

# Exchange and Submission of Evidence (Small Claims)

**Important:** This form is to be used to submit evidence to the court and the opposing party. Read the other side of this form before you fill out the form.

Pursuant to Code of Civil Procedure section 116.520, parties in a Small Claims matter have the right to present evidence and witnesses at the hearing on the matter in support of their respective positions.

Each party who wishes to submit evidence is ordered to exchange and submit evidence to the court at least ten (10) days prior to the hearing and show proof of compliance (Second Amended Standing Order Re: Evidence Exchange 2024-SJ-006-01).

A party's failure to comply may result in the evidence not being considered by the court.

Fill in court name and address  
Superior Court of California,  
County of Los Angeles

111 W. HILL ST  
LOS ANGELES, CA  
90012

Case Number:  
25STSC03297

Case Name:  
Geary Johnson v Hi Point 1522 LLC

My Name is: Geary J. Johnson

My Mailing Address is: 1522 Hi Point St 9

LOS ANGELES, CA. 90035

I am a (check one):  Plaintiff  Defendant in this case.

My hearing is now scheduled on

(date) JAN 6, 2026

at (time) 1:30 PM

in Department 90

## INSTRUCTIONS:

List each item of evidence separately and briefly describe it. Please provide copies only, as evidence will be returned only if a self-addressed envelope with sufficient pre-paid postage is submitted. If you need more space, attach one sheet of paper.

1. SEE ATTACHED LIST AND EXHIBITS SET #3

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

The parties listed below have been served with a copy of my evidence.

Name: HI POINT 1522 LLC was served on (date) NOV. 25 2025

by (check one)  mail  personal delivery. Address of service: C/O THOMAS KHAMMAR AT POWER PROPERTY MANAGEMENT

MANAGEMENT INC 8885 VENICE BLVD #205 LOS ANGELES CA 90034 USPS 9405 5118 9956 1977 1949 38

Name: \_\_\_\_\_ was served on (date) \_\_\_\_\_

by (check one)  mail  personal delivery. Address of service: \_\_\_\_\_

PRESS FIRMLY TO SEAL



PRESS FIRMLY TO SEAL

FLAT RATE ENVELOPE  
POSTAGE REQUIRED

UNITED STATES  
POSTAL SERVICE®

PRIORITY®  
MAIL

- Expected delivery date specified for domestic use.
- Domestic shipments include \$100 of insurance (restrictions apply).\*
- USPS Tracking® service included for domestic and many international destinations.
- Limited international insurance.\*\*

When used internationally, a customs declaration form is required.

Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.

See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

SMALL CLAIMS CASE NO. HG 1/6/26  
1:30 P.M. CASE STSC 03297  
25

FLAT RATE ENVELOPE  
ONE RATE ■ ANY WEIGHT

TRACKED ■ INSURED



PS00001000014

EP14F October 2023  
OD: 12 1/2 x 9 1/2

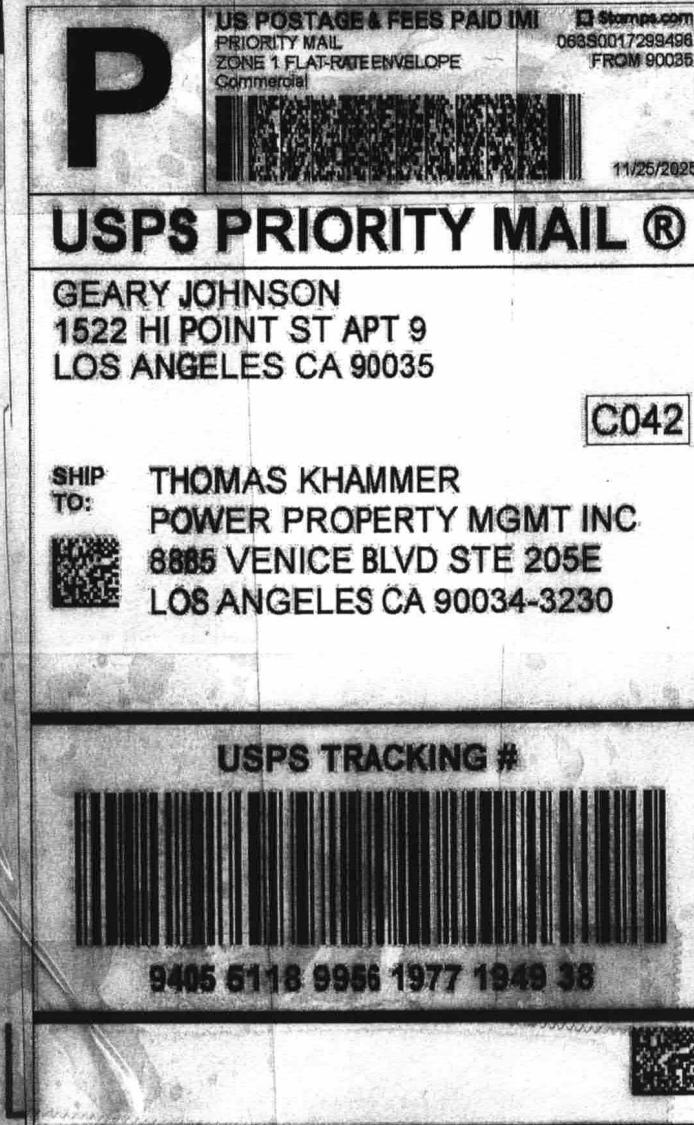


To schedule free Package Pickup,  
scan the QR code.



USPS.COM/PICKUP

1/6/26 1:30 PM DEPT. 90 25STSC 03297



**stamps  
endicia      Shipping Label Receipt**

**Tracking Number:**

**9405511899561977194938**

PRIORITY MAIL 2-DAY with Tracking \*

Electronic Service Fee: \$0.00

Total Postage and Fees: \$10.40

Weight: 0 lbs 1 oz

Print Date: 11/25/2025

Mailing Date: 11/25/2025

**From:** GEARY JOHNSON  
1522 HI POINT ST APT 9  
LOS ANGELES CA 90035

**To:** THOMAS KHAMMER  
POWER PROPERTY MGMT INC  
8885 VENICE BLVD STE 205E  
LOS ANGELES CA 90034-3230

USPS  
Postmark  
Here

\*Regular PRIORITY MAIL 2-DAY Service postage rates apply. There is no fee for Tracking service on PRIORITY MAIL 2-DAY services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

**Instructions:**

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

Set #3 Exhibits	Johnson v Hi Point 1522 LLC	Case 25STSC03297
Exhibit Number	Page	Description
Mailing Label and Evidence Form (Cover sheet)		
26	30	Declaration of Byron L. Wilson (2016) regarding parking stalls
27	31-38	Fax to owner Nov 21 2025 review of requests
28	39-41	Fax to owner November 18, 2025 what are qualifications
29	42-43	Fax to owner Sept 13 demand for services
30	44-48	Fax to owner November 6 2025 request for indoor monitor
31	49-51	Fax and email Sept 11-13 2025

<b>Set #3 Exhibits</b>	<b>Page</b>	<b>Description</b>
32	52-55	Fax and Email November 9-11, 2025 request for tandem parking
33	56-60	Monthly newsletter from Thomas Khammar and Brent Parsons
34	61-70	Code violation complaint dated Nov 11, 2025 city case 961003
35	71-77	Los Angeles Tenant Anti-harassment Ordinance June 23, 2021
		<b>Proof of Service Aug 26, 2025, Oct 15, 2025, November 25, 2025</b>

DECLARATION OF BYRON L. WILSON

I, Byron L. Wilson do declare:

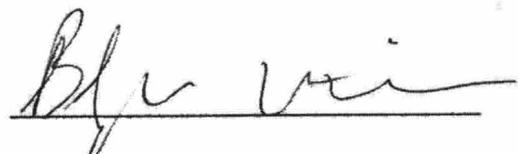
1. I make this declaration of my own free will.

2. If called to testify, I could do so competently. On all other matters I believe them to be true based on information and belief.

