

What's Wrong at 1522 Hi Point Street, Los Angeles?

Tenants Raises Questions About Housing Services, Parking, Accessibility, and Building Conditions

For more than a decade, Tenants at 1522 Hi Point Street have raised questions about parking, accessibility, utility charges, intercom service, and building maintenance. The following questions summarize issues raised by Tenants regarding management practices and enforcement of Tenants protections.

Q&A: Civil Rights and Equal Housing

Q: How long have allegations of unequal treatment affecting Black Tenants been raised at this property?

A: According to the Tenants, concerns involving unequal treatment and denial of full and equal housing services have been raised repeatedly since approximately 2014, spanning about 12 years.

Q: How frequently have discrimination complaints been made?

A: The Blackman alleges that complaints involving potential violations of California's Unruh Civil Rights Act have occurred regularly since 2014, in some periods as often as several times per month.

Parking Questions

Q: Are parking spaces really unavailable?

Blackman disputes management's claim that no parking spaces are available for reassignment.

According to the BlackMan:

- Units 1, 3, 5, and 16 reportedly do not have vehicles.
- Several parking stalls, including Stalls 4, 6, and 10, are allegedly vacant.
- Tandem stalls 13, 14, and 15 reportedly provide additional unused parking capacity.

The BlackMan estimates that parking for approximately nine vehicles may be available despite repeated statements that the Owner says no parking assignments can be changed. So why does the designated owner Thomas Khammar and Ben Renkainen claim there are no available parking stalls? Does the owner think tenants are stupid?

Q: Why are requested parking accommodations denied?

The BlackMan states that requests for different parking assignments, including

disability-related accommodations, have been denied on the grounds that:

- no stalls are available; and
- changing assignments would be too expensive.
- BlackMan asks how many tenants are being charged \$150 for parking without being told other tenants were told \$50 or parking is included in the rent?

Bundled Housing Services

Title: Is Unbundling Allowed in Los Angeles RSO Buildings?

The Tenants argue that rent-controlled (RSO) housing traditionally includes bundled housing services, including:

- parking,
- utilities,
- intercom service,
- common-area lighting,
- building access systems,
- other housing services.

The Tenants contends that changing these services after tenancy begins may violate California and Los Angeles rent stabilization protections.

Q: What does Costa-Hawkins actually permit?

According to the Tenants's interpretation:

Costa-Hawkins allows landlords to establish rent for a new tenancy after vacancy but does **not** authorize removing or separately charging for housing services that were previously included with the rental unit. Read the law.

Q: What is "rent"?

The Tenants points to Los Angeles Rent Stabilization provisions that define rent and (define housing services) includes:

- housing services,
- utilities,
- parking,
- maintenance,
- facilities,
- privileges,
- and other benefits connected with occupancy.
- Ord. 187737, p. 3, Los Angeles.

Utility Billing Questions

Q: Are RUBS charges mandatory?

The Tenants argues they are not.

The Blackman references a Los Angeles City Council housing department document (December 2025) stating landlords have several **options**, including:

- keeping utilities bundled;
- billing separately; or

- using RUBS.

The Tenants argues that because the City describes these as “options” rather than legal requirements, there is no law requiring Tenants in older RSO properties to accept utility unbundling.

Before you signed your rent agreement, did the owner or HUD or section 8 tell you that there is no law allowing the owner to unbundle the utilities and parking?

Q: Does newer state law require parking to be unbundled?

The Tenants notes that California legislation affecting parking unbundling applies to certain newer residential developments beginning in 2025 and argues that those provisions do not automatically apply to older rent-controlled apartment buildings.

Intercom Questions

Q: Does the lease require Tenants to use their own cellphone and Wi-Fi?

The Tenant asks:

- Does the lease require personal cellphone service?
- Does the lease require Tenants to purchase Wi-Fi?
- Does the landlord pay for those services?
- Were Tenants informed they could decline using their personal devices?

- Were Tenants advised of any privacy implications?
- Does the owner pay your cell phone bill?
- Isn't the owner obligated by the building code to supply each unit an intercom indoor monitor/interface?
- Why is the City not enforcing tenant rights to disability accessible housing services?
- Why is the owner allowed to cheat tenants out of their rent money?

The Tenants argue that requiring personal technology to operate a landlord-provided intercom illegally transfers operating costs from the property owner to Tenants.

Building Safety

Title: Unsafe Conditions?

The Tenants questions whether:

- Unit 8 was demolished without permits;
- inspections occurred before re-occupancy; and
- work complied with applicable building codes.

The Tenants believes these issues warrant additional investigation by city authorities.

Property Maintenance

Q: What about the parking gate?

The Tenants states the parking gate has experienced repeated failures over many years and argues that recurring equipment failures may reflect broader maintenance concerns affecting the property. **The practice is that of a slumlord.**

Full and Equal Housing Services

Q: Are all Tenants receiving the same housing services?

The Tenants alleges differences among units, including:

- some Tenants receive air conditioning while others do not;
- some pay utility charges while others do not;
- some Tenants allegedly subsidize common-area electricity and lighting used by all residents.

The Tenants argues these differences raise questions about whether Tenants receive "full and equal" housing services.

Employment Corner

Remote Job Openings

- Remote Medical Room Monitor
- Virtual Patient Monitoring Technician

- Remote Patient Observer
- Telehealth Monitoring Assistant

Questions for Property Management

BlackMan says the following questions remain unanswered:

- Why are accessible parking requests repeatedly denied?
- Why are vacant parking spaces allegedly unavailable for reassignment?
- Why is a monthly parking fee discussed if applications are reportedly unavailable?
- Why are Tenants expected to use personal property phones and Wi-Fi for building entry systems?
- Were Tenants informed of their rights before changes to housing services were implemented?
- Were all required permits and inspections completed for recent construction work?
- Isn't a monthly parking fee discriminatory?
- What is the reason the owner is lying about the housing services?

See city Request 26-12147 - NextRequest - Modern FOIA & Public Records Request Software.

Link to City documents. https://cityclerk.lacity.org/online/docs/2026/26-0785_PC_M_06-09-2026.pdf

26-0785 CIVIL RIGHTS, EQUITY, IMMIGRATION, AGING, AND DISABILITY COMMITTEE REPORT relative to the appointment of Abigail Marquez as permanent General Manager of the Community Investment Department. THIS MATTER IS OPPOSED due to the City government's abuse of federal funds, evidenced by lack of enforcement of accessibility building codes, and housing discrimination against Black, Latino, and disabled tenants.

started years 2014-2023-2026. The designated owner is Thomas Khammar and Power Property Management Inc. Yes, the owner has been accused of being a racist many times based on the provisions of the state California Unruh Act (personal individual rights). One Judge agreed that the property owner (and agents) is a racist. (SMALL CLAIMS CASE NO: 21STSC04574). This property owner grosses about \$37,000 in rents per month from this property. Also, city Los Angeles housing department letters (2025) indicate there is no law that allows the landlord to unbundle utilities and the parking from the rent payment.

Continuing Questions

Revised 7/30/2026

The Tenants argues that these issues involve broader questions concerning:

- accessibility,
- housing discrimination,
- rent stabilization,
- bundled housing services,
- utility billing,
- parking rights,
- property maintenance,
- and enforcement of California Tenants protections.

Notes: The dispute involves tenant(s) who have requested housing services accessible intercom in unit interface monitor, accessible tandem parking stall, accessible wheelchair height door viewer so tenants can see each end of hallway. The owner refuses to provide the requested housing services, dispute

Redacted

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

Case No.: **23STCP00644**

REPLY BRIEF IN SUPPORT OF
OPENING BRIEF
(CCP § 1085) (CCP 1084-1097)

City of Los Angeles,
Respondent,
Hi Point 1522 LLC,
Real Party in Interest

Trial Date: June 25, 2024
Time: 9:30 a.m.
Dept.: 85

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

PETITIONER

GEARY J. JOHNSON

- 1 6. Only the petitioner and roommate have provided witness statements under penalty
2 of perjury regarding the intercom and tandem parking. (AR 284-285. AR 308-311.
3 AR 1650.)
4
- 5 7. The Respondent, City of Los Angeles, fights to deny full and equal housing services
6 to the Petitioner, creating a conflict with the City laws and legal obligations.
7
- 8 8. During the pendency of this action, petitioner continues to be a tenant tortured by
9 the denial of the services requested. Petitioner continues to be denied peaceful
10 enjoyment of the premises. (AR 676).
11
- 12 9. There are a total of 18 one bedroom units in the Petitioner's building.
13
- 14 10. Housing services at the petitioner's premises are "including, but not limited to the
15 furniture, furnishings, fixtures, appliances, and equipment provided by the owner
16 and set out in section M, windows, doors, plumbing and electrical facilities, hot
17 and cold water supply, building grounds and appurtenances." Rental agreement
18 2010 (and current). (AR 172-178). The meaning of APPURTENANCE is accessory
19 objects.
20
- 21 11. "Housing services are services that are connected with the use or occupancy of a
22 rental unit including, but not limited to, utilities (including light, heat, water and
23 telephone), ordinary repairs or replacement, and maintenance including painting.
24 The term also includes the provision of elevator service, laundry facilities and
25 privileges, common recreational facilities, janitor service, resident manager, refuse
26 removal, furnishings, food service, parking and any other benefits, privileges or
27
28

1 facilities. (LAMC Sec. 151.02, Definition of Housing Services).” (emphasis added).
2 (AR 717, AR 717-720).

