

Communication from Public

Name: Geary Juan Johnson

Date Submitted: 07/31/2023 10:46 PM

Council File No: 23-0618

Comments for Public Posting: HOUSING AND HOMELESSNESS COMMITTEE
WEDNESDAY, AUGUST 2, 2023 - 2:00 PM JOHN FERRARO
COUNCIL CHAMBER ROOM 340, CITY HALL 200 NORTH
SPRING STREET, LOS ANGELES, CA 90012 MEMBERS:
COUNCILMEMBER NITHYA RAMAN, CHAIR;
COUNCILMEMBER BOB BLUMENFIELD, VICE CHAIR;
COUNCILMEMBER MARQUEECE HARRIS-DAWSON;
COUNCILMEMBER MONICA RODRIGUEZ GOVERNMENT
OPERATIONS COMMITTEE REPORT relative to an
application from the 940 East 2nd Street Owners Association for
a private line telecommunications franchise. I oppose this.
Reference:
<https://lahousingpermitsandrentadjustmentcommission.com/2023/04/18/mayor-karen-bass-named-in-denial-housing-services-complaint/> . Intentional Discrimination by the Los Angeles
Housing Department Mayor Bass Named in CRD Race case

Release: July 30, 2023. From G. Juan Johnson, Tenant. Respondents city of Los Angeles, Housing Department, Power Property Management Inc., Hi Point 1522 LLC, took the keypad and control unit off the front of the building without any prior notice. Then I was without mail service for about 30 days and also for further than 30 days not able to receive UPS FedEx or other delivery services and not able to receive friends or guests are relatives. The active lock system which is a smart app system that needs intercom and internet and smartphone I was not given a proper tools to use it my rent agreement requires that I do not pay anything extra than rent or maintenance each parts in labor which includes parts of Labor. The responders have not supply me with the parts to use the Akuxox system and this has caused harm to me as approximate result in that I do not have keypad access and I do not have intercom access. This torturous situation which was conduct by the respondents is meant to harm me and retaliation because I complained. They might as well just string me up and lynch me on the front lawn, cut my body up in small pieces, disembowel me and just spread my blood all over the front sidewalk because that really is the intent of the respondents and their racist torturous tirade of retaliation. The respondents have adequate notice that if they did not supply me with the new keypad system, did not supply me with a door entry code, and did not supply me with a smartphone and internet, that I would be damaged as I have been. Their acts were intentional to cause harm. Court papers call Mayor Karen Bass a "racist" alleging she participated in denying apartment intercom repairs and secured tandem parking to Black tenants in a city rent controlled building. The case is set for court hearing, Dept 85. Los Angeles Superior court case 23STCP00644 filed 3/10/23. Johnson vs Los Angeles Housing Department. Exhibits name all employees of the Mayor's staff as well as numerous housing department employees. The city clerk has published related information to the internet under city council agenda items. 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 link:

<https://lahousingpermitsandrentadjustmentcommission.com/2023/04/18/mayor-karen-bass-named-in-denial-housing-services-complaint/> .

In a Los Angeles city government marked by racism, corruption and misuse of federal funds, how does a Blackman qualify for housing services?

Still Repair to Sink Made- Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 - New Evidence

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.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; 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; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Cc: homeimproveservices@yahoo.com; dave.vargas@hud.gov; cfontanesi@hudoig.gov; foiarequests@hudoig.gov; whistleblower@hudoig.gov; hudlosangelesoph@hud.gov; meena.s.bavan@hud.gov; maria.j.granata@hud.gov; ben.luu@hud.gov; mayfelisa.miso@hud.gov; albert.e.proctor@hud.gov; timothy.a.still@hud.gov; twan.quach@hud.gov; jameel.e.hill@hud.gov; hud-pihrc@ardentinc.com

Date: Thursday, July 27, 2023 at 11:30 AM PDT

RACISTS AMONG US

The city housing department per the claim for damages against the city is requested to access damages of \$1 million dollars against the property owner for the acts stated herein

Dear Respondents Hi Point 1522 LLC, et al. and Mayor and Council members:

My email of July 25, 2023 at 4:49 pm has not been responded to.

This shall verify that between 10:15 am and 10:55 am the hot water line on the kitchen sink restricted water flow was repaired.

No attempt was made to repair the intercom device in my unit; no attempt was made to extend the striping to make parking stall #8 a tandem stall.

Your actions of not addressing the July 25, 2023 email are malice oppression and fraud. "Oppression involves despicable conduct that subjects you to cruel and unjust hardship. Fraud refers to intentional deception for personal gain. Malice denotes conduct driven by ill will or a conscious disregard for the rights and well-being of others."

I am a responsible person and I am up against a bunch of savage animals.

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.

All rights reserved.

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

The city attorney's office says there are thousands of pages of documents. The housing department says there are barely two hundred pages of documents including the tenant complaint. Who is telling the truth?

Your Unlawful Notice to Enter Dated July 25 - Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222

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.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; meghan@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; 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; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Date: Tuesday, July 25, 2023 at 04:49 PM PDT

RACISTS AMONG US

The city housing department per the claim for damages against the city is requested to access damages of \$1 million dollars against the property owner for the acts stated herein

EMAIL NOT RESPONDED TO

My July 3, 2023 email at 4:42 pm has not been responded to by the owner Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager), or by the city Housing Department. My July 11, July 17, July 19, and July 21 emails have not been responded to.

THE NON-WORKING INTERCOM

After complaining about this since 2014 (over eight years), the intercom in my unit is still not functioning as intended. Not working. I have not received any written notification or otherwise of when it will be repaired or replaced.

THE AKUVOX SYSTEM

The owner installed the Akuvox SmartPhone App based Door Entry system on the outside of the building around May 19, 2023. I have not been provided any information by Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management

Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager) or by the city Housing Department as to how to operate the system. My own research at \$22.00 per hour indicates that a smartphone and Wi-Fi/Internet are needed to operate the system which I presume includes the function of keypad entry. The owner has not supplied me with the parts to operate the Akuvox, i.e. the smartphone, Wi-Fi/Internet, and has not supplied me with the keypad number to allow deliveries and guests to enter the building. The keypad number was previously 1967E but the front door keypad was removed May 19 2023 and the rear building keypad remains. I paid extra rent monies for the front door keypad and the intercom that was removed from the front of building on May 19, 2023.

TANDEM PARKING

The owner has previously stated that unit 9 tenants are entitled to a tandem parking stall. However the parking stall we have is a single car stall as pictures supplied to the city indicate. Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager), or the city Housing Department have refused to indicate the assigned number of the tandem parking stall that Thomas Khammar says that unit 9 is entitled to. The tandem parking stall issue has been pending since 2014 also. **All respondents have ignored my doctor requests for such services as a housing accommodation/modification.** It is a repair issue that the striping for stall #8 should be extended to make it a tandem stall. Such repair the owner is liable for as well as the city.

