

Communication from Public

Name: GJuan Johnson

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Comments for Public Posting: OBJECTION. I do not support the report because LAHD and REAP division are liable for housing discrimination and abuse of federal funds. See Public Records Release at <https://recordsrequest.lacity.org/requests/23-4254> . For release. Court papers call Mayor Karen Bass a “racist” alleging she participated in denying apartment intercom repairs and secured tandem parking to Black tenants in a city rent controlled building. The case is set for court hearing June 8, 2023 Dept 85. Los Angeles Superior court case 23STCP00644 filed 3/10/23. Johnson vs Los Angeles Housing Department. Exhibits name all employees of the Mayor’s staff as well as numerous housing department employees. Related information: Communications with City employees . <https://wp.me/P57D2C-t> . The Press Release has been published by the city clerk office at https://clkrep.lacity.org/onlinedocs/2023/23-1200-S91_PC_PM_04-14-2023.pdf. Also may appear under council agenda items 13-1204-S7, 23-1200-S43, 23-1200-S86, 23-1334. OBJECTION. I object to this report because the city of Los Angeles Housing Department and RSO, Code Violations and REAP Divisions, refuse to order nuisance abatement at address 1522 Hi Point St 90035 APN 5068018035 and repair or replace the intercom unit 9 and repair or replace striping at stall 8 to create a tandem parking stall in the secured assigned parking lot. Further, I object because the city is not making enough effort to counter the effects of the vacancy decontrol law, which is allowing hundreds of units to be taking out of the stock of affordable units so that very soon there will be ZERO low rent rent controlled units. "Affordable" income restricted units are not the same as low rent rent controlled units. While many tenants can utilize available "income restricted" units, many others who do not qualify still will not be able to afford rent market rate/luxury units. The city government is at the forefront of the drive to rid the city of low income and moderate income tenants. FOR RELEASE: Court papers call Mayor Karen Bass a “racist” alleging she participated in denying apartment intercom repairs and secured tandem parking to Black tenants in a city rent controlled building. The case is set for court hearing June 8, 2023 Dept 85. Los Angeles Superior court case 23STCP00644 filed 3/10/23. Johnson vs Los Angeles Housing Department. Exhibits name all employees of the Mayor’s staff as well as numerous housing department employees. <https://wp.me/p57D2C-1kW> LA Mayor Karen Bass Named in Denial Housing Services Complaint. Related information: Communications with City employees . <https://wp.me/P57D2C-t> . The Press Release has been published by the city clerk office at https://clkrep.lacity.org/onlinedocs/2023/23-1200-S91_PC_PM_04-14-2023.pdf. Also may appear under council agenda items 13-1204-S7, 23-1200-S43, 23-1200-S86, 23-1334. <https://wp.me/p57D2C-1kW> . See at city records release <https://recordsrequest.lacity.org/requests/23-4254> . (see attached city code violation complaint 855304 redacted naming property owner Meghan Hayner).