3. I am one of two tenants at 1522 Hi Point St Apt 9, Los Angeles, California, 90035, since February 2010.

4. Before moving into apt 9, and on the day of inception of tenancy, I observed that the parking lot for the building included: one stall marked for guests, single car stalls numbered as 1 – 13, and tandem parking stalls numbered 14-19.

I make this declaration under penalty of perjury of the laws of the state of California this 1<sup>st</sup> day of June 2016.



BYRON L. WILSON

Friday November 21, 2025  
1522 Hi Point St 9  
Los Angeles. CA. 90035  
323-807-3099

Dear Hi Point 1522 LLC thru Power Property Management Inc.

Via Facsimile 310-661-8195

Communications from me to owner  
Requesting housing services intercom and tandem parking

2023

Fax January 17, 2020  
Fax May 25, 2023  
Fax June 5, 2023  
Email June 5, 2020  
FedEx September 26, 2020  
September 25, 2023 letter  
October 7, 2023 fax  
October 10, 2023 FedEx

2024

January 17th 2024  
February 23, 2024  
March 2, 2024 email

EXH, 27 of 35

1 of 6

PAGE 31

April 17, 2024 email  
May 28, 2024 email  
May 29, 2024 Email  
January 23, 2024  
April 11, 2024 email  
April 22, 2024 email  
May 5, 2024 fax  
July 6, 2024 email  
September 28, 2024 Email  
November 10, 2024 email  
December 13, 2024 Email

**FROM THE COURT HEARING OCTOBER 30, 2025**

Defendant agent Thomas Khammar said that he is willing to provide an indoor monitor to get the Akuvox working in my unit. To me, this is his admission that he is obligated to supply the indoor monitor (interface) and should have supplied it in 2023.

**FROM THE COURT HEARING SEPTEMBER 16, 2025**

The minute order of the court says "The defendant must submit to the court the denial letter that was given to the plaintiff."

I have not received any denial letter from the Defendant.

## OWNER AS MILLIONAIRE

The owner of this property is a millionaire and may be owned by numerous corporations. The current owner purchased the property in 2022 for \$6 million dollars.

## THE OWNER WILL SUFFER NO HARM BY PROVIDING EXTRA PARKING

Since I have agreed to pay \$50 a month extra for the tandem parking stall, the owner will suffer no harm by providing the tandem parking stall to me and my roommate.

## ONE TENANT DIED BECAUSE THE INTERCOM SYSTEM DID NOT WORK

A few years ago, I witnessed that a tenant who was attempting to commit suicide was prevented from getting the help he needed because the Intercom system was not fully functioning. That is why I fight so hard to make sure the system is in place and working properly. That person's life might've been saved.

## DOES AKUVOX REPLACE ARTOLIER ?

If AKUVOX is meant to replace ARTOLIER, then ARTOLIER needs to be removed from my unit because it is junk. If AKUVOX is meant to replace the old intercom, then the owner must supply the parts to use it which includes either an indoor monitor or a cell phone with WiFi service. The owner without extra charge to me supplies the key to the

front of the building, key to my unit, clicker to open the parking gate, and key to open the mailbox. The owner needs to supply the parts to use the Akuvox intercom function.

## EXCEPTIONS TO RES JUDICATA

There were about three previous small claims cases. The case number 19 STSC14394 was filed in December 2019. That case was against Power Property Management.

The case ending 4819 was filed 12/22/ 2021 against Hi Point 1522 LLC.

The case ending 4574 against Hi Point Apartments LLC was filed December 3, 2021.

Res Judicata only applies if (1) claims are identical, (2) there was a final judgment on the merits, and (3) the case involves the same parties or to the same parties.

Exception in this case are that the time period for damages is not the same thus the claims are not identical, and there are continuing obligations and continuing damages.

Because the cases were all filed at different time periods, the claims are not identical, therefore res judicata does not apply and does not bar the current litigation.

One case was dismissed without prejudice, therefore, in that instance there was no final judgment on the merits.

The 2021 case number 4574 was against a different party from this current case, therefore res judicata does not apply or bar the current action.

The 2021 case ending 4819 was against Hi Point 1522 LLC, however the claims are not identical. For example, the Akuvox system was not the subject of that lawsuit because Akuvox was not purchased until 2023 May. The facts are not the same because the date of damages are not the same.

There are no facts that res judicata would bar the current litigation.

Res judicata does not act as a bar when there are continuing obligations and damages, and new damages and facts, as occur in the current case. This current case involves new damages, continuing obligations and continuing wrongs.

Viewed in the context of breach of contract, it is well established that, when a contract is breached on multiple occasions, each breach gives rise to a new cause of action. Witkin states the rule plainly: "When a contract is severable, the duty to perform each part arises

independently and the statute begins to run on the severable obligations from the time the performance of each is due." (3 Witkin Cal. Procedure (5th ed. 2008) Actions, § 520, at p. 665.) Examples can be found in a wide variety of contract settings generally similar to the present case. (E.g., White v. Moriarty (1993) 15 Cal.App.4th 1290, 1299 [promissory note]; Conway v. Bughouse, Inc. (1980) 105 Cal.App.3d 194, 200 [buy-sell agreement with monthly payments for life]; Carrasco v. Greco Canning Co. (1943) 58 Cal.App.2d 673, 675 [monthly salary increase]; Tillson v. Peters (1940) 41 Cal.App.2d 671, 674 [rent due under lease]; Lee v. De Forest (1937) 22 Cal.App. 2d 351, 360 [deficiency in monthly rental recoverable under terms of lease after lessor's lease to new tenant]; Trigg v. Arnott (1937) 22 Cal.App.2d 455, 459 [installment note].)

**Geary J. Johnson**

**11/21/25**

# FAX

Geary J. Johnson

**TO:**

Name: Hi Point 1522 LLC

Fax Number: (310) 661-8195

# of Pages: 7

(including cover sheet)

**FROM:**

Name: Geary Juan Johnson

Fax Number: (323) 809-4119

**Subject:** Intercom System and Parking

**Message:**

Please respond to attached.

EXH 27 OF 35

PAGE 37

## Fax To Hi Point 1522 LLC

Nov 21st, 2025 10:11pm PST

11-21-25 Johnson to Hi Point

Friday November 21, 2025  
1522 Hi Point St 9  
Los Angeles, CA, 90035  
323-807-3099

Dear Hi Point 1522 LLC thru Power Property Management Inc.  
Via Facsimile 310-661-8195

Communications from me to owner  
Requesting housing services intercom and tandem parking

2023  
Fax January 17, 2020  
Fax May 25, 2023  
Fax June 5, 2023  
Email June 5, 2020  
FedEx September 26, 2020  
September 25, 2023 letter  
October 7, 2023 fax  
October 10, 2023 FedEx

2024  
January 17th 2024  
February 23, 2024  
March 2, 2024 email

1 of 6

<b>To</b>	(310) 661 - 8195	
<b>From</b>	(323) 809 - 4119	
<b>Sender</b>	Geary Juan Johnson tainmount@sbcglobal.net	
<b>Result</b>	Fax Send Successful	
<b>Subject</b>	Intercom System and Parking	
<b>Pages Sent</b>	7 / 7	
<b>Transmission Time</b>	3 minutes, 1 second	
<b>Sent From</b>	Dashboard	
<b>Page Size</b>	Letter	
<b>Resolution</b>	Fine	
<b>ATTACHMENT FILE NAME</b>	<b>SIZE</b>	<b>PAGES</b>
2025-11-21 Letter for Fax to PPM.pdf	53.64 kb	6

EXH. 27 OF 35 PAGE 38

Tuesday, Nov 18 2025

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

## Re: tandem parking and intercom qualifications

Dear Property Owner Hi Point 1522 LLC thru Power Property Management Inc Thomas Khammar and David Diaz:

Via Facsimile 310-661-8195 and Email

1. What is the qualifications for a tenant to be assigned a tandem parking stall?
2. What is the qualifications for receiving a working Artolier intercom in my unit 9 apartment?
3. What is the qualifications for receiving a working Akuvox intercom in my unit 9 apartment which would include interface/ indoor monitor in the unit?



