



# Rent Stabilization Program

(650) 903-6149 | mvrent@mountainview.gov  
Mountainview.gov/rentstabilization

## REPRESENTATIVE AUTHORIZATION FORM FOR PETITION AS DEFINED BY THE COMMUNITY STABILIZATION AND FAIR RENT ACT (CSFRA)

### I. Property Information

I certify that I am a Party to a Petition pending for the following rental property:

Rental Property Address: 959 Rich Avenue, Mountain View, CA 94040

Specific Rental Units Affected: [REDACTED]

### II. Party Information

Name of Party: R. Todd Spieker

Mailing Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

### III. Representative Designation

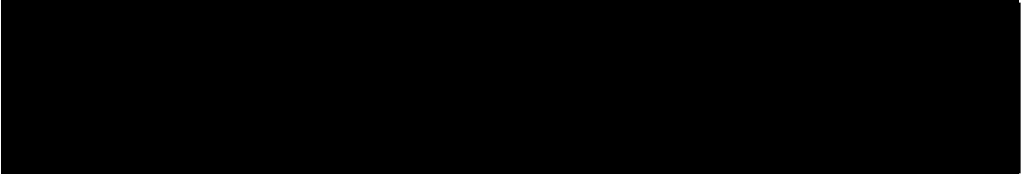
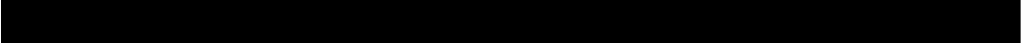

I hereby designate a representative within the meaning of Section 1711 of the CSFRA and any corresponding Regulations adopted by the Rental Housing Committee.

Please check ONE of the following boxes to indicate the type of representative you are designating:

I hereby provide **binding and unconditional authorization** to the below designated agent-representative to act on my behalf and to make binding decisions on my behalf. This authorization applies to all aspects of the Section 1711 petition adjudication process from initial filing through any subsequent pre-hearing, hearing process and appeal. This binding authority applies regardless of whether I am personally available to participate in said petition process.

I hereby select the below designated representative, within the meaning of Section 1711(f) of the CSFRA to take action on my behalf and to aid me in all aspects of my participation as a party in the Petition adjudication process from initial filing through any subsequent pre-hearing process, hearing process and appeal. I will continue to maintain my ultimate authority to make binding decisions in this process and **I agree to make myself available** to provide input to my representative during the adjudication process.

**IV. Representative Information**

Name of Representative: Rachael Chubey  
Organization/Company: Spencer Fane LLP  
Mailing Address:   
Email:   
Phone: 

Any previous CSFRA representative designation is hereby revoked. This authorization may only be revoked by written instrument signed by me and served on the Rental Housing Committee and all parties to the petition pending for this rental property.

Dated: 9/23/2024

Signature of Party: R. Tod Spieker

Name of Party: R. Tod Spieker

**I hereby accept my designation as a representative.**

Dated: \_\_\_\_\_

Signature of Representative: Rachael D. Chubey

*If you are the petitioner, please submit this form as part of your petition. If you decide to submit this form at a later stage, or are submitting it in response to a filed petition, please serve a copy on all parties to the pending petition and attach a proof of service.*

Este formulario está disponible en español y mandarín.  
此表格有西班牙语和中文版本。



# Rent Stabilization Program

(650) 903-6149 | mvrent@mountainview.gov  
Mountainview.gov/rentstabilization

## COMMUNITY STABILIZATION AND FAIR RENT ACT (CSFRA) REQUEST FOR APPEAL OF PETITION HEARING DECISION

**Communications and submissions during the COVID-19 Pandemic:** To the extent practicable, all communications, submissions and notices shall be sent via email or other electronic means.

Any Party to a petition may appeal the Decision by *-serving a written Request for Appeal on all applicable parties and then filing a copy of the completed form with the City* within **fifteen (15) calendar days** after the mailing of the Petition Decision. If no Appeals are filed within fifteen (15) calendar days, the decision will be considered final.

