



**Beverly Hills City Council Disruptive Tenant Application Hearing  
Committee will conduct a Special Meeting, at the following time and place,  
and will address the agenda listed below:**


**CITY HALL  
455 North Rexford Drive  
Council Chamber  
Beverly Hills, CA 90210**

**Tuesday, November 26, 2019  
3:00 PM**

**AGENDA**

- 1) Public Comment
  - a. Members of the public will be given the opportunity to directly address the Committee on any item listed on the agenda.
- 2) Continued Hearing on Disruptive Tenant Application for Susan Susman (Tenant) at 217 South Tower Drive, Unit 2 by Sharon Darnov, Manager of the Darnov Family Limited Partnership (Landlord) for the sole purpose of reviewing, revising and adopting the Resolution
  - a. Presentation of Resolution by Assistant City Attorney.
  - b. Review, discussion, possible revision of the draft resolution by the Subcommittee.
  - c. Adoption of the Resolution by the Subcommittee

3) Adjournment

  
Huma Ahmed, City Clerk

**Posted: November 22, 2019**

**A DETAILED LIAISON AGENDA PACKET IS AVAILABLE FOR REVIEW IN THE  
LIBRARY AND CITY CLERK'S OFFICE**



Pursuant to the Americans with Disabilities Act, the City of Beverly Hills will make reasonable efforts to accommodate persons with disabilities. If you require special assistance, please call (310) 285-1014 (voice) or (310) 285-6881 (TTY). Providing at least forty-eight (48) hours advance notice will help to ensure availability of services. City Hall, including the Council Chamber is wheelchair accessible.



## **STAFF REPORT**

**Meeting Date/Time:** November 26, 2019 at 3:00 P.M.

**To:** Honorable Mayor John Mirisch & Vice Mayor Lester Friedman

**From:** Susan Healy Keene, Director Community Development  
Helen Morales, Deputy Director of Rent Stabilization Division

**Subject:** DISRUPTIVE TENANT APPLICATION FOR SUSAN SUSMAN  
(TENANT) AT 217 SOUTH TOWER DRIVE, UNIT 2 BY SHARON  
DARNOV, MANAGER OF DARNOV FAMILY LIMITED  
PARTNERSHIP (LANDLORD)

**Attachment:** 1) Resolution Denying Disruptive Tenant Application

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### **INTRODUCTION**

On November 19, 2019 the subcommittee of the City Council comprised of the Honorable Mayor John Mirisch and Vice Mayor Lester Friedman (subcommittee), held a hearing on the Disruptive Tenant Application for Susan Susman (Tenant) who resides at 217 South Tower Drive, Unit 2, Beverly Hills CA 90211 (Application) from Sharon Darnov, Manager of the Darnov Family Limited Partnership (Landlord) (Attachment 1). The purpose of this continued hearing is to allow the subcommittee to review the draft resolution, make any revisions, and to adopt the resolution.

### **DISCUSSION**

The subcommittee complied with all the requirements of the disruptive tenant ordinance (BHMC §§ 4-5-514 and 4-6-6). The subcommittee heard the presentations of both the landlord and tenant and, following the closure of the presentation portion of the hearing, conducted their deliberations. After the conclusion of the deliberations, the subcommittee members casted their votes. Both subcommittee members, Mayor John Mirisch and Vice Mayor Lester Friedman, voted that the owner/applicant did not demonstrate that the tenant was a disruptive tenant as defined in the Beverly Hills Municipal Code and denied the application.

The subcommittee is required to reconvene and issue a written determination setting forth its decision approving or denying the application, with written findings in support thereof. This

Meeting Date: November 26, 2019

continued hearing is being held in accordance with that requirement to allow the subcommittee to review the draft resolution, make revisions, and adopt the resolution. The draft Resolution of Disruptive Tenant Application is included as Attachment 1.

Susan Healy Keene, AICP

Approved By

A handwritten signature in black ink that reads "Susan Healy Keene". The signature is written in a cursive, flowing style.

# ATTACHMENT 1

RESOLUTION NO. 19-R-\_\_\_\_\_

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS  
DISRUPTIVE TENANT APPLICATION HEARING COMMITTEE IN  
CONNECTION WITH THE DISRUPTIVE TENANT APPLICATION  
FILED BY SHARON DARNOV, LANDLORD OF THE BUILDING  
LOCATED AT 217 SOUTH TOWNER DRIVE IN THE CITY OF  
BEVERLY HILLS, WITH RESPECT TO SUSAN SUSMAN, TENANT  
OF UNIT NO. 2 OF THE BUILDING

WHEREAS, Section 4-5-514(A) of the Beverly Hills Municipal Code (“Municipal Code”) provides that a landlord may bring an action to recover possession of an apartment unit if: (1) the tenant repeatedly or continually disturbs the peaceful and quiet enjoyment of one or more tenants who occupy other rental units in the apartment building where the tenant resides or (2) antagonizes, intimidates or bullies one or more tenants who reside at that apartment building (“Disruptive Tenant”), and the Disruptive Tenant does not cease the behavior when requested to do so by the other tenant(s) or by the property owner or manager of the premises; and

WHEREAS, Section 4-5-514(B) of the Municipal Code provides that the landlord or the landlord’s representative may, at the sole option of the landlord, file an application with the City and request that a committee of the City Council make a determination that a tenant is a Disruptive Tenant, and if the committee determines that the tenant is a Disruptive Tenant, then the landlord or the landlord’s representative may serve the tenant with a written notice to terminate the tenancy in accordance with State law; and

WHEREAS, to prevail on an application, the landlord must carry the burden of demonstrating that the tenant has been a Disruptive Tenant; and

WHEREAS, the Beverly Hills City Council Disruptive Tenant Application Hearing Committee (“Committee”) is composed of two members of the City Council, being Mayor John Mirisch and Vice Mayor Lester Friedman; and

WHEREAS, on July 30, 2019, Sharon Darnov (“Landlord”), landlord of the building located at 217 South Tower Drive in the City (“Building”), filed an application on a form supplied by the City (“Application”) requesting the Committee to make a determination that Susan Susman (“Tenant”), the tenant of Unit No. 2 of the Building, is a Disruptive Tenant. The Application is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the City’s Rent Stabilization Division (“RSD”) determined that the Application was complete and, in accordance with Municipal Code Section 4-5-514(B)(4), scheduled a hearing on the Application before the Committee on September 9, 2019, which was taken off calendar at the request of the parties. The hearing was rescheduled to October 4, 2019, which was taken off calendar at the request of the parties. The hearing was rescheduled again to November 19, 2019, at 12:15 p.m. at City Hall, Council Chambers Room 280A (“Hearing”); and

WHEREAS the RSD provided notice of the Hearing to the Landlord and Tenant in accordance with Municipal Code Section 4-5-514(B)(4); and

WHEREAS, on November 19, 2019, the Committee held a full and fair Hearing, closed the presentations portion of the Hearing, and by unanimous vote determined to deny the Application; and

WHEREAS, the Committee continued the Hearing to November 26, 2019, for the sole purpose of issuing a written determination setting forth its decision to deny the Application;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF BEVERLY HILLS DISRUPTIVE TENANT APPLICATION HEARING COMMITTEE DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. The Committee hereby finds that it secured such information and documentation as necessary to render an informed decision and to result in a fair decision without unnecessary delay. A summary of the testimony presented at the Hearing upon which the Committee's decision is based is attached hereto as Exhibit B and incorporated herein. A summary of the documents, written declarations, and other evidence relevant to the Application that were submitted to the Committee prior to the conclusion of the presentations portion of the Hearing is attached hereto as Exhibit C and incorporated herein.

Section 2. The Committee hereby denies the Application. The Committee's written findings in support of such decision, including findings of facts and conclusions of law, are attached hereto as Exhibit D and incorporated herein.

Section 3. The RSD shall mail a written notice of the Committee's decision, together with a copy of this Resolution, to the Landlord and Tenant within two days of the adoption of this Resolution.

Section 4. The decision of the Committee is final. Such decision is subject to judicial review pursuant to California Code of Civil Procedure Section 1094.5, and must be filed in accordance with the time periods specified therein.

Section 5. The entire record of this matter is available for inspection during normal business hours in the office of the City Clerk and at the Rent Stabilization Division, Beverly Hills City Hall, 455 North Rexford Drive, Municipal Gallery, Beverly Hills, California 90210.

Section 6. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and her certification to be entered into the Book of Resolutions of the Council of this City.

Adopted:


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JOHN A. MIRISCH  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_(SEAL)  
HUMA AHMED  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

**EXHIBIT A**  
**APPLICATION**





Rent Stabilization Division  
455 North Rexford Drive, Room 200  
Beverly Hills, CA 90210  
Tel. (310) 285-1031  
Email. [bhrent@beverlyhills.org](mailto:bhrent@beverlyhills.org)

## DISRUPTIVE TENANT APPLICATION

Pursuant to Sections 4-5-514 and 4-6-6 of the Beverly Hills Municipal Code, a landlord may bring an action to recover possession of an apartment unit if: (1) the tenant repeatedly or continually disturbs the peaceful and quiet enjoyment of one or more tenants who occupy other rental units in the apartment building where the tenant resides or (2) antagonizes, intimidates or bullies one or more tenants who reside at that apartment building ("disruptive tenant") and the disruptive tenant does not cease the behavior when requested to do so by the other tenant(s) or by the property owner or manager of the premises.

Please use this form to file an application with the City and request that a subcommittee of the City Council make a determination that a tenant is a disruptive tenant. *This form must be completed and signed by the landlord or the landlord's representative.* PLEASE PRINT LEGIBLY, OR TYPE.

### Hearing Information

A hearing will be scheduled (but need not hold the hearing) within ten days of the filing of a complete application with the City. The rent stabilization program shall send written notice of the hearing to the landlord and the affected tenant by certified mail at least fifteen days prior to the date of the hearing.