Geary J. Johnson  
Tenant

EXH. 28 of 35  
PAGE 39

Tue Nov 18th, 2025 4:05 PM Pacific Time

**FAX**Geary J. Johnson  
Tenant 9**TO:**

Name: Thomas Khammar and David Diaz

Fax Number: (310) 661-8195

# of Pages: 2  
(including cover sheet)**FROM:**

Name: Geary Juan Johnson

Fax Number: (323) 809-4119

**Subject:** Hi Point 1522 LLC and 1522 Hi Point St 90035**Message:**

Please respond to attached letter of today's date re tandem parking and intercoms. I encourage you also to ask the court for the audio recordings of the previous court hearing May 11 2022 where Thomas Khammar said unit 9 tenants already have (entitlement) tandem parking.

FAX 28 OF 35 PAGE 40

Sent with HumbleFax.com

## Fax To Hi Point 1522 Llc

Nov 18th, 2025 4:05pm PST

<b>To</b>	(310) 661 - 8195
<b>From</b>	(323) 809 - 4119
<b>Sender</b>	Geary Juan Johnson tainmount@sbcglobal.net
<b>Result</b>	Fax Send Successful
<b>Subject</b>	Hi Point 1522 LLC and 1522 Hi Point St 90035
<b>Pages Sent</b>	2 / 2
<b>Transmission Time</b>	55 seconds
<b>Sent From</b>	Dashboard
<b>Page Size</b>	Letter
<b>Resolution</b>	Fine

ATTACHMENT FILE NAME	SIZE	PAGES
2025-11-18 For Fax to PPM.pdf	38.44 kb	1

EXH 28 OF 35  
PAGE 41

Sat Sep 13th, 2025 10:35 AM Pacific Time

**FAX**

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

**TO:**

Name: Hi Point 1522 LLC and Power Property Mgmt

Fax Number: (310) 661-8195      **# of Pages: 2**  
(including cover sheet)

**FROM:**

Name: Geary Juan Johnson

Fax Number: (323) 809-4119

**Subject:** Demand for Services Not Provided

**Message:**

This shall memorialize that your repair crew was in the unit yesterday about 12:45 pm. They had. a key and let themselves in.

The attached notice from PPM of yesterday indicates the repairs that were scheduled. There is no indication that the intercom was scheduled for repair or that the tandem parking would be addressed. I consider your actions retaliatory and harassment because I complained.

The repair appeared to either clean or replace the peephole. It is still not the right peephole. The city building and safety code requires ---- as I requested--- a peephole where the tenant can see up and down the hallway as the other tenants have. Please replace the peephole with the correct one.

The mailbox slot is a safety hazard because the city attorney office attempted to shove a molotov cocktail down the slot to set the building on fire. Please remove the mail slot as it is a health and safety hazard and nuisance.

Please repair the Artolier intercom system in my unit. Please provide the housing service parts to use the Akuvox intercom function. Please assign us a tandem parking stall. Your refusal to provide these service I consider to be racial discrimination and retaliation because I complained.

There is still a white abandoned non operational vehicle in stall #4 parking and the parking gate does not work for weeks.

The city Housing department and Mayor Karen Bass is requested to fine the owner \$1 million (one million dollars) for lack of working parking gate and there is also no resident manager for months.

*EXH. 29 OF 35*

Sent with HumbleFax.com

*PAGE 42*

Fax To Hi Point 1522 Llc

Sep 13th, 2025 10:35am PST

To	(310) 661 - 8195
From	(323) 809 - 4119
Sender	Geary Juan Johnson tainmount@sbcglobal.net
Result	Fax Send Successful
Subject	Demand for Services Not Provided
Pages Sent	2 / 2
Transmission Time	2 minutes, 36 seconds
Sent From	Dashboard
Page Size	Letter
Resolution	Fine

ATTACHMENT FILE NAME	SIZE	PAGES
2025-9-12 Cropped Receipt Unit 9 repair.jpeg.pdf	719.06 kb	1

EXH. 29 OF 35

PAGE 43

1522 Hi Point St 9  
Los Angeles CA. 90035  
323-807-3099  
November 6, 2025

Hi Point 1522 LLC  
C/O Power Property Management Inc.  
8885 Venice Blvd #205  
Los Angeles, CA. 90035  
Via facsimile, us mail, electronic mail

**Attention Thomas Khammar and David Diaz**

**THE ARTOLIER INTERCOM SYSTEM HAS NOT BEEN REPAIRED**  
Los Angeles city code enforcement ordered the intercom system inside unit nine to be repaired or replaced by November 4, 2025. You have failed to comply with that order. Please comply with the order today without further delay.

**AN INDOOR MONITOR WAS PREVIOUSLY REQUESTED FOR UNIT 9**  
Thomas Khammar represented at the last court hearing on this matter, that I had not requested an indoor monitor to make the Akuvox intercom function aware. Truthfully, I faxed Khammar on September 27, 2025 with the request. See attachment.

Since you are the management company, you are legally required to know the building and safety codes that you are supposed to follow. Here's the code that I previously provided to that governs the requirement of the outside intercom system, and that would be connected to an interface, which is a indoor monitor inside the unit. ( I encourage you to look up the definition of interface.)

**THE OWNER OF THE PROPERTY IS REQUIRED TO PROVIDE THE INTERFACE (indoor monitor) FOR EACH UNIT aka two way communication\***

The code section quoted shows that the owner of the property must provide the indoor monitor for the unit. There is no indication in that code section that the tenant has to incur the cost of the indoor monitor. Tenants in unit nine will not incur the cost of the indoor monitor. If tenants in unit nine are somehow forced to incur the cost of the indoor monitor, search tenants reserve the right to seek reimbursement for such cost, and do so in a court of law.

I remind you that I am aware that there are at least three Wi-Fi connections in the building that either have your name as the owner or the name of the management company. Those Wi-Fi channels have not been made available to me. I shall name those channels.

#### PRIVACY RIGHTS OF CELL PHONE AND WIFI USERS

I want to make it clear that my cell phone is for my private use. I do not share the phone with anyone else and I do not provide anyone else access to my text messages, phone calls, or contacts. If I use my cell phone for my own purposes, that is between myself and the person I am calling or texting. Conversely, my roommate also has a cell phone and that is his private property. I do not read his cell phone messages, calls, or contact list. We do not share phones, and we do not use each others phone for our own purposes.

It seems you had some type of strange deluded impression that my cell phone is for your purposes; my cell phone is not for your purposes and is not for use of your intercom system or other systems. I do not have any agreement with you to use my cell phone or that you can use my cell phone for your own private purposes.

I remind you that in my rent agreement, all utilities are included in the rent amount paid. There are no separate charges.

Geary J. Johnson  
Tenant 9

## Legal reference

### \* Key Aspects of 11B-708:

- Two-Way Communication: This section addresses systems that allow for communication in both directions.

### Section 11B-708 Two way communication systems

#### 1. 11B-708.4 Residential dwelling unit communication systems.

Communications systems between a residential dwelling unit and a site, building, or floor entrance shall comply with Section 11B-708.4.

11B-708.4.1 Common use or public use system interface. The common use or public use system interface shall include the capability of supporting voice and TTY communication with the residential dwelling unit interface.

11B-708.4.2 Residential dwelling unit interface. The residential dwelling unit system interface shall include a telephone jack capable of supporting voice and TTY communication with the common use or public use system interface.

