

**United States Bankruptcy Court
Central District of California
San Fernando Valley
Victoria Kaufman, Presiding
Courtroom 301 Calendar**

Thursday, May 1, 2025

Hearing Room 301

9:30 AM

1: -

Chapter

#0.00 All hearings on this calendar will be conducted in Courtroom 301 at 21041 Burbank Boulevard, Woodland Hills, California, 91367. All parties in interest, members of the public and the press may attend the hearings on this calendar in person.

Additionally, (except with respect to evidentiary hearings, or as otherwise ordered by the Court) parties in interest (and their counsel) may connect by ZoomGov audio and video free of charge, using the connection information provided below. Members of the public and the press may only connect to the zoom audio feed, and only by telephone. Access to the video feed by these individuals is prohibited.

Parties in interest may participate by ZoomGov video and audio using a personal computer (equipped with camera, microphone and speaker), or a handheld mobile device (such as an iPhone or Android phone). Members of the public, the press and parties in interest may participate by audio only using a telephone (standard telephone charges may apply).

Neither a Zoom nor a ZoomGov account is necessary to participate remotely and there are no fees for doing so. No pre-registration or prior approval is required.

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Password: 744113

For more information on appearing before Judge Kaufman by ZoomGov, please see the information entitled "Tips for a Successful ZoomGov Court Experience" on the Court's website at: <https://www.cacb.uscourts.gov/judges/honorable-victoria-s-kaufman> under the tab "Telephonic Instructions."

Docket 0

Tentative Ruling:

- NONE LISTED -

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1:25-10566 Tula Vanesa Mata

Chapter 7

#1.00 Motion for relief from the automatic stay [UD]

PPF AMLI 21200 KITTRIDGE STREET, LP
VS
DEBTOR

Docket 5

Tentative Ruling:

Grant relief from stay pursuant to 11 U.S.C. § 362(d)(1).

Effective December 14, 2023, Tula V Mata ("Debtor") entered into a rental agreement (the "Agreement") with AMLI Management Company ("AMLI"), as agent for PPF AMLI 21200 Kittridge Street, LP ("Movant"), to rent an apartment located at 21200 Kittridge St., #2113, Woodland Hills, CA 91303 (the "Property"), beginning on January 9, 2024. *See* Agreement attached as Exh. 1 to the Declaration of Andrew Lucero (the "Lucero Decl.") [doc. 5]. In accordance with the Agreement, Debtor was required to pay AMLI rent in the amount of \$2,316.00 per month.

In or around June 2024, Debtor ceased paying rent to AMLI. *See* Lucero Decl., ¶ 6.a. On December 18, 2024, Movant or its agent served a three-day notice to quit (the "Notice to Quit") on Ms. Mata and all others in possession of the Property, by, in part, posting the Notice to Quit at the Property. *See* Notice to Quit, attached to Exh. 2 to the Lucero Decl. The Notice to Quit states, in part, that rent due from June 1, 2024 through December 1, 2024, in the aggregate amount of \$16,212, had not been paid and that—

WITHIN THREE (3) DAYS, excluding Saturdays and Sundays and other judicial holidays, after the service on you of this notice, you are hereby required to do one of the following: Pay the delinquent rent of the premises described herein, of which you now hold possession...[o]r deliver up possession of the premises described herein to [AMLI], who/which is authorized to receive the same. If you fail to perform or otherwise comply with this Notice, the Owner/Agent does hereby elect

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to declare the forfeiture of your Rental Agreement under which you hold possession of the above described premises...

Id.

On January 23, 2025, Movant filed a complaint for unlawful detainer against Debtor. See Exh. 2 to the Lucero Decl.

On April 8, 2025, Debtor filed a chapter 7 petition. In her voluntary petition, Debtor indicated that she lives at the Property. As of April 28, 2025, Debtor has not filed, among other things, most of her case commencement documents, including Debtor's schedules A/B, G, I and J, a Declaration in support of Debtor's schedules nor Debtor's Statement of Financial Affairs.