THE JULY 25, 2023 NOTICE TO ENTER

1. The attached notice does not comply with Civil Code section 1954 in that it does not indicate the approximate time the repairs will occur on July 14. CC 1954 states: "The notice shall include the date, approximate time, and purpose of the entry." Your refusal to comply with CC section 1954 has been repeated numerous times as reported to city housing. If your employees attempt to enter the unit without compliance, I will file a complaint for trespassing.

2. Your notice uses the phrase "necessary or agreed repairs or inspection". CC section 1954 only allows "To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5." Since your notice has not checked off section (f), then your use of the word "inspection" is a false and deceptive business practice and abuse of the right to entry and done for purposes of harassment.

Based on the incorrect and abusive Jul 25 2023 notice attached to this email, the landlord is abusing the process and using it to harass me the tenant. This is added to the current harassment complaint filed with city housing.

There has been no agreement on my part that I have to use a smartphone and internet to use any housing services in my apartment (or in the common areas). Khammar and Power Property Management Inc. has demonstrated negligence or incompetence in performing an act for which the officer, director, or person is required to hold a license. ; as a broker licensee, failed to exercise reasonable supervision over the activities of that licensee's salespersons, or, as the officer designated by a corporate broker licensee, failed to exercise reasonable supervision and control of the activities of the corporation for which a real estate license is required; Engaged in any other conduct, whether of the same or of a different character than specified in this section, that constitutes fraud or dishonest dealing. The facts herein indicate Khammar has also engaged in fraud and dishonest dealing. The Akuvox company has indicated to me that the owner opened an account in my name and then closed an account in my name; however I was never asked if I wanted to open an account and I never gave my permission for anyone to open an Akuvox account in my name. This is another example of abuse by the owner and harassment of me and identity theft.

"Making a mistake in the analysis of reasonableness can be costly.

The DFEH negotiated a settlement with a San Francisco landlord which resulted in the landlord agreeing to pay damages in the amount of \$1 million dollars for failing to accommodate a request for assignment of a more accessible parking space for a resident with a disability and for refusal to provide an extra key to the gated entry for the resident's caregiver. Such frightening results underscore the importance of giving each and every accommodation request careful consideration." (Source: DFEH)

The Department of Real Estate is requested via this email (via fax) to revoke the real estate broker licenses DRE# 01866167 and DRE #01443898.

The city attorney's office under Hydee Feldstein Soto takes the position that res judicata applies. Res Judicata does not apply and neither does claims exclusion. This is incorrect. 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 billable cost to prepare this continuing damages and obligations email is \$44.00. All rights reserved.

Geary J. Johnson

1522 Hi Point St 9

Los Angeles. CA. 90035

Phone 323-807-3099

DRE #1-23-0217-015

Department of Real Estate
320 W. 4th Street Suite 350
Attention Lizette Castro

Los Angeles CA 90013-1105

Facsimile 213-620-6442

References: As with past practices seen on the internet videos, entry into the unit may be tape recorded.

Reference: Court case Johnson vs Los Angeles Housing Department, case
CASE NO. 23STCP00644



2023-7-25 PPM Notice to Enter Premises.pdf
558.2kB

There is 1000's of pages of documents claims Mayor Karen Bass city attorney that prove Black tenants are denied fair housing.

The **Stand in the Schoolhouse Door** took place at [Foster Auditorium](#) at the [University of Alabama](#) on June 11, 1963. [George Wallace](#), the [Governor of Alabama](#), in a symbolic attempt to keep his inaugural promise of "[segregation now, segregation tomorrow, segregation forever](#)" and stop the [desegregation](#) of schools, stood at the door of the auditorium as if to block the entry of two African American students: [Vivian Malone](#) and [James Hood](#).
(Source: Google)

Response to phone calls received from city employees and property owner. Reference July 19, 2023 email sent at 8:41 am. CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421

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.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; 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; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Cc: homeimproveservices@yahoo.com; dave.vargas@hud.gov; cfontanesi@hudoig.gov; foiarequests@hudoig.gov; whistleblower@hudoig.gov; hudlosangelesoph@hud.gov; meena.s.bavan@hud.gov; maria.j.granata@hud.gov; ben.luu@hud.gov; mayfelisa.miso@hud.gov; albert.e.proctor@hud.gov; timothy.a.still@hud.gov; twan.quach@hud.gov; jameel.e.hill@hud.gov; hud-pihrc@ardentinc.com

Date: Friday, July 21, 2023 at 09:03 AM PDT

ARBITRARY DISCRIMINATION IS UNLAWFUL UNDER CIVIL CODE 51, 52
RETALIATION IS UNLAWFUL UNDER CIVIL CODE SECTION 51, 52

As seen on Yelp at

<https://www.yelp.com/biz/power-property-management-los-angeles>

"Apartment unit at 1522 Hi Point St 9 at 90035 needs unit intercom repair or replacement; striping at parking stall #8 needs extension to create tandem parking stall; kitchen sink hot water line not operating as intended. With the exception of the kitchen sink, repairs have been pending since 2014. Kitchen sink repair has been pending over 35 days. This company only recently came on the scene but they work for Power Property Management Inc and Hi Point 1522 LLC and BoldPartners. They do not respect tenant rights and civil code section 1954. Such code gives the landlord the right to enter under certain circumstances

and by giving written 24 hour notice. Whenever I as tenant (GJ) make a request for repairs, I always cite CC 1954 and ask for written notice as well as tell city housing to get the access from the owner or resident manager. Then from the owner, city, and Home Improvement Services I get a slew of calls (CYA) from 213-252-2875 (LAHD), 310-996-1727 (LAHD), 818-219-1587 (owner), 310-593-3955 (Power), 310-499-2808 (Power), 310-499-2808 (Power). They ignore their obligations under Civil Code 1954. The tenant has no liability to be present for inspection or repairs as that would disturb peaceful enjoyment. The owner and agents are named in numerous city harassment complaints as this is harassment. A tenant can waive their right to 24 hour written notice; they have adequate notice and disregard my good faith requests that I have NOT waived my rights. They keep harassing me with the phone calls. Their notices to enter often do not give the approximate time they will enter. They have no intention of repairing the unit intercom, no intention of providing the smart phone and internet to use the Akuvox, no intention of providing tandem parking. They are racist under the state Unruh Act provisions. See city Los Angeles documents at "LA City employees declared as "Racists" PC 22-1327"

<https://wp.me/P57D2C-1sY>

(Above also posted to Home Improvement Yelp page . <https://www.yelp.com/biz/home-improvement-services-tarzana>)

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

The owner stated herein is engaged in retaliation because I complained and engaged in arbitrary discrimination against me.

All rights reserved.