California Building Code 2022 (Redacted)

#### 11B-230.1 General

Where a two-way communication system is provided to gain admittance to a building or facility or to restricted areas within a building or facility, the system shall comply with Section 11B-708.

cc: subpoena file David Diaz

To	(310) 661 - 8195
From	(323) 809 - 4119
Sender	Geary Juan Johnson tainmount@sbcglobal.net
Result	Fax Send Successful
Subject	The Two Intercom systems
Pages Sent	4 / 4
Transmission Time	1 minute, 51 seconds
Sent From	Dashboard
Page Size	Letter
Resolution	Fine

ATTACHMENT FILE NAME	SIZE	PAGES
2025-11-6 TO Letter to PPM on Intercoms.pdf	44.99 kb	3

EXH 30 OF 35 PAGE 47

# FAX

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

**TO:**

Name: Hi Point 1522 LLC

Fax Number: (310) 661-8195

# of Pages: 4

(including cover sheet)

**FROM:**

Name: Geary Juan Johnson

Fax Number: (323) 809-4119

**Subject:** The Two Intercom systems

**Message:**

## Tomorrow inspection/repair at 1522 Hi Point Street unit 9. Health and Safety Hazards

From: G Johnson (tainmount@sbcglobal.net)

To: marke.bridge@lacity.org; vatche.kasumyan@lacity.org; germain.mendoza@lacity.org; masiss.andriasan@lacity.org; cynthia@powerpropertygrp.com; thomas@powerpropertygrp.com; david@powerpropertygrp.com

Cc: mayor.helpdesk@lacity.org; councilmember.hernandez@lacity.org; councilmember.nazarian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; councilmember.yaroslavsky@lacity.org; councilmember.padilla@lacity.org; councilmember.rodriguez@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.price@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.lee@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.jurado@lacity.org; councilmember.mcosker@lacity.org; highpoint1522@gmail.com; lahd.rso.central@lacity.org; lahd.reap@lacity.org; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; brent@powerpropertygrp.com; nisi@powerpropertygrp.com; frontdesk@powerpropertygrp.com; controller.mejia@lacity.org; dod.contact@lacity.org; aoa.crsa@aoausa.com; aram.avedisian@lacity.org; eric.bane@lacity.org; doran.bobadilla@lacity.org; laura.zimmerman@lacity.org; grant.woods@lacity.org; sewada.zadoorian@lacity.org; jason.wilson@lacity.org; kelly.warner@lacity.org; mark.wang@lacity.org; gavin@gavinnewsom.com

Bcc: hairylegs27@gmail.com

Date: Thursday, September 11, 2025 at 08:43 PM PDT

David Diaz <david@powerpropertygrp.com> Et al.

1. Tomorrow your company is scheduled to come out and do some resurfacing parts of the shower enclosure that were damaged by recent repairs by Power Property Management.
2. Please re-stripe my parking stall #8 so it can become a tandem parking stall. This is what your boss Thomas Khammar said to the court that I am entitled to.
3. Please remove the abandoned vehicle that is parked at stall number four. It has been parked there for over two years and is not running , not registered, and has a flat tire and is a health and safety hazard.
4. Please replace the unit number nine door peep hole with a wide angle peephole because the current peephole is a health and safety hazard.
5. Please remove the apartment number nine door mailbox slot as it is a health and safety hazard.
6. Please repair the Intercom system that is in unit nine.
7. Please provide the housing services parts to use the intercom that is on the outside the building called AKUVOX. We need to be supplied with a cell phone and Wi-Fi. The lack of Intercom service is a health and safety hazard.

EXH. 31 OF 35

PAGE 49

8. Please repair the parking gate that is in disrepair as the gate is stuck open and has not worked for weeks.

The Power Property Management Yelp Page appears at <https://www.yelp.com/biz/power-property-management-los-angeles> .

All rights reserved.

**Geary Juan Johnson  
Apt 9**

Phone 323-807-3099

EXH 31 OF 35

PAGE 50

Fax To Hi Point 1522 Llc

Sep 13th, 2025 10:35am PST

<b>To</b>	(310) 661 - 8195
<b>From</b>	(323) 809 - 4119
<b>Sender</b>	Geary Juan Johnson tainmount@sbcglobal.net
<b>Result</b>	Fax Send Successful
<b>Subject</b>	Demand for Services Not Provided
<b>Pages Sent</b>	2 / 2
<b>Transmission Time</b>	2 minutes, 36 seconds
<b>Sent From</b>	Dashboard
<b>Page Size</b>	Letter
<b>Resolution</b>	Fine

ATTACHMENT FILE NAME	SIZE	PAGES
2025-9-12 Cropped Receipt Unit 9 repair.jpeg.pdf	719.06 kb	1

EX# 31 of 35

PAGE 51

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

November 9, 2025

Hi Point 1522 LLC  
C/O Power Property Management Inc.  
8885 Venice Blvd #205  
Los Angeles, CA. 90035  
Via facsimile, us mail, electronic mail

**Attention Thomas Khammar and David Diaz, et al.**

1. There has not been a resident manager on site for a number of months now maybe six or more. Under the city rent stabilization ordinance, tenants are entitled to a rent reduction for the lack of resident manager. Please provide the rent reduction to all tenants, pursuant to a rent control complaint.
2. Could you please assign apartment number nine tenants a tandem parking stall today without further delay. As you know, when we signed the written agreement in 2010, it was on the provision that we would be assigned a tandem

EXH. 32 of 35

✓

PAGE 52

parking stall and parking for two vehicles for the two tenants in unit 9. I estimate from photos provided that tandem stalls 13, 14, 15, 16 are available and empty. Since we have agreed to pay the \$50 for the tandem parking, there would be no loss to you as owner to provide us the tandem parking.

Sincerely,

Geary J. Johnson  
Tenant

EXH 32 of 35

PAGE 53

Sun Nov 9th, 2025 9:17 PM Pacific Time

**FAX**

Geary J. Johnson

**TO:**

Name: Thomas Khammar, David Diaz, Cynthia Reynosa

Fax Number: (310) 661-8195

# of Pages: 3  
(including cover sheet)**FROM:**

Name: Geary Juan Johnson

Fax Number: (323) 809-4119

**Subject:** Request for Tandem Parking**Message:**

See attached letter. Please respond.

Sent with HumbleFax.com

FAX 32 OF 35

PAGE 54

Fax To Hi Point 1522 Llc

Nov 9th, 2025 9:17pm PST

To	(310) 661 - 8195
From	(323) 809 - 4119
Sender	Geary Juan Johnson tainmount@sbcglobal.net
Result	Fax Send Successful
Subject	Request for Tandem Parking
Pages Sent	3 / 3
Transmission Time	1 minute, 8 seconds
Sent From	Dashboard
Page Size	Letter
Resolution	Fine

ATTACHMENT FILE NAME	SIZE	PAGES
2025-11-9 Letter to owner re tandem.pdf	17.83 kb	2

EXH 32 OF 35

PAGE 55



Davey GJuanvaldez &lt;hairylegs27@gmail.com&gt;

## Stay Informed: Los Angeles Property Management November 2025 Updates!

1 message

Thomas Khammar <thomas@powerpropertygrp.com>  
To: Davey GJuanvaldez <hairylegs27@gmail.com>

Mon, Nov 3, 2025 at 10:31 AM

[View in Browser](#)

## Housing Watch: Rental Fraud on the Rise Across the U.S.

Rental fraud is skyrocketing nationwide — and **Atlanta is leading the trend**. Some landlords report that **up to 40% of rental applications** in certain buildings are fake, with falsified pay stubs, fake employment letters, or made-up Social Security numbers.

### 💡 Why It's Happening

- High rents, a surge in luxury units, and too few affordable homes are pushing renters to desperate measures.
- Influencers on TikTok are selling “rental application packages” that include fake pay stubs and employment letters.
- Outdated screening methods make it easier for fraudulent applications to go unnoticed.

### ⚠ The Fallout

- Landlords face major financial losses when fake tenants stop paying rent.
- Honest renters are affected too, as inflated demand drives prices higher.
- Many property managers are turning to **AI-powered verification tools** to spot fake documents and prevent fraud.

EXH. 33 OF 35 PAGE 56

## • The Bottom Line

- Rental scams are getting smarter, reflecting the growing pressures of today's housing market.
- Combating fraud now requires a mix of **technology, vigilance, and tighter screening processes**.
- When an applicant seems *too eager to move in — especially if they say "today or tomorrow"* — it's often a flag for fraud.

