

Communication from Public

Name: G Juan Johnson
Date Submitted: 01/07/2022 12:45 PM
Council File No: 21-1440
Comments for Public Posting: City attorney Mike Feuer Asked to Enforce city Tenant Anti-Harassment Law against Hi Point 1522 LLC and Power Property Management Inc. See attached complaint.

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.

///

///

///

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.

15. Interfering with a tenant's right to privacy or requesting information that violates a tenant's right to privacy, including, but not limited to, residency or citizenship status or social security number, except as authorized by law.

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

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