

Communication from Public

Name: PATRICIA HUTSLER

Date Submitted: 10/30/2023 05:03 PM

Council File No: 20-0407-S1

Comments for Public Posting: I strongly oppose the proposed rent freeze extension. I oppose Agenda Item #12 (council file #20-0407-S1). Tuesday is Day 1336 since the start of the Covid rent freeze. All of my expenses related to maintaining my rental property have increased, in fact they have out-paced CPI inflation numbers. Utilities, insurance, SCEP, DWP and relocation fees have all increased. Inflation impacts both owners and renters. My renters are paying under-market rates. I need to raise their rent in order to stay in business. Sincerely, Patricia Hutsler

Communication from Public

Name: Ian Patton

Date Submitted: 10/30/2023 05:08 PM

Council File No: 20-0407-S1

Comments for Public Posting: I am a small landlord, owner of a 6-unit property on Sherbourne Drive, between Pico and the 10 Freeway. This property has been in my family for over five decades, since my immigrant grandfather came to LA (a refugee in the wake of World War II) with my grandmother (a Holocaust survivor) with their children, my young mother and uncle. They lived as tenants in one unit, my grandfather laboring as a house painter, and eventually acquired the building after receiving a loan from their landlord to buy it. None of our three generations have ever owned another apartment building. We are small landlords, who take care of our tenants and invest much of what we earn back into our buildings. Slowly crushing our will to stay in the business and provide some of the most affordable housing available in Los Angeles is a disastrous policy. Please begin the inevitable process of re-normalization of rents before the eventual change becomes too drastic for tenants to bear, while in the meantime small owners of the most affordable units sell and get out of the business. The new corporate landlords will be far less flexible, far less caring, and it will be a disaster for these tenants. PLEASE VOTE NO ON THIS ILL-ADVISED 6-MONTH EXTENSION TO THE FREEZE WHICH HAS GONE ON FOR NEARLY THREE YEARS NOW IN CONTRAVENTION OF THE BASIC COST-OF-LIVING ADJUSTMENT PRINCIPLES EMBEDDED IN THE LA RENT STABILIZATION ORDINANCE.

Communication from Public

Name:

Date Submitted: 10/30/2023 05:08 PM

Council File No: 20-0407-S1

Comments for Public Posting: L.A. Housing Committee to Deliberate on Rent Freeze Extension
The L.A. Housing Committee will deliberate a potential extension to the rent increase freeze that has already been in place since Mar. 4, 2020. Let the Housing Committee members know you oppose the proposed additional six-month freeze on rent increases. The most effective way to show your opposition is to show up in person at the City Hall. We came out in mass two weeks ago; this time, let's show up at City Hall! If you can't make it in person, please write to the L.A. Housing Committee and let them know that they need to come out of their elite ivory towers and realize that there is no other industry that is charging 2020 prices today. Let them know that this idea is as crazy as the city trying to operate on the old 2019 budget. Oppose Agenda Item #12 Time: 2:30 p.m. Wednesday, Nov. 1 (arrive early to ensure a chance to speak) Location: 200 N. Spring St., Los Angeles, CA 90012 John Ferraro Council Chamber (3rd floor) *Enter the building from Main Street Parking: 221 N. Los Angeles St., Los Angeles 300 E. Temple St., Los Angeles, (Lot 2) More Details More information about the newly proposed rent increase freeze The full Housing Committee Agenda Email or call the members of the Housing Committee: Nithya Raman andrea.conant@lacity.org 213 473-7004 Bob Blumenfield lisa.hansen@lacity.org 213 473-7003 Monica Rodriguez marie.rumsey@lacity.org 213 473-7007 John Lee josh.yeager@lacity.org 213 473-7012 Marqueece Harris Dawson joanne.kim@lacity.org 213 473-7008 Leave a written public comment for council file #20-0407-S1 using this form Sample Letter Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,

Eric Ross

Communication from Public

Name: Garlo Chan

Date Submitted: 10/30/2023 05:10 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Garlo Chan

Communication from Public

Name: Reliable Enterprises LLC

Date Submitted: 10/30/2023 05:16 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Reliable Enterprises LLC

Communication from Public

Name: Kim Bordenave-Priestley

Date Submitted: 10/30/2023 05:22 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Kim Bordenave-Priestley Your Name

Communication from Public

Name: Darius

Date Submitted: 10/30/2023 05:23 PM

Council File No: 20-0407-S1

Comments for Public Posting: Landlords are small business owners. All of our expenses have increased while we have not been allowed to keep up with inflation for almost four years. Please allow us to be able to recoup some of our expenses by allowing rent increases as agreed on February 1, 2024. I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Thank you for dismissing this proposal Sincerely,
Darius

Communication from Public

Name: Shaya Lowenstein

Date Submitted: 10/30/2023 05:14 PM

Council File No: 20-0407-S1

Comments for Public Posting: I strongly oppose the rent freeze extension. Since March 2020, every expense related to maintaining rental properties has risen significantly, including property maintenance, trash, utilities, property tax, insurance, etc. As you are aware, landlords have not been allowed to recoup any of that increase, as we have been locked into rents from early 2020. We are the only industry that is expected to maintain our prices from 2019 and ignore the four years of massive inflation and price increases. All this does is further discourage investment in Los Angeles housing, thereby making our housing affordability and homeless crisis worse than they already are. I appreciate you dismissing this proposal.

Communication from Public

Name:

Date Submitted: 10/30/2023 05:15 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely, Arvydas Jonusonis

Communication from Public

Name:

Date Submitted: 10/30/2023 05:27 PM

Council File No: 20-0407-S1

Comments for Public Posting: Councilmember Blumenfield vote YES on item 12 on Wednesday at the Housing & Homelessness Committee meeting. I am a renter in Los Angeles and I am deeply concerned about the upcoming 7-9% rent increase. This increase would place an enormous burden on my household and those of my neighbors, and it would increase evictions and homelessness. Renters are dealing with inflation too. It makes sense to raise the normal 3%-4% - but not this 7-9% increase. Not all Property owners lost any rent - I have been paying my rent all through the pandemic -the property where I live was just bought by someone this year - these new owners did not lose anything - I am the one who will lose significantly being hit with this unjust increase.

Communication from Public

Name: Greg Burns

Date Submitted: 10/30/2023 11:56 AM

Council File No: 20-0407-S1

Comments for Public Posting: I'm writing to ask Councilmember Blumenfield to vote YES on item 12 on Wednesday. I am a renter in Los Angeles and I am deeply concerned about the upcoming 7-9% rent increase. This increase would place an enormous burden on my household and those of my neighbors, and it would increase evictions and homelessness. Extend the rent freeze!

Communication from Public

Name: pi\$\$ed off provider

Date Submitted: 10/30/2023 05:44 PM

Council File No: 20-0407-S1

Comments for Public Posting: This is a disingenuous. We know the REAL reason Soto-Martinez is proposal precisely 6 months is because the new RSO increase rate gets updated on July 1, 2024. It is more than likely that updated rate will be 7%, more like 4-5%. What socialist Hugo, Eunisses, and Raman are doing is effectively stealing from hard working Angelenos and using as an excuse, "allowing time for the economic study to be completed and for LAHD to receive and compile recommendations." This is very disingenuous because the City Council and Housing Committee had 4 years to conduct studies but only conveniently doing so now. You should all resign immediately.

Communication from Public

Name: Cristina Hernandez Warfield

Date Submitted: 10/30/2023 05:27 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far outpacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal There is a better solution by meeting Landlord and Tenants in the middle and forming a real committee for these types of suggestions and solutions. Sincerely, Cristina

Communication from Public

Name: Eva

Date Submitted: 10/30/2023 05:23 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. This war on LA landlords needs to stop! We've been struggling to maintain the properties due to regular rent control and now it is just not possible at all. What is the plan here? To bankrupt all mom and pop landlords? So corporations can buy all the rentals and only then change the laws? Would you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Please stop war on landlords and dismiss this rent freeze extension.

Communication from Public

Name: Susan Catry

Date Submitted: 10/30/2023 05:24 PM

Council File No: 20-0407-S1

Comments for Public Posting: I strongly oppose the continuation of the rent freeze. I am a landlord with about 75 units in the City of Los Angeles. This is the only real estate we own and we depend on the income to pay our bills. Every year of the last 4 we have earned less and less. Our utility bills have increased over 10%. Our trash and recycling had almost doubled. SCEP fees have not only increased, we can no longer pass it all through to the tenants. Because of the rent freeze, landlords large and small are fleeing the area in favor of more profitable areas. This has suppressed the value of properties leading many have giving the keys to the lenders and walking away. I beg you to not extend the rent freeze. All of our tenants are making more money and we should be able to at least almost keep up with inflation. Thank you

Communication from Public

Name: EL View

Date Submitted: 10/30/2023 08:34 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Mark Lami

Communication from Public

Name: Olga Hernandez

Date Submitted: 10/30/2023 08:45 PM

Council File No: 20-0407-S1

Comments for Public Posting: Please vote yes, on item 12 I cannot afford a rent increase of 7% or 9% I am barely making ends meet I am currently not working and this would be devastating for me. I know this would affect many people and we already have too many homeless people. Please consider voting yes on item 12. It is very important that we do not receive a rent increase. I know many others cannot afford it either. Thank you for your time Olga Hernandez.

Communication from Public

Name: Bert Maas

Date Submitted: 10/30/2023 09:10 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Rents have already been frozen for 43 months! Yet, during the pandemic various government agencies (federal, state and local) have showered residents with significant amounts of cash. Savings rates during the pandemic skyrocketed to extreme levels, debt levels dropped and many low wage employees were actually earning more being unemployed than being employed due to the additional weekly \$600 on top of regular unemployment. According to the FED, the personal savings rate jumped from 6-7% to over 25% during the pandemic. While many people had a lot of excess cash, our rents have been frozen by the City, while the Committee did not tell Home Depot, Lowes, the plumber and electrician to not raise their prices. All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Rather than continuing to freeze the rents, we should be compensated for our rapidly shrinking margins. Not only is our financial livelihood in jeopardy, we are also forced to deal with an increasing burden of new regulations and restrictions. It has become increasingly difficult to be a small housing provider in the City of Los Angeles. We strongly advice you to dismiss this proposal! Thank you. Bert Maas

Communication from Public

Name:

Date Submitted: 10/30/2023 09:10 PM

Council File No: 20-0407-S1

Comments for Public Posting: To Whom It May Concern, I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. • I estimate that my fire and earthquake insurance have increased about 50% since the rent freeze went into effect • Maintenance and supply costs have skyrocketed too, without any rent increases to offset the high inflation in the past 3 years • I am near retirement age, and my duplex is my retirement! This isn't fair to small landlords who don't have a large corporate cushion to fall back on Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal. Sincerely, Neal Baker

Communication from Public

Name: Macha

Date Submitted: 10/30/2023 07:58 PM

Council File No: 20-0407-S1

Comments for Public Posting: I'm writing to ask Councilmember Blumenfield to vote YES on item 12 on Wednesday at the Housing & Homelessness Committee meeting. I am a renter in Los Angeles and I am deeply concerned about the upcoming 7-9% rent increase. This increase would place an enormous burden on my household and those of my neighbors, and it would increase evictions and homelessness. Extend the rent freeze-! And please make it reasonable when it does resume! 7-9% is NOT reasonable!

Communication from Public

Name: Reem

Date Submitted: 10/30/2023 09:11 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Reem Hammad

Communication from Public

Name: Phyllis Bordenave-Priestley

Date Submitted: 10/30/2023 07:23 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Phyllis Bordenave-Priestley Your Name

Communication from Public

Name:

Date Submitted: 10/30/2023 07:32 PM

Council File No: 20-0407-S1

Comments for Public Posting: I strongly oppose Agenda Item #12 (council file #20-0407-S1). Rents have already been frozen for 43 months, please do not extend the rent freeze further. My expenses related to maintaining rental property have increased, out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased.

