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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: 258 PAMELA DRIVE [REDACTED]  
MOUNTAIN VIEW, CALIFORNIA**  
  
DARIA QUINTERO & JESSE MORENO  
  
Petitioners,  
  
v.  
  
LAM FAMILY LLC,  
  
Respondent.

NO: C23240005

**DECISION AFTER HEARING**

Hearing Date: February 27, 2024  
Hearing Time: 10:00 A.M.

The above-captioned petition for rent adjustment for failure to maintain/failure to maintain habitable premises filed by Petitioners Daria Quintero and Jesse Moreno, tenants at 258 Pamela Drive Unit # [REDACTED], Mountain View, California (jointly, "Petitioners") came on regularly for hearing on February 27, 2024 at 10:05 AM ("Hearing").

1 In attendance and testifying at the hearing were Petitioners as well as Jor Lam and Xu  
2 Qing (Christy) Liu, representatives of Respondent Lam Family LLC (“Respondent”). Mr. [REDACTED]  
3 [REDACTED]<sup>1</sup> is an independent contractor working with Respondent. Respondent’s counsel of record,  
4 Andrew Van Slyke, Esq. attended the Hearing, as did Ms. JoAnn Pham from the City of  
5 Mountain View Rent Stabilization Division.

6 **QUESTIONS PRESENTED**

7 1. Was there one or more conditions in the Unit, arising through no fault of the  
8 Petitioners, which resulted in the Unit’s falling below the standards for habitability set forth in the  
9 CSFRA and its regulations (including but not limited to those defined by the California Civil  
10 Code and/or the California Health and Safety Code?)

11 2. If so, is a downward adjustment of rent for the Unit authorized by the CSFRA and, if so,  
12 in what amount?

13 **EXHIBIT LIST**

14 Due to issues raised at the Hearing, both parties were ordered to submit additional, post-  
15 hearing, documentary submissions into evidence pursuant to this Hearing Officer’s February 29,  
16 2024 order. (“Post-hearing Order.”) Only some of the requested submissions were timely  
17 received by the Hearing Officer (See below for further discussion).

18 **Petitioner’s Exhibits**

- 19 T-1 Petition B: Failure to Maintain Habitable Premises w/ Workbook [12/04/23]  
20 T-2 Lease Agreement (with Attachment A re: rent credit) [5/25/23]  
21 T-3 Compilation: Move-In Photos (4 Photographs) [5/28/22]  
22 T-4 Compilation: Text Messages [5/2023 – 11/2023]<sup>2</sup>

23 \_\_\_\_\_  
24 <sup>1</sup> Review of the record indicates that a Representative Authorization Form was not  
25 submitted by Respondent for Mr. [REDACTED] before the hearing. Rather than exclude his testimony,  
26 which was crucial to resolution of this Petition, the Hearing Officer elects to consider it as he  
attended the hearing and testified with the verbal consent of Mr. Lam, who is the designated  
officer for Respondent Lam Family LLC.

27 <sup>2</sup> Because multiple submissions of text communications between Petitioners and  
28 Representatives for Respondent with overlapping dates were submitted by Petitioner, they have  
been compiled into a single tenant exhibit for the purposes of this decision.

- 1 T-5 Tenant Video re: Dead Roaches [Runtime: 14 seconds.]  
2 T-6 Compilation (“Recent Photos of Cockroaches”) (3 Photographs) [1/29/24]  
3 T-7 Compilation: Tenant’s Additional Photographs of Conditions (8 Photographs)  
4 [2/5/24]  
5 T-8 Compilation: Tenant’s Additional Photographs of Conditions (93 Photos, 5 Notes)  
6 of Conditions [2/6/24]  
7 T-9 Photograph: “Catchmaster” sticky trap containing dead roaches [2/09/24]  
8 T-10 Letter: Foresight Mental Health re: Daria Quintero [12/21/23]  
9 T-11 Allergy Test Reports [Undated]  
10 T-12 “Tenant’s Rebuttal Statement” including texts (5 pages) and photographs (3)  
11 [3/8/24]  
12 T-13 E-Mail Communications (“Trying to Move Out”) between Daria Quintero and  
13 JoAnn Pham [4/23/24-7/23/24]