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

1522 Hi Point St 9
Los Angeles CA 90035
323-807-3099

NOVEMBER 30, 2021

USPS PRIORITY MAIL

9405 5118 9956 0462 7777 48

City attorney's office
City prosecutor
City Hall East Suite 800
Los Angeles CA 90012

“As the City’s chief prosecutor, the City Attorney prosecutes all misdemeanor criminal offenses and infractions occurring in the City of Los Angeles. The City Attorney works closely with local law enforcement agencies to prosecute crimes through the Criminal Branches of the City Attorney’s Office located throughout Los Angeles. The City Attorney’s Office is also a resource for victims and witnesses of crimes, and provides a network of referral services as well as crisis intervention and support. Additionally, the City Attorney administers a number of citywide crime prevention initiatives focused on preserving the quality of life throughout Los Angeles’ neighborhoods.(City website)”

Discrimination “foments domestic strife and unrest, deprives the state of the fullest utilization of its capacities for development and advancement, and substantially and adversely affects....the public in general....The practice of discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in housing accommodations is declared to be against public policy.” GOVT CODE.

Complaint re LAMC Article 5.3 Tenant Harassment Ordinance

Claimant

Geary J. Johnson

Respondent

Hi Point 1522 LLC
8885 Venice Blvd #205
Los Angeles CA 90034
Phone 310-593-3955

Power Property Management Inc.
8885 Venice Blvd #205
Los Angeles CA 90034
Phone 310-593-3955

Introduction

This summary is meant to be indicative but not all inclusive.

My position

The rent agreement entitles me to maintenance. All I have to do is report the item to the owner.” Tenant “shall advise owner immediately of any equipment malfunction”. There is no indication in the rent agreement that the “intercom” is to be excluded from maintenance. The “intercom” is included in maintenance; the agreement refers to maintenance as “including but not limited to”. The only item excluded from owner maintenance is any item in the unit solely the personal property of the tenant. There was a working intercom at the property when it was built. In

2014, the new owner Hi Point Apts LLC (not to be confused with Hi Point 1522 LLC) and his agents assumed responsibility for the intercom system and decided to replace it with a new system and installed corresponding devices to the front door and 15 apartment units except for units 9, 8, 5. (My unit is #9). At the time there was no reason given why all intercoms were not replaced. Each units that received a new intercom experienced other renovations and total elapsed time was 2 months each unit, so the time to replace an intercom could be estimated at less than 2 months. Intercoms were replaced between 2014 and 2018, and 9,8,5 remained unusable. Around 2015, the DFEH claims the owner said unit 9 intercom was not replaced because (1) we are long term tenants (2) he replaces intercoms when he has the opportunity and (3) he only provides new intercoms to vacant units. So we would have to vacate the unit to get the repairs. Most of what the DFEH claims the owner said does not appear in my rent agreement or house rules; since 2014 the owner has had ample opportunity to repair or replace the intercom, and been in the unit for numerous other repairs, but has not repaired or replaced the intercom.

According to the LAMC, and the state health and safety code, “maintenance” is s housing service and constitutes “health and safety”. The filing of a code violation complaint gives the city government (code enforcement) the authority to investigate whatever is claimed in the complaint.

The rent agreement entitles me to parking. The rent agreement details that two stalls are available for parking 1 and parking 2. Pictures of the property indicate there were tandem stalls available at the time the building was built - building CFO- and at the time renter entered into the agreement 2010. In 2014 the owner indicated by notice 4/9/2014 “Notice of Change of terms of tenancy” that tandem parking stalls were available for “first come first served” and \$50 per month. The LAMC however, prohibits the owner from charging a tenant a fee for services that were available at the inception of the tenancy, i.e. tandem parking was available in 2010 tenancy included in the rent.

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The city government position:

The city Los Angeles government code enforcement and rent stabilization departments feel they do not have jurisdiction over the intercom system. They feel the intercom was not working when our tenancy started (but it was in the unit and on the outside of the building) and that is their reason for not ordering the repair or replacement. I do not agree with the city's position. Nevertheless, in 2015, a malicious and racist city government, ordered us to pay a rent increase for five years ("capital improvements") which included payment for an intercom system not available to unit 9 tenants, and a parking gate not available to me. About \$17.00 month was the rent increase for five years. The intercom system is connected to the same front door as the key pad system and both were replaced at the same time. An order from the county health department that the owner repair, replace, or remove the intercom was ignored by the city and the owner. IMO the county viewed the non-working intercom as a private and public nuisance, i.e the public, relatives, and maintenance workers are stopped from being able to communicate to unit 9 tenants. I have explained to code enforcement that the filing of a complaint gives them jurisdiction as well as the filing of a REAP complaint. The REAP department has been unresponsive.

The city position on the parking is that the parking for two cars was not "available" at the inception of the tenancy, therefore they have no jurisdiction. Again I disagree with the city's position as stated above. The city stated that I should pay the \$50 per month even though the LAMC states the owner cannot charge any fees if the service was available at the inception of the tenancy. City documents show that the owner does not charge a separate fee for parking and that all parking is included in the rent paid. There is written documentation provided to the city that the owner has not painted the stripes in the parking lot, and that the owner has tandem stalls as well as guest stalls, which is not permitted under the LAMC or parking enforcement regulations. In the meantime as indicated to the city, I have asked to apply for the parking, and I applied for the parking at \$50 separate fee per month but there has been no response.

"Available" is defined as ready at a future date. At the time we signed the rental agreement, the two car stall for us in 2010 was "available" in a few days.

The facts of this case have been before numerous Judges, city departments, Department Fair Employment and Housing, Mayor and Council, and others, but I still cannot get maintenance to my intercom and be assigned to a second parking stall, such housing services that would take less than a day to supply. The city Rent Adjustment department has been silent on my complaints. “The Rent Adjustment Commission may make studies and investigations conduct hearings, and obtain information as it deems necessary to promulgate, administer and enforce any regulation, rule, or order adopted pursuant to this article. “ Ordinance.

I do not know the current owner’s position (Hi Point 1522 LLC) because they have not responded. On November 24, 2021 at 11:36 pm via email, I did advise the Respondents that I would be bringing a complaint against them under this Ordinance.

The parking issue has changed to the extent that as of two months ago the owner said there is available tandem stalls for \$50 extra per month, and the owner and agents have not responded to my application; to that extent the parking is not about damages from 2014 but damages for harassment for what is happening today regarding the parking.

The violations

Landlord. “Landlord” refers to any owner, lessor, sublessor, manager, and/or person, including any firm, corporation, partnership, or other entity, having any legal or equitable right of ownership or possession or the right to lease or receive rent for the use and occupancy of a rental unit, and whether acting as principal or through an agent or representative or successor of any of the foregoing. (Sec 45.32)

I underline the sections I believe are violations by the owner and agents and/or others:

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

1. Reducing or eliminating housing services required by a lease, contract or law, including the elimination of parking if provided in the tenant's lease or contract except when necessary to comply with a court order or local or state law, or to create an accessory dwelling unit or additional housing.

2. Failing to perform and timely complete necessary repairs and maintenance required by Federal, State, County, or local housing, health, or safety laws; or failure to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts.

3. Abuse of the right of access into a rental unit as established and limited by California Civil Code Section 1954, including entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection.

4. Threatening a tenant, by word or gesture, with physical harm.

5. Attempting to coerce the tenant to vacate with offer(s) of payments.

6. Misrepresenting to a tenant that the tenant is required to vacate a rental unit or enticing a tenant to vacate a rental unit through an intentional misrepresentation or the concealment or omission of a material fact.

