

## Communication from Public

**Name:** Geary Juan Johnson

**Date Submitted:** 06/24/2023 11:56 AM

**Council File No:** 23-0321-S1

**Comments for Public Posting:** COMMUNICATION FROM THE LOS ANGELES HOUSING DEPARTMENT relative to a request for authorization to lend up to \$10 million to support critical building repairs and operations of the receivership; and related matters. I oppose this matter. Reference: See attached: June 19, 2023 filed city Los Angeles code violation complaint 860747 (twelve pages); email to property owner and mayor and council dated June 15, 2023 at 11:09 am subject: "Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222" (five pages); fax sent to owner that reads "Attention Nisi, Brett, Thomas Khammar, Meghan Hayner: The cost of this fax is \$7.00 prorated on how many I send. Labor costs \$44 per fax. Please see attached June 15 2023 email sent at 11:09 am. Subject: "Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222." A written response is requested. My labor costs due from you are \$44 plus any other labor costs to try to set up the Akuvox system without being supplied a smartphone or internet. All rights reserved." (two pages). Reference: In summary, the city government has acted in concert with the property owner to install without proper advance notice a SmartphoneApp based door entry system in which Black tenants were not provided the smartphone or internet to use the system. This violates the rent agreement as well as the city rent control regulations on illegal rent increases. The prior intercom system remains in the unit 9 without any sign of functionality. The control unit for the unit 9 system was removed from the outside and replaced with Akuvox. Tenants were without mail and delivery services for weeks. The city has adequate notice that tenants have not been given an alternative if they are not able to use the Akuvox system due to not having a smartphone or internet. The conduct of the city in this matter is outrageous. I have also asked such respondents for a reasonable accommodation for tandem parking at this address 1522 Hi Point St 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. As publicly posted to the owner Meghan Hayner and Hi Point 1522 LLC: "I have emailed and faxed you 17 times (since May 19) for details about the Akuvox SmartphoneApp based Door entry system like what is the costs to tenants and will the owner be supplying the smartphone and internet to use Akuvox. I am still without the requested tandem parking after 8 (eight) years of requests." Reference: <https://lahousingpermitsandrentadjustmentcommission.com/communications-with-city-employees/>

5237  
June 18 2023. Words: 5234. SUMMARY: Intercom not working. Kitchen hot water pressure not working as intended. Parking stall #8 stripes need to be extended. 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 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.

#### 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 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.

#### 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 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 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. 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](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. Dated 4/12/23.

#### LOW WATER PRESSURE KITCHEN SINK

Hot water pressure in kitchen is too low. This has been reported to the owner. Please investigate and report back to me.

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 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.

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. ADDITIONAL: This complaint will be used as evidence in Los Angeles Superior Court case 23STCP00644 filed Feb 28, 2023. The current rent registration statement for 2022 is not posted in the common area, as required by the LAMC. 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, 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 50505SwI 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." GJ Johnson. 06/19/23. Words. 5234.

5237.

Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfef.ca.gov; tina.walker@dfef.ca.gov; susan.strick@lacity.org; contact.center@dfef.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; megan@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.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfef.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org

Date: Thursday, June 15, 2023 at 11:09 AM PDT

## Racists Among Us

### RESPONDENTS:

1. **City of Los Angeles Housing Department including RSO, REAP, and code enforcement divisions** 1200 W. 7th Street Floor 1, Los Angeles CA 90017- via email above
2. **Meghan Hayner**, Bold Partners, 520 Pacific Street #5, Santa Monica, CA 90405 - via email above
3. **Skylight Real Estate Advisors** 5600 W. Jefferson Blvd. LOS ANGELES, CA 90016
4. **Power Property Management Inc.**, 8885 Venice Blvd #205, Los Angeles, California 90034- via email
5. **Hi Point 1522 LLC**,  
c/o Thomas Khammar,  
Power Property Management Inc.,  
8885 Venice Blvd #205, Los Angeles, California 90034- via email and facsimile
6. **Mayor Karen Bass**, staff, city council members,  
City Hall, 200 North Spring Street, Los Angeles CA 90012 - via email

At all times, the word "Respondents" refers to the listed entities, individuals, and companies above.

thomas@powerpropertygrp.com highpoint1522@gmail.com  
09e41e7459a05677911c@powerpropertygroup frontdesk@powerpropertygrp.com

