

Fwd: Revised: Your Unlawful Entry to Premises March 6, 2019 - Harassment by Property Owner and Agents - "There is no 'right to inspect' by owner, provided in California law"

1 message

Anna Martinez <anna.martinez@lacity.org>
To: Clerk Council and Public Services <Clerk.CPS@lacity.org>

Fri, Mar 8, 2019 at 7:55 AM

----- Forwarded message -----

From: **G Johnson** <tainmount@sbcglobal.net>
Date: Thu, Mar 7, 2019 at 10:17 PM
Subject: Revised: Your Unlawful Entry to Premises March 6, 2019 - Harassment by Property Owner and Agents - "There is no 'right to inspect' by owner, provided in California law"
To: jade@powerpropertygrp.com <jade@powerpropertygrp.com>, highpoint1522@gmail.com <highpoint1522@gmail.com>, Hi LLC <walter.barratt@gmail.com>
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Power Property Management Group
Jade Beck via email

Kasandra Harris, Resident Manager via email
Walter Barratt, owner of Hi Point Apts LLC via email of record

Power Property Management Group
Agent for Hi Point Apts LLC
PO Box 472
Culver City, California 90230

Power Property Management Group Staff PPM staff includes: Brent Parsons, Thomas Khammar, Jackie Gallardo, Jeanette Conway, Alva Corodo, Fidel Medina, Joel Murrillo, Javier Guevarra, Liliano Morales, Edi Hernandez, Justice Walker

This email shall memorialize the illegal entry into the unit 9 that occurred yesterday.

1. Byron Wilson lacked capacity on March 6 to consent to entry.
2. Byron Wilson did not waive any rights under civil code section 1954 or 1950.5 (excerpted below).
3. Tenants unit 9 were never given written notice of the option to request initial inspection.

"But equally importantly, your landlord has the affirmative requirement to notify you in writing that you have the right to this Initial Inspection." As long as you are not being evicted for certain specific reasons found in Cal. Civ. Code §1950.5(f)(1) or you didn't explicitly waive your right to the initial inspection in writing, the landlord must notify you and perform an Initial Inspection. You still retain this right even if you are terminating the tenancy early because of uninhabitable conditions under Civil Code Section 1941.1 or your landlord's breach of the lease. The Initial Inspection still must be offered and done within a "reasonable time."

4. Tenants unit 9 did not request an initial inspection.

5. Unit 9 is under the jurisdiction of the city approved THP application and the Capital Improvements Program decision.

6. I request a written copy of the inspection report from March 6 that was prepared by PPMG, agent for Hi Point Apts LLC.

7. Jade Beck and Williams Real Estate Advisors last inspected unit 9 and the smoke detectors on March 27, 2018. (Such video of the inspection may be posted on the internet.)

8. The owner never gave tenants unit 9 the required 24 hour written notice that an initial inspection would occur March 6.

9. The owner and agents have engaged in false and deceptive business practices, harassment, and neglect.

10. On March 6 workers said they were conducting an initial inspection. Under civil code section 1950.5 it is the tenant's option to request an initial inspection. If the tenant does not request it, the landlord does not have authority to conduct one; the landlord does not have the authority to "inspect" the unit under the circumstances that occurred March 6. The owner's workers acted unlawfully.

As a result I request that **Jade Beck and Kasandra Harris** be terminated from employment. I also request that the two workers in the pictures supplied who also entered the unit today also be terminated from employment.

Even though the two workers/agents were in my unit March 6 at about 1:25 pm, the intercom system still remains unusable and we still have not been assigned a tandem parking stall. Fraud and negligence of Hi Point Apts LLC. **Taking rent monies for purposes of criminal fraud.**

I attach pictures taken by my roommate and myself. I also have video of the workers in the unit.

At the end of the illegal inspection, video will show that the worker whispered something in my roommate's ear a little out of sound range; please verify what that conversation was about.

City officials Los Angeles and Culver City are requested to suspend the business license of **Hi Point Apts LLC** and **Power Property management** for engaging in false and deceptive business practices.

