



Rent Stabilization Program

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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 *servicing 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: C23240033

Name of Hearing Officer: Barbara M. Anscher

Decision Date: April 17, 2025

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

1984

Colony Street

█

(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 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: May 2, 2025

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 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**

11 SHANDY BROOKSFOX and BRIAN 12 KEITH	REQUEST FOR APPEAL OF PETITION HEARING DECISION
13 Petitioners,	Rental Housing Committee Case No. C23240033
14 v.	Date: February 19, 2025
15 SPIEKER COMPANIES, INC.	
16 Respondent.	

17 This Request for Appeal of the Hearing Decision on the Petition of Shandy Brooksfox
18 (“Brooksfox”) and Brian Keith (“Keith”) (collectively, “Petitioners”) is submitted on behalf of
19 Spieker Companies, Inc. (“Landlord”) respondent in the above referenced petition concerning 1984
20 Colony Street, Unit # [REDACTED] Mountain View, CA 94043 (the “Property”). This Appeal is of Section
21 VIII, Paragraphs 2 and 3 of the Decision dated April 17, 2025 (the “Decision”), issued in the above
22 referenced case, challenging the findings and rent reduction awards issued under Section D.
23 Habitability Claims, including, but not limited to, the awards for mold and mildew, sewer and
24 drainage issues, and electrical failures.

25 It also appeals the improper inclusion of an award for excessive noise from the water heater,
26 which was not listed in the petition, and challenges the award for the bathtub clogging on the grounds
27 that the tenant admitted she stopped reporting the problem, depriving Respondent of the required
28 notice and opportunity to repair. These determinations, as set forth in the Decision at pages 3 and

1 23–39. Findings of Fact are unsupported by substantial evidence, conflict with the procedural
2 requirements of the Community Stabilization and Fair Rent Act (“CSFRA”) and violate
3 fundamental due process.

4 To the extent the Decision is not reversed in full, the rent reduction award should be limited
5 and proportionately reduced. Even assuming arguendo that there was a basis for findings regarding
6 mold, electrical, or other habitability issues, any rent reduction should only apply to the specific
7 time periods during which those conditions allegedly existed, rather than an undifferentiated award
8 spanning multiple months without evidentiary support.

9 **DECISION**

10 The Decision finds that multiple habitability defects—including mold and mildew, sewer
11 and drainage problems, and electrical circuit failures—violated Civil Code section 1941.1 and
12 Health and Safety Code section 17920.3. The Decision also awards a rent reduction for “excessive
13 noise from the water heater,” even though Petitioners ceased reporting any issues after May 2023.
14 The Hearing Officer rejected Petitioners’ claim regarding lack of heat due to their failure to provide
15 the landlord reasonable notice or an opportunity to cure.

16 Based on these findings, Petitioners were awarded a 25% rent reduction (\$848.75/month)
17 for conditions including mold, mildew, and moisture intrusion in bedrooms and the bathroom; 15%
18 (\$509.25/month) for electrical circuit failures; and 5% (\$169.75/month) for sewer backups and
19 clogged toilet and bathtub. An additional 5% (\$169.75/month) was awarded for excessive noise
20 from the water heater. The rent reductions were ordered retroactive to May 1, 2024, resulting in a
21 total refund of \$14,273.78 for overpaid rent. The base rent was further reduced to \$1,697.50/month,
22 effective as of May 1, 2024, and will remain in effect until the conditions are fully remedied.

23 The Decision misstates key facts and misapplies applicable legal standards. It overlooks
24 evidence of timely repairs, credits anecdotal claims over documentary records, and improper
25 reductions for unreported or unsubstantiated conditions. As a result, the rent reductions are excessive
26 and unsupported by the hearing record.

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ARGUMENT

A. The Decision Should Be Reversed Because It Awards Damages for Conditions Not Raised in the Petition, in Violation of Due Process and CSFRA Requirements.

The Hearing Officer improperly awarded rent reductions for issues that were not pled in the tenant's petition, namely, excessive noise from the water heater and bathtub clogging. The original petition listed only: (1) mold/mildew in bedrooms and bathroom; (2) sewer pipes clogging; and (3) electrical issues (all sockets shutting down). Awards based on unpled claims violate both due process and CSFRA Regulations, which require the tenant to specify the conditions forming the basis of the petition and provide the landlord notice and an opportunity to respond. (CSFRA §1710(b)(2); Regs. Ch. 4, §(E)(6).) Respondent was never put on notice that “excessive noise” from the water heater would be litigated, and in fact, Petitioners admitted they stopped reporting any such issue after May 2023. The bathtub clogging was likewise not pursued or reported after August 2023. Awards for isolated and unreported conditions are improper.

In the alternative, even if the Decision is not reversed in its entirety, the rent reduction should be significantly reduced based on the limited duration of the cited issues. Petitioners failed to provide substantial evidence that any alleged condition, whether mold, electrical failure, or plumbing—persisted throughout the entire rent reduction period awarded. For instance, Petitioners acknowledged that they stopped reporting several of the conditions by mid-2023, and the inspection reports do not establish continuous, unresolved habitability issues extending into 2024.