Communication from Public

Name: Steve B.

Date Submitted: 10/30/2023 07:33 PM

Council File No: 20-0407-S1

Comments for Public Posting: I oppose this last minute rent freeze extension. Time and again the city council extended the rent freeze, only to promise this was going to be the last time. Since 2008 I've owned a seven unit rental property which was built in 1918. My core expenses (water, Insurance, pest control and property taxes) on average are up nearly 17% since 2019. This doesn't include the costs of repairs which have skyrocketed. Because I have not been able to raise rents in over 3 1/2 years, I have put off repairs and capital improvements until I know I can raise rents to recoup some of those costs. I'm attaching a copy of my current rent roll and a chart which lists my 2019 expenses vs. my current expenses. My last vacancy was in 2016 and my rents run from \$682 to a high of \$1,094 (Section 8 rents are \$1800 a month in my area). A 7% rent increase does not even begin to cover the increased costs since the rent freeze. Covid is over, unemployment is at all time low and wages have risen significantly. Why am I being asked to once again, absorb the high costs of owning a rental property in Los Angeles? Please keep your word and dismiss this proposal.

Actual Rent Roll and expenses of a 7 unit building in 90011 built in 1918

Unit	Tenant	Lease date	Monthly rent	Rent Due Date	Unit BR
14		2008	\$ 968	1st	1+1
14A		2012	\$ 986	1st	1+1
14B		2010	\$ 972	1st	1+1
14C		2012	\$ 995	1st	1+1
14D		2016	\$ 1,094	1st	1+1
14E		2002	\$ 682	1st	1+1
14F		2011	\$ 999	1st	1+1
Total Monthly Rents			\$ 6,696		

7% MONTHLY RENT INCREASE \$ 468.72
Increase in core expenses \$ (268.83)
\$ 199.89 NET MONTHLY INCREASE BEFORE REPAIRS

Annual Increase in Core Expenses from 2019 to Nov 2023

Annual Expenses	2019	2023	Increase	%
Water - DWP	6108	7,611	1503	19.7%
Insurance	2674	3,684	1010	27.4%
Pest Control	1080	1,200	120	10.0%
Property Taxes	6035	6,628	593	8.9%
ANNUAL TOTAL	15,897	19,123	\$ 3,226	16.9%
MONTHLY TOTAL INCREASE			\$ 268.83	
PER UNIT TOTAL INCREASE			\$ 38.40	

This is the actual rent roll for our 7 unit property which I've owned since 2008. The last vacancy was in 2016.

The chart to the right are my actual core expenses (EXCLUDING REPAIRS AND CAPITAL IMPROVEMENTS) in 2019 VS my curent expenses in 2023.

In 2023 expenses have increased 16.9%, or \$3226 since 2019.

After a 7% rent increase, the net rental income after core expenses is a paltry \$199.89 per month! Of course this assumes no repairs on a 100 year old building, which is not realistic.

The reality is that even after the 7% rent increase this property is not keeping up with inflation

Communication from Public

Name:

Date Submitted: 10/30/2023 07:58 PM

Council File No: 20-0407-S1

Comments for Public Posting: I am a renter. My landlord is very good to all his renters and as everyone else gets a wage increase the landlords suffer. I don't think that's fare.

Communication from Public

Name: Margaret Wyner

Date Submitted: 10/30/2023 08:04 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal

Communication from Public

Name: Macha

Date Submitted: 10/30/2023 08:12 PM

Council File No: 20-0407-S1

Comments for Public Posting: I work for the City of Los Angeles- I work as a special ed assistant for LAUSD, and last year made \$31,000. My rent is nearly \$25,000 per year. I have lived in the same 2 br/1 ba rent controlled apartment for the last 14 yrs with my son. Because we've lived there for so long, the rent is considered 'low.' But as you can see, it's the bulk of my income. Rent is unreasonably high already, even with the freeze, because the rules about builders building a certain percentage of affordable housing have not been enforced for years, perhaps as a result of corruption within the city. You have the chance to do the right, and moral thing by not imposing unreasonable rent hikes on already overburdened renters. Please honor your position and do the right thing.

Communication from Public

Name: Alexander Romero

Date Submitted: 10/30/2023 08:15 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Alexander Romero

Communication from Public

Name: alejandro

Date Submitted: 10/30/2023 12:47 PM

Council File No: 20-0407-S1

Comments for Public Posting: I'm asking Councilmember Blumenfield to vote YES on item 12 on Wednesday. I am a renter in Los Angeles and I am deeply concerned about the upcoming 7-9% rent increase. This increase would place an enormous burden on my household and those of my neighbors, and it would increase evictions and homelessness. Extend the rent freeze!

Communication from Public

Name: W. James Carter II

Date Submitted: 10/30/2023 07:16 PM

Council File No: 20-0407-S1

Comments for Public Posting: Comment to urge the Council vote YES on item 12 on Wednesday at the Housing & Homelessness Committee meeting. I am a renter in Los Angeles and I am deeply concerned about the upcoming 7-9% rent increase. This increase would place an enormous burden on my household and those of my neighbors, and it would increase evictions and homelessness. Make the rent freeze permanent!

Communication from Public

Name: Darryl Howard Priestley

Date Submitted: 10/30/2023 07:20 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Darryl Priestley Your Name

Communication from Public

Name: Ivy Bordenave-Priestley

Date Submitted: 10/30/2023 07:22 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Ivy Bordenave-Priestley Your Name

Communication from Public

Name: stuart ickovic

Date Submitted: 10/30/2023 05:52 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Stuart Ickovic

Communication from Public

Name: Anthony M

Date Submitted: 10/30/2023 05:36 PM

Council File No: 20-0407-S1

Comments for Public Posting: When rents go up, so do evictions and homelessness. Vote YES on motion 20-0407-S1 this Wednesday! My apartment complex has already announced a 7% increase to our rent beginning February 1st, the day that the current rent freeze is set to expire. We will also have to pay over \$100 to our deposit that same day. This increase will be absolutely devastating to us. Cost-of-living continues to rise and we are less financially comfortable now than ever before. It's becoming increasingly difficult to afford to live in this beautiful city that we love, and we are not alone, there are so many people here in the same situation. Please, please vote YES on 20-0407-S1, so many of us are at risk here, rents shouldn't be allowed to spike so dramatically when so many people are struggling. Thank you.

Communication from Public

Name: Jesus F Christ

Date Submitted: 10/30/2023 06:23 PM

Council File No: 20-0407-S1

Comments for Public Posting: The rent freeze has been in place for 43 months. Now there is an attempt to extend it further, to deliberate policies that could possibly extend it indefinitely. I get it; the vast majority of voters in the City of LA are renters, so this plays nicely into your re-election plans. Let's demonize all landlords as greedy corporatists! But by making the housing industry more difficult to operate in (and yes, forcing us to keep our prices fixed for 43 months while you have increased SCEP fees, utility costs, minimum wage, your own salary, does make it more difficult...Yes, being unable to increase our rents while inflation has been at a record high does make things more difficult), the only thing you are doing is pushing small mom and pop housing providers out of the real estate business. They are fed up. And do you know who ends up buying their properties once you have pushed them out? Big corporations. The same big corporations who tear down cheap housing to build market-rate housing. The same big corporations who issue hundreds of three-day notices to pay rent with the click of a mouse (check out the LA Times article and your own data on eviction notices). The same big corporations who are able to EAT the cost of the ridiculous 5% gross tax you have levied and will still recoup that with guess what... more expensive housing. The fact is, you don't really mind. These big developers make big campaign contributions too. And they also often work with the Building Trades, which means these expensive units are built by unions, which makes them blessed and saintly, and so you won't say a word. Not one word. But the end result is more expensive housing, which is the exact opposite of what you claim you want. This council loves making decisions without thinking about what these laws will actually do. Example 1, ULA. Sorry you're not getting billions to build housing from it. You've basically shut down the market. No one is selling. Ask Jeffrey Prang. And ask yourself, how does it make sense to charge someone a 5% tax on a building even if they are making a LOSS on it? You misleadingly marketed it as a "Mansion Tax" even though most of the housing operated by the Skid Row Housing Trust is going to be penalized by it too. So now the real estate market for all properties \$4M and over has frozen up thanks to your law. Who wants to sell now? Who wants to build now? (see above) What are you going to do next, pass a

law to force people to sell buildings so that you can fund your overpriced housing initiatives? I'll bet Hugo is drafting that right now. Oh and about that initiative, someone needs to sell a \$16M building in order for the city to generate the \$800,000 needed to build ONE single unit of your housing. Incredibly efficient. How many \$16M properties are out there for sale? Example 2, LAHD now prohibits anyone from filing an eviction if the tenant owes less than market rent. Well guess what... I used to charge less than market rent for my housing, but now I am increasing it to at LEAST market rent so I can have the option to evict if the issue comes up. To protect myself, I need to raise my rent. So you have just increased the cost of housing in Los Angeles. Why would you penalize housing providers who are willing to provide below market rent? What's the thought process behind that? The fact is no thought went into it. It sounded populist so you went with it. Great. Example 3, Let's allow anyone to not pay rent if they just cry "COVID hardship" and ban evictions. Gee, no one is going to abuse that system right? I mean, would it really have been that hard to incorporate SOME kind of documentation to deter fraudsters? Do we really have to assume every renter is a victim that is being mercilessly abused by The System and must be believed unquestioningly? Now housing providers are eating tens of thousands in unpaid rent. Meanwhile the county supervisors are planning to use our tax dollars to fund attorneys to keep these same able-bodied squatters in their units. I could go on and on. This is the problem when you have a body of government officials with zero real world work experience, who can't tell a payroll from a P&L, and are just consumed with chasing their next elected position because elected office is the only way they can enjoy the lifestyle they currently have. Los Angeles could be so much better, and it is a remarkably great city despite the efforts of a city council which seems to spend more time dodging indictments than passing good policy. Please, do better.

Communication from Public

Name:

Date Submitted: 10/30/2023 06:26 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Thank you for dismissing this proposal.

Communication from Public

Name: Kris Chan

Date Submitted: 10/30/2023 06:33 PM

Council File No: 20-0407-S1

Comments for Public Posting: The Housing and Homelessness Committee must support the renters of Los Angeles. Nobody can afford a 7-9% rent increase, especially majority of low income residents living in SROs. I demand that all Councilmembers VOTE YES on item 12 on Wednesday. I am a renter in Los Angeles and I am deeply concerned about the upcoming 7-9% rent increase. This increase would place an enormous burden on my household and those of my neighbors, and it would increase evictions and homelessness. Extend the rent freeze!!!! This will greatly affect the low-income tenants and residents of Chinatown who are majority seniors! They will be forced out of their homes or have no money leftover for food or medicine if they have a 7-9% rent increase. Extend the rent freeze!!!!

Communication from Public

Name:

Date Submitted: 10/30/2023 07:00 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Monte Buckner

Communication from Public

Name: Brianna Murphy
Date Submitted: 10/30/2023 10:11 PM
Council File No: 20-0407-S1

Comments for Public Posting: Dear City Council, I'm begging you to vote YES on item 12 on Wednesday. I am a renter in Los Angeles and a member of the Film and Television Industry I am deeply concerned about the upcoming 7-9% rent increase. Due to the ongoing entertainment industry strikes this increase would place an enormous burden on my household and those of my fellow entertainment workers. I have depleted my savings to scrape together rent and purchase basic necessities as it is. If these strikes go on longer and my landlord increases my rent 8% (as he's indicated he's planned to) I will be forced to leave Los Angeles and give up my career in the industry as I will be financially broken. This rent increase will forever change the shape of our city and further ravage the blue collar crew members of Hollywood that are at the heart of our historic and beautiful entertainment industry. Please, vote YES to freeze the rent. Beyond my community and my personal experience I believe this rent increase will only increase evictions and homelessness in our city. Extend the rent freeze now! Vote YES! Show your neighbors and your constituents you understand what it takes to live and thrive in this city. Please vote YES!

