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CITY OF MOUNTAIN VIEW RENTAL HOUSING COMMITTEE

**PURSUANT TO THE COMMUNITY STABILIZATION AND FAIR RENT ACT
("CSFRA") AS CODIFIED IN CITY OF MOUNTAIN VIEW CITY CHARTER**

ARTICLE XVII

**IN RE 959 RICH AVENUE, [REDACTED]
MOUNTAIN VIEW, CALIFORNIA**

NO: C23240029 and C23240044

CASSANDRA BROWN,

DECISION FOLLOWING HEARING

Petitioner,

Hearing Date: March 11, 2024

v.

Hearing Time: 1:00 P.M.

SPIEKER COMPANIES, INC.,

Respondent.

Pursuant to written notice, two consolidated petitions for rent adjustment ("Petitions") filed by Cassandra Brown ("Petitioner" or "Ms. Brown"), tenant at 959 Rich Avenue, [REDACTED], Mountain View, CA (" [REDACTED]) came on regularly for hearing on March 11, 2024 at 1:00 PM. ("Consolidated Hearing.")¹

¹ These petitions were consolidated for hearing purposes with two petitions filed by Petitioner's neighbor Heidi Fadaee, the tenant at 959 Rich Avenue [REDACTED]

1 Ms. Brown attended the Consolidated Hearing, along with Pam Chen (“Ms. Chen”) and
2 Ramiro Hernandez (“Mr. Hernandez”), on behalf of Respondent Spieker Properties. Ms. Brown
3 and Respondent each proffered additional testimony from percipient witnesses in support of, and
4 in opposition to, the consolidated petitions.

5 **EXHIBIT LIST**

6 Following receipt of the parties’ testimony at the Consolidated Hearing and review of the
7 documentary evidence submitted in advance of the Consolidated Hearing in support of and in
8 opposition to the Petition, this Hearing Officer issued an order that Respondent submit further
9 documentary evidence relating to the issues raised by the Petition. The record for the Petition
10 closed on April 1, 2024.

11 **Petitioner’s Exhibits**

- 12 T-1 Petition for Downward Rent Adjustment [12/21/23]
13 T-2 Workbook (Petitions A and B) [12/21/23]
14 T-3 Notice of Service and Proof of Service to Landlord of Petition for Downward Rent
15 Adjustment [12/12/24]
16 T-4 Amended Workbook (Petitions A and B) [2/13/24]
17 T-5 Rental Agreement (959 Rich Avenue [REDACTED]) [12/10/22]
18 T-6 Compilation: Rent Payments [12/1/22 – 12/1/23]
19 T-7 Compilation: Conservice Letters and Statements [9/21/23 – 11/10/23]
20 T-8 Compilation: Conservice Late Notices [5/23/23 - 11/21/23]
21 T-9 Letter (from Sutter Health) [9/26/23]
22 T-10 Compilation: Receipts (Insect Products, Legal Consultation) [10/1/23 -10/14/23]
23 T-11 FedEx Receipt [10/25/23]
24 T-12 Compilation: Photographs (Exterior Dumpster, Towing Notice, Bug Bites, Insect; 39
25 pages, 33 original, 6 duplicate) [10/23/23 for Tow Notice; otherwise undated]
26 T-13 Video (Storage and Porta-Potty; 4 seconds) [Undated]
27 T-14 E-Mail to Ramiro Hernandez (“Cassandra Late Fee”) [2/6/24]
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- 1 T-15 E-Mail to Ramiro Hernandez (re: copy of pest report) [2/12/24]
- 2 T-16 Compilation: Photographs (Exterior Dumpster, Towing Notice, Bug Bites, Insect; 25
3 pages, all duplicates from other exhibits) [Undated]
- 4 T-17 Compilation: Notices from SCI to “All Residents” [8/18/23; 8/24/23; 9/22/23; and
5 9/29/23]
- 6 T-18 Notice to Enter Dwelling Unit [2/9/24]
- 7 T-19 E-Mail from Cassandra Brown to JoAnn Pham (“Why do NoSeeUm Bites Swell Up?”)
8 [1/26/24]
- 9 T-20 Letter from SCI (“Notice of Outstanding Balance”) [2/6/24]
- 10 T-21 Notice to Pay Rent or Quit [2/6/24]
- 11 T-22 Letter from SCI (re Web Information Services Portal) [2/7/24]
- 12 T-23 Compilation: E-mails to Ramiro Hernandez re: Heat and Electrical Outlets [2/8/24 &
13 2/12/24]
- 14 T-24 Video: Electrical Outlet Operation (Bathroom) [Undated]
- 15 T-25 Receipt (FedEx) [3/4/24]
- 16 T-26 Compilation: Additional Photographs (Receipts for pest control products, Photographs of
17 Bug Bite injuries, various bugs; 39 pages - 34 original, 5 duplicate) [3/4/24]
- 18 T-27 Photograph: Burnt Pot and Pan [Undated]
- 19 T-28 Compilation: Text Messages to Ramiro Hernandez re: Various Issues [10/23/23-2/24/24]
- 20 T-29 Compilation: E-mails from Cassandra Brown to Ramiro Hernandez (“Cassandra Brown;”
21 accompanied by photographs of glue traps) [3/7/24]
- 22 T-30 Compilation: Various Communications (E-Mail and Text) and Photographs (102 pages, 2
23 unique, 100 duplicate) [sent to JoAnn Pham 12/5/2023]
- 24 T-30A Letter from Cassandra Brown to Ramiro Hernandez (2 pages) [10/6/23]
- 25 T-31 E-Mail from Cassandra Brown to Ramiro Hernandez (“30 Day Notice”) [3/21/24]
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1 **Excluded Evidence**

2 A number of exhibits submitted by Petitioner addressed matters which (a) related to the
3 substance of notices received by Petitioner for alleged lease violations including late rent and
4 utilities payments, and improper parking/towing notice; or (b) involved Petitioner's contention
5 that, after the Petition was filed, she experienced what she perceived to be a retaliatory change in
6 Respondent's behavior towards her. These contentions involve either Respondent's rights to
7 declare a breach of its rental agreement or an alleged breach by Respondent of the covenant of
8 good faith and fair dealing implicit in the rental agreement by and between the parties. To the
9 extent that such claims exist, they are damages that are properly remedied only through the
10 payment of contract damages; the CSFRA, which provides a quasi-adjudicative forum solely for
11 the purposes of adjustment of rent levels, does not grant this Hearing Officer jurisdiction over
12 these types of claims.

13 Given this, the following exhibits submitted by Petitioner are excluded from evidence in
14 their entirety as they do not relate to and cannot affect, as a matter of law, the determination of
15 rent levels for the Unit: Exhs. T-7, T-8, T-14, T-20, T-21, and T-22.

16 In addition, except for pages 20-21 of Exh. T-31, each page is a duplicate of a page
17 contained in another exhibit. Therefore, for the purposes of this decision, those two pages shall be
18 labeled Exhibit T-31A and admitted into evidence. The remaining 100 pages of Exhibit T-31 are
19 excluded as duplicate evidence.

20 Except as expressly excluded above, all other exhibits and portions of exhibits submitted
21 by Petitioner were admitted into evidence.

22 **Respondent's Exhibits**

- 23 LL-1 Representative Authorization Form (Pam Chen) [3/4/24]
24 LL-2 Representative Authorization Form (Ramiro Hernandez) [3/4/24]
25 LL-3 Respondent's Witness List [3/4/24]
26 LL-4 Response to Petition [3/4/24]
27 LL-5 Rental Agreement [12/10/22]

- 1 LL-6 Notice of Rent Increase [8/25/22 and 8/24/23]
- 2 LL-7 Rent Ledger [September 2020 – March 1, 2024]
- 3 LL-8 Compilation: Letters from SCI to Cassandra Brown (“Pest Control Compliance”) [9/26/23
4 and 1/5/24]
- 5 LL-9 Compilation: Notices to “All Residents” [8/18/23, 9/22/23 and 9/28/23]
- 6 LL-10 Compilation: Orion Pest Control Reports [8/19/22, 12/14/23, and 1/23/24]
- 7 LL-11 Compilation: Earl’s Pest Control Pest Management Service Reports & Invoices [9/21/23,
8 9/23/23, 9/28/23, 10/5/23, 10/12/23, 10/26/23 (2 reports), 10/28/23, 11/2/23, 11/25/23,
9 2/22/24, 2/26/24 and 2/29/24]
- 10 LL-13 Property Map – 959 Rich Avenue, Mountain View, CA
- 11 LL-14 Compilation: Photographs re: Outlet Usage (2 pages) [Undated]
- 12 LL-15 Compilation: National Fire Incident Reporting System (NFIRS) Reports – Mountain View
13 Fire District [11/21/22 and 2/23/24]
- 14 LL-16 Compilation: Photographs of Automobile (White Ford Explorer) [Undated]
- 15 LL-17 Compilation: SCI Work Orders and related invoices, Request for service to Earl’s Pest
16 Control, Photographs of parking notices; Excerpt from Rental Agreement (1 page, §§30-35)
17 [12/15/22 – 1/5/24]
- 18 LL-17A Notice of Intent to Enter Dwelling Unit [9/29/23]
- 19 LL-17B E-Mail from Cassandra Brown to Ramiro Hernandez re: Parking Stall
20 (10/23/23)
- 21 LL-18 Compilation: SCI Work Orders and related invoices/reports; photographs of door to Unit
22 ■ (20 pages)
- 23 LL-18A Invoice: Monteros Heating and Air [2/12/23]
- 24 LL-18B Photographs of Unit ■ Entry Doorway
- 25 All exhibits submitted by Respondent were admitted into evidence.