7. Threatening or taking action to terminate any tenancy including service of any notice to quit or other eviction notice or bringing action to recover possession of a rental unit based on facts which the landlord has no reasonable cause to believe to be true. No landlord shall be liable under this subsection for bringing an action to recover possession of a rental unit unless and until the tenant has obtained a favorable termination of that action.

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

9. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties or applicable law.

10. Inquiring as to the immigration or citizenship status of a tenant, prospective additional tenant, occupant, or prospective additional occupant of a rental unit, or requiring any of these people to make any statement, representation, or certification concerning their immigration or citizenship status.

11. Disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of a tenant, whether in retaliation for engaging in legally protected activities or to influence them to vacate or for any other reason.

12. Disclosing or threatening to disclose information about a tenant to any government entity for engaging in legally protected activities or to influence them to vacate.

13. Engaging in an activity prohibited by federal, state, or local housing anti-discrimination laws.

14. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations and unions.

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16. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.

I have cited above sections 1,2,6 8, 12, 13, 16. Notes: the owner eliminated maintenance and parking; has not repaired the intercom; owner falsely said we needed to vacate the unit in order to get repairs; omission: the owner has failed to repair or replace the intercom, failed to assign tandem parking, failed to respond to my requests for housing services; and thus interfered with my peaceful enjoyment of the rental property; disclose information about a tenant to any government entity for engaging in legally protected activities; Engaging in an activity prohibited by federal, state, or local housing anti-discrimination laws, i.e denying housing services in retaliation because I complained; repeated acts or omissions that disturb my peace and quiet and are caused to make me waive my rights to maintenance and parking; telling government entity Judges that I do not have the entitlement to fair housing and full and equal housing services. As evidence I also cite city documents code violation complaints 656619, 657148, 657264, 657320, 657379, 657732, 658142, 659418, 783, 277, 750967, 747820, 747009, 746447, 742716, 715404, 799574, city clerk records requests 21-10616, 21-10536. Please let me know if you need additional information.

While the actions of the respondents have likely been for reasons of personal racial bias and retaliation against me, their actions are also a “knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose”. The actions of omission, and denying maintenance and parking as stated herein, violate LAMC section article 5.3., have damaged and harmed me as stated herein and serve no legitimate or lawful purpose.

Please investigate this as a criminal offense under section 45.36 for harassment and I request the Respondents be assessed fines and serve jail time.

All rights reserved.

/s/Geary J. Johnson

Geary J. Johnson

A Black American

Tenant- Rent controlled Building

ENCLOSED:

(email) 10/14/21 - Liliana: Show me the intercom repair and parking stall.
DFEH cases 202109-14875226; 202109- 14667204 (Johnson vs Hi Point 1522 LLC). Unruh Act

(EMAIL) Your Notice to Enter Premises dated July 28, 2021

- 8/2/21 DATED

1522 Hi Point St 9
Los Angeles CA 90035
323-807-3099

NOVEMBER 30, 2021

USPS PRIORITY MAIL

9405 5118 9956 0462 7777 48

City attorney's office
City prosecutor
City Hall East Suite 800
Los Angeles CA 90012

“As the City’s chief prosecutor, the City Attorney prosecutes all misdemeanor criminal offenses and infractions occurring in the City of Los Angeles. The City Attorney works closely with local law enforcement agencies to prosecute crimes through the Criminal Branches of the City Attorney’s Office located throughout Los Angeles. The City Attorney’s Office is also a resource for victims and witnesses of crimes, and provides a network of referral services as well as crisis intervention and support. Additionally, the City Attorney administers a number of citywide crime prevention initiatives focused on preserving the quality of life throughout Los Angeles’ neighborhoods.(City website)”

Discrimination “foments domestic strife and unrest, deprives the state of the fullest utilization of its capacities for development and advancement, and substantially and adversely affects....the public in general....The practice of discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in housing accommodations is declared to be against public policy.” GOVT CODE.

Complaint re LAMC Article 5.3 Tenant Harassment Ordinance

Claimant

Geary J. Johnson

Respondent

Hi Point 1522 LLC
8885 Venice Blvd #205
Los Angeles CA 90034
Phone 310-593-3955

Power Property Management Inc.
8885 Venice Blvd #205
Los Angeles CA 90034
Phone 310-593-3955

Introduction

This summary is meant to be indicative but not all inclusive.

My position

The rent agreement entitles me to maintenance. All I have to do is report the item to the owner.” Tenant “shall advise owner immediately of any equipment malfunction”. There is no indication in the rent agreement that the “intercom” is to be excluded from maintenance. The “intercom” is included in maintenance; the agreement refers to maintenance as “including but not limited to”. The only item excluded from owner maintenance is any item in the unit solely the personal property of the tenant. There was a working intercom at the property when it was built. In

2014, the new owner Hi Point Apts LLC (not to be confused with Hi Point 1522 LLC) and his agents assumed responsibility for the intercom system and decided to replace it with a new system and installed corresponding devices to the front door and 15 apartment units except for units 9, 8, 5. (My unit is #9). At the time there was no reason given why all intercoms were not replaced. Each units that received a new intercom experienced other renovations and total elapsed time was 2 months each unit, so the time to replace an intercom could be estimated at less than 2 months. Intercoms were replaced between 2014 and 2018, and 9,8,5 remained unusable. Around 2015, the DFEH claims the owner said unit 9 intercom was not replaced because (1) we are long term tenants (2) he replaces intercoms when he has the opportunity and (3) he only provides new intercoms to vacant units. So we would have to vacate the unit to get the repairs. Most of what the DFEH claims the owner said does not appear in my rent agreement or house rules; since 2014 the owner has had ample opportunity to repair or replace the intercom, and been in the unit for numerous other repairs, but has not repaired or replaced the intercom.

According to the LAMC, and the state health and safety code, “maintenance” is s housing service and constitutes “health and safety”. The filing of a code violation complaint gives the city government (code enforcement) the authority to investigate whatever is claimed in the complaint.

The rent agreement entitles me to parking. The rent agreement details that two stalls are available for parking 1 and parking 2. Pictures of the property indicate there were tandem stalls available at the time the building was built - building CFO- and at the time renter entered into the agreement 2010. In 2014 the owner indicated by notice 4/9/2014 “Notice of Change of terms of tenancy” that tandem parking stalls were available for “first come first served” and \$50 per month. The LAMC however, prohibits the owner from charging a tenant a fee for services that were available at the inception of the tenancy, i.e. tandem parking was available in 2010 tenancy included in the rent.