14 **Respondent’s Exhibits:**

- 15 LL-1 Request for Extension (Jor Lam) [2/7/24]  
16 LL-2 Petition Response Form and Attachment to Petition Response Form [2/20/24]  
17 LL-3 Compilation: Orkin Service Reports<sup>3 4</sup> [5/22/23, 6/26/23, 7/5/23, 8/2/23, 9/6/23,  
18 10/14/23, 11/1/23, 12/6/23, 12/12/23, 1/3/24, 2/7/24]  
19 A. Unredacted Copy of Documents in Compilation [5/22/23 – 2/7/24]  
20 LL-4 Orkin Service Report [6/7/2023]<sup>5</sup>  
21 LL-5 Invoice – Lewis Cleaners (10 pages) [8/31/22]<sup>6</sup>  
22

23  
24 <sup>3</sup> This exhibit and certain others were attached to Respondent’s/Landlord’s Response to the  
25 Petition and were numbered in the order in which they were referenced in the Response. The  
26 exhibits have been re-numbered by the Hearing Officer for the purposes of this Decision.

27 <sup>4</sup> This compilation was submitted by Respondent as Exhibit A to its Petition response.

28 <sup>5</sup> This document was submitted by Respondent as Exhibit B to its Petition response.

<sup>6</sup> This document was submitted by Respondent as Exhibit C to its Petition response.

- 1 LL-6 Document from EM Enterprises [3/31/23]<sup>7</sup>  
2 LL-7 Document from EM Enterprises [7/31/23]<sup>8</sup>  
3 LL-7 Invoice – Best Maintenance [Partial date, 2023]<sup>9</sup>  
4 LL-6 Transmittal E-Mail from A. Van Slyke, Esq. [3/11/24]  
5 LL-8 Compilation: Post-it Notes (3) (7/26/23, 8/20/23, 11/19/23)  
6 LL-9 Compilation: Orkin Work Orders [1/6/22, 2/2/22, 3/2/22, 4/6/22, 4/20/22,  
7 5/2/22, 6/1/22, 7/28/22, 8/3/22, 9/1/22, 10/5/22, 11/2/22, 12/5/22, 1/4/23, 2/1/23, and 3/1/23]  
8 LL-10 Compilation: Orkin Service Reports [4/5/23, 5/3/23]  
9 LL-11 Representative Authorization form designating Andrew VanSlyke as counsel for  
10 Respondent-Landlord [2/15/24]  
11 LL-12 Representative Authorization form designating Jor Lam as representative for  
12 Respondent [11/17/23]  
13 LL-13 Representative Authorization form designating Christie Liu as representative for  
14 Respondent [2/9/24]

15 In addition to the above-listed exhibits, Respondent also submitted written legal briefing  
16 in response to the Petition on March 8, 2024.

17 Documentary Evidence Not Received

18 In her post-hearing order of March 4, 2024 (“Post-Hearing Order”), Respondent was  
19 ordered to submit into evidence a number of crucial documents which were discussed by the  
20 witnesses at the hearing: (1) the repairs list given by Respondent to witness [REDACTED] and used  
21 by [REDACTED] to determine what work was required in the Unit; (2) each text message referenced  
22 by Mr. Lam during his testimony relating to repairs/work done at the Unit, including those which  
23 he testified confirmed that Petitioners were satisfied with work done by Respondent; and (3) all  
24 the notes which Mr. Lam used to refresh his recollection during the hearing and repeatedly

25 \_\_\_\_\_  
26 <sup>7</sup> This document was submitted by Respondent as Exhibit D to its Petition response.

27 <sup>8</sup> This document was submitted by Respondent as Exhibit E to its Petition response.

28 <sup>9</sup> This document was submitted by Respondent as Exhibit F to its Petition response.

