

CAPRI MADDOX
GENERAL MANAGER

CLAUDIA LUNA
ASSISTANT GENERAL MANAGER

KIM KASRELIOVICH
ASSISTANT GENERAL MANAGER

**CITY OF LOS ANGELES
CALIFORNIA**



**KAREN BASS
MAYOR**

**CIVIL + HUMAN RIGHTS
AND EQUITY DEPARTMENT**

201 N. LOS ANGELES ST., SUITE 6
LOS ANGELES, CA 90012

(213) 978-1845

civilandhumanrights.lacity.org

NOTICE OF VIOLATION

Date: July 25, 2024
Compliance Date: August 24, 2024

INVESTIGATION NO.: DISINV1059
NOTICE NO.: DISENF1008

RESPONDENT: Samuel Egwurube
ADDRESS: [REDACTED], Los Angeles, CA 90016

VIOLATION DATE: Ongoing

Violation. The Los Angeles Department of Civil + Human Rights and Equity, by and through its Civil Rights Enforcement Unit, conducted an investigation based on an allegation of discrimination by Respondent and found the following act(s) in violation of Los Angeles Municipal Code Section 51.03:

1. Samuel and Patience Egwurube own the property located at [REDACTED], Los Angeles, CA 90016.
2. On or about January 8, 2014, Respondent Samuel Egwurube entered into an agreement with the Housing Authority of Los Angeles (HACLA), Section 8 program, to accept tenant M [REDACTED] B [REDACTED]. On or about March 29, 2014, Ms. B [REDACTED] and Mr. Egwurube signed a lease for [REDACTED], Los Angeles, CA 90016.
3. The agreed-upon rent amount was \$1,421 per month, with approximately \$1,190 paid by the Section 8 program and approximately \$231¹ paid by Ms. B [REDACTED].

¹ The exact amount paid by each party fluctuated over the years but the total rent amount to the landlord, Mr. Egwurube remained \$1,421 per month.

4. Ms. B [REDACTED] is elderly and wheelchair-bound, with various additional health issues. At the time Ms. B [REDACTED], HACLA, and Mr. Egwurube entered into the lease agreements, Ms. B [REDACTED] was approved for a live-in aide by HACLA.
5. On or about April 1, 2014, Ms. B [REDACTED] moved into [REDACTED] with her live-in aide.
6. On or about April 3, 2017, Mr. Egwurube tried unsuccessfully to evict Ms. B [REDACTED] and exit the Section 8 program. Mr. Egwurube gave Ms. B [REDACTED] 90 days' notice, as is required by the Section 8 program however, he failed to properly complete the paperwork required by HACLA.
7. On or about March 1, 2018, after the passing of Ms. B [REDACTED]'s previous live-in aide, Mr. Egwurube refused to consent to a new live-in aide for Ms. B [REDACTED]. As a result, HACLA downgraded Ms. B [REDACTED]'s voucher bedroom size from two to one. However, Ms. B [REDACTED] remained in the same unit and both the section 8 voucher and Ms. B [REDACTED]'s contribution remained unchanged.
8. On or about April 7, 2020, Ms. B [REDACTED] submitted a request to HACLA for a live-in aide as a reasonable accommodation.
9. On or about April 29, 2020, the County of Los Angeles In-Home Supportive Services (IHSS) issued a notice to Ms. B [REDACTED] that her in-home supportive service hours were approximately 120 hours per month or 30 hours per week. The services required encompassed nearly all tasks associated with normal daily living, such as shopping, cooking, cleaning, ambulation, and hygiene.
10. Also, on or about April 29, 2020, Ms. B [REDACTED] submitted a written request to HACLA to withdraw her request for a live-in aide because the landlord, Mr. Egwurube, was requiring her to make a separate \$350 per month payment outside of the Section 8 rental agreement and lease for an aide to live in the apartment.
11. On or about May 13, 2020, HACLA approved Ms. B [REDACTED]'s reasonable accommodation request for a live-in aide, effective May 6, 2020. However, Ms. B [REDACTED] was unable to secure a live-in aide at that time due to Mr. Egwurube's refusal to permit one.
12. On or about September 15, 2021, Mr. Egwurube issued a "3 DAYS NOTICE: Downgrade of Two Bedrooms Voucher to One Bedroom Voucher" to Ms. B [REDACTED],

demanding that Ms. B [REDACTED] pay an extra \$2,263 for her two-bedroom apartment, or the lease would be terminated on October 16, 2021. The additional amount demanded was outside the agreed upon Section 8 rental agreement and lease.