**I hereby Appeal the Hearing Officer's Decision for the following Petition to the Rental Housing Committee:**

Petition Case Number: C23240029 and C23240044  
Name of Hearing Officer: Renee Glover Chantler Decision Date: 9/6/2024

For the following Property Address, including Unit Number(s), if applicable:

959 Rich Ave # █  
(Street Number) (Street Name) (Unit Number)

**Person Appealing the Hearing Officer Decision** (if more than one person is appealing the petition decision, attach their contact information as applicable):

Name: R. Tod Spieker Phone: █  
Mailing Address: █ Email: █

I am:  A tenant affected by this petition.  A landlord affected by this petition.

### Reason for Appeal:

Please use the space below to clearly identify what issue and part of the Decision is the subject of the appeal (include section headings and subheadings, as necessary). Thoroughly explain the grounds for the appeal. For each issue you are appealing, provide the legal basis why the Rental Housing Committee should affirm, modify, reverse, or remand the Hearing Officer's Decision. (continue on the next page; add additional pages if needed)

Please see attached appeal.

### Filing Instructions:

Once you have completed this form and attached all relevant documents, **serve all parties with complete copies** before formally filing the Appeal with the City. Once served, please file a copy of the completed form with the City of Mountain View via email (preferred method) to [patricia.black@mountainview.gov](mailto:patricia.black@mountainview.gov) or by mailing to 500 Castro Street, Mountain View, CA 94041.

### Declaration:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing and all attached pages, including documentation, are true correct, and complete.

Signature: Rachael D. Chubey Date: 9/23/2024  
Print Name: Rachael Chubey

Este formulario está disponible en inglés y español. | 此表格有英文和中文版本

**DISCLAIMER:** Neither the Rental Housing Committee nor the City of Mountain View make any claims regarding the adequacy, validity, or legality of this document under State or Federal law. This document is not intended to provide legal advice. Please visit [mountainview.gov/rentstabilization](http://mountainview.gov/rentstabilization) or call 650-903-6136 for further information.

**Reason for Appeal (Continued)**

Please see attached appeal.

1 **SPENCER FANE LLP**  
2 **Rachael G. Chubey, Esq.** (State Bar No. 327619)  
3 **Andrew H. VanSlyke, Esq.** (State Bar No, 312741)

4 [REDACTED]  
5 [REDACTED]

6 Attorney for Landlord  
7 Spieker Companies, Inc.

8 **RENTAL HOUSING COMMITTEE**  
9 **CITY OF MOUNTAIN VIEW**

10  
11 CASSANDRA BROWN  
12 Petitioner,  
13 v.  
14 SPIEKER COMPANIES, INC.  
15 Respondent.

REQUEST FOR APPEAL OF PETITION  
HEARING DECISION

Rental Housing Committee Case Nos.  
C23240029 and C23240044

Date: September 6, 2024

16 This Request for Appeal of the Hearing Decision on the Petition of Cassandra Brown  
17 (“Petitioner”) is submitted on behalf of Spieker Companies, Inc. (“Landlord”) respondent in the  
18 above referenced petitions concerning 959 Rich Avenue, [REDACTED] in Mountain View, CA. This  
19 Appeal is of the Decision dated September 6, 2024 (the “Decision”), issued in the above referenced  
20 combined cases, specifically in regards to the orders on section I. Conditions Affecting Habitability  
21 at the Unit, subsection C. Insect Infestation, part 1. “No See Ums” and subsection D. Lack of  
22 Heating. The related orders include page 32, paragraphs 2-6, and page 33, paragraph 7, 11-12, and  
23 page 34, paragraphs 13-14.

24 **DECISION**

25 The Decision concludes that the ongoing biting insect issue starting from September 1, 2023,  
26 posed a health and safety risk, allegedly violating Civil Code section 1941.1 and Health and Safety  
27 Code section 17920.3. It also finds that the unit lacked effective heating since December 2022,  
28

1 which was similarly deemed a violation of these legal standards. Consequently, the Decision  
2 determines that both the insect infestation and inadequate heating rendered the unit below the  
3 required habitability standards, asserting that the Respondent received reasonable notice of these  
4 issues but failed to address them in a timely manner.

