

Communication from Public

Name: G. Juan Johnson
Date Submitted: 05/20/2021 04:19 PM
Council File No: 14-0268-S13

Comments for Public Posting: Housing Committee ;Mayor and City Council, and the Public: I further comment on the draft for the Anti-Harassment of Tenant Ordinance (it should be named the Walter Barratt law). I previously have submitted comments 1/21/19 and 4/11/21. I think the main issues addressed by many are HARASSMENT, HOUSING SERVICES, AND ENFORCEMENT.

HARASSMENT: Providing tenants relief under local as well as state law seems to complicate the issues and will cause mass confusion as to which law a tenant should pursue. The city also may be promising more than it can deliver because it seems the RAC will have enforcement authority, and in my experiences RAC does a horrible job of enforcement, let alone the bias that city employees exhibit towards tenants. (See attachments.) The term “harassment” appears in numerous federal and state civil rights laws and including sexual harassment. Harassment can be civil as well as criminal. It seems the draft is meant to concentrate on housing discrimination as opposed to employment or civil rights generally. To that extent, the law will be problematic if it duplicates state or federal law without a good reason. Rather than pass this ordinance, why not pass a law where the city will provide legal assistance so a tenant can sue the landlord in court for harassment? State CCP law 527 covers and defines harassment. “527.6. (a) (1) A person who has suffered harassment as defined in subdivision (b) may seek a temporary restraining order and an injunction prohibiting harassment as provided in this section.... (b) For the purposes of this section: (1) "Course of conduct" is a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose, including following or stalking an individual, making harassing telephone calls to an individual, or sending harassing correspondence to an individual by any means, including, but not limited to, the use of public or private mails, interoffice-mail, facsimile, or computer email. Constitutionally protected activity is not included within the meaning of "course of conduct.” (2) "Credible threat of violence" is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his or her safety, or the safety of his or her immediate family, and that serves no legitimate purpose. (3) "Harassment" is unlawful violence, a credible threat of violence, or a knowing and

willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress, and must actually cause substantial emotional distress to the petitioner.” The average person may have a tough time navigating requirements. IMO these are the grounds for seeking a TRO in court. I figure a city law cannot give a person less protection than state law. I figure a local law must correspond to the wording of state law, or else the landlord can use state law to fight against the local law allegations. Local law must identify that the tenant allege a series of acts or that the landlord conduct is repeated. To prove “substantial emotional distress” will be problematic. Any good attorney could tell you this. Under state law, the tenant will have to prove the acts of the landlord are intentional. Also, See (California Government Code Section 12900-12951 & 12927-12928 & 12955 - 12956.1 & 12960-12976) provides protection from harassment or discrimination in employment because of: age (40 and over), ancestry, color, creed, denial of family and medical care leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), national origin, race, religion, sex, and sexual orientation.” The Unruh act also can protect against housing harassment. HOUSING SERVICES. Using “failure to perform necessary” repairs is vague. I think “necessary and agreed” or “repairs requested by tenant” might be more helpful. There is substantial disagreement over the phrase “everything in the unit not put there by the tenant should be in working order”. You will see from my attached emails that the fire department says the city has jurisdiction over intercoms, but code enforcement employees disagree. Biased and corrupt employees need to be transferred out. ENFORCEMENT. City says over 10,000 harassment complaints in 2018 (under what law?) because IMO the city employees do not make a diligent effort to enforce existing law. Whether the complaint has merit or not, there must be a fine just for the filing of the complaint. The Health and Safety Code 17920.3 is not just about substantial repairs if you read it. Code enforcement has jurisdiction over “General dilapidation or improper maintenance.” and “nuisance” conditions. G. JUAN JOHNSON, MAYORAL CANDIDATE.

Re: Voluntarry Relocation

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com

Cc: mayor.garcetti@lacity.org; contact.center@dfeh.ca.gov; hcidla.rso.central@lacity.org; info@housingrightscenter.org; gavin@gavinnewsom.com; attorneygeneral@dojca.gov; walter.barratt@gmail.com; highpoint1522@gmail.com; cynthia@powerpropertygrp.com; councilmember.martinez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.cedillo@lacity.org; councilmember.bonin@lacity.org; councilmember.ofarrell@lacity.org; paul.koretz@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.krekorian@lacity.org; councilmember.rodriguez@lacity.org; councilmember.buscaino@lacity.org; councilmember.price@lacity.org

Date: Wednesday, May 12, 2021, 04:45 PM PDT

Re "Vacating for a Dollar Amount"- this is a public rent-controlled unit

Dear Thomas Khammar:/Hi Point Apts LLC:

This email shall respond to your email. This shall also memorialize the conversation I had with your employee Cynthia Reynosa earlier today.