### Contents as required by BHMC 4-5-514 and 4-6-6

Tenant's Name Susan Susman

Address 217 South Tower Drive, Beverly Hills, CA 90211 Unit Number 2

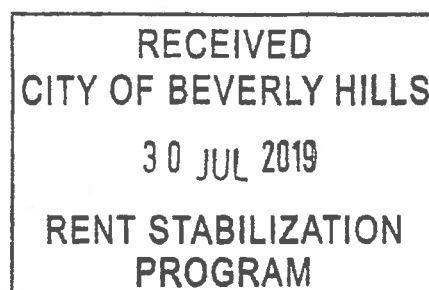
Applicant Manager of Darnov Family Ltd Partnership, Sharon Darnov Phone 310-800-7547

The landlord or landlord's representative shall provide the following information:

(a) Have you given the disruptive tenant at least one written notice describing the disruptive conduct and requiring the tenant to discontinue the conduct?

☒ Yes ☐ No

(Please attach this notice to the application)





Rent Stabilization Division  
455 North Rexford Drive, Room 200  
Beverly Hills, CA 90210  
Tel. (310) 285-1031  
Email. bhrent@beverlyhills.org

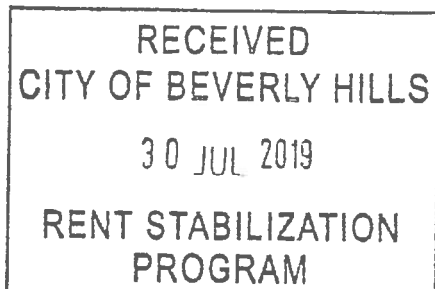
(b) Prior to filing this application with the City's Rent Stabilization program, have you served the tenant with a copy of the application either by personally delivering the application to the tenant or by posting the application on the door of the tenant's unit?

☒ Yes ☐ No

(c) Please specifically describe the tenants conduct that you contend is disruptive, the dates when the conduct described in the application occurred, and the dates when the landlord requested that the tenant cease the disruptive conduct. You may also include the names of any individuals who observed the tenant's conduct and may attach written statements by the witnesses describing the conduct.

Please refer to the attached documents

- Letter to Ms. Helen Morales dated July 30, 2019, Deputy Director, Rent Stabilization Division
- Tab 1 - Exhibit 1 - Three-Day Notice to Perform Covenants or Quit, Cover Letter, and Proof of Service dated July 11, 2019
- Tab 2 - Exhibit 2 - 60-Day Notice of Termination of Tenancy and Declaration of Service of Notice dated March 25, 2019
- Tab 3 - Exhibit 3 - Susan Susman - History of Disruptive Behavior
- Tab 4 - Exhibit 4 - Mario Prado's (unauthorized tenant) Dates of Overnight Residency at Tower Drive, Apartment 2
- Tab 5 - Proof of Service of Disruptive Tenant Application to Susan Susman dated July 30, 2019



(If more space is needed, please provide an attachment)

Signature: x Sharon Darnov Print: Sharon Darnov Date: July 30, 2019  
MANAGER OF DARADY FAMILY LIMITED PARTNERSHIP

Darnov Family Limited Partnership  
1934 Fairburn Avenue  
Los Angeles, California 90025

July 30, 2019

Ms. Helen Morales  
Deputy Director  
Rent Stabilization Division  
455 North Rexford Drive, Room 200  
Beverly Hills, California 90210

SUBJECT: Disruptive Tenant Application  
Susan Susman, 217 South Tower Drive, Apartment 2, Beverly Hills 90211

Dear Ms. Morales:

The purpose of this letter is to submit a Disruptive Tenant Application regarding my tenant, Susan Susman. I have carefully read the requirements of Section 4-5-514 and respectfully request that a subcommittee of the City Council evaluate the disruptive nature of Ms. Susman.

### **Background Information**

My family acquired this building in February 1981. The building is 100 percent owned by Darnov Family Limited Partnership (DFLP). My father, Morris Darnov, rented an apartment to Ms. Susman, a Chapter 5 tenant, on May 10, 1982. My father managed this building until 2014 when I took over all management responsibilities.

Other background information about Ms. Susman's tenancy is described below:

- Starting rent: \$275 per month
- Security deposit: \$275
- Utilities: paid for by DFLP
- No cleaning fee, rental agency fee, credit check fee, or key deposit
- Current rent: \$648 per month
- Pet: one dog. Ms. Susman is the only tenant in the building who has a pet
- Square footage of apartment: 249 square feet

### **Prior Written Notices**

Ms. Susman has received two written notices that describe her disruptive conduct and require that she discontinue the conduct:

- On July 11, 2019, Ms. Susman received a 3-Day Notice to Perform Covenants or Quit and a detailed cover letter (Tab 1, Exhibit 1, includes proof of service). She did not cure the disruptive conduct.
- On March 25, 2019, Ms. Susman received a 60-Day Notice of Termination (Tab 2, Exhibit 2, includes proof of service). She did not vacate the apartment, and Durringer Law Group, my attorneys, filed an Unlawful Detainer.

Besides these formal written notices, Tab 3, Exhibit 3 documents many informal communications with Ms. Susman, Mr. Prado, and Dr. Jeffrey Crausman, Ms. Susman's psychotherapist. Ms. Susman gave me Dr. Crausman's name and permission to speak to him about her conduct.

### **History of Disruptive Behavior**

Ms. Susman has been a disruptive tenant since 1998. In 1998, my father attempted to terminate her tenancy. Below is a description that my father's attorney wrote in 1998 that could still apply today:

*"The tenant is committing or permitting to exist a nuisance in or is causing damage to, the rental unit or to the appurtenances thereof, or to the common areas of the complex containing the rental unit, or is creating an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the same or adjacent buildings."*

Unfortunately, my mother, Natalie Darnov, became a paraplegic about the same timeframe as this eviction process. My father did not have time to pursue the case. After my mother passed in 2005, my father's age and physical capacity limited his ability to take on problem tenants such as Ms. Susman.

After I took over management of the building in 2014, tenants reported that Ms. Susman walked the hallways talking to herself and complained of bad odors coming from Ms. Susman's apartment. I took note of these reports, but at the time, I did not know that Ms. Susman's disruptive behavior was part of a long history. In addition, I could not rely on my father's diminishing memory of events.

Exhibit 3 documents the following details of Ms. Susman's disruptive behavior from 1998 to the present:

- Date of the event
- Person who reported the event
- Person to whom the report was made
- Description of the disruptive behavior/event
- Action taken
- Evidence of actions

I would be pleased to provide you with copies of any or all emails, or other items listed in the "Evidence of Actions" column. Below is a high-level description of Ms. Susman's behavior, starting in January 2017 to the present:

- Loudly screaming and crying in her apartment, disturbing the peaceful and quiet enjoyment of other tenants
- Ms. Susman allowed Mario Prado to sublet her apartment without my prior notice or consent. The apartment is a 249-square-foot bachelor, and Ms. Susman is the only authorized occupant. Since 2017, Mr. Prado's presence and occupancy have resulted in an increased level of noise, yelling, fighting, and bothersome behavior that greatly impacts and disturbs other tenants
- Mr. Prado has clearly increased the noise coming from Ms. Susman's apartment. However, Ms. Susman was a disruptive tenant prior to Mr. Prado living with Ms. Susman.
- Ms. Susman's excuse for Mr. Prado's presence is that he is taking care of her. Caregivers do not generally cause their patients to cry and scream. In addition, based on security video footage, his erratic hours of occupancy do not generally conform with that of a caregiver (e.g., arriving at Ms. Susman's home at 1:30 a.m.).
- Between February 22, 2019 and July 22, 2019, Mr. Prado stayed overnight in Ms. Susman's apartment 76 percent of the total days that the security camera was operational. Tab 4, Exhibit 4 documents the details of how this percentage was calculated. I have never approved his occupancy, and I have never received any money for his occupancy or use of the utilities.
- Ms. Susman's screaming, crying, and yelling make tenants feel very uncomfortable that she might cause harm to herself, other tenants, or the premises that might, in turn, cause injury or harm to them or the apartment building.
- Mr. Prado's use of racially charged, anti-Semitic language was extremely offensive to one of the current owners when he said to her, "I thought the *Jew Man* owned the building."
- Ms. Susman's dog has urinated inside her apartment and she has failed to properly clean such damage. Strong, unhealthy smells emanate from Ms. Susman's apartment. We have several photos that document how (1) her dog has urinated all over the carpets, and (2) her apartment is crowded with belongings and extremely dirty. Smells that emanate from Ms. Susman's apartment have been disruptive to other tenants.
- Ms. Susman has allowed her dog to defecate on the common area grass that is shared by the other tenants. Tenants have complained that she often fails to clean up after her dog defecates on the grass right in front of her apartment. This disruptive behavior also results in bad smells. Ms. Susman is the only tenant in the building that has a pet.
- Tenants have complained about numerous late-night emergency personnel that are summoned to Ms. Susman's apartment. She has called the paramedics on some occasions up to 3 times in a given week. The late-night arrivals of ambulances disrupt other tenants' rights to the quiet use and enjoyment of their individual apartments due to the loud voices and bright lights that wake them.

