



CITY OF BEVERLY HILLS STAFF REPORT

Meeting Date: October 15, 2013

To: Honorable Mayor and City Council

From: Nestor Otazu, Community Preservation Manager

Subject: Request by Councilmember Krasne for Discussion Regarding the Regulation of Air Conditioning in Multi-Family Apartment Buildings as it Relates to Tenants' Legal Rights and Habitability and Update on Issues Identified at 350 N. Crescent Drive

Attachments:

1. California Civil Code Section 1942
2. Notices Issued: Notice of Violation, Final Notice of Violation, City Prosecutor Notice to Comply
3. 2009 International Property Maintenance Code, Section 603-1
4. Beverly Hills Municipal Code, Section 4-5-702 and Chapter 6 Rent Stabilization

INTRODUCTION

Several tenants of the apartment building located at 350 N. Crescent Drive registered complaints to the City Council related to ongoing inoperable building mechanical air conditioning equipment. As a result, at the City Council meeting on September 10, 2013, Councilmember Krasne requested further information and discussion pertaining to tenants' legal rights as it relates to air conditioning systems in multi-family apartment buildings provided as amenity.

Additionally, at the City Council meeting on September 24, 2013, several complaints from tenants were registered regarding several units in the building not being properly maintained.

BACKGROUND

Handling and Processing of Complaints for Multi-Family Apartment Buildings

The City's code enforcement staff responds to housing complaints related to property, building and zoning violations. Tenants of multi-family apartment buildings typically

contact code enforcement to report complaints and violations relating to specific building maintenance and substandard building conditions.

In cases involving larger multi-family apartment buildings, the BHMC Section 4-4-301 requires that minimum property owner contact information or an onsite responsible person (resident manager) be available to receive and adequately address tenant complaints and concerns. For example, multi-family apartment buildings containing between 4 and 15 units must have posted on the premises contact information of the property owner or person in charge of the building. Multi-family apartment buildings with more than 16 units must have a manager or other responsible person residing on the premises.

As tenant complaints are received by staff, the tenant is asked a variety of questions aimed to determine the nature of the call and the severity of the alleged condition. The tenant is also asked whether there was prior communication with the property owner or manager reporting of the concern and if so, to provide written copy(s) of the request to code enforcement for further investigation. If no communication was attempted, the tenant is encouraged to contact and discuss the concern with the property owner or manager. Assisting and guiding the tenants through this process has proven to reduce the need to file a complaint and many times preserves the relationship between tenant and landlord.

In the event code enforcement responds to a tenant request for a site inspection and confirms and documents one or more violations, enforcement action is then initiated through the issuance of one of several Notices. Typically, a Notice of Violation is issued and is either personally served or mailed to the property owner of record and, if applicable any other responsible persons. The Notice of Violation includes the following:

- Date of violation
- Names of responsible property owner/persons
- Description of the violation
- BHMC or BHMC adopted code violated
- Corrective action needed
- Compliance date

Following the compliance date, a follow up site inspection is conducted to verify that full compliance was achieved. Partial or non-compliance may result in the issuance of a Final Notice of Violation. Failure to comply with the Final Notice of Violation may result in referring the matter to the City Prosecutor for further enforcement, potentially leading to filing a criminal complaint in Superior Court.

UPDATE TO EQUIPMENT REPAIRS AND SUBSTANDARD COMPLAINTS

Upon learning of the complaints received at 350 N. Crescent Drive, code enforcement performed inspections and verified the inoperable building air conditioning with the tenants. Subsequently, city staff contacted and met with the property owner and their contractors to discuss compliance requirements. The property owner directed their contractor to conduct a comprehensive inspection and perform repairs in various common building areas. Following extended tests, the contractor, with the guidance of the equipment manufacturer, replaced both air conditioning compressor units and recommended replacement of other related electrical equipment. Both compressors were ordered and installed under the guidance and oversight of the equipment manufacturer representative. The property owner advised the City that the major repair to the building air conditioning equipment was completed on September 23, 2013.

However, upon inspection, staff found the system was not properly operating and was providing little to no air conditioning to various units. As a result, on September 24, 2013, code enforcement issued the property owner a Notice of Violation (48 hours compliance date) for improper operation of mechanical air conditioning equipment.

Additionally, at the City Council meeting on September 24, 2013, it was reported by a tenant representative that 12 of the 44 units had substandard building conditions. On September 25, 2013, staff contacted each of the 12 tenants to arrange for an onsite inspection to verify the reported conditions. The inspection resulted in 8 of the 12 units confirmed to have one or more building or maintenance code violations. As a result of the unusually high number of units with verified violations, staff requested the assistance of the County of Los Angeles Public Health Department to assist the City with a joint inspection of each unit to identify and address all related violations respective to substandard maintenance and building code violations. Subsequent to the prior Notice, on September 26, 2013, a Final Notice of Violation (48 hours compliance date) was issued for improper operation of mechanical air conditioning equipment which resulted in non-compliance.

On September 30, 2013, a comprehensive joint inspection of the entire building was conducted. Approximately 31 of the 44 total units in the building were confirmed to have at least one maintenance or building code violation. As a result, on October 1, 2013, the City Prosecutor issued a Notice to Comply with compliance dates up to October 21, 2013 for the violations including those listed in the "Housing Official Inspection Report" dated September 30, 2013 prepared by the Los Angeles Public Health Department.

Currently, repairs are being made to the building and each unit identified in our inspection findings. Failure to comply with the City's request may result in filing a criminal complaint against the property owners in Superior court.

DISCUSSION

The City of Beverly Hills has adopted several building and housing codes and laws aimed at providing Beverly Hills tenants a safe and healthy living environment in multi-family apartment buildings. In conjunction with local and state building codes and laws, tenants are provided further protection through the administration of County laws promulgated by the County of Los Angeles Public Health. In addition, the Beverly Hills Municipal Code (BHMC), Section 4-5-702 identifies the reduction of housing services and provides tenants with civil remedies in the event housing services are significantly reduced. The combination of local, county and state laws and codes provide tenants with protection related to the construction, remodeling and repair standards of buildings and dwelling units.

Related Codes

Through its building and housing codes, the City of Beverly Hills regulates building equipment, which includes building service equipment and building facilities including mechanical, electrical and plumbing systems. In addition, to ensure tenant safety and enjoyment, such codes require that such building systems be maintained. The housing codes are designed to define and identify the level in which a specific condition in a dwelling unit becomes sub-standard or uninhabitable for tenant occupancy.

Today, many apartment buildings employ the use of built-in air conditioning systems either as part of the original building design and construction or as a retro-fit after original

construction of the building. In either case, the State of California as well as the City of Beverly Hills requires that plans be submitted and the necessary building and trade permits be obtained to ensure the proper application and compliance of codes are followed to ensure safe and compliant standards are met.

Currently, both State and local Codes regulate the maintenance of existing building service equipment including built in air conditioning equipment. Regulation of this equipment requires that it be maintained in a safe working condition, and shall be capable of performing the intended function. A verified violation of either technical or maintenance codes may result in the city taking enforcement action to correct the violation. Such enforcement action typically involves the verification and identification of the violation through a site inspection, issuance of a written Stop Work Order or Notice of Violation citing the violation, applicable code section and establishes a compliance date. In this particular case, Code Enforcement immediately contacted the property owner who responded by contacting his contractor to inspect, service and provide necessary equipment repairs.

Currently, Codes do not provide specific language pertinent to the degree of chilled air temperature a system must produce and the time in which a unit would be required to cycle on to begin cooling or off to cease cooling. However, a generally accepted range would include consistent air flow from each register vent producing temperatures significantly below the ambient temperature of the unit. Air conditioning systems are not intended as a substitute for required exchange air ventilation, which complies with Code by either a mechanical means, and/or by operable windows.

Tenant Remedies through the Rent Stabilization Ordinance

The City of Beverly Hills Rent Stabilization Ordinance applies to tenants who occupy a lawful dwelling unit of a multi-family apartment building for which there is a valid existing apartment rental agreement. The City of Beverly Hills Rent Stabilization Ordinance provides regulation for certain tenants' when housing services are reduced. The Ordinance further classifies tenants into one of two categories; BHMC Section 4-5-102(g) defines a tenant (commonly referred to as a Chapter 5 tenant) as a tenant who originally moved in at an initial monthly rent amount of \$600.00 or less. Conversely, a Chapter 6 tenant is defined as one who initially began their tenancy at any amount above \$600.00 per month.

Chapter 5 Tenant Remedies

The BHMC Section 4-5-202 defines housing services as "*All services connected with the use or occupancy of an apartment unit, including, but not limited to, repairs, replacement, maintenance, painting, light, heat, water, elevator service, laundry facilities and privileges, janitor service, refuse removal, furnishings, telephone, off street parking, and any other benefits, privileges, or facilities*".

In addition to the State of California Civil Code remedies, the BHMC Section 4-5-702 states it is unlawful for a landlord to reduce housing services with the intent or the purpose of circumventing the code. A violation of this code is deemed an increase in rent and subject to the provisions and tenant remedies prescribed in BHMC 4-5-705.

Chapter 6 Tenant Remedies

The BHMC does not specifically address reduction of housing services in relation to tenant remedies. The State of California Civil Code, applicable to both Chapter 5 and Chapter 6 tenants, does provide several remedies available for the tenant to address in requesting repairs to be made. The tenant has the following options available only after proper notification is made to the property owner as described in the Civil Code:

- The "Repair and Deduct" Remedy allows a tenant to deduct money from the rent, up to the amount of one month's rent, to pay for repair of defects in the unit. This remedy covers substandard conditions that affect the tenant's health and safety, and that substantially breach the implied warranty of habitability.
- The "Abandonment" Remedy allows a tenant to abandon (move out of) a defective rental unit. This remedy may be used where defects would cost more than one month's rent.
- The "Rent Withholding" Remedy allows a tenant to withhold (stop paying) some or all of the rent if repairs are not made to serious defects that violate the implied warranty of habitability. In order for a tenant to withhold rent, the defects or repairs must be more serious than would justify use of the "repair and deduct" and "abandonment" remedies.

Other Jurisdictions

Research was conducted to determine whether other jurisdictions required air conditioning mechanical equipment as a habitable requirement in local codes. The cities of Palm Springs, Desert Hot Springs, San Dimas, Los Angeles and Santa Monica were researched and confirmed not to have codes pertaining to mechanical air conditioning related to habitability requirements.

FISCAL IMPACT

None

RECOMMENDATION

Staff seeks direction from the City Council as to how to proceed forward.

Susan Healy Keene
Director of Community
Development


Approved By _____

Attachment 1

CALIFORNIA CIVIL CODE SECTION 1942

1942. (a) If within a reasonable time after written or oral notice to the landlord or his agent, as defined in subdivision (a) of Section 1962, of dilapidations rendering the premises untenable which the landlord ought to repair, the landlord neglects to do so, the tenant may repair the same himself where the cost of such repairs does not require an expenditure more than one month's rent of the premises and deduct the expenses of such repairs from the rent when due, or the tenant may vacate the premises, in which case the tenant shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises. This remedy shall not be available to the tenant more than twice in any 12-month period.

(b) For the purposes of this section, if a tenant acts to repair and deduct after the 30th day following notice, he is presumed to have acted after a reasonable time. The presumption established by this subdivision is a rebuttable presumption affecting the burden of producing evidence and shall not be construed to prevent a tenant from repairing and deducting after a shorter notice if all the circumstances require shorter notice.

(c) The tenant's remedy under subdivision (a) shall not be available if the condition was caused by the violation of Section 1929 or 1941.2.

(d) The remedy provided by this section is in addition to any other remedy provided by this chapter, the rental agreement, or other applicable statutory or common law.

1942.1. Any agreement by a lessee of a dwelling waiving or modifying his rights under Section 1941 or 1942 shall be void as contrary to public policy with respect to any condition which renders the premises untenable, except that the lessor and the lessee may agree that the lessee shall undertake to improve, repair or maintain all or stipulated portions of the dwelling as part of the consideration for rental.

The lessor and lessee may, if an agreement is in writing, set forth the provisions of Sections 1941 to 1942.1, inclusive, and provide that any controversy relating to a condition of the premises claimed to make them untenable may by application of either party be submitted to arbitration, pursuant to the provisions of Title 9 (commencing with Section 1280), Part 3 of the Code of Civil Procedure, and that the costs of such arbitration shall be apportioned by the arbitrator between the parties.

1942.2. A tenant who has made a payment to a utility pursuant to Section 777, 777.1, 10009, 10009.1, 12822, 12822.1, 16481, or 16481.1 of the Public Utilities Code may deduct the payment from the rent as provided in that section.

