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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

GEARY J. JOHNSON,
Petitioner,
vs.
City of Los Angeles,
Respondent,
Hi Point 1522 LLC,
Real Party in Interest

Case No.: **23STCP00644**

OPENING BRIEF BY PETITIONER
GEARY J. JOHNSON; PETITION FOR
WRIT OF MANDATE (CCP § 1085)
(CCP 1084-1097)

Trial: **Tuesday, June 25, 2024**
Time: **1:30 P.M.**
Department: **85**

Date Petition Filed: **02/28/2023**

Judge: Honorable James C. Chalfant

GEARY J. JOHNSON

CERTIFICATE OF COMPLIANCE

Counsel of record hereby certifies that pursuant to rules 8.204(c)(1) and 8.486(a)(6) of the California Rules of Court, the

OPENING BRIEF BY PETITIONER GEARY J. JOHNSON; PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097)

contains 4476 words (15 pages), not including the tables of contents and authorities, the caption page, the verification page, signature blocks, or this certification page.

DATED: Feb 27, 2024

Geary J. Johnson

A handwritten signature in cursive script that reads "Geary Johnson". The signature is written in black ink and is positioned to the right of the printed name "Geary J. Johnson".

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MEMORANDUM OF POINTS

I. STATEMENT OF FACTS

The Petitioner is submitting this opening brief which includes all two thousand two hundred seventy-eight (2,278) relevant pages that support the Petitioner's position. These pages are crucial for the Court's review and highlight the severe injustice that the City has inflicted on the Petitioner. The Petitioner requests the Court to thoroughly examine every single page of the AR, just as the Petitioner has done. (AR 1- 2,278.)¹

The most knowledgeable persons of the 2010 rent agreement for unit 9 are the owner agent Fred Pippin and tenants (petitioner) Geary J. Johnson and Byron Wilson. Johnson and Wilson are current tenants of unit 9, representing continuing obligations. (AR 172-178.)

In February of 2010, Petitioner GEARY J. JOHNSON (and B. L. Wilson) moved into unit 9 at 1522 Hi Point Street, Los Angeles CA 90035. In the rent agreement, and attached house rules and regulations, all utilities are paid for in the rent tendered and such bills paid by the landlord. "Parking space" for 2 cars is included in the rent. (AR 172-178.) Owner has the right to change the size and location of the parking space. (AR 174.) Even if a housing service is not specified in the rental agreement, it is nonetheless meant to be a housing service because the rent agreement says housing services are "included but not limited to" (AR 174.). At the time of the inception of the tenancy, the landlord, and both tenants, certified that "all services are in good, clean, and sanitary order and condition and repair." (AR 174). Every housing service provided to Petitioner was working including intercom, parking, and tandem parking.

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¹ Pro Se Petitioner Johnson is tasked with compiling in fifteen pages a brief that addresses 2,278 pages of city documents scanning over nine years of government conduct.

1 Petitioner (and roommate Wilson), the most knowledgeable persons as to what happened
2 in 2010, submit to Respondent City of Los Angeles thru RSO complaints verified declarations
3 documentation attesting to a working intercom and assignment to tandem parking stall #14. (AR
4 284-285. AR 308-311. AR 1650.)

6 The City is emailed advertisements that say every apartment comes with a tandem
7 parking stall. (AR 1698-1703.) The City receives adequate notice that ads say every apartment
8 comes with a working “intercom”. (AR 1700).

10 “Available” is defined as “free and able to do something at a particular time.
11 example : should be *available* to meet next Tuesday”. A second definition is “present or ready for
12 immediate use”. Source; Meriam-Webster. It is undisputed that the intercom and tandem parking
13 are present at the subject address in 2010.

15 Unverified letters from tenants Tyler Ruggieri and Marilyn London, presented by the
16 City, says that the intercom system was “available” between 2006 and present. (AR 1635-1636).
17 The letters document that repairs to the intercom have been reduced as the intercom is not
18 working. (AR 1637-1638). Johnson, Wilson, and Pippin said the intercom was available in
19 2010. A picture 4/4/2014 shows tenants unit 9 assigned to park in stall #14. (AR 1649). A picture
20 shows another tenant assigned to stall #8. (AR 1648 in 2013. AR663-667.)