### Post 3-Day Notice to Perform Covenants or Quit

After I delivered the 3-Day Notice to Perform Covenants or Quit on July 11, there were a few days when I did not receive any complaints from tenants. However, less than one week after the 3-day period expired, Ms. Susman demonstrated that she had not cured her disruptive behaviors detailed in the cover letter and 3-Day Notice. Below is a description of our findings after the 3-day period expired:

- I gave Ms. Susman a 24-Hour Notice to enter her apartment on July 16. I entered Ms. Susman's apartment on July 17 to see if she had tried to clean the dog's urine from the carpets. The state of her apartment was unchanged.
- My property manager reviewed the security video footage to determine if Mr. Prado had moved out during the 3-day period. Mr. Prado continued to live with Susan.
- On July 20, I received emails from two tenants that live in separate apartments, complaining about Ms. Susman's and Mr. Prado's conduct. Below are quotes from the two tenants:

Tenant #1:

*"It didn't take long for the disturbance to resume. So, this was last night, around 11:15 pm. As I was recording video, Sarah from Apt 9 came in; she recorded the noise on her phone and forwarded it to me. Furthermore, there was more yelling, clearly Mario's voice again, but this was in the middle of the night, around 2:30 am. I didn't have any energy to record at that time as I was exhausted and trying to stay asleep after a long day at work today. It is absolutely unacceptable that he first wouldn't let me fall asleep and then wakes me up in the middle of the night! I had to wake up early for work today and I'm so tired because I couldn't get proper rest. And this man is not even a tenant here!"*

Tenant #2:

*"7/19/19 11:15 PM - Mario having extremely loud phone call - giving driving directions to female on other end of the line (recording sent via Mila Apt 10)*

*7/20/19 3:40 PM - Mario yelling at Susan something to do with suing and going to court"*

### Conclusions

- Ms. Susman ignored the formal notices and continued to exhibit disruptive behaviors. Ms. Susman may be able to cure the yelling and crying for a few days, but this breach then recurs.
- Mr. Prado continues to live with Ms. Susman. My policy is to only rent to one tenant in each unit because the apartments are 249 square feet.
- In Bet Tzedek's response to the Unlawful Detainer, the Directing Attorney requested "a reasonable accommodation due to her [Ms. Susman's] disability." The Directing Attorney also stated that Ms. Susman "needs a caretaker on a daily basis." Mr. Prado's presence increases the yelling and screaming, and consequently the number of complaints I receive from tenants. Given the size of Ms. Susman's apartment and the lack of cleanliness, a second tenant is not an option.
- As my attorney, Stephen Durringer, pointed out to Bet Tzedek's Directing Attorney, "When analyzing a disabled person's request for a reasonable accommodation, the parties look at the benefit to the requestor as compared with the burden imposed upon the housing provider." In this case, there is a huge burden placed on me if Ms. Susman remains much longer in my building:
  - My rental income is at risk, which impacts my ability to pay my operating expenses. Good tenants do not want to reside next to or near a volatile individual, and will terminate their tenancies.
  - Renting to replacement tenants will be difficult once they become aware of Ms. Susman's history of disruptive behavior. I would not be able to sign a lease with a new tenant and offer "peaceful and quiet enjoyment of an apartment" that had not offered these conditions to the prior tenant.
  - There is a real risk of further damage to the premises. Ms. Susman did not report a window she broke when she fell against it. More than one tenant has reported a fear that Ms. Susman could cause an accident that could impact other tenants.

Ms. Helen Morales  
July 30, 2019  
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I have posted a copy of this application on Ms. Susman's door.

I would be pleased to answer any questions about my application and would appreciate a meeting with the subcommittee of the City Council.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon Darnov". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sharon Darnov  
Manager of the Darnov Family Limited Partnership

cc: Rennie Maden, Darnov Family Limited Partnership  
Stephen C. Durringer, Esq.  
Susan Susman

Darnov Family Limited Partnership  
1934 Fairburn Avenue  
Los Angeles, CA 90025

July 11, 2019

Ms. Susan Susman And All Others in Possession of the Premises  
217 South Tower Drive, Apartment 2  
Beverly Hills, California 90211

Re: Three-Day Notice to Perform or Quit  
Premises Address: 217 South Tower Drive, Apartment 2, Beverly Hills, CA 90211 (the  
"Premises" or "the apartment")

Dear Ms. Susman and All Others in Possession of the Premises:

The purpose of this letter is to formally notify you that you have repeatedly disturbed the peaceful and quiet enjoyment of other tenants who live at Tower Drive Apartments. You previously received a 60-Day Notice of Termination on March 25, 2019, which explained the causes for the termination of your tenancy. The Unlawful Detainer has been superseded by this 3-Day Notice to Perform or Quit. The unlawful detainer civil action (LASC Case Number 19SMUD01146) is in the process of being dismissed.

I have elected to proceed with the City of Beverly Hills' Disruptive Tenant Application Process as described in Beverly Hills Municipal Code, Sections 4-5-514 and 4-6-6 in the event you fail to perform as required by this notice. You now have three days to permanently stop the disruptive behaviors that are described below:

1. You have sublet the Premises to Mario Prado without the my prior notice or consent. The apartment is a small bachelor and you are the only authorized occupant. No other persons are permitted to reside in your apartment. Mr. Prado's presence and occupancy have resulted in an increased level of noise, yelling, fighting, and bothersome behavior that greatly impacts and disturbs your neighbors, and substantially interferes with their right to use and enjoy their individual apartments. You are directed to permanently remove Mr. Prado and any other person residing in your apartment without my consent.
2. Complaints have described you screaming, crying, yelling, and fighting loudly with Mario Prado in your apartment. Sharon Darnov and Remmie Maden told Mario Prado on separate occasions that he is an unauthorized occupant, and he is not allowed to live in your apartment. Despite these communications, video proves that Mario is living with you.
3. Your unauthorized occupant, Mario Prado, has been observed smoking on the premises, which is a violation of Beverly Hills Municipal Code Title 5, Chapter 4. We have received complaints from your neighboring residents that Mario was smoking in your apartment when you were in rehabilitation. The City of Beverly Hills does not allow smoking inside or around the premises of apartment buildings. Smoking is disruptive to the tenants in the building.
4. Your screaming, crying, and yelling makes tenants feel very uncomfortable that you might cause harm to yourself, your neighbors, or the premises that might, in turn, cause injury or harm to them or the apartment building.

Ms. Susan Susman  
July 11, 2019  
Page 2

5. Your unauthorized occupant Mario Prado's use of racially-charged, anti-Semitic language was extremely offensive to one of the current owners when he said to her, "I thought the *Jew Man* owned the building."
6. You have allowed your dog to urinate inside your apartment and have failed to properly clean such damage. Strong, unhealthy smells emanate from your apartment. We have several photos that document how your dog has urinated all over the carpets, and your apartment is crowded with belongings and extremely dirty. Having to live with these smells has been disruptive to other tenants.
7. You have allowed your dog to defecate on the common area grass that is shared by the other residents. Tenants have complained that you often fail to clean up after your dog defecates on the grass right in front of your apartment. This disruptive behavior also results in bad smells.
8. You appear to be unable to care for yourself independently. The neighbors have complained about the numerous late-night emergency personnel that are summoned to your apartment. You call the paramedics on some occasions up to 3 times in a given week. The late-night arrivals of ambulances disrupt your neighbors' rights to the quiet use and enjoyment of their individual apartments due to the loud voices and bright lights that wake them.
9. You have loud conversations with yourself as you walk down the hallway, which has made other tenants feel uncomfortable.
10. You have caused damage to the premises, have failed to repair such damage, and have failed to notify me of the damage caused by you. You have made tenants feel unsafe because when you fell and broke one of your windows in your apartment, you did not report the damage to me. Instead, one of the tenants noticed the broken window and asked if she could report the damage to me. I immediately called you when I learned about the broken window. Your excuse was that you were planning to have a friend fix the damage. However, more than two weeks had passed since the window broke, which made the tenant believe you were not capable of reporting the damage to me. Your neighbors live in fear that you might injure yourself, are unable to care for yourself, and that you might cause damage to the premises such as a fire or other calamity that could put their lives at risk.

We would be pleased to discuss these matters further with you at any time.

Sincerely,



Sharon Darnov, Darnov Family Limited Partnership

cc: Remmie Maden, Darnov Family Limited Partnership  
Helen Morales, Deputy Director, Rent Stabilization Division, City of Beverly Hills  
Stephen C. Durringer, Esq.



### Three Day Notice to Perform Covenants or Quit

To Susan Susman

*And all other occupants in possession*

of the premises located at 217 South Tower Drive, Unit # 2 (if applicable)

City Beverly Hills California 90211

**The specific conditions/covenants of the rental agreement or other local, state and/or federal laws that you have violated are as follows:**

See the attached letter dated July 11, 2019 that details the conditions and covenants that must be cured and/or corrected within the notice period. The July 11, 2019 letter is incorporated herein by this reference.

**Actions required to cure above breach:**

Remove the unauthorized subtenant, stop disturbing the peaceful and quiet enjoyment of your neighbors, as described in the attached letter. Cease allowing your dog to urinate/defecate in your apartment and on the common area grass shared with other tenants. Clean up after your dog. Stop smoking in the apartment or on the Premises. Eliminate the foul/objectionable odors from your apartment. Report all damage caused by you.

**PLEASE TAKE NOTICE THAT WITHIN THREE (3) DAYS** after service of this Notice, you are required to cure each of the above-mentioned breaches of covenant OR quit the subject Premises, move out, and deliver up possession of the Premises to the Owner/Agent.

You are further notified that Owner hereby elects to declare the forfeiture of your Rental Agreement under which you hold possession of the above-described premises. If you fail to perform or otherwise comply, Owner will institute legal proceedings to recover any sums due plus possession of said premises which could result in a judgment against you and all other residents in possession including attorneys' fees and court costs as allowed by law, plus Owner may recover an additional punitive award of six hundred dollars (\$600) in accordance with California law for such unlawful detention.