1942.3. (a) In any unlawful detainer action by the landlord to recover possession from a tenant, a rebuttable presumption affecting the burden of producing evidence that the landlord has breached the habitability requirements in Section 1941 is created if all of the following conditions exist:

CALIFORNIA CIVIL CODE SECTION 1942

(1) The dwelling substantially lacks any of the affirmative standard characteristics listed in Section 1941.1, is deemed and declared substandard pursuant to Section 17920.3 of the Health and Safety Code, or contains lead hazards as defined in Section 17920.10 of the Health and Safety Code.

(2) A public officer or employee who is responsible for the enforcement of any housing law has notified the landlord, or an agent of the landlord, in a written notice issued after inspection of the premises which informs the landlord of his or her obligation to abate the nuisance or repair the substandard or unsafe conditions identified under the authority described in paragraph (1).

(3) The conditions have existed and have not been abated 60 days beyond the date of issuance of the notice specified in paragraph (2) and the delay is without good cause.

(4) The conditions were not caused by an act or omission of the tenant or lessee in violation of Section 1929 or 1941.2.

(b) The presumption specified in subdivision (a) does not arise unless all of the conditions set forth therein are proven, but failure to so establish the presumption shall not otherwise affect the right of the tenant to raise and pursue any defense based on the landlord's breach of the implied warranty of habitability.

(c) The presumption provided in this section shall apply only to rental agreements or leases entered into or renewed on or after January 1, 1986.

1942.4. (a) A landlord of a dwelling may not demand rent, collect rent, issue a notice of a rent increase, or issue a three-day notice to pay rent or quit pursuant to subdivision (2) of Section 1161 of the Code of Civil Procedure, if all of the following conditions exist prior to the landlord's demand or notice:

(1) The dwelling substantially lacks any of the affirmative standard characteristics listed in Section 1941.1 or violates Section 17920.10 of the Health and Safety Code, or is deemed and declared substandard as set forth in Section 17920.3 of the Health and Safety Code because conditions listed in that section exist to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants of the dwelling.

(2) A public officer or employee who is responsible for the enforcement of any housing law, after inspecting the premises, has notified the landlord or the landlord's agent in writing of his or her obligations to abate the nuisance or repair the substandard conditions.

(3) The conditions have existed and have not been abated 35 days beyond the date of service of the notice specified in paragraph (2) and the delay is without good cause. For purposes of this subdivision, service shall be complete at the time of deposit in the United States mail.

(4) The conditions were not caused by an act or omission of the tenant or lessee in violation of Section 1929 or 1941.2.

(b) (1) A landlord who violates this section is liable to the tenant or lessee for the actual damages sustained by the tenant or lessee and special damages of not less than one hundred dollars (\$100) and not more than five thousand dollars (\$5,000).

(2) The prevailing party shall be entitled to recovery of reasonable attorney's fees and costs of the suit in an amount fixed by the court.

CALIFORNIA CIVIL CODE SECTION 1942

(c) Any court that awards damages under this section may also order the landlord to abate any nuisance at the rental dwelling and to repair any substandard conditions of the rental dwelling, as defined in Section 1941.1, which significantly or materially affect the health or safety of the occupants of the rental dwelling and are uncorrected. If the court orders repairs or corrections, or both, the court's jurisdiction continues over the matter for the purpose of ensuring compliance.

(d) The tenant or lessee shall be under no obligation to undertake any other remedy prior to exercising his or her rights under this section.

(e) Any action under this section may be maintained in small claims court if the claim does not exceed the jurisdictional limit of that court.

(f) The remedy provided by this section may be utilized in addition to any other remedy provided by this chapter, the rental agreement, lease, or other applicable statutory or common law. Nothing in this section shall require any landlord to comply with this section if he or she pursues his or her rights pursuant to Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code.

1942.5. (a) If the lessor retaliates against the lessee because of the exercise by the lessee of his rights under this chapter or because of his complaint to an appropriate agency as to tenantability of a dwelling, and if the lessee of a dwelling is not in default as to the payment of his rent, the lessor may not recover possession of a dwelling in any action or proceeding, cause the lessee to quit involuntarily, increase the rent, or decrease any services within 180 days of any of the following:

(1) After the date upon which the lessee, in good faith, has given notice pursuant to Section 1942, or has made an oral complaint to the lessor regarding tenantability.

(2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability.

(3) After the date of an inspection or issuance of a citation, resulting from a complaint described in paragraph (2) of which the lessor did not have notice.

(4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability.

(5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor.

In each instance, the 180-day period shall run from the latest applicable date referred to in paragraphs (1) to (5), inclusive.

(b) A lessee may not invoke subdivision (a) more than once in any 12-month period.

(c) It is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because he or she has lawfully organized or participated in a lessees' association or an

CALIFORNIA CIVIL CODE SECTION 1942

organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.

(d) Nothing in this section shall be construed as limiting in any way the exercise by the lessor of his or her rights under any lease or agreement or any law pertaining to the hiring of property or his or her right to do any of the acts described in subdivision (a) or (c) for any lawful cause. Any waiver by a lessee of his or her rights under this section is void as contrary to public policy.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision (a) within the period or periods prescribed therein, or within subdivision (c), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts described in subdivision (a) or (c). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.

(f) Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for all of the following:

(1) The actual damages sustained by the lessee.

(2) Punitive damages in an amount of not less than one hundred dollars (\$100) nor more than two thousand dollars (\$2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.

(g) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

(h) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

1942.6. Any person entering onto residential real property, upon the invitation of an occupant, during reasonable hours or because of emergency circumstances, for the purpose of providing information regarding tenants' rights or to participate in a lessees' association or association of tenants or an association that advocates tenants' rights shall not be liable in any criminal or civil action for trespass.

The Legislature finds and declares that this section is declaratory of existing law. Nothing in this section shall be construed to enlarge or diminish the rights of any person under existing law.

1942.7. (a) A person or corporation that occupies, owns, manages, or provides services in connection with any real property, including the individual's or corporation's agents or successors in interest, and that allows an animal on the premises, shall not do any of the following:

(1) Advertise, through any means, the availability of real

CALIFORNIA CIVIL CODE SECTION 1942

property for occupancy in a manner designed to discourage application for occupancy of that real property because an applicant's animal has not been declawed or devocalized.

(2) Refuse to allow the occupancy of any real property, refuse to negotiate the occupancy of any real property, or otherwise make unavailable or deny to any other person the occupancy of any real property because of that person's refusal to declaw or devocalize any animal.

(3) Require any tenant or occupant of real property to declaw or devocalize any animal allowed on the premises.

(b) For purposes of this section, the following definitions apply:

(1) "Animal" means any mammal, bird, reptile, or amphibian.

(2) "Application for occupancy" means all phases of the process of applying for the right to occupy real property, including, but not limited to, filling out applications, interviewing, and submitting references.

(3) "Claw" means a hardened keratinized modification of the epidermis, or a hardened keratinized growth, that extends from the end of the digits of certain mammals, birds, reptiles, and amphibians, often commonly referred to as a "claw," "talon," or "nail."

(4) "Declawing" means performing, procuring, or arranging for any procedure, such as an onychectomy, tendonectomy, or phalangectomy, to remove or to prevent the normal function of an animal's claw or claws.

(5) "Devocalizing" means performing, procuring, or arranging for any surgical procedure such as a vocal cordectomy, to remove an animal's vocal cords or to prevent the normal function of an animal's vocal cords.

(6) "Owner" means any person who has any right, title, or interest in real property.

(c) (1) A city attorney, district attorney, or other law enforcement prosecutorial entity has standing to enforce this section and may sue for declaratory relief or injunctive relief for a violation of this section, and to enforce the civil penalties provided in paragraphs (2) and (3).

(2) In addition to any other penalty allowed by law, a violation of paragraph (1) of subdivision (a) shall result in a civil penalty of not more than one thousand dollars (\$1,000) per advertisement, to be paid to the entity that is authorized to bring the action under this section.

(3) In addition to any other penalty allowed by law, a violation of paragraph (2) or (3) of subdivision (a) shall result in a civil penalty of not more than one thousand dollars (\$1,000) per animal, to be paid to the entity that is authorized to bring the action under this section.

Attachment 2



CITY OF BEVERLY HILLS
 Community Development Department - Code Enforcement Division
 455 North Rexford Drive TEL: 310-285-1119
 Beverly Hills, CA 90210 FAX: 310-273-0972

NOTICE OF VIOLATION

First Notice

Final Notice

Violation Date: September 24, 2013

Case No.: CE1320784

LOCATION

350 N CRESCENT DRIVE
 BEVERLY HILLS, CA 90210

RESPONSIBLE PERSON

Michael Seltzer [Principal] / Rohit Mehta [Principal]
 Beverly Hills Apartments LLC [Property Owner]
 1511 S Pontius Avenue, #102
 Los Angeles, CA 90025

The Community Development Department recently received a complaint regarding a condition at the above location that is in violation of the Beverly Hills Municipal Code. I have inspected the property observed the following violation(s):

BHMC 9-1-1601: Adoption of International Property Maintenance Code; section 603.1. All mechanical appliances....."shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function" .

On September 23, 2013, you reported to the City at 3:38 p.m., "I have walked through the Crescent building and the air conditioning is working, including the compressors, so air is flowing throughout the building. In the two units previously discussed, the air is flowing, but not quiet cooling to the same temperatures as the others."

Subsequently, on September 24, 2013, an unscheduled field inspection was conducted at the building, several units were inspected. Units #108, #205, #311, #314, penthouse #1, and #201 were inspected for adequate building mechanical air conditioning delivery. Every register was checked in each apartment unit and confirmed unbalanced airflow volume and inadequate chilled air being delivered to the unit.

Our records indicate:

- You are the property owner(s) You are the business owner(s) You have lawful control of the property
- You received a **Verbal Warning** September 3,2013, pertaining the faulty building mechanical air conditioning system and you failed to comply.

In order to bring the property/condition into compliance, the following actions/corrections are required within 48 hours:

- Provide a third party inspection and certification report for proper air conditioning delivery all units in the building by a licensed air conditioning contractor.**
- Initiate and maintain routine equipment maintenance program to ensure tenant's amenities are maintained at all times.**

Our intent is to obtain voluntary compliance. Your prompt attention in resolving this matter will be appreciated. If you have any questions, please contact me as soon as possible.

- Failure to comply with this notice will result in the referral of this matter to the City Prosecutor for further legal action.
- Attachments BHMC 9-1-1601: Adoption of International Property Maintenance Code; **section 603.1**

TYPE OF SERVICE:

- Issued to U.S. First Class Mail Posted at

OFFICER / INSPECTOR: Terence May **PHONE** 310-285-1186 **DATE** September 24, 2013

xc: crescent@westsidehabitats.com
xicompany@gmail.com
mdseltzer@gmail.com

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from

[DATE] to [DATE] to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances which are *labeled* for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional



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Our records indicate:

- You are the property owner(s) You are the business owner(s) You have lawful control of the property
- You received a **Verbal Warning** September 3, 2013, pertaining the faulty building mechanical air conditioning system and you failed to comply.

On September 26, 2013, the City did not receive a certification report on all units of the building.

In order to bring the property/condition into compliance, the following actions/corrections are required within 48 hours:

- Provide a third party inspection and certification report for proper air conditioning delivery all units in the building by a licensed air conditioning contractor.
- Initiate and maintain routine equipment maintenance program to ensure tenant's amenities are maintained at all times.

Our intent is to obtain voluntary compliance. Your prompt attention in resolving this matter will be appreciated. If you have any questions, please contact me as soon as possible.

- Failure to comply with this notice will result in the referral of this matter to the City Prosecutor for further legal action.
- Attachments BHMC 9-1-1601 Adoption of International Property Maintenance Code; section 603.1

TYPE OF SERVICE:

- Issued to U.S. First Class Mail Posted at

OFFICER / INSPECTOR: Terence May PHONE 310-285-1186 DATE September 26, 2013

xc: crescent@westsidehabitats.com
xicompany@gmail.com
mdseltzer@gmail.com

Ontario Refrigeration

Since 1958

Commercial Air Conditioning
Heating & Controls

WORK AUTHORIZATION

17297

Ontario, CA (909) 984-2771 FAX (909) 988-7522
 Glendale, CA (818) 247-5200 FAX (818) 247-8372
 Costa Mesa, CA (714) 546-6400 FAX (714) 546-6438

San Diego, CA (858) 675-6300 FAX (858) 675-6311
 Phoenix, AZ (480) 350-1200 FAX (480) 377-9146
 Ventura, CA (805) 819-5500 FAX (805) 981-7058
 Las Vegas, NV (702) 553-1440 FAX (702) 214-0870

Contact: _____ Agreement Number: PENDING
 Invoice To: _____ Job Name: XENON INV.
 Address: _____ Job Address: 350 N CRESCENT DR
 City: _____ Job City: BEVERLY HILLS 90210

The undersigned hereby authorizes and directs ONTARIO REFRIGERATION, to furnish the following labor and materials substantially described below:

Model # _____ Serial # _____

- TO COME OUT AND PERFORM THE FOLLOWING WORK.
- ① REPLACE COOLING TOWER VFD AND SENSOR.
 - ② REPLACE CHILLED WATER FLOW SWITCH
 - ③ REPLACE TXV
 - ④ REPLACE L.L. DRYER
 - ⑤ REPLACE 1ST STAGE CONTACTORS.
 - ⑥ LEAK CHECK AND REPAIR ACCESSIBLE LEAKS.
 - ⑦ PERFORM COMPRESSOR START UP.