5 Based on these findings, the Petitioner was awarded a 25% rent reduction of \$537.50 per  
6 month, starting on September 1, 2023, for the insect infestation, and a 10% rent reduction of \$215  
7 per month, effective May 1, 2023, for insufficient heating. This led to a total rent adjustment of  
8 \$752.50 per month, beginning September 1, 2023. Additionally, the Petitioner was granted a refund  
9 of \$5,650.92 for rent overpaid from May 1, 2023, through March 11, 2024. The Petitioner’s base  
10 rent was further adjusted to \$1,397.50 per month, which will remain in effect until the identified  
11 conditions related to both the insect infestation and heating are fully remedied.

12 The Decision misinterprets both the facts and the applicable legal standards, leading to  
13 unjustified findings and rent adjustments. The lack of substantiated evidence regarding the insect  
14 infestation and the misapplication of the law undermines the conclusions reached, resulting in an  
15 incorrect assessment of the Landlord’s responsibilities and the Petitioner’s claims.

16 **ARGUMENT**

17 **A. The Decision Regarding the Alleged Bug Infestation Should Be Appealed Because It**  
18 **Misinterprets Evidence and Legal Standards.**

19 The Hearing Officer’s conclusion regarding a biting insect infestation lacks solid evidentiary  
20 support and misapplies relevant legal standards. Despite the Petitioner’s claims, multiple pest  
21 control inspections consistently found no evidence of biting insects, undermining the assertion of a  
22 habitability violation. Further, the Decision overlooks critical details, such as the Petitioner’s refusal  
23 to allow pest control access, which hindered effective resolution of the alleged infestation. Overall,  
24 the evidence fails to substantiate a claim of severe infestation, warranting a reversal of the Decision.

25 1. Lack of Evidentiary Support

26 The Hearing Officer’s conclusion that a biting insect infestation constitutes a habitability  
27 violation is fundamentally unsupported by evidence. Despite the Petitioner’s claims, multiple pest  
28 control inspections consistently failed to identify any biting insects, including the alleged “no-see-



1 Specifically, § 17920.3(a)(12) mandates that any infestation must be determined by a health  
2 officer or, in the absence of such an assessment, by a qualified code enforcement officer. The  
3 testimony and evidence presented did not establish that a qualified assessment had been conducted  
4 in this instance. This procedural requirement is crucial, as it ensures that any determination of a  
5 substandard condition is based on a proper evaluation by an authorized professional. Without  
6 satisfying this procedural benchmark, the foundation for declaring the unit substandard is  
7 significantly weakened.

8 Moreover, the Decision’s reliance on the notion that any presence of insects constitutes a  
9 violation fails to recognize the statute’s clear language. As outlined, a condition must not only exist  
10 but must also reach a specific severity level that endangers health or safety. The evidence presented  
11 demonstrates that, despite the Petitioner’s discomfort, there was no clear indication that this  
12 discomfort amounted to a serious health risk. The Hearing Officer’s interpretation of the statute  
13 effectively diminishes the critical standards set forth by law and ignores the need for substantial  
14 evidence of a hazardous condition.

15 Ultimately, the Hearing Officer’s misapplication of Health and Safety Code § 17920.3 and  
16 the failure to adhere to necessary procedural requirements undermine the integrity of the findings.  
17 A careful reevaluation of the evidence in light of the actual statutory requirements clearly supports  
18 the conclusion that the conditions in the unit do not meet the threshold for declaring it substandard,  
19 warranting a reversal of the Decision.