First, I am surprised that you want me to respond to hearsay i.e you state "I heard you sent an email to Walter or someone within the team". I guess that is all you got since I have not heard from you or the owner pretty much not any conversation since you took over as property managers in 2019, other than maintenance workers into the unit.

When you say "heard", that means that you do not have copies of any letters or emails over the years sent to your office in which I mentioned a possible buyout? Walter has never given you any emails/letters of that nature of the past year? See you are already starting off on the bad faith foot. I also signed up for dispute resolution with the Court, which I think you ignored. My understanding is when a party ignores dispute resolution, the court will dismiss its case.

One of the most recent offers to vacate occurred in an email titled "2021-3-16 Email re sink repair and request buyout" (attached) or "**Garbage Disposal Repaired - Intercom Still Needs repair - Buyout Requested**". As you know, that offer expired on March 30, 2021. There was no response from your office.

Now your company is faced with numerous DFEH intakes, a small claims case where your company claims I am being sued by six different parties simply because I asked for housing services, and numerous code violations and city RSO complaints. In consideration of the court action, I anticipate the DFEH intakes may take years to investigate; the small claims case has not gone to court in almost 2 years. In normal circumstances, a lawyer (not me) might advise you to try to enter into a settlement agreement of all claims. So this email is my ASAP discussion with you as you requested.

Second, I had a pleasant conversation today with your employee Cynthia Reynosa at about 1:30 pm (Reynosa is named as defendant and cross complainant in the small claims case.) She knocked on the door unannounced and we talked in front of the building. She said she knew very little about the court case. I asked and she said that Thomas Khammar did not send her to talk with me, but she said she was in the area seeking tenants who would enter into buyout agreements. She said she would take my comments back to Khammar. I renewed my interest in the buyout stating similar conditions as my March 30 expired offer: \$50,000 that I would consider only on the grounds that the intercom unit 9 is repaired, that unit 9 is assigned either parking for two cars or a tandem parking stall (at no additional rent charges). "Consider" means that I would read over a buyout agreement only after the housing services are provided; that such buyout agreement would of course have to be agreed to by my roommate. Reynosa and I agreed that there is the possibility that if the housing services requested are provided by tomorrow, I could be reviewing a buyout offer the day after tomorrow. THIS OFFER IS GOOD FOR FIFTEEN DAYS from the date of this email. I have seen tenants in similar units offered \$100,000 to vacate, so I think my offer is a good deal. Of course, my roommate could ask for more than \$50,000. I believe the minimum the city requires for the buyout is \$21,900. (The LATU recommends a buyout goal of \$1 million dollars).

All rights and remedies are reserved. I reserve the right to modify, revoke, or amend this email at any time. It is not intended as a remedy or resolution of any claims against the defendants named.

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

c: DFEH case JOHNSON/HARRIS case 202104-13236514

On Monday, May 10, 2021, 08:52:48 AM PDT, Thomas Khammar <thomas@powerpropertygrp.com> wrote:

Geary,

Good Morning. I heard you sent an email to Walter or someone within the team that you are interested in vacating for a dollar amount. Call me ASAP to discuss.

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

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2021-3-16 Email re sink repair and request buyout.pdf
91.3kB

New Intake Filed against PPM- Memorialize Court case JOHNSON V POWER - In the Public Interest- DFEH Case 202104-13236514

From: G Johnson (tainmount@sbcglobal.net)

To: mayor.garcetti@lacity.org; info@housingrightscenter.org; councilmember.bonin@lacity.org; gavin@gavinnewsom.com; councilmember.harris-dawson@lacity.org; councilmember.rodriquez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.cedillo@lacity.org; councilmember.ofarrell@lacity.org; councilmember.buscaino@lacity.org; councilmember.martinez@lacity.org; councilmember.price@lacity.org; paul.koretz@lacity.org; councilmember.lee@lacity.org; hcidla.rso.central@lacity.org; councilmember.ridley-thomas@lacity.org

Cc: walter.barratt@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; cynthia@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; contact.center@dfeh.ca.gov