NOTE: THIS DOES NOT INCLUDE CHECKING INDIVIDUAL APARTMENTS.

Special Instructions: NOTE: IF CHILLED WATER PIPING OR CONDENSER PIPING HAS LEAKS. SYSTEM CANNOT BE REPAIRED!

The total contract price is (~~\$10,273.00~~) \$ 9,770.00 PER P&BC

THE FULL CONTRACT PRICE IS DUE AND PAYABLE UPON COMPLETION OF THE WORK.

C.O.D. Charge

IMPORTANT NOTICE: This work authorization is for only work herein stated. Due to the incomplete operation of the system it cannot be checked further. When unit is operational and further testing is possible, you will be advised if further repairs are necessary an estimate submitted before work is done.

It is expressly agreed that the above described property shall be and remain personal property, and the title to same is hereby retained by ONTARIO REFRIGERATION, and shall not pass to the purchaser until the full contract price has been paid. In case of default by the purchaser, of any of its obligations under this contract, and it is necessary that same be placed in the hands of an attorney for enforcement, purchaser agrees to pay all costs, including a reasonable attorney's fee. There are no warranties, expressed or implied, unless expressly set forth in this contract, and this contract contains the entire agreement of the parties. ONTARIO REFRIGERATION is not required to furnish labor without charge for the replacement of defective materials or equipment. ONTARIO REFRIGERATION shall not be liable for any delay, loss or damage caused by acts of God, strikes, accidents, or any other reason beyond its control.

ACCEPTED (SELLER):
 ONTARIO REFRIGERATION
[Signature]
 Name (Print/Type) _____
 Title _____
 Date 9/25/13

ACCEPTED (BUYER)
 By [Signature]
 Signature (Authorized Representative)
Richard Mehta
 Name (Print/Type) _____
 Title _____
 Date 9/25/2013

CA LIC. #315638 NV LIC. #0074279 AZ LIC. #ROC 195449



CITY OF BEVERLY HILLS
 Community Development Department - Code Enforcement Division
 455 North Rexford Drive TEL: 310-285-1119
 Beverly Hills, CA 90210 FAX: 310-273-0972

NOTICE OF VIOLATION

First Notice

Final Notice

Violation Date: September 24, 2013

Case No.: CE1320784

LOCATION

**350 N CRESCENT DRIVE
 BEVERLY HILLS, CA 90210**

RESPONSIBLE PERSON

**Michael Seltzer [Principal] / Rohit Mehta [Principal]
 Beverly Hills Apartments LLC [Property Owner]
 1511 S Pontius Avenue, #102
 Los Angeles, CA 90025**

The Community Development Department recently received a complaint regarding a condition at the above location that is in violation of the Beverly Hills Municipal Code. I have inspected the property observed the following violation(s):

BHMC 9-1-1601: Adoption of International Property Maintenance Code; section 603.1. All mechanical appliances....."shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function" .

On September 23, 2013, you reported to the City at 3:38 p.m., "I have walked through the Crescent building and the air conditioning is working, including the compressors, so air is flowing throughout the building. In the two units previously discussed, the air is flowing, but not quiet cooling to the same temperatures as the others."

Subsequently, on September 24, 2013, an unscheduled field inspection was conducted at the building, several units were inspected. Units #108, #205, #311, #314, penthouse #1, and #201 were inspected for adequate building mechanical air conditioning delivery. Every register was checked in each apartment unit and confirmed unbalanced airflow volume and inadequate chilled air being delivered to the unit.

Our records indicate:

- You are the property owner(s) You are the business owner(s) You have lawful control of the property
- You received a Verbal Warning September 3,2013, pertaining the faulty building mechanical air conditioning system and you failed to comply.

In order to bring the property/condition into compliance, the following actions/corrections are required within 48 hours:

- Provide a third party inspection and certification report for proper air conditioning delivery all units in the building by a licensed air conditioning contractor.**
- Initiate and maintain routine equipment maintenance program to ensure tenant's amenities are maintained at all times.**

Our intent is to obtain voluntary compliance. Your prompt attention in resolving this matter will be appreciated. If you have any questions, please contact me as soon as possible.

- Failure to comply with this notice will result in the referral of this matter to the City Prosecutor for further legal action.
- Attachments BHMC 9-1-1601: Adoption of International Property Maintenance Code; section 603.1

TYPE OF SERVICE:

- Issued to U.S. First Class Mail Posted at

OFFICER / INSPECTOR: Terence May **PHONE** 310-285-1186 **DATE** September 24, 2013

xc: crescent@westsidehabitats.com
xiccompany@gmail.com
mdseltzer@gmail.com

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from

[DATE] to [DATE] to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances which are *labeled* for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional

DAPEER ROSENBLIT LITVAK LLP
L A W Y E R S

STEVEN H. ROSENBLIT
KENNETH B. DAPEER
WILLIAM LITVAK
JAMES C. ECKHART
ANITA ZUCKERMAN
PATRICIA H. FITZGERALD
NORMA COPADO-WELLS
CAROLINE K. CASTILLO
JOCELYN CORBETT
MEHRNOOSH ZAHEDI
CHARLENE J. WYNDER
GILBERT MIKALIAN
ERIC P. MARKUS
SARA L. ROSENBLIT

PLEASE DIRECT MAIL TO
WEST LOS ANGELES OFFICE

WRITER'S EMAIL
SROSENBLIT@DRLLAW.COM

METROPOLITAN CITIES OFFICE
P.O. Box 2087
2770 E. SLAUSON AVENUE
HUNTINGTON PARK, CA 90255-3099
TELEPHONE (323) 567-5221
FACSIMILE (323) 567-4190

WEST LOS ANGELES OFFICE
11500 W. OLYMPIC BLVD. SUITE 550
LOS ANGELES, CA 90064-1524
TELEPHONE (310) 477-5575
FACSIMILE (310) 477-7090

October 1, 2013

Michael Seltzer [Principal/Responsible Person]
Rohit Mehta [Principal/Responsible Person]
Beverly Hills Apartments LLC [Property Owner]
Peerless Apartments LLC [Property Owner]
1511 S. Pontius Avenue, Suite 102
Los Angeles, CA 90025

[Copy Via Email to Rohit Mehta: xicompany@gmail.com]

Re: Final Request for Municipal Code Compliance
231 N. La Peer Dr., Beverly Hills (Owner - Peerless Apartments LLC)
415 N. Oakhurst Dr., Beverly Hills (Owner - Beverly Hills Apartments LLC)
330 N. Crescent Drive, Beverly Hills (Owner - Beverly Hills Apartments LLC)
350 N. Crescent Drive, Beverly Hills (Owner - Beverly Hills Apartments LLC)
Current City Case No. CE1320784

Gentlemen:

This office represents the city of Beverly Hills ("City") as prosecutors. Our duties include enforcing the Beverly Hills Municipal Code ("BHMC").

Property owners and their members/officers/principals have an obligation to comply with the BHMC at all times. You have failed to do so as shown by the following partial summary of the City's prior code enforcement records:

231 N. La Peer Dr. (27 Units):

4/18/11:	Unit 107:	Kitchen remodel without Technical Code Permits. ¹
4/20/11:	Unit 303:	Construction without Technical Code Permits.
9/20/11:	Unit 209	Construction without Technical Code Permits.
11/14/11:		Substandard conditions throughout the building.

¹ Technical Codes consist of building, electrical, plumbing and mechanical regulations.

Michael Seltzer [Principal]
Rohit Mehta [Principal]
Beverly Hills Apartments LLC [Property Owner]
Peerless Apartments LLC [Property Owner]
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October 1, 2013
Page 2

415 N. Oakhurst Dr. (24 Units):

12/5/11: Unit 307: Construction without Technical Code Permits.
8/8/13: Unit 208: Construction without Technical Code Permits.

330 N. Crescent Drive (44 Units):

11/29/11: No onsite manager.
12/12/11: Unit 101: Construction without Technical Code Permits.
7/26/12: Unit 103 Substandard conditions present.

350 N. Crescent Drive (44 Units):

11/09/11: No heat in units.
4/13/12: Unit 303: Substandard conditions present.
6/21/12: Unit 107: Substandard conditions present.

There are conditions/code violations at your properties that require your immediate attention as follows:

231 N. La Peer Dr. / Unit 203:

You removed drywall from the kitchen ceiling without a building permit. The tenant does not have access to the kitchen as you have sealed it off. A new air condenser is required, as well as mold removal.

Requested Actions:

1. Engage the services of a qualified California licensed contractor and tender a proposed Construction Means and Method Plan ("CMP")² to the Development Services Division ("Division") **on or before October 4, 2013**. Please ensure the CMP is complete.
2. Obtain all required Technical Code Permits by a deadline to be established by the City.
3. Comply with all other City requests in connection with the approved CMP in a timely manner.

² Senior Code Enforcement Officer Terence May previously provided you with the CMP forms.

Michael Seltzer [Principal]
Rohit Mehta [Principal]
Beverly Hills Apartments LLC [Property Owner]
Peerless Apartments LLC [Property Owner]

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October 1, 2013

Page 3

4. Complete all work and installations that are authorized by those permits with Division final inspection approvals by a deadline to be established by the City.

330 N. Crescent Dr. / No Current Onsite Manager:

Officer May communicated with Kent Brown, your agent, in October 2012 about the lack of an onsite manager. On December 10, 2012, I issued a letter to you, wherein I stated in part as follows:

"... you have yet to comply with Section 4-4-301 [Caretaker required on Premises of Apartment and Hotels] of the BHMC, which states in pertinent part, as follows:

"A. Every ... apartment building containing sixteen (16) or more apartment units shall have a manager, caretaker, agent or other responsible person residing upon the premises."

There is no excuse for failing to comply with this requirement at all times.

Requested Actions:

5. Establish a resident manager in this building **on or before October 11, 2013.**

6. Provide Officer May with a copy of a fully executed resident manager agreement and contact information (phone and email) for that person **on or before October 11, 2013.**

7. Provide Officer May with copies of fully executed resident manager agreements and current contact information (phone and email) for your other properties **on or before October 11, 2013.**

8. Meet with City officials at City Hall to discuss the responsibilities of your onsite managers. Please contact Officer May at (310) 285-1186 **on or before October 4, 2013** to schedule that conference.

Michael Seltzer [Principal]
Rohit Mehta [Principal]
Beverly Hills Apartments LLC [Property Owner]
Peerless Apartments LLC [Property Owner]
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October 1, 2013
Page 4

350 N. Crescent Dr. / Unit 107:

A washer and dryer have been installed in the kitchen without a plumbing permit. The type of ventilation connection for the dryer, if any, is unknown.

Requested Actions:

9. Obtain a permit to remove the plumbing and ventilation installations for those appliances **on or before October 4, 2013.**
10. Complete all work that is authorized by that permit with a Division final inspection approval **on or before October 11, 2013.**

350 N. Crescent Dr. / Unit 110:

You removed drywall from the kitchen ceiling without a building permit. The tenant does not have access to the kitchen as you have sealed it off.

Requested Actions:

11. See Request Nos. 1-4.

350 N. Crescent Dr. / No Building Identification:

This building lacks identification in violation of the Beverly Hills Fire Code.

Requested Action:

12. Fully comply with Section 505.1 of the Beverly Hills Fire Code (see Appendix 1) **on or before October 4, 2013.**

350 N. Crescent Dr. / Lack of Effective Air Conditioning:

The City orally informed you on September 3, 2013 about the faulty air conditioning system. The City issued two Notices of Violation to you on September 24 and 26, 2013 that state in part as follows:

Michael Seltzer [Principal]
Rohit Mehta [Principal]
Beverly Hills Apartments LLC [Property Owner]
Peerless Apartments LLC [Property Owner]
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October 1, 2013
Page 5

On September 23, 2013, you reported to the City at 3:38 p.m., "I have walked through the Crescent building and the air conditioning is working, including the compressors, so air is flowing throughout the building. In the two units previously discussed, the air is flowing, but not quiet cooling to the same temperatures as the others."

Subsequently, on September 24, 2013, an unscheduled field inspection was conducted at the building, several units were inspected. Units #108, #205, #311, #314, penthouse #1, and #201 were inspected for adequate building mechanical air conditioning delivery. Every register was checked in each apartment unit and confirmed unbalanced airflow volume and inadequate chilled air being delivered to the unit.

