

1 ROB BONTA  
Attorney General of California  
2 NICKLAS A. AKERS  
Senior Assistant Attorney General  
3 TINA CHAROENPONG  
Supervising Deputy Attorney General  
4 HUNTER LANDERHOLM (SBN 294698)  
RACHEL A. FOODMAN (SBN 308364)  
5 Deputy Attorneys General  
Telephone: (510) 879-0751  
6 E-mail: Hunter.Landerholm@doj.ca.gov  
*Attorneys for Plaintiff the People of the State of*  
7 *California*

[EXEMPT FROM FILING FEES  
UNDER GOV. CODE, § 6103]

ELECTRONICALLY FILED  
by  
Superior Court of California  
County of Yuba  
on 6/11/2024  
by C Fuentes

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF YUBA

11 **THE PEOPLE OF THE STATE OF**  
12 **CALIFORNIA,**

13 Plaintiff,

14 v.

15 **BOSANEK ENTERPRISES INC. (DBA**  
16 **HERITAGE PROPERTY MANAGEMENT**  
17 **SERVICES)**

18 Defendant.

Case No. CVCV24-00732

**COMPLAINT FOR PERMANENT  
INJUNCTION, CIVIL PENALTIES,  
RESTITUTION, AND OTHER  
EQUITABLE RELIEF**

(BUS. & PROF. CODE, § 17200 et seq.)

19 The People of the State of California (“People”), by Rob Bonta, Attorney General of the  
20 State of California, bring this action against Bosanek Enterprises Inc. (DBA Heritage Property  
21 Management Services) (“Defendant”) for violating the Unfair Competition Law (Bus. & Prof.  
22 Code, § 17200 et seq.), and allege the following:

23 **INTRODUCTION**

24 1. The People bring this civil enforcement action against Defendant for violations of  
25 the Unfair Competition Law (“UCL”). These violations are predicated on the Tenant Protection  
26 Act of 2019 (“TPA”).

27 2. Defendant violated the TPA by serving notices to terminate tenancy, and otherwise  
28

1 facilitating the eviction of tenants, without just cause.

2 **DEFENDANT**

3 3. Defendant Bosanek Enterprises Inc. (DBA Heritage Property Management  
4 Services) is a property management company that operates in Yuba County and the surrounding  
5 communities. Among other business activities, Heritage Property Management manages  
6 residential rental properties for its property-owner clients. These management activities include  
7 advertising rental units, screening new rental applicants, collecting rent from existing tenants,  
8 facilitating unit renovations, serving notices to raise rent, serving notices to terminate tenancies,  
9 and facilitating evictions.

10 **JURISDICTION AND VENUE**

11 4. This Court has jurisdiction over the allegations and subject matter of the People’s  
12 Complaint filed in this action, brought under Business and Professions Code section 17200 et seq.

13 5. Venue is proper here because all violations of law alleged in this Complaint  
14 occurred in this county.

15 **THE TENANT PROTECTION ACT**

16 6. In 2019, California enacted the TPA, which created significant new rent-increase  
17 and eviction protections for most residential tenants.

18 7. When it enacted the TPA, the Legislature recognized the need to protect California  
19 tenants from the financial destabilization frequently caused by large, unexpected rent increases. It  
20 also recognized that placing limits on rent increases necessitated a corresponding prohibition on  
21 evictions without justification, commonly referred to as a “just cause.” (Sen. Com. On Judiciary,  
22 Analysis of Assem. Bill No 1482 (2019-2020 Reg. Sess.) July 8, 2019, p. 1.) Requiring a just-  
23 cause basis for eviction prevents landlords from easily evicting tenants in order to reset unit rents  
24 at higher rates than the rent-increase cap allows. It also recognizes the harm that unwarranted  
25 displacement may cause tenants, including struggles to find new affordable housing, moving  
26 expenses, longer commute times, school and work disruption, and so forth. As such, the TPA  
27 permits terminating tenancies for covered tenants only where there is a statutorily enumerated  
28 cause. (Civ. Code, § 1946.2, subd. (b).)

1           8.       Under the TPA, a landlord may evict a tenant in order to demolish or substantially  
2 remodel the property. (Civ. Code, § 1946.2 subd. (b)(2)(D).) To comply with the TPA, a  
3 landlord’s substantial remodel work must meet certain requirements, even if the landlord is  
4 performing work in good faith and not as a deliberate pretext to evict a tenant. “Substantial  
5 remodel,” as defined by statute, requires certain work—specifically, the replacement or  
6 substantial modification of an entire structural, electrical, plumbing, or mechanical system that  
7 requires government permits, or the abatement of hazardous materials. (*Ibid.*) Discrete plumbing  
8 or electrical work, for example, is insufficient. To qualify as a substantial remodel, the work  
9 cannot reasonably be accomplished safely with the tenant in place and instead must require the  
10 tenant to vacate the unit for 30 or more days. (*Ibid.*) Work does not constitute a substantial  
11 remodel under the TPA if the tenant could safely live in the unit without violating health, safety,  
12 or habitability laws for one or more of those 30 or more days. Substantial remodel does not  
13 include cosmetic work or work that can be performed safely without requiring a tenant to vacate  
14 their unit for at least 30 days. (*Ibid.*)

15           9.       Landlords invoking the substantial-remodel just cause should be able to show that  
16 they obtained estimates from licensed contractors about the scope and duration of work, sought  
17 and received permits for the work, and actually completed work that met the statutory definition,  
18 including showing that the work reasonably could not have been done with the tenant in place or  
19 by relocating the tenant for a period of less than 30 days. Work that can be diligently performed  
20 with a tenant absent from the unit for less than 30 days cannot form the basis of an eviction, even  
21 if a landlord, property manager, or contractor chooses to perform the work at a slower pace.