As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. If this notice demands payment of rent or payment of additional rent, it may be paid Monday through Sunday, 9:00am-5:00pm:

Payment shall be made payable to: Darnov Family Limited Partnership

Payment shall be delivered to: Name: Sharon Darnov

Address: 1934 Fairburn Avenue

City: Los Angeles, State: CA Zip: 90025

Telephone Number (310) 800-7547

July 11, 2019  
Date

Sharon Darnov, General Partner  
Owner/Agent for Owner

*Penal Code, Section 594 provides that any person who maliciously damages or destroys the property of another is subject to fine and imprisonment. A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations.*

*State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.*

## Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 11th day of July (month), 2019 (year), on the above-mentioned resident(s) in possession, in the manner indicated below.

- ☐ **BY DELIVERING** a copy of the Notice to the following resident(s) **PERSONALLY**: \_\_\_\_\_
- ☐ **BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;  
**AND MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- ☒ **BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);  
**AND MAILING** by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 11th day of July (month), 2019 (year), in Beverly Hills (City), CA (State).

Remie Maden

Name of Declarant (Print)



(Signature of Declarant)

## Notice of Termination of Tenancy

To:  
Susan Susman and Mario Prado

And all other occupants in possession of the Premises located at:  
217 S. Tower Drive #2  
Beverly Hills

California 90211

PLEASE TAKE NOTICE that your tenancy of the Premises is terminated effective at the end of a:

- ☐ Thirty (30) day period (If any occupant has resided in residential Premises for less than one year, or a Tenancy at Will, or is commercial property, or as provided by law), or
- ☒ Sixty (60) day period (If all occupants have resided in residential Premises for one year or more), or
- ☐ Ninety (90) day period (If Section 8 Tenancy)

After service of this notice, or May 31, 2019, whichever is later.

If Good Cause for termination is required to be stated by local ordinance or the terms of your lease, please state good cause here:

Unapproved Subtenant (4-5-508); Maintenance of Nuisance (4-5-504) excessive noise, yelling, screaming, fighting, failure to clean up after dog, excessive waste, failure to maintain apartment, filthy conditions. Several complaints from neighbors

If you fail to quit, move out and surrender possession of the Premises, legal proceedings will be instituted against you to obtain possession, which could result in a judgment against you for possession, holdover damages, attorneys' fees and court costs as allowed by law, plus the Lessor/Agent for Lessor may recover an additional punitive award of six hundred dollars (\$600.00) pursuant to California CCP §1174(b) for such unlawful detention.

Be advised that if the Premises are residential property, you may request a preliminary pre-move out inspection of the Premises prior to vacating. Preliminary inspections may be conducted during normal business hours within the two-week period prior to the termination of your tenancy. Your request must be in writing and should include a suggested date and time for entry to the Premises. The Lessor/Agent for Lessor will try to reach a mutually agreeable date and time to conduct the requested inspection. You may but are not required to be present, and unless waived by you, a 48-hour notice will be given of the time of entry. Unless your request is withdrawn in writing at least 24-hours before the scheduled inspection, entry will be made as noticed or as agreed if there has been a waiver. Any deficiencies noted in the pre-move out inspection checklist may be corrected by you only in accordance with the terms and conditions of your rental agreement, which may require that only a licensed and bonded contractor perform any necessary repairs in order to return the Premises to the same condition as it was at the inception of the tenancy. The inspection will be limited to visually accessible areas only and will not include areas obscured by occupants' personal property. The Lessor/Agent for Lessor's final move-out inspection of the vacated Premises will be used to determine any deductions from your security deposit. Invoice and proof of payment and release of any liens for all work performed must be provided to Lessor/Agent for Lessor upon surrender of the Premises. This Notice of Termination of Tenancy does not relieve you of your duty to pay rent through the termination date.

March 25, 2019  
Date

Darnov Family Limited Partnership, Sharon Darnov  
Lessor/Agent for Lessor

*California law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out. A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations.*

Attorney for Lessor/Agent for Lessor:  
Stephen C. Durringer, Esq.  
The Durringer Law Group, PLC  
181 South Old Springs Road, 2<sup>nd</sup> Floor  
Mailing Address:  
PO Box 28270  
Anaheim Hills, CA 92809  
714.279.1100  
© 1989-2018 Durringer Law Group, PLC  
[www.DurringerLaw.com](http://www.DurringerLaw.com)

DURINGER  LAW GROUP.

copy of notice also mailed to:  
Beverly Hills Rent Stabilization Office  
455 North Rexford Drive  
Beverly Hills, CA 90210

## DECLARATION OF SERVICE OF NOTICE

Name of Renter(s): SUSAN SUSMAN, MARIO PRADO

Name of person served (if other than renter): \_\_\_\_\_

Place of service: 217 S. TOWER DRIVE #2, BEVERLY HILLS, CA 90211.

Date and time of Service: 3/25/19 at 7:57PM

I declare that: I served a copy of the SIXTY (60) NOTICE OF TERMINATION OF TENANCY on the renter(s) named above by:

X Delivering it personally to one or more of the renters(s) named above.

(IF UNABLE TO SERVE THE RENTERS(S) PERSONALLY AFTER MAKING A DILIGENT EFFORT TO DO SO, INCLUDING AT LEAST THREE (3) ATTEMPTS AT DIFFERENT TIMES OR ON DIFFERENT DAYS AT THE PREMISES OR, IF KNOWN, AT THE RENTERS(S) PLACE OF BUSINESS.)

\_\_\_\_\_ Leaving a copy with the person named above, who is of suitable age and discretion, at the renter(s) premises/business and by sending a copy in a sealed envelope, by first class mail, postage prepaid, addressed to the renter(s) at the premises.

\_\_\_\_\_ Affixing a copy to the front door of the premises and by sending a copy in a sealed envelope by first class mail, postage prepaid, addressed to the renter(s) at the premises, in as much as the renter(s) actual place of residence or business cannot be ascertained and /or a person of suitable age and discretion cannot be found at the renter(s) premises or business.

X I am personally aware of these facts and I am competent to testify thereto as a witness. I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on the following place and following date:

DATE: 3/25/19

PLACE: SOUTH GATE, CALIFORNIA

MB

DECLARANT, MIGUEL BALBUENA / PROCESS SERVER  
REGISTRATION #2014295758  
P.O. BOX 214, SOUTH GATE, CA 90280.  
(323) 497-5420


**CERTIFIED MAIL**



5967 2009 1000 OF 87 8702

SUSAN SUSMAN; MARIO PRADO  
2117 S. TOWER DR., #2  
BEVERLY HILLS, CA 90211



UNITED STATES POSTAGE  
  
 02 1P \$004.0000  
 0001925704 MAR 25 2019  
 MAILED FROM ZIP CODE 92808  
 PITNEY BOWES

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

**Certified Mail Fee**

 $\{0, 1\}$ 

**Mrs Janelle E. Jones**, 607 S. 1st St., Suite 200, Phoenix, Ariz. 85004-1901.

|           |    |
|-----------|----|
|           | \$ |
| (Knyazev) |    |

1. *Chlorophyll a* (Chl a) and *Chlorophyll b* (Chl b) are the two main photosynthetic pigments in green plants. They are responsible for capturing light energy and converting it into chemical energy through the process of photosynthesis. Chl a is the primary pigment, while Chl b acts as an accessory pigment, transferring energy to Chl a.

(2008-09-07) 16:10:00

☐ **Continued Adult Enrollment Activity** \$

1. ☐ **Yes** (Please specify in comments)

2. ☐ **No** (Please specify in comments)

☐ Yes ☐ No

☐ Adult: Approximate Monthly Salary \$

50

00-30

**Total Postage and Fuel:**

4-10

000-4

© 1997 by The McGraw-Hill Companies, Inc.

**SUSAN SL**

**DE NYEON**

1. On Feb 1988

1. S. 177

Mr. Smith 77240

## REVIEW

U.S. Form 3800, April 2017

המחיר הנמוך ביותר

See Reverse for Instructions

| Date of the Incident or Event | Person Who Reported the Incident or Event | Person to Whom the Report Was Made | Description of the Disruptive Behavior/Event   | Action Taken   | Evidence of Actions   |
|-------------------------------|---|------------------------------------|--|--|---|
| <b>1998 through 2014</b>      |   |                                    |  |  |   |
| 11/10/1998                    | Henry Wenderlich, Property Manager        | Morris Darnov                      | <ul style="list-style-type: none"> <li>- Strong, unhealthy smells coming from tenant's apartment</li> <li>- Screaming at other tenants and the property manager using profane language</li> <li>- She knocks on the doors of other tenants for no good reason; walks and talks loudly in the hallway</li> <li>- Apartment is very dirty and doesn't flush the toilet</li> <li>- Constantly locks herself out of her apartment and calls the property manager late at night to open her door</li> <li>- Paramedic calls up to 3 times per week</li> <li>- Loudly crying and screaming in her apartment so as to disturb other tenants</li> <li>- Leaves screaming voice mail messages on Morris Darnov's answering machine</li> </ul> | <ul style="list-style-type: none"> <li>- Morris serves a 3-Day Notice to Quit to Susan on 12/04/1998</li> <li>- 1998: Morris' wife, Natalie Darnov, becomes a paraplegic. Morris has no time to evict Susan</li> <li>- 2005: Morris' wife passes away. Morris' age limits his ability to manage the building during the ensuing years</li> </ul> | <ul style="list-style-type: none"> <li>- Letter from Wenderlich documenting tenant complaints dated 11-10-1998</li> <li>- Recording of Susan's voice mail message on Morris Darnov's answering machine</li> <li>- 3-Day Notice to Quit served to Susan on 12-04-1998</li> </ul> |
| 2014 thru 2016                | Sharon Darnov                             | Not Applicable                     | <ul style="list-style-type: none"> <li>- Tenants tell Sharon (in person) that Susan walks the hallways talking to herself</li> <li>- Tenants complain of the odors coming out of Susan's apartment</li> </ul>  | <ul style="list-style-type: none"> <li>- Sharon took note of nuisance reports. <i>At the time, Sharon had recently taken over management of the building from her father and did not know that Susan's disruptive behavior was part of a pattern</i></li> </ul>  |   |
| <b>2017</b>                   |   |                                    |  |  |   |
| January 2017                  | Sharon Darnov                             | Dr. Jeffrey Crausman               | <ul style="list-style-type: none"> <li>- Susan gives Sharon the name and phone number of her psychotherapist, Dr. Jeffrey Crausman. Susan tells Sharon that Dr. Crausman helps her</li> <li>- Susan gives Dr. Crausman permission to speak to Sharon</li> <li>- Sharon finds out that Mario Prado is staying at Susan's apartment watching her dog while Susan is at a physical rehabilitation facility because she fell at Coffee Bean</li> </ul>   | Writes an email to Dr. Crausman  | Email to Dr. Crausman dated 01-03-17  |
| 1/16/2017                     | Various tenants                           | Sharon Darnov                      | <ul style="list-style-type: none"> <li>- Mario Prado was smoking in Susan's apartment while Susan was at the rehabilitation facility</li> </ul>  | <ul style="list-style-type: none"> <li>- Sharon writes a memo to Mario Prado, telling him (a) he must stop smoking inside the apartment and (b) he is only being allowed on a temporary basis to occupy Susan's apartment so that he can take care of her dog while Susan is at the physical rehabilitation facility</li> </ul>                  | Memo to Mario Prado dated 01-16-17  |