1 referred to as the basis of a significant part of his testimony about the Unit; and (4) all the notes to  
2 which Mr. Lam and Ms. Liu reviewed (and were seen utilizing) during the hearing, and (5) all  
3 text messages and notes relating to the existence of pests at the Pamela Gardens apartment  
4 complex generally. Except for three Post-It notes (*see* LL-8) Respondent produced none of this  
5 evidence. Nor did either Respondent or its counsel make any effort to explain why it did not  
6 comply with these requirements of the Post-Hearing Order, thus rendering that failure unexcused.

7 **Hearing Officer's Exhibits:**

8 HO-1 Notice of Acceptance of Petition and Notice of Prehearing Meeting [1/3/24]

9 HO-2 Follow-up Information Notice and Notice of Prehearing Meeting [1/3/24]

10 HO-3 Notice of Prehearing Meeting and Hearing Date [1/9/24]

11 HO-4 Notice of Hearing Officer Prehearing Order, Order and Notice of Hearing  
12 [1/31/24]

13 HO-5 Notice of Hearing Date and Time [2/5/24]

14 HO-6 Notice of Hearing Officer Second Prehearing Order and Order [2/14/24]

15 HO-7 Notice of Hearing Officer Post-Hearing Order and Order [3/4/24]

16 HO-8 Multifamily Housing Inspection Report [6/29/23]

17 HO-9 Community Portal re: Registration Status [9/21/23]

18 HO-10 Fire and Environmental Inspection Report [3/25/24]

19 HO-11 Fire Safety Inspection Report [4/11/24 (Reinspection 6/11/24)]

20 HO-12 Multifamily Housing Inspection Report [4/11/24]

21 HO-13 Fire Safety Inspection Report [5/23/24]

22 HO-14 Multifamily Housing Report [5/23/24]

23 **SUMMARY OF TESTIMONY**

24 Petitioners and Respondent, through their witnesses, each provided sworn testimony at the  
25 hearing on the Petition.

1 **On Behalf of Petitioner:**

2 A. Testimony of Daria Quintero:

3 According to Ms. Quintero, the Unit has been significantly impacted by a large cockroach  
4 infestation, potential mold conditions, and deteriorated caulking on an ongoing basis that exposed  
5 Petitioners to serious health risks. Ms. Quintero opined that Respondent has consistently  
6 neglected Petitioners' basic needs and rights as tenants since they moved into the Unit

7 Ms. Quintero testified that there is evidence that the cockroach infestation began before  
8 Petitioners moved into the Unit. She highlighted that the move-in photographs submitted in  
9 support of the Petition showed dead roaches and cockroach "poop" in the drawers and cabinets of  
10 the kitchen, more in the bathroom and generally around the entire apartment. Petitioner opined  
11 that Respondent did not walk through before he gave Petitioners the keys to the Unit given the  
12 obvious nature of these conditions.

13 In June 2022, shortly upon move-in, Petitioners verbally asked Respondent to spray for  
14 spiders and cockroaches. Respondent scheduled pest control, but the pest treatment did not fix the  
15 problem. Between June 2022 and the first text Petitioner sent to the landlord in May 2023, Ms.  
16 Quintero estimated that she had communicated verbally with the landlord approximately four (4)  
17 times about problems in the Unit relating to roaches (and other matters.) At some point,  
18 Respondent asked Petitioners to catch roaches for them, and he was saving them. Ms. Quintero  
19 testified that both Respondent and Orkin Pest Control had confirmed with Petitioners the presence  
20 of both German and Oriental cockroaches in the Unit. According to Petitioner, the onsite manager  
21 [Ms. Liu] advised Petitioners to "just kill them" (the roaches) because "that is what she does."  
22 According to Ms. Quintero, Petitioners have kept Respondent apprised of the situation with the  
23 cockroaches.