The City's September 24, 2013 determinations indicate your system is still faulty in violation of the BHMC.

Requested Actions:

13. Tender an independent licensed mechanical contractor's dated and signed report to the City **on or before October 4, 2013** that includes the following items:

(i) A copy of the manufacturer's design/performance specifications for temperature and volume of air flow for each unit when the air conditioning system is on.

(ii) Confirmation that the system is performing within the manufacturer's design/performance specifications for all registers in each of the 44 units.

• Temperature and volume readings for all registers in each of the 44 units should be included, along with the date and time those readings were taken.

(iii) Confirmation that the airflow to all registers in each of the 44 units is balanced.

(iv) Confirmation that all components of the system (including in all units) are otherwise in good working order and free of defects.

All Properties:

You have demonstrated a willfull disregard of the BHMC by repeatedly failing to obtain Technical Code Permits for work in your units. You do not address all tenant complaints in an appropriate and timely manner. You do not take proper care of these

Michael Seltzer [Principal]
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October 1, 2013
Page 6

buildings as shown by the attached Los Angeles County Department of Public Health September 30, 2013 Housing Official Inspection Report ("Report").³

Requested Actions:

14. Abate all conditions that are contained in the Report with all required City permits and inspection approvals and pass a Los Angeles County Department of Public Health inspection **on or before October 21, 2013**.

15. Effectively immediately, adopt a proactive maintenance program so that your properties comply with state and local laws at all times (thereby ensuring your apartment units are safe and sanitary to occupy). That program should include the following components:

(i) Regular inspections of your unit interiors and all exterior areas of each property by trained and competent personnel to identify conditions that violate, or may soon violate, the BHMC.

(ii) The prompt undertaking and completion of corrective actions with all required Technical Code Permits and City approvals to abate prohibited conditions. Those conditions are described in Appendix 2.

(iii) The establishment and committed implementation of practices that address tenant complaints in a prompt and effective fashion, thereby giving them no cause to seek the assistance of the City.

I will file a misdemeanor criminal complaint⁴ against both of you in the Los Angeles Superior Court for misdemeanor offenses of the BHMC if you miss any deadline in this letter, or if violations recur in the future. You each face fines/assessments exceeding

³ Section 5-3-1 of the BHMC adopts the Los Angeles County Health Code. The conditions described in the Report also violate the BHMC.

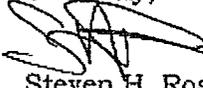
⁴ Section 1-3-101 of the BHMC states as follows: "A. No person shall violate or fail to comply with any provision or requirement of this code. Any person who shall violate or fail to comply with any provision or requirement of this code, or a condition of any permit issued pursuant to this code, shall be guilty of a misdemeanor..."

Michael Seltzer [Principal]
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October 1, 2013
Page 7

\$3,000.00 for each misdemeanor violation and probation for three years if you are convicted. You could also be ordered to serve jail time.

This is a very serious matter that requires immediate attention. Thank you in advance for your cooperation.

Sincerely,



Steven H. Rosenblit
Beverly Hills City Prosecutor

Cc: City Officials

Michael Seltzer [Principal]
Rohit Mehta [Principal]
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October 1, 2013
Page 8

Appendix 1

Beverly Hills Fire Code:

505.1 Address Identification. New and existing buildings shall have approved address numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches high for residential properties and a minimum of 6 inches for non residential properties, with a minimum stroke width of 0.5 inches. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure.

Residential structures which have access from a rear alley, in addition to the numbering required by this section, shall for purposes of emergency response, provide numbering and street identification which is clearly visible from the rear alley access in accordance with the following provisions:

(1) The name of the street and street number as designated by the city building official shall be visible from the alley and located adjacent to the alley access to the structure.

(2) The address markings shall be placed five (5') feet above the alley surface, with numbers four (4") inches in height and letters two (2") inches in height, and placed upon the structure, wall, fence, gate, or other appropriate surface so as to be clearly visible.

(3) If any property owner shall fail to provide the address identification required by this subsection on the premises, the city may provide and affix such address identification markings at no cost to the property owner. Where identification markings are provided by the city, no person shall remove, deface, or modify such markings without the written authorization of the city building official.

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October 1, 2013
Page 9

Appendix 2

Excerpt of the State Housing Law (which is enforced by the Building Official):

Health and Safety Code Section 17920.3.

Any building or portion thereof including any dwelling unit ... 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:
- (1) Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.
 - (2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
 - (3) Lack of, or improper kitchen sink.
 - (4) Lack of hot and cold running water to plumbing fixtures in a hotel.
 - (5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.
 - (6) Lack of adequate heating.
 - (7) Lack of, or improper operation of required ventilating equipment.
 - (8) Lack of minimum amounts of natural light and ventilation required by this code.
 - (9) Room and space dimensions less than required by this code.
 - (10) Lack of required electrical lighting.
 - (11) Dampness of habitable rooms.
 - (12) Infestation of insects, vermin, or rodents as determined by the health officer.
 - (13) General dilapidation or improper maintenance.
 - (14) Lack of connection to required sewage disposal system.
 - (15) Lack of adequate garbage and rubbish storage and removal facilities as determined by the health officer.
- (b) Structural hazards shall include, but not be limited to, the following:
- (1) Deteriorated or inadequate foundations.

Michael Seltzer [Principal]
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Beverly Hills Apartments LLC [Property Owner]
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350 N. Crescent Drive, Beverly Hills (Owner - Beverly Hills Apartments LLC)

October 1, 2013

Page 10

- (2) Defective or deteriorated flooring or floor supports.
 - (3) Flooring or floor supports of insufficient size to carry imposed loads with safety.
 - (4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
 - (5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.
 - (6) Members of ceilings, roofs, ceilings and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
 - (7) Members of ceiling, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.
 - (8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.
 - (9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.
- (c) Any nuisance.
- (d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly.
- (e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross connections and siphonage between fixtures.
- (f) All mechanical equipment, including vents, except equipment that conformed with all applicable laws in effect at the time of installation and that has been maintained in good and safe condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly.
- (g) Faulty weather protection, which shall include, but not be limited to, the following:
- (1) Deteriorated, crumbling, or loose plaster.
 - (2) Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken windows or doors.
 - (3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.
 - (4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.
- (h) Any building or portion thereof, device, apparatus, equipment, combustible waste, or

Michael Seltzer [Principal]

Rohit Mehta [Principal]

Beverly Hills Apartments LLC [Property Owner]

Peerless Apartments LLC [Property Owner]

Re: Final Request for Municipal Code Compliance

231 N. La Peer Dr., Beverly Hills (Owner - Peerless Apartments LLC)

415 N. Oakhurst Dr., Beverly Hills (Owner - Beverly Hills Apartments LLC)

330 N. Crescent Drive, Beverly Hills (Owner - Beverly Hills Apartments LLC)

350 N. Crescent Drive, Beverly Hills (Owner - Beverly Hills Apartments LLC)

October 1, 2013

Page 11

vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

(i) All materials of construction, except those which are specifically allowed or approved by this code, and which have been adequately maintained in good and safe condition.

(j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.

(k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building Code.

(l) All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.

(m) All buildings or portions thereof that are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

(n) All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

(o) Inadequate structural resistance to horizontal forces.

Michael Seltzer [Principal]
 Rohit Mehta [Principal]
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 350 N. Crescent Drive, Beverly Hills (Owner - Beverly Hills Apartments LLC)
 October 1, 2013
 Page 12

Excerpt of the Beverly Hills Housing Code (adopting the 1997 Uniform Housing Code):

**Chapter 10
 SUBSTANDARD BUILDINGS**

SECTION 1001 — DEFINITION

1001.1 General. Any building or portion thereof that is determined to be an unsafe building in accordance with Section 102 of the Building Code, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section 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 are declared to be substandard buildings.

1001.2 Inadequate Sanitation. Buildings or portions thereof shall be deemed substandard when they are insanitary. Inadequate sanitation shall include, but not be limited to, the following:

1. Lack of or improper water closet, lavatory, bathtub or shower in a dwelling unit or lodging house.
2. Lack of or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
3. Lack of or improper kitchen sink in a dwelling unit.
4. Lack of hot and cold running water to plumbing fixtures in a hotel.
5. Lack of hot and cold running water to plumbing fixtures in a dwelling unit or lodging house.
6. Lack of adequate heating facilities.
7. Lack of or improper operation of required ventilating equipment.
8. Lack of minimum amounts of natural light and ventilation required by this code.
9. Room and space dimensions less than required by this code.
10. Lack of required electrical lighting.
11. Dampness of habitable rooms.
12. Infestation of insects, vermin or rodents as determined by the health officer.
13. General dilapidation or improper maintenance.
14. Lack of connection to required sewage disposal system.
15. Lack of adequate garbage and rubbish storage and removal facilities as determined by the health officer.

1001.3 Structural Hazards. Buildings or portions thereof shall be deemed substandard when they are or contain structural hazards. Structural hazards shall include, but not be limited to, the following:

1. Deteriorated or inadequate joists or walls.
2. Deterioration or displacement of ceiling or floor supports.
3. Deterioration of floor supports or insufficient size for safety in load-bearing capacity.
4. Members of walls, partitions or other vertical supports that will bear load in which there is deterioration or deterioration.
5. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety.
6. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety.
7. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety.

7. Members of ceilings, floors, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety.

8. Fireplaces or chimneys that list, bulge or settle due to defective material or deterioration.

9. Fireplaces or chimneys that are of insufficient size or strength to carry imposed loads with safety.

1001.4 Nuisance. Buildings or portions thereof in which there exists any nuisance as defined in this code are deemed substandard buildings.

1001.5 Hazardous Electrical Wiring. Electrical wiring that was installed in violation of code requirements in effect at the time of installation or electrical wiring not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition or that is not being used in a safe manner shall be considered substandard.

1001.6 Hazardous Plumbing. Plumbing that was installed in violation of code requirements in effect at the time of installation or plumbing not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition or that is not free of cross-connections or siphonage between fixtures shall be considered substandard.

1001.7 Hazardous Mechanical Equipment. Mechanical equipment that was installed in violation of code requirements in effect at the time of installation or mechanical equipment not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good and safe condition shall be considered substandard.

1001.8 Faulty Weather Protection. Buildings or portions thereof shall be considered substandard when they have faulty weather protection, which shall include, but not be limited to, the following:

1. Deteriorated, crumbling or loose plaster.
2. Deteriorated or ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows or doors.
3. Defective or lack of weather protection for exterior wall connections, including lack of paint or weathering due to lack of paint or other approved protective covering.
4. Deteriorated or faulty caulking of exterior wall openings or roof penetrations.

1001.9 Fire Hazard. Any building or portion thereof that does not have fire extinguishers, fire escape, fire alarm or fire extinguishers in the rooms of the building or in the department or in each unit or room is to be deemed a fire hazard. Buildings or portions thereof that do not have fire extinguishers, fire escape, fire alarm or fire extinguishers shall be deemed substandard.

1001.10 Faulty Materials of Construction. Buildings or portions thereof that are constructed in violation of the Building Code and that have been negligently constructed or installed and are in violation shall constitute a building to be substandard.

1001.11 Hazardous or Insanitary Practices. The use of materials, equipment or methods that are unsafe, unapproved, get

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October 1, 2013

Page 13

page, oil, rat harborages, stagnant water, combustible materials, and similar materials or conditions on a premises constitutes fire, health or safety hazards that shall be abated in accordance with the procedures specified in Chapter 11 of this code.

1001.12 Inadequate Exits. Except for those buildings or portions thereof that have been provided with adequate exit facilities conforming to the provisions of this code, buildings or portions thereof whose exit facilities were installed in violation of code requirements in effect at the time of their construction or whose exit facilities have not been increased in number or width in relation to any increase in occupant load due to alterations, additions or change in use or occupancy subsequent to the time of construction shall be considered substandard.

Notwithstanding compliance with code requirements in effect at the time of their construction, buildings or portions thereof shall be considered substandard when the building official finds that an unsafe condition exists through an improper location of exits, a

lack of an adequate number or width of exits, or when other conditions exist that are dangerous to human life.

1001.13 Inadequate Fire-protection or Firefighting Equipment. Buildings or portions thereof shall be considered substandard when they are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

1001.14 Improper Occupancy. All buildings or portions thereof occupied for living, sleeping, cooking or dining purposes that were not designed or intended to be used for such occupancies shall be considered substandard.

Excerpt of Title 5, Chapter 7 of the BHMC:

5-7-3: Maintenance of Premises ...:

A. Any person, or the agent thereof, owning, leasing, occupying, or having charge or possession of any premises in the city, shall keep and maintain such premises ... in a safe, clean, orderly, sanitary and aesthetic condition.