## san Susman - History of Disruptive Behavior

| Date of the Incident or Event | Person Who Reported the Incident or Event           | Person to Whom the Report Was Made | Description of the Disruptive Behavior/Event   | Action Taken  | Evidence of Actions  |
|-------------------------------|---|------------------------------------|--|---|--|
| 7/21/2017                     | Remmie Maden  | Sharon Darnov                      | <ul style="list-style-type: none"> <li>- Remmie goes in Susan's apartment and sees first-hand that (a) her dog urinates on the carpet, (b) her apartment is crowded with belongings, and (c) her apartment is extremely dirty. The apartment smells badly from dog and food odors</li> <li>- Tenants report that Susan has been seen falling in front of the apartment building</li> <li>- SUSAN IS THE ONLY TENANT IN THIS BUILDING WITH A DOG</li> </ul> | <ul style="list-style-type: none"> <li>- Sharon updates Dr. Crausman via email</li> </ul>   | <ul style="list-style-type: none"> <li>- Email to Dr. Crausman dated 07-21-17</li> <li>- Remmie's photos</li> </ul>  |
| mid-May 2017 thru 10/26/2017  | Remmie Maden<br>Anton Karpenko,<br>Property Manager | Sharon Darnov                      | <ul style="list-style-type: none"> <li>- Susan locks herself out of her apartment 6 times between mid-May 2017 and October 26, 2017, calling Anton Karpenko very late at night to open the door</li> <li>- A tenant witnesses Susan walking down the hall talking to herself</li> </ul>  | <ul style="list-style-type: none"> <li>- Sharon updates Dr. Crausman via email</li> </ul>   | <ul style="list-style-type: none"> <li>- Email to Dr. Crausman dated 10-26-17</li> <li>- Anton Karpenko's testimony</li> </ul>   |
| 11/10/2017                    | Sarah Renert, tenant                                | Anton Karpenko                     | <ul style="list-style-type: none"> <li>- Sarah sends a text to Anton. Sarah reports that Susan broke a window in her apartment approximately 2 weeks earlier when she fell against it.</li> <li>- Susan did not report the broken window to Sharon</li> </ul>  | <ul style="list-style-type: none"> <li>- Sharon calls Susan to find out why she didn't report the broken window. Susan says she was going to have a friend fix the window. In the meantime, Susan puts a piece of cardboard over the window</li> </ul>  | <ul style="list-style-type: none"> <li>- Text message from Sarah Renert to Anton Karpenko dated 11-10-17 at 10:08 pm</li> </ul>  |
| 11/11/2017                    | Sharon Darnov                                       | Dr. Jeffrey Crausman               | <ul style="list-style-type: none"> <li>- Sharon leaves a voice mail for Dr. Crausman, asking for an in-person meeting</li> </ul>   |   | <ul style="list-style-type: none"> <li>- Email from Dr. Crausman dated 11-11-17</li> <li>- Sharon and Remmie meet with Dr. Crausman at his office to discuss Susan's behavior and how it is impacting other tenants</li> </ul> |
| <b>2018</b>                   |   |                                    |  |   |  |
| 1/12/2018                     | Sharon Darnov                                       | Dr. Jeffrey Crausman               | <ul style="list-style-type: none"> <li>- Susan continues to lock herself out of her apartment and refuses to pay a door-unlocking fee</li> </ul>   | <ul style="list-style-type: none"> <li>- Sharon notifies Dr. Crausman that she has delivered a 3-Day Notice to Pay or Quit to Susan</li> </ul>  | <ul style="list-style-type: none"> <li>- Email to Dr. Crausman dated 01-12-18</li> <li>- 3-Day Notice to Pay or Quit dated 01-12-18</li> </ul>   |
| January thru May 2018         | Sharon Darnov and<br>Remmie Maden                   | Dr. Jeffrey Crausman               | <ul style="list-style-type: none"> <li>- Dr. Crausman agrees that other residential options need to be explored for Susan</li> </ul>   | <ul style="list-style-type: none"> <li>- Remmie and Sharon provide Dr. Crausman with different residential options for Susan (e.g., Menorah Foundation, Tom Safran &amp; Associates affordable housing for seniors)</li> <li>- Dr. Crausman agrees Susan needs another housing option, and says he will try to find an option for Susan, but he does nothing</li> </ul> | <ul style="list-style-type: none"> <li>- Emails between Remmie and Dr. Crausman dated 01-12-18 through 05-31-18</li> </ul>   |

| Date of the Incident or Event | Person Who Reported the Incident or Event | Person to Whom the Report Was Made | Description of the Disruptive Behavior/Event   | Action Taken   | Evidence of Actions  |
|-------------------------------|---|------------------------------------|--|--|--|
| <b>2019</b>                   |   |                                    |  |  |  |
| 2/18/2019                     | Remmie Maden                              | Sharon Darnov                      | <ul style="list-style-type: none"> <li>- Remmie sees Mario Prado moving into the building and tells him that tenants cannot have additional tenants living with them.</li> <li>- <i>Mario said to Remmie, "I thought the Jew Man owned the building."</i></li> </ul>   | <ul style="list-style-type: none"> <li>- Remmie told him his comment was inappropriate and that he could not stay at the property</li> <li>- Sharon calls Susan and Mario to tell them that Mario needs to move out. Susan lies when she tells Sharon that Mario is not living with her</li> </ul> | <ul style="list-style-type: none"> <li>- Memo to File written by Remmie Maden dated 02-18-19</li> <li>- T-Mobile records documenting calls to Mario and Susan on 02-18-19</li> </ul> |
| 2/22/2019                     | Security Camera Footage                   | Security Camera Footage            | Video shows Mario going into Susan's apartment with suitcases, DESPITE SHARON'S CALL TO SUSAN AND MARIO, AND REMMIE'S IN-PERSON VERBAL WARNING (see February 18)   | Remmie and Sharon decide to evict Susan  | Security camera footage shows Mario going into Susan's apartment with suitcases on 02-22-19  |
| 3/7/2019                      | Mila Fay, tenant                          | Sharon Darnov                      | (1) Mila sends an email to Sharon, complaining of <u>all the same behaviors that have been reported since 1998</u> :<br>(a) Excessive noise, yelling, screaming, and fighting heard in the hallway outside of her apartment and in the upstairs apartment above Susan<br>(b) Late-night arrivals of ambulances resulting from Susan's numerous phone calls to the paramedics. The noise and lights from the ambulances wake up other tenants, but do not result in the paramedics transporting Susan anywhere<br>(c) Failure to clean up after her dog when the dog defecates<br>(d) Bad smells coming from Susan's apartment due to lack of cleanliness<br>(2) Sharon enters Susan's apartment to assess its condition: extremely dirty, smell of urine, overcrowded with personal belongings | Sharon calls Stephen Durringer, attorney   | <ul style="list-style-type: none"> <li>- Email from Mila dated 03-07-19</li> <li>- Video footage that proves Mario is living with Susan</li> <li>- Sharon's photos</li> </ul>        |
| 3/15/2019                     | Sarah Renert, tenant                      | Sharon Darnov                      | <ul style="list-style-type: none"> <li>- Sarah emails Sharon because she witnessed Susan fall right outside the front door of the building</li> <li>- Sarah mentions Mario staying with Susan</li> </ul>   | Sharon researches eviction laws in Beverly Hills that apply to Chapter 5 tenants   | Emails from Sarah dated 03-15-19 and 03-16-19  |
| 3/17/2019                     | Sarah Renert, tenant                      | Sharon Darnov                      | <ul style="list-style-type: none"> <li>- Sarah emails Sharon because Susan called the Fire Department for an ambulance. She did not leave with the ambulance</li> <li>- The next day Sarah checks on Susan and she seems fine</li> </ul>   | Sharon proceeds with the eviction process after confirming that the type of evidence in Susan's case complies with the City of Beverly Hills Chapter 5's description of legal eviction provisions  | Email from Sarah dated 03-17-19  |