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1 **Evidence Not Produced**

2 In her post-hearing order issued on February 27, 2024 (“Post-Hearing Order”), this
3 Hearing Officer requested Respondent produce “as further evidence copies of all photographs
4 taken by Ramiro Hernandez on September 30, 2023 while in the presence of Petitioner Cassandra
5 Brown and Earl’s Pest Control employee [REDACTED].” See Post Hearing Order, at 2:3-5.
6 Respondent did not produce them despite the Post-Hearing Order; instead, it sent the following
7 notification: “Item 3- no photos *on file* from interaction on September 30, 2023.” [Emph. Added.]
8 This Hearing Officer finds this notification evasive and the failure to produce the photographs
9 willfully non-compliant with her post-hearing order. As testified to at the Consolidated Hearing,
10 Mr. Hernandez took photographs on his telephone on that date of insects at Petitioner’s car. This
11 Hearing Officer did not assume in her Post-Hearing Order that Mr. Hernandez had sent copies of
12 his photographs to Respondent to include in Petitioner’s “file.” Nor did the Post-Hearing Order
13 limit Respondent’s duty to produce only those photographs which were located in its file, rather
14 than in its possession, custody and control—which includes the possession, custody and control
15 of its designated agent and property manager for the Unit, Mr. Hernandez. An assertion that the
16 pictures are not “on file” is not the same thing as a direct statement by Respondent that despite
17 the testimony at the hearing, the relevant photographs do not exist, and never existed, on Mr.
18 Hernandez’ telephone. Thus, even if he did not deliver a copy of his photograph(s) to his
19 employer’s files so that it could comply with the order to produce them, Mr. Hernandez’ failure to
20 do so, or explain what happened to them, is necessarily charged to Respondent because he is, and
21 was at the time the photographs were taken, acting as Respondent’s agent.

22 The Post-Hearing Order also requested that Respondent submit as further evidence copies
23 of any service reports or invoices it received from Earl’s Pest Control referencing work done at
24 units directly adjacent to Petitioner’s unit or below it ([REDACTED]) for the period of
25 August 1, 2023 through the date of the Consolidated Hearing. See Post-Hearing Order, at ¶ 4.
26 These also were not produced, with the explanation that Earl’s Pest Control did not provide a
27 service report for its September 21, 2023 visit to those apartments.

1 **Hearing Officer Exhibits**

2 HO-1 Notice of Acceptance of Petition [Petition A and B] [1/22/24]

3 HO-2 Follow-Up Information for Petition [1/22/24]

4 HO-3 Notice of Consolidation [2/5/24]

5 HO-4 Notice of Prehearing Meeting and Hearing Date [2/5/24]

6 HO-5 Summary of Pre-Hearing Conference Call and Order [2/26/24]

7 HO-6 Notice of Hearing Officer Prehearing Order and Notice of Hearing [2/29/24]

8 HO-7 Notice of Post-Hearing Order [3/15/24]

9 HO-8 Compilation: City of Mountain View Fire Safety and Multifamily Housing Inspection
10 Reports [4/24/12 through 2/1/22]

11 HO-9 Community Portal re: Registration Status [11/08/23]

12 HO-10 Notice of Extension of Hearing Officer Deadline [6/21/24]

13 **TESTIMONY**

14 **I. Petitioner's Testimony**

15 A. Testimony of Cassandra Brown:

16 As of the date of the Consolidated Hearing, Petitioner was the tenant residing [REDACTED]
17 and had lived there since December 2022.²

18 Ms. Brown testified that in August 2023 she received a notice about construction at the
19 complex. About a week after work started, she started getting bitten by insects. At first she
20 ignored them, but the problem persisted. She first reported the problem to Mr. Hernandez verbally
21 in early September. According to Ms. Brown, Mr. Hernandez told her that he did not know what
22 it was, and they were not going to assume liability. Ms. Brown suggested that they spray weekly
23 for different types of bugs, such as fleas, spiders, etc., but Mr. Hernandez refused on the grounds
24 that it would "admit liability." Ms. Brown subsequently texted Mr. Hernandez, reporting that she
25 could not eat or sleep because of burning or itching resulting from the bites. He told her that

26 _____
27 ² In April, 2024, Ms. Brown served Respondent with a 30 day notice of her intent to vacate.
28 This hearing officer does not know whether Ms. Brown has in fact moved from the Unit.

1 determining what was happening and the type of bug was hard because Ms. Brown did not send
2 Mr. Hernandez any pictures of the insects.

3 Petitioner testified that Mr. Hernandez told her, on September 24, 2023, to see a doctor.
4 She did, on September 26, 2023. According to Petitioner, her doctor concluded that Ms. Brown's
5 symptoms were the result of insect bites, and that while she could not be sure looking at bites
6 what insect the bites came from, she advised Petitioner that based upon the symptoms, it sounded
7 like a "no-see-um."³ Her doctor told her that this insect tended to be found around rotten wood
8 and water and asked if Ms. Brown had been around any construction recently. At that point, after
9 confirming for her doctor that she had, her doctor reiterated that her bites could be due to no-see-
10 ums. Ms. Brown subsequently researched "No-See-Ums" on the internet and learned their
11 scientific name, which is used in her petition.⁴

12 According to Petitioner, each time she raised the issue of insects and being bitten with Mr.
13 Hernandez, he gave her "excuses" for why the problem could not be addressed. She testified that
14 at some point Mr. Hernandez demanded to know where "the wall of excrement" was if Ms.
15 Brown was actually being bitten, and that Mr. Hernandez told her that if she did not have one, she
16 was not actually being bitten by insects. He later told Petitioner, after the problem continued, that
17 maybe bedbugs were biting Petitioner.

18 Petitioner testified that, at that point, Earl's Pest Control came in and checked her
19 apartment, and ruled out the possibility of bedbugs. Earl's Pest Control also placed traps, but
20 there were no bugs caught in it. A couple of weeks after Earl's Pest Control came, Petitioner
21 moved a towel from her bathroom hanger and found a "wall of excrement." She described it as
22 "watered-down blood mixed with poop" that, to her, looked similar to the waste that roaches
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24 ³ "No-see-um" is a colloquial name for *Ceratopogonidae*.

25 ⁴ *Ceratopogonidae* is the family name for approximately 5,000 different insects divided
26 into multiple genera, all commonly known as "biting midges" or "no-see-ums" given their size.
27 See <https://www.sciencedirect.com/topics/agricultural-and-biological-sciences/ceratopogonidae>
28 and <https://en.wikipedia.org/wiki/Ceratopogonidae>

1 leave behind. Ms. Brown took a photograph of the wall and sent it to Mr. Hernandez in the hopes
2 that he would finally believe she was being bitten.

3 About a week later, on September 30, 2023, Ms. Brown sent an email to Mr. Hernandez
4 saying that something had to be done. He told her that he would have pest control come out. She
5 sent him the first picture of a bug she had, of a bug on her Dove body wash bottle. She texted Mr.
6 Hernandez the same day that bugs were outside of her car as well. Mr. Hernandez, representative
7 from Earl's Pest Control and Ms. Brown went to the car on October 5, 2023. They opened the
8 back door of her car, at which point one of the bugs flew out and "attacked" Mr. Hernandez. Ms.
9 Brown testified that he "lost his mind." Petitioner testified that, the same morning, Mr. Hernandez
10 had come by earlier and taken pictures of the bugs flying inside her car.

11 She wrote a letter to Respondent on October 6, 2023 and included pictures. In the letter,
12 Petitioner advised that she (as well as her neighbors) were being bitten by insects and explaining
13 what she was told she needed to do to get rid of them. *See* Exh. T-31A. With the permission of
14 Heidi Fadaee, the tenant in [REDACTED] Ms. Brown also sent pictures of Ms. Fadaee's bites to Ramiro
15 Hernandez, the onsite property manager, by e-mail on October 7, 2023. *See* Exh. T-8. Earl's Pest
16 control again came out. By that point, Ms. Brown had purchased CO2 traps to try and catch the
17 bugs – she had one trap outside her door, and one each in her kitchen and bedroom.

18 Petitioner testified that she gave Earl's Pest Control and Orion Pest Control multiple (3)
19 bug samples. Both companies said that they would put the bugs under the microscope to identify
20 them. When Petitioner heard nothing after a week, she wrote directly to Earl's Pest Control
21 asking for it to follow up with Respondent. In subsequent visits, [REDACTED] from Earl's Pest Control kept
22 saying that he would take the bugs back, look at them under a microscope, and report back, but
23 every week, he told Petitioner that he could not identify the bug even under magnification. Orion
24 Pest Control ultimately came out only once to the Unit.

25 Petitioner testified that she began to feel that Respondents were not going to ever do
26 anything to solve the bug problem. She testified that she reached this conclusion in part because
27 in response to all of her e-mails Mr. Hernandez just wrote back something like "E-Mail
28

1 Received.” This went on for about a month and a half. The bugs started getting better due to self-
2 help with “OFF,” CO2 sprays, traps, noseem sprays, and candles. According to Ms. Brown, Mr.
3 Hernandez subsequently called her.

4 According to Ms. Brown, Mr. Hernandez subsequently called her. Mr. Hernandez said
5 that he had spoken to Ms. Fadaee, and she had told him that she had never been bitten before, had
6 not given Ms. Brown permission to send the photographs, that the photograph was not of Ms.
7 Fadaee’s leg, and Ms. Fadaee did not give permission to include Ms. Fadaee in any complaints
8 about bug bites. According to Ms. Brown, Mr. Hernandez said the inverse to Ms. Fadaee, *i.e.*, that
9 Ms. Brown had no complaints about bites and similar.