B. The Findings Regarding Mold and Moisture Are Unsupported by Substantial Evidence and Disregard Landlord Mitigation Efforts.

A significant portion of the award was based on allegations of mold and moisture, yet the evidence fails to support a serious or persistent habitability violation. Petitioners did not report moisture or mold until December 2023—eight months into the tenancy—and much of the evidence consisted of anecdotal descriptions and photographs of window condensation, not objective findings of mold. Respondent took reasonable steps to investigate and remediate the issue: roof repairs and caulking were completed in March 2024, gutters were cleaned, and multiple inspections were conducted. The only testimony claiming that visible mold existed on various surfaces was unverified

1 and contradicted by Respondent's walkthrough and the City Inspector's acknowledgment that mold
2 growth was minor. The Hearing Officer credited subjective tenant descriptions while disregarding
3 evidence from Mr. Martin and Ms. Jones that the moisture resulted from condensation due to lack
4 of ventilation—not roof leaks or defective windows.

5 Moreover, Petitioners actively refused to allow entry between October and December 2024,
6 hampering further mitigation. Awarding a rent reduction under these circumstances rewards
7 obstruction and undermines the purpose of the CSFRA.

8 **C. The Sewer and Drainage Conditions Were Temporary, Resolved, and Do Not Justify**
9 **Ongoing Rent Reductions.**

10 The evidence demonstrates that sewer and drainage issues were addressed promptly and
11 effectively. The main sewer backup on November 5, 2023, was resolved via hydrojetting, and the
12 affected backyard was cleaned and sealed. There were no credible complaints of sewer issues
13 thereafter. Petitioners acknowledged that the toilet clogging largely subsided after it was replaced
14 in July 2024.

15 As for the bathtub, Petitioners admitted they stopped reporting the clog and simply used
16 Drano after August 2023. Under CSFRA regulations, rent reductions are warranted only where
17 landlords are given notice and a reasonable opportunity to cure. A tenant's decision to stop reporting
18 problems precludes a finding of continuing habitability violations. The Hearing Officer's award
19 improperly includes a period of claimed impact for which no notice was provided and no
20 reinspection permitted.

21 **D. The Electrical Claims Were Stale and Not Supported by Current Evidence.**

22 The record reflects that electrical issues were reported in Spring and Summer 2023, and
23 Respondent installed a dedicated circuit and baseboard heater in response. Petitioners stopped
24 reporting any electrical complaints after August 29, 2023. No complaints were made to Ms. Lim or
25 Ms. Jones after they assumed responsibility in March and June 2024, respectively. The first
26 indication of further concern arose only after the City Inspector's walkthrough in late 2024.

27 There is no evidence that Respondent was given notice or a reasonable opportunity to
28 evaluate or correct any ongoing electrical issue after Summer 2023. The CSFRA does not permit

1 rent reductions based on stale complaints that were not pursued or corroborated. The decision to
2 award a 15% reduction for electrical circuit failures is unsupported and must be reversed.

3 **E. The Hearing Officer’s Assessment of Rent Reductions Was Arbitrary and Excessive.**

4 Even if some conditions were substantiated, the total rent refund of \$14,273.78—based on a
5 series of overlapping and sometimes inconsistent percentage reductions—is excessive and not
6 supported by the evidence. The Hearing Officer assigned separate rent reductions for multiple
7 conditions (e.g., moisture in each bedroom, mold in the bathroom, sewer issues, and electrical
8 problems), many of which were interconnected or intermittent. There is no clear explanation of how
9 the Hearing Officer calculated the value of each condition’s impact on rent or why the cumulative
10 financial award should approach that magnitude.

11 Furthermore, Petitioners either caused or failed to report several of the issues. The mold and
12 moisture problems were largely unverified and not attributed to a specific source; the bathtub
13 clogging and water heater complaints were no longer reported after mid-2023; and electrical
14 complaints ceased after August 2023. Despite these gaps, Respondent consistently took reasonable
15 steps to remediate reported concerns, including completing roof repairs, window sealing, and
16 electrical upgrades, and providing alternative heat sources.

17 Given the isolated and resolved nature of many of the alleged issues, the lack of
18 contemporaneous reporting, and the substantial mitigation efforts made by Respondent, the rent
19 refund awarded does not reasonably reflect the rental value lost—if any. The amount awarded
20 reflects an arbitrary allocation rather than a fact-based assessment and should be vacated or
21 significantly reduced.

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CONCLUSION

For the reasons set forth above, the Decision should be reversed or substantially modified. The findings regarding mold, sewer, and electrical issues are not supported by substantial evidence; the water heater and bathtub claims were outside the petition and improperly awarded; and the cumulative rent reduction was excessive. Respondent respectfully requests that the Rental Housing Committee reverse the Hearing Officer’s Decision and issue an amended order consistent with the law and evidence.

DATED: May 2, 2025

SPENCER FANE LLP

Rachael G. Chubey

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