Date: Monday, May 17, 2021, 03:51 PM PDT

Walter Barratt Testifies that City Employees told him to deny Housing Services to Black Tenants

Dear Power Property Management, Inc.("PPM") et al:

1. Due to your filing of the cross-complaint in case 19STSC14394, I have asked the DFEH to investigate you for unlawful retaliation. In my opinion, the DFEH can take up to a year to investigate. I will still retain the right to file court action within the 3 year statute of limitations.
2. At the court hearing May 14, 2021, Walter Barratt testified that city government housing employees told him to deny housing services to Black tenants. Barratt also testified that city employees said they routinely deny/ignore housing violation complaints from Black tenants.
3. Walter Barratt admitted that the intercom unit 9 has not been maintained since 2014. Exhibits to the court show that Barratt replaced the entire building intercom system in 2015 but stopped short of replacing intercoms of units 9, 8, and 5, even though the box on the outside of the building implies that unit 9,8,5 have working intercoms.
4. Barratt testified that it is his intention that unit 9 tenants have a working intercom. He

indicated the intercom would be replaced as a result of the THP he filed with the city. Exhibits showed that Barratt filed the THP in 2015; no repairs have been made to the intercom in over six years in spite of the THP.

5. Barratt testified that the intercom unit 9 cannot be replaced unless the entire unit is re-wired but gave no proof of that. I disagreed with his statement.

6. I have viewed various articles online and none of them indicate a complete re-wire is needed to replace an intercom, that is much like replacing a garbage disposal unit or smoke detector. The intercom in unit 9 sits near the front door and about 20 feet from the front of the building intercom main box.

7. There is no indication in my rent agreement that routine maintenance of the intercom would require a complete re-wire of the unit.

8. According to court documents, defendants Cassandra Harris and Cynthia Reynosa stated under penalty of perjury that they had a business relationship with myself from 2014-2018; as this is untrue, I believe this constitutes a false statement, actionable under criminal law.

9. At the court hearing Cassandra Harris testified that I had told her not to talk to me, in spite of numerous emails to her from me that she did not respond to in writing as requested. I request that Harris provide me with proof that shows I told her not to talk to me. Otherwise, I believe Harris has made a false statement under penalty of perjury. I believe that Harris may be a government operative who is also liable under a government code of ethics.

10. When a management company, or resident manager, take responsibility for managing a building, they assume responsibility for all matters pending at the time of the takeover, thus Power Property Management as well as Harris are responsible for any maintenance complaints that were pending after 2015.

11. State law states that a reasonable time to make repairs is 35 days. It is well over 35 days since the intercom unit 9 has needed repair. (Civil Code section 1942.4).

12. Conduct of the defendants at the hearing show that they are guilty of fraud, oppression, and malice. (California civil code section 1942.5)

13. The defendants indicated they were going to file a motion(s) with the court, in an unlawful ex parte communication with the Judge to be set after the hearing, and were not going to serve me with a copy of the motion, a violation of my due process rights.

14. (This recall is meant to be indicative, but not all inclusive.)

15. Walter Barratt, to support his cross complaint for harassment, voiced his objection to me having the right to file code violation and racial discrimination complaints. All defendants appeared not to be willing to comply with federal and state fair housing laws.

16. Barratt said that because of my complaints about housing and racism, that numerous banks had turned him down for loans. He did not provide a list of the banks.

17. Barratt said he had lost tenants because of my complaints about racism but he did not name the tenants by name or building.

18. Even though Barratt claimed that he would repair the intercom unit 9 thru the THP, he admitted that he has never communicated with me in any way, and admitted that he (nor his agents) had ever told me he would replace the intercom.

19. Defendants continue to violate the provisions of Civil Code section 1942.4(a).

20. I testified that there are continuing damages, continued breach of the rental agreement, and continuing performance issues with the landlord.

21. Neither Barratt nor his agents gave a date as to when the intercom replacement will occur.

22. According to exhibits, the duty of PPM is to "coordinate" maintenance. PPM and the resident manager have negligently failed their duty to coordinate maintenance for the intercom in unit 9.

23. Since the owner has admitted that the intercom needs repair, his frustrations seem to validate that my legally protected complaints are neither harassing, retaliatory, vexatious, or frivolous.

24. As regards parking, Barratt testified that there are 18 units and 18 parking stalls. I testified and gave evidence ("CFO") that there are 18 units and 27 parking stalls.