Health and Safety Code Section 13113.7 provides: "An owner or the owner's agent may enter any dwelling unit for the purpose of installing, repairing, testing, and maintaining single station smoke detectors required by this section. Except in cases of emergency, the owner or owner's agent shall give the tenants of each such unit, room, or suite reasonable notice in writing of the intention to enter and shall enter only during normal business hours. Twenty-four hours shall be presumed to be

reasonable notice in absence of evidence to the contrary." As provided in CC Section 1954, an owner can enter a rented unit only:

- o In case of emergency;
- o To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5;
- o When the tenant has abandoned or surrendered the premises, or:
- o Pursuant to court order."

"An owner or the owner's agent may enter any dwelling unit, efficiency dwelling unit, guest room, and suite owned by the owner for the purpose of **installing, repairing, testing, and maintaining single station smoke alarms required by this section.** Except in cases of emergency, the owner or owner's agent shall give the tenants of each such unit, room, or suite reasonable notice in writing of the intention to enter and shall enter only during normal business hours. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary.

(B) At the time that a new tenancy is created, the owner shall ensure that smoke alarms are operable. **The tenant shall be responsible for notifying the manager or owner if the tenant becomes aware of an inoperable smoke alarm within his or her unit.** The owner or authorized agent shall correct any reported deficiencies in the smoke alarm and shall not be in violation of this section for a deficient smoke alarm when he or she has not received notice of the deficiency." HSC § 13113.7

The smoke carbon alarms were inspected March 27, 2018. Tenants unit 9 did not notify owner that such alarms were inoperable. The owner used the word "inspect" in their Notice to Enter. **The word "inspect" does not appear in HSC § 13113.7, therefore the Notice to Enter was not authorized.**

The Health and Safety code seems to be saying it is the tenants duty to report the inoperable smoke detector, and only upon that report from the tenant will the owner be able to exercise the right to enter to make repairs to the smoke detector, not withstanding if it is a new tenant.

The problem here is the that Notice to Enter Premises of February 27, 2019, even if it was authorized under Health and Safety Code section 13113.7, did not comply with the provisions of CC section 1954, as perviously stated. Thus any entry under those circumstances would be illegal and trespassing, a criminal act reportable to the Police. The Health and Safety code does not give the owner the authority to use inspection of the smoke detector as a ruse to harass tenants and disturb their peaceful enjoyment. The owner and agents must at all times act in a reasonable and good faith manner, and it is not reasonable and good faith to inspect smoke detectors with a ten year battery life that were just inspector about twelve months ago. The alleged smoke alarm inspection did not occur in compliance with CC section 1954.

Rather than disturb this tenant's peaceful enjoyment, PPMG should have simply examined the maintenance records for the building.

We know that the smoke detectors was not the real reason for the illegal inspection because that is what the employees today said. Standing at the front door, the employee in the picture says that they are just here "for an initial inspection to come make sure everything is working ok." He will repeat this statement again before he leaves saying the workers are there for a "general inspection". Video clearly show the worker inspecting sections of the apartment where there is no smoke detector.

"There is no 'right to inspect' provided in California law" *

If the owner is selling the building, he needs to give the proper notice.

Your notice states that by written notice "entry may be made during other than normal business hours." Your notice does not comply with CC section 1954 and represents abuse under CC 1954. You cannot use such notice to enter other than normal business hours.

"Otherwise, it's trespassing, breach of contract, invasion of privacy, breach of quiet enjoyment, and disorderly conduct. You can sue the landlord and whoever else comes in with their permission. Sue the landlord and whoever for up to \$10,000 in small claims court for trespassing, breach of contract, invasion of privacy, and breach of quiet enjoyment."

Since your notice did not comply with CC section 1954, I did not consent to entry at the time of entry (or for any other reason), and I reserve the right to complain of violation of peaceful enjoyment and seek trespassing charges. No other tenant in unit 9 has the authority to disturb the rights I have alleged and reserved in this email.