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The city government position:

The city Los Angeles government code enforcement and rent stabilization departments feel they do not have jurisdiction over the intercom system. They feel the intercom was not working when our tenancy started (but it was in the unit and on the outside of the building) and that is their reason for not ordering the repair or replacement. I do not agree with the city's position. Nevertheless, in 2015, a malicious and racist city government, ordered us to pay a rent increase for five years ("capital improvements") which included payment for an intercom system not available to unit 9 tenants, and a parking gate not available to me. About \$17.00 month was the rent increase for five years. The intercom system is connected to the same front door as the key pad system and both were replaced at the same time. An order from the county health department that the owner repair, replace, or remove the intercom was ignored by the city and the owner. IMO the county viewed the non-working intercom as a private and public nuisance, i.e the public, relatives, and maintenance workers are stopped from being able to communicate to unit 9 tenants. I have explained to code enforcement that the filing of a complaint gives them jurisdiction as well as the filing of a REAP complaint. The REAP department has been unresponsive.

The city position on the parking is that the parking for two cars was not "available" at the inception of the tenancy, therefore they have no jurisdiction. Again I disagree with the city's position as stated above. The city stated that I should pay the \$50 per month even though the LAMC states the owner cannot charge any fees if the service was available at the inception of the tenancy. City documents show that the owner does not charge a separate fee for parking and that all parking is included in the rent paid. There is written documentation provided to the city that the owner has not painted the stripes in the parking lot, and that the owner has tandem stalls as well as guest stalls, which is not permitted under the LAMC or parking enforcement regulations. In the meantime as indicated to the city, I have asked to apply for the parking, and I applied for the parking at \$50 separate fee per month but there has been no response.

"Available" is defined as ready at a future date. At the time we signed the rental agreement, the two car stall for us in 2010 was "available" in a few days.

The facts of this case have been before numerous Judges, city departments, Department Fair Employment and Housing, Mayor and Council, and others, but I still cannot get maintenance to my intercom and be assigned to a second parking stall, such housing services that would take less than a day to supply. The city Rent Adjustment department has been silent on my complaints. “The Rent Adjustment Commission may make studies and investigations conduct hearings, and obtain information as it deems necessary to promulgate, administer and enforce any regulation, rule, or order adopted pursuant to this article. “ Ordinance.

I do not know the current owner’s position (Hi Point 1522 LLC) because they have not responded. On November 24, 2021 at 11:36 pm via email, I did advise the Respondents that I would be bringing a complaint against them under this Ordinance.

The parking issue has changed to the extent that as of two months ago the owner said there is available tandem stalls for \$50 extra per month, and the owner and agents have not responded to my application; to that extent the parking is not about damages from 2014 but damages for harassment for what is happening today regarding the parking.

The violations

Landlord. “Landlord” refers to any owner, lessor, sublessor, manager, and/or person, including any firm, corporation, partnership, or other entity, having any legal or equitable right of ownership or possession or the right to lease or receive rent for the use and occupancy of a rental unit, and whether acting as principal or through an agent or representative or successor of any of the foregoing. (Sec 45.32)

I underline the sections I believe are violations by the owner and agents and/or others:

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

1. Reducing or eliminating housing services required by a lease, contract or law, including the elimination of parking if provided in the tenant's lease or contract except when necessary to comply with a court order or local or state law, or to create an accessory dwelling unit or additional housing.

2. Failing to perform and timely complete necessary repairs and maintenance required by Federal, State, County, or local housing, health, or safety laws; or failure to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts.

3. Abuse of the right of access into a rental unit as established and limited by California Civil Code Section 1954, including entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection.

4. Threatening a tenant, by word or gesture, with physical harm.

5. Attempting to coerce the tenant to vacate with offer(s) of payments.

6. Misrepresenting to a tenant that the tenant is required to vacate a rental unit or enticing a tenant to vacate a rental unit through an intentional misrepresentation or the concealment or omission of a material fact.

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Please investigate this as a criminal offense under section 45.36 for harassment and I request the Respondents be assessed fines and serve jail time.

All rights reserved.

/s/Geary J. Johnson

Geary J. Johnson

A Black American

Tenant- Rent controlled Building

ENCLOSED:

(email) 10/14/21 - Liliana: Show me the intercom repair and parking stall.
DFEH cases 202109-14875226; 202109- 14667204 (Johnson vs Hi Point 1522 LLC). Unruh Act

(EMAIL) Your Notice to Enter Premises dated July 28, 2021

- 8/2/21 DATED

C23-110242

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GEARY JOHNSON
1522 HI POINT ST APT 9
LOS ANGELES CA 90035

SHIP TO:
City Attorney Office
City Hall East Suite 800
Los Angeles CA 90012

200 N. MAIN STREET



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9405 5112 0620 3799 4085 77

1522 Hi Point St 9
Los Angeles CA 90035
323-807-3099

NOVEMBER 30, 2021

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City attorney's office
City prosecutor
City Hall East Suite 800
Los Angeles CA 90012

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Complaint re LAMC Article 5.3 Tenant Harassment Ordinance

Claimant

Geary J. Johnson

Respondent

Hi Point 1522 LLC
8885 Venice Blvd #205
Los Angeles CA 90034
Phone 310-593-3955

Power Property Management Inc.
8885 Venice Blvd #205
Los Angeles CA 90034
Phone 310-593-3955

Introduction

This summary is meant to be indicative but not all inclusive.

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9405 5112 0620 3799 4085 77
of 43 pages

150 N Robertson Blvd., Suite 300
Beverly Hills, CA 90211
T. 310.652.2562 F. 310.967.3698

4/12/2023

Re: Geary Johnson
DOB: 10/27/1953

To Whom It May Concern:

I am the treating physician for housing tenant Geary Johnson. The patient has a medical condition that limits his major life activities. As a result of his disability, he occasionally experiences episodes of disorientation and dizziness, balance issues, and trouble maintaining body fluids.

Because of this disability, he seeks an accommodation from the housing provider for

- (1) The repair or replacement of the unit's intercom system and
- (2) Assignment to a tandem parking stall in the secured parking lot at Geary Johnson's residence which is 1522 Hi Point St Apt 9, Los Angeles, California 90035.

The housing services requested will help maintain the health of Geary Johnson by assuring that he will be able to receive intercom notification of food, medical supplies, and emergency responders; being assigned to a secured tandem parking stall will assure that the patient's health is protected i.e. walking, standing, lifting, bending and so he will not be exposed to the health hazards of street parking during the use of his vehicle.

Providing the housing services requested will help reduce their feelings of anxiety of not receiving mail or deliveries because of a lack of working intercom and anxiety felt when not being able to park his vehicle in a secured area.

For any other questions please feel free to contact me at our office (310)-652-2562.

Sincerely,
Dr. Marcus Tellez, DO

4/12/23



**GEARY JUAN
JOHNSON**

1522 HI POINT
STREET APT 9
LOS ANGELES CA
90035

323-807-3099

Friday February 3, 2023

Via USPS Priority Mail

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

Mayor Karen Bass
City of Los Angeles
City Hall
200 N. Spring Street
Los Angeles CA 90012

Enclosed:

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

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

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

Communication from the Public 22-1200-S67

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

Sincerely,

Geary Juan Johnson

email: tainmount@sbcglobal.net

Unruh-CC 51,53

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

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

Via USPS Priority Mail

May 31, 2023

9405 5112 0620 3799 4085 77

City attorney's office
City Hall East Suite 800
Los Angeles CA 90012

See notice of attachments sent via email

C 23- 110242

Also see letter 11-30-21.



