

Communication from Public

Name: Geary Juan Johnson

Date Submitted: 09/21/2022 12:28 PM

Council File No: 12-0049-S26

Comments for Public Posting: LA Council file number 12-0049-S26. To: Homelessness and Poverty Committee. I support this matter provided there is more fiscal accountability. Council File number 21-0252. This matter needs greater fiscal accountability. 20-0297. City Council File Number. For this matter, we need greater fiscal accountability. Re Homelessness and Poverty as linked to city government denial of housing services. References: As posted to Citywatch 9/19/22 (author redacted). "You are zeroing in on how LA is run. The FBI is not about to upset the apple cart. Rather, they attack people who threaten the corrupt situation at LA City Council. Criminality is more than accepted in LA. It is open and notorious and protected. Is anyone so naive as to believe that Caorso's \$125,000.00 to Garcetti's Mayor's Fund was not a bribe? Did you notice that the Jose Huizar investigated was ended just before the project was presented to city council? Why? Because the FBI did not want to acknowledge that the city council is a Criminal Enterprise based upon bribery which Penal Code 86 outlawed. Huizar and the other councilmembers could not get such favors from developers unless they could guarantee passage of their project. The Council's criminal vote trading system allows a developer to bribe only one councilmember (plus the mayor) in order to guarantee unanimous approval of any project." References: "James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church." From email "Re: Your letter re Satellite Dish - (Harassment Under City Ordinance 187109) (Breach of the rental agreement by the owner)". Received by council members 9/8/22 at 1:22 pm (attached). Also appears on the internet. "Racism practiced by Hi Point 1522 LLC" <https://wp.me/P57D2C-1eX>. "Choosing Lesser Evils" <https://www.randomlengthsnews.com/archives/2022/09/07/random-letters-9-1-22/41445> . Reference city clerk records site <https://recordsrequest.lacity.org/requests/22-8835> . To Mayor and Council 8/24/22. Attached email. "Please let me know will your tomorrow repair personnel be addressing the intercom repair and parking assignment. I have also offered to pay additional for repair of the intercom, but there has been no response from your office. Your lack of response and actions stated herein is a violation of the city Tenant Anti-Harassment Ordinance. Housing services are not discretionary as they are dependent on the rent agreement (as well as federal, state, and local laws) which states we are entitled to parking for 2 vehicles and maintenance "including but not limited to" the intercom system. If you are unsure of your obligations in this regard, please read the rent agreement. The law states that 35 days is a reasonable amount of time for repairs; it has been years since these housing issues, maintenance intercom and parking, have been pending. In a perfect world, free of racism from Whites, Blacks, Hispanics, Ethiopians, etc. I would only have to request housing services once, or at the most twice." See public records request at "I am still trying to determine the full extent of the city employee's conspiracy and acting in concert with the Property owner Hi Point 1522 LLC to continue to deny unit 9 tenants tandem parking and a properly maintained and working intercom system. Recently city employee Richard Brinson finally admitted that the city government has jurisdiction over the intercom system. Due to Brinson's racism against me, he was not able to explain why the city has not ordered the repair of the intercom. Past excuses of the city/owner are that we are long term tenants, he only provides new intercoms to new tenants, he has not had the opportunity to repair, he needs to rewire the building, maintenance was not available when we signed the tent agreement, he (Hi Point 1522 LLC) did not receive my requests for maintenance, etc. Thousands of apartment buildings/condos across the city have working intercoms. Why as Black Americans is unit 9 tenants denied intercom repair for over seven years?" Public Records Request 22-7840 re Services and Ethics (Aug 3 2022) . <https://lacity.nextrequest.com/requests/22-7840> . Attached 2022-9-5 Email Continuing Violations: Subject "Continuing Violations of the city Rent Stabilization and Harassment

Ordinance - LAHD case CE271455".

Continuing Violations of the city Rent Stabilization and Harassment Ordinance - LAHD case CE271455

From: G Johnson (tainmount@sbcglobal.net)

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

Cc: lahd.reap@lacity.org

Date: Monday, September 5, 2022 at 02:09 PM PDT

LAHD case CE271455

Continuing Reduction of Services

Complaint re LAMC Article 5.3 Tenant Harassment Ordinance

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 (Department of Fair Employment and Housing) 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. In 2015, the owner had not raised any legitimate business reasons for its actions against myself as tenant.

According to the LAMC, and the state health and safety code, "maintenance" is a 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. We renew our rent agreement every month with payment, and that rent agreement renews the owner obligation to provide "maintenance" and repairs; "necessary" repairs include those requested by the tenant.

On November 24, 2021 at 11:36 pm via email, I did advise the new owner **Hi Point 1522 LLC** that I would be bringing a LAHD 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 money 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.

Your reduction of housing services is considered "harassment" under **LAMC Article 5.3.**

Your acts and omissions herein interfere with my right to use and enjoy the rental unit, as I am prohibited from using the intercom and prohibited from using the housing service gated parking lot, all continuing wrongs that occur after you have continued to accept my monthly rent payments in exchange for such rent and housing services.

All rights reserved.

Geary J. Johnson

A Black American

Tenant- Rent controlled Building

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323-807-3099

REFERENCES

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