22 When a new owner purchases an existing building, and continues the rental
23 of units, the owner assumes responsibility for repairs, and for abating a continuing
24 nuisance. California Civil Code 3483. The City is told by email that property owner agent
25 Thomas Khammar has said in a court hearing that Petitioner is entitled to a working intercom
26 and tandem parking stall; the denial of both is proof of a reduction in housing services. (AR
27
28

1 61-62. AR 835-844)

2 The 1973 certificate of occupancy (“COO”) for the subject address show the available
3 single and tandem parking stalls. (AR 827-828). A June 23, 2023 email from Petitioner to City
4 Los Angeles and Property Owner. “Re New code violation complaint filed - Racism. RSO
5 LAHD case number CE282421. Still without working intercom housing service. Still without
6 tandem parking.” says “The city government has refused the accommodation, and refused to
7 engage in an interactive process of discussion. The city government and the Los Angeles
8 Housing Department is engaged in the abuse of federal monies and using federal monies for
9 purposes of housing discrimination.” (AR 575. AR 277-785. AR 2170. AR 2174-2180. AR
10 2191-2198.) Code enforcement complaint 844729 gives a good overview of the intercom and
11 tandem parking. (AR935-945)

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15 Around 2014 the Petitioner complained to the Los Angeles County Health Department
16 about a non-working intercom in his unit. The Health Department initially ruled in Petitioner’s
17 favor and ordered the intercom repair, replacement, or removal. (AR 169-170).

18
19 December 12, 2021. A lawsuit against previous owner Hi Point Apts, LLC shows subject
20 matter is similar. Redacted. Case 21STSC04574. Judgment is issued in favor of petitioner as
21 plaintiff regarding intercom and tandem parking damages due to reduction in housing services.
22 Complaint (AR 332-349.) and judgment issued in favor of Johnson (Petitioner) (AR 119-120.)

23
24 The RAC or Los Angeles Municipal code (LAMC) do not say that the rent agreement
25 must specify terms of language referencing the intercom or tandem parking in order for them to
26 be housing services. The rent agreement, COO for the building, house rules, declarations of
27 Johnson and Wilson, when read together indicate that tandem parking was available at the
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1 inception of the tenancy and that the agreement was that the owner could change the parking
2 assignment at any time.

3 The changing intercom: in 2006 it was not working. In 2010 (rent agreement) the
4 intercom was working. In 2014 the intercom is reported by the owner as not working. (AR
5 1679.) In 2015 new outside intercom control box is installed but unit 9 is still without intercom
6 service. In 2023 May a new box is installed on the outside of the building; unit 9 (Petitioner) is
7 still not connected. The RSO complaints reflect these differences in the intercom, building
8 owners, rent payments, and different dates of damages. The changing tandem parking stalls: in
9 1973 tandem stalls are available. In 2010 a tandem parking stall is available and assigned to the
10 Petitioner. In 2014 Petitioner parking is reduced from two cars to single car stall. Petitioner's
11 doctor requests services as reasonable accommodation. (AR 461. AR 952.) In 2023 maintenance
12 to extend single stall 8 is denied; owner agent Gerst says that Petitioner is entitled to intercom
13 and tandem parking. (PETITIONER GEARY J. JOHNSON'S AMENDED NOTICE OF
14 MOTION AND MOTION TO AUGMENT THE ADMINISTRATIVE RECORD FOR THE
15 PETITION FOR WRIT OF MANDATE, filed 12/15/2023, Exh 6, page 26). In 2014 owner agent
16 Cliff Renfrew submitted the change in terms in tenancy that proved Petitioner had been assigned
17 to stall #14. (AR 1780-1781) and that Petitioner parking was reduced.

18 This Petition for Writ starts involves a city rent stabilization ordinance complaint
19 ("RSO") filed in October 2022. The City supplemental information to the case closure has
20 backdated to include RSO complaints filed by Petitioner in 2014, four years after the tenancy
21 began such 2014 complaints occurring eight years before the 2022 complaint. (AR 584-593.) The
22 City alleges the RSO complaints are "identical". Petitioner argues the complaints are not
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1 identical. (Petition at AR 1- 207; supplemented at AR 223- 672.) For example, CE203006
2 concerns in part a rent reduction due to lack of resident manager, which is not the subject of the
3 other RSO complaints. (AR 584-593.) Only the CE273371 case says it is subject to appeal under
4 CCP 1094.6. The other RSO case closures CE208134, CE203006, and CE212259 do not give the
5 required appeal notice and do not mention CCP 1094.6. (AR 584 - 593). Thus Petitioner
6 rightfully argues under CCP 1085 as well as 1094.6. Petition files multiple RSO complaints
7 because the harm and obligations are ongoing; Petitioner pays rent on a monthly basis.
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11 **II. ARGUMENT and Statement of Appealability**