Communication from Public

Name: P Dooley

Date Submitted: 10/30/2023 09:33 PM

Council File No: 20-0407-S1

Comments for Public Posting: Please extend the rent freeze. We are in an affordable housing crisis in Los Angeles. There is not enough housing, and what rental units exist are far, far overpriced. My landlord recently announced his intention to raise my rent, and the rents of my fellow tenants in his other units, by the maximum he is permitted to if/when the rent freeze ends in a couple months. This would be enormously burdensome to us and we're urging you to please extend the rent freeze. Some of us are self-employed and some of us work in entertainment or other industries affected by the long strikes and our household finances are extremely strained right now. We're worried we may have to leave our homes if the rent increases by too much and we can't afford it.

Communication from Public

Name: Nancy Pistole

Date Submitted: 10/30/2023 09:36 PM

Council File No: 20-0407-S1

Comments for Public Posting: I will try to keep my cool while writing this response, but I am APPALLED and LIVID that you would even consider a rent freeze extension! I live in a duplex, and rent out one unit, so the rent income is an important factor in my ability to afford the property. I have not been able to raise the rent for FOUR YEARS! In those four years, EVERY cost associated with the property has gone up. Inflation has peaked at over 8%, yet I have not been able to collect one penny more than I did in 2019. Meanwhile, my tenant has been consistently employed and has received raises. How is this fair?! I pay taxes to support homeless initiatives, yet I can't even support my own living expenses through rental income. Los Angeles is the only major city in the USA that still has a rent freeze. WAKE UP! The pandemic was over a year ago, and it is time to get back to business. Unfairly fettering small landlords is not the answer!

Communication from Public

Name: GJuan Johnson

Date Submitted: 10/30/2023 01:36 PM

Council File No: 20-0407-S1

Comments for Public Posting: Motion (Soto-Martinez – Hernandez) relative to requesting the City Attorney to draft an ordinance disallowing rent increases for units covered under the Rent Stabilization Ordinance until July 31, 2024. I support this motion. It may be step in assuring that the city government will address government and housing corruption and assure that “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.” (Unruh Act section 51,52). The motion states also, “Lastly, units that are vacated under RSO face no restriction on rent increase and can be set to market rate for the next tenant, a process called vacancy de-control, further exacerbating the housing costs in Los Angeles.” I have brought to the attention of the mayor and council before that while the vacancy de-control allows landlords to raise the rent, it does not allow landlords to raise the charge for utilities or install a new fee for utilities where there was none prior to the vacancy decontrol; if utilities are included in the rent, there is no authority for landlords to suddenly charge a separate fee for utilities. Please have the city attorney address this in the motion process. Corruption. Corruption. Corruption. Why It Thrives in Los Angeles Government. How Mayor Karen Bass’ Government Denies Housing Services to Blacks and Squashes Efforts to Curb Government Corruption“...because Petitioner is a “coon-boy-Negro-Nigger-Black-darkie-colored-African American” who is a male, over the age of 45 with a disability...” Disingenuous Fraudulent Corrupt . The City Attorney’s Office under Heidi Feldstein Soto and Novian and Novian’s Michael Gerst said in a court hearing October 24, 2023 that the Public should not be allowed to see these documents herein. When presented with the English comprehension of the herein “Motion to Augment the Record”, the city attorney’s office called the motion “unintelligible” (Hearing October 24, 2023). “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.”

(Source: City Clerk Published Documents) Page 3, court filed PETITIONER GEARY J. JOHNSON’S AMENDED REPLY TO RESPONDENT’S SUPPLEMENTAL ANSWER TO PETITIONER’S SUPPLEMENTAL PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). Filed 9/19/2023:

The phrase local government “corruption” is mentioned seventeen times. The word “corruption” is found on three pages.

PETITIONER GEARY J. JOHNSON’S NOTICE OF MOTION AND MOTION TO AUGMENT THE ADMINISTRATIVE RECORD FOR THE PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). Filed Case 23STCP00644 Los Angeles Superior Court. The word “corrupt” or “corruption” is

found on over 17 pages. Petition for Writ of Mandate by Geary J. Johnson. Filed 02/28/2023. Court case 23STCP00644. The word “corrupt” is found on over 10 pages. Email 05/15/2022 at 5:53 pm. Sent to city RSO case CE273371 as an Exhibit. “The Answer

(of the City) proves eight years of tortious interference and lack of diligence by city employees that intentionally causes denial of intercom repair and denial of tandem parking because Petitioner is a “coon-boy-Negro-Nigger-Black-darkie-colored-African American” who is a male, over the age of 45 with a disability.”

Page 15. Filed PETITIONER GEARY J. JOHNSON’S AMENDED REPLY TO RESPONDENT’S SUPPLEMENTAL ANSWER TO PETITIONER’S SUPPLEMENTAL PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097).

The city attorney’s office under Heidi Feldstein Soto and Novian and Novian LLP have said they will request the court to strike from the record any mention of government corruption. Submitted by Geary J. Johnson 10/30/2023

Corruption Corruption Corruption

The Big Lies in Los Angeles Government

1. Can I get my intercom repaired asks the “boy-colored-Nigger-Negro-Black-African American ? Can I get a tandem parking stall asks the “boy-colored-coon-Nigger-Negro-darkie-Black-African American?”
2. “Yes, we will repair or replace your unit intercom by Wednesday”. This takes 10 seconds to say. The actions of the City are intentional to cause harm.
3. “We are assigning you’re a tandem parking stall #_____ to start Wednesday.” This takes 10 seconds to say. The actions of the City are intentional to cause harm.
4. “Yes, Mr. Johnson, you are entitled to a rent reduction because your housing services were reduced.” This takes about ten seconds to say.

Los Angeles Superior Court Case Johnson v City of Los Angeles. Petitioner Amended Reply filed 9/19/2023. Case 23STCP00644.

“This is the only warning you will receive regarding these defaming lies.” Thomas Khammar

11/28/2022 via email

Dear Mr. Johnson:

I saw that you are at it again, deliberately spreading defaming lies. For the record, your lies are both blatant and despicable; moreover, they are calculated and deliberate, with full knowledge of their falsity, and yet you go ahead and utter them anyhow to all and sundry. Neither Brent nor I has ever made any such racist statements, nor would we ever do so. You have made it your business to interfere with the rights of others to quiet enjoyment, to interfere with the ability of the lessor to rent units at the building, and, as I write above, to defame ownership and management. You have lost every single small claims action on your meritless and, as the Court has found, wholly unfounded claims. All of the rights of ownership and management with respect to your nuisance, your lies, and your defamatory false allegations are reserved. This is the only warning you will receive regarding these defaming lies.

THOMAS Khammar | Managing Partner
property management | leasing | capital improvement | investments
powerpropertymanagement.com
Phone: 310-593-3955 x23
Address | Mailing Address: PO Box 472 Culver City, CA 90232 DRE#01443898

“For the last year at least, the owner has harassed myself by not repairing the intercom, restricting repairman from making the repairs, and did “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 anyrights in relation to such tenancy.” a violation of the city harassment ordinance. The owner and agents have engaged in acts or omissions which interferes with the tenant’s right to use and enjoy the rental unit (harassment).” <https://wp.me/P57D2C-m>

Reference:

https://clkrep.lacity.org/onlinedocs/2021/21-1208-S1_PC_PM_10-24-2023.pdf

https://clkrep.lacity.org/onlinedocs/2021/21-1312-S1_PC_PM_10-24-2023.pdf

https://clkrep.lacity.org/onlinedocs/2022/22-0527-S1_PC_PM_10-24-2023.pdf

https://clkrep.lacity.org/onlinedocs/2023/23-1178_PC_AM_10-25-2023.pdf

Attachments:

1. October 30, 2023 email
2. October 28, 2023 email at 12:17 pm
3. October 28, 2023 email at 9:51 a.m.
4. October 26, 2023 email
5. October 23, 2023
6. October 4, 2023 letter from firm Novian & Novian
7. October 21, 2023 email
8. State Bar Complaint against City Attorney Office 10/12/2023

REFERENCE

Racism practiced by Hi Point 1522 LLC - Wordpress
Power Property Management Charged with Disability and Racial Housing
Discrimination - Wordpress
LA City employees declared as “Racists” PC 22-1327 - Wordpress
Communications with city employees Los Angeles - Wordpress

Tandem Parking- Parts for Akuvox and Still Not Supplied - Ongoing harm Ongoing Damages Continuing obligations- CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

To: deborah.breithaupt@lacity.org; patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; 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.blumenfield@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; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org; susan.davenport@calcivilrights.ca.gov; contact.center@calcivilrights.ca.gov; gerst@novianlaw.com

Date: Monday, October 30, 2023 at 10:54 AM PDT

CRD Case 202305-20745222
HUD number:

Dear Parties

Hydee Feldstein Soto
Denise C. Mills
John W. Heath
Mei-Mei Cheng
Deborah Breithaupt
Hi Point 1522 LLC

Ongoing harm
Continuing obligations
Continuing damages
Continuing violations
Michael Gerst of Novian & Novian LLP is the attorney for Hi Point 1522 LLP .

I make further response to the letter of Gerst dated October 4, 2023.

1. BUILDING ENTRY CODE. INVASION OF PRIVACY. I understand that in order to provide me an entry code to the building under Akuvox, you had to set up an account in my name. I expressly do not give you permission to set up an account in my name. Also the entry code you supplied appears to be part of my phone number; I do not expressly give you permission to use any part of my phone number as a tracking device for purposes of Akuvox. Please provide an access code that does not include any parts of my phone number. The number 1456 could be used for example. Previously I was told by Akuvox that they set up an account in my name; I do not give Akuvox permission to set up an account in my name as it would