## Susan Susman - History of Disruptive Behavior

| Date of the Incident or Event | Person Who Reported the Incident or Event | Person to Whom the Report Was Made | Description of the Disruptive Behavior/Event   | Action Taken  | Evidence of Actions  |
|-------------------------------|---|------------------------------------|--|---|--|
| 3/25/2019                     | Duringer Law Group                        | Susan Susman                       | - Duringer Law Group serves Susan and Mario Prado a 60-Day Notice of Termination   |   | - 60-Day Notice of Termination dated 03-25-19 that documents disruptive behavior   |
| 5/25/2019                     | Sharon Darnov                             | Duringer Law Group                 | - Sharon knocks on Susan's door at the end of the 60-day notice period to determine if she has moved out   | - Sharon notifies Duringer Law Group that Susan has NOT moved out |  |
| 6/3/2019                      | Duringer Law Group                        | Superior Court of CA               | Duringer Law Group files an Unlawful Detainer  |   | Unlawful Detainer dated 06-03-19   |
| 6/27/2019                     | Mila Fay, tenant                          | Sharon Darnov                      | - Mila sends an email to Sharon that documents Susan's (a) "endless screaming and yelling, especially when she has her visitor (believe, Mario)," (b) emotionally unstable behavior, and (c) frequent requests for medical assistance (i.e., ambulance calls)  |   | - Email from Mila dated 06-27-19   |
| 7/9/2019                      | Mila Fay, tenant                          | Sharon Darnov and Anton Karpenko   | Mila emails Sharon and Anton: "another episode of Susan crying and yelling" on Sunday, July 7 about 9:30 p.m.<br><br>"Perhaps because she lives right underneath of my apartment - I simply cannot rest when this occurs, which has been increasing weekly. After about 20 minutes of tolerance I had to knock on her door and asked her to stop."<br><br>Susan yells, "I'm gonna die alone in this apartment." Mila is disturbed by Susan's crying.   |   | Two emails to Sharon and Anton, both dated 07-09-19  |
| 7/11/2019                     | Remmie Maden                              | Susan Susman                       | - Remmie delivers a 3-Day Notice to Perform Covenants or Quit and detailed cover letter: (1) unauthorized subtenant who together with Susan are disturbing other tenants, (2) lack of cleanliness of apartment and foul odors, (3) clean up after dog, (4) stop smoking on premises<br>- Unlawful Detainer superseded by 3-Day Notice to Perform Covenants or Quit<br>- Decision made to apply for a meeting with the City Council's Subcommittee, if Susan does not cure breaches<br>- Sharon hand-delivers a copy of the 3-Day Notice to Perform Covenants and cover letter to Angelina in the Rent Stabilization Office |   | - 3-Day Notice to Perform Covenants or Quit dated 07-11-19<br>- Cover letter dated 07-11-19 addressed to Susan that describes the disruptive behavior that she must cure |

| Date of the Incident or Event | Person Who Reported the Incident or Event             | Person to Whom the Report Was Made | Description of the Disruptive Behavior/Event  | Action Taken  | Evidence of Actions  |
|-------------------------------|---|------------------------------------|---|---|--|
| 7/16/2019                     | Anton Karpenko,<br>Sharon Darnov, and<br>Remmie Maden | Susan Susman                       | - Anton delivers a 24-hour Notice to Enter Premises   | - Sharon and Remmie enter Susan's apartment on July 17 to determine if she has cured the lack of cleanliness of her apartment<br>- Anton reviews security camera footage to determine if Mario continues to reside in Susan's apartment | - Notice to Enter Premises dated 07-16-19<br>- Photos on July 17 show apartment is still dirty<br>- Video shows Mario continues to reside in Susan's apartment |
| 07/19/2019 and<br>07/20/2019  | Mila Fay, tenant<br>Sarah Renert, tenant              | Sharon Darnov                      | - Mila and Sarah send separate emails describing yelling at 11:15 pm on July 19 and 2:30 am on July 20<br><br>- <i>Mila states, "It is absolutely unacceptable that he [Mario Prada] first wouldn't let me fall asleep and then wakes me up in the middle of the night!"</i><br><br>- Sarah reports Mario yelling at 3:40 pm on July 20 |   | - Separate emails from Mila Fay and Sarah Renert dated 07-20-19  |
| 7/20/2019                     | Sharon Darnov and<br>Remmie Maden                     | Durlinger Law Group                | - Sharon and Remmie conclude that Susan is not able to cure breaches<br>- Sharon emails Durlinger Law Group to notify him that Susan continues to "disturb the peaceful and quiet enjoyment of one or more tenants who occupy other rental units in the apartment building where the tenant resides"                                    | - Sharon and Remmie prepare Disruptive Tenant Application   | - Disruptive Tenant Application  |

**Exhibit 4****Mario Prado's Dates of Overnight Residency at Tower Drive, Apartment 2**

Source: Security Camera Footage

| Start Date   | Thru End Date | Number of Consecutive Nights                         | Eviction Notice/Event                     | Date of Eviction Notice/Event |
|--|---------------|--|---|-------------------------------|
| 02/22/19   | 02/24/19      | 3  |   |                               |
| 02/27/19   | 03/30/19      | 32   | 60-Day Notice of Termination              | 03/25/19                      |
| 03/31/19   | 04/22/19      | Video footage not available.<br>Camera needed repair |   |                               |
| 04/23/19   | 04/26/19      | 4  |   |                               |
| 05/17/19   | 05/20/19      | 4  |   |                               |
| 05/24/19   | 06/21/19      | 29   | 60-day period ends                        | 05/25/19                      |
| 06/24/19   | 07/06/19      | 13   |   |                               |
| 07/09/19   | 07/15/19      | 7  | 3-Day Notice to Perform Covenants or Quit | 07/11/19                      |
| 07/17/19   | 07/22/19      | 6  | 3-day period ends                         | 07/14/19                      |
| Total Recorded Days of Overnight Residency - Feb 22 thru July 22 |               | 98   |   |                               |
| Total Possible Recorded Days of Video in the Period (a)          |               | 129  |   |                               |
| Percentage of the Time Mario Was in Overnight Residency (b)      |               | 76.0%  |   |                               |

**NOTES:**

(a) February = 7 days + March = 31 days + April = only 8 days due to camera breakdown + May = 31 days + June = 30 days + July = 22 days

(b) Mario Prado is NOT an approved tenant. He often contributes to Susan Susman's disruptive behavior (e.g., yelling, fighting, crying). However, Susan demonstrated disruptive behavior prior to Mario living with her

# DISRUPTIVE TENANT APPLICATION

## Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 30th day of JULY (month), 2019 (year), on the above-mentioned resident(s) in possession, in the manner indicated below.

- ☒ **BY DELIVERING** the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, DIRECTLY TO SUSAN SUSMAN AT 12:35 PM
- ☐ **BY LEAVING** a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice
- ☐ **BY MAILING** a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 30th day of JULY (month), 2019 (year), in BEVERLY HILLS (city), CA (state).

Sharon DARNOV  
Name of Declarant (Print)

Sharon Darnov  
(Signature of Declarant)

Manager of DARNOV FAMILY LIMITED PARTNERSHIP

## **EXHIBIT B**

### **SUMMARY OF TESTIMONY UPON WHICH DECISION IS BASED**

The Tenant, Susan Susman, was represented by Paul Rosen (CA State Bar No. 240020) and Gabrielle Trujillo (CA State Bar No. 322712) of Crowell & Moring LLP.

The Landlord, Sharon Darnov, was represented by Stephen C. Duringer (CA State Bar No. 134592) of The Duringer Law Group, PLC.

All those who testified did so under oath.

The following people testified for the Landlord: Sharon Darnov, Maria Fay, and Sarah Renert.

The following people testified for the Tenant: Marcy Herrera, by videotape, and Susan Susman.

The following is a summary of the relevant testimony, both in person and by way of declaration, provided in connection with the determination of this matter:

#### **Presentation by or on behalf of the Landlord:**

##### **Testimony of Sharon Darnov, Landlord:**

Susan is a Chapter 5 tenant; there are two other Chapter 5 tenants in the Building. Since Ms. Darnov started managing the Building in 2014, she has received an increasing number of complaints from tenants about Susan continually disrupting their quiet enjoyment. Complaints include noise; offensive odors coming from Susan's apartment; Susan not picking up dog waste on the porch next to the front door; tenants are afraid to step in the dog waste; tenants feel uncomfortable because they see Susan walking down the hallway talking to herself; tenants are scared Susan will unintentionally do harm to herself and the Building; Susan calls paramedics at night multiple times a month; 911 calls create noise and lights; ambulance never seems to leave with Susan. Ms. Darnov's rental income is at risk because renting to a replacement tenant above or beside Susan becomes precarious. There is risk of damage to the premises; Susan did not report she broke a window. Tenants fear that Susan could unintentionally cause an accident. Ms. Darnov does not care about the rent; just wants peace and quiet in the Building.

Upon questioning and cross-examination, Ms. Darnov testified that if Susan was evicted, she knows her unit could not be re-rented at a new rate. Susan has locked herself out of her unit at one time six times in 2018 during a two-month period; the main reason she charges Susan a fee is to motivate her to stop calling management to be let into her apartment; she would have to ask the property manager if Susan has locked herself out since. She thinks Mario Prado stopped smoking when she asked him to. She has smelled urine in the hallway standing outside Susan's door. She has not seen the dog urinate in the apartment. She is aware that the carpet in Susan's apartment was not changed in 20 years.

Testimony of Maria Fay, a current tenant of the Building:

Ms. Fay has lived in the Building in a unit right above Susan since 2013. Since then, Susan has been somewhat disruptive; in the last 2 years it is unbearable; it started when Mario moved in with her. There is a lot of screaming and yelling; she has been awakened multiple times and needs to take sleeping pills to have rest in her own apartment. Dog does not bark; the dog defecates on the porch and someone stepped in the dog waste and tracked it in the hallway. Susan leaves her apartment door and Building door open when she takes dog out; she keeps locking herself out; Ms. Fay opened the door to let Susan back in two weeks ago; saw clutter in Susan's apartment; furniture in front of furnace. She was concerned about the possibility of Susan causing a fire. She has recordings of Mario Prado yelling and swearing which she brought to the attention of Sharon. Mario yells in the middle of night. She is awakened by paramedics because of noise.