LOS ANGELES CITY GOVERNMENT ACCUSED OF RACIAL AND DISABILITY DISCRIMINATION. ABUSE OF FEDERAL FUNDS. To the office of the Los Angeles City Clerk. The clerk is asked to release any and all copies of documents that indicate the city government's response to a request for housing accommodation/modification received by the city via email 4/13/23 at 4:34 p.m. Sincerely, Geary J. Johnson. Reference Los Angeles Housing Department code enforcement division Property Violation Reported 4/27/23 city case number 855304 redacted herein: (SUMMARY) Violation Category: Maintenance plaster drywall paint peeling, premises not maintained in safe and sanitary condition, guardrail or handrail missing, unsafe, leaning or in disrepair, Change of Occupancy (Home Sharing) without building permit and Certificate of Occupancy, bathroom toilet missing shut off valve; NUISANCE CONDITIONS: apartment 9 intercom not working while fifteen other units (out of 18) according to owner Meghan Hayner (Hi Point 1522 LLC) have working intercoms; parking stall #8 needs striping to be extended to create tandem parking stall per owner; city government is liable for the intercom system and the tandem parking stalls. (LAMC). City government is liable under "All 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." (State Unruh Act) (FROM CODE COMPLAINT: April 27 2023. Words: 3979. ATTACHMENT TO CODE VIOLATION COMPLAINT. As seen on Facebook: "LOS ANGELES. A SMALL CONSOLATION. Anyone remember Alabama Governor George Wallace? Remember how he stood in the schoolhouse door and was denying Black students access? (Wikipedia) But "In 1952, he became the Circuit Judge of the Third Judicial Circuit in Alabama. Here he became known as "the fighting little judge", a nod to his past boxing association.[22] He gained a reputation for fairness regardless of the race of the plaintiff. It was common practice at the time for judges in the area to refer to black lawyers by their first names, while their white colleagues were addressed formally as "Mister"; black lawyer J. L. Chestnut later said that "Judge George Wallace was the most liberal judge that I had ever practiced law in front of. He was the first judge in Alabama to call me 'Mister' in a courtroom." (Source Wikipedia). So yesterday 2023 I was in my apartment in Los Angeles. I had called city code enforcement out and I complained about an abandoned vehicle with three flat tires and how the car had been sitting there since 2015 (yes 2015) and how I made written complaints every month or so. So the inspector is white, older, somewhat pleasant but befuddled looking and we stood face to face. As part of my written complaint, I reminded him that my unit intercom (to front of the building) has not been working since 2014. As he looked me in the eye and said quite falsely, "Oh, that has been adjudicated and I will not address it" and I almost begged: I really need that intercom to be working because I pay my rent on time and I need my deliveries. All I could think about at that moment as I faced off with a white government worker is how those Black students were denied equal protection and how it must have felt to look George Wallace in the face in 1963. He did cite the owner for the abandoned vehicle and the car was moved today after sitting there for eight years."

PARKING STRIPING

(City employee David) Wood said he did not know if the city has jurisdiction over striping. I discussed that stall #13 had been extended from single stall to tandem and I believed that needed a permit. I also questioned could my assigned stall #8 be extended to tandem stall. He just said the city COO mandates the minimum number of stalls, not the maximum. But see LAMC "Striping. All parking stalls, other than those serving a one-family dwelling, shall be striped substantially in accordance with the illustrations set forth on Chart No. 5 of this section. (Amended by Ord. No. 179,191, Eff. 11/5/07.)". Please order parking stall #8 to extend the striping to make it into a tandem parking stall in accordance with the requirements of the state Unruh Act, CC section 51,52. This is a violation of the state Unruh Act, CC section 51,52, by the Los Angeles Housing Department in that I am denied full and equal housing services because I am Black, male, over the age of 45, and have a disability.

HVAC MINI DUCTLESS FOR SOME UNITS

Unexplained cords are attached to the sides of the building which are probably not in compliance with SCE requirements for outside wiring. Appears to be an attempt to divert the electricity in a master metered building. Dave Wood observed the improper wiring but said nothing. Of other buildings on the street I see no similar wiring running outside buildings unless it is cable TV wiring. It does not appear to be cable TV wiring.

INTERCOM

Wood said he read the notes and that the issue has already been adjudicated so he will not address it. I mentioned this as new damages, new complaints, and that I continue to be damaged by the non working intercom and denial of tandem parking (which are under the jurisdiction of the REAP department). I again mentioned the LAHD December 28 decision that denial of such services such as maintenance is harassment. Wood was not fazed by my position. The LA County Public Health department previously cited the owner repair, replace, or remove the intercom (2015) but this adjudication has been ignored by code enforcement. This is a violation of the state Unruh Act, CC section 51,52, by the Los Angeles Housing Department in that I am denied full and equal housing services because I am Black, male, over the age of 45, and have a disability.

MORE ATTACHED TO CODE VIOLATION COMPLAINT 3/17/23. This complaint is being filed because there are continuing damages at this address. This type of retaliation by a government official is outrageous and unlawful. This complaint is about continuing obligations under a rent agreement between all parties; this complaint is about continuing damages. This is a rent controlled building. I am without parking for two vehicles and suffering damages because by having to park on the street and my auto is damaged by debris from construction; I had to spend \$100 to have my car detailed as a direct result of the owner and city intentional refusal under the REAP program to address the request for tandem or two car parking. As regards the intercom, as previously noted, I am unable to receive certain deliveries and guests and friends not able to reach me due to the non-working intercom, a direct result of the actions of the owner and the city government in not ordering the intercom repair. The actions of the owner and city in this regard are intentional to cause harm to myself as a Black, male,