25. Barratt said that unit 9 could have a tandem parking stall for \$50 more per month; I testified and gave evidence that the cost of all parking is included in the rent and that no tenant is paying \$50 extra for tandem parking. There are 13 single stalls and seven tandem stalls.

26. Contrary to what city housing employees allege, tandem parking was available at the

"inception" of the rental agreement: available is defined as ready immediately or ready at some future date. At the future date, we were assigned tandem parking by the manager. Barratt should have honored this agreement but he refused. The biased city employees refused to identify what tenant was assigned to stall #8 for four years, because during that time unit 9 was assigned to tandem stall #14. When the owner forced us in 2014 to vacate stall #14, there remained six tandem stalls that remained empty and unused for at least 2 months.

27. If the court does not order housing services by a certain date, it may be an option to file another court action to establish a date for specific performance.

27. The court decision is pending.

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Geary Juan Johnson
1522 HI POINT ST 9
LOS ANGELES CA 90035
Phone 323-807-3099

Reference: See any of my latest CPRAs filed with the City clerk and published to the Internet by the City clerk. Latest request #21-668. Filed January 2021.

Racist City Employees Refuse Inspection - Abuse of City Tax Dollars - Retaliation by City Employees-DFEH intake 202104-13236514

From: G Johnson (tainmount@sbcglobal.net)

To: mayor.garcetti@lacity.org; hcidla.rso.central@lacity.org; info@housingrightscenter.org; gavin@gavinnewsom.com; councilmember.harris-dawson@lacity.org; councilmember.rodriquez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.cedillo@lacity.org; councilmember.martinez@lacity.org; councilmember.ofarrell@lacity.org; councilmember.buscaino@lacity.org; councilmember.price@lacity.org; paul.koretz@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.bonin@lacity.org; councilmember.lee@lacity.org; hcidla.rsodocs@lacity.org

Cc: contact.center@dfeh.ca.gov

Date: Tuesday, May 18, 2021, 10:44 AM PDT

"...I believe the real reason for their refusal to inspect is in retaliation because I have complained about city and owner housing discrimination and because I have made code violation complaints against this property, and because I am Black."

Dear Mayor and Council:

This shall memorialize a visit today from the city Housing Code enforcement at about 8:45 am. This recall is meant to be indicative but not all-inclusive.

As soon as the inspector arrived at the front of the property, he indicated that before he arrived he had a conversation with his supervisor M. Nicolas that code enforcement was not going to investigate the non-operating intercom system. I wondered to myself why he had wasted tax dollars to come out to the property in the first place if he knew he was not going to make the inspection. Then after I questioned him, he changed his tune and said he would not make the inspection because his supervisor Nicolas said that I was being "argumentative". However, I believe the real reason for their refusal to inspect is in retaliation because I have complained about city and owner housing discrimination and because I have made code violation complaints against this property, and because I am Black. The owner indicated last week to me that the city government told him they ignore code violation complaints of Black tenants, and today's performance by two city employees is proof of that.

The inspector said I was being "argumentative" but in truth, I was simply complaining about the racist practices of the city Housing Department and code enforcement and rent control, and complaining about code violation complaints like lack of maintenance.

My code violation complaint #779874 involves the front door not working as intended. read door not working as intended, non-operating vehicles on the property, unpermitted home-sharing, intercom unit 9 not useable, rear inside stairs unstable, unpermitted structure in the parking lot. These are all legitimate complaints.

I explained to Nicolas and the other inspector that by state law the code inspectors have authority over all portions of the 1522 Hi Point St building; they both disagreed. For that, I request both employees face discipline up to and including termination from employment for not making a diligent effort to do their job.

I also explained that around 1973 the city authorized the install of the intercom system. In 2015 the city housing department in the capital improvements decision authorized the install and new wiring for the new intercom system. The city also around 2015 authorized new wiring for the intercom system as part of the government approval for the THP, and also authorized a rent increase based on the city-approved install of the intercom and the city CFO. Both inspectors have disagreed with me on this. Both have disagreed that hundreds of buildings across the city have intercom systems, of which the city fire department has jurisdiction over some because they are connected to the fire alarm system.

The inspector refused to enter the property and inspect as requested, even after I told him we could talk about the intercom at a later time.

I will be filing a new code violation complaint today.

I will be posting to the internet a video of the visit today and I will send you a link to the video.

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

"For that, I request both employees face discipline up to and including termination from employment for not making a diligent

effort to do their job."