Last, I notice you have installed new security lighting in the parking lot. This indicates that the previous lighting fixtures suffered catastrophic failure. As such, the capital improvements add on of \$17.08 to our rent must be cancelled or reduced. Please comply. I reserve the right to file a capital improvements reduction complaint with the city.

The city clerk is requested to place this email onto the next available city council agenda under "Communications from the Public, or any such applicable procedure.

I again request fines of \$50,000 each against said mentioned parties, and against the two employees who conducted the illegal inspection today that did not comply with CC section 1954.

The intercom unit 9 needs repair.

(This is a Public communication and many of these documents may have appeared on the worldwide web or local newspapers.)

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-319-4280

42 USC 1981

cc: Los Angeles County District Attorney

Communication from the Public - Regarding Los Angeles Housing Committee Item No. 14-0268-S13

Landlord Tenant Law and Privacy and CC 1954

<https://caltenantlaw.com/landlord-intrusions/>

* Inspections under CC 1954

<https://www.aoausa.com/magazine/?p=1761>

Tenant Move in Move out Form - CC section INITIAL INSPECTION BEFORE TENANT MOVES OUT (Civil Code § 1950.5(f))

<https://www.aoausa.com/magazine/?p=2741>

CIVIL CODE - CIV

DIVISION 3. OBLIGATIONS [1427 - 3273] (*Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.*)

PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273] (*Part 4 enacted 1872.*)

TITLE 5. HIRING [1925 - 1997.270] (*Title 5 enacted 1872.*)

CHAPTER 2. Hiring of Real Property [1940 - 1954.05] (*Chapter 2 enacted 1872.*)

1950.5. (a) This section applies to security for a rental agreement for residential property that is used as the dwelling of the tenant.

(b) As used in this section, "security" means any payment, fee, deposit, or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in Section 1950.6, that is imposed at the beginning of the tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or that is imposed as an advance payment of rent, used or to be used for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent.
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003.
- (4) To remedy future defaults by the tenant in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

(f) (1) Within a reasonable time after notification of either party's intention to terminate the tenancy, or before the end of the lease term, the landlord shall notify the tenant in writing of **his or her option to request an initial inspection** and of his or her right to be present at the inspection. The requirements of this subdivision do not apply when the tenancy is terminated pursuant to subdivision (2), (3), or (4) of Section 1161 of the Code of Civil Procedure..... The purpose of the initial inspection shall be to allow the tenant an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security. If a tenant chooses not to request an initial inspection, the duties of the landlord under this subdivision are discharged. If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time. The landlord shall give at least 48 hours' prior written notice of the date and time of the inspection if either a mutual time is agreed upon, or if a mutually agreed time cannot be scheduled but the tenant still wishes an inspection. The tenant and landlord may agree to forgo the 48-hour prior written notice by both signing a written waiver. The landlord

shall proceed with the inspection whether the tenant is present or not, unless the tenant previously withdrew his or her request for the inspection. Written notice by the landlord shall contain, in substantially the same form, the following:....(2) Based on the inspection, the landlord shall give the tenant an itemized statement specifying repairs or cleanings that are proposed to be the basis of any deductions from the security the landlord intends to make pursuant to paragraphs (1) to (4), inclusive, of subdivision (b). This statement shall also include the texts of paragraphs (1) to (4), inclusive, of subdivision (b). The statement shall be given to the tenant, if the tenant is present for the inspection, or shall be left inside the premises.

Move-Out Inspection: Common Landlord Mistakes to Avoid

<https://www.avail.co/education/articles/common-mistakes-landlords-make-move-inspection>

A Renter's Guide to a Flawless Move-in Inspection

<https://www.landlordology.com/renters-guide-to-move-in-inspections/>

5 Ways Your Landlord is Pocketing Your Security Deposit

<https://aaronmeyerlaw.com/347/5-ways-your-landlord-is-pocketing-your-security-deposit/>

10 attachments



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