10 The last time Earl’s Pest Control came out and undertook pest control work was
11 approximately March 6 or 7, 2024. They placed traps again and Petitioner again found bugs in the
12 trap. Another pest control person ([REDACTED]) came to the Unit on the date of the
13 Consolidated Hearing, along with Mr. Hernandez. Mr. [REDACTED] told her that the bug he observed
14 was a fruit fly due to bacteria in her kitchen drain. They discussed how many times she was being
15 bitten and confirmed it was not bedbugs. He speculated that it might be fleas, but she pointed out
16 that fleas were not going to land and remain on walls. She showed him the picture of the
17 excrement wall, but he said that it was too blurry. He suggested that she should leave the
18 excrement wall up without cleaning it for a week, but she said she was not going to leave “poop”
19 on her wall for an entire week. In Ms. Brown’s opinion, she eventually started feeling that there
20 was no need to keep having them come out because they kept taking the bugs to look at them
21 under the microscope then coming back to report that they could not identify the type of bug.

22 In response to questioning from the Hearing Officer, Petitioner testified that she had seen
23 her doctor again about the bug bites in December 2023. At that time, her doctor prescribed Zyrtec
24 and suggested that she use OFF to keep the bugs away from her. Ms. Brown testified that she had
25 attempted to call Pam Chen, District Manager, about the bug bite situation at one point but she
26 was not able to reach her. Instead, her call had been routed to first, Ms. Chen’s secretary and then
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1 voicemail.⁵

2 Petitioner testified that there were also chemical smells at the complex during
3 Respondent's construction activities, but she did not notify the landlord about the problem. Ms.
4 Brown testified that she considered the noise and other issues relating to the construction
5 "bothersome" and "a nuisance" but she also felt that "construction is construction." She did not
6 complain about any of them until bugs were biting her. According to Petitioner; at that point she
7 began putting everything relating to problems with the Unit in writing.

8 Petitioner reported that she was "trapped" in her apartment for two hours on the day
9 Respondent painted her apartment door. She also testified that during construction there was a
10 shed and wood scraps with nails lying in the road that was the only way to exit and enter the
11 apartment complex. While the wood scraps are gone post-construction, the shed remains although
12 Respondent has moved it closer to the fence. Answering a question from the Hearing Officer,
13 Petitioner testified that while it was more difficult to do so because of this problem, there was no
14 period of time that she could not enter or exit the complex because of the blocked road. Ms.
15 Brown also testified that for approximately two weeks there was a blocked walkway to the
16 complex laundry room because of Respondent's storage of wood shingles that were being
17 removed. Petitioner was able to access the laundry room only by going around the building.

18 Petitioner also testified that there was an approximately 3-inch wide gap in the doorway.
19 Respondent put a weather strip on it about a month before the Consolidated Hearing. The gap has
20 existed ever since December 2022 when Petitioner moved in. At that time, she told Mr.
21 Hernandez about this issue: she said that when the door was being locked, one could see the
22 deadbolt sliding in the latch and she was concerned about safety. According to Petitioner, if you
23 shook her door a little, it would move a couple of inches because of the gap. Mr. Hernandez
24 promised to fix the door, but he did not.⁶

25 _____
26 ⁵ This testimony was adduced as part of Ms. Brown's testimony in support of the
consolidated Petition relating to [REDACTED].

27 ⁶ Following a question from the Hearing Officer, Petitioner testified that her December
28 2023 petition narrative and workbook listing February 2024 as the first date on which Respondent
was advised of a problem with her front door was in error.

1 Petitioner first began seeing spiders in January 2024. She noticed a web and noticed one
2 spider coming up her drain in her bathroom. She saw a total of 3-4 spiders. She e-mailed Mr.
3 Hernandez in January 2024, even though her written petition said that the landlord was first
4 notified in February 2, 2024. She clarified during the Consolidated Hearing that February 2, 2024
5 was the actual date notice was sent, and February 13, 2024 was the date of her Petition, and that
6 the accurate date was the date of the e-mail that she had submitted into evidence.

7 As it related to her outlets, Ms. Brown first found a problem with them by plugging in her
8 air fryer. She said that the whole community “went black.” Afterward, she called Mr. Hernandez,
9 who told her not to use the air fryer. She has not used it again. However, the outlet problem then
10 expanded to the other areas of the house. She first reported that problem to Respondent in
11 approximately May or June 2023 and that is when Mr. Hernandez told her not to use her air fryer.
12 She sent an e-mail addressing this issue with the landlord. The bathroom and kitchen outlets are
13 still not working as of the date of the Consolidated Hearing.

14 Petitioner testified that her stove burners come on and go off intermittently. Some days the
15 stove burners come on and some days they do not work. As it relates to that specific problem, she
16 told the landlord by e-mail about a month before the Consolidated Hearing. Respondent came out
17 to address the issue at that time and advised Petitioner that nothing was wrong. However,
18 Petitioner believes that she had a fire in her Unit because the “stove came on by itself.” She
19 testified that she was cooking about three (3) weeks before the Consolidated Hearing. She said
20 that the fire on the stove was on the countertop. She did not realize the significance of the damage
21 then, because she was coughing and throwing up. The Mountain View Fire Department came out
22 that night after Mr. Hernandez called them. The Fire Department thought she had smoke
23 inhalation, so she went to the hospital. According to Ms. Brown, Mr. Hernandez told her when
24 she moved in that one of the other units also had a fire. He recommended that she buy tenant’s
25 insurance because a unit had caught on fire “a little bit before you came” and the tenant had to
26 “pay \$150,000”. Ms. Fadaee also told her about the other unit’s fire and told her that the fire was

1 electrical. According to Mr. Hernandez, however, the fire in the other unit occurred because the
2 stove had been left on by the tenant.

3 Petitioner also complained about the heating in her Unit. According to her testimony,
4 despite a working heater, the Unit often had no heat in either the bathroom or her bedroom. She
5 was using space heaters, including one given to her by Mr. Hernandez (which Petitioner placed in
6 her bathroom) to address the problem. Respondent (with a technician from a heating company)
7 came to check the heating for the Unit approximately one month before the Consolidated
8 Hearing. During that visit, the technician said that since the thermostat in the Unit is attached to
9 the wall heater, the thermostat for the Unit senses the heat coming from it and shuts off the flow
10 of heat before it reaches the bathroom or bedroom of the Unit. The heating company technician
11 said that an actual electrician had to come and diagnose the best way to address the problem
12 because it might require moving the thermostat.

13 Petitioner also testified that “her parking space did not fit her car.” According to Ms.
14 Brown, when she moved into the Unit she was assigned Space 10. However, she also straddled
15 her car into Space 9 because she has a large SUV so that she could enter and exit her vehicle.
16 Nobody was using Space 9 at the time and, according to Petitioner, Mr. Hernandez gave her
17 permission to do so as long as nobody else used that space.

18 On September 10, 2023, a new tenant with a large vehicle moved in and was assigned
19 Space 9. Since the new tenant also had a large SUV, it became extremely difficult for Petitioner
20 to park the car, enter it, or exit it. Petitioner had to either crawl, risk damaging someone else’s car,
21 or crawl under the cabinets in the carport to get out of her car.⁷ According to Petitioner, when she
22 raised this problem with Mr. Hernandez, he told her that he moved the new tenant to another
23 parking stall, and Petitioner could still use Spaces 9 and 10 because “you were here first.” She
24 testified that this statement was made the 3rd or 4th time she communicated with Mr. Hernandez
25 about the parking situation, a few weeks after the new tenant moved in. Mr. Hernandez would

26 _____
27 ⁷ Petitioner said that she had submitted into evidence a video showing how difficult it was
28 for her to get out of her car when the other car was parked next to her space, but this video was
not received by this Hearing Officer.

1 occasionally let her park in Space 17 (one of the three parking spaces assigned to Mr. Hernandez)
2 because Petitioner would get home late at night.⁸ However, according to Petitioner, after she filed
3 her Petition Mr. Hernandez stopped letting her use his extra parking space. Mr. Hernandez later
4 put a notice on her car that it would be towed. Petitioner's being unable to use Space 9 was, in her
5 opinion, a reduction in service because there was not always a place to park her car, even in guest
6 car parking. Mr. Hernandez changed the parking stall when she discussed the parking problem
7 with him again at the office in October 2023.

8 B. Testimony of [REDACTED]:

9 Mr. [REDACTED] is Petitioner's uncle. He and his wife stayed at her apartment 2-3 or 3-4 nights
10 a month when there was bad weather since he lived far away, between August 2023 and February
11 2024. He noticed Ms. Brown's bites. His wife was bitten on her ankle as well. He was bitten each
12 time he stayed there. He did not break out into rashes like his niece and wife, and he would itch,
13 but he tried to ignore it or just put alcohol on it because he was "a country boy."

14 As it related to Petitioner's parking space, Mr. [REDACTED] testified that, due to the size of
15 Petitioner's vehicle (a Ford Expedition), it took up the entirety of her assigned parking space.
16 Additionally, according to Mr. [REDACTED] when Petitioner tried to park, "9 times out of 10" Petitioner
17 had to back her car into her space if there was another car there so that her SUV would fit. He
18 also had the same problem with his personal car (he has an Acura and a Jeep.) If a person parked
19 in Ms. Brown's space, if another car were in the space next to it, the person could not get out
20 without squeezing up against the wall. Passengers were also forced to exit on the drivers' side
21 only due to a lack of space.