12 The intercom and tandem parking are “connected with the use or occupancy of a rental
13 unit” of the Petitioner. RAC 410.04. (AR 717) The intercom and tandem parking stall of
14 Petitioner are “appurtenant housing services available at the time of renting the apartment” in
15 2010 month to month rental.. RAC 410.03. (AR 717.) “A tenant rents an apartment with the
16 appurtenant housing services available at the time of renting the apartment. Landlords who
17 reduce housing services without a corresponding reduction in rent effectuate an increase in rent.
18 “ (RAC 410.03) LAMC 151.03A. (AR 717.) “Housing services are services that are connected
19 with the use or occupancy of a rental unit including, but not limited to, utilities (including light,
20 heat, water and telephone),ordinary repairs or replacement, and maintenance including painting.
21 The term also includes the provision of elevator service, laundry facilities and privileges,
22 common recreational facilities, janitor service, resident manager, refuse removal, furnishings,
23 food service, parking and any other benefits, privileges or facilities. (LAMC Sec. 151.02,
24 Definition of Housing Services)” RAC. **410.04** LAMC 151.03A. (AR 717.) (AR 717-720.)
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1 “When a tenant makes a complaint that there has been a reduction in housing services in
2 violation of housing codes related to habitability of a dwelling under California Health & Safety
3 Code 17920.3 or 17920.10, the Los Angeles Housing + Community In- vestments Department
4 will determine a corresponding reduction in rent under the Rent Escrow Account Program
5 regulations (RAC Regulations 1200.00 *et . seq*).” RAC **411.01.** (AR 717-720) “When a tenant
6 makes a complaint that there has been a reduction in housing services and those services do not
7 correspond to the habitability of a dwelling under California Health & Safety Code 17920.3 or
8 17920.10, the Los Angeles Housing + Community In- vestment Department will determine a
9 corresponding reduction in rent under the Rent Escrow Account Program regulations” (RAC
10 Regulations 1200.00 *et . seq*).” RAC 411.02. (AR 717-720)

11 “A reduction of rent is applicable to all housing services, regardless of whether the
12 housing service was created or established in violation of any provision of law. RAC 411.03.
13 (AR 717-720) By not applying the reduction of housing services to the intercom and parking and
14 repairs, the LAHD has failed to comply with the RAC 411.03 and refused to apply reduction in
15 rent to “all housing services”. (Emphasis added.)

16 The City has the duty to consider “the extent to which the tenant(s) was led to rely upon
17 the fact that the service would be provided”. RAC section 413.01. At the inception of the
18 tenancy, says both tenants, Petitioner relied upon the fact the tandem stall would be provided and
19 it was provided; Petitioner relied upon the fact he could report repairs needed to the intercom and
20 the parking stall and that the owner (or City under the RSO regulations) would address those
21 housing requests within a reasonable time period of 35 days. The City has acted in an arbitrary,
22 capricious, and unjust manner by denying Petitioner rent reductions requested, in violation of
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1 CCP 1094.6 and CCP 1085. “The L.A. Housing Department has received 10,450 harassment
2 complaints from tenants since the law took effect, a department spokesperson told LAist..”
3 [https://laist.com/news/housing-homelessness/los-angeles-city-tenant-anti-harassment-ordinance-](https://laist.com/news/housing-homelessness/los-angeles-city-tenant-anti-harassment-ordinance-funding-enforcement-ula-housing-landlord)
4 [funding-enforcement-ula-housing-landlord](https://laist.com/news/housing-homelessness/los-angeles-city-tenant-anti-harassment-ordinance-funding-enforcement-ula-housing-landlord) .
5