- violate my privacy and would be identity theft. Do not set up any accounts in my name Akuvox without me first being able to review the conditions of such agreement.
2. I remind you I still do not have a working intercom in my unit. The intercom device in my apartment does not function. (Request for repairs pending since 2014).
 3. I also do not have the ability to use the Akuvox smart phone based door entry system and intercom because I have not been provided a smartphone and internet, the parts and/tools necessary to operate Akuvox. The installation of Akuvox also is an illegal rent increase.
 4. ADEQUATE NOTICE BY OWNER OF REQUEST FOR TANDEM PARKING. When the new owner purchased the building around July 2021, they had adequate notice that I had been requesting a tandem parking stall, that the conditions were first come first served and payment of \$50 per month outside the rent agreement; but the new owner was also aware that I had been first come first served before 2021 and that by the payment of rent checks I was already paying for the tandem parking because the parking is included in the rent by statements rent registry that the owner makes to the city LAHD every year.
 5. FAXES. The current management company for the property is Power Property management Inc. ("PPMG"). PPMG was faxed including but not limited to 3/6/2020, and 8/9/2021 regarding the request for working intercom and tandem parking; similar faxes were delivered 7/4/2022, 2/6/2023, 5/25/2023, 6/5/2023, 6/6/2023, 6/13/2023, 6/22/2023, 7/13/2023, 8/10,2023.
 6. EMAIL ADDRESSES. I match the email addresses with names because these are the email addresses provided by PPMG or these are email addresses that appear on the internet website of PPMG. These are the email addresses I have used in my email communications:
highpoint1522@gmail.com (Kassandra Harris-Resident manager);
09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us - Power Property Inc. -
meghan@boldpartnersre.com- Meghan Hayner Owner;
maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com - Thomas Khammar at PPMG; brent@powerpropertygrp.com-Brent Parsons at PPMG;
frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com- Nisi Walton at PPMG.
Occasionally I will fax or Fed Ex or Priority Mail select emails.
 7. THE OWNER ENDORSED RENT CHECKS THAT GIVE NOTICE OF TANDEM PARKING REQUESTED AND PAID FOR. Including but not limited to: 5/1/2019 rent check says "paid under protest for parking and maintenance" ; 10/1/2019 "paid under protest for maintenance and services"; 12/1/2019 "payment under duress for housing services"; 9/1/2021 "paid under stress for parking and repairs"; 10/01/2021 "paid under stress for intercom repairs &parking lien"; 11/1/2021"re lien repairs &parking paid under stress"; 12/1/2021 "for maintenance and tandem parking and lien for"; 04/01/2022 "paid under stress for repairs to intercom & tandem parking"; 5/1/2023 "paid under stress for tandem parking &intercom repair"; 6/1/2022 "paid under duress for intercom repair & tandem parking"; 8/1/2022 "for tandem parking & intercom labor and repairs"; 01/01/2023 paid under stress and arrest for rent, parking, two cars and intercom repairs"; 02/01/2023 "paid under stress and duress for tandem or two car, parking and intercom repair"; 09/01/2023 "paid under duress for unit Intercom repair and tandem parking".
 8. The endorsed checks clearly prove that you have accepted payment for the tandem parking and that you have agreed by your conduct that there is no additional or \$50.00 fee for tandem parking and that tandem parking is included in the rent paid.
 9. TANDEM PARKING IS AVAILABLE. As previously indicated, in tandem stalls 13 and 14 there is only one vehicle. In stall 17 there is only one vehicle. Stalls 15 and 16 tandem have only

two cars, so combined that makes one full tandem stall available. Unit 9 tenants could easily be assigned to stall 14 and have the car in stall 14 move to stall #8 and unit 9 would thus have a tandem parking stall.

10. Please assign the tandem parking stall for unit 9 by today and without further delay.
11. Please provide the Akuvox smart phone and WiFi or internet today without further delay so unit 9 tenants have “full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.”

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 Juan Johnson
1522 Hi Point St. 9
Los Angeles Ca. 90035
Phone 323-807-3099

Ongoing harm
Ongoing Damages
Continuing obligations

Keypad entry code question re Akuvox

From: G Johnson (tainmount@sbcglobal.net)

To: nisi@powerpropertygrp.com; brent@powerpropertygrp.com; thomas@powerpropertygrp.com; megan@boldpartnersre.com; mayor.helpdesk@lacity.org

Date: Thursday, September 28, 2023 at 04:56 PM PDT

Dear property owner:

You supplied me with Akuvox outside entry door code 30— . You neglected to tell me which option button should guests or deliveries use. There are three option buttons titled delivery, temp key, and pin. Which one is to be used to Input the code you gave me?

As you know, all utilities are paid thru my rent. You still have failed to supply me the phone, smart phone or internet utilities to operate the Akuvox system; including but not limited to I consider this to be a breach of the rental agreement.

Geary Juan Johnson

1522 Hi Point St. 9
Los Angeles Ca. 90035
Phone 323-807-3099

Corrections to Email Oct 26 Subject Supplemental Information to Email "Your Letter of October 4, 2023 re Denial of Reasonable Housing Modifications- DFEH CRD Case Numbers 202310-22236606-202305-20745222 - 202310-22253508"

From: G Johnson (tainmount@sbcglobal.net)

To: gerst@novianlaw.com; deborah.breithaupt@lacity.org

Cc: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; 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; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Date: Saturday, October 28, 2023 at 09:51 AM PDT

Dear Parties
Hydee Feldstein Soto
Denise C. Mills
John W. Heath
Mei-Mei Cheng
Deborah Breithaupt
Hi Point 1522 LLC

Corrections to Email Oct 26 Subject Supplemental Information to Email "Your Letter of October 4, 2023 re Denial of Reasonable Housing Modifications- DFEH CRD Case Numbers 202310-22236606-202305-20745222 - 202310-22253508"

Section numbered 7 and 8 note "unit 9"; that is corrected to say "unit 8" which is tenant Tyler Ruggieri.

Section numbered 16 the word "emotion" is corrected to "a motion".

As of today's date, I am still without a working intercom in my unit. As of today's date, I am still without a tandem parking stall even though there are available vacant stalls. The denial of housing services is intentional to cause harm.

I am a tenant who is Ham-Jew-DNA-Kushite/Black male American . I am a Black male tenant, aged over45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52.

All rights reserved.

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

Ongoing Harm and Continuing Obligations. CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

To: gerst@novianlaw.com; deborah.breithaupt@lacity.org

Cc: deborah.breithaupt@lacity.org; patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; 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.blumenfield@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; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org; susan.davenport@calcivilrights.ca.gov; contact.center@calcivilrights.ca.gov

Date: Saturday, October 28, 2023 at 12:17 PM PDT

CRD Case 202305-20745222 HUD number:

Dear Parties

Hydee Feldstein Soto
Denise C. Mills
John W. Heath
Mei-Mei Cheng
Deborah Breithaupt
Hi Point 1522 LLC

Ongoing harm
Continuing obligations
Continuing damages
Continuing violations

Michael Gerst of Novian & Novian LLP is the attorney for Hi Point 1522 LLP.

I make further response to the letter of Gerst dated October 4, 2023.

1. Gerst appears to give his view of legitimate reasons for why the intercom in unit 9 is not functioning (since 2014) and why unit 9 tenants have not been assigned a tandem parking stall since 2014. I view Gerst statement as pre-textual and the real reason why the services are denied is due to my race, Black, sex male, age over 45 and because I have a disability, and in retaliation because I complained. Gerst speaks for the property owner and the management company Power Property management Inc.

2. At this point, the owner Hi Point 1522 LLC has not given a legitimate reason as to why my request for reasonable accommodation has not been granted.

A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling,

including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. The Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. (Source: Google HUD)

3. The letter from my doctor of 2021 clearly establishes an “identifiable relationship, or nexus, between the requested accommodation and the individual's disability.” Thus far, being that the housing services have not been provided as requested, the property owner (as well as the City of Los Angeles) have refused to grant the reasonable accommodation. It also does not appear from the Gerst letter that there has been an interactive process that involves the tenant and the owner.

4. Interestingly, the Gerst letter, while showing intentional discrimination, also appears to admit that the housing services requested are not only entitled to be the tenant (myself and roommate) but also the housing services requested are reasonable.

5. I think the sticking point here is Gerst's assertion, false that the owner never received the RA letter before October 4, 2023 (sic), that the parking stall 8 is “explicit”, and that it was repeatedly relayed to me that “there are three tandem parking stalls, which are available on a first come first serve basis”.

6. Gerst also alleges that the Akuvox system allows “all tenants to access the intercom remotely so they can provide access to guests and deliveries, and even when they are not at home.” Gerst is contradictory because he seems to admit that the Akuvox system —to be clear— is not available to those tenants who have not been provided a smartphone and internet service, thus it was not installed for the benefit of “all tenants”. Gerst also knows but omits the fact that certain tenants have been provided “free wifi” by the owner or by adequate knowledge of the owner.

7. Today or immediately. Gerst has failed to provide any legitimate reasons why the housing services requested cannot be provided today. Thus the causal relationship between the owner actions and the tenant harm is proven. It is the owner sole liability (and that of the city of Los Angeles) to provide housing services parts and labor, and parts and labor in order for the Akuvox to be utilized by tenants like myself; Gerst letter indicates the owner has not done so. As regards the tandem parking, this can be done today, and the owner has intentionally not done so in order to harm myself and the owner actions stated by Gerst violate the provisions of the ADA and the state Unruh Act.

8. I request Gerst to provide verified proof and declarations under penalty of perjury (who, what, when , why, where, and how) from the owner that Power Property Management Inc. or the owner did not receive the doctor letter and other RA from me prior to the letter from the doctor, on the dates I have provided previous to this email.

9. I request Gerst provide verified proof including declarations under penalty of perjury the who, what, when , why, where, and how of Gerst statement “as has also repeatedly been relayed to you, there are three tandem parking spaces, which are available on a first come first serve basis.” I contrast Gerst statement with the 5/15/2022 and 12/8/2022 emails in which Thomas Khammar is quoted; the words of Khammar do not in any way verify what Gerst is claiming and Khammar never mentions anything that Gerst claims. I attach those emails.

10. The Gerst letter indicates that the owner is refusing to provide the reasonable accommodations requested by today and engaged in retaliation because I complained.

11. The Gerst letter claims the conditions to be assigned a tandem parking stall; I would like that statement to be provided in a letter signed by the owner.







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

c: California Civil Rights Department

Ongoing harm
Continuing obligations
Continuing damages
Continuing violations

-  2023-10-26 Email Supp to Gerst Letter Writ.pdf
136.3kB
-  2023-10-28 Email Corrections to Email.pdf
98.7kB
-  2023-10-23 Email Reply to PPM Gerst Letter.pdf
216.6kB
-  2023-10-4 Letter from Owner Lawyer Gerst.pdf
538.2kB
-  2022-5-15 Revised Email on SC Hearing.pdf
238.7kB
-  2022-12-8 Email to Mayor and PPM on threats.pdf
500.3kB

Supplemental Information to Email "Your Letter of October 4, 2023 re Denial of Reasonable Housing Modifications- DFEH CRD Case Numbers 202310-22236606-202305-20745222 - 202310-22253508"

From: G Johnson (tainmount@sbcglobal.net)

To: gerst@novianlaw.com; deborah.breithaupt@lacity.org

Cc: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; 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: Thursday, October 26, 2023 at 11:36 AM PDT

Dear Parties
Hydee Feldstein Soto
Denise C. Mills
John W. Heath
Mei-Mei Cheng
Deborah Breithaupt
Hi Point 1522 LLC

I hereby supplement my email sent October 23, 2023 to Michael Gerst subject "Your Letter of October 4, 2023 re Denial of Reasonable Housing Modifications- DFEH CRD Case Numbers 202310-22236606-202305-20745222 - 202310-22253508"

1. Gerst maintains in his letter that his client did not know about my request for parking and/or did not know that I had agreed in writing under duress to pay extra \$50 to pay for tandem

parking. My further response: A court case was filed against Hi Point 1522 LLC and Power Property Management Inc. 12/20/2021 case number 21STSC04819. This case was served on the owner as well as management company on Jan. 4, 2022 by the Los Angeles County Sheriff Department. Included in the complaint is a declaration dated 11/24/2021 item #5 that states, "The rent agreement states there are two parking spaces available, parking space #1 and parking space #2. By landlord "notice in change of tenancy" signed by tenant November 2021, the owner has indicated that tenant 9 is entitled to a second or tandem parking stall." Thus the owner received adequate notice of my request for tandem parking, and that I signed an agreement under duress to pay \$50 per month for the tandem parking stall.

2. The rent agreement indicates that parking for two cars is included in the rent to be paid.
3. The rent agreement indicates that there is no separate charge for parking.
4. Gerst maintains that the parking stall #8 (a single stall) is an explicit assignment in the rent agreement. FALSE. "Explicit" is defined as "in a clear and detailed manner, leaving no room for confusion or doubt." The addendum house rules to the rental agreement states, "New rules and regulations and amendments may be adopted by landlord by giving 30 days notice in writing." The rent agreement section #4 states: "Upon 7 days notice to renter, owner may terminate renter's parking privilege or change the size and/or location of renter's parking space or storage space described in Section I." Thus stall #8 is not an "explicit" assignment.
5. The notice of change of terms of tenancy, signed by tenant myself 11/24/2021, indicates the stall number can be

changed; thus stall #8 is not an “explicit” assignment.