5-7-4: Conditions Prohibited on Premises ...:

The following conditions do not comport with a safe, clean, orderly, sanitary and aesthetic condition on premises and are prohibited by section 5-7-3 of this chapter:

R. Any other condition which adversely affects the public health, welfare, and safety.⁵

⁵ Those include violations of the State Housing Law, the Los Angeles County Health Code and the Beverly Hills Housing Code.



HOUSING OFFICIAL INSPECTION REPORT

COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH
 DISTRICT OFFICE: HOLLYWOOD WILSHIRE E • CHIEF: KENNETH MARKS
 3530 WILSHIRE BLVD, LOS ANGELES, CA 90010 • Phone: (213) 351-7896
 WWW.PUBLICHEALTH.COUNTY.GOV/EN



Facility Name: THE SOVEREIGN APTS		Inspection Date: 9/30/2013							
Owner/Permittee: UNKNOWN		Re-inspection Date: 10/21/2013							
Facility Address: 350 N CRESCENT DR		City/Zip: BEVERLY HILLS, CA 90210	Phone #: (310) 892-8898						
Email Address 1: NONE SPECIFIED		Email Address 2: NONE SPECIFIED							
EHS: PERSEUS DA DE LA CRUZ		Time In: 06:24 AM	Time Out: 03:32 PM						
EII Office Number: (213) 351-7896		Program Identifier: N/A	Service: ROUTINE INSPECTION						
FA: FA0099221	PR: PR0101072	SR: N/A	PE: 2472						
		Result: CORRECTIVE ACTION / FOLLOW UP REQUIRED							
		Action: REINSPECTION REQUIRED							
17 violation(s) observed at the time of the inspection <table style="float: right; margin-left: 20px;"> <tr> <td>Referrals:</td> <td>B & S</td> <td>Fire</td> <td>Zoning</td> <td>MAD/VDC</td> <td>Other</td> </tr> </table>				Referrals:	B & S	Fire	Zoning	MAD/VDC	Other
Referrals:	B & S	Fire	Zoning	MAD/VDC	Other				

The checked items represent Health Code violations for the units or areas specified and must be corrected by the compliance date(s) given above, unless otherwise stated in the body of the report. All violations, including violations existing in units not inspected, shall be corrected in a workmanlike manner to conform with all state and local regulations. Obtain any necessary approvals and/or permits before commencing repairs or construction.

VIOLATION CATEGORY

VERMIN	Unit Count	Unit		Premises		APPLIANCE FURNISHING	Unit Count	Unit		Premises	
		Critical	Non-Crit	Critical	Non-Crit			Critical	Non-Crit	Critical	Non-Crit
Cockroaches						Appliances					
Fleas						Bedding					
Mosquitoes						Furniture					
Mites / Fleas						Counter, Cabinet, Vanities, Shelving, etc.					
Bedbugs						OCCUPANCY		Unit		Premises	
Rats / Mice								Critical	Non-Crit	Critical	Non-Crit
PLUMBING		Unit		Premises		Illegal Conversions					
		Critical	Non-Crit	Critical	Non-Crit	Unapproved Use					
No Water						Overcrowding					
No Hot Water						LIGHTING		Unit		Premises	
Water Line								Critical	Non-Crit	Critical	Non-Crit
Cross Connection						Inadequate Lighting	2				
Inadequate Flow	8					SANITATION		Unit		Premises	
Sewer / Drain Lines								Critical	Non-Crit	Critical	Non-Crit
ELECTRICAL		Unit		Premises		Common Restroom					
		Critical	Non-Crit	Critical	Non-Crit	Laundry Room / Rec Room					
Cover Plates	1					Refuse Area / Bins					
Outlet / Fixtures						Cast - Oils / Debris / Waste					
Wiring						Animals					
TOILET		Unit		Premises		STRUCTURE		Unit		Premises	
		Critical	Non-Crit	Critical	Non-Crit			Critical	Non-Crit	Critical	Non-Crit
Tank / Base / Bowl / Other	3					Wall / Ceiling / Floor - General	9				
SINKS		Unit		Premises		Wall / Ceiling / Floor - Peeling Paint	16				
		Critical	Non-Crit	Critical	Non-Crit	Wall / Ceiling / Floor - Suspended Mold	4				
Faucet Fixtures						Window / Screens	2				
Sink Basin	3					Ventilation	9				
BATH / SHOWER		Unit		Premises		Roof					
		Critical	Non-Crit	Critical	Non-Crit	Stairs					
Tub / Shower Stall	1					Vent Screens					
Fixtures						MISCELLANEOUS		Unit		Premises	
COMFORT HEAT		Unit		Premises				Critical	Non-Crit	Critical	Non-Crit
		Critical	Non-Crit	Critical	Non-Crit	Responsible Person					
Inoperable						Permit Available					
Unapproved Type											
Missing											

US Mail

PIC/Owner Signature

PERSEUS DA DE LA CRUZ
EHS Signature

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HOUSING OFFICIAL INSPECTION REPORT
 COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH
 DISTRICT OFFICE: HOLLYWOOD WILSHIRE E ♦ CHIEF: KENNETH MARKS
 3530 WILSHIRE BLVD, LOS ANGELES, CA 90010 - Phone: (213) 351-7896
 WWW.PUBLICHEALTH.LACOUNTY.GOV/EH



Facility Name: THE SOVEREIGN APTS		Inspection Date: 9/30/2013	
Facility Address: 350 N CRESCENT DR	City/Zip: BEVERLY HILLS, CA. 90210	Phone #: (310) 892-6896	
FA: FA0068221	PR: PR0101072	SR: N/A	PE: 2472

NON-CRITICAL VIOLATIONS	
Tub / Shower Stall	<p>Violation: Tub/Shower Stall - Unit</p> <p>Violation Text: Dwelling units shall have an approved bathtub or shower, in good repair. 11.16.050; 11.20.140; 11.20.160; 11.20.170; 11.20.190; 11.20.340</p> <p>Corrective Action: Repair/replace all damaged, missing, broken, cracked, malfunctioning, or deteriorated bath tubs/shower stalls or their fixtures. Observed slow draining shower stall drain lines at main bathroom for unit 105.</p>
Wall / Ceiling / Floor - Suspected Mold	<p>Violation: Wall/Ceiling/Floor - Suspected Mold - Unit</p> <p>Violation Text: Walls / Ceilings / Floors shall be maintained in good repair or condition. 11.20.140; 11.20.160; 11.20.170; 11.20.190; 11.20.340;</p> <p>Corrective Action: 1. Remove suspected mold from all walls, ceilings, and floors. Observed the following: A. Suspect mold/organic matter build up on walls to the closet for unit # 201. B. Organic matter build up on the ceilings of the shower stall for unit 214. C. Organic matter build up on the ceilings inside the shower stall at bathroom for unit 305.</p> <p>***Use mold safe work practices when removing more than 10 square foot of mold like substance. Observed unit # 110 kitchen sealed off with plastic (pending mold remediation).</p>
Refuse Area / Bins	<p>Violation: Refuse Area/Bins - Premises</p> <p>Violation Text: Premises shall be maintained in a clean, sanitary condition, free from accumulations of garbage, rubbish, refuse and other wastes at all times. Garbage and putrescible matter, whether mixed with rubbish or other matter or not, shall be kept in watertight receptacles with close-fitting lids and with handles or balls. Such receptacles shall be thoroughly cleaned each time their contents are removed. 11.16.020; 11.16.030; 11.16.050; 11.16.060 11.20.140; 11.20.160; 11.20.170; 11.20.180; 11.20.190; 11.20.340; 11.30.010; 11.30.050; 11.30.060; 11.30.070; 11.30.080</p> <p>Corrective Action: Maintain trash bin area and containers clean and in good condition. Observed the following: A. accumulation of trash on the floors surrounding the trash bin at the garage level B. disrepaired door unit and ceiling panel above the trash chute located at the 3rd floor.</p>
Window / Screens	<p>Violation: Windows/Screens - Unit</p> <p>Violation Text: Windows and other openings in the exterior walls of dwellings shall be provided with approved screening of at least 16 mesh set in tight-fitting frames. 11.20.160; 11.20.170; 11.20.190; 11.20.330; 11.20.340; 11.30.010; 11.30.050</p> <p>Corrective Action: Repair/replace all damaged/missing sliding door/ window screens. Window screens shall be 16" mesh or smaller in tight fitting frames. Observed: A. Disrepaired door screen for the patio door at unit 201. B. unsecured window screens at living room for unit 201 C. Cracked glass windows, as seen at the children's bedroom for unit 201. D. Loose window screens, as seen at the patio area for unit Penthouse # 1.</p>
Wall / Ceiling / Floor - General	<p>Violation: Wall/Ceiling/Floor - General - Unit</p> <p>Violation Text: Walls / Ceilings / Floors shall be maintained in good repair or condition. 11.20.140; 11.20.160; 11.20.170; 11.20.190; 11.20.340;</p> <p>Corrective Action: Repair/replace all damaged, cracked, or deteriorated walls/ceilings. Observed the following: A. Damaged wall behind the front door for unit #112</p>

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 EHS Signature



HOUSING OFFICIAL INSPECTION REPORT
 COUNTY OF LOS ANGELES * DEPARTMENT OF PUBLIC HEALTH
 DISTRICT OFFICE: HOLLYWOOD WILSHIRE E * CHIEF: KENNETH MARKS
 3530 WILSHIRE BLVD, LOS ANGELES, CA 90010 - Phone: (213) 351-7896
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Facility Name: THE SOVEREIGN APTS		Inspection Date: 03/30/2013	
Facility Address: 350 N CRESCENT DR		City/Zip: BEVERLY HILLS, CA 90210	Phone #: (310) 892-8868
FA: FA0005221	PR: PR0101072	SR: N/A	PE: 2472

B. Cracks on the walls at shower stall for unit 201.
 C. Unfinished ceiling panel above the entrance hallway for unit 310
 D. Cracks on the ceilings at living room area for unit 313
 E. Cracks on the ceilings at living room / kitchen area for unit 303.
 F. Cracks on the ceilings on living room for unit 304.
 G. Cracks on the ceilings at the hallway and office room area inside unit Penthouse # 1.
 H. Water damaged floor carpets on the den, close to the windows at Penthouse # 1
 I. Cracks on the living room ceilings at unit # 305.

Repair/replace all torn, deteriorated, worn, loose, damaged, or cracked floors or floor coverings. Observed the following:
 A. Torn/ripped carpet by the kitchen area for unit 312.
 B. Buckling carpet floors at unit 313.
 C. Buckling carpet floors through out unit # 305.

Sewer / Drain Lines

Violation: Sewer/Drain Lines - Premises

Violation Text: Plumbing fixtures shall be supplied with hot and cold running water under pressure. Plumbing fixtures shall be in good repair. Water lines shall be free from any back siphonage conditions. 11.20.140; 11.20.190; 11.20.260 11.16.050; 11.20.140; 11.20.160; 11.20.170; 11.20.190; 11.20.340 CCR Title 25/ Div 1/ Ch 1/ Sub Ch 1/ Art 5/ Sect 32 (a); 11.20.140; 11.20.190; 11.20.260

Corrective Action: Maintain all sewer/drain lines and plumbing fixtures free from defects. Observed the following:
 A. Active drainline dripping above garage parking # 7.
 B. Leaking drain line in front of garage parking # 35.

Wall / Ceiling / Floor - General

Violation: Wall/Ceiling/Floor - General - Premises

Violation Text: Walls / Ceilings / Floors shall be maintained in good repair or condition. 11.20.140; 11.20.160; 11.20.170; 11.20.190; 11.20.340;

Corrective Action: 1. Repair/replace all damaged, cracked, or deteriorated common area walls/ceilings. Observed the following:
 A. Deteriorated walls in front of unit 301.
 B. Water stained/cracks on the ceilings at hallway close to the exit door, as seen at 3rd floor level.
 C. Peeling paints on the walls of the left side stairway. As seen between 2nd and 1st floor level.
 D. Cracked glass walls at the 1st floor level area by the elevator area.
 E. Disrepaired wall insulation panels through out the area where the airconditioning compressors are located.

2. Repair/Replace all damaged/missing common area doors. Observed peeling paint on the door at the hallway close to unit 203

Wall / Ceiling / Floor - Peeling Paint

Violation: Wall/Ceiling/Floor - Peeling Paint - Unit

Violation Text: Walls / Ceilings / Floors shall be maintained in good repair or condition. 11.20.140; 11.20.160; 11.20.170; 11.20.190; 11.20.340;

Corrective Action: Repair/replace all peeling, blistered, or deteriorated paint on walls, wall coverings (including areas within cabinets or behind drawers), doors, ceilings, and floors. Observed the following:
 A. Blistered walls at the 2nd bathroom for unit 201
 B. Blistered walls at kitchen area for unit 207
 C. Blistered walls on the bathtub area for unit 209
 D. Blistered walls at shower stalls for unit 312.
 F. Blistered wall on bathroom area ; blistered walls and ceilings at kitchen area for unit 307.
 G. Peeling paint on the ceilings above the hallway for unit 113
 H. Peeling paint on the cabinet door at the hallway for unit 114
 I. Peeling paints on the shower stall walls at bathroom for unit 206
 J. Peeling paint on the front doors for units 204, 214, 213, 212, 211, 310, 314, 306, Penthouse # 1.