20 3. Misapplication of *Peviani* Holding

21 The Hearing Officer’s statement that “[t]he presence of insects constitutes a violation of  
22 Civil Code section 1941.1’s prohibition against vermin if it reaches a ‘strong indication of a  
23 materially defective condition’” (Hearing Officer Written Decision, p. 24, lns. 22-25) misleadingly  
24 extracts and combines elements from the *Peviani* case, implying that the case supports that the mere  
25 presence of insects can be a violation of the Civil Code. The complete sentence from *Peviani* reads,  
26 “A violation of a statutory housing standard that affects health and safety is a strong indication of a  
27 materially defective condition.” *Peviani v. Arbors at California Oaks Prop. Owner, LLC* (2021) 62  
28 Cal. App. 5th 874, 891.



1 This distinction is crucial: *Peviani* emphasizes that when a statutory housing standard is  
2 already violated—thereby impacting health and safety—is there a strong indication of a materially  
3 defective condition. By fragmenting this context, the Hearing Officer implies that insect presence  
4 alone could signify a violation, which is misleading. This misrepresentation obscures the  
5 requirement of establishing an underlying violation before at assuming a strong indication of a  
6 materially defective condition, leading to potential misinterpretations of the Landlord’s obligations  
7 under the law. Thus, the Decision fails to accurately reflect the legal principles set forth in *Peviani*,  
8 skewing the evaluation of the current case.

9 4. Abuse of Discretion

10 The Hearing Officer acknowledged the Landlord’s diligent efforts to address the alleged  
11 infestation, including multiple pest control inspections and ongoing communication with the  
12 Petitioner. However, the decision to grant a 25% rent reduction appears arbitrary and lacks sufficient  
13 justification based on the evidence. The Hearing Officer’s comments regarding the excessive nature  
14 of the Petitioner’s initial 85% rent reduction highlights a broader lack of clarity in determining a fair  
15 and reasonable adjustment that accurately reflects the circumstances. (Decision Following Hearing,  
16 p. 26, Ins. 1-2.) The chosen reduction does not correspond to the lack of substantiated evidence for  
17 a severe infestation.

18 Furthermore, the Decision neglects to consider the Petitioner’s refusal to allow pest control  
19 access in November 2023, which severely hindered the Landlord’s ability to effectively address the  
20 claimed infestation. The Landlord’s continued efforts to resolve the alleged issues—despite the  
21 Petitioner’s refusal to permit entry—are documented in a letter from Landlord to Petitioner dated  
22 January 5, 2024. (LL-8.) This refusal not only obstructed Landlord’s ability to mitigate the situation  
23 but also undermines the justification for the rent reduction awarded for that period. Awarding  
24 reduced rent from November 2023, when the Petitioner first denied entry, through February 2024,  
25 when access was finally granted, constitutes a significant abuse of discretion.

26 Additionally, the Petitioner’s action of discarding monitors placed by pest control on  
27 September 21, 2023, further complicated the resolution of the issue. (Decision Following Hearing,  
28 p. 18, Ins. 19-22.) The removal of these monitors delayed the assessment and diagnosis of the

1 potential infestation, a crucial detail that the Hearing Officer overlooked in reaching the final  
2 Decision. The cumulative impact of these factors—Petitioner obstruction, lack of substantiated  
3 evidence for a severe infestation, and disregard for the Landlord’s reasonable efforts—strongly  
4 argues for the reversal of the rent reduction decision, as it does not accurately reflect the realities of  
5 the situation.

6 **B. The Decision Regarding the Alleged Lack of Heating Should Be Appealed Because It**  
7 **Misapplies Legal Standards and Overlooks Key Evidence.**

8 This appeal demonstrates that the Hearing Officer’s Decision on the alleged lack of heating  
9 misapplies legal standards and overlooks key evidence. First, the conclusion that the Landlord  
10 breached habitability standards under Civil Code § 1941.1 and Health and Safety Code § 17930.3  
11 is flawed, as the heating system is fully operational and does not require perfect heat distribution.  
12 Furthermore, the Landlord’s prompt and diligent response to heating complaints was insufficiently  
13 acknowledged. The Decision fails to account for the Petitioner’s misuse of electrical outlets, which  
14 worsened the heating issue and mitigates any potential Landlord liability. Finally, the 10% rent  
15 reduction is excessive and does not reflect the heating system’s operational status. Thus, the heating  
16 Decision should be overturned entirely, or alternatively, the rent reduction should be adjusted to  
17 accurately reflect the actual loss in rental value.