22 **II. Respondent's Testimony:**

23 A. Testimony of Ramiro Hernandez:

24 Mr. Hernandez is Respondent's onsite Property Manager for the Unit. He holds no
25 professional license relating to general construction and is not an electrician. Mr. Hernandez

26 _____
27 ⁸ Petitioner testified that she had a text message from Mr. Hernandez confirming his
28 permission for her to use Space 17. This text message also was not, however, submitted as
evidence in support of the Petition.

1 testified that he did not recall asking Ms. Brown for fecal matter relating to bugs. According to
2 him, “what most likely happened” is that he told Petitioner there may have been fecal matter from
3 bedbugs. He opined that bedbugs were the only type of insect that could be identified by their
4 waste. Mr. Hernandez confirmed that he told Petitioner that her proposal to test for different
5 insects in a process of elimination with different pesticides was not the best approach.

6 As it related to parking, according to Mr. Hernandez he did not know that Petitioner was
7 ever using Space 17, which he testified was assigned to someone else. He stated he would not
8 offer spaces that look empty to other tenants. He testified that while there were discussions about
9 parking with Petitioner, there was never any agreement to allow Petitioner to use other spaces
10 until she asked for another option than Space 9, at which point he gave her a parking space closer
11 to her Unit.

12 During the October 5, 2023 pest control visit by the technician about which Petitioner
13 testified, according to Mr. Hernandez Ms. Brown took something out of her car and “threw it” in
14 his direction; a flying insect did not attack him.

15 With regard to Petitioner’s apartment door, Mr. Hernandez testified that he does have
16 pictures of the door, and they do not show a 3-inch gap in the Unit’s doorway.

17 According to Mr. Hernandez, he did not receive any information that there was an
18 electrical problem in [REDACTED] that caused a power outage. Ms. Brown never reported that to him.
19 As it related to the fire in Ms. Brown’s unit a couple of weeks before the Consolidated Hearing,
20 Mr. Hernandez testified that on February 23, 2024 he was going to deliver a notice to enter [REDACTED]
21 [REDACTED] for pest control scheduled for February 29. When he came out of the office with the notice, he
22 heard the smoke alarm. He saw that smoke was coming of the living room window of [REDACTED]
23 Ms. Brown was standing outside. He asked her if she was OK, and she explained she had left a
24 skillet cooking on the stove while she went to the bathroom, and it caught on fire. He tried to get
25 Ms. Brown to call the Fire Department to come and check that the fire was really out. He
26 ultimately called 911. The fire department did come, and there are pictures of how Ms. Brown
27 had attempted to put the fire out using flour.

1 According to Mr. Hernandez, Ms. Brown first reported a wall heater malfunction on
2 December 15, 2022. He personally went to [REDACTED] and lit the pilot. He stayed to check that the
3 pilot was on and that the heater, once on, stayed on. He told Ms. Brown to call the rental office if
4 there were any more problems. Monteros Heating and Air Company visited the Unit on February
5 12, 2024 and suggested that the thermostat in the apartment be moved further away from the
6 living room into the bedroom⁹, but otherwise said the heater was working properly. The
7 technician said that if they decided to move the thermostat, it needed to be done by an electrician.
8 According to Mr. Hernandez it “was decided” that moving the thermostat would not be an
9 “efficient way” to solve the heating problem. Mr. Hernandez told Petitioner all of this information
10 after the technician’s visit on February 12, 2024.

11 On February 8, 2024, when he went to check the electrical outlets at the Unit, he saw that
12 the tenant had an air fryer, a space heater plugged into an outlet in the bathroom, and another
13 space heater in the living room. The Unit is a 1 bedroom apartment and is 431 square feet in area.
14 Respondent’s maintenance technician ([REDACTED]) checked all the outlets, and they were all in
15 working order. The GFCI electrical outlet in the bathroom was also working. Given this, he told
16 Ms. Brown to ensure that when she used her air fryer, her space heaters were off to avoid an
17 electrical circuit overload that tripped the breakers.

18 When he was examined by the Hearing Officer, Mr. Hernandez testified that he never
19 personally received any samples of bugs that were delivered to the pest control. He testified that
20 Petitioner did not notify him about spiders in January 2024 by e-mail; according to Mr.
21 Hernandez he was notified only about a lost apartment key, on January 7, 2024.

22 B. Testimony of Pam Chen:

23 Ms. Chen testified in rebuttal to Petitioner’s testimony that the Mountain View Fire
24 Department identified electrical problems as the reason a former tenant at the complex had
25 experienced a fire in her apartment. Ms. Chen testified that the Fire Department had not made

26 _____
27 ⁹ Mr. Hernandez also stated that moving the thermostat would cause the living room to
28 become extremely hot, but it was not clear from his testimony whether that was a statement made
by the technician from Monteros or a statement of Mr. Hernandez’ opinion.

1 such a finding, and that it had prepared a written report to that effect.

2 C. Testimony of [REDACTED]:

3 Mr. [REDACTED] is an employee of Orion Pest Control. He has been working on the 959 Rich
4 Avenue complex and has done the exterior spray there every month for the past 5-6 years. Once
5 per month Orion does an exterior perimeter spray of the apartment complex; it also will treat
6 individual units for pests if that is asked for by the manager. Generally, his work involves only
7 treating around the foundation of the building. Mr. Hernandez reaches out to Orion whenever
8 there is a specific unit that needs interior treatment.

9 Mr. [REDACTED] conducted an interior inspection of [REDACTED] in October 2023. At that time, he
10 checked the glue traps that were there. There was a single nonbiting fly on the trap. He checked
11 generally for bedbugs, fleas. He did not see any and did not see any other bugs. Ms. Brown
12 mentioned No-See-Ums to him, but he did not see any of these either. She had CO2 traps which
13 had caught moths (approximately 30 or 40) and one mosquito. There were no biting insects in any
14 of the interior traps he checked at [REDACTED]. Moths are not associated with biting, but there were no
15 biting insects caught by any interior trap she had the one time he had inspected inside of the Unit.
16 Since August 2023, other than for [REDACTED] he has not been asked by Respondent to spray either
17 the exterior or interior of any Unit because of reports of biting bugs. He has not seen any biting
18 insects outside other than the ones in the trap at [REDACTED]. He does walk the perimeter of the entire
19 property. He has not been forwarded any reports about spiders. He has not been involved in
20 anything with [REDACTED] since October 2023. He does not generally interact with tenants when he
21 comes to spray. Upon questioning from Ms. Brown, he confirmed that she gave him 3 bugs (2
22 from the kitchen and one from her outside trap). He confirmed that the bugs Ms. Brown gave him
23 were either some type of gnat or fly (which Mr. [REDACTED] testified there were many types of), but
24 they were not identified as any type of biting insect.

25 D. Testimony of [REDACTED]:

26 Mr. [REDACTED] is the Qualified Operator and Manager for Earl's Pest Control and holds
27 licenses in agricultural and structural pest control. He is [REDACTED]' direct supervisor. Earl's
28

1 usually gets called in by Respondent if there is a suspicion about things such as hitchhiking-type
2 bugs. When that happens, they initially try to identify bedbugs and other types of biting insects
3 that are on their “hit list.”

4 As it relates to the No-See-Ums, Mr. [REDACTED] spoke to Petitioner on the morning of the
5 Consolidated Hearing; he knew that her doctor confirmed that she was being bitten by something
6 but was not told about “no see ums” until he spoke to the Petitioner the morning of the
7 Consolidated Hearing. No-See-Ums are not the type of bug that bite multiple times, although they
8 do have an odor and they do bite. No-See-Ums are, according to Mr. [REDACTED], agricultural pests
9 that are like mosquitoes, but most people cannot detect them easily in a structure. So, even when
10 they cannot find a particular insect, if a tenant is complaining of bites., he does not assume that no
11 biting insect exists.

12 When there are complaints about pests, they investigate to try and identify them based
13 upon the nature of the complaints, the bites, samples, inspection, monitors and other things of that
14 nature. It does happen that people get bitten by something they cannot see, and often they self-
15 diagnose and self-treat after going on Google. According to Mr. [REDACTED], the California Structural
16 Pest Control Board does not permit blanket treatment for types of pests that cannot be identified.
17 This is because one type of pest treatment may negate another one. So identification of what pest
18 is at issue often takes a long time. Earl’s Pest Control has a “staunch protocol” of follow-up visits
19 when they have done work in a residence.

20 According to Mr. [REDACTED], the company received Spieker’s first report about [REDACTED] in
21 September; on September 21, 2023 they came and left monitors at the Unit. They did get samples
22 from Ms. Brown that were identified as fungus gnats (and other bugs, but all were inconclusive
23 for being biting insects.) Despite this, they have still kept looking to try to identify the bug at
24 issue. Earl’s Pest Control has been to the Unit every week for the past three months.

25 In his experience, Spieker is very responsive as it relates to pest problems. Sometimes,
26 they will call Earl’s out the same day or the next day after a report is received. While Earl’s Pest
27 Control does provide reports as a result of their work, until it finds something they cannot
28

1 diagnose what type of bugs are at issue. Mr. [REDACTED] testified accurate insect identification cannot
2 be accomplished by looking at a bite. He always encourages tenants to report insects because
3 most rental agreements require that.