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Facility Name: THE SOVEREIGN APTS		Inspection Date: 9/30/2013	
Facility Address: 350 N CRESCENT DR		City/Zip: BEVERLY HILLS, CA 90210	Phone #: (310) 892-8808
FA: FA0096221	PR: PR01D1072	SR: N/A	PE: 2472

Sink Basin	<p>Violation: Sink Basin - Unit</p> <p>Violation Text: Dwelling units shall have approved sinks, in good repair. 11.16.050; 11.20.140; 11.20.160; 11.20.170; 11.20.190; 11.20.340</p> <p>Corrective Action: Repair/ replace all damaged, missing, broken, malfunctioning, cracked, deteriorated, or leaking sinks. Observed the following: A. non-working garbage disposal system for unit 103. B. non-working sink stopper at 2nd bathroom hand wash sink at unit 104. *** Investigate the source of "sulfur smell" at the bathroom hand wash sink for unit 107. Repair/replace as needed. As alleged by tenant, but was not verified by the department at the time of inspection</p>
Ventilation	<p>Violation: Ventilation - Unit</p> <p>Violation Text: All toilet rooms, bath and shower rooms and utility rooms shall be adequately ventilated to the outside atmosphere. 11.20.160; 11.20.170; 11.20.190; 11.20.330; 11.20.340; 11.</p> <p>Corrective Action: 1. Repair/replace all inoperable, or missing mechanical ventilation in all units. Units 201, 214, 311, 312, 314, 302, 304, 303, Penthouse # 2 stated performance issues for the airconditioning. *Management is already aware of the issue*</p> <p>2. Repair/replace all damaged, broken, inoperable, or malfunctioning mechanical ventilation. Observed loose/unsecured vent panel at unit 303.</p>
Cover Plates	<p>Violation: Cover Plates - Unit</p> <p>Violation Text: Fixtures/Cover Plates/Outlets shall be maintained in good repair in the dwelling units and common areas. 11.20.140; 11.20.160; 11.20.190; 11.20.340</p> <p>Corrective Action: Repair/ replace all damaged, defective, worn, or missing cover plates in units. Observed loose thermostat cover plate at unit 211.</p>
Inadequate Lighting	<p>Violation: Inadequate Lighting - Unit</p> <p>Violation Text: Adequate light shall be provided in toilet rooms, bath and shower rooms, utility rooms, and common areas (i.e. hallway, laundry room, recreation room, etc.). 11.20.160; 11.20.190; 11.20.340</p> <p>Corrective Action: Repair/replace all damaged, malfunctioning, missing or deteriorated required lighting fixtures and their components. Observed the following: A. loose light fixture unit at hallway area for unit 205. B. non-working lights inside the bathroom for unit 211.</p>
Tank / Base / Bowl / Other	<p>Violation: Tank/Base/Bowl/Other - Unit</p> <p>Violation Text: Dwelling units shall have an approved toilet or privy structure in good repair. 11.20.140; 11.20.160; 11.20.170; 11.20.180; 11.20.190; 11.20.340</p> <p>Corrective Action: Repair/replace all damaged, cracked, broken, malfunctioning, deteriorated, or leaking toilets and their components. Observed the following: A. wobbly/improperly secured toilet seat unit at main bathroom for unit 201 B. non-working toilet (non-flushing) at 2nd bathroom for unit 201. C. non-working toilet (non-flushing) for the 2nd bathroom at unit 208. D. improperly secured toilet seat at the bathroom for unit 211.</p>

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 PIC/Owner Signature

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 EHS Signature

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Facility Name: THE SOVEREIGN APTS		Inspection Date: 9/30/2013	
Facility Address: 350 N CRESCENT DR	City/Zip: BEVERLY HILLS, CA 90210	Phone #: (310) 892-6900	
FA: PA0096221	PR: PR0101072	SR: N/A	PE: 2472

Cast - Offs / Debris / Waste	<p>Violation: Cast-Offs/Debris/Waste - Premises</p> <p>Violation Text: Premises shall be maintained in a clean, sanitary condition, free from accumulations of garbage, rubbish, refuse and other wastes at all times. Garbage and putrescible matter, whether mixed with rubbish or other matter or not, shall be kept in watertight receptacles with close-fitting lids and with handles or baits. Such receptacles shall be thoroughly cleaned each time their contents are removed. 11.16.020; 11.16.030; 11.16.050; 11.16.060 11.20.140; 11.20.160; 11.20.170; 11.20.180; 11.20.190; 11.20.340; 11.30.010; 11.30.050; 11.30.060; 11.30.070; 11.30.080</p> <p>Corrective Action: Remove unlawful rodent or pest harborage conditions; store necessary items with at least 18 inches of clearance space above the ground or floor. Observed cast off items (boxes/ unused baby carseats etc.) on the floors of the garage area.</p>
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Inadequate Flow	<p>Violation: Inadequate Flow - Unit</p> <p>Violation Text: Plumbing fixtures shall be supplied with hot and cold running water under pressure. Plumbing fixtures shall be in good repair. Water lines shall be free from any back siphonage conditions. 11.20.140; 11.20.190; 11.20.260 11.16.050; 11.20.140; 11.20.160; 11.20.170; 11.20.190; 11.20.340 CCR Title 25/ Div 1/ Ch 1/ Sub Ch 1/ Art 5/ Sect 32 (a); 11.20.140; 11.20.160; 11.20.260</p> <p>Corrective Action: Provide water of at least 110 degrees Fahrenheit and cold running water under pressure to all plumbing fixtures at all times. Observed the following:</p> <ul style="list-style-type: none"> A. Low cold water pressure for the bathroom sink at units # 104. B. Low hot water pressure at masterbedroom handwash sink for unit # 201 C. Insufficient water cold water pressure for bathroom handwash sink at unit 204 D. Low water pressure for the 2nd bathroom handwash sink at unit 208 E. Low hot water pressure for the 2nd bathroom handwash sink at unit 314. F. No Hot water at bathroom bath tub and handwash sink at unit 303. G. Low cold water pressure at bathroom handwas shink for unit 304 H. Low water pressure for the handwash sink at 2nd bathroom for unit 208.
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OVERALL INSPECTION COMMENTS

<p>*Joint inspection with BH Code Enforcement as requested by Mr. Terrence May et al Prop manager: Steve Bloem @ 310 569 2980</p>
--

UNITS INSPECTED/NOT AVAILABLE

Number of unit(s) the tenant stated no violations:	4
Number of unit(s) not available for inspection:	0
Number of inspected unit(s) without violations:	6

US Mail

 PIC/Owner Signature

PERSEUS DA DE LA CRUZ

 EHS Signature



HOUSING OFFICIAL INSPECTION REPORT
 COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH
 DISTRICT OFFICE: HOLLYWOOD WILSHIRE E ♦ CHIEF: KENNETH MARKS
 3530 WILSHIRE BLVD, LOS ANGELES, CA 90010 - Phone: (213) 351-7896
WWW.PUBLICHEALTH.LACOUNTY.GOV/EH



It is improper and illegal for any County officer, employee or inspector to solicit bribes, gifts or gratuities in connection with performing their official duties. Improper solicitations include requests for anything of value such as cash, free services, paid travel or entertainment, or tangible items such as food or beverages. Any attempt by a County employee to solicit bribes, gifts or gratuities for any reason should be reported immediately to either the County manager responsible for supervising the employee or the Fraud Hotline at (800) 544-6881 or www.lacountyfraud.org. YOU MAY REMAIN ANONYMOUS.

Failure to correct the violations by the compliance date may result in additional fees.

Your signature on this form does not constitute agreement with its contents. You may discuss this content of this report by contacting the supervisor at the phone number of the Environmental Health office indicated on front page of this report. Until such time as a decision is rendered by this department, the content of this report shall remain in effect.

By signing below the Person in Charge/Owner understands the above noted violations and statements.

ADVISORIES / WARNINGS

CALIFORNIA STATE FRANCHISE TAX BOARD WARNING

Section 17274 and 24436.5 of the State Revenue and Taxation code provide, in part, that a taxpayer, who derives rental income from housing determined by the local regulatory agency to be substandard by reason of violation of State or local codes dealing with health, safety, or building, cannot deduct from State personal income tax and bank and corporation income tax, deductions for interest, depreciation or taxes attributable to such substandard structure where the substandard conditions are not corrected within six (6) months after notice of violation by the regulatory agency. THE DATE OF THIS NOTICE MARKS THE BEGINNING OF THAT SIX-MONTH PERIOD. The Department is required by law to notify the Franchise Tax Board of failure to comply with these code sections.

Please be advised that the above WARNING is for purpose of compliance with the State Revenue and Taxation Code only. Compliance with Health Laws as

LEAD CORRECTION ADVISORY

WARNING: You are hereby advised that corrections ordered by this report/official notice may disturb surfaces that may contain lead-based paint. Lead-based paint can be commonly found in housing built prior to 1978.

Prior to making any corrections ordered and in conjunction with repairs or rehabilitation, you must determine if lead is present in the dwelling unit/apartment/room. All corrective actions must be conducted in a manner that will protect occupants, workers, and other from exposure to contamination

For further information on lead hazards call 1(800) LA-4-LEAD.

OTHER INDOOR ENVIRONMENTAL HAZARDS

Exposure to internal environmental elements, such as asbestos, molds, and mildew, dust mites, droppings from cockroaches and rodents, carbon monoxide, formaldehyde, pesticides, and radon also contribute to unhealthy housing environments. All corrective actions must be conducted in a manner that will protect occupants, workers, and others from exposure to these elements.

US Mail

 PIC/Owner Signature

PERSEUS DA DE LA CRUZ

 EHS Signature

Help us serve you better by completing a short survey. Visit our website at www.publichealth.lacounty.gov/eh.



HOUSING OFFICIAL INSPECTION REPORT
 COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH
 DISTRICT OFFICE: HOLLYWOOD WILSHIRE E ♦ CHIEF: KENNETH MARKS
 3530 WILSHIRE BLVD, LOS ANGELES, CA 90010 - Phone: (213) 351-7896
WWW.PUBLICHEALTH.LACOUNTY.GOV/EH



HEALTHY HOMES ADVISORY

The potentially hazardous condition(s) marked below were observed on your property. These conditions could cause harm/injury to persons on the property or lead to costly repairs. The Environmental Health Division recommends correcting the following checked item(s).

WATER INTRUSION - CAN LEAD TO MOLD GROWTH AND COSTLY STRUCTURAL DAMAGE	Check
Building lacking rain gutter systems - can lead to pooling of water on the roof and/or water intrusion into the building.	
Sprinklers hitting building - can cause water damage on interior/exterior walls/surfaces.	
Drainage issues - improper water drainage can lead to water intrusion into the units.	
TRIP/FALL - UNSAFE CONDITIONS CAN CAUSE ACCIDENTS AND INJURIES	
Poor traction - on common area walkways & stairs can result in slips & falls, especially when wet.	
Inadequate lighting - can result in poor visibility, safety hazards such as trips & falls, and other public safety issues.	
Child attractive nuisance - such as open trenches, wheelbarrow, unattended ladder, and exposed nails can attract a child to the hazard and become injured.	
POISONING - HAZARDOUS MATERIALS AND LEAD HAZARD EXPOSURE CAN CAUSE ACCIDENTAL POISONING	
Hazardous materials - paint cans/pesticides can cause injury if not properly stored away from children.	
Lead hazards - bare soil around buildings built before 1978 may contain lead that can poison children. Bare soil should be covered with grass or other ground cover. Do not allow children to play in areas with bare soil.	
PESTS	
Termites - can damage the building's structural integrity and compromise building safety.	
Bees, Wasps, Spiders, Ants or other venomous pests - can cause injury or illness through bites, stings, etc.	
SCALD/BURN - WATER TEMPERATURE ABOVE 120°F CAN CAUSE SCALD/BURN INJURIES	
Water too hot: over 120°F - can lead to scalding or burns, especially to young children and the elderly. Water temperatures at the fixtures should be no more than 120°F to prevent burns. Minimum requirements for hot water is at 110°F per State law (25 CRR § 32(a)).	

US Mail

 PIC/Owner Signature

PERSEUS DA DE LA CRUZ

 EHS Signature

Help us serve you better by completing a short survey. Visit our website at www.publichealth.lacounty.gov/eh.