24 Ms. Quintero has also asked the landlord multiple times about the Unit's neighbors,  
25 particularly in summer of 2023. Mr. Lam repeatedly told her that none of those tenants had  
26 cockroaches. She has seen cockroaches in the apartment complex's laundry room which is  
27 outside of any particular rental unit. Ms. Quintero testified that a neighbor told her he had  
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1 cockroaches as well as 5 other apartments; he also told her that the apartment directly underneath  
2 the Unit was infested with roaches and bedbugs, but the tenant was afraid and moved out rather  
3 than complain.<sup>10</sup> According to Petitioner, Respondent came to the Unit in the summertime of  
4 2023 and when asked by Petitioners whether other tenants had problems with roaches, he told  
5 them that no other tenants had roaches. They have asked Mr. Lam multiple times about whether  
6 other tenants had problems with roaches and Mr. Lam has said “No,” each time. Ms. Quintero  
7 testified that she had requested that neighboring units be sprayed.

8 Petitioner Quintero reported as a result of the severe infestation, she had been having  
9 nightmares of roaches crawling into her ear, impacting her sleep. She testified that once a  
10 cockroach fell out of her hair and that she was afraid in general because she is allergic to  
11 cockroaches. She said that Petitioners have had to throw away dry and cooked food and that they  
12 had to buy standalone cabinets to protect their food. Ms. Quintero said that Mr. Moreno found  
13 two cockroaches crawling on his body. Ms. Quintero testified that her landlord has been told  
14 about all of this.

15 Petitioners’ second concern is mold in their carpet. According to Ms. Quintero, the  
16 problem started with a leak in the Unit after Respondent made an incomplete or incorrect repair to  
17 the faucet in the Unit’s bathtub to address a clog. Respondent left the work incomplete for weeks.  
18 The leak resulted from the faulty repair and originated in the common wall between the bathroom  
19 and Petitioner’s closet, causing water damage to both. Petitioners later found black mold in their  
20 bedroom closet in April 2023. According to Ms. Quintero, Mr. Lam came to the Unit in April  
21 2023, after Petitioner reported the leak; Mr. Lam looked at the carpet and identified it as mold.  
22 Respondent did send a contractor to fix the damaged drywall but left the black mold in the carpet  
23 in the bedroom. Petitioners have asked the Respondent multiple times to clean it; in response Mr.  
24 Lam has said that it would be “too expensive” to just clean part of the Unit’s carpet. As a result  
25 the problem has remained unaddressed, and the carpet has neither been fully cleaned nor

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26 <sup>10</sup> Landlord’s counsel raised a general objection to hearsay as it relates to what Petitioners  
27 were told by other tenants. This objection was overruled as the hearsay rule applicable to court  
28 proceedings (Evid. Code § 1200) does not apply to this administrative hearing process.

1 replaced. (In support of their Petition, Ms. Quintero submitted current photographs of the carpet  
2 showing that the mold problem still exists.) Ms. Quintero testified this causes her health anxiety,  
3 and the persistence of the mold compromises the overall health and safety of the Unit.

4 The problems with damaged caulking in baseboards under the Unit furnace existed at the  
5 time Petitioner moved in. Ms. Quintero testified that Petitioners gave Respondent written notice  
6 of this condition in June 2023 but had asked for the caulking in the kitchen and bathroom to be  
7 repaired for at least three months before the June 2023 text messages. Petitioners told Mr. Lam  
8 that this may be a way that cockroaches were entering the Unit.

9 Ms. Quintero testified that the Unit's problems went unaddressed by Respondent until  
10 after the City of Mountain View inspected the Unit in July 2023. After the inspection by the City,  
11 Petitioner again asked Respondent to close holes in the caulking and the baseboards to eliminate  
12 the places where cockroaches were entering the Unit or hiding within it. The inspection directed  
13 Respondent to seal under the heating furnace that meets the floor, because once the roaches go  
14 under the gap and into the heater there is nothing that can be done by Petitioners to kill them. Ms.  
15 Quintero testified that Respondent still had not fully responded to this issue as of the date of the  
16 Hearing. Respondent was, according to Ms. Quintero, aware that the roaches were consistent  
17 because after initial pest control treatment she brought the issue up again with Respondent, and  
18 Respondent replied that he assumed that the cockroaches slowed down. At that point, Ms.  
19 Quintero responded by telling Mr. Lam that the roach problem at the Unit had never slowed down  
20 and that she would let Respondent know if, and when, it did.