18 1. No Breach of Legal Habitability Standards

19 The Decision erroneously applies the legal standard for habitability as defined under Civil  
20 Code § 1941.1 and Health and Safety Code § 17930.3. The evidence clearly demonstrates that the  
21 heating system and thermostat in the unit were fully functional. (See LL-18A.) Even the Hearing  
22 Officer admitted that “the wall heater and thermostat were both in good working order as required  
23 by those statutes and did provide heat to the area where the wall heater is located.” (Decision  
24 Following Hearing, p. 29, Ins. 2-3.)

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26 ///

27 ///

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1 The law mandates that Landlords provide a working, “adequate” heating system, not perfect  
2 heat distribution throughout every room. See Health and Safety Code § 17930.3(a)(6). The Hearing  
3 Officer’s failure to consider what constitutes “adequate” heating, combined with the finding that  
4 insufficient heating in certain areas constitutes a breach of habitability, misinterprets these statutory  
5 requirements and forms a valid basis for appeal.

6 2. Timely and Adequate Response to Heating Complaints

7 The Hearing Officer failed to adequately consider the Landlord’s prompt and diligent efforts  
8 to address the heating concerns raised by the Petitioner. Upon receiving complaints, the Landlord  
9 responded immediately, dispatched a qualified technician, and even provided space heaters as an  
10 additional solution. This response aligns with the Landlord’s legal duty to maintain the unit and  
11 ensure adequate heating. The Hearing Officer’s oversight of the Landlord’s reasonable and timely  
12 actions in addressing the heating issue represents an error that warrants reconsideration.

13 3. Petitioner’s Misuse of Electrical Outlets

14 The Hearing Officer overlooked the Petitioner’s improper use of space heaters and other  
15 appliances, which contributed to electrical issues and discomfort within the unit. The Petitioner’s  
16 actions, including overloading electrical outlets with multiple space heaters, caused breakers to trip,  
17 further complicating the heating situation. This Petitioner behavior significantly mitigates any  
18 potential Landlord liability for heating-related discomfort. The Hearing Officer’s failure to  
19 adequately consider the Petitioner’s role in creating these electrical issues is a critical factor that  
20 necessitates a reevaluation of the Decision.

21 4. Excessive Rent Reduction

22 The 10% rent reduction granted by the Hearing Officer is disproportionate given that the  
23 heating system was operational. The Hearing Officer failed to account for the Petitioner’s actions,  
24 as well as the Landlord’s reasonable responses to heating concerns. The basis for the rent reduction  
25 does not reflect the functional state of the heating system or the Landlord’s efforts to address the  
26 issue. Therefore, this rent adjustment should either be reduced or eliminated.

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**CONCLUSION**

Ultimately, the Hearing Officer’s Decision lacks a solid evidentiary basis and misapplies relevant legal standards. The findings related to both the alleged insect infestation and inadequate heating are fundamentally flawed, relying on unsubstantiated claims while ignoring critical evidence, such as Landlord’s diligent efforts and the Petitioner’s obstruction. Given the absence of clear violations of habitability standards, the appeal should be granted, overturning the unjustified rent reductions and correcting the misinterpretations that led to this erroneous decision.

DATED: September 23, 2024

SPENCER FANE LLP

By: *Rachael G. Chubey*  
Rachael G. Chubey, Esq.  
Attorney for Respondent

**HEARING EXHIBIT LL 8**

**Spieker Companies, Inc.**



January 5, 2024

Cassandra Brown  
959 Rich Avenue,  
Mountain View, CA 94040

and all others in possession

Re: **Pest Control Compliance – Park Rich Apts.**

Dear Resident,

We are following up on the pest infestation investigation and the “bites” that you reported receiving starting on September 18, 2023.