SWIMMING POOL OFFICIAL INSPECTION REPORT

COUNTY OF LOS ANGELES • DEPARTMENT OF PUBLIC HEALTH
 DISTRICT OFFICE: HOLLYWOOD WILSHIRE E • CHIEF: KENNETH MARKS
 3530 WILSHIRE BLVD, LOS ANGELES, CA 90010 - Phone: (213) 351-7896
WWW.PUBLICHEALTH.LACOUNTY.GOV/EI



Facility Name: THE SOVEREIGN APTS				Inspection Date: 9/30/2013	
Owner/Permittee: UNKNOWN				Re-inspection Date: 10/21/2013	
Facility Address: 350 N CRESCENT DR		City/Zip: BEVERLY HILLS, CA 90210		Phone #:	
Email Address 1:			Email Address 2: NONE SPECIFIED		
EHS: PERSEUS DA DE LA CRUZ			Time In: 04:07 PM	Time Out: 05:19 PM	
EH Office Number: (213) 351-7896		Program Identifier: 001			
FA: FA0086221	PR: PR0055162	SR: N/A	PE: 0001	Service: ROUTINE INSPECTION	
Violation(s) observed at the time of the inspection				Result: CORRECTIVE ACTION / FOLLOW UP REQUIRED	
				Action: REINSPECTION REQUIRED	

Free Cl₂

7.2 ppm

pH Level

2.0

Cyanuric Acid

_____ ppm

The checked items represent Health Code violations and must be corrected by the compliance date(s) given above, unless otherwise stated in the body of the report.

VIOLATION CATEGORY

SAFETY EQUIPMENT / SIGNS	OUT	POOL EQUIPMENT / TURNOVER	OUT
1. Life Ring With Attached Rope		32. Pool Turnover - Water Recirculation	
2. Body Hook Attached to Pole		33. Recirculation System - Operate When Open	
3. Sign - Legible & Clearly Visible From Pool Deck		34. Recirculation Pump - Repair / Replace / Approved	
4. Sign - "No Lifeguard on Duty"		35. Filter - Backwash / Repair / Replace / Approved	
5. Sign - Artificial Respiration + CPR		36. Inlet Pressure Gauge Before The Filter	
6. Sign - Emergency Information		37. Vacuum Gauge Before The Pump	
7. Sign - Occupant Capacity		38. Flowmeter - Provide / Repair / Clean / Replace	
8. Sign - "Keep Closed"		39. Automatic Chlorinator - Provide / Repair / Replace / Approved	
9. Sign - Diarrhea Warning		40. No Direct Connection to a Sewer/Drainage system	
10. Sign - Spa Use Precaution		41. Proper Disposal of Wastewater	
11. Sign - "No Diving Allowed"		42. Pool Equipment Room - Clean	
12. Sign - Spa/Emergency Shut-Off switch		43. Suction Vacuum Release System (SVRS)	
13. Sign - Spray Ground Pools "Do Not Drink Water"		DECK EQUIPMENT / MARKINGS	
DISINFECTION / CHEMICAL LEVELS		OUT	
14. Free Chlorine Residual Without Stabilizer		44. Unobstructed Deck / Good Repair	
15. Free Chlorine Residual With Stabilizer		45. Depth Marker Tee - Provide / Replace	
16. Chlorine Level Too High (>10 ppm)		46. Depth Markers on Deck	
17. Combined Chlorine Level Too High (>0.5 ppm)		47. Coping - Repair / Replace	
18. pH - Not in an Acceptable Range		48. Skimmer - Adequate Skimming / Repair / Replace	
19. Cyanuric Acid (Stabilizer)		49. Suction Outlet Cover - Replace / Secure	
20. Chlorine Tablets in Skimmer / Floating Chlorinator		50. Handrail - Repair / Replace / Secure / Provide	
WATER CLARITY / POOL SHELL CLEANLINESS		OUT	
21. Pool Water - Cloudy / Turbid / Green		51. Ladder/Grab Rails - Repair / Replace / Secure / Provide	
22. Algae Growth		52. Hose Bibb Backflow Protection	
23. Vacuum / Brush Pool / Dirt / Leaves / Debris		53. Diving Boards	
24. Clean Water Line Tile		54. Pool Enclosure - Repair / Self-Closing / Latching	
25. Pool Plaster Deteriorating / Repair / Replaster		55. Underwater Light(S) - Repair / Secure in Niche / Provide	
RESTROOMS		OUT	
26. Restroom - Toilets / Urinals / Lavatories - Clean / Repair		56. Lighting - Deck Area - Adequate / Provide	
27. Restroom - Dispensers / Towels / Soap / Toilet Tissue		OTHER	
28. Shower Facilities - Clean / Repair		OUT	
29. Showers - Soap Dispenser or Containers / Filled with Soap		57. Pool Maintained by Certified Pool Technician	
30. Showers / Lavatories - Hot / Cold Water / Temperature (110°)		58. Record Keeping	
31. Dressing Rooms - Clean / Repair		59. Construction / Equipment Change Made Without Prior Approval	
		60. Pool Closed	
		61. Drained Pool or Spa Inspection	

_____ PIC/Owner Signature
 _____ PERSEUS DA DE LA CRUZ EHS Signature
 Help us serve you better by completing a short survey. Visit our website at www.publichealth.lacounty.gov/ei.
 Page 1 of 2



SWIMMING POOL OFFICIAL INSPECTION REPORT
 COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH
 DISTRICT OFFICE: HOLLYWOOD WILSHIRE E ♦ CHIEF: KENNETH MARKS
 3530 WILSHIRE BLVD, LOS ANGELES, CA 90010 - Phone: (213) 351-7896
WWW.PUBLICHEALTH.LACOUNTY.GOV/PH



Facility Name: THE SOVEREIGN APTS		Inspection Date: 8/30/2013	
Facility Address: 350 N CRESCENT DR.		City/Zip: BEVERLY HILLS, CA 90210	Phone #: (310) 802-8898
FA: FA0096221	PR: PR0055162	SR: IWA	PE: 3801

CRITICAL VIOLATIONS

SAFETY EQUIPMENT / SIGNS	<p><i>Violation:</i> Sign legible & clearly visible from pool deck - 36 3120B.1</p> <p><i>Violation Text:</i> All signs shall have clearly legible letters or numbers not less than 4 inches high, unless otherwise required in this section, affixed to a wall, pole, gate or similar permanent structure in a location visible to all pool users.</p> <p><i>Corrective Action:</i> Provide permanently safety signs that are legible and visible to all pool users.</p> <p align="center">Observed faded out signs at the pool area.</p>
SAFETY EQUIPMENT / SIGNS	<p><i>Violation:</i> Sign - Diarrhea Warning - 36 3120B.11</p> <p><i>Violation Text:</i> A sign in letters at least 1 inch high and in a language or diagram that is clearly stated shall be posted at the entrance area of a public pool which states that persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool water.</p> <p><i>Corrective Action:</i> Provide a diarrhea warning sign stating "Persons having currently active diarrhea or diarrhea within the previous 14 days shall not be allowed to enter the pool water" in letters at least 1 inch high.</p> <p align="center">Observed missing "Diarrhea Warning" sign.</p>

NON-CRITICAL VIOLATIONS

DECK EQUIPMENT / MARKINGS	<p><i>Violation:</i> Pool enclosure - repair / self-latching - 36 3119B</p> <p><i>Violation Text:</i> All parts of the pool and related pool facilities and equipment shall be maintained in good repair. Gates and doors shall be equipped with self-closing and self-latching devices no lower than 42 in. and no greater than 44 in. from the deck or walkway.</p> <p><i>Corrective Action:</i> Maintain all parts of the pool enclosure including doors, gates and latches in good repair. Maintain gates and doors into the pool enclosure with self-closing, self-latching devices no lower than 42 in. and no greater than 44 in. from the deck or walkway.</p> <p align="center">Observed disrepaired/ one missing pool enclosure railing.</p>
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OVERALL INSPECTION COMMENTS

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By signing below the Person in Charge/Owner understands the above noted violations and statements.

<p>_____ PIC/Owner Signature</p>	<p>_____ PERSEUS DA DE LA CRUZ EHS Signature</p>
<p>Help us serve you better by completing a short survey. Visit our website at www.publichealth.lacounty.gov/ph.</p>	
<p>Page 2 of 2</p>	

Ontario Refrigeration
 Commercial Air Conditioning
 Heating & Controls

Since 1958

WORK AUTHORIZATION

Ontario, CA (909) 984-2771 FAX (909) 988-7522
 Glend lo, CA (818) 247-5200 FAX (818) 247-8372
 Costa Mesa, CA (714) 548-6400 FAX (714) 548-6438

S n Diego, CA (8) 675-8300 FAX (858) 675-6311
 Phoenix, AZ (480) 350-1200 FAX (480) 377-9148
 Ventura, CA (805) 919-5500 FAX (805) 981-7058
 Las Vegas, NV (702) 553-1440 FAX (702) 214-0870

Contact:

Invoice To:

Address:

City:

Agreement Number: PENDING

Job Name: XENON INV.

Job Address: 350 N CRESCENT DR

Job City: BEVERLY HILLS 90210

The undersigned hereby authorizes and directs ONTARIO REFRIGERATION, to furnish the following labor and materials substantially described below:

Model #

Serial #

TO COME OUT AND PERFORM THE FOLLOWING WORK

- ① REPLACE COOLING TOWER VFD AND SENSOR.
- ② REPLACE CHILLED WATER FLOW SWITCH
- ③ REPLACE TXV
- ④ REPLACE L.L. DRYER
- ⑤ REPLACE 1ST STAGE CONTACTORS
- ⑥ LEAK CHECK AND REPAIR ACCESSIBLE LEAKS.
- ⑦ PERFORM COMPRESSOR START UP

NOTE: THIS DOES NOT INCLUDE CHECKING INDIVIDUAL APARTMENTS

Special Instructions: NOTE: IF CHILLED WATER RIGID OR CONDENSER RIGID HAS LEAKS. SYSTEM CAN NOT BE REPAIRED!

The total contract price is (\$ ~~10,293.00~~) \$ 9,770.00 PER PACB

THE FULL CONTRACT PRICE IS DUE AND PAYABLE UPON COMPLETION OF THE WORK.

C.O.D.

Charge

IMPORTANT NOTICE: This work authorization is for only work herein stated. Due to the incomplete operation of the system it cannot be checked further. When unit is operational and further testing is possible, you will be advised if further repairs are necessary an estimate submitted before work is done.

It is expressly agreed that the above work shall be and remain personal property, and the title to same is retained by ONTARIO REFRIGERATION, and shall not pass to the purchaser until the full contract price has been paid. In case of default by the purchaser, or of any of its obligations under this contract and it is necessary that same be placed in the hands of an attorney for enforcement, purchaser agrees to pay all including a reasonable attorney's fee. There are no warranties, expressed or implied, unless expressly set forth in this contract, and this contract contains the entire agreement of the parties. ONTARIO REFRIGERATION is not required to furnish labor without charge for the replacement of defective materials or equipment. ONTARIO REFRIGERATION shall not be liable for any delay, loss or damage caused by acts of God, strikes, accidents, or any other reason beyond its control.

ACCEPTED (SELLER):

ONTARIO REFRIGERATION

Name (Print/Type)

Title

Date

CA LIC. #315638

ACCEPTED (BUYER)

By Richard Mehta
 Signature (Authorized Representative)

Name (Print/Type)

Title

Date

NV LIC. #0074279

AZ LIC. #ROC 195449

Attachment 3

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from

[DATE] to [DATE] to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances which are *labeled* for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional

Attachment 4

Article 7. Remedies

4-5-701: ILLEGAL RENT OR WITHHOLDING OF RELOCATION FEES:

- A. It shall be unlawful for any landlord wilfully to demand, accept, receive, or retain any payment of rent in excess of the maximum lawful rent permitted for an apartment unit by this chapter after receiving written notice from the city that such payment does or will exceed such allowable maximum.

- B. It shall be unlawful for any landlord wilfully to fail to provide any tenant with any relocation benefit to which such tenant is entitled after receiving written notice from the city that such relocation benefit is due and owing to such tenant. (1962 Code § 11-7.01)

4-5-702: REDUCTION OF HOUSING SERVICES:

It shall be unlawful for any landlord to reduce housing services with the intent, or for the purpose, of circumventing substantially the requirements and/or provisions or spirit of this chapter. A violation of this section shall be deemed an increase in rent to the extent of the monetary advantage achieved thereby for the landlord or to the extent necessary for the tenant to incur expenses to gain equivalent housing services by other means, whichever is greater. Any such violation shall accordingly be subject to the tenants' remedies prescribed in sections 4-5-704 and/or 4-5-705 of this article. (1962 Code § 11-7.02)

4-5-703: UNLAWFUL EVICTIONS:

- A. A landlord shall not issue or cause to be issued a notice of termination of tenancy in order to circumvent the application of this chapter. For the purposes of this section, a notice of termination of tenancy shall include any notice, oral or written, given to a tenant for the purpose of having the tenant vacate an apartment unit. The failure of a landlord to withdraw any such notice of termination of tenancy after the landlord has been given written notice by the city manager or his designee or by the city attorney that such notice of termination of tenancy is in violation of the provisions of this chapter shall constitute prima facie evidence of the intent of the landlord to circumvent the application of this chapter and shall be unlawful.