Amended. Parking Issues at 1522 Hi Point St - Reference DFEH Case Number 202104-13236514- Continuing Performance duties of Hi Point Apts LLC

From: G Johnson (tainmount@sbcglobal.net)

To: mayor.garcetti@lacity.org; hcidla.rso.central@lacity.org; gavin@gavinnewsom.com; contact.center@dfeh.ca.gov; councilmember.harris-dawson@lacity.org; councilmember.rodriquez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.cedillo@lacity.org; councilmember.martinez@lacity.org; councilmember.price@lacity.org; paul.koretz@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.ofarrell@lacity.org

Cc: info@housingrightscenter.org; walter.barratt@gmail.com; highpoint1522@gmail.com; cynthia@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; brent@powerpropertygrp.com; attorneygeneral@dojca.gov

Date: Wednesday, May 19, 2021, 01:38 PM PDT

To whom it may concern:

At the Friday, May 14 court hearing on this matter Walter Barratt, employer of Power Property Management Inc., told the court that he was willing to provide us with a tandem parking stall if we paid \$50.00. He basically regurgitated this from 2014 because from 2014 to now, he admitted that he negligently had not responded to my inquiries about parking, essentially telling me by his silence that the tandem parking was not available.

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 Cassandra 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.

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Geary J. Johnson

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

reference: Power Property Group, PO Box 472, Culver City, CA 90232.

reference: Power Property Management obligations per their 1/10/19 letter:

"... full-service management company...responsible for collecting rents, coordinating repairs...all matters/repairs must go thru our office."

reference: Civil Code section 52 provides:

"(a) Whoever denies, aids or incites a denial, or makes any discrimination or distinction contrary to Section 51, 51.5, or 51.6, is liable for each and every offense for the actual damages, and any amount that may be determined by a jury, or a court sitting without a jury, up to a maximum of three times the amount of actual damage but in no case less than four thousand dollars (\$4,000), and any attorney's fees that may be determined by the court in addition thereto, suffered by any person denied the rights provided in Section 51, 51.5, or 51.6. "

reference: jurisdiction of code violation inspectors from H & S code: "including but not limited to...any building or portion thereof...general dilapidation or improper maintenance... the welfare of the public...inadequate sanitation". Code enforcement inspectors Marcel Nicolas and Luis Tolentino said they refuse to enforce the H & S code in this regard. I have talked with city fire department employees who told me the city inspectors do have authority to inspect multifamily dwelling intercom systems.

Attachment Google search for "Racism Hi Point Apts"- 1 page

- Google Website Page.pdf
599.3kB

Geary Juan Johnson
Phone 323-807-3099



Google Website Page.pdf
599.3kB

Communication from Public

Name: G. Juan Johnson
Date Submitted: 05/21/2021 02:23 PM
Council File No: 14-0268-S13
Comments for Public Posting: Comments from the Public.

LA Council File 14-0268-S13. I support the draft Harassment by Landlord ordinance, but I don't think the city government Mayor and Council are serious about stopping harassment of tenants. (1) See CCC 1942.5 that addresses "retaliation" by landlords. (2) See "A landlord of a dwelling may not demand rent, collect rent, issue a notice of a rent increase, or issue a three-day notice to pay rent or quit pursuant to subdivision (2) of Section 1161 of the Code of Civil Procedure , if all of the following conditions exist prior to the landlord's demand or notice..." CCC section 1942.4. (3) See CCC section 1941.1. (4) See California Health and Safety Code Section 17920.3- SUBSTANDARD HOUSING. (5) See California civil code section 1941.1. (6) IMO administrative agencies may engage in opinion, rather than fact finding, as opposed to courts that are supposed to be the finders of facts. (7) The proposed ordinance is designed to make tenants jump thru hoops. (8) I filed city code violation complaints numbered 750967 and 783277 which include the allegation of harassment. Neither were addressed by city employees. (9) Many tenants would not be able to afford the time and cost of litigation to sue landlords (10) It would be more sincere and efficient to pass a law that gives the city the authority to sue the landlords on the tenants' behalf. I think the city has that authority already. (11) If the landlord offers a tenant buyout agreement, it needs to be filed with the city immediately, not 60 days after the tenant vacates. To have the landlord/tenant file after 60 days of vacating the unit is detrimental to the tenant. (12) "We call "must" and "must not" words of obligation. "Must" is the only word that imposes a legal obligation on your readers to tell them something is mandatory. Also, "must not" are the only words you can use to say something is prohibited. Who says so and why? Nearly every jurisdiction has held that the word "shall" is confusing because it can also mean "may, will or must." Even the Supreme Court ruled that when the word "shall" appears in statutes, it means "may." The wording of the proposed ordinance must be "must" (instead of shall) or use the word "mandatory". The 42 or more city paid attorneys should know this. (13) I have made numerous code violation and harassment complaints to the city since 2014 only to be met by deaf ears. I sued the city government in 2016 (2:16-cv-03236-JLS-ASW) to stop the city government practice of systemic housing discrimination and harassment. From comments to this file number, the harassment of tenants by city employees still exists to this day. Filing over 200 code violation complaints have not stopped the harassment against me. The housing committee and government are not serious about stopping landlord harassment. When I recently reported code violations to the city government, I was harassed by code enforcement employees who tried to stop me from reporting the violations and retaliated against me and refused to make the inspection. Numerous tenants face this kind of city employee conduct every day with no effective remedy available. Until you fix the problem of city employee ethics code violations and biased enforcement, your proposed harassment ordinance will be a waste of time and tax dollars. (14) Excerpt Attachment to city of Los Angeles