On April 9, 2025, Movant filed a motion for relief from the automatic stay to proceed with the unlawful detainer action (the "Motion") [doc. 5]. In support of the Motion, Movant attached the Lucero Decl.

On April 17, 2025, Debtor filed an opposition to the Motion (the "Opposition") [doc. 14] and attached her declaration (the "Mata Decl.") in support. In the Opposition, Debtor asserts that Movant declined to accept a rent payment from Debtor.

To her declaration, Debtor attached: (1) a copy of an email dated June 17, 2024 from amliwarnercenter@emailrelay.com to Debtor, which states, in relevant part, "[d]ue to the unit having an eviction status as per the 30-Day notice we are unable to cash/hold the check you provided for June 1, 2024, at the leasing office. Please stop by the leasing office at your earliest convenience to pick it up"; and (2) a copy of an email dated June 18, 2024, from Debtor to amliwarnercenter@emailrelay.com stating "[o]k, I will stop by. Thank you[.]" Exh. A to the Mata Decl.

Based on the exhibit attached to the Mata Decl., Debtor apparently is discussing a rent payment made in June 2024. Debtor does not specify the amount of the rent payment which Movant allegedly declined.

Pursuant to 11 U.S.C. § 362(d)—

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On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest;

(2) with respect to a stay of an act against property under subsection (a) of this section, if—

(A) the debtor does not have an equity in such property; and

(B) such property is not necessary to an effective reorganization[.]

11 U.S.C. § 362(a) provides, in part, that the automatic stay applies to "any act to obtain possession of property of the estate, or property from the estate, or to exercise control over property of the estate." Property of the estate includes "all legal or equitable interests of the debtor in property as of the commencement of the case." 11 U.S.C. § 541(a)(1).

"A bankruptcy court must look to state law to determine what 'legal or equitable interests' the debtor had at the commencement of the case." *In re Smith*, 105 B.R. 50, 53 (Bankr. C.D. Cal. 1989); *see also Butner v. United States*, 440 U.S. 48, 54-55, 99 S.Ct. 914, 59 L.Ed.2d 136 (1979); *In re Perl*, 811 F.3d 1120, 1127–28 (9th Cir. 2016). In *Smith*, the bankruptcy court discussed whether a chapter 7 debtor, who was a residential tenant, retains a property interest once a lease has been terminated:

In the case of *In re Windmill Farms, Inc.*, 841 F.2d 1467 (1988), the Ninth Circuit held that a lease of real property is terminated under California law when the lessor affirms his election to terminate the lease as expressed in a notice to pay rent or quit which the lessor has previously served upon the lessee. *Id.* at 1469-71. This affirmation of the termination of the lease by the lessor is usually accomplished by the filing of a complaint for unlawful detainer. Thus, if the lessor properly

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notifies the lessee of the lessor's intention to terminate the lease, the unpaid rent is not paid within the appropriate period of notice, and the lessor affirms his intention to terminate the lease by, at least, filing a complaint for unlawful detainer, the lease is terminated and the lessee retains no property interest with regards to the leased real property, except, perhaps, for one – the right to obtain relief from forfeiture of the lease under California Code of Civil Procedure § 1179.

Smith, 105 B.R. at 53-54.

"Relief from stay proceedings...are primarily procedural; they determine whether there are sufficient countervailing equities to release an individual creditor from the collective stay. One consequence of this broad inquiry is that a creditor's claim or security is not finally determined in the relief from stay proceeding." *In re Veal*, 450 B.R. 897, 914 (9th Cir. BAP 2011) (citing *In re Johnson*, 756 F.2d 738, 740–41 (9th Cir. 1985) ("Hearings on relief from the automatic stay are thus handled in a summary fashion. The validity of the claim or contract underlying the claim is not litigated during the hearing.")).