6. I clarify the stall numbers here are (single car stalls:) as numbered: 1A, 1B, 2,3,4,5,6,7,8,9,10,11, 12, (tandem two car stalls:) 13, 14, 15, 16, 17, 18, 19.
7. I was first come first served for the parking before all tenants except for tenant in unit 9. (Note the parking numbers do not correspond to the apartment numbers).
8. As of 2021, I was first come first served before tenants in units 9, and tenants in unit 12.
9. As Gerst has indicated that I can be assigned to a tandem stall, that proves that the assignment to stall #8 is not explicit and can be changed according to the conditions in Gerst’s letter.
10. Ads on the internet do not mention the tandem stalls, although at one point the ads said “all units include a tandem parking stall.” Current ads on the internet state parking for one car is included in the rent; no mention of the rules to access a tandem parking stall.
11. The condition of \$50 for a tandem parking stall is not posted as a rule in the common area of the building.
12. My request for a tandem parking stall has been sent over the years to the owner by facsimile, post cards, emails, priority mail, and phone calls, at a considerable cost.
13. I attach a city records release of the Rent Registry submitted by the property owner for years 2019-2021. The registry clearly indicates that parking is included in the rent. There is no indication that tandem parking is not included in the rent or that there is an extra charge.
14. Gerst said in court that he would join the cities opposition to my court filings. But the City claims that my court filings are

unintelligible. So I would wonder how do you oppose something that you don't even understand.

15. While the city says that it will oppose any of my filed motions or documents. The Gers letter contradicts that because he claims that I am entitled to the Intercom service and entitled to the tandem parking.
16. The city claims that they will oppose emotion that they clearly said they did not understand because they called it "unintelligible". Again, how does an attorney oppose something that they don't understand?
17. I pay rent in exchange for housing and housing services. In this case the housing services includes parking and the Akuvox app based door entry Intercom system. Repairs includes parts. If the Intercom/Akuvox system needs certain parts for it to work, then that is already paid for in my rent payment. For example, the garbage disposal and the light switches and the electrical switches and the tub in the shower all contain parts that must be working, and if they do not work, my rent amount pays for those parts to be replaced and installed. My rent agreement does not say I have to provide my own personal property to access housing services in this building other than it says that I have to supply a battery if the smoke detector does not work.
18. Gerst claims that the Akuvox is an "upgrade". I note that the previous intercom system and keypad only required the tenant/guest/family to push buttons and it worked. The previous intercom system and keypad did not require the tenant like myself to use a smart phone or Internet to access the housing services. Functionality has been reduced or eliminated as in my case.

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



2022-10-27 LAHD Rent Registry File #32659 RSO.pdf
5.1MB



2023-10-4 Letter from Owner Lawyer Gerst.pdf
538.2kB

Your Letter of October 4, 2023 re Denial of Reasonable Housing Modifications- DFEH CRD Case Numbers 202310-22236606-202305-20745222 - 202310-22253508

From: G Johnson (tainmount@sbcglobal.net)

To: gerst@novianlaw.com

Cc: deborah.breithaupt@lacity.org; patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; 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.blumenfield@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: Monday, October 23, 2023 at 11:08 PM PDT

To Michael Gerst et al:

Disingenuous Fraudulent Corrupt

I get the impression counsel for Hi Point 1522 LLC /Power Property Management Inc. is unable to conceive that the herein deprivations of housing services have been the subject of numerous emails, housing complaints, lawsuits, and city clerk published documents since 2014. At this point I am able to seek damages four years back for breach of the agreement and 3 years back for personal injury.

THE INTERCOM

The intercom system in 2014 was made inoperable by the previous owner when he disconnected some units and replaced 15 others. Around June 2021 the current owner purchased the building and for years—the intercom unit #9 still was not repaired. The letter from Novian and Novian does not attempt to offer compensation to myself for damages for the period June 2021 thru today's date for the non-working intercom in the unit 9, or deprivation of parking stall.

The diatribe of Novian and Novian also fails to admit that the Akuvox system—a smartphone app based door entry system— was installed in May 2023 without advance notice to myself or other tenants. It was installed unilaterally. Select tenants were provided with emails from the owner explaining the system. I have not received the same email although I have asked repeatedly for the same email. The owner also did not seek a mutual agreement with myself, particular since he removed a door entry device that I had previously been ordered by the City to pay the owner reimbursement for five years (of damages).

The intercom system is detailed in 207 pages filed with the court most recently and 467 pages, filings 2/28/2023 and 8/23/2023 (Los Angeles Superior Court case 23STCP00644) as served on the owner and Novian. The city attorney's office claims there are over 800-1000 pages of documents related to the intercom and tandem parking at this address.

Why wasn't the intercom box in my apartment repaired or replaced when Akuvox was installed in May 2023? Novian and Novian is silent on this, claiming it was an "upgrade" : but never claiming it was done to help resolve my complaints.

With the Request for Reasonable Modification, the nature of damages has changed to the extent tenant myself is still entitled to maintenance and repairs but the owner cannot charge me for the use of the housing services to make the Akuvox work. If the owner refuses to supply the parts to make the Akuvox intercom function i.e. phone and internet, they cannot force me to spend money to buy a smartphone and internet to access the Akuvox because that would violate the ADA (i.e Unruh Act also). I would also violate the provisions of the rental agreement.

It is fraudulent, corrupt, and disingenuous that the Oct 5 letter of Novian and Novian ignores the intercom unit in apartment 9.

It is fraudulent, corrupt, and disingenuous that the Oct 5 letter of Novian and Novian ignores that the owner is liable in the rent agreement for all electrical, gas, and plumbing fixtures "including but not limited to" the parts smartphone and internet so tenant can "properly use and operate" the Akuvox system. That the owner has not supplied myself with the smartphone and internet is a housing deficiency solely caused by the owner HI POINT 1522 LLC.

THE PARKING

Maintenance crew can today extend the striping for stall 8 and make it a tandem stall. Today. But according to Novian and Novian, the owner refuses.

A few years ago, at the request of a white tenant, the striping for stall #13 was extended into a tandem stall from a single stall. I have requested stall #8 to be extended. Years have passed since repeated requests. Novian and Novian ignores that my rental agreement says "parking space 1" and "parking space 2". Novian ignores the numerous pictures and declarations under penalty of perjury that show the conduct of the parties from 2010-2014 was tenant myself had parking for two cars. The owner has adequate notice of the 2014 proposed change in terms of tenancy where the then owner admits I was parked in tandem stall #14, a signed document which disputes what Novian says that we were only assigned to park in single stall #8.

There are frequently about ten units that house short terms tenants so parking is frequently available. There are total of 18 units and 28 parking stalls. City documents show that for all units parking says the owner is included in the rent paid, yet the owner proposes (change of tenancy) to make me pay \$50 per month. At my count there are currently at least five single stalls available. The owner could easily switch myself and roommate with one of the tenants using a tandem stall for a single vehicle. That could be done within 24 hours notice. Contrary to what Novian implies, there are single stalls available that can be converted to tandem stalls.

I count single stalls available at #13, 14, 15, 16, 17 (all tandem stalls with only one car parked). So that is available parking for five cars. Novian claims in its letter "As has also repeatedly been relayed to you, there are three tandem parking spaces which are available on a first come first served basis." The statement is vague and lacking in specificity as to when and how and by whom I was told there were three tandem stalls available and that they are first come first served. I never received such notice. "First come first served" admits Novian, means that I'm long overdue because out of eighteen units, I am the third longest renting tenant, since 2010, so that means there are currently fifteen tenants here—seven in tandem parking—who were NOT first come first served. Specifically, parking stalls 1A, 1, 2, 3, 7, 9, 10, 11, 12, 13 (tandem), 14 (tandem), 15 (tandem), 16 (tandem) 17(tandem) , 18 (tandem) and 19(tandem) are occupied by tenants who were not first come first served according to the owner. If the owner can be believed and trusted (99% chance the owner cannot), then I should be assigned a tandem stall immediately. I do not waive that parking is included in the rent paid (my endorsed rent checks say for "tandem parking") and that by conduct of the parties there has never been an additional charge to park in tandem vs single that I know of. However as is known to Novian and the owner, I signed the parking agreement 11/4/2021 and it appears in the filed, and served on owner, 8/23//2023 court document Exhibit 43-001. So when Novian says paragraph 2, "at no Point in your tenancy have you stated a willingness to pay this additional fee for a tandem parking stall" then this becomes another FALSE statement by the Novian, since the evidence shows in 2021 I stated a willingness to pay the additional fee (and I reserve the right to claim it is an illegal rent increase.) Did I ever mention the tandem parking agreement since 2021? Sure did. Emails 9/8/2022, 1/25/2023 at 8:52 am, 5/12/2023 at 9:48 am.

The failure to immediately supply the parts to use the Akuvox intercom is intentional to cause harm. The failure to immediately assign a tandem parking stall is intentional to cause harm.

"Novian and Novian is counsel to Hi Point 1522 LLC, and we are in receipt of the letter dated September 22, 2023, you taped to Power Property Management's office door on or about October 2, 2023. In that letter you include an April 12, 2023, letter from a Dr. Marcus Tellez, DO, stating that you need a reasonable accommodation because of your disability which states that you "occasionally experiences episodes of disorientation and dizziness, balance issues, and trouble maintaining body fluids." **This is the first time Power Property Management has received this letter.** The letter requests that you be assigned a tandem parking space, and that the intercom be fixed. It is not clear how these requests correlate with the stated limitations."

I have received your letter of October 4, 2023. It was postmarked October 5, 2023 and I received it on October 10, 2023, delayed due to the limitations and obstructions of the Akuvox system where mail carriers could not contact me thru the intercom and did not have an entry code. Your letter is not acceptable as a resolution to the issues stated herein.

Attached is a copy of your letter of October 4. I am glad to hear that you are the counsel for Hi Point 1522 LLC; I believe the average attorney would have clarified this months ago by letter when you first became their counsel.

You claim I taped a letter to the door of Power Property Management on October 2, 2023 but you give no proof of that.

The package of letters with cover letter dated September 22, 2023 states 1. Notice of Intent to File Court Action for Damages from Geary Johnson 2. Request for Housing Accommodation- Letter from Dr. Marcus Tellez dated April 12, 2023 3. Email August 27, 2023. Eleven pages. Sent at 9:46 am. Subject: "The actions of Respondents are Intentional to Cause Harm. Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications". This letter package was delivered 9/25/23 and 10/4/2023 and then signed for J. Javier at Power Property Management Inc. **Delivered to your office by Fedex.**

Your October 4, 2023 letter states: "This is the first time Power Property Management has received this letter." "The letter requests that you be assigned a tandem parking space, and that the intercom be fixed. It is not clear how these requests correlate with the stated limitations."

You are mis stating the letter from my doctor (and from myself). The letter clearly requests that the intercom in the unit be fixed. Your client and yourself is well aware that the intercom in the unit is not working. I disagree with your statement "It is not clear how these requests correlate with the stated limitations."; I believe my Doctor has made it adequately clear how the requests correlate with the stated limitations; not being a doctor you are not in a position to understand what he is saying anyway.

You claim, "This is the first time Power Property has received this letter." I bet the certification of your law firm on the fact that is FALSE statement on your part. The times that Power Property received the letter from my doctor: via email attachment sent 4/13/23 at 4:34 pm subject: Kitchen Sink Repair, bathroom Toilet Repair, Screen Repair, Housing Services Request for Accommodation at 1522 Hi Point St 90035" This email was addressed to email addresses for thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontdesk@powerpropertygrp.com; megghan@boldpartnersre.com; nisi@powerpropertygrp.com. It would be extremely unlikely that none of those emails arrived at their destination. A court filed document 8/23/2023 shows the letter of Dr. Tellez as an exhibit; such document served on the property owner and Power Property Management Inc. PETITIONER GEARY J. JOHNSON'S SUPPLEMENTAL PETITION IN SUPPORT OF PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). Exhibit 71 page 71-001. In addition, I asked for reasonable accommodation by email 3/13/23, 3/8/23, 3/6/23 and 11/2/22 without the Doctor's note.