21 According to Ms. Quintero, problems with caulking in the bathroom also existed upon  
22 moving in. Caulking condition is so bad that it makes it very difficult to clean that area around the  
23 kitchen counter. It took about 2 months after the City inspection report was submitted but this was  
24 ultimately fixed. Kitchen caulking problem also existed upon move-in. Reported in March 2023.  
25 However, the caulking is still incomplete in kitchen, allowing water intrusion, making hygiene  
26 more difficult, and permitting the entry of roaches into the kitchen. She notified the landlord, who  
27 put caulking in the Unit bathroom, but the landlord did not address this problem until  
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1 approximately 2 months after the City report. Ms. Quintero testified that only ½ of the Unit’s  
2 bathtub was painted and that the remaining portion had visible rust.

3 The problem with a rusted bathroom mirror as set forth in the Petition existed upon move-  
4 in, according to Ms. Quintero. She testified that Respondent was notified about this problem at  
5 the time of City inspection, but Respondent did not fix the problem until later. According to Ms.  
6 Quintero, the bathroom mirror was replaced in December 2023, but there is exposed drywall and  
7 holes around the mirror that remained as of the date of the Hearing.

8 Ms. Quintero also testified about various water damage problems at the Unit which had  
9 existed since Petitioners moved into the Unit in June 2022. She testified that, as it related to  
10 water damage in the bathroom, Respondent replaced the bottom of the bathroom cabinet and  
11 repainted it in January 2024, resolving the issue. However, the significant water damage in the  
12 kitchen cabinets that also existed upon move in had not yet been repaired as of the date of the  
13 Petition. As a result of the water damage, according to Ms. Quintero there was a very foul smell  
14 in the Unit emanating from the kitchen.

15 In response to a question from the Hearing Officer, after Petitioners moved in Respondent  
16 has visited the Unit regularly throughout the tenancy. In 2022, Respondent was at the Unit once a  
17 month; in 2023 approximately seven (7) times, but only once in 2024 (when his contractor came  
18 to fix the bathroom) as of the date of the Hearing.

19 When examined by the Hearing Officer about a pest control report that reported that the  
20 Unit was not ready on the day of treatment, Ms. Quintero testified that out of the approximately  
21 eight (8) times that pest control visited (including once around the Thanksgiving holiday),  
22 Petitioners once cleaned out the bottom cabinets in the kitchen but did not clean out the top  
23 cabinets. This was due to the holidays and shorter notice of pest control treatment than had been  
24 received previously. By then, the Unit had been sprayed six times, and it was extremely  
25 frustrating to keep emptying the kitchen cabinets.

26 In response to questioning by Respondent’s counsel, Ms. Quintero testified that  
27 Petitioners saw cockroaches every day. The amount had slowed down a little bit in the two  
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1 months before the hearing, but Petitioners still saw them every day during daylight hours,  
2 indicating that far more cockroaches actually are in the Unit because, generally, more roaches  
3 come out at night. The problem areas in the Unit for cockroaches are primarily in the kitchen and  
4 bathroom; they are sporadically in the bedroom as well. According to Ms. Quintero, Petitioners  
5 clean their kitchen every night but “like any regular household” there would be food out during  
6 the day. Their dog food is left out at night; however, it is picked up off the floor and put on the  
7 table at night. According to Ms. Quintero, Petitioners did not have a dog until the end of 2023  
8 after Thanksgiving.