22           10.      Another “just cause” for eviction set forth in the TPA is when the owner intends  
23 for themselves or a close relative to move into the unit. (Civ. Code, § 1946.2 subd. (b)(2)(A).)  
24 Not any relative can justify evicting a tenant. Rather, the Legislature carefully restricted the list  
25 of qualifying relatives to the owner’s “spouse, domestic partner, children, grandchildren, parents,  
26 or grandparents.” (*Ibid.*) An owner utilizing this just cause should be able to show that the owner  
27 or a qualifying relative actually intends to occupy the relevant unit.  
28

1 **DEFENDANT’S BUSINESS PRACTICES**

2 11. In its capacity as property manager, Heritage Property Management engaged in  
3 unlawful conduct when facilitating evictions for two of its property owner clients.

4 12. In 2022, Heritage Property Management served notices to terminate tenancy at  
5 two units it managed for the property owner of the Garden Vista Apartments, a 32-unit apartment  
6 complex located on Swezy Street. Each of these notices cited substantial remodel as the just cause  
7 for eviction.

8 13. The substantial remodel notices were unlawful and fraudulent.

9 14. First, the work did not rise to the level required by the TPA to justify an eviction.  
10 Heritage Property Management coordinated work on the Swezy Street units, and the work did not  
11 replace or substantially modify a structural, electrical, plumbing, or mechanical system. No  
12 mechanical or structural work was completed at all. The electrical work performed was limited to  
13 minor tasks like replacing outlets. The plumbing work performed related to the connection of new  
14 bathroom fixtures to existing plumbing, but did not replace or modify the overall plumbing  
15 system. The remaining work was cosmetic — new flooring, fresh paint, new blinds, and so on.  
16 The work performed was in the nature of a typical turnaround job for an aging unit, not a  
17 substantial remodel required by the TPA.

18 15. Second, no permits were pulled for the work in either unit prior to the eviction  
19 notices being served or prior to the work commencing.

20 16. And third, the work performed did not require the tenants to vacate the units for  
21 more than 30 days. In fact, the total work lasted either less than, or only slightly more than 30  
22 days, and in both cases took longer than reasonably necessary because it was substantially  
23 performed by a single person, at times assisted by another individual, and on an intermittent basis  
24 due to multiple other jobs he was performing at other Heritage properties simultaneously. Further,  
25 as described above, a significant portion of the work did not require the tenants to vacate their  
26 units.

27 17. The tenants who received these unlawful notices vacated their units, creating  
28 hardship as they looked for new housing in California’s difficult housing market. After the work

1 was completed, Heritage assisted the owner in re-renting both units at higher rates.

2 18. Separately, in 2022, Heritage served a notice to terminate tenancy on the tenants at  
3 1135 Nadene Street on behalf of a second property owner, citing “Family Move-In” as the cause  
4 for the eviction.

5 19. This notice was unlawful and fraudulent. No relative ever moved into their vacant  
6 unit. Instead, Heritage advertised the unit for rent less than a month later, and re-leased 1135  
7 Nadene Street to new tenants for nearly double the rent of the tenants who were evicted. Nor did  
8 Heritage verify prior to serving the notice that the relative the owner planned to move into the  
9 unit was a qualifying relative under the TPA.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

12 (Unfair Competition)

13 20. Plaintiff realleges paragraphs 1 through 19 and incorporates these paragraphs by  
14 reference as if fully set forth in this cause of action.

15 21. Defendant has engaged in business acts or practices that constitute unfair  
16 competition as defined in the Unfair Competition Law, Business and Professions Code section  
17 17200 et seq. These acts or practices include, but are not limited to, unlawfully and fraudulently  
18 seeking to evict tenants without a just-cause basis in violation of the Tenant Protection Act, Civil  
19 Code section 1946.2.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, the People pray for judgment as follows:

22 1. Under Business and Professions Code section 17203, that Defendant, and its agents  
23 or representatives, be permanently enjoined from committing any unlawful, unfair, or fraudulent  
24 acts of unfair competition in violation of Business and Professions Code section 17200 as alleged  
25 in this Complaint;

26 2. That the Court make such orders or judgments as may be necessary to prevent the  
27 use or employment by Defendant of any practice that constitutes unfair competition or as may be  
28 necessary to restore to any person in interest any money or property that may have been acquired

1 by means of such unfair competition, under the authority of Business and Professions Code  
2 section 17203;

3 3. That the Court assess a civil penalty of \$2,500 against Defendant for each  
4 violation of Business and Professions Code section 17200 in an amount according to proof, under  
5 the authority of Business and Professions Code section 17206;

6 4. That the People recover its costs of suit, including costs of its investigation; and

7 5. For such other and further relief that the Court deems just and proper.

8

9 Dated: June 10, 2024

Respectfully Submitted,

10

ROB BONTA  
Attorney General of California

11

12



13

---

HUNTER LANDERHOLM  
Deputy Attorney General

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28