- B. It shall be unlawful for a landlord to evict, or to attempt to evict, a tenant or to regain, or attempt to regain, the possession of an apartment unit upon a pretext that the landlord desires occupancy for himself or herself or some relative in order to circumvent the application of this chapter. A tenant in such circumstances may refuse to deliver possession of the apartment unit and may establish the landlord's subterfuge as a defense in any action brought by the landlord to recover the possession of the apartment unit. Additionally, in the event a violation of this section is discovered by the tenant after the possession of an apartment unit has been regained by the landlord, such landlord shall be liable to the dispossessed tenant in a civil action for treble the amount of the rent which would have been payable by the tenant had the tenant not been dispossessed, and for the entire period of the dispossession, not exceeding six (6) months; and in any such action the tenant shall also be entitled to payment by the landlord of the tenant's reasonable attorney fees and costs as determined by the court. (1962 Code § 11-7.03)

4-5-704: REFUSAL TO COMPLY WITH ILLEGAL REQUESTS:

- A. A tenant may refuse to pay any increase in rent which is in violation of the provisions of this chapter, and such violation shall be a defense in any action brought to recover the possession of an apartment unit or to collect rent.
- B. In addition to the remedies set forth in subsection A of this section, in any action brought to recover the possession of an apartment unit, the court may consider as grounds for denial any violation of any provision of this chapter. In addition, a court determination that the action was brought in retaliation for the exercise of any right conferred by this chapter shall also be grounds for denial. (1962 Code § 11-7.04)

4-5-705: CIVIL REMEDIES:

Whenever it is necessary for any tenant to file a court action to recover the payment of rent which was in excess of the maximum lawful rent allowed by the provisions of this chapter, or to collect any relocation fee provided for in this chapter, or whenever it is necessary for the tenant to defend against any wrongful action filed in court against the tenant by the landlord to recover the possession of the tenant's apartment unit, the landlord shall be liable to the tenant for damages in the amount of five hundred dollars (\$500.00) or not more than three (3) times the amount by which the payment or payments demanded, accepted, received, or retained exceed the lawful amount of rent or relocation fees due to the tenant, whichever is greater. The prevailing party in any such suit shall be entitled to reasonable attorney fees and costs as determined by the court. (1962 Code § 11-7.05)

4-5-706: PENALTIES:

Any person violating any of the provisions, or failing to comply with any of the requirements, of this chapter shall be subject to the penalties and punishment of title 1, chapter 3 of this code. (1962 Code § 11-7.06)

4-5-707: ADMINISTRATIVE PENALTIES:

No building, demolition, or moving permit shall be issued unless the applicant therefor has complied with all the provisions of this chapter applicable to the apartment unit or units on which the proposed work is to be done. No final map shall be approved unless it is found that the subdivider has complied with all the provisions of this chapter or any prior law of the city relating to rent stabilization applicable to the subdivision at the time the tentative map was approved. (1962 Code § 11-7.07)

4-5-202: WORDS DEFINED:

HOUSING SERVICES: All services connected with the use or occupancy of an apartment unit, including, but not limited to, repairs, replacement, maintenance, painting, light, heat, water, elevator service, laundry facilities and privileges, janitor service, refuse removal, furnishings, telephone, off street parking, and any other benefits, privileges, or facilities.

BEVERLY HILLS MUNICIPAL CODE

TITLE 4, CHAPTER 6 RENT STABILIZATION, PART II

4-6.01: APPLICATION:

The provisions of this chapter are applicable to all multiple residential dwellings consisting of two (2) or more units with the exception of those units within the existing rent stabilization provisions of Chapter 5 of this title, and those units excluded under subsections 4-5.102(a) through (e) of this title. (1962 Code § 12-1.01)

4-6.02: BASE RENT:

Except as provided in sections 4-6.04 and 4-6.05 of this chapter, the maximum rent which an apartment owner may charge for any dwelling unit regulated by this chapter is the monthly rental charged for such unit on April 30, 1986, plus any rental increases permitted by section 4-6.03 of this chapter. (1962 Code § 12-1.02; amd. 1988 Code)

4-6.03: RENTAL INCREASES:

An increase in rental above the base rental specified in section 4-6.02 of this chapter is permissible for any dwelling unit regulated by this chapter, subject to each of the following limitations:

- A. Only one increase shall be permissible within any twelve (12) month period; provided, further, that a twelve (12) month period shall have elapsed since the last increase.
- B. Such increase shall not exceed a maximum of ten percent (10%) of the rental then in effect.
- C. The tenant shall be given written notice of any such increase in accordance with the requirements of state law and the terms of any written lease or rental agreement applicable to the tenancy prior to the effective date of such increase. (1962 Code § 12-1.03; amd. Ord. 04-O-2449, eff. 6-18-2004)

4-6.04: WAIVER OF PROVISIONS OF THIS CHAPTER PROHIBITED:

- A. Any provision of an apartment rental agreement or lease, or any other agreement between a landlord and a tenant, which waives any provision of this chapter relating to the maximum amount of rent to be paid for an apartment unit, shall be deemed to be against public policy and shall be void, unless expressly authorized by state law.
- B. This amended section is applicable to any apartment rental agreement, lease, amendment or extension, that is subject to the provisions of this chapter and that is executed on or after December 29, 2000. This section, as it existed on December 29, 2000, shall continue to govern any apartment rental agreement, lease, amendment or extension, that is subject to the provisions of this chapter, and that was executed prior to December 29, 2000. (1962 Code § 12-1.04; amd. Ord. 01-O-2371, eff. 3-30-2001)

4-6.05: VACANCIES:

- A. Any dwelling unit regulated by this chapter that is: 1) "voluntarily vacated" by all tenants of that unit, as defined in section 4-5.202 of this title, or 2) vacated because the tenants are evicted for the reasons specified under section 4-5.502, 4-5.503, 4-5.504, 4-5.505, 4-5.507, or 4-5.508 of this title, may be subsequently rented at any amount mutually agreed upon by the landlord and the new tenant. The monthly amount agreed upon for the commencement of the tenancy shall be the base rental, and any subsequent rental increases shall be subject to the provisions of section 4-6.03 of this chapter.

Sec. 4-5.502. Failure to pay rent.

A landlord may bring an action to recover the possession of an apartment unit if the tenant has failed to pay the rent to which the landlord is entitled or any surcharge which has been lawfully imposed. (11-5.02; Amd. * 3, Ord. 91-0-2135, eff. January 9, 1992)

Sec. 4-5.503. Violations of obligations.

A landlord may bring an action to recover the possession of an apartment unit if the tenant has violated an obligation or covenant of the tenancy, including, but not limited to, any obligation in a written apartment rental agreement, other than the obligation to render possession upon proper notice, and has failed to cure such violation after having received written notice thereof from the landlord. (11-5.03)

Sec. 4-5.504. Maintenance of nuisances.

A landlord may bring an action to recover the possession of an apartment unit if the tenant is committing or permitting to exist a nuisance in, or is causing damage to, the apartment unit or to the appurtenances thereof, or to the common areas of the complex containing the apartment unit, or is creating an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the same or any adjacent building. (11-5.04)

Sec. 4-5.505. Illegal uses.

(a) A landlord may bring any action to recover the possession of an apartment unit if the tenant is using or permitting an apartment unit to be used for an illegal purpose.

(b) For the purposes of this Section, "illegal purpose" shall mean and include, but not be limited to, the occupancy of the apartment unit by a number of persons in excess of the following numbers:

Bachelor/single	3 persons
One bedroom of 1,200 square feet or less	4 persons
One bedroom in excess of 1,200 square feet	5 persons
Two (2) bedrooms of 1,500 square feet or less	5 persons
Two (2) bedrooms in excess of 1,500 square feet	6 persons
Three (3) bedrooms of 2,100 square feet or less	7 persons
Three (3) or more bedrooms in excess of 2,100 square feet	8 persons

(11-5.05)

Sec. 4-5.507. Refusal to provide access.

A landlord may bring an action to recover the possession of an apartment unit if the tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by an apartment rental agreement or by law, or for the purpose of showing the apartment unit to any prospective purchaser or mortgagee.

(11-5.07)

Sec. 4-5.508. Unapproved subtenants.

A landlord may bring an action to recover the possession of an apartment unit if the person in possession of the apartment unit at the end of the term of any apartment rental agreement is a subtenant who was not approved by the landlord. This Section shall not be deemed to invalidate any provision in any written apartment rental agreement pertaining to the assignment or subleasing of an apartment unit.

(11-5.08)

- B. At least twenty four (24) hours prior to the execution of a lease or rental agreement by a tenant, the landlord shall provide written notice to the prospective tenant, in the form and languages required by the city: 1) of the provisions of this chapter, including the amount of the annual rent increase that is allowed by this chapter; 2) of any parking restrictions in the area adjacent to the apartment building; 3) that at the termination of the lease agreement, unless the lease is extended or a new lease is entered into, a month to month tenancy will be created if the tenant holds over and the landlord accepts rent from the tenant; 4) that the month to month tenancy can be terminated at any time, if the landlord provides written notice to the tenant in accordance with the requirements of all applicable laws; 5) of the city's home occupation requirements; and 6) of state laws that establish certain rights and responsibilities of landlords and tenants. The landlord shall provide notice in a manner so that the prospective tenant receives the notice at least twenty four (24) hours prior to the execution of the lease or rental agreement. When the landlord provides the notice required by this subsection to the prospective tenant, the landlord shall have the prospective tenant acknowledge in writing that the tenant received the written notice, as required by this subsection. The landlord shall retain written documentation of compliance with this provision for the duration of the tenancy. There shall be a rebuttable presumption that the landlord did not provide the written notice to the tenant that is required by this section, if the landlord fails to produce said written documentation upon request.
- C. In addition to any other remedy for a violation of this code, if a landlord fails to provide the written notice required by subsection B of this section to the tenant, the landlord shall be subject to an administrative penalty pursuant to Title 1, Chapter 3, Article 3 of this code in the amount of five hundred dollars (\$500.00). The provisions of this subsection shall not be applicable to a lease or rental agreement that is entered into within six (6) months of the effective date hereof, or December 18, 2004. (1962 Code § 12-1.05; amd. Ord. 01-O-2371, eff. 3-30-2001; Ord. 04-O-2449, eff. 6-18-2004)

4-6.06: INVOLUNTARY TERMINATION OF TENANCIES BY LANDLORDS:

Written notice provided in accordance with state law shall be given to any tenant in order for a landlord to terminate the tenancy of a rental unit subject to this chapter. (1962 Code § 12-1.06; amd. Ord. 04-O-2449, eff. 6-18-2004)

4-6.07: WATER SERVICE PENALTY SURCHARGE:

- A. In addition to the rent otherwise permitted by this chapter, the landlord may pass through to the tenant of an apartment unit regulated by this chapter ninety percent (90%) of the cost of any water service penalties and/or surcharges imposed by the city pursuant to the water rate schedule established by resolution of the city council provided that the landlord installs water conservation plumbing fixtures in such unit in accordance with the requirements of Title 9, Chapter 4, Article 1 of this code or voluntarily installs, at the landlord's expense, low flow toilets or such other water saving toilets approved by the director of public works, showerhead restrictors and faucet aerators in such unit. If the landlord does not install such water conservation plumbing fixtures, the landlord shall be liable for and pay without any pass through to the tenant all penalties and/or surcharges imposed by the city on the landlord's apartment units.
- B. In order to qualify for the pass through authorized by subsection A of this section, the landlord shall:
 - 1. Notify all tenants, in a form required by the rent stabilization office, by registered or certified mail, of the provisions of this section and any other information required to be given by the rent stabilization office; and
 - 2. Provide all affected tenants with copies of the water bill for the applicable billing period and the basis for the calculation of the pass through. (Ord. 91-O-2118, eff. 5-24-1991)

4-6.08: REFUSE FEE SURCHARGE:

- A. In addition to the rent otherwise permitted by this chapter, the landlord may pass through to the tenant of an apartment unit regulated by this chapter the cost of any refuse fee imposed by the city pursuant to a resolution or ordinance of the city council.
- B. In order to qualify for the pass through authorized by subsection A, the landlord shall:
 - 1. Provide written notice, by registered or certified mail, to all tenants thirty (30) days in advance of the imposition of the pass through, of the provisions of this section, that the pass through is not part of the base rent, that the refuse fee may be increased by the city, and any other information required to be given by the rent stabilization office.
 - 2. Provide all tenants with a copy of the landlord's utility bill which sets forth the appropriate refuse fee and the basis for the calculation of the pass through. (Ord. 91-O-2135, eff. 1-9-1992)