9 Petitioner also testified to additional problems that were not set forth in the Petition,  
10 saying that they were examples of Respondent’s overall neglect and approach to repairs.<sup>11</sup>

11 Jesse Moreno: Mr. Moreno is the co-tenant at the Unit and has lived there since the  
12 beginning of their tenancy. He testified that one night before Thanksgiving 2023 he was lying in  
13 bed and felt crawling on his arm. He crushed the bug, then turned on the lights and discovered a  
14 cockroach. Ever since, his stress and sleep have been impacted, and every time he feels an itch he  
15 is afraid it is because of another roach. Respondent has only sprayed pesticides and according to  
16 Mr. Moreno has made no effort to use any other methods. He is aware of a gel treatment that is  
17 available, but Respondent has not used it. The only time gel has been used was when a  
18 monitoring trap was placed. The trap caught approximately a dozen cockroaches. Mr. Moreno  
19 testified that droppings of roaches can be seen in Petitioners’ photographs clearly if viewed after  
20 zooming in. Mr. Moreno testified that Mr. Lam had Petitioners catching cockroaches in mason  
21 jars for him to see.

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23 <sup>11</sup> According to Ms. Quintero, there was an electrical box that was moved to the  
24 Unit’s bedroom. Although Respondent had promised that holes around the box would be fixed  
25 and the electrical box repainted, this had not happened as of the date of the Hearing. She also  
26 testified that, at one point, the complex’s laundry room flooded with sewage; according to Ms.  
27 Quintero, Respondent left it there for weeks. According to Petitioners, there are also exposed gas  
28 pipes outside the building, caused by a drunk driver that collided with the pipes and broke them.  
PG&E fixed the pipes, but Respondent has failed to fix the metal poles that are supposed to help  
protect the pipes from collisions. Neither of these issues is addressed by this Decision because  
these are problems with the common areas of the complex rather than additional problems with  
the interior of the Unit and no relief was requested for these issues.

1 According to Mr. Moreno, when Petitioners first moved in they were not aware that Orkin  
2 came regularly to the complex for pest control. They did not become aware of Orkin until they  
3 pressured Respondent to address the roaches at the Unit. According to Petitioner, Orkin did not  
4 start coming regularly to their Unit until June 2023. Mr. Moreno expressed that he and Ms.  
5 Quintero were pretty easy to please, but that at this point something had to be done.

6 Mr. Moreno testified that the Unit's carpet, the baseboards, and drywall were all very wet.  
7 He testified that there was a puddle on the carpet and that the drywall was soft to the touch. On  
8 the wall that was replaced by Respondent, there were a number of black spots and a "black box"  
9 on the drywall and on the carpet. Mr. Moreno testified that both the contractor and the landlord  
10 came into the Unit, saw it, and confirmed that it was mold.

11 According to Mr. Moreno, the rust on the bathtub and the bathroom mirror has not  
12 prevented use of either, but only because Petitioners had no choice but to use them. They  
13 originally did not know that rust is a serious health concern until the City told Petitioners during  
14 its inspection. At that point, Petitioners advised Respondent of what they had learned about the  
15 health hazard.

16 Other than its role in contributing to the ongoing cockroach issue, according to Mr.  
17 Moreno the caulking at the baseboards of the Unit was not an issue for any other reasons, but the  
18 damaged caulking in the kitchen is a health and sanitary concern because Ms. Quintero cannot  
19 properly clean the crevices which are now at the counter edges. To avoid the problem, they use  
20 the kitchen counters less than they otherwise would.

21 **II. Testimony of Respondent:**

22 A. Jor Lam:

23 Mr. Lam is a co-owner of the Unit. He testified that that before they moved in, he had  
24 conversations with Petitioners and advised them to contact him if there were problems with pests  
25—a "common statement" he makes to all new tenants. After he receives a complaint about pests,  
26 according to Mr. Lam "what I usually do" is discuss matters with the tenant to determine how bad  
27 the pest problem is. He then, if necessary, calls in pest control.

1 According to Mr. Lam, Orkin Pest Control comes once a month to the apartment complex.  
2 Mr. Lam testified that he always tells tenants about this schedule, as does the resident manager  
3 (Ms. Christie Liu.) Mr. Lam informs Orkin if interior pest control services are required when  
4 tenants notify Respondent. Once he receives notice, he schedules Orkin “as necessary” to go into  
5 a rental unit. According to his records, Orkin Pest Control has come by to service Respondent’s  
6 rental units since 1983; its regularly scheduled day is the first Wednesday of every month. Mr.  
7 Lam testified that he had personally been at the complex since 2008, and Orkin had been  
8 scheduled monthly for service the entire time. According to Mr. Lam, after Orkin treats a unit, he  
9 often asks the tenant if the problem has been resolved since it can take up to a month for the  
10 problem to resolve.