Upon questioning and cross-examination, Ms. Fay stated that she has asked Susan, through the door, to stop yelling; Susan was receptive; it got quieter. There was dog waste on the front porch at least three times; she did not remember over how long a period this occurred. There is a spot where Susan takes her dog; stands in walkway without leaving Building – just enough space for dog to go right in front. To answer to how clutter in Susan's unit impacts her enjoyment of her apartment, she stated that she fears that the furniture will catch on fire on account of furniture being in front of an old school heater; there has not been a fire; she is not aware of whether other tenants have things near their furnace. She has not seen the dog urinate in Susan's unit; however, it smells. When shown a picture of the interior of Susan's unit included in the Staff Report, part of Exhibit B, she stated that it partially reflects what she has seen; you cannot see the furnace in the photo. Her unit is located closer to the coffee shop, almost on the corner; she hears some construction and traffic noise.

Testimony of Sarah Renert, a former tenant of the Building:

Ms. Renert moved out of the Building in 2019; she previously lived upstairs across the hall from Susan for about three years. She is testifying out of care and concern for Susan and her quality of life; she likes Susan; she occasionally visits to check on her. On occasion she heard screaming when she lived in the Building; noise has gotten worse since Mario moved in; on occasion noise kept her awake. She would not speculate if Mario was harming Susan; it did not sound good. She saw Susan after she fell in the bushes; she had a large scratch on her back and was shaken.

Upon cross-examination, Ms. Renert stated she cannot recall a railing on the porch, She did not witness Susan break a window; there was a crack in the window. Addressing how the window affected her enjoyment of her unit she stated the window faces the street and she was concerned about robbers. There was no robbery to her knowledge. She thinks Susan needs care and is disruptive to tenants. She moved out to try a new neighborhood and get more space; it did not have to do with Susan. While she lived at the Building she estimated that she heard loud yelling, screaming and crying on at least four occasions; each time involved another person. She has been awakened by the lights of paramedics at least once over three plus years. If Susan was evicted, she thinks Susan would go to a facility where she has round the clock help; this would be beneficial to her; she does not know Susan's financial situation.

**Presentation by or on behalf of the Tenant:**

**Testimony of Marcy Herrera, a former neighbor who lived in a nearby building, by videotape:**

Ms. Herrera lived on the second floor in the building at 215 S. Tower, directly next door to the Building; her window was adjacent to Susan's apartment. She lived there for almost three years from 1997/98-2000. During that time, she saw Susan every day. She never knew Susan to make disturbances. After moving away, she visited Susan unexpectedly about every three months. During visits, she would step inside Susan's apartment; Susan's apartment was tidy; she did not notice bad smells; she has had a housekeeper for many years. Susan can take care of herself. The Landlord was kind to other tenants but was not very kind to Susan. She intervened with the Landlord in 1998/99 for Susan to get new carpets and painting like the other tenants. On one visit Susan called the paramedics; the paramedics said Susan was anxious and had a fast heartbeat.

**Rebuttal Testimony of Sharon Darnov, Landlord:**

Sharon Darnov stated she did not know Ms. Herrera; when Ms. Hererra lived in the nearby building; in 1998, a one and half page letter was written about Susan, which is not in the Staff Report; nothing has changed since 1998. There are no other dogs in the Building. Upon questioning by the Tenant's attorney and the Committee, Ms. Darnov stated she inspected Susan's unit on July 17th because she had not been in the unit in two years and this case was coming up, and she wanted to see first-hand what her apartment looked like; She gave notice 24 hours in advance. Susan has an oral lease; it has provisions other than to pay rent; she does not remember the terms, which are based on a list she got from her father in 2014. We do not rent to more than one tenant. She is the only tenant in the Building with an oral lease. She was never asked permission about Mario Prado; her daughter witnessed him moving in. She described disputes she had with other tenants in other buildings, one case was a trip and fall and the other one was a tenant who was upset because the tenant below her was smoking.

**Testimony of Susan Susman, the Tenant:**

Ms. Susman pays rent of \$648 per month. Her income is approximately \$950 per month. She is concerned and nervous about the Hearing and has not been able to sleep for a couple of nights. In her oral lease, entered into 37 years ago, she did not agree to no pets in her apartment; there was no requirement that no other people live there; there were no requirements, other than to pay rent. She does not have trouble with neighbors; her relationship with her neighbors is good; she likes living there. A housekeeper comes once a week to clean. Mario Prado is a very good, close friend she met a few years ago. He visits so often because sometimes she has pain and wakes up scared at night and he comes over and comforts her. He lives in Mar Vista and he goes to his home at least once a day. He helps Susan by taking out the garbage and vacuuming. He has never hurt her. Neighbors have not called the police out of concern. Her home is very well kept. She takes out her dog about twice a day and cleans up after the dog. The dog originally belonged to a neighbor in the Building who passed away. She has no problems with her neighbors. She can only recall one time a neighbor made a complaint directly to her because she thinks she was talking loud on the phone to a person who was hard of hearing. She would try to correct the problem if someone complained directly to her. She wears her house key on a chain; she always wears it so she does not lock herself out of the apartment. It is very important to her to not disturb her neighbors and ask for help. It is very important to her to stay in her home; she likes

location; there is no disturbance. Her doctor has not raised concerns that she is not able to take care of herself; she talks to him twice a week. She does not know what would happen if she did not live in her apartment; she has nowhere to go; she can't find an apartment she can afford; she can't afford assisted living.

Upon cross-examination, Ms. Susman stated she had no reason to believe the witnesses were not telling the truth. She hopes neighbors like her as a person. She does not know Mario's address in Mar Vista; she has not seen his place and does not know exactly where it is. When Mario leaves, he usually does not come back the same day; he comes back the next day. She has no knowledge of Mario bringing a suitcase; he has not brought personal items. He stays overnight sometimes because she is afraid or not feeling well. He has not physically hurt her. She and Mario have had disagreements in the apartment; the last time was a couple of months ago. Mario occasionally raises his voice to her; he is a kind of a nervous person. Occasionally Susan raises her voice back. Arguments usually occur during the day, very rarely at night. He is not an alcoholic; he drinks but not to excess; he argues the same if he drinks. Her dog does not go to the bathroom in her apartment; she takes the dog out regularly; the dog has never urinated on the carpet. Her sense of smell is about the same as it used to be; she would notice if her apartment smelled like urine. She has never smelled urine anywhere. Regarding dog waste outside, there are other dogs in the neighborhood; she sees them defecate in the yard. She always manages to clean up after her dog. She calls Mario maybe once every one to two weeks when she is anxious; he comes over more often because they are good friends and enjoy each other's company. She calls 911 maybe once every three months. She does not see the lights or hear the sirens. She has not made any written complaints to Sharon Darnov about the conditions in her apartment. She did not tell Sharon about the broken window; a neighbor told Sharon about the broken window. She has not had any personal run-ins with Sharon Darnov.

Upon questioning by her attorney, Ms. Susman stated that she does not drive; she has never been to Mario Prado's home; she does not have a reason to go to Mario's home. Mario does not scream and yell; he spoke a little above normal; has a stern tone. Her friends, including Marci, have never complained to her of a smell. She does not call 911 if it is not serious; she would think twice; she would not call 911 because she is lonely. She has no complaints about her apartment; there are some things that could be better. She likes her home.



## **EXHIBIT C**

### **SUMMARY OF EXHIBITS UPON WHICH DECISION IS BASED**

The following exhibits were admitted into evidence by or on behalf of the Landlord:

1. Memorandum in support of the Application, signed by Stephen C. Durringer, attorney for the Landlord, dated November 19, 2019.
2. Declaration of Maria Fay, current tenant of unit no. 10 of the Building, signed under penalty of perjury, dated November 15, 2019.
3. Declaration of Abisha Safia Michelle Alshebaiki, current tenant of unit no. 1 of the Building, signed under penalty of perjury, dated November 15, 2019, who stated that on several occasions she has been disturbed by arguments between Ms. Susman and her male companion.
4. Declaration of Sarah Renert, former tenant of unit no. 9 of the Building, signed under penalty of perjury, dated November 16, 2019.
5. Declaration of April Salazar, current tenant of unit no. 11 of the Building, signed under penalty of perjury, dated November 16, 2019, who stated that when Ms. Susman leaves her door open, she hears crying or yelling or arguing with a man who appears to be living with her.
6. Transcript of an email from Gincario Balarezo, former tenant of unit no. 4 of the Building, to Sharon, signed by Gincario Balarezo, dated August 28, 2019.
7. Declaration of Morris Darnov, father of Sharon Darnov and owner of the Building as of 1981, signed under penalty of perjury, dated November 14, 2019.
8. Document entitled "Terms I discussed with Susan Susman when she moved in:" signed by Moris Darnov, dated February 11, 2019.
9. Three Day Notice to Perform Covenants or Quit, addressed to Susan Susman, dated July 11, 2019.
10. Letter from Darnov Family Limited Partnership to Susan Susman regarding Three Day Notice to Perform or Quit, signed by Sharon Darnov, dated July 11, 2019.
11. Proof of Service, signed by Remmie Maden, dated July 11, 2019.
12. Undated photograph of interior of Tenant's unit.
13. Declaration of Sharon Darnov, dated November 18, 2019.
14. Declaration of Sharon Darnov, signed under penalty of perjury, dated November 18, 2019.

