services i.e. intercom and parking. Every time I file a code violation complaint, and every time I monthly pay my rent and request repairs and tandem parking, represents a continuing obligation of the parties. Contrary to the position of LAHD city employee David Wood, there has been no adjudication that denies me the monthly right to request repairs and housing services; there has been no adjudication that denies me the right to the benefits and privileges of the rent contractual agreement. The right to repairs and housing services i.e parking and intercom are contract benefits that renew themselves upon payment of the monthly rent. This is continuing obligations. The Court relied on the New York Court of Appeals’ decision in *Bulova Watch Co. v. Celotex Corp.*, where the Court concluded that a new claim, with a new limitations period, accrued each time the roofing material supplier failed to honor its promise to repair the roof. 42 U.S. Code § 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. David Wood and Richard Brinson are racists and continue to violate the Unruh Act and continue to deny me full and equal housing services because I am Black, male, over age 45, and have a disability.

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

From: GJohnson(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
6. Deprivation of housing service: door entry intercom system for this apartment 9 and other apartments 8 and 5 since May 2015 and continuing
7. Deprivation of housing service tandem parking stall for this apartment 9 since May 2015 and continuing
8. Failure to provide tandem parking stall for this apartment 9 since May 2015 and continuing; health and safety violation

9. 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 in 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

MEGHAN HAYNER

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
(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. 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.)**

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.

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

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

The landlord in this case has already said that tenants unit 9 are entitled to intercom service under the condition the building must be rewired. Rewiring is the jurisdiction of the city LAHD code violation division. The code enforcement division of the city has received adequate notice that the wiring is faulty because the intercom does not work. The owner has also said that tenants unit 9 are entitled to a tandem parking stall, such extended striping (LAMC) of the parking stall #8 is under the jurisdiction of the LAHD and code violation division. Under the city Tenant Anti-Harassment Ordinance, the LAHD is prohibited from aiding in the denial of housing services requested in this complaint. "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." (Harassment ordinance). David Wood and others in the LAHD are liable for continuing to violate the provisions of the Tenant Anti-Harassment ordinance. The conditions described herein violate the LAMC and the state Health and Safety Code. The entire premises is not in full compliance with the LAMC. I reference the city LAHD Mayor Karen Bass issued Notice and Order to Comply dated February 7, 2023 Case ID 844729. Further, "Under 42 U.S. Code § 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." The LAHD refusal to cite the owner for the denial of housing services herein denies me "the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship" i.e. the Unruh Act. Units being used for Home Sharing where the Host does not live on the property, are in violation of the city Home Sharing ordinance. This code violation complaint is a violation of the state Unruh Act, CC section 51,52, by the Los Angeles Housing Department in that I am denied full and equal housing services by the Los Angeles Housing Department because I am Black, male, over the age of 45, and have a disability. City employee Richard Brinson has indicated by email that he intentionally discriminates against me by ignoring my entitlements under the Unruh Act. The city government has received adequate notice of my protected status and disability. Abuse of federal funds by the City of Los Angeles and Los Angeles Housing Department is unlawful. The property owner has received adequate notice of the need for the intercom, need for tandem parking stall. The property owner Meghan Hayner has said the building needs to be rewired to repair the intercom in unit 9; the All-Time