Who must comply with the Fair Housing Act's reasonable accommodation requirements?

Any person or entity engaging in prohibited conduct - *i.e.*, refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling - may be held liable unless they fall within an exception to the Act's coverage. Courts have applied the Act to individuals, corporations, associations and others involved in the provision of housing and residential lending, including property owners, housing managers, homeowners and

condominium associations, lenders, real estate agents, and brokerage services. Courts have also applied the Act to state and local governments, most often in the context of exclusionary zoning or other land-use decisions. *See e.g., City of Edmonds v. Oxford House, Inc.*, 514 U.S. 725, 729 (1995); *Project Life v. Glendening*, 139 F. Supp. 703, 710 (D. Md. 2001), *aff'd* 2002 WL 2012545 (4th Cir. 2002). Under specific exceptions to the Fair Housing Act, the reasonable accommodation requirements of the Act do not apply to a private individual owner who sells his own home so long as he (1) does not own more than three single-family homes; (2) does not use a real estate agent and does not employ any discriminatory advertising or notices; (3) has not engaged in a similar sale of a home within a 24-month period; and (4) is not in the business of selling or renting dwellings. The reasonable accommodation requirements of the Fair Housing Act also do not apply to owner-occupied buildings that have four or fewer dwelling units. (Source: HUD)

What if a housing provider fails to act promptly on a reasonable accommodation request?

A provider has an obligation to provide prompt responses to reasonable accommodation requests. An undue delay in responding to a reasonable accommodation request may be deemed to be a failure to provide a reasonable accommodation.

What types of discrimination against persons with disabilities does the Act prohibit?

The Act prohibits housing providers from discriminating against applicants or residents because of their disability or the disability of anyone associated with them [\(5\)](#) and from treating persons with disabilities less favorably than others because of their disability. The Act also makes it unlawful for any person to refuse "to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford ... person(s) [with disabilities] equal opportunity to use and enjoy a dwelling." [\(6\)](#) The Act also prohibits housing providers from refusing residency to persons with disabilities, or placing conditions on their residency, because those persons may require reasonable accommodations. In addition, in certain circumstances, the Act requires that housing providers allow residents to make reasonable structural modifications to units and public/common areas in a dwelling when those modifications may be necessary for a person with a disability to have full enjoyment of a dwelling. [\(7\)](#) With certain limited exceptions (*see* response to question 2 below), the Act applies to privately and publicly owned housing, including housing subsidized by the federal government or rented through the use of Section 8 voucher assistance.

The Housing Provider Cannot Charge the Tenant a Fee

Example 1: A man who is substantially limited in his ability to walk uses a motorized scooter for mobility purposes. He applies to live in an assisted living facility that has a policy prohibiting the use of motorized vehicles in buildings and elsewhere on the premises. It would be a reasonable

accommodation for the facility to make an exception to this policy to permit the man to use his motorized scooter on the premises for mobility purposes. Since allowing the man to use his scooter in the buildings and elsewhere on the premises is a reasonable accommodation, the facility may not condition his use of the scooter on payment of a fee or deposit or on a requirement that he obtain liability insurance relating to the use of the scooter. (Source: HUD)

You state: “At the time you signed your lease, and throughout your tenancy, it has been repeatedly relayed to you that your lease has an explicitly assigned single parking spot, space number 8. It has also repeatedly been relayed to you, there are three tandem parking spaces, which are available on a first come first served basis. Previously, when a tandem spot was available for a separate lease, it was offered to you under prior ownership, and you declined to lease the tandem parking space. At no point of your tenancy have you stated a willingness to pay this additional fee for a tandem parking space. There are not currently any available tandem parking spaces, as all have been taken by other tenants willing to pay the additional fee. If you are willing to pay the additional fee per month for tandem parking spot, please let us know in writing, and we will let you know if a tandem parking spot becomes available.”

You state: “At the time you signed your lease, and throughout your tenancy, it has been repeatedly relayed to you that your lease has an explicitly assigned single parking spot, space number 8.” I disagree. The rent agreement explicitly says parking for two cars. My endorsed rent checks state they are for tandem parking. If the statement you made is true, on what dates and times by what method was I told I was not entitled to parking for two vehicles, and by conduct of the parties. Based on your license to practice, please provide specificity. As you know as I quote in exhibits, Thomas Khammar said previously in a court hearing that unit 9 tenants already have a tandem parking stall. (Recalled in email May 14, 2022, in evidence). This means that we were entitled to it. Khammar also said our intercom needed to be rewired. (Recalled in email May 14, 2022, in evidence). I have not received any advance notice that Akuvox was being installed; I did not sign any agreement to use the Akuvox system, a housing service installed unilaterally. Your letter fails to mention the fee to use the service or the costs of the parts needed to use it. Again you engage in a false statement regarding my agreement for the parking: I already provided you that signed in 2021 for the tandem parking. I signed for the parking 11/4/21 and that is also an exhibit with the court and served on your client. A disability may mean I should get the tandem parking stall without paying a fee. Photos provided to you and the Court indicate vacant stalls available. I still have not received a copy of the email sent to white tenants announcing the Akuvox.

Your letter states: “Additionally, to upgrade the property, we replaced the prior working intercom with the Akuvox system. This system allows all tenants to access the intercom remotely so they can provide access to guests and deliveries even when they are not home. Since you stated that you either do not currently have a cell phone capable of utilizing the Akuvox system or do not want to use your cell phone to utilize the Akuvox system, an access code was provided to you by Power Property Management, which you can provide to guests or delivery drivers to gain access to the property.” Your statement is either FALSE or misleading. You never sought my input on the Akuvox system and further damaged me for a month where no mail or other packages was delivered because no access code was given to myself; your letter is misleading because it does not state that the access code is only for door entry not for use of the intercom. Your letter admits that I still do not have access or the ability to use the Akuvox intercom function because the owner has not provided the required services to use Akuvox, i.e my rent agreement says utilities are supplied and paid for by the owner; “no alterations or improvements shall be made by the tenant”. **My**

smartphone and internet are my private property and not for the use of the property owner and their supplied housing services. I cannot use the Akuvox intercom system unless the owner supplies the smartphone and internet. This agreement has to be mutual, not unilateral as the Akuvox is. This has been told to the owner repeatedly since May of 2023.

I imagine if I could prove — which I have—your client received actual notice of the disability RA, and you did receive a signed parking tandem agreement from me, then that would prove your client did indeed unlawfully discriminate against me and that your letter is false for the purposes of denying me housing services.

It is generally settled that landlords should not place financial conditions upon the granting of an accommodation. For instance, residents with disabilities should not have to pay for additional insurance in order to fulfill a disability-related need. In HUD v. Twinbrook Village Apartments, HUD ALJ No. 02-00-0256-8 (HUD ALJ Nov. 9, 2001) the requirement for a resident with a disability to procure a renter's insurance policy specifically to indemnify the landlord against injury that could be caused by a wheelchair ramp was found to be discrimination in the "terms, conditions and privileges" of renting. (HUD) For instance, if all parking spaces on a property are already assigned to residents and no one with a desirable space will voluntarily exchange spaces with the resident who has a disability, the parties should communicate ideas for other options. Alternatives might include the resident being put on a waiting list for parking assignments ahead of all non-disability related transfer requests.

I summarize the false /misleading statements of the attorneys Novian and Novian:

1. Re: The April 12, 2023 letter from Dr. Telez. Novian says "This is the first time Power Property received the letter. FALSE. The times that Power Property received the letter from my doctor: via email attachment sent 4/13/23 at 4:34 pm subject: Kitchen Sink Repair, bathroom Toilet Repair, Screen Repair, Housing Services Request for Accommodation at 1522 Hi Point St 90035" This email was addressed to email addresses for thomas@powerpropertygrp.com; highpoint1522@gmail.com;

brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontdesk@powerpropertygrp.com; meghan@boldpartnersre.com; nisi@powerpropertygrp.com. It would be extremely unlikely that none of those emails arrived at their destination. A court filed document 8/23/2023 shows the letter of Dr. Telllez as an exhibit; such document served on the property owner and Power Property Management Inc. PETITIONER GEARY J. JOHNSON'S SUPPLEMENTAL PETITION IN SUPPORT OF PETITION FOR WRIT OF MANDATE (CCP § 1085)

(CCP 1084-1097). Exhibit 71 page 71-001. In addition, I asked for reasonable accommodation by email 3/13/23, 3/8/23, 3/6/23 and 11/2/22 without the Doctor's note. (Case 23STCP00644)

2. "At the time you signed your lease and throughout your tenancy, it has been repeatedly relayed to you that your lease has explicitly, assigned single parking spot, space number 8." FALSE as to "throughout your tenancy." My rental agreement and addendum clearly states the owner can change parking assignment if he wishes to. Also, the owner signed Change in Terms of Tenancy (dated 4/9/2014) clearly indicates that unit 9 tenants were assigned to stall #14; pictures clearly show unit 9 tenants parked in stall #14, and the declarations under penalty of perjury of both unit

9 tenants. The 4/9/2014 document proves that the assignment of parking could be changed, and the rent agreement says parking for cars 1 and 2; therefore stall #8 was not “explicitly” assigned. FALSE on your part.

3. That I have been given access to use the Intercom thru Akuvox. This is FALSE because I was supplied the key code which is only for purposes of providing entry to the front building door, not for using the intercom functions

4. That the non-working intercom box in my unit is what my Doctor ordered to be repaired. It has not been working since 2014. NOVEAN SAYS “THE LETTER REQUESTS THAT YOU BE ASSIGNED A TANDEM PARKING SPACE AND THAT THE INTERCOM BE FIXED.” FALSE. The Doctor letter requests that the intercom in my unit be repaired or replaced.

5. Novian says there are currently no tandem stalls available. FALSE. From my observation tenant #12 is two tenants with two cars but occupy two tandem stalls #15 and 16 so they have parking for four cars. If they were reduced to one tandem stall, then one entire tandem stall is available.

6. “There are not currently any available tandem Park spaces as all have been taken by other tenant willing to pay the additional fee. If you are willing to pay the additional fee per month, for a tandem parking spot, please let us know in writing, and we will let you know if a tandem parking spot becomes available”. FALSE AND MISLEADING. As stated herein, there are single stalls available that can be converted to tandem stalls, there are single cars in tandem stalls that can be changed assignment, and I am by Novian's words “first come, first served” since November 2021 at the least. False to the extent I have previously let the owner know in writing and that was ignored.

May 19, 2021 email - Excerpt

Let's examine the parking problem, for the sake of negotiation. (1) The state housing discrimination laws prohibit a landlord from refusing to rent housing services by telling a tenant the services are not available (tandem parking) and the same laws prohibit a landlord from singling out a tenant for unfair treatment and setting different terms and conditions for such tenant. Walter Barratt has done all these things and thus has **violated** the fair housing laws. (2) Retaliation because I complained is unlawful. By not assigning our unit 9 an available tandem parking stall with no extra charge, he has continued to unlawfully retaliate against me because I complained. Walter Barratt works with his agent, resident manager Kassandra Harris. (3) The rent agreement shows that the cost of parking is included. There is no indication there will be an extra charge for parking. Therefore, Walter cannot charge \$50.00 for parking. (4) Walter has filed with the City rent registry documents that show that for all units at 1522 Hi Point St, parking is included in the rent. There is no indication in these documents that any tenant is being charged a separate fee for parking. Thus, Walter has singled me out for unfair treatment. It is true he could post a sign in the common area that "tandem parking is \$50 extra" but that would be incongruous because (1) many tenants already have rent agreements in which they may already have a tandem stall at no extra charge and (2) it would not apply to tenants where tandem parking was available at the inception of their tenancy. But of course, no such sign is posted.