13. The following day, on or about September 16, 2021, Mr. Egwurube issued a “3 DAYS NOTICE: Notice of Lease Violation,” alleging that Ms. B [REDACTED] had additional people living in the unit and, therefore, violated the lease.
14. On or about the same day, Mr. Egwurube also issued a “Notice to Pay or Quit,” alleging that Ms. B [REDACTED] was late on her August and September rents and, therefore, owed \$586 in late fees.
15. Although Mr. Egwurube included a “cc” to Ms. B [REDACTED]’s Section 8 advisor on both “3 DAYS NOTICE” letters, HACLA has no record of these communications in their files. In addition, there is no indication that Ms. B [REDACTED] was late on her rent or had unauthorized tenants living with her. Mr. Egwurube did not take any further steps to attempt to enforce these Notices.
16. At no time, while Ms. B [REDACTED] has been a tenant, did Mr. Egwurube avail himself of the HACLA procedures for landlords to seek rent increases.
17. On or about March 30, 2022, Ms. B [REDACTED] completed her annual renewal paperwork for Section 8 eligibility and indicated that M.S.² was willing and available to be her live-in aide.
18. On or about November 17, 2022, HACLA again approved Ms. B [REDACTED]’s reasonable accommodation request for a live-in aide, effective November 14, 2022.
19. Mr. Egwurube refused to approve M.S. as a live-in aide for Ms. B [REDACTED] and failed to provide a reason. IHSS conducted a Department of Justice background check and approved M.S. to provide in-home supportive services to Ms. B [REDACTED]. Therefore, although IHSS approved M.S. as Ms. B [REDACTED]’s caretaker and HACLA approved a live-in aide for Ms. B [REDACTED], M.S. is unable to reside with Ms. B [REDACTED].
20. On or about April 29, 2023, Mr. Egwurube issued a “30 DAYS NOTICE” (Notice) to Ms. B [REDACTED] alleging numerous lease violations. Again, Mr. Egwurube included

² M.S. is the caregiver chosen by Ms. Blount and approved by IHSS. Initials are used for identity of the caregiver in order to protect their privacy.

a “cc” to Ms. B [REDACTED]’s Section 8 advisor, yet HACLA had no record of these communications in their files. In addition, despite being aware of the Section 8 requirement to provide 90 days’ notice to terminate a lease, Mr. Egwurube gave Ms. B [REDACTED] 30 days’ notice. Mr. Egwurube did not take any further steps to attempt to enforce the Notice.

21. To date, M.S. provides in-home supportive services to Ms. B [REDACTED] but is unable to reside in her two-bedroom unit because Mr. Egwurube will not approve M.S. to live with Ms. B [REDACTED].

By the foregoing actions, Samuel Egwurube engaged in discrimination based on source of income and/or medical condition in violation of Los Angeles Municipal Code Section 51.03.

Administrative Penalties. Pursuant to Los Angeles Municipal Code Section 51.07(A) an administrative penalty of \$15,000 is imposed. You are ordered to pay the administrative penalty on or before the Compliance Date.

Compensatory Penalties. Pursuant to Los Angeles Municipal Code Section 51.07(A) a compensatory penalty of \$15,000 is imposed. You are ordered to pay the compensatory penalty on or before the Compliance Date.

Total Penalties Imposed: \$30,000
Due by: August 24, 2024

Corrective Actions. Pursuant to Los Angeles Municipal Code Section 51.07(A), a corrective action is hereby imposed. You are ordered to attend one Landlord Orientation Seminar for the Section 8 Program, conducted by the Housing Authority of the City of Los Angeles (HACLA) and sign up for the HACLA Landlord Section 8 Newsletter within 30 days of the Compliance Date. You must provide proof of attendance in the class and registration for the newsletter by submitting email confirmations from HACLA of participation in both programs to the Los Angeles Civil + Human Rights and Equity Department within 45 days of the Compliance Date.

ADMINISTRATIVE HEARING NOTICE:

You may file an appeal of this Notice of Violation by requesting an administrative hearing pursuant to Los Angeles Municipal Code Section 51.08(A). Your request for an administrative hearing/appeal must be postmarked or received by the Los Angeles Commission on Civil Rights within 15 calendar days of the mailing of this Notice. The request for hearing must: 1) be in writing; 2) specify in detail the objections to the notice

of violation; and 3) indicate your preferred return mailing address. In order to request a hearing, please complete and return the attached Request for Hearing either by mail to the Commission on Civil Rights, 201 N. Los Angeles Street, Suite 6, Los Angeles, CA 90012, Mail Stop: 1500-010 or by email to CRE@lacity.org.

If the Commission on Civil Rights does not receive a timely request for a hearing or you fail to appear at the hearing that will be scheduled, the Notice of Violation will be considered final. Please refer to Los Angeles Municipal Code Section 51.08 and Commission on Civil Rights Administrative Rules and Procedures (<https://civilandhumanrights.lacity.org/commissions/commission-civil-rights>) for more information regarding the appeal process.

WARNING

Failure to respond to this notice will result in the Notice of Violation becoming final.

Failure to timely pay a penalty will result in the assessment of a late fee, assessed daily at a rate of 7 percent per annum of the outstanding amount of the penalty and late fees, if any. The City may collect any unpaid penalty, including the late fee, by means of a civil action, injunctive relief, specific performance, and the recordation of a lien against real property in accordance with applicable law.

Any questions regarding this Notice of Violation can be directed to Civil + Human Rights and Equity Department, 201 N. Los Angeles Street, Suite 6, Mail Stop: 1500-010, Los Angeles, CA 90012, (213) 978-1845, or CRE@lacity.org.

Signed:



Capri Maddox, General Manager
Civil + Human Rights and Equity Department

7-25-24

Date