

June 11, 2026

RE: Request for Owner-Provided Residential Dwelling Unit Intercom Interface and Reasonable Accommodation

Dear Property Owner Hi Point 1522 LLC, et al:

This letter concerns the building entry intercom system and the owner's position that I must purchase an indoor monitor/interface or use my personal smartphone in order to access the building's replacement Wi-Fi-based intercom system.

1. The tenancy included an owner-provided in-unit intercom station.
2. The owner removed that functionality.
3. The owner now demands that the tenant purchase equipment or use personal technology to restore the same functionality.
4. The lease contains no such obligation.
5. Accessibility provisions contemplate a dwelling-unit interface connected to the common-use entry system.
6. Because of the tenant's disability, an owner-provided in-unit interface is also a reasonable accommodation.

Historically, the building's entry communication system consisted of two components: (1) an exterior entry panel located at the building entrance and (2) an interior dwelling-unit station located inside my apartment. The interior unit station allowed communication with visitors and operation of the building entry system. The cost of the interior station was not charged separately to tenants and was provided as part of the housing services associated with the tenancy.

The owner has replaced the prior system with a Wi-Fi-based intercom system. However, no residential dwelling-unit monitor or interface has been provided within my unit. Instead, I have been informed that I must either purchase an indoor monitor at my own expense or rely upon a smartphone application to access and operate the system.

I respectfully disagree with the position that I am responsible for purchasing equipment necessary to access and use the building's entry communication system.

The intercom system is a building-provided housing service. Although the owner may modernize, upgrade, repair, or replace the system, replacement of the system should not result in shifting the cost of the dwelling-unit interface from the owner to the tenant. My rental agreement does not require me to purchase an indoor monitor, maintain a smartphone, maintain internet service, download proprietary applications, or provide personal equipment in order to use a housing service previously supplied by the owner.

In addition, California accessibility provisions governing communication systems contemplate both a common-use entry interface and a residential dwelling-unit interface capable of communicating with that system. While I understand there may be differing interpretations regarding the precise technical means of compliance, the accessibility regulations recognize the existence of a residential dwelling-unit interface associated with the dwelling unit.

The need for an owner-provided dwelling-unit interface is also related to my disability and my previously submitted requests for reasonable accommodation. Due to my disability, I require the ability to communicate with visitors and control building entry from within my dwelling unit through an accessible and reliable interface that is part of the building's communication system. Requiring me to purchase personal equipment, maintain a compatible smartphone, rely upon proprietary software applications, or otherwise provide my own technology does not provide an equivalent level of access to the housing service previously supplied by the owner.

The prior intercom system included an in-unit communication device supplied and maintained by the owner. The removal of that device and the failure to provide a replacement dwelling-unit interface has reduced my ability to independently and effectively use the building's entry communication system from within my apartment.

As a reasonable accommodation, I request that the owner provide, install, maintain, and pay for a functional residential dwelling-unit interface,

including any necessary monitor, station, receiver, or similar device required for communication with visitors and operation of the building entry system from within my dwelling unit.

As previously explained, the availability of a smartphone application is not an adequate substitute for an owner-provided dwelling-unit interface. A smartphone is personal property, is not part of the rental premises, may not always be available or operational, and is not required by the rental agreement as a condition of accessing building-provided housing services.

The manufacturer's design and documentation demonstrate that the E16 system is intended to support dedicated residential indoor monitors as a standard component of the intercom system. The availability of a smartphone application does not convert the indoor monitor into a tenant responsibility nor establish that a resident-owned smartphone is an equivalent substitute for an owner-provided dwelling-unit interface.

Manufacturer documentation describes the E16 as part of an intercom system capable of communicating with dedicated residential indoor monitors that provide audio communication, video monitoring, and door-release functions. The manufacturer separately offers numerous compatible indoor monitor devices as standard components of its residential intercom systems. The existence of a smartphone application does not eliminate the role of the dwelling-unit interface; rather, the application is merely one optional method of communication. The owner's decision to install an Akuvox E16 system does not transfer responsibility to tenants to purchase the residential interface necessary to utilize the building's entry communication system.

The lease does not require ownership of a smartphone.

The lease does not require maintaining internet service.

The lease does not require downloading proprietary applications.

The lease does not require tenants to purchase hardware in order to use building-

provided access-control systems.

The landlord cannot assume every resident possesses compatible technology.

The building provided a front-entry intercom system.

The building provided an indoor unit station/interface inside the apartment.

Tenants paid no separate fee for the indoor station.

The landlord replaced the system with a Wi-Fi-based system.

The replacement system cannot be fully used from inside the unit unless the tenant

purchases an indoor monitor or uses a personal smartphone.

The landlord previously supplied a complete building-entry communication system consisting of an exterior entry panel and an interior dwelling-unit station. The landlord may modernize or replace the system, but may not shift the cost of the dwelling-unit interface onto the tenant or require the tenant to purchase personal equipment in order to receive substantially equivalent access to the building entry system.

The building's entry intercom system has historically consisted of both an exterior entry panel and an interior dwelling-unit interface supplied by the owner as part of the rental housing service. The owner's replacement of the system does not authorize shifting the cost of the dwelling-unit interface to the tenant or requiring the tenant to purchase and maintain personal equipment, such as a smartphone, internet service, or proprietary application, in order to access a housing service previously provided by the owner. Furthermore, California accessibility provisions governing communication systems contemplate both a common-use system interface and a residential dwelling-unit interface.

I maintain therefore that the owner remains responsible for providing a functional dwelling-unit interface connected to the building entry system and may not require the tenant to purchase that interface separately.

I therefore request written confirmation within fifteen (15) days that the owner will provide and install an owner-funded residential dwelling-unit interface compatible with the building's intercom system.

This request is made as both a request for restoration of a housing service previously provided as part of the tenancy and a request for reasonable

accommodation under applicable fair housing and disability laws. Nothing in this letter shall be construed as a waiver of any rights or remedies available under landlord-tenant, accessibility, fair housing, disability, or other applicable laws.

Sincerely,

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References

CBC and Los Angeles Building Code sections. CBC 11A and 11B. CBC section 1102A.3.CBC section 11B-202.