Of course, if I was to pay \$50 under these circumstances, I would be infringing upon my right to claim discrimination and I would waive my right under the LAMC: that a landlord can charge an

additional fee for housing services only if the service was not available at the inception of the tenancy.

Contrary to what the biased and retaliatory city employees have stated, tandem parking in 2010 was "available" at the inception of unit 9 tenancy. I have pictures of unit 9 parked in tandem stall 14 and another tenant parked at stall 8; the city employees refused to admit that another tenant was assigned to stall 8, proving that unit 9 was assigned to stall 14, the rent agreement being a clerical error.

In summary, the landlord is without authority to charge unit 9 \$50 for tandem parking because it would constitute unlawful different terms and conditions; it is not agreed to in our rental agreement, and the landlord is without authority to charge \$50 for tandem parking because such fee would violate the LAMC that does not allow an added fee for services that were available at the inception of the tenancy.

I am surprised the owner brought this \$50 up last week because I disposed of his argument years ago. Even when sued in federal court 2015, he never filed an "answer" to the complaint and never alleged the \$50 fee. Of course, he still does not admit the fee would be unlawful. I told the court on May 14 that unit 9 already pays the \$50 because parking is included in the rent.

Walter at the hearing spent a lot of time saying he felt harassed by reading articles on the internet. He complained about seeing the words "Racism at Hi Point Apts" on the internet and that such sites were directed at him. I have attached a Google page showing that there are numerous apartments with the name or similar "Hi Point Apts" and some are out of state. I also remind the parties that many of the documents that Walter may be reading on the internet are documents published to the internet by the Los Angeles City Clerk's office. I guess Barratt will now sue the City government for harassment. There is a cause and effect, that Walter seems unable to comprehend, that if he had provided the intercom maintenance and tandem parking in 2015 as requested, I would not have grounds to complain now.

Walter said in court that I, as a tenant (Black) am not entitled to fair housing or housing services. I disagree because the "entitlement" comes from federal, state, and local fair and civil rights housing laws as well as the rental agreement.

Email Redacted Feb 1, 2022

“My rent agreement says: "Renter shall be liable for any damages caused by renter's failure to comply with these conditions", i.e. duty to report repair and maintenance issues. The agreement says renter shall not repair any damage "except thru licensed, insured professionals approved in advance by owner in writing." The owner has refused to comply with the rent agreement and prevented insured professionals from repairing the intercom and extending the striping for the parking stall.”

Redacted email September 5, 2022

“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.”

Redacted email Jan 25, 2023

I have suffered financial damages as a proximate result of the neglect of parties herein including but not limited to mail or packages not delivered due to non-working intercom, debris and dust damages to my car from construction contractors up and down Hi Point St, loss of street parking due to construction contractors and impact on increased auto fuel/electric costs. Since I am restricted from parking in the secured parking lot, my car was broken into; I have purchased an alarm system for \$1,000.

Redacted 2/15/23

Owner has failed to obtain clearance from the LAHD for change in use of occupancy without building permit and COO in that there are white wires electrical on the exterior of the building presumably for the owner using the premises for the "Just Bring Your Toothbrush" advertised website (and others) where select units at this address are used for hotel home sharing rental rather than as rent controlled units; separate but unequal practices.

Redacted 3/8/23 Email

I need the intercom and I need the parking tandem/2 cars, or additional parking stall.

I have a disability and I request the intercom be repaired and the parking for a second car be provided, as a reasonable accommodation.

Failure to respond to this request is considered by the government to be a failure to provide a reasonable accommodation. To meghan@boldpartnersre.com; thomas@powerpropertygrp.com; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; nisi@powerpropertygrp.com; brent@powerpropertygrp.com

Redacted 5/12/2023 at 9:48 am. includes 11/4/2021 written request for parking attached.

Change in terms of tenancy prohibited

SEC. 151.09. EVICTIONS.

(Amended by Ord. No. 154,237, Ef. 8/30/80, Oper: 9/1/80.)

(c) A change in the terms of the tenancy that is not the result of an express written agreement signed by both of the parties. For purposes of this section, a landlord may not unilaterally change the terms of the tenancy under Civil Code Section 827 and then evict the tenant for the violation of the added covenant unless the tenant has agreed in writing to the additional covenant. The tenant must knowingly consent, without threat or coercion, of each change in the terms of the tenancy. A landlord is not required to obtain a tenant's written consent to a change in the terms of the tenancy if the change in the terms of the tenancy as authorized by Los Angeles Municipal Code Section 151.06, or if the landlord is required to change the terms of the tenancy pursuant to federal, state,

or local law. Nothing in this paragraph shall exempt a landlord from providing legally required notice of a change in the terms of the tenancy.

“The landlord cannot change any term of your tenant without your voluntary, written agreement. [Voluntary means without coercion or threats] The landlord cannot make changes in your rental agreement, such as to : prohibit pets, take away parking spaces, swimming pool privileges, change the "rules," or manner of payment, for example, without your written consent. Further complications may arise where the former manager or landlord permitted something which had been prohibited in the rental agreement, or waived its application by not enforcing it, and now the new landlord or manager wants to enforce the original agreement. Landlords may approach you with a new rental agreement to sign -don't sign it, unless you plan to give up the rights you had before -you can negotiate and new agreement, getting things you want, as a trade-off.. This is a significant change in the law. Eviction for violation of a new term of tenancy that the landlord imposed on you may look legitimate, but it's not!” (Source: Google)

Your letter of October 4, 2023 indicates that your client continues to deny me full and equal housing accommodations, services, and privileges because I am a Black male, over the age of 45, and with a disability, in violation of the State Unruh Act and indicates that your client continues to deny me a reasonable housing modification as requested.

Your letter is not acceptable as a resolution to the issues and damages stated herein.

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

(Font: Charter)



2023-10-4 Letter from Owner Lawyer Gerst.pdf
538.2kB

October 4, 2023

VIA U.S. MAIL

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

Re: Geary Johnson, 1522 Hi Point Street, Apt. 9, Los Angeles, CA 90035

Novian and Novian is counsel to Hi Point 1522 LLC, and we are in receipt of the letter dated September 22, 2023, you taped to Power Property Management's office door on or about October 2, 2023. In that letter you include an April 12, 2023, letter from a Dr. Marcus Tellez, DO, stating that you need a reasonable accommodation because of your disability which states that you "occasionally experiences episodes of disorientation and dizziness, balance issues, and trouble maintaining body fluids." This is the first time Power Property Management has received this letter. The letter requests that you be assigned a tandem parking space, and that the intercom be fixed. It is not clear how these requests correlate with the stated limitations.

At the time you signed your lease, and throughout your tenancy, it has been repeatedly relayed to you that your lease has an explicitly assigned single parking spot, space number 8. As has also repeatedly been relayed to you, there are three tandem parking spaces, which are available on a first come first served basis. Previously, when a tandem spot was available for a separate lease, it was offered to you under prior ownership, and you declined to lease the tandem parking space. At no point in your tenancy have you stated a willingness to pay this additional fee for a tandem parking space. There are not currently any available tandem parking spaces, as all have been taken by other tenants willing to pay the additional fee. If you are willing to pay the additional fee per month for a tandem parking spot, please let us know in writing, and we will let you know if a tandem parking spot becomes available.

Additionally, to upgrade the property, we replaced the prior working intercom with the Akuvox system. This system allows all tenants to access the intercom remotely so they can provide access to guests and deliveries even when they are not home. Since you stated that you either do not currently have a cell phone capable of utilizing the Akuvox system or do not want to use your cell phone to utilize the Akuvox system, an access code was provided to you by Power Property Management, which you can provide to guests or delivery drivers to gain access to the property.

Sincerely,

NOVIAN & NOVIAN LLP
Attorneys at Law

Michael Gerst
MICHAEL GERST

Case CASE NO. 23STCP00644 JOHNSON V CITY OF LOS ANGELES - Meet and Confer and Motion to Augment Record

From: G Johnson (tainmount@sbcglobal.net)

To: deborah.breithaupt@lacity.org

Cc: gerst@novianlaw.com; 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; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; brent@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Date: Saturday, October 21, 2023 at 09:58 AM PDT

Hydee Feldstein Soto
Denise C. Mills
John W. Heath
Mei-Mei Cheng
Deborah Breithaupt

Dear Respondents City of Los Angeles and Hi Point 1522 LLC:

The City (DB) wrote on October 5, 2023:

"I will work on compiling your documents that I have. It will be your ultimate responsibility to review everything once it is compiled. While I will assist you, I cannot be responsible for your documents." **I ask so where are the documents that are in you possession?**

This is a follow up for my email of October 20, 2023 at 11:57 am.

Re Meet and Confer, I have requested a reasonable accommodation due to my disabilities. "City governments are required to make reasonable modifications to policies, practices, or procedures to prevent discrimination on the basis of disability. Reasonable modifications can include modifications to local laws, ordinances, and regulations that adversely impact people with disabilities. For example, it may be a reasonable modification to grant a variance for zoning requirements and setbacks. In addition, city governments may consider granting exceptions to the enforcement of certain laws as a form of reasonable modification. For example, a municipal ordinance banning animals from city health clinics may need to be modified to allow a blind individual who uses a service animal to bring the animal to a mental health counseling session. 28 C.F.R. §§ 35.130(b)(7) and 35.136." Source: ADA.

Without waiving my request for RA in this matter, I can meet with you by phone on Tuesday October 24 2023 at 10:00 am; you must agree in writing before the meeting that I can tape record the meeting; you must also agree that the conditions of the meeting are that my PTSD symptoms may cause there to be either periods of silence or periods of loud noises of which I will have no control; in other words, I have no liability for whether the meeting will be fruitful or whether you will be able to hear me at all due to the effects of my disabilities as known to you.

The CCP makes you liable to "identify all of the specific allegations that it believes are subject to being stricken and identify with legal support the basis of the deficiencies." And you claim you will object to documents numbering over 400 pages. I request that prior to the meet and confer (as I already requested) that you put your specific objections in writing via email so I will be better able to grasp what you are saying; a phone call under the circumstances will not be adequate. For example, the word "corruption" is mentioned on about 32 pages. It would take a considerable amount of time for you to detail your objections and for me to respond if you have such objections. I again request you put your specific allegations in writing.

A motion to strike must be brought within the time allowed to respond to a pleading. [CCP § 435](#) (b)(1). A motion to strike a complaint or cross-complaint must be brought within thirty (30) days of service of summons. [CCP § 412.20](#) (a)(3). However, **(a)** As used in this section:**(1)** The term "complaint" includes a cross-complaint.**(2)** The term "pleading" means a demurrer, answer, complaint, or cross-complaint.

Just for sake of argument—not accuracy—my understanding is that a motion to strike must be filed within 30 days of the service of the complaint, in this case the supplemental to the writ which was filed and served 8/23/2023. So I believe your objections to that in the form of a motion to strike would be untimely. From that point I believe you would have to seek the court's permission to hear a motion to strike that is not timely. Similarly, an amended reply to the supp answer was filed around 9/19/23 and so any objections on your part to that document would also be untimely, unless you seek the court's permission. "CCP 1089.5. Where a petition for writ of mandate is filed in the trial court pursuant to Section 1088.5, and where a record of the proceedings to be reviewed has been filed with the petition or where no record of a proceeding is required, the respondent shall answer or otherwise respond within 30 days after service of the petition."