The rise in rental scams shows just how unbalanced the housing market has become — too many luxury unit affordability, and growing pressure on both renters and landlords.



On **October 7**, Governor **Gavin Newsom** signed **AB 628** into law — bringing a major update to California's definition of what makes an apartment "habitable."

Starting **January 1, 2026**, every new lease, renewal, or amendment must include a **working stove and refrigerator**.

### What's Changing:

- **Stoves** are now required in all qualifying lease agreements.
- **Refrigerators** must be provided — unless the tenant explicitly agrees *in writing* to bring their own. Then, tenants can change their mind within **30 days**, and the owner will need to supply one.
- **If a stove or fridge is recalled**, owners have **30 days** from notice to repair or replace it.

### Why It Matters:

AB 628 shifts stoves and refrigerators from "optional amenities" to **core habitability requirements**. This means:

- **Added costs for owners**, especially for properties that didn't previously include appliances.
- **Stricter timelines** for appliance repairs, replacements, and documentation.
- **Fewer exemptions** — only SROs, residential hotels, and housing with shared kitchens are excluded.

As many owners have already experienced, **operating costs continue to rise** while **rent increases remain capped** under local laws. AB 628 continues that pattern, raising compliance requirements without providing flexibility.

EXH 33 a-35

PAGE 57

# MAINTENANCE TIP OF THE MONTH

## Rain-Ready Roofs Start with Preventative Care

Preventative maintenance is always better than scrambling during a storm. Just like ignoring your car's "check engine" light, overlooking roof upkeep can leave you with leaks, property damage, and big repair bills.

Rain may get the blame for roof leaks, but most problems start long before the first storm. Small cracks, worn shingles, and clogged gutters can all turn a light drizzle into major damage once the rain begins.

As the rainy season sets in, take time to ensure your roof is prepared and protected:



1. **Inspect roof penetrations** around vents, skylights, and chimneys. Reseal as needed.



2. **Fix visible damage** such as cracked tiles or worn shingles.



3. **Check for ponding water**—standing water after 48 hours signals drainage problems.



4. **Clean gutters and drains** so rainwater can flow freely.



5. **Keep records** of maintenance and inspections for future reference.

If you can't safely inspect your roof, schedule a professional checkup. A few small touch-ups now can save you thousands later—and help you stay dry and stress-free all season long.

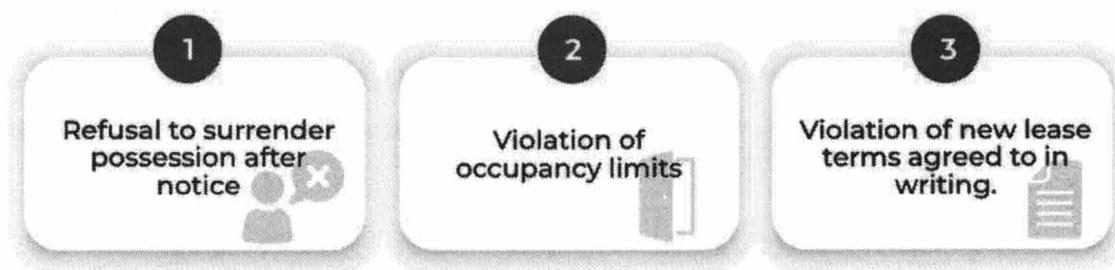
### Quick Local Policy Note: Cudahy Passes New Eviction Threshold Ordinance

On October 7, the **Cudahy City Council** approved an **urgency ordinance** that limits evictions to cases where rent exceeds **Fair Market Rent (FMR)** as defined by HUD.

The update also narrows what qualifies as a "**material lease violation**" to:

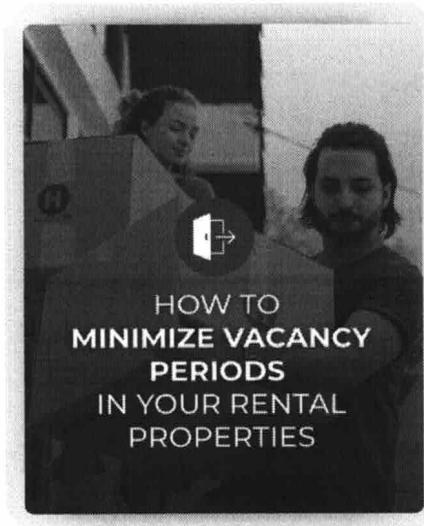
EXH. 33 of 35

PAGE 58



While the long-term impact remains unclear, some expect the rule could increase rent debt and credit challenges for tenants.

*For guidance on how this may affect your leases, consult with legal counsel.*



Vacancy periods are one of the biggest challenges for property owners. An empty day means lost income and reduced property value. The good news is that with the right approach, you can fill units faster, attract quality tenants, and keep your rentals profitable. Here are some practical tips to help you reduce vacancy time and stay competitive.

For those looking to take things a step further, **Power Property Management** offers the expertise and proven strategies to help you manage your property's operations, attract the right tenants, and maximize your property's value all while saving you time and effort.

[READ THE FULL ARTICLE HERE](#)

## ABOUT US

**POWER PROPERTY MANAGEMENT** is California's premier, full service management company dedicated to providing the highest quality service available in property management, leasing and value add capital improvement projects. We personalize our approach based on our clients' needs and deliver results to maximize your cash flow. As experienced leasing professionals our team is committed to protecting your assets while acquiring optimal rents. We work to maximize awareness of your asset through aggressive marketing efforts in order to minimize the vacancy period and attract the right residents.

[REQUEST A PROPOSAL](#)

EXH. 33 OF 35

PAGE 59

**BRENT PARSONS**  
Managing Partner  
310-593-3955 ext. 24  
brent@powerpropertygrp.com

**THOMAS KHAMMAR**  
Managing Partner  
310-593-3955 ext. 23  
thomas@powerpropertygrp.com

**POWER PROPERTY MANAGEMENT**  
310-593-3955 | powerpropertymanagement.com | 8885 Venice Blvd. Suite 205 Los Angeles CA 90232

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You've received this email because you're one of our customers or subscribers.  
Power Property Management inc., P.O. Box 472, Culver City, CA 90232, United States | [Unsubscribe](#)

EXH 33 OF 35

PAGE 60



## PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Total Units (legal unit count may vary): 18

Rent Registration Number: 0270090

\*Census Tract: 216700

\*Council District: 10

Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Exemption Units: 0

Rent Office ID: Wilshire

Code Regional Area: West Regional Office

Year Built: 1972

\*Bureau of Engineering Data

961003

## PROPERTY VIOLATION REPORTED

Thank You, we have received your request for inspection:

Your Case number is 961003.

Thank you for your interest. Your Property Violation Report has been received by our office. You will be contacted by phone to schedule a site visit so we can verify the conditions you reported and take any necessary action to address any violations.

EXH. 34 OF 35 PAGE 61



## PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Total Units (legal unit count may vary): 18

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Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Exemption Units: 0

Rent Office ID: Wilshire

Code Regional Area: West Regional Office

Year Built: 1972

\*Bureau of Engineering Data

## COMPLAINT DETAILS

All fields marked with an asterisk (\*) are required.