tenant. THE INSPECTOR David Wood made no attempt to address illegal home sharing in the building even though that is part of the complaint 844729, city number. Wood made no attempt to address if there are permits for the HVAC ductless Heater AC units only provided to certain tenants, and intentionally denied such housing service to myself as a Black male. It is not my job to force feed the inspectors if I have already made a written complaint; they should come prepared to read and comprehend English. This complaint is filed based on my rights under law and obligations under the rental agreement. My rent agreement says that maintenance is "including but not limited to". This means that the owner and the city have NO authority to limit maintenance or exclude the intercom from repair or replacement. The only exceptions are if the repair need was caused by the tenant abuse or if the repair item is personal property; these exceptions do not apply in this case. The rent agreement also provides that the tenant can arrange for repairs but only by using the owner maintenance crews; the owner and city have not responded to this part of the agreement and maintenance crews have been prevented from making the repairs. MAINTENANCE COMPANY ALL-TIME MAINTENANCE refuses to provide the services requested. City filed code violation complaints since 2014 and complaint to management have not resulted in the parking for two cars being provided or in the intercom being repaired or replaced. The intercom in the unit 9 was available upon the inception of tenancy in 2010. The control unit was available in 2010. In or around 2015 the owner replaced the control unit as new and under the authority of the city Capital Improvements Program of which the tenant myself was forced to pay additional rent for the wiring of the intercom and keypad system to the front door of the building but the apt 9 unit was not replaced. So when David Wood maintains that the matter was "adjudicated" is he talking about the old intercom in unit 9 or is he talking about the new intercom on the outside of the building that the city authorized that has my apartment 9 clearly listed implied as working? It is two different intercoms and two different issues. The last court hearing on this matter was dismissed without prejudice which means there was no adjudication on the merits. If Wood had such alleged adjudication, he did not provide me with a copy. This info has been forwarded to that State CRD under a housing discrimination complaint naming city employees. Nevertheless, Wood's assertion does not apply when as in this case there are continuing obligations and new and continuing damages, renewed upon the monthly payment of rent. A REAP complaint was filed with the city regarding the lack of intercom maintenance and lack of assignment to a tandem parking stall for tenants unit 9, both who are Black Americans; DATED August 9, 2021 at 12:11 pm. Another REAP complaint was filed by email September 23, 2022 at 8:30 am. There has been no response from the City but the REAP complaint is mentioned in the code violation complaint 844729. One previous court decision already mentioned to the city ruled about \$600 in judgment in my favor proving that decision adjudicated the matter in my favor, although the court did not order the services restored. Los Angeles Superior Court Case 21STSC04574. As told to Mr. Wood, the city decision LAHD CE273371 ruled that the denial of housing services that I have requested amounts to illegal harassment by the owner and those acting in concert, i.e. Wood, etc. This complaint is also against (if not already named) city employees Mayor Karen Bass, Gilbert Cedillo, Paul Krekorian, Bob Blumenfield, Nithya Raman, Paul Koretz, Nury Martinez, Marqueece Harris-Dawson, Mitch O'Farrell, Kevin DeLeon, and any new council members not listed. State

law prohibits city employees from requiring tenants to be present for city inspections of units. The state law (H & S CODE 17920.3) 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". "Housing services are services that are connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance including painting. The term also includes the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits, privileges or facilities. (LAMC Sec. 151.02, Definition of Housing Services)." HEALTH AND SAFETY CODE - HSC SUBSTANDARD HOUSING 17920.3. Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building: (a) Inadequate sanitation shall include, but not be limited to, the following: (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction. (13) General dilapidation or improper maintenance. (c) Any nuisance. (d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly. These local and state laws I have quoted expressly do not authorize the local government to improperly use federal housing funds to deny me the housing services requested. See the movie Power Property Management and city employees say Black tenants not entitled to Fair Housing. https://youtu.be/VbFj__JK1QE. The Unruh civil rights act provides protection from discrimination by all business establishments in California, including housing and public accommodations. The term "business establishments" may include governmental and public entities as well. The Act is meant to cover all arbitrary and intentional discrimination by a business establishment on the basis of personal characteristics similar to those listed above. (Source:Google). City HCIDLA employees include Ann Sewill, Catherine Taylor-Gomez, Luz Santiago, Bessy Corrales, Kim Ly, Claudia Castillo, Veronica McDonnel, Sean Spear, Roberto Aldape, Daniel V. Gomez, Mathew Holen, David Zaitz, Anna Ortega, Valeria Steffens, Marcella D. Shurley. Tenants at this address include Carolyn Estevez, Vivian Depree, Daniel (unit 5), Jennifer Pesce (unit 6), M. Baney, T. Ruggieri, Kenny, R. Reyna, Cassandra Harris, M. Brown, C. DeLeon and B. Sohn, B. Bellio, C. Peterson, T. Cammasano. This building 1522 Hi Point St 90035 has new owners that I have been told. The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe, and Meghan Hayner of Bold Partners Investors. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above. Thomas Khammar,