6 Petition’s RSO complaint CE273371 (AR722-AR1051.) claims harassment by landlord.
7
8 The City claims “a thorough investigation was conducted”. A careful reading of the file shows
9 that a thorough investigation was not conducted nor was a evidentiary hearing held. Certain
10 issues were not administratively adjudicated: The city harassment ordinance was passed in 2021;
11 it could not have been previously adjudicated as the City alleges because the city RSO cases
12 208134, 203006, and 212259 occurred in 2015, six years before the harassment ordinance was
13 passed. The city position is a false statement, abuse of authority and discretion and proves the
14 failure to comply with CCP 1085 and CCP 1094.5. Further, decisions for such cases (except
15 273371) did not state they were subject to review under CCP 1094.5. Also case 208134, 203006,
16 and 212259 are for new damages occurring at different time periods and rent checks. Petitioner
17 notes that the (AR 2050) states that every apartment comes with an intercom. Finally, the
18 CE273371 case involves owner Hi Point 1522 LLC while the other three RSO cases involve a
19 different owner Hi Point Apts LLC. Therefore the City is incorrect to claim that the matters were
20 linked together, identical, or administratively adjudicated.(AR 748-750. AR 754, AR 758.) (AR
21 722- 730.)
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23 In *Komarova v. National Credit Acceptance, Inc.* (2009) 175 Cal.App.4th 324
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27 (*Komarova*), a plaintiff who had been mistakenly and repeatedly harassed by a debt collection
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1 agency asserted a claim under the Robbins-Rosenthal Fair Debt Collection Practices Act (Civ.
2 Code, § 1788 et seq.). The court found that the defendant's statute of limitations defense was
3 overcome by the continuing violation doctrine, permitting recovery "'for actions that take place
4 outside the limitations period if these actions are sufficiently linked to unlawful conduct within
5 the limitations period.'" (*Komarova, supra*, at p. 343, quoting *Richards, supra*, 26 Cal.4th at
6 p. 812.) The court, quoting *Joseph v. J.J. MacIntyre Companies, L.L.C.* (N.D. Cal. 2003) 281
7 F.Supp.2d 1156 (*Joseph*), noted that "'[t]he key is whether the conduct complained of constitutes
8 a continuing pattern and course of conduct as opposed to unrelated discrete acts.'" (*Komarova,*
9 *supra*, at p. 343.) (AR 2240-2267. See AR 2254.) See RSO case CE282421 at AR 2205-2215.

12 Petitioner Johnson's documents. Produced December 11, 2023. These documents were
13 already in possession of the City but the City forced the Petitioner to supply copies.
14 AR2168-2200. By email Petitioner requests to city and owner reasonable accommodation.
15 AR2180. Petitioner reports harassment. AR2180-2182. Petitioner alleges racism and violation of
16 Fair Housing Act. AR2183-2190. AR 2184. AR 2185. AR2191-2198. These emails to the
17 Housing Department span January 2023 to May 2023 per court request. AR2168.

20 Petitioner Johnson's documents. Produced January 16, 2024. These documents were
21 already in possession of the City but the City forced the Petitioner to supply copies. AR
22 2202-2278. These documents include numerous Los Angeles Housing code violation complaints
23 received by the City that address the lack of intercom repair and lack of maintenance of the
24 single parking stall to tandem: 840747 (AR 2216); 846533 (AR2256-2267); 851127 at AR
25 2240-2255; 844729 at AR 2266-2278. Court minute order January 9, 2024 at AR 2204.
26 Confirmation of RSO complaint filed June 6, 2023, CE282421, AR 2205-2211. Petitioner alleges
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28

1 continuing damages and obligations. AR 2209. Petitioner alleges “race and disability
2 discrimination practiced by city employees”, AR 2212-2215. The AR supplied by the City
3 government is not complete because the City has refused to supply all pleadings and documents
4 in its possession. CCP 1094.6 (c). Not included in the AR is the Petitioner’s Second Amended
5 Reply to the Amended Answer of City, Notice of Errata 10/10/23, Motion to Augment the
6 Record f. 10/16/23. The Court case summary shows numerous documents and pleadings in the
7 possession of the City that the City refused to make a part of the AR. “Such record shall include
8 the transcript of the proceedings, all pleadings, all notices and orders, any proposed decision by a
9 hearing officer, the final decision, all admitted exhibits, all rejected exhibits in the possession of
10 the local agency or its commission, board, officer, or agent, all written evidence, and any other
11 papers in the case.” CCP 1094.6 (c). Intractable pervasive pattern and practice racism is alleged
12 against the City of Los Angeles government. (AR 2216-2227.)

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16 Parking for two cars minus one car equals one car and proves a reduction in rent is
17 required for three year look back. The intercom in 2010 , forward, was available (present) but
18 was not maintained. The Petitioner was entitled to a reduction in rent for reduction in
19 maintenance to the intercom and to the parking stall (repair to make the single stall a tandem
20 stall.) Petitioner filed a new RSO complaint around April 2015. RSO case 208134. The City file
21 is at AR 1053-1559. (506 Pages). The complaint appears at AR 1122-1125. The case closure
22 appears at AR 1053-1054. The decision does not mention the photographs and declarations of
23 both tenants attesting to the fact that they moved in under the condition that they would be
24 provided a tandem parking install. All this is ignored by the investigator. While the city
25 investigator alleged that tenant did not submit written documentation to support the allegation,
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1 that is a false statement, and abuse of authority as the record shows that petitioner repeatedly
2 supplied declaration under penalty of perjury. Also ignored is the "change in terms of tenancy."
3 (AR 1780-1781.)
4

5 Petitioner submitted a copy of the rental agreement dated February 16, 2010 which listed
6 housing services are "included but not limited to" and parking for number one car and number
7 two car. Petitioner presented written documentation, evidence, and declarations verified to
8 support that he was given prior permission by the former ownership to park in tandem parking
9 space number 14, upon the inception of the rental agreement. Petitioner presented evidence that
10 the tandem parking stall was available (able to be obtained at a future date) at the inception of
11 the tenancy. (AR 935-945)
12

13 The petitioner was forced under duress to move his and roommate car from tandem stall
14 #14 to single car stall #8. Petitioner also provided verified declarations and photographs,
15 showing that he and roommate were assigned and parking in tandem stall number 14 for about
16 four years. Petitioner also provided photographic evidence to the LAHD that another tenant was
17 parked in stall number 8 from 2010-2014. (AR 320.)
18

19 Under the RSO, the landlord is required to provide a reduction of rent for the loss of
20 tandem parking space, and replacement with a single parking space. Parking for two cars minus
21 one car is a reduction. Under the RSO, the landlord is also required to provide a reduction of rent
22 for the reduction of maintenance to the single car stall to make it into a tandem car stall, and also
23 reduction in maintenance of the intercom system, that the tenant was denied repairs "including
24 but not limited to". (AR 717-720.) (AR935-945)
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1 The rent agreement does not exclude the intercom or tandem parking stall or any other
2 housing services provided by the owner. The rent agreement does not say that every item in the
3 unit for the use of the tenant must be listed in the rental agreement. (AR 717-720.)
4

5 LAHD says the service has to be one provided to tenant at move-in. RAC 410.03.
6 Documentation proves the services requested (maintenance, intercom, tandem parking) were
7 provided at move in. (AR 717-720.) The applicable RAC regulations at AR 717-720 do not
8 indicate that any housing services have to be listed in the rental agreement in order for them to be
9 considered a housing service available to the tenant. By nature of the conduct of the parties, the
10 existence of the intercom box on the outside of the building applicable to unit 9, the inoperable
11 intercom in the unit, and the words of owner agent Thomas Khammar and Michael Gerst, the
12 Petitioner has relied on the fact the intercom and tandem parking would be provided. RAC at AR
13 719, ¶1.
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16 Court records show the City filed an Answer 4/7/23 to the Petition for Writ of Mandate
17 and filed an Amended Answer 9/12/2023. Petitioner filed a Reply to the Answer as well as
18 Second Amended Reply (filed 12/6/2023). The City did not see fit to file in the administrative
19 record ("AR") the reply briefs of the Petitioner.
20

21 All Petitioner arguments under CCP section 1085 occur in the Petition for Writ of
22 Mandate (AR 1 -207). Petitioner defers to those arguments on the grounds the court recently
23 ruled this to be an CCP 1094.5 action. In terms of the RSO complaints other than CE273371, no
24 CCP 1094.5 notice was given in the case closures, therefore Petitioner is justified to alternatively
25 argue under CCP section 1085. However, alternatively Petitioner argues the CE273371 case
26 closure under 1094.5. Petitioner again raises the objection since no administrative or evidentiary
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28