Please be advised that our records indicate that both Earls Pest Control and Orion Pest Control service agencies have inspected your apartment and have reported no evidence of a pest infestation (such as bedbugs, fleas, cockroaches, spiders, etc.) observed inside of the apartment. Further, both vendors have placed numerous bug monitor(s) inside the apartment in order to catch and observe a possible pest infestation and only the following was discovered:

On October 19, 2023, Orion Pest Control checked the monitor(s) and reported only one non biting fly from a window monitor and a couple of small moths from another monitor.

On November 2, 2023, Earls Pest Control attempted to check the monitor(s) inside your apartment and noted that you refused pest control services.

Should you have any questions regarding this matter or a need for further pest control services, please continue contacting the Resident Manager, Ramiro Hernandez, at [REDACTED]. Please note that pursuant to your signed Rental Agreement dated December 10, 2022, you are required to cooperate with all required pest control treatment services by allowing proper access to the apartment and following all pest control treatment and preparation instructions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Pam Chen".

Pam Chen, Property Manager  
Spieker Companies, Inc. / Agent for Owner  
Park Rich Apartments

cc: Ramiro Hernandez, Resident Manager

**HEARING EXHIBIT T 9**



## Letter Details



September 26, 2023

To Whom It May Concern:

I saw Cassandra R Brown on 9/26/2023. I have evaluated and assessed that she has bug bites but it is difficult to determine the specific organism.

Sincerely,

PA

*This letter was initially viewed by Cassandra R Brown at 10/24/2023 5:24 AM.*

[Back to the Letters page](#)



**HEARING EXHIBIT LL 18**



# Monteros Heating and Air

Spieker Companies  
Spieker Companies

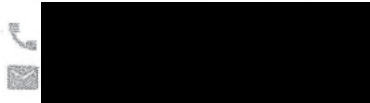


INVOICE	#17423
SERVICE DATE	Feb 12, 2024
INVOICE DATE	Feb 12, 2024
DUE	Upon receipt
AMOUNT DUE	<b>\$233.66</b>

### SERVICE ADDRESS

959 Rich Ave [REDACTED]  
Mountain View, CA 94040

### CONTACT US



Service completed by: [REDACTED]

## INVOICE

Services	qty	unit price	amount
[REDACTED] - SPIEKER - Wall heater not working Williams Wall Furnace 35,000BTU Mod. # 3509822 Ser. # n/a Found Wall Furnace with Pilot On. Jumped it out and it Fired Up immediately. Then I tried using the Williams Square T-Stat mounted on the left side of Furnace Cover approx. 3' up from the ground. And the Furnace Fired right up. The thermostat is installed correctly according to the manufacturer. The tenant may have to turn it up a bit higher to try and move heat to the bedroom. This wall heater is designed to heat the room its installed in as the living room.  Tenant also asked why the breakers keep tripping when she uses a space heater. The circuit breaker is designed to trip if too much of a load is on the same circuit, so it's doing its job by tripping. If Tenant is using 2 or more space heaters it will cause problems.  Wall Heater works just fine at this point.  All ok	1.0	\$125.00	\$125.00
Heating Misc. Repair Level 2 Checked out Wall Furnace and everything is functioning as it should other than what I had stated previously.	1.0	\$108.66	\$108.66

## Proof of Service of Request for Appeal of Petition Hearing Decision

I declare that I am over eighteen years of age, and that I served one copy of the attached Appeal of Petition Hearing Decision after Remand on the **affected party(ies) listed below by:**

### Personal Service

Delivering the documents in person on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the address(es) or location(s) above to the following individual(s).

### Mail

Placing the documents, enclosed in a sealed envelope with First-Class Postage fully paid, into a U.S. Postal Service Mailbox on the 23 day of September, 2024, addressed as follows to the following individual(s).

### Email

Emailing the documents on the 23 day of September, 2024, at the email address(es) as follows to the following individual(s).

Petitioner

Cassandra Brown



***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:***

Executed on this 23 day of September, 2024

Signature:

Print Name:

Yessica Juarez

Address:

