



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Housing & Tenant Protections

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STATEMENT OF PROCEEDINGS FOR THE REGULAR MEETING OF THE LOS ANGELES COUNTY RENTAL HOUSING OVERSIGHT COMMISSION

East Los Angeles Community Service Center
133 N. Sunol Drive, Room #242, Los Angeles, CA 90063

<https://dcba.lacounty.gov/rental-housing-oversight-commission/>

Monday, April 29, 2024

12:30 PM

Present: Chair KeAndra Cylear-Dodds, Vice Chair Ani Papirian, Commissioner Odest T. Riley Jr., Commissioner Clint Patterson, and Commissioner Pamela Agustin Anguiano

Video Link for the Entire Meeting: [RHOC_04292024 \(vimeo.com\)](https://vimeo.com/RHOC_04292024)

Call to Order, Land Acknowledgement, and Roll Call of the April 29, 2024, Rental Housing Oversight Commission Meeting.

Chair Commissioner KeAndra Cylear-Dodds called to order this regular meeting at 12:37p.m. and read aloud the land acknowledgement followed by a Roll Call.

I. GENERAL PUBLIC COMMENT

1. Opportunity for members of the public to address the Commission on items of interest that are within the jurisdiction of the Commission.
No members of the public were present.

II. ADMINISTRATIVE MATTERS

2. Review and take appropriate action on the Rental Housing Oversight Commission drafted regular meeting minutes of January 8, 2024.

On motion of Commissioner Odest T. Riley, Jr., seconded by Commissioner Pamela Agustin-Anguiano, this item was approved with the following vote:

Ayes: 4- Chair KeAndra Cylear-Dodds, Commissioner Pamela Agustin-Anguiano, Commissioner Odest T. Riley Jr., and Commissioner Clint Patterson.

Abstain: 1- Vice Chair Ani Papirian





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III. PUBLIC HEARING I

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3. Appeal Hearing and possible action for case number **RSQ22-01810** for subject property located at **10212 South Wilton Place, Los Angeles, CA 90047**.

Mary Safaryan, Commission staff, reported that the Department of Consumer and Business Affairs (DCBA) was present. Attorney, MaryEtta Marks, and Property Manager, Lance McNeil, were both present representing Vincent Mouton, the Property Owner. The Respondent, Kimley Louie, participated in the hearing remotely.

George Cerda, DCBA Enforcement Program Staff, provided a self-introduction along with a summary of the department's findings to the Commission utilizing a PowerPoint Presentation. George Cerda, DCBA, noted that the subject property is in the unincorporated Los Angeles County, is a duplex that has an effective occupancy year of 1947, and is a fully covered unit subject to the County's Rent Stabilization and Tenant Protections Ordinance (RSTPO). The case being heard before the Commission concerns the appellant's request to overturn DCBA's decision on unpermitted rent increases under the RSTPO Section 8.52.050 and COVID-19 Tenant Protections Resolution (Rent Freeze).

George Cerda, DCBA, reported that Kimley Louie, Respondent, entered into a 2-year lease agreement on January 31, 2020, with a base rent of \$2,100.00 per month, a security deposit of \$2,200.00, plus an additional \$2,100.00 held for last month's rent. On December 1, 2021, 60-days prior to the expiration of her lease and during the protected period of Covid-19 Resolution (Rent Freeze), Kimley Louie received an offer of a one-year lease extension that included a \$100.00 rent increase raising monthly rent to \$2,200.00, which was in violation of the Covid-19 Rent Freeze. In addition to this offer, there was a 2-page attachment making the tenant aware of the Los Angeles County's Rent Stabilization and Tenant Protections Ordinance (RSTPO) and furthermore ensuring that the Appellant was aware of the Just-Cause eviction protections that regulated Kimley Louie's unit. However, Kimley Louie declines by phone and in writing this commitment of lease renewal and counteroffers to pay \$2,200.00 on a month-to-month basis while she looks for a new residence. In response to this counteroffer, on January 1, 2022, Lance McNeil issues a 30-day Notice of Termination to coincide with the end of her 2-year term and returns rent for January 2022.

In further discussion, George Cerda, DCBA, stated that Lance McNeil failed to state a reliable Just-Cause eviction reason and failed to provide DCBA with a copy of the 30-day Notice and Proof of Service upon the tenant as required by the RSTPO. Consequently, DCBA provided a list of violations of the RSTPO and/or





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Resolution:

1. Section 8.52.045(B) Base Rent
2. Section 8.52.050(B) Permitted Rent Increases
3. Section 8.52.050(L) Additional Occupants
4. Section 8.52.055(B) Security Deposit
5. Section 8.52.080(A) Annual Registration
6. Covid-19 Resolution Prohibition on No-Fault Terminations (Section 6.2 Revised Guidelines to Aid in The Implementation of The Los Angeles County Covid-19 Tenant Protections)
7. Failure to Demonstrate Allowable Termination (LACC Section 8.52.090(A))
8. Failure to Qualify the Termination as At-Fault or No-Fault (LACC Section 8.52.090(B)(3))
9. Failure to Provide Sufficient Notice of Termination on the Tenant to the Department (LACC Section 8.52.090(B)(4))

George Cerda, DCBA, highlighted the options that were available to the landlord following the expiration of the original lease. To avoid eviction, Kimley Louie signed a 6-month lease extension effective February 1, 2022-July 31, 2022, which added her mother and daughter as occupants and required a rent increase of \$500.00 (23.8%). In addition, it was required to allow Lance McNeil to perform a final walk-through and pay new tenant application fees, even though she never vacated the unit. Furthermore, Lance McNeil collected 3 checks of \$2,600.00 at the time of signing the 6-month extension lease, totaling \$7,800.00. The checks represented new security deposit and first and last month's rent that violated Section 8.52.055 of RSTPO which prohibits the collection of security deposits in excess amounts other than received at the initiation of a tenancy. In February 2022, Kimley Louie filed an Application for Rental Adjustment, which allowed George Cerda, DCBA, to be in contact with both Attorney, at the time, Nicolas Spigner and Lance McNeil where they agreed to temporarily reduce rents back to \$2,100.00, as well as provide a \$1,400.00 rent credit pending further discussion with DCBA. This credit brought rent back into compliance. Over the next two months, George Cerda continued to have correspondence with Nicolas Spigner, where posed questions regarding the RSTPO and Kimley Louie's tenancy were debunked and clarified by DCBA. When George Cerda identified he was limited in his approach with Spigner to understand the RSTPO, he suggested a conference call for further discussion. During this call on April 14, 2022, George Cerda, Anait Zakaryan Nunez, DCBA Enforcement Program Supervisor, Nicolas Spigner, and Lance McNeil had a discussion that determined Spigner was still unclear on the RSTPO and did not at no point submit new facts, legal arguments, or mention the possibility of a rent credit. A few weeks later, on May 5, 2022, Mr. Spigner wrote an email stating that the rent increases were associated with a promotional rate discount that she had originally received at the time her tenancy began and were not increases 'at all.



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Kimley Louie affirmed that she had never seen the document, nor had she signed it.

For this hearing, Attorney, MaryEtta Marks, representing the Appellant, Vincent Mouton, gave a self-introduction along with Lance McNeil, the property manager. She began by stating an objection to the case file that contained 44 exhibits that are not acknowledged in the record to date. In response to a question posed by the Commission, Anait Zakaryan Nunez, DCBA Enforcement Program Supervisor stated that the packet in reference was submitted with the appeal. However, based upon the ordinance only documents that were submitted during the investigation process are admissible during the appeals process. Also, noted by DCBA's County Counsel, Hannah Flores, who supported Nunez's comment. For further clarification Brigit Greeson Alvarez, RHOC County Counsel, stated that in accordance with the Commission and Los Angeles County Code of Ordinance 8.52.150(E)(2) and 8.52.150(E)(3) that only supporting documents that were submitted prior to the decision of DCBA are admissible and all verbal objections are allowed at the time of a hearing as given discretion of the Commission. In further discussion, MaryEtta Marks explained that the Appellant never received the notice of Rental Adjustment from DCBA. She continued to state that DCBA investigator George Cerda did not conduct himself in a neutral position, making the decision of DCBA unfair. The Appellant feels that he did not have the same opportunity as Kimley Louie. The amount of penalties found by DCBA have cost Vincent Mouton \$5,000.00 per day. During discussion, MaryEtta Marks affirmed that the rent was not increased to \$2,600.00 but that was the original rent amount. The \$2,100.00 was due to promotional rental credit of an agreed upon \$500.00. Furthermore, MaryEtta Marks stated that the final lease agreement that Kimley Louie entered was at her own request, which is in writing, stated that she would pay an additional \$500 dollars and add her mother and daughter to the lease. In response to questions posed by the Commission, MaryEtta Marks affirmed that the Appellant had never received the filing of Rental Adjustment from George Cerda, DCBA. In further discussion Lance McNeil, Property Manager, noted that this document was provided in the lease agreement packet at the time of the initial signing of the tenancy agreement. In response to questions posed by the Commission, he stated that his process was a complete electronic binder that Kimley Louie was aware of and signed as supported by Certificate of Completion found on page 180 of the case file. George Cerda, DCBA, adds that the RSTPO does not consider promotional discounts.

BREAK

The Commission took a recess at 1:30 p.m. and reconvened at 1:50 p.m.

In response to questions posed by the Commission, Lance McNeil provided that the number of documents included in the original lease tenant binder is 186-pages



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(tenants' initial application, supporting documentation, and tenant approval letter, AAOA tenant screening, payment installment agreement, two-year lease agreement, professional service, payment breakdown). All these documents were reviewed and signed by the tenant.

For the purposes of this hearing, Kimley Louie, Respondent, participated remotely, and gave a self-introduction and testimony. Kimley Louie said she remembered the day she met Lance McNeil to sign for the two-year lease agreement, where she asked for the rent to remain at a \$2,100.00 a month rate of which Lance McNeil made a call that determined this would be approved. Kimley Louie noted to the record that she and Lance McNeil went to dinner to celebrate her new tenancy where there was not any further discussion of rent increases and never a discussion of a rent credit of \$500.00 or \$2,600.00 base rent. Kimley Louie explained that she felt totally harassed the entire time that she lived in the apartment. In further discussion, Kimley Louie highlighted that right before her lease expired, she contacted Lance McNeil to explain that she was taking care of her ill mother and needed an extension to month-to-month terms. This extension was denied, and she was encouraged to agree to the one-year lease for \$2,200.00 a month, of which Kimley Louie declined. Under the pressure of caring for her mother, lack of time and resources Kimley Louie counteroffers a 6-month lease for \$2,600.00 a month while she looked for a place to move. Kimley Louie recalled she was treated like a new tenant, enduring a unit-inspection and application fees although she never moved out. On the day that Kimley Louie was to sign the new lease, she was required to pay security deposit and first and last month's rent totaling \$7,100.00, she noted that she was running late to meet Lance McNeil (who at that point left the office) and charged her an additional \$100.00 for someone else to meet her at the office plus credit check fees for her and her mother. Kimley Louie recalled the hassle of receiving a copy of the lease agreements from Lance McNeil. Furthermore, after surrendering the funds and being down on luck, Kimley Louie requested her original security deposit (\$2,100.00) of which she was informed by Lance McNeil that he had 21 days to return to her, which he did after being contacted by DCBA. In further discussion, Kimley Louie explained that the entire time of business with Lance McNeil had been confusion and disorder. By the time the 6-month term was up, Kimley Louie stayed longer than agreed upon and found out that Lance McNeil was holding her checks. Lance McNeil then requested her to pay within 48 hours. Kimley Louie said, in a panic, she paid the amount asked and the next day was served a 30-Day Notice without a 'Just Cause'. At this point Kimley Louie emailed George Cerda, DCBA, to let him know she had endured enough and was moving out. In conclusion, Kimley Louie stated that Lance McNeil was lying and did not treat her fairly.

In response to questions posed by the Commission to a statement regarding the checks that Kimley Louie referenced in her testimony that were held, Lance McNeil



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stated Kimley Louie would not follow the company standard of addressing checks to the front desk clerk; instead, she would leave her checks at an unattended front office. Lance McNeil affirmed he did not receive those checks. He noted that he emailed Kimley Louie informing her of this transaction and guidance of how to ensure that her payments are made confidentially, due to the nature of the office facility sometimes being rented by other parties. Moreover, in response to the Commission, George Cerda, DCBA, noted for the record, this situation about payments occurred after the investigation. However, he stated that DCBA has continued to have issues with the property management company and their compliance with the RSTPO Evictions Protections and noted that he gave the landlord instructions on how to remedy the 3-day Notice properly when Kimley Louie notified him that they had not taken any money from her account to cover the three months' rent. In addition, George Cerda added that the 3-Day Notice included late fees which were in violation of California law. Following the 3-Day Notice, Kimley Louie was issued a 30-Day Notice that did not state a Just Cause reason of which DCBA issued a Notice of Violation for as well. In further discussion, various opinions were expressed regarding the methods of payments and late fees collected.

The Commissions Chair questioned Kimley Louie on her payment methods, of which she expressed that she would leave checks at the security desk and take pictures of where she left them. Kimley Louie affirmed that after running into privacy concerns, she stopped submitting payments electronically and delivered them by mail and in-person. The Commission continued to allow time to express various views and questioning.

After hearing all testimonies from each party, the Commission used DCBA's determination letter to thoroughly address and consider each instance of this case. The Commission posed questions to all parties, allowing discussion and supporting documents from the case file to be presented.

BREAK

The Commission paused the meeting at 3:05 p.m. and reconvened at 3:15 p.m.

Thus, after a thorough investigation and questioning of DCBA's determination and gaining clarification on the procedures of DCBA, the Appellant, and the Respondent; the Commission came to a decision on the over-paid rents.

3.a Opportunity for members of the public to address the Commission regarding case number RSQ22-01810.

No members of the public were present.



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On motion of Commissioner Clint Patterson, seconded by Commissioner Pamela Agustin-Anguiano, the Commission denied the appeal of the Appellant in support of the determination of DCBA with no refund issued with the following Roll Call vote:

Ayes: Commissioner Pamela Agustin-Anguiano, Commissioner Odest T. Riley, Jr., Commissioner Clint Patterson, Vice Chair Ani Papirian, and Chair KeAndra Cylear-Dodds.

IV. DISCUSSION

4. Discussion on onboarding of new Commissioner(s).

Shaina Sims, Commission staff, reported that on April 26, 2024, Ira Spiro nomination was submitted on behalf of the Commission to the Board of Supervisors for placement on upcoming Board meeting agenda and is currently waiting for a board meeting date.

5. Discussion and possible action regarding Land Acknowledgement at meetings.

Brigit Greeson-Alvarez, RHOC County Counsel, reported in response to previous discussions of whether the Land Acknowledgement was a requirement for Commission meetings that the unanimous vote of the Board of Supervisors formally adopted the recitation of the Land Acknowledgement as a sign of respect to the indigenous peoples that occupied this land on November 1, 2022. It is to be read at all hearing meetings by the highest-ranking member present.

6. Discussion and possible action regarding updates to the Code of Conduct and Annual Report.

Shaina Sims, Commission staff reported that the Code of Conduct and Annual Report are still in progress. The Annual Report will be due in September and presented to the Commission at a future meeting.

V. MISCELLANEOUS

Matters Not Posted





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7. **Matters not on the posted Agenda to be presented and placed on the Agenda of a future meeting.**

Commission posed a discussion of DCBA's procedures and clarification on DCBA roles, general counseling, rights, and responsibilities.

Adjournment

8. Adjournment for the regular meeting of April 29, 2024.

On motion of Chair KeAndra Cylear-Dodds, there being no objections, this meeting was adjourned at 3:42 p.m.