**"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**

I believe the above persons/entities (City of Los Angeles, et al) are racists and have taken intentional acts to deny me full and equal housing services and privileges based on my race Black, sex male, age over 45, and because I have a disability, based on the following facts:

1. I have not been provided the requested smartphone and internet/Wi-fi due to racism and because I complained (retaliation)
2. The previous intercom system (Artolier) was not repaired due to racism and retaliation against me by the Respondents.
3. I am entitled to “full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever”.
4. The Respondents are liable to provide “full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever”.
5. I cannot use the Akuvox and cannot receive quests or deliveries without the use of a owner supplied smartphone and internet. Breach of the rental agreement and false and deceptive business practice.
6. Malice, oppression, fraud by the property owner.
7. Unreasonable and bad faith by the property owner.
8. Reduction of housing services
9. Illegal increase in rent
10. The only current tenant complaining about the non-working intercom system was me
11. Others written complaints about the intercom included two other past tenants and two guests, and my roommate
12. The Intercom and keypad was primarily for the use of the tenants



13. The actions of Respondents' were intentional and designed to cause harm
14. Intentional denial of smartphone, internet, wi-fi, to use the Smartphone enabled intercom Akuvox
15. Traditionally intercom systems are for the use of the tenants, not the owners, of multifamily dwellings
16. The attached old street view of 1522 Hi Point St 90035 shows the original intercom system that was available to tenants prior to 2010.
17. "As a covered entity under Title II of the Americans with Disability Act, the City of Los Angeles does not discriminate on the basis of disability, and upon request will provide reasonable accommodation to ensure equal access to its programs, services, and activities." City of Los Angeles code violation program via employee David Wood.
18. Respondents had adequate notice that claimant had a qualified disability circa March 2023 and at this time claimant was denied accommodation of intercom maintenance and tandem parking.
19. Respondents had adequate notice that claimant had a qualified disability March 2023 and at this time claimant was denied interactive process
20. Claimant was denied the opportunity to participate in or benefit from the full and equal housing services
21. Respondents acted with intent to deny claimant housing services "no matter his race, sex..." in utter disregard to Respondent's liability under the Unruh Act.
22. Claimant's vision disability is obvious. For that reason, claimant does not need a letter from his doctor. For other disabilities, claimant has supplied Respondents with a letter from his doctor via email. November 2, 2022, claimant emailed the owner at 9:52 am requesting accommodation due to disability. Within 30 days the owner did not respond to the request, claimant believes owner did so in retaliation because claimant complained; claimant was injured. March 8, 2023 at 8:06 a.m. claimant emails all Respondents again requesting an accommodation due to disability. There was no response. Claimant believes that Respondents did not respond because claimant complained, and due to claimants race, Black, sex male, age over 45 and due to claimant stated disability. On April 13, 2023, at 4:03 pm via email claimant again requested to all Respondents a reasonable accommodation due to disability. Within 30 days, that request has been ignored; claimant feels the request has been ignored due to claimant's protected status as stated herein, and in retaliation.
23.
  1. That Respondents 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 Respondents' conduct is its adequate notice of GEARY J. JOHNSON's age, race, sex, and disability;
  3. That GEARY J. JOHNSON was harmed; and
  4. That RESPONDENTS' intentional conduct was a substantial factor in causing GEARY J.

## JOHNSON'S harm.

(A) An individual GEARY J. JOHNSON is a member, or individuals are members, of a protected class, including under subsection 12955(m) of the Act;

(B) The individual GEARY J. JOHNSON, was, or individuals were, subject to adverse action regarding a housing opportunity or may be subject to such adverse action; and

(C) The member's or members' status as protected class members was or is a motivating factor for the adverse action. (Cal. Code Regs. tit. 2 § 12042)

No legally sufficient justification has been offered by the Respondents for denial of intercom repair including smartphone, internet and/or WiFi, and denial of tandem parking and denial of housing modification.