A proceeding to determine eligibility for relief from a stay only determines whether a creditor should be released from the stay in order to argue the merits in a separate proceeding. Given the limited nature of the relief obtained through this proceeding and because final adjudication of the parties' rights and liabilities is yet to occur, a party seeking stay relief need only establish that it has a colorable claim to the property at issue.

In re Griffin, 719 F.3d 1126, 1128 (9th Cir. 2013) (internal citations omitted). A decision to lift the automatic stay is within the discretion of the bankruptcy court. *In re MacDonald*, 755 F.2d 715, 716 (9th Cir. 1985).

"Section 362(d)(2) requires the bankruptcy court, on request of a party in interest, to grant relief from the automatic stay when debtor has no equity in the property, and the property is not necessary to debtor's effective reorganization." *In re First Yorkshire Holdings, Inc.*, 470 B.R. 864, 869 (9th Cir. BAP 2012). When a court finds that a debtor has no equity in property within the meaning of section 362(d)(2)(A), the

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Chapter 7

debtor must establish that the property is necessary to an effective reorganization. *In re A Partners, LLC*, 344 B.R. 114, 126 (Bankr. E.D. Cal. 2006) (citing 11 U.S.C. § 362(d)(2)(B)).

In her petition, Debtor represents that she resides at the Property. Pursuant to the Agreement, Debtor was required to pay AMLI monthly charges totaling \$2,316 per month, beginning on January 9, 2024. *See* Agreement attached as Exh. 1 to the Lucero Decl. [doc. 5]. Debtor states that Movant and/or its agent refused to accept a rental payment from her, apparently in June 2024. However, Debtor has not provided proof of the amount of the alleged rental payment. To the extent that Debtor's statements constitute a dispute of the amount of rent she owes to Movant, Debtor has not provided evidence to substantiate her dispute.

On December 18, 2024, Movant or its agent served the Notice to Quit on all those in possession of the Property. *See* Notice to Quit, attached to Exh. 2 of the Lucero Decl. Subsequently, Movant filed the complaint for unlawful detainer.

Finally, the Notice to Quit contains the forfeiture election referenced in *Windmill Farms*. As a result, Movant has established that it "has a colorable claim to the property at issue." *Veal*, 450 B.R. at 914–15. Consequently, there is cause to terminate the automatic stay under section 362(d)(1).

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to foreclose upon and obtain possession of the property.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

Any other request for relief is denied.

Movant must submit the order within seven (7) days.

Party Information

Debtor(s):

Tula Vanesa Mata

Pro Se

Movant(s):

PPF AMLI 21200 Kittridge Street,

Represented By

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Tula Vanesa Mata

Todd A Brisco

Chapter 7

Trustee(s):

Nancy J Zamora (TR)

Pro Se

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1:25-10291 Rene E. Carcamo

Chapter 13

#2.00 Motion for relief from stay [RP]

CHRISTINA MCKAY
VS
DEBTOR

Docket 30

Tentative Ruling:

Grant relief from stay pursuant to 11 U.S.C. § 362(d)(1).

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to foreclose upon and obtain possession of the property.

Movant, or its agents, may, at its option, offer, provide and enter into a potential forbearance agreement, loan modification, refinance agreement or other loan workout or loss mitigation agreement. Movant, through its servicing agent, may contact the debtor by telephone or written correspondence to offer such an agreement.

Upon entry of the order, for purposes of Cal. Civ. Code § 2923.5, the debtor is a borrower as defined in Cal. Civ. Code § 2920.5(c)(2)(C).

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

Any other request for relief is denied.

Movant must submit the order within seven (7) days.

Note: No response has been filed. Accordingly, no court appearance by movant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and movant will be so notified.

Party Information

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Chapter 13

Debtor(s):

Rene E. Carcamo

Represented By
R Grace Rodriguez

Movant(s):

Christina McKay

Represented By
David I Brownstein

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se