11 Mr. Lam testified that, from the time Petitioners moved in until around May 2023, he was  
12 unaware of any pest problem with the Unit. He later said that the first written complaint he  
13 received from Petitioners about roaches from Petitioners was in May 2023, but he believes that he  
14 learned about the cockroach problem “a couple of days” before he received the written complaint.  
15 According to Mr. Lam he did not become aware that the cockroach problem was as bad as being  
16 reported by Petitioners until “very recently.” Mr. Lam asserted that the Orkin reports and reports  
17 from contractors “spoke for themselves.” Mr. Lam testified that communication with Petitioners  
18 had not been good and, upon questioning by Respondent’s counsel, that if Petitioners had  
19 communicated better he could have been more responsive to their issues.

20 According to Mr. Lam, Petitioners repeatedly refused pest control treatment. Mr. Lam  
21 testified that, from July to September 2023, Petitioners refused Orkin treatment multiple times.  
22 According to Mr. Lam, based on his notes on September 17, 2023 Ms. [Liu] attempted to  
23 schedule Orkin, but Mr. Moreno declined treatment. Mr. Lam also testified that on September 30,  
24 2023 Respondent called Orkin and set up treatment for the Unit on October 14, 2023, a date  
25 chosen by Petitioners. However when Orkin went to the Unit, the service report indicated that  
26 Petitioners were not prepared and did not want the cabinets treated. Mr. Lam testified that  
27 eventually he told Petitioners that if they did not want to clear out their cabinets they could not  
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1 successfully treat the Unit. According to Mr. Lam, he told Petitioners something along the lines  
2 of “If [you] tie our hands behind our back, it is hard for us to deal with the problem.”

3 Mr. Lam testified that, during September 2023, Respondent made multiple attempts to  
4 take care of the cockroach problem, but Petitioners kept “pushing it off.” As an example, Mr.  
5 Lam testified that on September 8, 2023 he sought to have the Unit treated the next day and Ms.  
6 Quintero agreed; however, the next day (according to Mr. Lam’s notes, at 2:00 PM) they went to  
7 the Unit, but no one answered the door. According to Mr. Lam this reoccurred throughout  
8 September 2023. Mr. Lam testified that his notes indicated that on November 6, 2023, Ms. Liu  
9 got a text from Ms. Quintero; Mr. Lam then stopped by to discuss enhanced pest treatment for the  
10 Unit. Ms. Liu subsequently tried to reach Petitioner without success.

11 Mr. Lam testified that Respondent had made several attempts to help Petitioners.  
12 According to Mr. Lam, it “goes on” where Respondents would try to schedule treatment and  
13 Petitioners would change it, repeatedly. Even when Petitioners did not ask for pest treatment, Mr.  
14 Lam testified that whenever he spoke to Petitioners he asked them if they wanted Orkin to come  
15 by the Unit. He felt this was a “nice thing to do” because it was “not [Mr. Lam’s] responsibility to  
16 check on the pest conditions at the Unit.” According to Mr. Lam, however, whenever he asks  
17 whether Petitioners need pest control treatment, they often will not respond. According to his  
18 notes, in January 2024 he texted Petitioner to tell them that Orkin was coming on the upcoming  
19 Wednesday. On the day of service, Ms. Quintero texted “right when” Orkin arrived requesting  
20 treatment. Mr. Lam testified that Petitioners expected him to do things “at the last minute.”