4 In [REDACTED] he found that there was a smell coming from the garbage disposal. He
5 identified fungus gnats in the disposal. According to Mr. [REDACTED], all the pictures Petitioner has
6 sent were of flying insects and those are always the result of source issues, so as a general rule,
7 when there are fungus gnats, mosquitoes or drain flies, pesticides have little or no effect on them.
8 It is the larval, or egg stage, of the insect that has to be identified to eradicate the problem. Mr.
9 [REDACTED] had not reported fungus gnats in [REDACTED] previously. 90% of the material on the
10 October 19, 2023 monitor from [REDACTED] when viewed under a 10,000x microscope was organic
11 matter. There was one fungus gnat also seen. The company's reports always are delivered to the
12 property manager. According to Mr. [REDACTED], Petitioner's unit did not have poor sanitation and
13 reported that Petitioner had been very cordial and nice to him, and this was Mr. [REDACTED],
14 reported experience as well.

15 E. Testimony of [REDACTED]:

16 Mr. [REDACTED] is a licensed pest control treatment operator employed by Earl's Pest
17 Control and a Field Representative licensed by the Structural Pest Control Board. He first
18 interacted with Petitioner on September 21, 2023. She showed him bites that did not look like
19 bedbug bites, but he nonetheless checked her mattress and couches for those. He placed insect
20 monitors in the Unit and advised Mr. Hernandez he would come back to check monitors the next
21 week. When he returned, however, Petitioner had thrown those away. So, he placed new
22 monitors. He came back on October 12, 2023. When he returned, he saw a bug he could not
23 identify. They brought the bug back and looked under the microscope and Mr. [REDACTED] said that it
24 looked like a gnat. On October 19, he again saw something on the monitor, and when they looked
25 under a microscope, what they found was organic matter, but not a biting insect. He did not know
26 how it got there. They have continued to monitor and have never found any biting insects. Mr.
27 [REDACTED] testified that he has gone to the Unit repeatedly: on September 21, 2023; October 5,
28

1 2023; October 19, 2023; October 26, 2023; November 2, 2023; February 22, 2024, February 29,
2 2024, March 8, 2024 and March 11, 2024 (the date of the Consolidated Hearing.) Between
3 November 2023 and February 2024, however, he did not come to [REDACTED]. According to Mr.
4 [REDACTED], this hiatus was because when he went to the Unit on November 2, 2023, Ms. Brown
5 refused service; she did not tell him why.

6 After November 2023, there was nothing done until February, 2024, when he again went
7 to the Unit responding to reports of a spider. Mr. [REDACTED] testified that spiders generally do not
8 bite people and that such bites are rare. Mr. [REDACTED] communicates only with Mr. Hernandez
9 and that is who his office sends e-mails to. According to Mr. [REDACTED], fungus gnats are not
10 biting insects, and that is the only insect ever identified the entire time he worked with [REDACTED].
11 He confirmed that he never identified a biting insect at the Unit. Mr. [REDACTED] agreed with Mr.
12 [REDACTED] that No-See-Ums can exist and that most people cannot find them when they do.

13 In response to a question from Pam Chen about a visit on October 5, 2023, Mr. [REDACTED]
14 testified that he had called Ms. Chen and told her that he had identified a mosquito inside of Ms.
15 Brown's vehicle. He previously asked Mr. Hernandez if anyone other than Petitioner had
16 complained about mosquitoes, and he was told "No." Mr. [REDACTED] opined that mosquitoes do
17 not usually survive in a vehicle unless it is in an area where there are mosquitoes more generally.

18 In response to a question from Petitioner, Mr. [REDACTED] testified that he has a photo of a
19 fly that was on her car. He confirmed that he saw a small bug that looked like a mosquito and that
20 he also saw a fly on the outside of Petitioner's car. Mr. [REDACTED] did not recall the incident of
21 September 30, 2023 in the same manner as Petitioner. He testified that he was on the opposite
22 side of the car from Mr. Hernandez and Ms. Brown, and that the mosquito which flew out of the
23 car came out on Mr. [REDACTED]' side of the car, not theirs. He said that the fly about which he had
24 testified was on the side of the car where Mr. Hernandez and Ms. Brown were standing.

25 Testimony of Heidi Fadaee: Ms. Fadaee testified that she did not remember the exact
26 date, but she did see small mosquitoes come out of Petitioner's car.

1 ANALYSIS

2 In her consolidated petitions, Petitioner seeks a downward rent adjustment under the
3 CSFRA for two enumerated reasons: (a) an alleged existence of conditions affecting the
4 habitability of the Unit; and (b) an alleged decrease in services at the Unit.

5 **I. Conditions Affecting Habitability at the Unit**

6 The CSFRA permits a tenant to file a petition seeking a downward adjustment of rent if
7 his or her landlord has failed “to maintain a Rental Unit in compliance with governing health and
8 safety and building codes, including but not limited to Civil Code Sections 1941.1 et seq. and
9 Health and Safety Code Sections 17920.3 and 17920.10...” See CSFRA §1710 subd. (b)(1). A
10 failure to maintain these conditions is deemed a rent increase for the purposes of the CSFRA. *Id.*
11 To prevail on such a petition, a tenant must show that the landlord had (a) received reasonable
12 notice of the conditions rendering the rental noncompliant with the requirements for habitability;
13 and (b) been given a reasonable time to repair the condition after notice. See CSFRA §1710 subd.
14 (b)(2).

15 Petitioner cited all of the following conditions as affecting the habitability of the Unit that
16 entitled her to a downward rent adjustment on the grounds of “failure to maintain”: (a)
17 “Infestation of ceratopogonidae;” (b) Chemical Smells; (c) Construction Noise; (d) Excessive
18 Dust and Dirt; (e) Kitchen Outlet Shortages; (f) Gap in Door; and (g) Spider Infestation.
19 Additionally, although not listed on her Petition or in her workbooks, Petitioner gave substantial
20 testimony, without objection (and with a substantive response) by Respondent both during and
21 subsequent to the Consolidated Hearing, about another condition that would potentially affect
22 habitability: (h) A lack of heating in the rooms of the Unit.

23 **A. Chemical Smells, Construction Noise, and Excessive Dust and Dirt:**

24 Petitioner did not testify about any of these issues at the Consolidated Hearing. However,
25 in her written petition materials she reported that there were “chemical smells” (for approximately
26 2 weeks), “construction noise” and “excessive dust and dirt” (both for a period of approximately
27 6 weeks) as conditions demonstrating that Respondent “failed to maintain” the Unit. See Ex. T-

1 1. The narrative part of her Petition confirms that each of these conditions existed only during the
2 period between August 23, 2023 and October 6, 2023, when Respondent was making repairs and
3 improvements to the 959 Rich Avenue apartment complex.

4 Petitioner did not sustain her burden of proof to show, by a preponderance of the
5 evidence, not just that these conditions existed, but that they existed to such a degree and for such
6 a period of time as to have meaningfully impacted her ability to reside at the Unit. “A landlord is
7 not required to ensure that leased premises are in perfect, aesthetically pleasing condition.” Green
8 v. Superior Court, (1974) 10 Cal.3d 616, 637. A landlord is therefore not automatically out of
9 compliance with the CSFRA if for a short period of time merely because there are aesthetically
10 unpleasing conditions, especially on a transitory basis.

11 This is particularly true when the reason for the problem for which a tenant seeks a rent
12 reduction arises because the landlord was fulfilling its duty to maintain the rental property. In a
13 court case with similarities to the Petition, Golden Gateway Ctr. v. San Francisco Residential
14 Rent Stabilization & Arbitration Bd., (1999) 73 Cal.App.4th 1204, the Court emphasized that
15 temporary inconvenience, a temporary reduction of ventilation, and temporary limits on a tenant’s
16 use of common areas caused by necessary repairs and construction by the landlord does not
17 support a rent decrease pursuant to a rent stabilization ordinance: “The ordinance contemplates
18 that landlords will provide repair and maintenance services, which by necessity will at times
19 inconvenience the tenants. We hold that this unavoidable type of inconvenience, which may
20 interfere with housing services, but which does not substantially interfere with the right to occupy
21 the premises as a residence, does not entitle a tenant to a reduction in rent.” *Id.*, at 1212.

22 Here, the testimonial and documentary evidence from the parties indicates that the total
23 time from beginning to end of Respondent’s exterior construction and painting project was
24 approximately 6 weeks, from August 23, 2023 through October 7, 2024. (*See* Exhs. T-18; LL-9)
25 This is not a substantial amount of time given the size of the apartment complex. *See* Exh. LL-13.
26 Petitioner therefore has not satisfied her burden of proof to show that any of these three
27 conditions resulted from Respondent’s failure to maintain the Unit; to the contrary, the conditions
28

1 were shown through the evidence to exist only because of Respondent’s effort to maintain the
2 Unit’s common areas. As the construction work and painting that appears to have been the cause
3 of the smells, dust and dirt and allegedly excessive noise all ceased months before the Petition
4 and none of these conditions lasted for more than six (6) weeks, there is no proper basis for a rent
5 reduction for these transient problems with the Unit and the common areas of the apartment
6 complex. None of them materially affected the use of the Unit as a residence while construction
7 was ongoing.

8 Petitioner’s request for a rent reduction because of construction noise, dirt and dust and
9 chemical smells fails for an additional reason: Respondent did not receive any notice of these
10 conditions or a reasonable opportunity to cure them after notice before the Petition was filed in
11 December 2023. Petitioner admits, through her workbook, that she never gave Respondent notice
12 of these three aesthetic problems while they existed during the six-week period (August 23, 2023
13 – October 6, 2023) for which she seeks a rent reduction. *See* Exhs. T-2 and T-4.¹⁰ There was no
14 evidence contradicting this documentary admission submitted either before, or during, the
15 Consolidated Hearing. The weight of the evidence therefore establishes that Respondent did not
16 receive any notice of these conditions until the Petition was filed in December 2023 and was by
17 definition therefore not given a reasonable opportunity to cure them after notice.