1 hearing was held regarding CE273371, and without waiver presents the argument:

2 The City Supplemental Answer to Petitioners Supplemental Petition for Writ of Mandate
3 appear at AR 673-702 and numbers 28 pages.
4

5 An inquiry under CCP 1094.5, “inquires into the validity of an administrative order or
6 decision. The inquiry shall extend to the questions whether the respondent has proceeded without
7 more an excess of jurisdiction, whether there was a fair trial, and whether there was any
8 prejudicial abuse of discretion. Abusive discretion is established at the respondent, has not
9 proceeded in the manner required by law, the order of decision is not supported by the findings,
10 or the findings are not supported by the evidence. In some cases abuse of discretion is
11 established, if the court determines that the findings are not supported by substantial evidence in
12 the light of the whole record.”
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15 Based on the facts presented herein, there was not a fair trial regarding the RSO
16 complaint, it was a prejudicial abuse of discretion, and the Respondent proceeded without
17 jurisdiction. The order, denying rent reductions, is not supported by the evidence. The order
18 denying that there was illegal harassment was not supported by any jurisdiction by the Los
19 Angeles housing department. The decisions of the LAHD, denying rent reductions, were not
20 supported by substantial evidence in light of the whole record. Frequently the city has ignored,
21 relevant and documented evidence as stated herein. (CCP 1094.5). The City July 6, 2023
22 supplemental information case closure appears at case CE273371 (AR 722-730). The City knows
23 it has made a false statement and engaged in corruption by saying there was a “fair trial” when
24 the City knows there was neither a hearing or a trial thus the City has again engaged in “actual
25 fraud, corruption, and intentionally to cause harm” (AR 675.)
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1 Respondent spends a lot of time on pages 3,4,5,6 defending its position stating that the
2 RAC (Rent Adjustment Commission) has authority to promulgate regulations regarding the City
3 harassment ordinance; the City has not provided one shred of evidence that the Housing
4 Department (LAHD) has the authority to enforce the harassment ordinance; nor does the City
5 claim the RAC and LAHD are one and the same; the City pretty much ignores what Petitioner
6 has said about the Ordinance. (AR 675-679.) The maintenance “including but not limited to”
7 says the rent agreement. There is no indications the rent agreement excludes to (the) intercom or
8 the parking lot striping.(AR 680-682.) Because of the City denial of the RSO complaint, the
9 City is saying that the Petitioner is not entitled to safety, health, convenience, and comfort, direct
10 contradiction to the requirements of the State Health and Safety Code, and Petitioner’s
11 entitlement to peaceful enjoyment of the premises. Such position by the City and denial of rent
12 reduction is “actual fraud, corruption, and intentionally to cause harm”. Speaking of the word
13 “maintenance” the word repair is mentioned one time (Writ Points and Authorities), 9 times
14 (Supplemental Petition) and the word “maintenance” is mentioned 5 times (Writ Points and
15 Authorities), eleven times (Petition for Writ) and 16 times (Supplemental Petition), not including
16 Exhibits. Yet the City has trouble understanding what the word “maintenance” means.(AR 676.)

17 ANSWER. Page 9, lines 7-17, “Respondent alleges that it determined Petitioner did not
18 sustain any reduction in housing services, pertaining to tenant harassment, claimed inoperable
19 Intercom, or lack of tandem (two car) parking.” Respondent position is not based on the evidence
20 because it admits it did not conduct an investigation, did not question witnesses, did not conduct
21 a hearing or trial, did not enter the unit to verify the intercom, and completely ignores did it
22 investigate that parking for two cars was reduced to parking for one car; the Respondent has
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1 admitted its abuse of discretion, failed to proceed in the manner required by law, undertook an
2 agency action that was arbitrary capricious or entirely lacking in evidentiary support or contrary
3 to established public policy, and was unlawful or procedurally unfair, and the LAHD did not give
4 proper notice as to the petitioners remedy rights under CCP section 1094.6 for the RSO
5 complaints other than CE273371, as supplemented. (AR 681.) To Petitioner best recollection,
6 Petitioner never said the City should provide him with a free cell phone or internet however,
7 under the REAP division, after a complaint by a tenant like myself, the City has the ability to
8 provide the housing services denied and bill the owner, i.e the City “should provide the cell
9 phone and free Wifi” if the owner has not supplied those parts to operate the Akuvox system.
10 Since the operation of Akuvox is a housing service provided at the subject address, and a
11 complaint under the authority of the City code violation division, by the City complaint process,
12 Petitioner has the right to seek redress of his grievances and the City is liable to take action; —
13 and the City claims it is liable to take action against housing discrimination—so this is another
14 false statement by the city for purposes of “actual fraud, corruption, and intentionally to cause
15 harm”. (AR 691.)
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21 **Conclusion - Why Relief is Warranted**