**GEARY JUAN
JOHNSON**

1522 HI POINT
STREET APT 9
LOS ANGELES CA
90035

323-807-3099

Friday February 3, 2023

Via USPS Priority Mail

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Mayor Bass Named in CRD Race case**

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City of Los Angeles
City Hall
200 N. Spring Street
Los Angeles CA 90012

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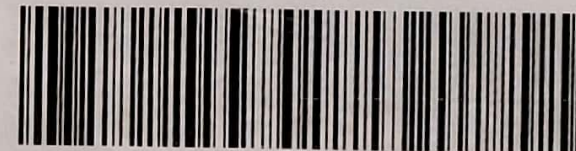
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GEARY JOHNSON
1522 HI POINT ST APT 9
LOS ANGELES CA 90035

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SHIP TO: MAYOR KAREN BASS
CITY OF LOS ANGELES CITY HALL
200 N SPRING ST STE 303
LOS ANGELES CA 90012-3239

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My doctor said I need the housing accommodation of assigned tandem parking and working intercom in my unit. When will the city government employees be able to provide me with that?

Or what are the qualifications for a Blackman in America to be provided those accommodations?

1522 HI POINT ST 9
LOS ANGELES CA 90035
323-807-3099
email: tainmount@sbcglobal.net

Saturday June 24, 2023

Via US Mail

California Department of Real Estate

320 West 4th Street, Suite 350
Los Angeles, CA 90013-1105

Facsimile 213-620-6442

DRE #1-23-0217-015

Department of Real Estate
320 W. 4th Street Suite 350
Attention Lizette Castro
Los Angeles CA 90013-1105

The Respondent (s) is DRE #01866167 and
DRE #01443898

Summary

I believe the Respondents have engaged in fraud and dishonest dealing as detailed under the jurisdiction of the State Real Estate Commissioner. The licensees have failed to exercise reasonable supervision in managing the property at 1522 Hi Point St Unit 9, Los Angeles CA 90035. Section 10177 (b) and (c) B&P code. Fraud is defined as wrongful or criminal

deception intended to result in financial or personal gain (Google). Dishonest is defined as intended to mislead or cheat.

Since March 21, 2023, I have made further communications with the Respondent Thomas Khammar who works at Power Property Management Inc. My contacts have been thru email, fax, voicemail, and postal mail. There has been no response from Khammar.

As of today's date, my intercom in my unit remains non-functioning. I also have not been assigned a tandem parking stall.

I am attaching a letter from my doctor requesting accommodation intercom and tandem parking, such letter dated 4/12/23. I also attach the Notice of Case closure dated December 28, 2022 where the city indicates the owner and agent Thomas Khammar engaged in harassment by not addressing repairs and interfering with the comfort, peace, and enjoyment of the unit.

On May 19, 2023, I witnessed at this address: The intercom in my unit is supposed to connect to the control box at the front door of the building. On May 19 I witnessed maintenance removed the control box attached to the front of the building. They installed an Akuvox SmartphoneApp Based Door Entry System. That system is not connected to the intercom in my unit. I received no advance notice from Thomas Khammar that the front of building intercom control box would be removed. I have received no communication from Thomas Khammar explaining the use of the Akuvox although I have written him by email or fax over seventeen times since May 19, 2023. I was forced to contact the Akuvox supplier directly who indicated there is a cost to use the system, and that a smartphone and internet is needed to access the system. Khammar has been notified that he has not provided me with the smartphone or internet to use the Akuvox system. Between 2015 and 2021 I paid extra rent money for the installation of the front door control box and keypad system. The keypad system was also removed May 19, 2023 which resulted in delivery drivers USPS, UPS, Fed Ex, guests not being able to access my unit. My endorsed rent checks state that I am paying for rent, intercom repair, and tandem parking. A communication from Akuvox says there is a monthly fee involved to use the system after a 30 day free trial, but Khammar refuses to address this. There has been no agreement on my part that I have to use a smartphone and internet to use any housing services in my apartment.

Khammar and Power Property Management Inc. has demonstrated negligence or incompetence in performing an act for which the officer, director, or person is required to hold a license. ; as a broker licensee, failed to exercise reasonable supervision over the activities of that licensee's salespersons, or, as the officer designated by a corporate broker licensee, failed to exercise reasonable supervision and control of the activities of the corporation for which a real estate license is required; Engaged in any other conduct, whether of the same or of a different character than specified in this section, that constitutes fraud or dishonest dealing.

The facts herein indicate Khammar has also engaged in fraud and dishonest dealing.

Please revoke the real estate license of Thomas Khammar.

Geary J. Johnson
1522 Hi Point St 9
Los Angeles CA 90035

Ph 323-807-3099

c: Thomas Khammar at Power Property Management Inc.

JURISDICTION OF REAL ESTATE COMMISSIONER

Reference from <https://dre.ca.gov/Consumers/FileComplaint.html>

What we can do

We investigate complaints against real estate brokers and salespersons accused of misleading or defrauding consumers. If we can prove a violation of the Real Estate Licensing Law, a formal hearing may be held which could result in the revocation or suspension of the agent's license. We investigate complaints against subdividers accused of violating subdivision laws. If we can prove a violation, further sales may be stopped until such time as the violations are corrected. We may be able to facilitate resolution of your dispute or issue. In some instances consumers may obtain assistance from the Department's Complaint Resolution Program to resolve simple complaints involving real estate licensees. For more information see the [Complaint Resolution Program page](#).

What we Cannot Do

We cannot act as a court of law, so we cannot order that monies be refunded, contracts be canceled, damages be awarded, etc. If you have this type of problem, you should consult an attorney.

We cannot give legal advice or act as your attorney.

Investigations are made by the Department of Real Estate's Enforcement Section on the basis of written complaints received from the public. To initiate an investigation, the DRE must determine two things:

1. That the individuals or companies involved are under the DRE's jurisdiction. The Department has jurisdiction over real estate licensees, subdividers and unlicensed persons who have performed acts which require a real estate license. See [Real Estate License Look-Up](#) to find out if an individual or company is licensed by the DRE.
2. That the complaint relates to possible violations of the [Real Estate Law and Subdivided Lands Law](#)

Issuance or Denial of Public Report

11018. The Real Estate Commissioner shall make an examination of any subdivision, and shall, unless there are grounds for denial, issue to the subdivider a public report authorizing the sale or lease in this state of the lots or parcels within the subdivision. The report shall contain the data obtained in accordance with Section 11010 and which the commissioner determines are necessary to implement the purposes of this article. The commissioner may publish the report. The grounds for denial are:

(a) Failure to comply with any of the provisions in this chapter or the regulations of the commissioner pertaining thereto.