18 Reasonable opportunity to cure after receipt of notice is a necessary prerequisite to a legal
19 claim based upon an alleged defect in rental premises. *See, e.g., Knight v. Hallsthammer*, (1981)
20 29 Cal.3d 46, 67. Thus, reasonable notice and opportunity to cure defective conditions are an
21 absolute prerequisite to a petition under the CSFRA. *See* CSFRA § 1710 subd. (b)(2) [“A Tenant
22 Petition filed pursuant to this Subsection must specify the conditions alleged to constitute the
23 failure to maintain the Rental Unit in habitable condition *and demonstrate that the Landlord was*
24 *provided with reasonable notice and opportunity to correct the conditions that form the basis for*
25 *the Petition.*” [Emph. Added.] *See also* CSFRA Regulations Chpt. 4, § E(6). The absence of

26 _____
27 ¹⁰ Each workbook condition shows “N/A” in the column asking for the date that notice was
28 given to the landlord.

1 notice to Respondent is therefore fatal to Petitioner’s effort to obtain a decrease in rent for the
2 reasons discussed above.

3 B. Defective Outlets:

4 Petitioner testified that beginning in May 2023, she began to experience problems with
5 her outlets at the Unit, after she used an air fryer and the electricity in her Unit (and, she testified,
6 the whole area around it although this was disputed by Respondent) went out. While she no
7 longer uses the air fryer, according to Petitioner one or more of her outlets at the Unit now will
8 not work for no apparent reason, as shown in a video of a problem with her bathroom outlet,
9 showing that a space heater did not work despite being plugged in. *See* Exh. T-24. Respondent
10 contended that there were no defects found during its evaluation of the electrical outlets in the
11 Unit and that any outages were likely due to Petitioner’s overload of the electrical circuitry. It
12 submitted as evidence a photograph showing that Petitioner had numerous electrical devices
13 plugged into a single power strip (which was itself plugged into a power station which had at least
14 one other device plugged into it.) *See* Exh. LL-14.

15 Civil Code section 1941.1 subd. (a)(5) requires that, to be habitable, a rental unit have
16 “Electrical lighting, with wiring and electrical equipment that conformed with applicable law at
17 the time of installation, maintained in good working order.” Similarly, Health and Safety Code
18 section 17930.3 subd. prohibits electrical wiring defects and requires they be maintained in “in
19 good working condition.”

20 Respondent submitted evidence that it had inspected the electrical situation at the Unit and
21 found no defects. Petitioner’s testimony was that the problem with electricity did not begin until
22 she used her air fryer. After that, however, Petitioner’s testimony was that the failed outlets were
23 now occasionally “moving” to different rooms, including her bathroom. Given that the apartment
24 complex was, according to Ms. Chen, built in the 1970’s it is reasonable to assume that the
25 apartment building in which the Unit was contained has difficulties handling the extremely high
26 electrical loads of modern day living. Even if that were not the case, it is not surprising that
27 circuit breakers will trip and shut off current when too many electrical devices are all plugged in
28

1 to a single outlet or using of multiple high-powered machines such as air fryers and multiple
2 space heaters at the same time in a small apartment. Indeed, Petitioner herself identified one of
3 the space heaters as tripping the breakers every time it was plugged in. *See* Exhs. T-28 and LL-
4 18A.

5 Petitioner also testified that her stove was now “turning itself on and off” for no reason,
6 that a fire which occurred in the Unit was likely due to an electrical fault, and that a fire which
7 had occurred previously in another unit was caused by an electrical problem. However, according
8 to the Mountain View Fire Department’s reports, the two fires were each caused by conduct on
9 the part of the resident. In the Unit’s case, the report states that Petitioner admitted to the Fire
10 Department that she was cooking something on the stove and went to the bathroom; the former
11 fire was caused by the tenant leaving papers strewn on her stove. *See* Exh. LL-15.

12 The weight of the evidence submitted at the Hearing therefore supports a finding that the
13 electrical outlets to the Unit were working, and that the intermittent failures were caused by
14 Petitioner’s actions, not Respondent’s failure to maintain the Unit.

15 C. Insect Infestation

16 The Petition sets forth two different types of insect “infestations” that allegedly reflect a
17 failure to maintain the Unit. First, Petitioner contends that beginning on or about September 1,
18 2023, there was an infestation of a biting bug, which she believes to be “No-See-Ums”, that
19 severely impacted her use and enjoyment of the Unit. She also contends that there was a spider
20 infestation at her Unit beginning in February, 2024.

21 1. “No See Ums”

22 The presence of insects can violate Civil Code section 1941.1’s prohibition against vermin
23 in rental units if they reach a degree where there is a “strong indication of a materially defective
24 condition” (*see, e.g., Peviani v. Arbors at California Oaks Property Owner, LLC* (2021) 62
25 Cal.App.5th 874, 891). In particular, Civil Code 1941.1 subd. (a)(6) mandates that a landlord of a
26 residential unit ensure that his/her: “[b]uilding, grounds, and appurtenances at the time of the
27 commencement of the lease or rental agreement, and all areas under control of the landlord, kept
28

1 in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage,
2 rodents, and vermin.” Similarly, Health & Safety Code section 17920.3 subd. (a)(12) prohibits:
3 Infestation of insects, vermin, or rodents as determined by a health officer or . . . determined by a
4 code enforcement officer. . .] Health and Safety Code §17920.3 also prohibits any conditions in
5 housing that exist “to an extent that it endangers the life, limb, health, property, safety, or welfare
6 of the public or the occupants thereof...”

7 There is no question that these habitability standards were not met as it relates to the as-
8 yet-identified insect that began biting Petitioner shortly after construction work began at the
9 Rich Avenue apartment complex. Petitioner’s testimony and evidence was uncontradicted that
10 she was bitten by insects on an ongoing basis beginning shortly after Respondent began its
11 construction work at the apartment complex, and that it had adversely affected her health because
12 of constant itching and burning. It was also uncontradicted this problem was ongoing as of the
13 date of the Consolidated Hearing.¹¹

14 Respondent highlighted in its witnesses’ testimony and its documentary submissions that
15 no biting insect was ever recovered from the Unit despite quite diligent efforts to treat the Unit
16 and that the only insects confirmed at the Unit were fungus gnats, moths and a single mosquito in
17 an outside trap. However, both of Respondent’s witnesses from Earl’s Pest Control confirmed
18 that it is possible to have biting insects such as “no see ums” which are extremely difficult to find
19 and identify when they are present. Petitioner’s evidence that she was being bitten, had seen a
20 doctor for those bites, and was resorting to self-help (including sleeping under mosquito netting)
21 was uncontradicted. In particular, Mr. Serrano from Earl’s Pest Control testified that, based upon
22 his experience, that when a person believes they are being bitten by something, it is often true
23 even if he has not seen the insect and cannot identify the insect from looking at the bite marks.

24 When a condition violating the warranty of habitability is found, there is a question of
25 what a fair market rent for the Unit is with the presence of the conditions. The petition seeks an
26

27 ¹¹ After the date of the Consolidated Hearing, Ms. Brown gave notice of her intent to vacate
28 the Unit because of the ongoing problem. *See* Exh. T-31.

1 85% reduction in the Unit’s base rent of \$2,150.00. *See* Exh. T-1, T-2, and T-4. This Hearing
2 Officer believes, however, that this amount of proposed reduction is excessive. Petitioner was
3 able, as she testified, to reduce the problem somewhat through self-help methods and did not feel
4 compelled to move from the Unit for her health and safety. However, given the severity of the
5 impact on Petitioner’s use and enjoyment of the Unit and the length of time it has existed, a lesser
6 reduction of between 25% and 50% would not be unreasonable in the abstract, especially since
7 the problem is ongoing.

8 In the discretion of this Hearing Officer, Petitioner will receive a 25% downward
9 adjustment in the base rent for the Unit (a reduction of \$537.50 per month) for the biting insect
10 problem. Selection of this lower figure is because there was significant evidence that Respondent
11 diligently attempted to address this problem and acted timely once it received report of the
12 problem. It resorted to inspections by multiple pest control vendors, weekly visits to the Unit to
13 check traps (until Petitioner stopped granting access in November 2023), microscopic
14 examination of evidence, inspection of surrounding units, and similarly appropriate efforts.
15 Neither the statutes governing habitability nor the CSFRA allow this Hearing Officer to
16 completely deny a downward adjustment in rent where a breach of the warranty of habitability
17 has been found, but nothing in them requires that a downward rent adjustment be granted at the
18 highest percentage that is, in the abstract without taking into account mitigating factors (such as a
19 landlord’s good faith and diligence in trying to address the tenant’s problem), otherwise
20 reasonable. Given this, within the context of this particular case the chosen percentage of 25% is
21 the most reasonable and fair resolution of Petitioner’s complaints about biting insects.

22 2. Spiders

23 Petitioner also contended that there was a “Spider Infestation” at the Unit. *See* Exh. T-4.
24 Petitioner did not begin seeing spiders until February 2024, just a few weeks before the
25 Consolidated Hearing took place. Once Petitioner reported seeing spiders, Respondent again
26 promptly sent pest control to the Unit. In contrast to the overwhelming evidence that was
27 submitted relating to biting insects, Petitioner submitted no evidence of an infestation of spiders
28

1 at her Unit. The word “infest” when used in connection with reference to insects or vermin, is
2 defined as “exist[ing] in *large numbers* in a particular place.” [Emph. Added.] Similarly, an
3 infestation is defined as “a *large number* of insects, rats, etc. living in a place where they are not
4 wanted.” [Emph. Added.] ¹² Given these definitions, a sighting of a single, occasional, insect is
5 not enough to declare that an insect “infests” a particular location or that there is an “infestation.”
6 This conclusion is supported by the language of Civil Code section 1941.1 and Health and Safety
7 Code section 17930.3, both of which refer to “accumulations” and “infestations” of vermin as
8 potentially violating the warranty of habitability. Petitioner testified at the Consolidated Hearing
9 that she had seen a total of “3 to 4” spiders, including one that came up through her drain. By
10 definition, that number of spiders is not an “infestation.”