Code Violation Complaint. "BLACK CITY EMPLOYEE SAYS BLACKS NOT ENTITLED TO FAIR HOUSING." "The intercom system at this local address remains un repaired. The intercoms for various units ...do not functions as intended. A REAP complaint was filed with the city regarding the lack of intercom maintenance and lack of assignment to a tandem parking still for tenants unit 9, both who are Black Americans. Now we have an African American and Asian woman US Vice President but she does not have the power that housing discrimination has in this city....the rear door to the building does not function as intended, ...The rear inside stairs to the building are wobbly and unsafe. There is an un permitted structure outside the building of which I sent pictures to you as it is off the parking lot. Under state law below, the code inspector has jurisdiction over "any building or portion thereof". The state law says "including but not limited to" and "general dilapidation or improper maintenance." The city law LAMC says housing services are "including but not limited to". State law also gives the code enforcement authority over "any nuisance". (15) I believe the real reason for their refusal to inspect is in retaliation because I have complained about city and owner housing discrimination and because I have made code violation complaints against this property, and because I am Black." BY G.JUAN JOHNSON, MAYORAL CANDIDATE LONG BEACH 1994 AND 1998. See May 18, 2021 email to Mayor and Council re refusal to inspect, at 10:44 am.

Racist City Employees Refuse Inspection - Abuse of City Tax Dollars - Retaliation by City Employees-DFEH intake 202104-13236514

From: G Johnson (tainmount@sbcglobal.net)

To: mayor.garcetti@lacity.org; hcidla.rso.central@lacity.org; info@housingrightscenter.org; gavin@gavinnewsom.com; councilmember.harris-dawson@lacity.org; councilmember.rodriquez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.cedillo@lacity.org; councilmember.martinez@lacity.org; councilmember.ofarrell@lacity.org; councilmember.buscaino@lacity.org; councilmember.price@lacity.org; paul.koretz@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.bonin@lacity.org; councilmember.lee@lacity.org; hcidla.rsodocs@lacity.org

Cc: contact.center@dfeh.ca.gov

Date: Tuesday, May 18, 2021, 10:44 AM PDT

"...I believe the real reason for their refusal to inspect is in retaliation because I have complained about city and owner housing discrimination and because I have made code violation complaints against this property, and because I am Black."

Dear Mayor and Council:

This shall memorialize a visit today from the city Housing Code enforcement at about 8:45 am. This recall is meant to be indicative but not all-inclusive.

As soon as the inspector arrived at the front of the property, he indicated that before he arrived he had a conversation with his supervisor M. Nicolas that code enforcement was not going to investigate the non-operating intercom system. I wondered to myself why he had wasted tax dollars to come out to the property in the first place if he knew he was not going to make the inspection. Then after I questioned him, he changed his tune and said he would not make the inspection because his supervisor Nicolas said that I was being "argumentative". However, I believe the real reason for their refusal to inspect is in retaliation because I have complained about city and owner housing discrimination and because I have made code violation complaints against this property, and because I am Black. The owner indicated last week to me that the city government told him they ignore code violation complaints of Black tenants, and today's performance by two city employees is proof of that.

The inspector said I was being "argumentative" but in truth, I was simply complaining about the racist practices of the city Housing Department and code enforcement and rent control, and complaining about code violation complaints like lack of maintenance.