"The court may, upon a motion made pursuant to [Section 435](#), or at any time in its discretion, and upon terms it deems proper: (a) Strikeout any irrelevant, false, or improper matter inserted in any pleading.

(b) Strike out all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court." CCP section 436. I note here that CCP section 436 is pursuant to CCP section 435. Section 435 says: "The term "complaint" includes a cross-complaint. The term "pleading" means a demurrer, answer, complaint, or cross-complaint." There is no indication here that a motion to strike under CCP section 435 refers to a Petition for Writ of Mandate, or that sections 435 or 436 give the court jurisdiction to strike any portion of a Petition for Writ of Mandate.

All rights reserved.

Geary Juan Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

Pro Se Litigant

A matter of ongoing harm
A very public matter



The State Bar of California

Attorney Misconduct Complaint

Date: 10/12/2023

Your Contact Information

Title:

First name: Geary

Middle name: Juan

Last name: Johnson

Address: 1522 Hi Point St 9

City: Los Angeles

State: CA

ZIP code: 90035

Email: tainmount@sbcglobal.net

Your telephone numbers:

Home: (323) 807-3099

Work:

Cell:

Attorney's Information

First name: Deborah

Middle name: Jeanne

Last name: Breithaupt

Address: 21st Floor, Room 2100 200 N. Spring Street

City: Los Angeles

State: CA

ZIP code: 90012

Email: deborah.breithaupt@lacity.org

CA Bar License #: 170206

Primary phone: (213) 922-8382

Other phone:

Cell phone:

Website:

Have you or a member of your family complained to the State Bar about this attorney previously?

Yes No

Did you hire the attorney?

Yes No

Does this complaint involve allegations of theft or misappropriation of funds?

Yes No

Does this complaint involve allegations of attorney misconduct against a person 65 years of age or older?

Yes No

Does this complaint involve allegations of attorney misconduct against a person who is incapacitated, infirm, disabled, incarcerated, an immigrant, or a minor?

Yes No

Does this complaint involve allegations that the attorney has abandoned a client?



Attorney Misconduct Complaint

Yes No

Are you an attorney?

Yes No

Enter the approximate date you hired the attorney and the amount, if any paid to the attorney.

Date:

Amount paid:

What is your connection with the attorney? Explain briefly.

I am Petitioner Pro Se in Petition for Writ court case. Breithaupt represents Respondent City of Los Angeles.

Statement of Complaint

Include with your submission a statement of what the attorney did or did not do that is the basis of your complaint. Please state the facts as you understand them. Do not include opinions or arguments. If you hired the attorney(s), state what you hired the attorney(s) to do. Additional information may be requested.

within 10 days of the filing of the Petition for Writ which was February 28, 2023. The writ was based on a city decision in December 2022 by the city of Los Angeles housing department. In July 6, 2023 document, the City (Respondent) issued a supplemental information to clarify the December 2022 decision. In that document, the city added more documents to the case file distinguished from the administrative record. 2. The attorney has said that I need to supply for the AR documents that I request to be included. I told the attorney the documents are already in the possession of the City. Thus far the attorney has refused to supply for the AR documents in the city's possession. 3. The attorney said in a court hearing that she is "alarmed" at some of my conduct I presume as a Pro se litigant who is Black with disabilities. However the attorney has refused to explain what she means by "alarmed". 4. As I am Pro Se, I had previously asked the attorney not to serve me court filed documents electronically. She has served me twice with court filed documents and told the court I was served electronically. She never got my permission before serving me electronically. Other attorneys involved with this case are Hydee Feinstein Soto, Denise C. Mills, John W. Heath, and Mei-Mei Cheng. Attorney for the Real Party in Interest is Michael Gerst. I ask that the attorney in question be disciplined up to and including disbarment.

Related Court Case Information

Court name: Los Angeles Superior Court

Case name: Geary J. Johnson v City of Los Angeles

Case number: 23STCP00644

Approx. date case was filed: 2/28/2023

Size of law firm complained about Government Attorney

If you are not a party to this case, what is your connection with it? Explain briefly.



The State Bar of California

Attorney Misconduct Complaint

Date: 10/12/2023

Attachments

No files attached

- 2023-10-11 Email City Attorney re Record.pdf
- 2023-10-12 For State Bar pages 18 and 21.pdf
- 2023-6-16 Email City Writ on Mail Only Service.pdf
- 2023-8-16 Email City attorney on Record Corrupt.pdf
- 2023-9-11 Email to City Attorney re Record.pdf
- 2023-9-16 Email City Attorney on Email Service.pdf
- 2023-9-6 Email city attorney re LAHD Writ.pdf
- 2023-9-7 Email to City Attorney re Record.pdf
- 2023-9-8 Email City Attorney on Record.pdf
- Statement of Complaint from Johnson.pdf

Translation Information

Not applicable

The State Bar accepts complaints in over 200 languages. If you need translation services to communicate with the State Bar, please let us know by completing this section of the complaint form. We will communicate with you through a translation service in the language of your choice. Do you need translation services?

Yes No

State the language in which you need formal translation:



Attorney Misconduct Complaint

Submission

- By checking this box I certify that all information on this form is true and correct. I understand that the content of my complaint can be disclosed to the attorney. I understand that I waive the attorney client privilege and any other applicable privilege between myself and the attorney to the extent necessary for the investigation and prosecution of the allegations. I also agree that the checkbox and my name typed below are to be used as my electronic signature.
- I understand that if the Office of Chief Trial Counsel (OCTC) prosecutes allegations contained in this complaint, I may be required to testify before the State Bar Court in order to prove the charge or charges or misconduct against the above-named attorney.
- I understand that every person who reports to the State Bar or causes a complaint to be filed with the State Bar that an attorney has engaged in professional misconduct, knowing the report or complaint to be false and malicious, is guilty of a misdemeanor.

Signature Geary Juan Johnson

Attach to State Bar complaint- Statement of Complaint- October 12, 2023

I am Pro Se in this case. The attorney in question does not represent me and is opposing counsel. This is a petition for writ of mandate case. 1. Around April 7, 2023 I requested of the attorney the entire record in this matter. The attorney has failed to provide me with the record within 10 days of the filing of the Petition for Writ which was February 28, 2023. The writ was based on a city decision in December 2022 by the city of Los Angeles housing department. In July 6, 2023 document, the City (Respondent) issued a supplemental information to clarify the December 2022 decision. In that document, the city added more documents to the case file distinguished from the administrative record. 2. The attorney has said that I need to supply for the AR documents that I request to be included. I told the attorney the documents are already in the possession of the City. Thus far the attorney has refused to supply for the AR documents in the city's possession. 3. The attorney said in a court hearing that she is "alarmed" at some of my conduct I presume as a Pro se litigant who is Black with disabilities. However the attorney has refused to explain what she means by "alarmed". 4. As I am Pro Se, I had previously asked the attorney not to serve me court filed documents electronically. She has served me twice with court filed documents and told the court I was served electronically. She never got my permission before serving me electronically. Other attorneys involved with this case are Hydee Feinstein Soto, Denise C. Mills, John W. Heath, and Mei-Mei Cheng. Attorney for the Real Party in Interest is Michael Gerst. I ask that the attorney in question be disciplined up to and including disbarment.

Geary J. Johnson

Communication from Public

Name: Mr. Matthew

Date Submitted: 10/30/2023 09:46 PM

Council File No: 20-0407-S1

Comments for Public Posting: Desar, I hope I am misreading that LA wants to extend rent freeze, could this be true? Is there something I am missing where a working class person who is a landlord keeps paying all the vendor increases and has increases in RSO/LA fees and has to maintain the property with no added revenue for many years. Speaking for myself and many others who are not rich fat cats, we thought apts would be an investment, and allow us some security later in life, instead this venture is proving to force me to use savings and give up a dream of retirement years one day with a property as part of it. We now have the tx collecting raising us any amount they want, no more prop 13. Insurance has gone up exponentially as well as other vendors, and we have to maintain the properties. It is wrong on so many levels to ask a small owner to subsidize a tenant, why doesn't LA City buy all the apt buildings and become the landlord, it'd be a relief for me. Mr. Matthew

Communication from Public

Name: Lauren Sorensen

Date Submitted: 10/30/2023 03:47 PM

Council File No: 20-0407-S1

Comments for Public Posting: I am a renter in Los Angeles and I am deeply concerned about the upcoming 7-9% rent increase. This increase would place an enormous burden on my household and those of my neighbors, and it would increase evictions and homelessness. I have been a renter in Los Angeles for 8 years, and if my rent goes up 7-9% I will struggle to afford to live here and will lessen money I'm able to spend to support local businesses, not to mention elderly neighbors on fixed income or people still financially recovering from the pandemic. Basing rent increases on inflation creates a double standard where landlord's cost of living are prioritized over the tenants. Please extend the rent freeze.

Communication from Public

Name: Nora Hensley

Date Submitted: 10/30/2023 03:49 PM

Council File No: 20-0407-S1

Comments for Public Posting: I support an extension for a rent freeze for RSO properties - two thirds of the units in LA. LA is already known for soaring housing costs, soaring evictions and soaring rates of homelessness. Rent increases will make all of these worse, and landlords simply do not need more of working-class Angelenos' hard-earned money. Please freeze rent in RSO units for as long as you can.

Communication from Public

Name: AOA - Apartment Owners Association of California
Date Submitted: 10/30/2023 04:21 PM
Council File No: 20-0407-S1
Comments for Public Posting: Dear Housing Committee Members: AOA strongly opposes the proposed rent freeze extension. AOA strongly opposes Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Jeff Faller Apartment Owners Association of California, Inc.

Communication from Public

Name: Ky Trang Ho

Date Submitted: 10/30/2023 04:54 PM

Council File No: 20-0407-S1

Comments for Public Posting: Dear Housing Committee Members: I strongly oppose the proposed rent freeze extension. I strongly oppose Agenda Item #12 (council file #20-0407-S1). Tuesday marks Day 1,336 since the beginning of the COVID-19 rent freeze. Rents have already been frozen for 43 months! All expenses related to maintaining rental property have increased, far out-pacing the CPI inflation numbers. Utility rates, SCEP fees, RecycleLA rates, and relocation fees have all increased. Why don't you take a retroactive pay cut and, work at your 2019 salary level and cut the entire city budget back to that of 2019? To impose that on rental property owners is no different. Inflation impacts both owners and renters. Will you make rules for others that you would never make for yourself? Thank you for dismissing this proposal Sincerely,
Ky Trang Ho

Communication from Public

Name: Mary V.

Date Submitted: 10/30/2023 03:34 PM

Council File No: 20-0407-S1

Comments for Public Posting: "I'm commeting to ask Councilmember Blumenfield to vote YES on item 12 on Wednesday at the Housing & Homelessness Committee meeting. I am a renter in Los Angeles and I am deeply concerned about the upcoming 7-9% rent increase. This increase would place an enormous burden on my household and those of my neighbors, and it would increase evictions and homelessness. Extend the rent freeze!"

Communication from Public

Name: Michael Bednar
Date Submitted: 10/30/2023 03:36 PM
Council File No: 20-0407-S1
Comments for Public Posting: I'm calling to ask Councilmember Blumenfield to vote YES on item 12 on Wednesday at the Housing & Homelessness Committee meeting. I am a renter in Los Angeles and I am deeply concerned about the upcoming 7-9% rent increase. This increase would place an enormous burden on my household and those of my neighbors, and it would increase evictions and homelessness. Extend the rent freeze!

Communication from Public

Name: Elizabeth Guzman

Date Submitted: 10/30/2023 03:20 PM

Council File No: 20-0407-S1

Comments for Public Posting: When rents go up, so do evictions and homelessness. I can't afford a 7-9% rent increase and neither can hundreds of thousands of RSO tenants across the city. Vote YES on motion 20-0407-S1 this Wednesday!