First Name: \*

Geary

Last Name: \*

Johnson

Address:

1522 Hi Point St 9

Unit #:

9

City:

Los Angeles

Zip:

90035

Phone (H): \*

3238073099

Phone (C):

tainmount@sbcglobal.net

Violation Location:

EXTERIOR AND INTERIOR AND PARKING LOT

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: \*

ELECTRICAL



Violation Type: \*

Select Violation Type



Selected Violation Types: \*

Electrical wiring disconnected and/or abandoned

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

Manager Name:

KASSANDRA HARRIS

Manager Phone(H):

3238073099

Manager Phone (W):

Owner Name:

HI POINT 1522 LLC

Owner Phone(H):

Owner Phone (W):

Owner Address:

Owner City:

Santa Monica

Owner Zip Code:

EXH 34 OF 35

PAGE 63

tainmount@sbcglobal.net

Violation Location:

EXTERIOR AND INTERIOR AND PARKING LOT

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: \*

ZONING VIOLATION

Violation Type: \*

Select Violation Type

Selected Violation Types: \*

Electrical wiring disconnected and/or abandoned  
 Building and/or premises unsafe, or unclean  
 Inoperative vehicles or major auto repair on property

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

Manager Name:

KASSANDRA HARRIS

Manager Phone(H):

3238073099

Manager Phone (W):

Owner Name:

HI POINT 1522 LLC

Owner Phone(H):

Owner Phone (W):

Owner Address:

Owner City:

Santa Monica

Owner Zip Code:

EXH 34 OF 35

PAGE 64

961003 . Attachment to code violation complaint November 11, 2025 from Geary J. Johnson ( 1827 WORDS)

The authority of code enforcement inspectors to investigate the entire property comes from **HEALTH AND SAFETY CODE - HSC SUBSTANDARD HOUSING 17920.3**. The code violation inspectors have jurisdiction over the interior dwelling unit intercom as well as the Akuvox intercom unit on the outside of the building.

The owner of this property receives public funding for this property thru the HUD Section 8 program, and some tenants at this address are Section 8 HUD applicants.

If the code enforcement department needs access to the property, they are to contact the property owner, not the tenant.

#### ACCESSIBLE PARKING SPACE NEEDED

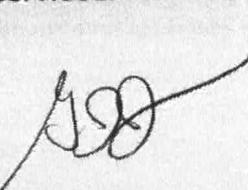
Building code section 11B-208 requires one accessible parking space. There is none at this location. Please cite the property owner.

#### TWO WAY COMMUNICATION SYSTEM INTERFACE REQUIRED

The owner has failed to install an "interface" in the unit or indoor monitor into unit 9 in order to use the Akuvox intercom function. City code enforcement has refused to cite the owner of this property, such constitutes disability discrimination against myself by city government employees.

The two-way communication system on the front of this location ("Akuvox") does not have a system interface in my dwelling unit. Los Angeles Building code section 11B-708.4, 708.4.1, 708.4.2. Also see California Building codes sections below 11B-230.1 and 11B-708, et al. The two way communication system and my unit were inspected on September 26, 2025 by city inspector Fabian Gonzalez. The stated building codes require that there be a system interface in my dwelling unit. Please cite the owner for this violation.

I am a disabled person who has been assigned a wheelchair and a walker. I am a disabled person who would be the recipient of accessible housing laws and services. The owner of the property and city employees are aware of my disabilities.



961003

Page 1 of 6

EXH 34 of 35 PAGE 65

THE CITY CODE ENFORCEMENT ENFORCES THE STATE BUILDING CODES AND  
HEALTH AND SAFETY CODES.

ASSIGNMENT TO TANDEM PARKING STALL IS REQUESTED.

Code enforcement inspectors have jurisdiction over tandem parking stalls.

SOURCES.

Yes, an IP intercom system does require a power supply. While some IP intercom systems can utilize Power over Ethernet (PoE) for both power and data transmission over a single Ethernet cable, they still rely on a power source, either at the network switch or through a separate power adapter. Even with PoE, the network switch or the power adapter needs to be connected to a power source. The Akuvox door entry intercom system is an addition installed around 2023 to 1522 Hi Point St 90035.

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:

**"Intercom systems and City responsibility:** The City of Los Angeles, including the Mayor's Office, does not mandate intercom systems in multifamily dwellings unless required by specific building or accessibility codes. The Los Angeles Department of Building and Safety (LADBS) is the authority for construction code enforcement." City Housing employee **Masiss Andriasan**

**"Intercom system – Luxury vs. Necessity:** According to current building codes, intercom systems are considered amenities, not necessities. At the time of your lease agreement, the intercom system was non-operational, and this condition was acknowledged and accepted. Health and safety standards are determined by code requirements—not by tenant preference." City Housing employee **Masiss Andriasan**

In Los Angeles, building safety intercom systems often require permits, especially for larger installations like multi-unit residential or commercial buildings. Permits ensure compliance with building codes and safety standards. Before installing or modifying an intercom system, it's crucial to check with the Los Angeles Department of Building and Safety (LADBS) for specific requirements. (Source : Google AI)

EXH. 34 of 35

"As a Black tenant with a disability, I have been denied equal access to city programs and activities (rent control department) as I do not have a working intercom or tandem parking stall." Email to city employees June 16, 2025.

#### ZONING VIOLATION

Unapproved open storage, maintenance, dismantling, repairing, or otherwise performing any work upon a vehicle, machine, motor, appliance, or other similar device, other than to effect minor emergency repairs to a motor vehicle. Sections 12.21.A.8(a), 12.21.A.8(b) of the L.A.M.C. COMMON, Note: White Mercury Sable -License # 6WLZ892 at parking stall # 4. 1522 S HI POINT ST. The vehicle is creating a public nuisance and I am member of the Public. Please cite the property owner.

#### Rental Unit.

"Rental Unit" refers to all dwelling units, efficiency dwelling units, guest rooms, and suites, as defined in Section 12.03 of this Code, all housing accommodations as defined in Government Code Section 12927, all duplexes, condominiums and single-family homes in the City of Los Angeles, rented or offered for rent for living, dwelling and/or human habitation purposes, the land and buildings appurtenant thereto, and all housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities. (Source city Tenant Anti-Harassment Ordinance)

That I have a disability was told to city code enforcement via complaint 896288 dated 4/23/24, code violation complaint 896708 dated 4/25/24, code violation complaint 903410 dated 6/26/2024, code violation complaint 945381 dated 7/31/25. and email dated June 16, 2025 the word "disability is mentioned".

City employees were advised of my disability and request for reasonable housing accommodation/ accessibility by email dated March 13, 2023, April 13, 2023, and September 25, 2025.

Los Angeles Building Code 11B-708 specifies requirements for Two-Way Communication Systems in public buildings to ensure they are accessible to people with disabilities. It mandates that these systems must provide both audible and visual signals and, in the case of residential dwelling units, be capable of supporting voice and TTY communication with a central or public use interface.

#### Key Aspects of 11B-708:

- **Two-Way Communication:** This section addresses systems that allow for communication in both directions.

#### Section 11B-708 Two way communication systems

1. 11B-708.4 Residential dwelling unit communication systems. Communications systems between a residential dwelling unit and a site, building, or floor entrance shall comply with Section 11B-708.4.

**11B-708.4.1 Common use or public use system interface. The common use or public use system**

interface shall include the capability of supporting voice and TTY communication with the residential dwelling unit interface.

**11B-708.4.2 Residential dwelling unit interface. The residential dwelling unit system**  
interface shall include a telephone jack capable of supporting voice and TTY communication with the common use or public use system interface.

California Building Code 11A may also apply to this property.

California Building Code 2022 (Redacted)

**11B-230.1 General**

Where a two-way communication system is provided to gain admittance to a building or facility or to restricted areas within a building or facility, the system shall comply with Section 11B-708.

**11B-708 Two Way Communications**

**11B-708.1 General**

Two-way communication systems shall comply with Section 11B-708.

**11B-708.2 Audible and Visual Indicators**

The system shall provide both audible and visual signals.

**11B-708.4 Residential Dwelling Unit Communication Systems**

Communications systems between a residential dwelling unit and a site, building or floor entrance shall comply with *Section 11B-708.4*.

**11B-708.4.1 Common Use or Public Use System Interface**

The common use or public use system interface shall include the capability of supporting voice and TTY communication with the residential dwelling unit interface.

**11B-708.4.2 Residential Dwelling Unit Interface**

The residential dwelling unit system interface shall include a telephone jack capable of supporting voice and TTY communication with the common use or public use system interface.

California Building Code 2022 (Redacted)

**11B-230.1 General**

Where a two-way communication system is provided to gain admittance to a building or facility or to restricted areas within a building or facility, the system shall comply with Section 11B-708.