My code violation complaint #779874 involves the front door not working as intended. read door not working as intended, non-operating vehicles on the property, unpermitted home-sharing, intercom unit 9 not useable, rear inside stairs unstable, unpermitted structure in the parking lot. These are all legitimate complaints.

I explained to Nicolas and the other inspector that by state law the code inspectors have authority over all portions of the 1522 Hi Point St building; they both disagreed. For that, I request both employees face discipline up to and including termination from employment for not making a diligent effort to do their job.

I also explained that around 1973 the city authorized the install of the intercom system. In 2015 the city housing department in the capital improvements decision authorized the install and new wiring for the new intercom system. The city also around 2015 authorized new wiring for the intercom system as part of the government approval for the THP, and also authorized a rent increase based on the city-approved install of the intercom and the city CFO. Both inspectors have disagreed with me on this. Both have disagreed that hundreds of buildings across the city have intercom systems, of which the city fire department has jurisdiction over some because they are connected to the fire alarm system.

The inspector refused to enter the property and inspect as requested, even after I told him we could talk about the intercom at a later time.

I will be filing a new code violation complaint today.

I will be posting to the internet a video of the visit today and I will send you a link to the video.

All rights reserved.

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

"For that, I request both employees face discipline up to and including termination from employment for not making a diligent

effort to do their job."

Communication from Public

Name: Lauren Natoli

Date Submitted: 05/24/2021 10:13 AM

Council File No: 14-0268-S13

Comments for Public Posting: I am writing in support of Item No. 3, 14-0268-S13. While I am in full support, I ask that you hurry this item along and finally turn it into law. This has been waiting for too long, and with the job losses and stutters from the pandemic we need the prevention of tenant harassment more than ever.

Communication from Public

Name: Kayla Koerting

Date Submitted: 05/25/2021 04:57 PM

Council File No: 14-0268-S13

Comments for Public Posting: The Valley Industry and Commerce Association (VICA) supports amendments to the Los Angeles City Anti-Harassment Ordinance (CF 14-0268-S13), which would establish an anti-harassment of tenants ordinance within the existing Los Angeles Municipal Code. VICA and the business community condemn any form of tenant harassment, but we urge the committee to include amendments that ensure balance and protection for all parties from bad faith and ill intent. Please consider the following modifications to the draft ordinance: 1. Expand the Right to Cure on All Items The vagueness of the current draft ordinance may put landlords in danger of facing costly and frivolous lawsuits, as the right to cure only applies to repair issues, maintenance issues, and other items that are open-ended and vague. Given that harassment is already illegal through state law, we want to ensure that this additional local standard also adds a layer of protection from bad faith litigation. 2. Clarify that Enumerated Behaviors in the Ordinance Have to Meet the Definition of Harassment There are concerns of whether behaviors listed in the ordinance could be considered violations, regardless of whether the behavior meets the definition of harassment set forth. We do not believe this is intended, and clarification of behaviors and de facto violations is necessary. 3. Include Complete Language from California Civil Code Section 527.6(b)(3) as instructed by the Housing Committee in May 2019 The current draft ordinance uses language from Section 527.6(b)(3) to define harassment. However, the draft ordinance excludes language, which states that “The course of conduct must be that which would cause a reasonable person to suffer substantial emotional distress and must actually cause substantial emotional distress to the petitioner.” This language has already been instructed for inclusion, and the instruction is available for reference in transmittal from May 2019 in the Council File. This is a crucial component of any anti-harassment law that ensures the law does not penalize conduct based on an unreasonable reaction. We believe that the Los Angeles City Anti-Harassment Ordinance could be strengthened by revisions that protect against bad faith actors. VICA respectfully asks the committee to support these amendments.



May 25, 2021

Los Angeles City Councilmember
Los Angeles City Hall
200 N Spring Street
Los Angeles, CA 90012

SUBJECT: City of Los Angeles Anti-Harassment Ordinance (CF 14-0268-S13)

Dear Councilmember,

The Valley Industry and Commerce Association (VICA) supports amendments to the Los Angeles City Anti-Harassment Ordinance (CF 14-0268-S13), which would establish an anti-harassment of tenants ordinance within the existing Los Angeles Municipal Code.