The following exhibits were admitted into evidence by or on behalf of the Tenant:

1. Videotape declaration of Marci Herrera, former tenant of a unit in a building next to the Building and friend of the Tenant; testimony provided under penalty of perjury, videotaped on September 20, 2019 and played at the Hearing.
2. Susan Susman's Response in Opposition to Disruptive Tenant Application, signed by Paul M. Rosen and Gabrielle Trujillo, attorneys for the Tenant.
3. Declaration of Susan Susman, signed under penalty of perjury, dated November 11, 2019.
4. Photo of Tenant's pet dog.
5. Eight (8) photos of the interior of the Tenant's unit, taken by Gabrielle Trujillo, attorney for the Tenant, on October 1, 2019.
6. Declaration of Gabrielle Trujillo, attorney for the Tenant, signed under penalty of perjury, dated November 12, 2019.
7. Descriptions and twenty-three (23) photos of unit nos. 4 and 14 of the Building which are available for rent, including photos of the laundry room and exterior of the Building, accessed by Ms. Trujillo, attorney for the Tenant, on Zillow.com on November 11, 2019.
8. Copies of two (2) email requests and one letter from Paul Rosen, attorney for the Tenant, dated November 12, 2019, November 6, 2019, and September 12, 2019, and one (1) email request from Gabrielle Trujillo, attorney for the Tenant, dated September 18, 2019, requesting discovery from Sharon Darnov through her attorney Steven Duringer.
9. Public records of emergency services dispatched to the Tenant's unit on January 2, 2018, April 7, 2018, April 30, 2018, October 1, 2018, February 12, 2019, February 19, 2019, and March 17, 2019.
10. Declaration of Mairo Prado, resident of Mar Vista, CA, signed under penalty of perjury, dated November 11, 2019.
11. Declaration of Jeffrey Crausman, the Tenant's counselor and life coach, signed under penalty of perjury, dated November 11, 2019.
12. Declaration of Marci Herrera, resident of Burbank, CA and former tenant of a unit in a building next to the Building, signed under penalty of perjury, dated September 27, 2019.
13. Declaration of Marijose Ramirez, a law student who interned at Bet Tzedek Legal Services from May 2019 to August 2019, signed under penalty of perjury, dated August 2, 2019.

14. Declaration of Margueritte Bangunan, a law student who interned at Bet Tzedek Legal Services from May 2019 to August 2019, signed under penalty of perjury, dated August 2, 2019.

## **EXHIBIT D**

### **APPLICABLE PROVISIONS OF THE MUNICIPAL CODE, FINDINGS OF FACT, AND CONCLUSIONS OF LAW**

#### **Applicable Provisions of the Municipal Code:**

1. Municipal Code Section 4-5-514 was enacted by adoption of City Council Ordinance No. 18-0-2766, which became effective on December 21, 2018.
2. Municipal Code Section 4-5-514(A) provides that a tenant is a Disruptive Tenant if: (1) the tenant repeatedly or continually disturbs the peaceful and quiet enjoyment of one or more tenants who occupy other rental units in the apartment building where the tenant resides or (2) antagonizes, intimidates or bullies one or more tenants who reside at that apartment building and does not cease the behavior when requested to do so by the other tenant(s) or by the property owner or manager of the premises.
3. The Landlord must carry the burden of demonstrating that the Tenant has been a Disruptive Tenant pursuant to Municipal Code Section 4-5-514(B)(5)(d).

#### **Findings of Fact:**

1. On July 30, 2019, the Landlord filed a complete Application in accordance with Municipal Code Section 4-5-514(B)(3) requesting the Committee to determine that the Tenant is a Disruptive Tenant.
2. The Tenant is a 76-year old woman who has resided in unit no. 2 of the Building since 1982 pursuant to an oral lease, and her current rent is \$648 per month. The Tenant owns a small dog, weighing approximately five pounds.
3. No evidence was presented, and no allegations were made that the Tenant antagonizes, intimidates or bullies any tenant in the Building.
4. Mario Prado and Loud Talking or Yelling. Testimony and evidence related to the conduct that occurred in the Tenant's apartment when Mr. Prado was present establishes that the Tenant and Mr. Prado had arguments, which may have involved yelling and screaming, or only raised voices, and may have occurred during the day, at night, or both. No recordings of any arguments were submitted into evidence. The testimony did not establish that the arguments occur continually. Current tenant Maria Fay testified that she has been awakened multiple times, and former tenant Sarah Renert testified that she had heard loud yelling and screaming which involved another person on at least four occasions during the three years she lived in the Building. Declarations submitted by current tenants Salazar and Alshebaiki stated that they had been disturbed by Ms. Susman's conduct. Tenant Susman testified that the last argument with Mr. Prado occurred a couple of months ago. While there was speculation that Mr. Prado harms the Tenant, there was no testimony or evidence introduced that this actually occurs, and the Tenant denied in her testimony that Mr. Prado harms her.

There was evidence presented that Mr. Prado smoked on the premises or in the Tenant's apartment, but the Landlord testified that she thinks Mr. Prado stopped smoking after being requested to do, which is supported by Mr. Prado's declaration in which he states that after he received a single complaint, he began going across the street to smoke.

On one occasion, the Tenant talked on the phone loudly. However, when asked by Maria Fay to stop yelling, the Tenant became quieter. There is no evidence that the Tenant has continually talked loudly on the phone.

5. Offensive Odors Coming from the Tenant's Apartment. There was testimony, including in declarations by Tenants Salazar and Alshebaiki, that a smell of urine came from the Tenant's apartment, but there was also testimony by Marci Herrera, a regular visitor to the Tenant's apartment, that she never smelled urine. There was no testimony from anyone that they witnessed the dog urinate in the Tenant's apartment. The Tenant testified that she regularly walks her dog every day and that the dog has never urinated in the apartment.

6. Dog Waste on the Premises. The Tenant is the only Tenant in the Building who owns a dog, but this does not establish that her dog is the reason why there are dog feces on the porch or in the yard. The testimony also does not establish that the presence of dog waste is a continual problem. Maria Fay testified that she observed dog waste on the front porch at least three times, but she did not remember how long of a period of time this related to. Although witnesses for the Landlord testified that they observed the feces and observed the Tenant walking the dog on the porch or in the yard, there was no testimony by anyone that they witnessed the Tenant allowing her dog to defecate without cleaning up the waste. The Tenant testified that she has seen other dogs in the neighborhood defecate in the yard and that she always cleans up after her dog.

7. The Tenant Locks Herself Out. There was testimony that the Tenant locks herself out which disturbs the other tenants. However, after the Landlord started charging the Tenants a fee to open the door, she is not aware that the Tenant has locked herself out since. The Tenants testified that she now wears her key on a chain around her neck.

8. 911 Calls. The Tenant made multiple calls to 911. The frequency of the number of calls was disputed, but public records of emergency services dispatched to the Tenant's unit submitted by the Tenant show that paramedics responded on January 2, 2018, April 7, 2018, April 30, 2018, October 1, 2018, February 12, 2019, February 19, 2019, and March 17, 2019. Sarah Renert testified that she was awakened at least once by the paramedics in a period of over three years. It is not relevant that the Tenant never was transported by the paramedics.

9. Further Risk of Damage to the Building. The Tenant fell off the porch one time and broke a window. The porch did not have a railing. The Tenant did not report the broken window to the Landlord but testified that she was aware that another tenant did. The Tenant's act was not intentional and does not provide a basis for asserting that the Tenant may cause additional damage to the premises. That a tenant was concerned that robbers might enter through the broken window does not mean that the Tenant disturbed the peaceful and quiet enjoyment of that tenant by accidentally breaking the window.

10. Condition of the Tenant's Unit. The tidiness of the Tenant's apartment and whether the apartment was cluttered was disputed. However, the state of the interior of the unit does not provide a basis for determining that the Tenant disturbed the peaceful and quiet enjoyment of the other tenants. Maria Fay expressed concern that the placement of furniture in front of the heater in the Tenant's apartment might start a fire, but acknowledged that she is not aware if other tenants have furniture in front of their heaters.

11. If any statement under this heading is determined to be a conclusion of law, it is to be treated as such.

### **Conclusions of Law**

1. The Tenant has an oral lease. Testimony and evidence related to whether Mario Prado moved in with the Tenant, was an unauthorized tenant in violation of the Tenant's lease, or paid rent to the Landlord is not relevant to a determination of whether the Tenant is a Disruptive Tenant.

2. Although the Landlord presented testimony, both in declarations and by witnesses at the hearing, that other tenants at the subject apartment building were disturbed by Ms. Susman from time to time, the evidence did not demonstrate that the tenant repeatedly or continually disturbed the peaceful and quiet enjoyment of other tenants who occupy rental units in the apartment building or did not cease the conduct of talking loudly or locking herself out, when the Tenant was requested to do so.

3. Seeking emergency medical assistance is a right of every resident of the City of Beverly Hills and in this case does not constitute disruptive conduct by a tenant under Municipal Code Section 4-5-514, even if the paramedics, or their lights and sirens happen to disturb the other tenants.

4. Based upon the Findings of Fact set forth above, the Landlord failed to carry the burden of demonstrating that the Tenant repeatedly or continually disturbed the peaceful and quiet enjoyment of one or more tenants in the Building and that the Tenant's conduct was disruptive.

5. Based on the foregoing, the Tenant is not a Disruptive Tenant, as defined in Municipal Code Section 4-5-514(A) because the Tenant has not repeatedly or continually disturbed the peaceful and quiet enjoyment of one or more tenants in the Building where the tenant resides, and has ceased certain behavior (of loud talking and locking herself out) when requested to do so by the other tenant(s) or by the property owner or manager of the premises. Furthermore, no evidence was presented or allegation was made that the Tenant antagonizes, intimidates or bullies one or more tenants who reside at that apartment building.

6. If any statement under this heading is determined to be a finding of fact, it is to be treated as such.