## **11B-708 Two Way Communications**

### **11B-708.1 General**

Two-way communication systems shall comply with Section 11B-708.

### **11B-708.2 Audible and Visual Indicators**

The system shall provide both audible and visual signals.

### **11B-708.4 Residential Dwelling Unit Communication Systems**

Communications systems between a residential dwelling unit and a site, building or floor entrance shall comply with *Section 11B-708.4*.

#### **11B-708.4.1 Common Use or Public Use System Interface**

The common use or public use system interface shall include the capability of supporting voice and TTY communication with the residential dwelling unit interface.

#### **11B-708.4.2 Residential Dwelling Unit Interface**

The residential dwelling unit system interface shall include a telephone jack capable of supporting voice and TTY communication with the common use or public use system interface.

### **INFORMATION BULLETIN / PUBLIC - ZONING CODE REFERENCE NO.: L.A.M.C.**

#### **12.21A5 E.. TANDEM PARKING STALLS**

1. Tandem parking stalls are permitted in public garages and public parking areas providing an attendant. A "Covenant and Agreement to Provide Parking Attendant" will be required.
2. Tandem stalls are permitted in private parking garages and private parking areas provided:
  - a. At least one parking stall per dwelling unit and all stalls required for any guest parking shall be individually and easily accessible.
  - b. At least one standard stall per dwelling unit shall be provided.

This complaint is being forwarded to the property owner. This complaint will be posted to the worldwide web.

There remains a non-operating vehicle in parking stall #4. Please cite the owner.

The owner was cited by code inspectors to repair or replace the Artolier intercom system in my unit. The compliance deadline was November 5, 2025. The Artolier unit has not been repaired or replaced and is still not operating at all.

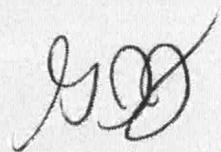
There is still trash and debris on the property behind the trash dumpster.

By law, the owner must supply an interface or indoor monitor for each unit. The law does not require the tenant such as myself to supply the interface, or indoor monitor

(device or Wifi) nor does the rent agreement require me to supply the interface or under monitor. For example, my WiFi address and cell phone are my personal property for my use, not for the use of the property owner or the city of Los Angeles government.

The exhaust hose for the dryer system at the rear of the property creates a health and safety hazard. The hose needs to be rerouted to avoid the pathway of the tenants and guests because toxic fumes are exiting the dryer.

1. Tandem parking shall be limited to a maximum of two cars in depth, in a private garage or private parking area, except for additional parking required in accordance with Section 12.21A17(h) or 12.21C10(g)(4).
  2. When determining access aisle widths for tandem parking having both standard and compact stalls in tandem, the aisle widths for standard stalls shall be used. (Nov 11, 2025 from Geary J. Johnson)
- ( 1827 WORDS).

A handwritten signature in black ink, appearing to read "JJ".

An ordinance adding Article 5.3 to the Los Angeles Municipal Code to establish an Anti-Harassment of Tenants Ordinance, adding Section 151.33 to incorporate these protections in the Rent Stabilization Ordinance, and amending Section 151.10(B) relating to penalties.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 5.3 is added to Chapter IV of the Los Angeles Municipal Code to read as follows:

**ARTICLE 5.3**

**TENANT ANTI-HARASSMENT ORDINANCE**

**SEC. 45.30. FINDINGS.**

The City of Los Angeles has an extreme shortage of affordable rental housing.

Housing advocates report that some unscrupulous landlords have been constructively evicting long-term tenants by engaging in harassing conduct in order to coerce vacancies, and thereby charge higher market rate rents.

In 2018, the Housing and Community Investment Department investigated approximately 10,000 tenant complaints of harassment in rent stabilized units concerning illegal rent increases, illegal evictions, failure to post required notifications, non-registration of rental units, illegal tenant buy-out agreements, and denial of relocation assistance.

Other harassing conduct used by residential landlords to cause unlawful evictions include reducing housing services, issuing eviction notices based upon false grounds, and refusing to complete repairs required by law. Habitability and other tenant complaints are often not raised with landlords nor with City inspectors for fear of retaliation.

Tenants living in rental units are especially vulnerable to landlord harassment due to the shortage of other available affordable rental housing and lack of accessible remedies.

Harassment of tenants is severely impacting the City's most marginalized community members who deserve rental housing stability and security. Now more than ever, the City needs to adopt civil and criminal remedies to address these unlawful harassment practices to help tenants achieve meaningful remedies to deter this bad conduct and to make tenants harmed by such conduct whole.

### **SEC. 45.31. DECLARATION OF PURPOSE.**

The Tenant Anti-Harassment Ordinance provided in this article augments existing protections provided to residential tenants under state, federal, and local laws to prohibit and deter tenant harassment by landlords in all rental units, including single-family residences and condominiums. This Ordinance provides an aggrieved tenant with a private right of action and affirmative defense in eviction, ejectment, and other actions. The Ordinance also makes violations a criminal offense.

### **SEC. 45.32. DEFINITIONS.**

The following words and phrases, whenever used in this article, shall be construed as defined in this section. Words and phrases not defined herein shall be construed as defined in Sections 12.03 and 151.02 of this Code, if defined therein.

**Department.** "Department" refers to the Housing and Community Investment Department and any successor entity.

**Landlord.** "Landlord" refers to any owner, lessor, sublessor, manager, and/or person, including any firm, corporation, partnership, or other entity, having any legal or equitable right of ownership or possession or the right to lease or receive rent for the use and occupancy of a rental unit, and whether acting as principal or through an agent or representative or successor of any of the foregoing.

**Rent Adjustment Commission.** "Rent Adjustment Commission" refers to the Rent Adjustment Commission of the City of Los Angeles as defined in Chapter XV of this Code.

**Rental Unit.** "Rental Unit" refers to all dwelling units, efficiency dwelling units, guest rooms, and suites, as defined in Section 12.03 of this Code, all housing accommodations as defined in Government Code Section 12927, all duplexes, condominiums and single-family homes in the City of Los Angeles, rented or offered for rent for living, dwelling and/or human habitation purposes, the land and buildings appurtenant thereto, and all housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities. This term shall also include mobile homes, whether rent is paid for the mobile home and the land upon which the mobile home is located, or rent is paid for the land alone. Further, it shall include recreational vehicles, as defined in California Civil Code Section 799.29, if located in a mobile home park or recreational vehicle park, whether rent is paid for the recreational vehicle and the land upon which it is located, or rent is paid for the land alone.

**Tenant.** "Tenant" refers to any tenant, subtenant, lessee, sublessee, or any other person entitled to use or occupy a rental unit within the City of Los Angeles.

### **SEC. 45.33. TENANT HARASSMENT.**

Tenant Harassment shall be defined as a landlord's knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose, including, but not limited to, the following actions:

1. Reducing or eliminating housing services required by a lease, contract or law, including the elimination of parking if provided in the tenant's lease or contract except when necessary to comply with a court order or local or state law, or to create an accessory dwelling unit or additional housing.
2. Failing to perform and timely complete necessary repairs and maintenance required by Federal, State, County, or local housing, health, or safety laws; or failure to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts.
3. Abuse of the right of access into a rental unit as established and limited by California Civil Code Section 1954, including entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection.
4. Threatening a tenant, by word or gesture, with physical harm.
5. Attempting to coerce the tenant to vacate with offer(s) of payments.
6. Misrepresenting to a tenant that the tenant is required to vacate a rental unit or enticing a tenant to vacate a rental unit through an intentional misrepresentation or the concealment or omission of a material fact.
7. Threatening or taking action to terminate any tenancy including service of any notice to quit or other eviction notice or bringing action to recover possession of a rental unit based on facts which the landlord has no reasonable cause to believe to be true. No landlord shall be liable under this subsection for bringing an action to recover possession of a rental unit unless and until the tenant has obtained a favorable termination of that action.
8. Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy.
9. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties or applicable law.
10. Inquiring as to the immigration or citizenship status of a tenant, prospective additional tenant, occupant, or prospective additional occupant of a

rental unit, or requiring any of these people to make any statement, representation, or certification concerning their immigration or citizenship status.

11. Disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of a tenant, whether in retaliation for engaging in legally protected activities or to influence them to vacate or for any other reason.

12. Disclosing or threatening to disclose information about a tenant to any government entity for engaging in legally protected activities or to influence them to vacate.

13. Engaging in an activity prohibited by federal, state, or local housing anti-discrimination laws.

14. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations and unions.

15. Interfering with a tenant's right to privacy or requesting information that violates a tenant's right to privacy, including, but not limited to, residency or citizenship status or social security number, except as authorized by law.

16. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.

#### **SEC. 45.34. AFFIRMATIVE DEFENSE.**

A tenant may use the protections afforded in this article as an affirmative defense in unlawful detainer, ejectment, and other actions when their landlord engages in actions constituting tenant harassment as defined in this article and other applicable laws.

#### **SEC. 45.35. PRIVATE RIGHT OF ACTION; CIVIL PENALTIES.**

A. An aggrieved tenant under this article, or any person, organization, or entity who will fairly and adequately represent the interests of an aggrieved tenant(s) under this article, may institute civil proceedings as provided by law, against 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, regardless of whether the rental unit remains occupied or has been vacated due to harassment.

B. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, reasonable attorney's fees and costs, imposition of civil penalties up to \$10,000 per violation

depending upon the severity of the violation, tenant relocation, and other appropriate relief, as adjudged by the court.

C. If a tenant prevailing under this article is older than 65 years or disabled when any of the harassing conduct occurred, the court may impose additional civil penalties up to \$5,000 per violation depending upon the severity of the violation.

D. 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.

E. The remedies in this paragraph are not exclusive nor do they preclude any tenant from seeking any other remedies, penalties and punitive damages, as provided by law.

F. **Landlord Notice.** A civil proceeding or small claims case initiated under this article alleging any violation of Section 45.33 (2) may be commenced only after the tenant provides written notice to the landlord of the alleged violation, and the landlord fails to remedy the repair or maintenance issue within a reasonable period of time.

#### **SEC. 45.36. CRIMINAL PROSECUTION.**

A. A violation of any provision of this article is punishable as an infraction or misdemeanor.

B. A misdemeanor conviction under this article shall be punished by a fine of not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

C. It shall be a misdemeanor to attempt to interfere with the peaceful enjoyment, use, possession or occupancy of any premises by the lawful lessee or tenant of such premises either by threat, fraud, intimidation, coercion, duress, or by the maintenance or toleration of a public nuisance, or by cutting off heat, light, water, fuel or free communication by anyone by mail, telephone or otherwise, or by restricting trade or tradesmen from or to any such tenant. This subsection shall not apply to a duly authorized officer pursuant to the authority of legal process.

#### **SEC. 45.37. RENT ADJUSTMENT PENALTY.**

A. Any rental unit subject to the Rent Stabilization Ordinance of the City of Los Angeles which becomes vacant as a result of a violation of any provision of this article shall only be permitted to be rented at the lawful rent in effect at the time of the most recent termination of tenancy.

### **SEC. 45.38. RENT ADJUSTMENT COMMISSION AUTHORITY.**

A. The Rent Adjustment Commission shall have the authority to interpret, implement, and apply all provisions of this article and issue orders and promulgate policies, rules, and regulations to effectuate the purposes of this article. All such rules and regulations shall be published once in a daily newspaper of general circulation in the City of Los Angeles, and shall take effect upon such publication.

B. The Rent Adjustment Commission may make studies and investigations, conduct hearings, and obtain information as it deems necessary to promulgate, administer and enforce any regulation, rule, or order adopted pursuant to this article.

### **SEC. 45.39. LAWFUL EVICTIONS.**

Nothing in this article shall be construed as preventing lawful evictions of a tenant by appropriate legal means.

### **SEC. 45.40. SEVERABILITY.**

If any provision of this article is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this article which can be implemented without the invalid provisions, and to this end, the provisions of this article are declared to be severable. The City Council hereby declares that it would have adopted this article and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

Sec. 2. The first paragraph of Subsection B of Section 151.10 of Article 1, Chapter XV of the Los Angeles Municipal Code is amended to read as follows:

B. Any person violating any of the provisions, or failing to comply with any of the requirements, of this chapter shall be guilty of a misdemeanor.

Sec. 3. Section 151.33 is added to Article 1, Chapter XV of the Los Angeles Municipal Code to read as follows:

### **SEC. 151.33. TENANT ANTI-HARASSMENT.**

Tenants in all RSO rental units are protected from harassment as provided in Article 5.3 of Chapter IV of the Los Angeles Municipal Code. In addition to the prohibited conduct listed in Section 45.33 of this Code, tenant harassment includes offering payments to a tenant to vacate their unit without providing written notice to the tenant of their rights under Section 151.31 of this Code (Tenant Buyout Notification Program), using the form prescribed by the Department. However, this shall not prohibit offers made in pending unlawful detainer actions.

Sec. 4. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By

  
DEBORAH BREITHAUP  
Deputy City Attorney

Date

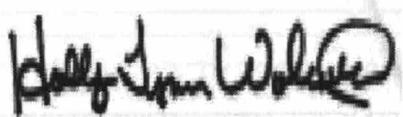
6/10/21

File No. 14-0268-S13

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The Clerk of the City of Los Angeles  
hereby certifies that the foregoing  
ordinance was passed by the Council  
of the City of Los Angeles.

CITY CLERK



Ordinance Passed June 23, 2021

MAYOR



Approved 06/28/2021

Publish Date: 07-06-21  
Ordinance Effective Date: 08-06-21

*Exh. 35 of 35* PAGE 77

COPY

## 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 August 26, 2025, I served the within

CASE 25STSC03297

## **EXCHANGE AND SUBMISSION OF EVIDENCE (SMALL CLAIMS) WITH EXHIBITS 1-17**

on the below listed in said action:

VIA FIRST CLASS PRIORITY MAIL #9405 5118 9956 0605 1954 39

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:

BRENT PARSONS  
AGENT FOR HI POINT 1522 LLC  
8885 VENICE BLVD #205  
LOS ANGELES CA 90034

I declare under penalty of perjury under the laws of United States of America that the foregoing is true and correct.

Executed on AUGUST 26, 2025 at Los Angeles California.

Ein Befehl

ERIC BECKWITH

COPY

## 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 OCTOBER 15, 2025, I served the within

CASE 25STSC03297

**EXCHANGE AND SUBMISSION OF EVIDENCE (SMALL CLAIMS)  
WITH EXHIBITS 18-25**

on the below listed in said action:

VIA FIRST CLASS PRIORITY MAIL # 9405 5118 9956 1942 7410 75

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:

THOMAS KHAMMAR  
AGENT FOR HI POINT 1522 LLC  
8885 VENICE BLVD #205  
LOS ANGELES CA 90034

I declare under penalty of perjury under the laws of United States of America that the foregoing is true and correct.

Executed on OCTOBER 15, 2025 at Los Angeles California.

ERIC BECKWITH

## 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 NOVEMBER 25, 2025, I served the within

CASE 25STSC03297

## **EXCHANGE AND SUBMISSION OF EVIDENCE (SMALL CLAIMS) WITH EXHIBITS 26-35**

on the below listed in said action:

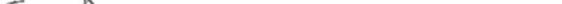
VIA FIRST CLASS PRIORITY MAIL # 9405 5118 9956 1977 1949 38

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:

THOMAS KHAMMAR  
AGENT FOR HI POINT 1522 LLC  
8885 VENICE BLVD #205  
LOS ANGELES CA 90034

I declare under penalty of perjury under the laws of United States of America that the foregoing is true and correct.

Executed on NOVEMBER 25, 2025 at Los Angeles California.



ERIC BECKWITH

PROOF OF SERVICE EXHIBITS TO HI POINT 1522 LLC- CASE 25STSC03297