22 Must Black tenants wait another ten years for housing services? Exh 27, pages 72-83,
23 Exhibit List page viii.” (January 3, 2024. Court filed Opposition to Motion to Strike. Page 6. Exh
24 filed 1/5/23.)
25

26 The petitioner has been struggling with their unscrupulous landlord since 2014 to repair
27 the intercom in their apartment that is supposed to connect to the outside control box for
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1 deliveries, relatives, friends, and emergency responders. The petitioner's rent agreement states
2 that tenants only have to supply the battery for the smoke detector, while the landlord is
3 supposed to supply all parts and labor for the new Akuvox system. However, the landlord refuses
4 to supply the phone and internet, and leaving the petitioner with no intercom service. As for
5 parking, the petitioner got far enough for the landlord to say in writing that Petitioner is entitled
6 to tandem parking since their change in terms of tenancy agreement in 2021 (Letter from Gerst
7 October 4, 2023). However, the landlord says they'll let tenant know when a tandem parking stall
8 becomes available, while other white tenants come and go. The landlord says the petitioner is
9 "first come first served" since 2021, and there are at least four vacant parking stalls that the
10 petitioner can see, but the landlord refuses to assign the tandem parking stall. (42 USC section
11 1981).

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15 The Court is asked to consider that it is easy to repair the intercom in the unit because
16 Petitioner pays his rent money for that purpose. The Court is asked to consider that it is easy to
17 extend the single parking stall to tandem because Petitioner pays rent for that purpose. The Court
18 is asked to order the City/owner to provide the tandem parking stall because Petitioner pays rent
19 for that purpose, and because it is the easy thing to do.

20
21 Petitioner respectfully requests the Court set aside the City decision CE273371 (AR
22 722-730). Petitioner requests the Court grant the relief requested in the Petition for Writ and
23 Supplemental Petition in Support of the Petition for Writ of Mandate. (AR 7-8 and AR 223-241.)
24 CCP 1094.5(f). CCP 1094.6(c).

25
26 Dated: February 27, 2024

27
28

GEARY J. JOHNSON
PETITIONER PRO SE

PROOF OF SERVICE

I, ERIC BECKWITH, do declare:

I am a resident of the County of Los Angeles; I am over the age of 18 years of age and not a party to be within entitled action; my business address is 1522 Hi Point St. Apt 9, Los Angeles, CA 90035.

On February 27, 2024 I served the within

OPENING BRIEF BY PETITIONER GEARY J. JOHNSON; PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097)

i. Table of contents;

ii. Table of Authorities

iii. Certificate of Compliance

(CASE NUMBER 23STCP00644)

on the below listed in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed to the last known address as follows:

Heidi Feldstein Soto
John W. Heath
Deborah Breithaupt
Office of the Los Angeles city attorney
City Hall
200 North Spring St 21st floor
Los Angeles California 90012-4130
Attorney for City of Los Angeles Los Angeles

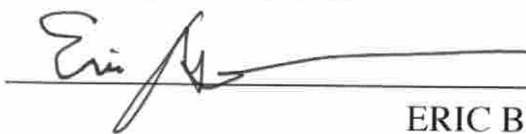
Via First Class Mail PRIORITY MAIL 9405 5112 0620 4950 1440 37

Michael Gerst
REEDER MCCREARY, LLP
11766 WILSHIRE BLVD STE 1470
Los Angeles, CA 90025
Attorney for Real Party in Interest Hi Point 1522 LLC

Via First Class Mail PRIORITY MAIL 9405 5112 0620 4950 1931 65

I declare under penalty of perjury under the laws of THE STATE OF CALIFORNIA that the foregoing is true and correct.

Executed on FEBRUARY 27, 2024, at Los Angeles California.



ERIC BECKWITH