- (b) The sale or lease would constitute misrepresentation to or deceit or fraud of the purchasers or lessees.
- (c) Inability to deliver title or other interest contracted for.
- (d) Inability to demonstrate that adequate financial arrangements have been made for all offsite improvements included in the offering.
- (e) Inability to demonstrate that adequate financial arrangements have been made for any community, recreational or other facilities included in the offering.
- (f) Failure to make a showing that the parcels can be used for the purpose for which they are offered; and in the case of a subdivision being offered for residential purposes failure to make a showing that vehicular access and a source of potable domestic water either is available or will be available.
- (g) Failure to provide in the contract or other writing the use or uses for which the parcels are offered, together with any covenants or conditions relative thereto.
- (h) Agreements or bylaws to provide for management or other services pertaining to common facilities in the offering, which fail to comply with the regulations of the commissioner.

Required Courses

10170.5. (a) Except as otherwise provided in Sections 10153.4 and 10170.8, a real estate license shall not be renewed unless the commissioner finds that the applicant for license renewal has, during the four-year period preceding the renewal application, successfully completed the 45 clock hours of education provided for in Section 10170.4, including all of the following:

- (7) In addition to paragraphs (1) to (6), inclusive, a broker shall complete a three-hour course in the management of real estate offices and supervision of real estate licensed activities that shall include, but need not be limited to, the requirements described in subdivision (a) of Section 10159.7 and Section 10164.
- (8) Not less than 18 clock hours of courses or programs related to consumer protection, and designated by the commissioner as satisfying this purpose in the commissioner's approval of the offering of these courses or programs, which shall include, but not be limited to, forms of real estate financing relevant to serving consumers in the marketplace, land use regulation and control, pertinent consumer disclosures, agency relationships, capital formation for real estate development, fair practices in real estate, appraisal and valuation techniques, landlord-tenant relationships, energy conservation, environmental regulation and consideration, taxation as it relates to consumer decisions in real estate transactions, probate and similar disposition of real property, governmental programs such as revenue bond activities, redevelopment, and related programs, business opportunities, mineral, oil, and gas conveyancing, and California law that relates to managing community associations that own, operate, and maintain property within common interest developments, including, but not limited to, management, maintenance, and financial matters addressed in the Davis-Stirling Common Interest Development Act (Part 5 (commencing with Section 4000) of Division 4 of the Civil Code).
- (9) Other courses and programs that will enable a licensee to achieve a high level of competence in serving the objectives of consumers who may engage the services of licensees to secure the transfer, financing, or similar objectives with respect to real property, including organizational and management techniques, including relevant information to assist a salesperson or broker in understanding how to be effectively supervised by a responsible broker or branch manager, that will significantly contribute to this goal.

10153.2. (a) An applicant to take the examination for an original real estate broker license shall also submit evidence, satisfactory to the commissioner, of successful completion, at an accredited institution, of:

- (1) A three-unit semester course, or the quarter equivalent thereof, in each of the following:
 - (A) Real estate practice, which shall include both of the following:
 - (i) A component on implicit bias, including education regarding the impact of implicit bias, explicit bias, and systemic bias on consumers, the historical and social impacts of those

biases, and actionable steps students can take to recognize and address their own implicit biases.

(ii) A component on federal and state fair housing laws as those laws apply to the practice of real estate. The fair housing component shall include an interactive participatory component, during which the applicant shall role play as both a consumer and real estate professional.

(B) Legal aspects of real estate.

(C) Real estate appraisal.

(D) Real estate financing.

(E) Real estate economics or accounting.

(2) A three-unit semester course, or the quarter equivalent thereof, in three of the following:

(A) Advanced legal aspects of real estate. (B) Advanced real estate finance.

(C) Advanced real estate appraisal.

(D) Business law.

(E) Escrows.

(F) Real estate principles.

(G) Property management.

(H) Real estate office administration.

(I) Mortgage loan brokering and lending. (J) Computer applications in real estate.

(K) On and after July 1, 2004, California law that relates to common interest developments, including, but not limited to, topics addressed in the Davis-Stirling Common Interest Development Act (Part 5 (commencing with Section 4000) of Division 4 of the Civil Code) and in the Commercial and Industrial Common Interest Development Act (Part 5.3 (commencing with Section 6500) of Division 4 of the Civil Code).

Suspension or Bar Order

10087. (a) In addition to acting pursuant to the authority provided under Sections 10086, 10176, and 10177, the commissioner may, after appropriate notice and opportunity for a hearing, by order, suspend, bar from any position of employment, management, or control, or bar from participation in an examination for licensure, for a period not exceeding 36 months, a real estate salesperson or real estate broker, or an unlicensed person issued an order under Section 10086, if the commissioner finds either of the following:

(1) That the suspension or bar is in the public interest and that the person has committed or caused a violation of this division or rule or order of the commissioner, which violation was either known or should have been known by the person committing or causing it or has caused material damage to the public.

(2) That the person has been convicted of or pleaded nolo contendere to any crime, or has been held liable in any civil action by final judgment, or any administrative judgment by any public agency, if that crime or civil or administrative judgment involved any offense involving dishonesty, fraud, or deceit, or any other offense reasonably related to the qualifications, functions, or duties of a person engaged in the real estate business in accordance with the provisions of this division.

(b) Within 15 days from the date of a notice of intention to issue an order pursuant to subdivision (a), the person may request a hearing under the Administrative Procedure Act (Chapter 4.5 (commencing with Section 11400) of Division 3 of Title 2 of the Government Code). If no hearing is requested within 15 days after the mailing or service of that notice and none is ordered by the commissioner, the failure to request a hearing shall constitute a waiver of the right to a hearing.

(c) Upon receipt of a notice of intention to issue an order pursuant to this section, the person who is the subject of the proposed order is immediately prohibited from engaging in any business activity involving real estate that is subject to regulation under this division.

(d) Persons suspended or barred under this section are prohibited from participating in any business activity of a real estate salesperson or a real estate broker and from engaging in any real estate-related business activity on the premises where a real estate salesperson or real

estate broker is conducting business. Persons suspended or barred under this section are also prohibited from participating in any real estate-related business activity of a finance lender, residential mortgage lender, bank, credit union, escrow company, title company, or underwritten title company. Persons suspended or barred from a position of employment, management, or control under this section are also barred from participating in examinations for licensure.

Some Managers and Employees Exempt

10131.01. (a) Subdivision (b) of Section 10131 does not apply to (1) the manager of a hotel, motel, auto and trailer park, to the resident manager of an apartment building, apartment complex, or court, or to the employees of that manager, or (2) any person or entity, including a person employed by a real estate broker, who, on behalf of another or others, solicits or arranges, or accepts reservations or money, or both, for transient occupancies described in paragraphs (1) and (2) of subdivision (b) of Section 1940 of the Civil Code, in a dwelling unit in a common interest development, as defined in Section 4100 of the Civil Code, in a dwelling unit in an apartment building or complex, or in a single-family home, or (3) any person other than the resident manager or employees of that manager, performing the following functions, who is the employee of the property management firm retained to manage a residential apartment building or complex or court and who is performing under the supervision and control of a broker of record who is an employee of that property management firm or a salesperson licensed to the broker who meets certain minimum requirements as specified in a regulation issued by the commissioner:

- (A) Showing rental units and common areas to prospective tenants.
- (B) Providing or accepting preprinted rental applications, or responding to inquiries from a prospective tenant concerning the completion of the application.
- (C) Accepting deposits or fees for credit checks or administrative costs and accepting security deposits and rents.
- (D) Providing information about rental rates and other terms and provisions of a lease or rental agreement, as set out in a schedule provided by an employer.
- (E) Accepting signed leases and rental agreements from prospective tenants.