11 Nonetheless, like other insects, spiders are considered “vermin” for the purposes of the
12 governing statutes and the CSFRA even though they do not generally bite humans, so their
13 presence is potentially problematic under Civil Code section 1941.1 and Health and Safety Code
14 section 17930.3. The ultimate question is whether the presence of spiders at the Unit in this case
15 was “substantial” enough to constitute a breach of the warranty of habitability. *See, e.g., Green*
16 *637–638*. [“The mere “existence of a prohibited (uninhabitable) condition or other noncompliance
17 with applicable code standards does not necessarily constitute a breach of the warranty of
18 habitability.”] *See, e.g., Hinson v. Delis* (1972) 26 Cal.App.3d 62, 70, *disapproved on other*
19 *grounds in Knight v. Hallsthammar* (1981) 29 Cal.3d 46, 55, fn. 7 [“Minor housing code
20 violations standing alone which do not affect habitability must be considered *de minimus* and will
21 not entitle the tenant to reduction in rent.”]

22 Second, there must be some evidence (even where a condition constituting a breach of the
23 warranty of habitability is found) that the condition arose because of a landlord’s failure to
24 maintain the Unit *and* that the condition was not fixed by the landlord despite having reasonable
25 notice and opportunity to cure. No evidence of either was submitted. Petitioner therefore did not
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27 ¹² See Oxford Learner’s Dictionary, accessible online at
28 <https://www.oxfordlearnersdictionaries.com/us/definition/english/infest> and
<https://www.oxfordlearnersdictionaries.com/us/definition/english/infestation>

1 carry her burden of proof on this issue.

2 D. Lack of Heating:

3 Although this issue was not listed in the written petition submitted by Petitioner, her
4 original workbook, or her amended workbook (see Exhs. T-1, T-3 and T-4), Petitioner testified
5 about this issue at the Consolidated Hearing. Rather than object to the Hearing Officer’s
6 consideration of this issue, Respondent presented opposing testimony and evidence in response to
7 this. In a court proceeding, this would be sufficient to permit the court to amend the pleadings
8 *nunc pro tunc* (“now for then” or “after the fact”) to include the issue that was missing from the
9 original pleading. *See, e.g., Trafton v. Youngblood*, 69 Cal.2d 17, 31 (1968). Here, the Petition
10 serves the same function as a complaint in litigation; it frames the issues to be decided at hearing.
11 However, despite no mention of heating in the Petition, testimony and documentary evidence
12 about heating at the Unit was actually presented before, during, and after the Consolidated
13 Hearing. As Respondent was able to present defensive evidence on this question despite it not
14 being raised by the written petition, this Hearing Officer exercises her discretion to deem the
15 Petition as amended back to the date of Petitioner’s amended workbook (February 13, 2024).

16 On the merits, Petitioner submitted evidence that she reported a lack of heating on
17 February 8, 2024 and February 12, 2024 and that this problem had existed since March 2023. *See*
18 Exh. T-23. She testified that the problem was not that there was no heat to the Unit, but that the
19 wall heater in the Unit did not sufficiently heat all the rooms in the Unit. Respondent timely sent a
20 heating technician out to the Unit, who found that the wall heater was functional, but also advised
21 that the wall heater was only designed to heat the room in which it was located. *See* LL-18A (p.
22 17 of LL-18). Both parties submitted testimony at the Consolidated Hearing that the technician
23 from Monteros Air and Heating advised them that the Unit’s thermostat might need to be moved
24 (perhaps to the bedroom) to solve the problem. After that advisement, however, by its own
25 admission Respondent made no effort to address the heating issue, on the stated grounds of a lack
26 of “efficiency.”

27 A lack of working heating in a rental unit is a serious breach of the warranty of
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1 habitability. *See* Civil Code § 1941.1 subd. (a)(4) & Health and Safety Code § 17930.3(a)(6).
2 Here, however, the wall heater and its thermostat were both in good working order as required by
3 those statutes and did provide heat to the area where the wall heater is located. *See* LL-18A.
4 Instead, the problem was that the heating mechanism which had been provided was not able to
5 heat all the rooms of the Unit. Thus, there remains a real question as to whether the Unit remained
6 legally “habitable” even though it clearly did not provide for sufficient heat throughout.
7 (Respondent effectively admitted as much, given that Mr. Hernandez gave Petitioner a space
8 heater which she used in her bathroom to warm the room.)

9 That it was legally habitable, however, does not mean that there was no failure to maintain
10 the Unit. A tenant does not have to prove that a defect in a rented premises reaches the level
11 where it breaches the warranty of habitability before she can obtain relief. A tenant is entitled to
12 get warm, especially during the cold season or at night, everywhere in their home, not just in a
13 single room. Given this, a landlord has a duty to provide heat not just in one area of a home, but
14 throughout it. Respondent’s choice to avoid making the repair necessary to ensure that heat would
15 be provided to the entire Unit solely because of “efficiency” entitles Petitioner to a downward
16 rent adjustment for the Unit. A rent reduction of 10% is appropriate in this case.

17 E. Gap in Entry Door

18 Finally, in connection with her Petition seeking a downward adjustment of rent due to a
19 failure to maintain the Unit, Petitioner testified that there was a “3-inch gap” in her entry doorway
20 that had existed since December 2022. However, the weight of the evidence does not support that
21 claim. Unlike the many other issues about which Petitioner complained about the Unit, she
22 provided no written evidence (i.e., an e-mail or text, or photographs) to support her claim about
23 any gap in her door. Additionally, the multiple pictures of the door to [REDACTED] from multiple
24 angles which were submitted by Respondent belie the claim that a gap of that large size existed in
25 the doorway. that *See* Exh. LL-18B (pp. 3-13). Respondent’s installation of weather stripping, as
26 testified to by Petitioner, cannot explain the difference between what Petitioner testified to and
27 what is shown in the photographs: weather stripping alone could not have reduced a gap that large
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1 in a doorway to where it was no longer visible, especially when (according to Petitioner), the gap
2 was so large that one could see the deadbolt entering its housing when the door is being locked.
3 Petitioner therefore has not met her burden of proof to establish that there was a failure to
4 maintain the entry door to her Unit.

5 **II. Reduction of Services:**

6 A. Reduction in Accessibility of Ingress/Egress Road and Laundromat:

7 The Petition also seeks a downward rent adjustment on the grounds of a reduction of
8 services, due to: (a) the presence of “wood scraps”/debris on ingress/egress roads at the complex
9 beginning on August 30, 2023¹³; and (b) a two-week period in which the direct path to the
10 complex’s laundry facility was blocked by Respondent’s construction storage. *See* Exhs. T-1, T-
11 2, and T-4. Each of these conditions created a temporary inconvenience, to be sure, but neither of
12 them materially impacted Petitioner’s ability to use her Unit. Petitioner admitted during the
13 Consolidated Hearing that while it was more difficult due to the “wood scraps,” and she had to
14 make three-point turns to avoid the debris, there was never a time that she was unable to enter or
15 exit the complex in her car.

16 Similarly, as it related to the blocked walkway to the laundry room, Petitioner confirmed
17 that she could still get to the laundry merely by walking around the building to enter from a
18 different direction. The trivial impact of this diversion is obvious from Petitioner’s own evidence:
19 “It takes an extra minute to go all the way around due to the blocked paths.” *See* Exh. T-1, p. 6.
20 The housing service being provided by Respondent was access to the complex’s laundry room,
21 not a promise that the shortest available path to it would always be available. Petitioner therefore
22 has not demonstrated that the temporary blockage of a path to the laundry room resulted in a
23 reduction of services to her Unit.

24 B. Parking Issues:

25 Finally, the Petition seeks a downward rent adjustment for the period of September 10,
26 2023 through October 24, 2023 (just over six weeks) due to Petitioner’s inability to comfortably

27 _____
28 ¹³ Petitioner testified at the hearing that the “wood scraps” have now been removed.

1 park in her assigned space once a new neighbor with an equally large automobile was assigned
2 the space next to hers. The reduction sought is for the period of time before Respondent resolved
3 the problem by giving Petitioner a new parking space closer to her apartment.

4 Petitioner’s testimony, and that of her witness Mr. [REDACTED], confirmed the difficulties that
5 existed properly utilizing Petitioner’s assigned parking space. Respondent did not rebut that
6 testimony or make any effort to. Respondent’s own photograph of Spaces 9 and 10, in which
7 Petitioner’s vehicle is shown as straddling the two spaces, visually confirms that that two SUVs
8 of the size of Petitioner’s car would make it extremely difficult for the driver or passengers of
9 either vehicle to enter or exit the vehicle. *See* Exh. LL-16.