Maintenance refuses to do the rewiring. This complaint incorporates by reference the following LAHD code violation complaints: 750967, 783722, 788044, 791765, 795030, 799574, 803397, 808802, 815528, 823529, 844729, 846533, 860747, a previous 2015 order to repair the intercom by the Los Angeles County Health Department, as well as the 12/28/2022 Notice of case closure CE273371 adjudicated the matter in my favor. 4/27/23. White tenants have informed that Power Property Mgmt Inc Nisi Walton sent a "valuable tenant" letter to such tenants about the Akuvox system, I request the the LAHD demand that Nisi Walton provide me a copy of the same email that was not sent to me. I note that there is still an entry door keypad at the rear of the building, such keypad paid for by myself and others under the city Capital Improvements Program decision 50505Sw1 and total cost for two keypads front and rear \$31.68 over 7 year period. I note that on or around May 19, 2023, when the existing intercom and keypad was removed, only three units did not have a working intercom, units 5,8,9. Both rear and front keypads were working on May 19, 2023. I note the property owner has refused to repair or replace the intercom in unit 9. I ask that LAHD and Richard Brinson order the repair and replacement of the intercom unit 9. I demand that the city LAHD and Richard Brinson order the owner to supply myself unit 9 with Smartphone and internet to operate the Akuvox's Video Doorphone. The removal of the previous Intercom from the outside of the building along with the keypad without prior notice, was intended to cause harm to myself being the only tenant that was complaining about the intercom system. I note (1) the code violation, complaint gives the code enforcement division the authority to enter the unit along with the assistance of the owner. Under state law of California, the code violation division cannot require the tenant to be present for any inspection. I note (2) that the code violation division and REAP division and RSO division are not permitted or authorized to retaliate against any tenant by not making the inspection because a tenant refuses to be present. I note (3) that the city government LAHD has not cited the owner for the non-working intercom in my unit and I believe the real reason is because of my race Black, sex male, age over 45 and having a disability. I note (4) that the installation of the Akuvox system (not located in the unit or connected to it) is not acceptable as a resolution to the damages I have incurred by the intercom in the unit not being repaired or replaced. I note (5) that the June 11, 12, and 15th 2023 emails to Richard Brinson are incorporated herein by reference. (June 11 at 11:24 am) (June 12 at 3:10 pm) (June 15 at 11:09 am). I note (6) that the parking for unit 9 remains reduced from a tandem parking stall to a single car stall #8, a reduction in housing services and deprivation of housing services to myself by the property owner and city LAHD. I note (7) that the rent payments endorsed by the owner show that the tenant number nine continues to pay for intercom repairs and tandem parking as written on the rent check. I note (8) that The city RSO complaint process, code violation complaint, and our REAP complaint process make the city and government liable for housing services to myself. I note (9) that I spoke with a UPS driver today and a tenant who said they both do not have access to deliver or receive UPS packages at this address. I note (10) that I could easily be provided a tandem parking stall by the city LAHD ordering the re-striping of parking

stall 8 to a tandem, such authority and liability that the city has to provide “full and equal housing services.” In addition, the owner (and sometimes the city) is liable to supply the housing services like kitchen sink, bathroom fixtures, light fixtures, garbage disposal, electrical outlets, doors, smoke alarms; each service requires certain parts to work. The owner is liable for repairs which may include parts. If the owner installed Akuvox, they are liable for the parts to make the system work which includes smartphone and WiFi/Internet. It should not be this difficult in the city of Los Angeles in 2023 to get a working intercom and tandem parking stall. My rent money pays for repairs, maintenance, parts and labor. Per the rent agreement, the only part I have to supply is the battery for the smoke detector; there is no provision in the rent agreement that I need to supply the smartphone and internet to use the intercom function of the Akuvox system. If code violation employees conduct due diligence, they will discover that the control box on the outside of the building accessible to the public does not have any intercom access for unit 9; if code violation employees push the button for the tenant unit, the machine will say “no access”. Code violation employees can access the outside box without entering the property or needing to contact the tenant. An October 4, 2023 letter from property owner agent Michael Gerst has been received by the city housing department; in that letter the property owner indicates unit 9 tenants are entitled to a working intercom in the unit and entitled to a tandem parking stall, saying the tandem parking stall was available around November 2021. It is a maintenance issue that stall #8 lines can be extended to make a tandem parking stall. Reference: City of Los Angeles Public Records Request 23-1200-S151 published at https://clkrep.lacity.org/onlinedocs/2023/23-1200-S151_pc_11-13-2023.pdf . **The Power of Racism is Among Us**. GJ Johnson. APRIL 23, 2024 Words: 8336.