agent of the owner, claims that parking stall #8 is a tandem stall; that is a fraudulent statement as stall #8 is a single car stall. A new owner is liable for any nuisance conditions not addressed by the previous owner. How many code violation complaints does a Black Man such as myself have to file before he can get an extra parking stall and a working intercom or maintenance? Maintenance is what I pay for monthly so the city government is without grounds to assist the owner in denying me rights under the rent agreement. Since the rent agreement says maintenance is "including but not limited to", the city has no authority to use federal funds to deny me repair or replacement of the intercom. Further the rent agreement does not say the intercom is to be excluded from maintenance. I have offered to make the repairs myself but the owner and city is unresponsive. Wood did not address what are the qualifications needed for me to get the old intercom repaired or replaced? What are the qualifications for me to get the 2015 new intercom hooked up to my unit 9? What are the qualifications for me to have my single auto parking stall striping extended to make a tandem parking stall? What are the qualifications for me to received an extra parking stall? What are the qualifications for me to receive full and equal housings services as a Black male tenant in the city of Los Angeles? I should only have to ask these questions once; the restoration of services should take less than an hour and not more than 35 days. Negligence. Tortious interference. Yet I continue to pay rent. ILLEGAL HOME SHARING. I believe units 10, 11, 13, 14, 15, 16, 17, 18, 2,3,4,6,7 are being used for illegal home sharing. The hosts for the home sharing in this building do not live on the premises. The building is used for Home Sharing, not for the purpose for which it is intended. The LAHD code enforcement has failed to diligently investigate my whole complaints. The LAHD code enforcement et al has failed to enforce the Health and Safety code excerpt "Inadequate sanitation shall include, but not be limited to, the following: (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction. (13) General dilapidation or improper maintenance. (c) Any nuisance" thus the LAHD is liable at this address for general dilapidation or improper maintenance of the intercom and liable for "any nuisance" i.e the non-working intercom and failure to provide a tandem parking stall. The Health and Safety code which the LAHD is liable to enforce, makes the LAHD liable for the non-working intercom (improper maintenance) and the denial of tandem parking (nuisance). The city of Los Angeles under Mayor Karen Bass is engaged in illegal abuse of federal funds in denying me the requested housing services. The non-working intercom is a nuisance; the refusal to provide a tandem parking stall is a nuisance, both under the liability of the City of Los Angeles and Los Angeles Housing Department.

BACKSPLASH KITCHEN SINK.

WOOD ordered the caulking between the backsplash repaired. However Wood missed the fact the concrete wall of the backsplash has numerous cracks.

In *Komarova v. National Credit Acceptance, Inc.* (2009) 175 Cal.App.4th 324 (*Komarova*), a plaintiff who had been mistakenly and repeatedly harassed by a debt