(b) A broker or salesperson shall exercise reasonable supervision and control over the activities of non licensed persons acting under paragraph (3) of subdivision (a).

(c) A broker employing non licensed persons to act under paragraph (3) of subdivision (a) shall comply with Section 10163 for each apartment building or complex or court where the non licensed persons are employed.

False Advertising

10140. Every officer, agent or employee of any company, and every other person who knowingly authorizes, directs or aids in the publication, advertisement, distribution or circularization of any false statement or representation concerning any land or subdivision thereof, as defined in Chapter 1 (commencing at Section 11000) of Part 2 of this division, offered for sale or lease, or,

if the land is owned by the State or Federal Government, which such person offers to assist another or others to file an application for the purchase or lease of, or to locate or enter upon, and every person who, with knowledge that any advertisement, pamphlet, prospectus or letter concerning any said land or subdivision, as defined in Chapter 1 (commencing at Section 11000) of Part 2 of this division, contains any written statement that is false or fraudulent, issues, circulates, publishes or distributes the same, or causes the same to be issued, circulated, published or distributed, or who, in any other respect, willfully violates or fails to comply with any of the provisions of this section, or who in any other respect willfully violates or fails, omits or neglects to obey, observe or comply with any order, permit, decision, demand or requirement of the commissioner under this section, is guilty of a public offense, and shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not exceeding one year, or by both such fine and imprisonment, and, if a real estate licensee, he shall be held to trial by the commissioner for a suspension or revocation of his license, as provided in the provisions of this part relating to hearings. The district attorney of each county in this State shall prosecute all violations of the provisions of this section in respective counties in which the violations occur.

Broker Defined

10131. A real estate broker within the meaning of this part is a person who, for a compensation or in expectation of a compensation, regardless of the form or time of payment, does or negotiates to do one or more of the following acts for another or others:

- (a) Sells or offers to sell, buys or offers to buy, solicits prospective sellers or buyers of, solicits or obtains listings of, or negotiates the purchase, sale, or exchange of real property or a business opportunity.
- (b) Leases or rents or offers to lease or rent, or places for rent, or solicits listings of places for rent, or solicits for prospective tenants, or negotiates the sale, purchase, or exchanges of leases on real property, or on a business opportunity, or collects rents from real property, or improvements thereon, or from business opportunities.
- (c) Assists or offers to assist in filing an application for the purchase or lease of, or in locating or entering upon, lands owned by the state or federal government.
- (d) Solicits borrowers or lenders for or negotiates loans or collects payments or performs services for borrowers or lenders or note owners in connection with loans secured directly or collaterally by liens on real property or on a business opportunity.
- (e) Sells or offers to sell, buys or offers to buy, or exchanges or offers to exchange a real property sales contract, or a promissory note secured directly or collaterally by a lien on real property or on a business opportunity, and performs services for the holders thereof.

Further Grounds for Disciplinary Action

10177. The commissioner may suspend or revoke the license of a real estate licensee, delay the renewal of a license of a real estate licensee, or deny the issuance of a license to an applicant, who has done any of the following, or may suspend or revoke the license of a corporation, delay the renewal of a license of a corporation, or deny the issuance of a license to a corporation, if an officer, director, or person owning or controlling 10 percent or more of the corporation's stock has done any of the following:

- (g) Demonstrated negligence or incompetence in performing an act for which the officer, director, or person is required to hold a license.
- (h) As a broker licensee, failed to exercise reasonable supervision over the activities of that licensee's salespersons, or, as the officer designated by a corporate broker licensee, failed to exercise reasonable supervision and control of the activities of the corporation for which a real estate license is required.

(j) Engaged in any other conduct, whether of the same or of a different character than specified in this section, that constitutes fraud or dishonest dealing.

Fraud in a Civil Action

10177.5. When a final judgment is obtained in a civil action against any real estate licensee upon grounds of fraud, misrepresentation, or deceit with reference to any transaction for which a license is required under this division, the commissioner may, after hearing in accordance with the provisions of this part relating to hearings, suspend or revoke the license of such real estate licensee.

The effect of racism and corruption

How many city employees out of 50,000 workers does it take to say the REAP division will repair your unit intercom and assign you a tandem parking stall today?



CALIFORNIA
ASSOCIATION
OF REALTORS®

NOTICE OF CHANGE IN TERMS OF TENANCY
(C.A.R. Form, CTT, Revised 4/03)

To: Geary Johnson Byron Wilson ("Tenant")
and any other occupant(s) in possession of the premises located at:
(Street Address) 1522 H. Point St (Unit/Apartment #) 9
(City) LOS ANGELES (State) CA (Zip Code) 90033 ("Premises").

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on 5/9/14, whichever is later.
All other terms and conditions of your tenancy shall remain unchanged.

1. Rent shall be \$ _____ per month.

(NOTE: Pursuant to California Civil Code § 827, if the change increases the rent to an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on _____, whichever is later.)

2. Security deposit shall be increased by \$ _____.

3. Other: Vacate car park space #14
You're allocated car park space is #18

Random car park spaces are available on a first come first served basis for an additional charge of \$150 per month
Contact Cliff Pearson 310 539 4475 or cliff@cliffpearson.com

If this Notice increases the rent charged, and is served by mailing, it was mailed on _____ (Date)
at _____ (Location)

Landlord Cliff Pearson Date 4/9/14
(Owner or Agent)

TENANT CONSENT TO EXTENSION OR RENEWAL OF LEASE

If this Notice extends or renews an existing lease term, by signing below, Tenant acknowledges and agrees to such extension or renewal.

Tenant Geary J. Johnson Date 11/4/21
Tenant _____ Date _____

By signing below, Landlord acknowledges Tenant's consent to extension or renewal of lease

Landlord _____ Date _____
(Owner or Agent)

Landlord _____
(Print Name)

(Keep a copy for your records)

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Reviewed by _____ Date _____



CTT REVISED 4/03 (PAGE 1 OF 1)

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

Agent: Patrick Hale Phone: 310 311 1234 Fax: 310 311 1234 Prepared using WinForm® software
Broker: Realty Source Inc. 310 311 1234

Ann Sewill, General Manager
Tricia Keane, Executive Officer

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

City of Los Angeles



Karen R. Bass, Mayor

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

December 28, 2022

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

Notice of Case Closure

LAHD Case Number: CE273371

Complaint Address: 1522 S HI POINT ST, #9, Los Angeles, CA 90035

Alleged Violation(s): Illegal Rent Increase, Reduction of Services, Harassment

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

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

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

Cordially,

AGASSI TOPCHIAN, Manager
Investigation and Enforcement Section