10 There is a sharp conflict in the testimony given by Petitioner and Respondent’s witness
11 Mr. Hernandez over the subject of whether Petitioner was ever given permission to temporarily
12 use both Space 9 and 10, or to use another space belonging to him (Space 17) until ultimately a
13 new space was assigned to Respondent. However, ultimately this conflict is not necessary to
14 decide this issue in the Petition. The evidence was undisputed that, for at least the period of
15 December 2022 through September 10, 2023, Petitioner had used both Space 9 and 10 and that
16 Respondent knew about it, even if Mr. Hernandez did not expressly say that he would allow it.
17 Respondent did not cite Petitioner for this or ask her to stop until after a new tenant moved in in
18 September 2023; the only written advisement Respondent to Petitioner (dated October 23, 2023)
19 about parking issues cited “improperly parked” as the reason for the notice—and *not* the use of an
20 unassigned parking space (the checkbox immediately above on the towing notice). *See* Exh. T-12.
21 Ms. Brown wrote formally requesting a new parking space the next day. *See* Exh. T-30 at p. 101.
22 The next day, the parties met at the office and Respondent reassigned a parking space more
23 appropriate for her car.

24 While Petitioner has therefore met her burden to show by a preponderance of the evidence
25 that there was a reduction in parking services available to her for the period set forth in the
26 Petition, given the temporary nature of the problem she has not satisfied the requirement that she
27 show that Respondent did not address the problem in a reasonable period of time after notice. She
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1 therefore is not entitled to a downward rent adjustment for this reason despite the reduction in
2 services.

3 **ORDER**

4 Good cause appearing, it is hereby **ORDERED** as follows:

5 1. It is **FOUND** that Petitioner did not meet her burden of proof to show by a
6 preponderance of evidence that any of the following conditions existing from August 30, 2023
7 through October 6, 2023 resulted from Respondent's failure to maintain the Unit (and its common
8 areas): construction noise, chemical smells, and excessive dust/dirt.

9 2. It is **FOUND** that Petitioner proved by a preponderance of the evidence that,
10 beginning September 1, 2023, a condition relating to insects and biting (even without having
11 proven the specific insect at issue) existed in her Unit to such a degree that it posed an ongoing
12 health and safety risk to her and, in violation of Health and Safety Code section 17920.3 and Civil
13 Code 1941.1.

14 3. It is further **FOUND** Petitioner has proven by a preponderance of the evidence that
15 beginning December 2022, the Unit lacked effective heat throughout the premises, a condition
16 violating Civil Code section 1941.1 and Health and Safety Code 17920.3.

17 4. It is further **FOUND** that, due to the ongoing as-yet unidentified biting bug
18 infestation and a lack of available heating throughout the entirety of her Unit, conditions at the
19 Unit fell below the level of substantial compliance with the requirements of Civil Code section
20 1941.1 or Health and Safety Code section 17930.3, such that there was a breach of the warranty
21 of habitability.

22 5. It is further **FOUND** that Respondent had reasonable notice of each of these
23 conditions at the Unit but failed to correct them despite a reasonable opportunity to do so.

24 6. It is therefore **FOUND** that because of the failure to resolve the biting insect
25 problem at the Unit, Petitioner should receive a downward rent adjustment of \$537.50 (25%)
26 from her base rent of \$2,150.00 beginning on September 1, 2023.

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1 7. It is further **FOUND** that because of the failure to provide sufficient heating
2 facilities throughout the Unit, Petitioner should receive a downward rent adjustment of \$215.00
3 per month (10%) from her base rent of \$2,150.00 beginning on May 1, 2023. The date selected is
4 30 days after the last possible date in March 2023 that the problem with the Unit’s heating was
5 discovered by Petitioner and reported to Respondent.

6 8. It is **FOUND** that Petitioner has not met her burden of proof to show by a
7 preponderance of the evidence an infestation of spiders in the Unit, or the existence of spiders to
8 such a degree that it violated either Civil Code section 1941.1 or Health and Safety Code section
9 17920.3.

10 9. It is **FOUND** that Petitioner did not meet her burden of proof to show that either
11 the temporary presence of “wood scraps” in the roadway or Respondent’s temporary blocking of
12 one route to the laundry room arose from failure to maintain the Unit and the common areas of
13 the apartment complex.

14 10. It is **FOUND** that Petitioner proved by a preponderance of the evidence that she
15 experienced a reduction of services to the Unit relating to parking for the period of September 10,
16 2023 to October 24, 2023, but that she did not prove by a preponderance of the evidence that
17 Respondent failed to timely correct the reduction in services once it was given notice.

18 11. It is therefore **ORDERED** that Petitioner should receive a total of downward rent
19 adjustments as follows: \$215.00 per month beginning in May 2023 (for the heating issue); and a
20 total of \$752.50 for each month beginning on September 1, 2023 (\$215.00 for the heating and
21 \$537.50 for bug infestation issues combined) and continuing until the defective conditions
22 leading to the downward adjustment are fully and permanently corrected or the termination of the
23 tenancy.

24 12. It is further **ORDERED** that Petitioner should receive a refund of rents paid to the
25 landlord through the March 11, 2024 date of the Consolidated Hearing in the total amount of
26 \$5,650.92, representing (a) \$2,228.83 for the period of May 1, 2023 through March 11, 2024 for
27 the heating issue, and (b) \$3,422.08 for the 6 months and 11 days between September 1, 2023 and
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1 March 11, 2024 for the heating and bug infestation issues combined.

2 13. It is further **ORDERED** that, for the period after the Consolidated Hearing where
3 Petitioner has paid her original base rent of \$2,150.00, Respondent shall refund to her an
4 additional \$752.50 per month (\$25.07 per day.)

5 14. It is further **ORDERED** that, if Petitioner remains in residence at the Unit, the
6 lawful base rent for the Unit is hereby adjusted downward going forward to \$1,397.50
7 (\$2,150.00-\$725.50) per month until such time as the defective conditions leading to the
8 downward adjustment (biting insects and lack of heating in the entire Unit) are fully and
9 permanently corrected.

10 15. It is **FOUND** that this Hearing Officer lacks jurisdiction over the contractual
11 question of whether Respondent's (uneffectuated) threat to withhold Petitioner's "lease
12 completion bonus" amounted to an unlawful rent increase within the meaning of the CSFRA; it is
13 further **FOUND** that if such jurisdiction did exist, the question was rendered moot upon
14 Respondent's tender to Petitioner of the bonus amount prior to the date of the Consolidated
15 Hearing.

16 16. It is **ORDERED** that if any dispute arises as to whether any party has failed to
17 comply with this Decision, any party may request a Compliance Hearing pursuant to CSFRA
18 Regulations, Chpt. 5, Section J (1).

19 17. It is further **ORDERED** in the event that this Decision is appealed, the final appeal
20 decision shall include an updated refund schedule as applicable. Additionally, if this Decision is
21 appealed, pending the outcome of the appeal this Decision will not be considered final until the
22 appeal decision is issued.

23 18. It is further **ORDERED** the total amount awarded by this Decision is due and
24 payable to Petitioner immediately and if said amount is not paid within thirty (30) days from the
25 date of this Decision, Petitioner shall be entitled to obtain a money judgment from a court of
26 competent jurisdiction against Respondent, equal to the amount of the unpaid payments plus
27 simple interest on that amount accruing at the statutory rate beginning from the date of this
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1 Decision.

2 19. The legal obligation to make the payments and credits due to Petitioner pursuant to
3 this Decision shall be enforceable as against any successor in interest or assignees of Respondent
4 in the Unit.

5 **IT IS SO ORDERED.**

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7 DATE: September 4, 2024

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Renee Glover Chantler
Hearing Officer

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Hearing Officer Decision re Failure to Maintain Habitable Premises and Reduction in Housing Services or Maintenance

Habitability/Housing Service Reduction Issue	Month/Year Issue Began	Month/Year Issue Resolved	Number of Months Issue Persisted	Monthly Rent	Percentage of Rent Reduction	Total Rent Reduction per Month	Total Rent Reduction Awarded
Construction noise	N/A	N/A	N/A	\$ 2,150.00	0%	\$ -	\$ -
Chemical smells	N/A	N/A	N/A	\$ 2,150.00	0%	\$ -	\$ -
Excessive dust/dirt	N/A	N/A	N/A	\$ 2,150.00	0%	\$ -	\$ -
Insect infestation	9/1/2023	3/1/2024	6.00	\$ 2,150.00	25%	\$ 537.50	\$ 3,225.00
Impaired heater	5/1/2023	3/1/2024	10.00	\$ 2,150.00	10%	\$ 215.00	\$ 2,150.00
Insect infestation	3/1/2024	3/11/2024	11.00	\$ 2,150.00	25%	\$ 17.92	\$ 197.08
Impaired heater	3/1/2024	3/11/2024	11.00	\$ 2,150.00	10%	\$ 7.17	\$ 78.83
Insect infestation (ongoing)	3/12/2024	TBD	TBD	\$ 2,150.00	25%	\$ 537.50	TBD
Impaired heater (ongoing)	3/12/2024	TBD	TBD	\$ 2,150.00	10%	\$ 215.00	TBD
Spider infestation	N/A	N/A	N/A	\$ 2,150.00	0%	\$ -	\$ -
Blocked pathways	N/A	N/A	N/A	\$ 2,150.00	0%	\$ -	\$ -
Parking space	N/A	N/A	N/A	\$ 2,150.00	0%	\$ -	\$ -
Entry door gap	N/A	N/A	N/A	\$ 2,150.00	0%	\$ -	\$ -
Defective outlets	N/A	N/A	N/A	\$ 2,150.00	0%	\$ -	\$ -
TOTAL*							\$ 5,650.92

* The total does not include the potential amounts overpaid after 3/11/2024

Refund Schedule

Month/Year Refund Due	Overpayment Type	Refund Due
Within 30 days of Decision becoming final	Unlawful Rent related to Habitability	\$ 5,650.92
TOTAL		\$ 5,650.92