collection agency asserted a claim under the Robbins-Rosenthal Fair Debt Collection Practices Act (Civ. Code, § 1788 et seq.). The court found that the defendant's statute of limitations defense was overcome by the continuing violation doctrine, permitting recovery "for actions that take place outside the limitations period if these actions are sufficiently linked to unlawful conduct within the limitations period." (*Komarova, supra*, at p. 343, quoting *Richards, supra*, 26 Cal.4th at p. 812.) The court, quoting *Joseph v. J.J. MacIntyre Companies, L.L.C.* (N.D. Cal. 2003) 281 F.Supp.2d 1156 (*Joseph*), noted that "[t]he key is whether the conduct complained of constitutes a continuing pattern and course of conduct as opposed to unrelated discrete acts." (*Komarova, supra*, at p. 343.) Payment of the rent on a monthly basis by myself as tenant renews the continuing obligations of both parties regarding maintenance and housing services i.e. intercom and parking. Every time I file a code violation complaint, and every time I monthly pay my rent and request repairs and tandem parking, represents a continuing obligation of the parties. Contrary to the position of LAHD city employee David Wood, there has been no adjudication that denies me the monthly right to request repairs and housing services; there has been no adjudication that denies me the right the benefits and privileges of the rent contractual agreement. The right to repairs and housing services i.e parking and intercom are contract benefits that renew themselves upon payment of the monthly rent. This is continuing obligations. The Court relied on the New York Court of Appeals' decision in [Bulova Watch Co. v. Celotex Corp.](#), where the Court concluded that a new claim, with a new limitations period, accrued each time the roofing material supplier failed to honor its promise to repair the roof. 42 U.S. Code § 1981 - Equal rights under the law (a) Statement of equal rights. All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b) "Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship. David Wood and Richard Brinson are racists and continue to violate the Unruh Act and continue to deny me full and equal housing services because I am Black, male, over age 45, and have a disability.

The landlord in this case has already said that tenants unit 9 are entitled to intercom service under the condition the building must be rewired. Rewiring is the jurisdiction of the city LAHD code violation division. The code enforcement division of the city has received adequate notice that the wiring is faulty because the intercom does not work. The owner has also said that tenants unit 9 are entitled to a tandem parking stall, such extended striping (LAMC) of the parking stall #8 is under the jurisdiction of the LAHD and code violation division. Under the city Tenant Anti-Harassment Ordinance, the LAHD is prohibited from aiding in the denial of housing services requested in this complaint. "Any landlord violating any of the provisions of this article, and any person who aids, facilitates, and/or incites another to violate the provisions of this article may be enjoined therefrom by a court of competent jurisdiction." (Harassment ordinance).

David Wood and others in the LAHD are liable for continuing to violate the provisions of the Tenant Anti-Harassment ordinance. The conditions described herein violate the LAMC and the state Health and Safety Code. The entire premises is not in full compliance with the LAMC. I reference the city LAHD Mayor Karen Bass issued Notice and Order to Comply dated February 7, 2023 Case ID 844729. Further, "Under 42 U.S. Code § 1981 - Equal rights under the law (a) Statement of equal rights All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b) "Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship." The LAHD refusal to cite the owner for the denial of housing services herein denies me "the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship" i.e. the Unruh Act. ADDITIONAL: There is a crack in the bedroom wall. This complaint will be used as evidence in Los Angeles Superior Court case 23STCP00644 filed Feb 28, 2023. The current rent registration statement for 2022 is not posted in the common area, as required by the LAMC. Units being used for Home Sharing where the Host does not live on the property, are in violation of the city Home Sharing ordinance. This code violation complaint is a violation of the state Unruh Act, CC section 51,52, by the Los Angeles Housing Department in that I am denied full and equal housing services by the Los Angeles Housing Department because I am Black, male, over the age of 45, and have a disability. City employee Richard Brinson has indicated by email that he intentionally discriminates against me by ignoring my entitlements under the Unruh Act. The city government has received adequate notice of my protected status and disability. Abuse of federal funds by the City of Los Angeles and Los Angeles Housing Department is unlawful. The property owner has received adequate notice of the need for the intercom, need for tandem parking stall, need for window screen repair, need for a bathroom toilet shut off valve. The property owner Meghan Hayner has said the building needs to be rewired to repair the intercom in unit 9; the All-Time Maintenance refuses to do the rewiring. This complaint incorporates by reference the following LAHD code violation complaints: 750967, 783722, 788044, 791765, 795030, 799574, 803397, 808802, 815528, 823529, 844729, 846533, a previous 2015 order to repair the intercom by the Los Angeles County Health Department, as well as the 12/28/2022 Notice of case closure CE273371 adjudicated the matter in my favor. 4/27/23 GJ Johnson. Words 3979. (Property address 1522 Hi Point St 90035).