VICA and the business community condemn any form of tenant harassment, but we urge the committee to include amendments that ensure balance and protection for all parties from bad faith and ill intent. Please consider the following modifications to the draft ordinance:

1. **Expand the Right to Cure on All Items** The vagueness of the current draft ordinance may put landlords in danger of facing costly and frivolous lawsuits, as the right to cure only applies to repair issues, maintenance issues, and other items that are open-ended and vague. Given that harassment is already illegal through state law, we want to ensure that this additional local standard also adds a layer of protection from bad faith litigation.
2. **Clarify that Enumerated Behaviors in the Ordinance Have to Meet the Definition of Harassment** There are concerns of whether behaviors listed in the ordinance could be considered violations, regardless of whether the behavior meets the definition of harassment set forth. We do not believe this is intended, and clarification of behaviors and de facto violations is necessary.
3. **Include Complete Language from California Civil Code Section 527.6(b)(3) as instructed by the Housing Committee in May 2019** The current draft ordinance uses language from Section 527.6(b)(3) to define harassment. However, the draft ordinance excludes language, which states that "*The course of conduct must be that which would cause a reasonable person to suffer substantial emotional distress and must actually cause substantial emotional distress to the petitioner.*" This language has already been instructed for inclusion, and the instruction is available for reference in transmittal from May 2019 in the Council File. This is a crucial component of any anti-harassment law that ensures the law does not penalize conduct based on an unreasonable reaction.

We believe that the Los Angeles City Anti-Harassment Ordinance could be strengthened by revisions that protect against bad faith actors. VICA respectfully asks the committee to support these amendments.

Sincerely,

Brad Rosenheim
VICA Chair

Stuart Waldman
VICA President

Communication from Public

Name: Judy Branfman

Date Submitted: 05/25/2021 09:54 PM

Council File No: 14-0268-S13

Comments for Public Posting: I'm writing with support for the strong tenant anti-harassment ordinance that includes Councilmember Nithya Raman's amendments. I do not support Councilmember Lee's amendments. Harassment is a tactic frequently used by landlords to silence and evict tenants. His amendments will cause more harm by giving landlords a free pass to harm tenants. There shouldn't be an opportunity to cure harm (if that's even possible).

Communication from Public

Name: Gurnell Washington II

Date Submitted: 05/26/2021 08:05 AM

Council File No: 14-0268-S13

Comments for Public Posting: I would like a General comment on item (3) 14-0268-S13, the Anti-Harassment Ordinance. Hi my name is Gurnell Washington. I am a member of ACCE and I am a constituent in support the anti-harassment motion plus the amendments proposed by Council member Nythia Raman, without considering any proposed amendments by Council member Lee or Cedillo. I am disabled and I suffer from major depression, which my landlord knows about. I have been harassed with false eviction letter and dubious phone calls relating to the reasons for my eviction. My life is already difficult enough with having no immediate family or friends for support. It should not be compounded by worrying about being a homeless disabled person on the streets. This is not right for landlords to take advantage of renters, who do not know their rights, such as myself. This harassment creates psychologically scars, especially for people like me. Imagine the impact of housing instability pressured constantly has on children, if I had any. I have been blatantly told that he wants me to vacate for no reason; yet, he mentioned he could “get \$3,500 for the place” in a phone call. Then, he sends me a letter regarding a “sick sister-in-law”. No Angeleno should go thru this, this is why we need to add the following amendments: 1. We need funding to enforce the bill otherwise this bill won't work at all. 2. Make a tenant harassment a misdemeanor 3. Coverage for attorneys' fees: Landlords will be less likely to file false charges and false evictions if they knew that in the end, they would have to cover these fees. 4. if a judge can prove that a tenant was evicted because of harassment the rent of that unit will remain the same that the tenant was paying. So, the support of the Council to vote to pass the Permanent Tenant Anti-Harassment Ordinance will be a great service to the “people” who voted for everyone to be in office. Please do the people who desperately need a peace of mind in trying times a service by passing this ordinance. I would like to thank Council member Nythia Raman of the 4th District for this ordinance draft and the Council for hearing my comments. Best,
Gurnell Washington

Communication from Public

Name: Jacob

Date Submitted: 05/26/2021 08:22 AM

Council File No: 14-0268-S13

Comments for Public Posting: We need a strong anti-harassment ordinance. As a graduating law student who has worked extensively with tenant lawyers, I know how hard it is to enforce tenants' rights without such a law. PASS A STRONG ANTI-HARASSMENT LAW AND PROTECT TENANTS.