24. Proving that discriminatory intent is a motivating factor, does not require proof of personal prejudiced or animus, only that consideration of any protected basis is a motivating factor and committing a discriminatory housing practice. (CCR Tit. 2, section 12041). Before taking its actions of denial of housing services requested, Respondents considered claimant's race, sex, age, and disability because they had adequate knowledge of such protected categories based on the emails, city code violation complaints, city RSO complaints and city REAP complaints and mention of the Unruh Act.
25. Evidence that is relevant to either a prima facie case or to rebut an affirmative defense includes **evidence related to the historic background of the decision**, the **specific sequence of events** leading up to the challenged decision, **departures from the normal procedural sequence or criteria for the decision**, **evidence that the housing opportunity remained available** or was rented or sold to a person who is not a member of the complainant's protected class, statements by decision makers, or evidence that the respondent's treatment of others who are not members of the relevant protected class is different than treatment of the complainant. Detail relevant facts. This is circumstantial evidence probative of intent.
26. The evidence shows that Respondents's have refused to engage in a prompt good faith interactive process regarding the intercom related need for owner supplied smartphone, internet/Wifi, and the tenant request for tandem parking. It has been over 35 days since GEARY J. JOHNSON has made the request for housing modification regarding the intercom and tandem parking.
27. The Respondents have failed to provide a reasonable accommodation as requested by GEARY J. JOHNSON. The Respondents have failed to engage in an interactive process. The Respondents' failed to participate in a good faith interactive process to determine whether reasonable accommodation could be made. GEARY J. JOHNSON was harmed as result of Respondents failure to engage in a good faith interactive process in that JOHNSON is without a working intercom and the tools required to use AKUVOX and JOHNSON is still denied the full and equal use of a tandem parking stall.
28. Respondents have failed to make a prompt response to the request for accommodation
29. Respondents have acted in concert and installed an exterior Akuvox's Video Doorphone but have not provided GEARY J. JOHNSON with a smartphone, internet/WiFi to operate the Akuvox device. The Respondent's have not offered a reasonable alternative to GEARY J. JOHNSON to use the Akuvox system if no smartphone or internet is provided.

30. I believe the Akuvox system is designed to cut off tenants like GEARY J. JOHNSON from the peaceful enjoyment of the premises and full and equal housing services.

As the Respondents are not responding, I reserve the right to file a new code violation complaint.

All rights reserved.

**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**

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

reference

## Akuvox R29C-B - (Data sheet)(excerpt)

Perfect Doorphone choice for daily life

The security that comes with being able to control who comes into your building along with the ability to verbally and visually confirm their identity is immeasurable. **Akuvox's Video**

**Doorphone** R29 Series enable you to easily monitor an entrance door or gate and gives you the peace of mind knowing that your facility is more secure.

At a Glance

Dual camera for anti-counterfeit, completely solve all kinds of photos and video deception on various carries;

Face verification accuracy >99% ; face comparison speed <0.6s per person; false recognition rate<0.1%;

Allows both audio and video communication to an IP phone, mobile client, or soft phone;

Enables the ability to remotely control the door/gate;

Monitors the body temperature of people entering the building in real time;

Speeds response time to visitors, delivery and service personnel that require access;

For Indoor use only;



## Tenant Services Request

**Phone:** 323-807-3099

**Fax:** 323-345-5070

## Fax

**To:** Power Property Mgmt

**From:** Geary Johnson

**Fax:** 3106618195

**Pages:** 6

**Re:** Intercom & Parking Racism

**Date:** June 22, 2023

Attention Nisi, Brett, Thomas Khammar, Meghan Hayner: <br>The cost of this fax is \$7.00 prorated on how many I send. Labor costs \$44 per fax. Please see attached June 15 2023 email sent at 11:09 am. Subject: "Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222." A written response is requested. My labor costs due from you are \$44 plus any other labor costs to try to set up the Akuvox system without being supplied a smartphone or internet. All rights reserved.



## Transmission Status

### Your transmission has completed.

DOC Identifier : 40619614

Fax Number : 3106618195

Recipient : Power Property Mgmt

Status Classification : "Success"

Status Outcome : "Success"

Last Attempt Date : 06/22/2023

Last Attempt Time : 11:51:15

Pages Scheduled : 6

Pages Sent : 6

Baud Rate : 14400

Duration (in seconds) : 145

Number of Retries : 1

Remote CSID : "No ID "

New code violation complaint filed - Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222

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From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; 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; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfeld@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org

Date: Friday, June 23, 2023 at 10:09 AM PDT

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## City government published documents show race and disability discrimination practiced by city employees

The conduct of the city in this matter is outrageous. I have also asked such respondents for a reasonable accommodation for tandem parking at this address 1522 Hi Point St 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.

The code violation complaint is dated 6/19/23 city number 860747.

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

Reference:

<https://lahousingpermitsandrentadjustmentcommission.com/communications-with-city-employees/>