- 3
4 12. Petitioner is a tenant who is Ham-Jew-DNA-Kushite/Black male American, aged
5 over 45, with disabilities, entitled to all privileges and rights under the State Unruh
6 Act, CC 51,52 as well as City housing ordinances. The Unruh Act states in part,
7 “All persons within the jurisdiction of this state are free and equal, and no matter
8 what their sex, race, color, religion, ancestry, national origin, disability, medical
9 condition, genetic information, marital status, sexual orientation, citizenship,
10 primary language, or immigration status are entitled to the full and equal
11 accommodations, advantages, facilities, privileges, or services in all business
12 establishments of every kind whatsoever.”
13
14 13. Petitioner is a “person” defined under the CC 51, 52, and a person that the act is
15 intended to protect. (AR2183-2190. AR 2184. AR 2185. AR2191-2198).
16
17 14. An individual does not need to identify as a member of a class or a group to be
18 entitled to equal protection. For the purposes of equal protection clause analysis, a
19 class can consist of a single member. This “class of one” doctrine protects
20 individuals from wholly arbitrary acts of state governments.
21
22 15. 42 U.S. Code § 2000a (a) EQUAL ACCESS “All persons shall be entitled to the full
23 and equal enjoyment of the goods, services, facilities, privileges, advantages, and
24 accommodations of any place of public accommodation, as defined in this section,
25 without discrimination or segregation on the ground of race, color, religion, or
26 national origin.”
27
28

- 1 16. 42 USC 1981 states: (a)Statement of equal rights. All persons within the
2 jurisdiction of the United States shall have the same right in every State and
3 Territory to make and enforce contracts, to sue, be parties, give evidence, and to
4 the full and equal benefit of all laws and proceedings for the security of persons
5 and property as is enjoyed by white citizens, and shall be subject to like
6 punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no
7 other. (b)“Make and enforce contracts” defined. For purposes of this section, the
8 term “**make and enforce contracts**” includes the making, performance,
9 modification, and termination of contracts, and the enjoyment of all benefits,
10 privileges, terms, and conditions of the contractual relationship. (c)Protection
11 against impairment. The rights protected by this section are protected against
12 impairment by nongovernmental discrimination and impairment under color of
13 State law.”
14
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18 17. The preponderance of the evidence is that Petitioner, as a tenant, is entitled to
19 maintenance, maintenance of the intercom and tandem parking, entitled to a
20 working intercom in his unit, and entitled to a tandem parking stall.
21
22 18. The owner of the property, as well as the City of Los Angeles ordinances, have
23 indicated Petitioner is entitled to maintenance, entitled to a working intercom in
24 his unit, and entitled to a tandem parking stall.
25
26 19. Nevertheless, as of the date of this writing, the City and the Owner have made no
27 indication as to what date Petitioner will be provided with the requested housing
28 services.

- 1 20. The Court is being asked to reverse the decisions of the City RSO, on the grounds
2 that doing so would be in compliance with the intent of the City laws and owner
3 obligations to assure that Petitioner is provided with the housing services
4 requested.
5
- 6 21. Jimmie Grimaldi's Mom lives in unit #4. His Mom is white. She gets a tandem
7 parking stall and working intercom upon inception of tenancy in year September
8 2022. (Her name has been changed for this narrative). Jimmie Grimaldi's Mom
9 does not have to wait nine years for housing services, like the Petitioner is waiting.
10 In a similar scenario, a few years back, a white female tenant asked for her single
11 parking stall to be lengthened into a tandem parking stall and the request was
12 granted. Petitioner's requests for equal treatment were denied.
13
- 14 22. Assigned tandem parking is included in the rental agreement under "parking".
15 Tandem parking is proven as "available" at the inception of tenancy of petitioner
16 based on the COO for the building which dates back to 1973. Pictures supplied by
17 Petitioner prove tandem parking as available in 2010 at subject address. The 2014
18 "change in terms of tenancy" by owner admits to the availability of tandem
19 parking, and signed by the Petitioner in 2021. Petitioner continues to be first come
20 first served, and continues to pay the \$50.00 per month included in rent, for the
21 tandem parking, but has not received the tandem parking stall.
22
- 23 23. As told to the owner and city, continuing obligations and ongoing harm, the
24 intercom in Petitioner unit continues to be non-functioning while fifteen other
25 tenants have working intercoms in their unit (as of April 2023). Additionally,
26
27
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