21 According to Mr. Lam, Mr. Moreno told him that previous treatments by Orkin were not  
22 working and asked Respondent to try gel treatment instead. Mr. Moreno also asked for  
23 reimbursement for self-help gel he had purchased, but Mr. Lam told Mr. Moreno he could not  
24 reimburse the cost “when we don’t know what he is doing” or “if it is working.” He also told Mr.  
25 Moreno that Respondent did not “want to be responsible for whatever might happen.” Mr. Lam  
26 testified that Mr. Moreno eventually agreed to resume Orkin pest control treatments in the Unit  
27 but specifically limited the treatment area by saying “no cabinets.” At that point, Orkin applied  
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1 gel treatments. When asked by the Hearing Examiner what changed his mind about allowing gel  
2 treatment at the Unit after previously refusing Mr. Moreno’s earlier requests, Mr. Lam testified  
3 that “there was no reason we would not authorize using gel because Orkin is the professional...I  
4 do not direct Orkin how to treat.”

5 In response to Petitioners’ claim that there is defective caulking and cracks/holes in the  
6 Unit walls, Mr. Lam said that as far as he knew there were none remaining as of the date of the  
7 Hearing. Mr. Lam testified that he had sent the handyperson (Mr. Perez) to the Unit “recently” to  
8 make sure that there were no remaining cracks and holes at the Unit and that Mr. Perez reported  
9 to him that all issues, holes and cracks were taken care of.

10 Mr. Lam testified that Petitioners did not give him notice of any other issues raised by the  
11 petitioner. Mr. Lam said that he “often” tells tenants to text him and send him pictures of  
12 problems and that he had never seen most of the photographs of problems with the Unit which  
13 Petitioners submitted into evidence until the Hearing.

14 As it related to the allegations of mold in the Unit bedroom on its carpet, Mr. Lam opined  
15 that he “doubted” that there was actually mold. In rebuttal to Petitioners’ testimony that Mr. Lam  
16 had, himself, identified mold when he saw it in the Unit, Mr. Lam testified that “[I]f I had  
17 described mold,” it was “probably on the drywall and I would have my contractor go in and  
18 correct the problem.” The drywall in the Unit was replaced on March 31, 2023; Mr. Lam testified  
19 that, afterward, on April 1, 2023 Ms. Quintero reported that there was black mold. Mr. Lam asked  
20 Ms. Liu to check on it and, according to Mr. Lam, Ms. Liu reported back, “basically no.” Mr.  
21 Lam subsequently went to the Unit himself and also did not see any signs of black mold.

22 Mr. Lam confirmed Ms. Quintero’s testimony that she kept reporting that there was mold  
23 in the Unit and repeatedly asked Mr. Lam about it. Mr. Lam testified that he asked Petitioners for  
24 pictures of the mold in June 2023 while he was on vacation, but he never received them. Mr. Lam  
25 admitted that he could not say that the area of carpet affected by the leak was not still wet and  
26 could not say what the condition of the carpet was as of the date of the Hearing. He opined that  
27 the carpet “should be dry” within a day of being cleaned. He “saw no reason for him to believe  
28

1 that mold was going to appear there, or that mold was there,” since according to Mr. Lam “there  
2 was no evidence” of any mold. According to Mr. Lam, Respondent “always” checks to ensure  
3 there is no ongoing moisture when a tenant complains of water damage.

4 Mr. Lam testified that the caulking issues with the Unit “should be” resolved following  
5 Mr. Perez’ visits to the Unit shortly before the Hearing. According to Mr. Lam, Mr. Perez is sent  
6 whenever tenants complain about problems and handles minor problems in the apartments. Mr.  
7 Lam stated that Respondent tries to handle things in a timely fashion, but they are not always told  
8 everything by a tenant. He said that Respondents therefore do not know all the problems because  
9 they schedule interior unit inspections once a year at most.

10 Mr. Lam testified that, prior to Petitioner’s move-in date in 2022, Respondent spent the  
11 entire day tidying the Unit, so he disputed that the Unit was in the problematic move-in condition  
12 reported by Petitioners. In response to Petitioners’ testimony that he and Ms. Liu were in the Unit  
13 approximately 6-7 times in 2022 and 2023, Mr. Lam said that “for the most part” “according to  
14 my notes” he handled various repairs during that time frame, and when asked Petitioners’ said  
15 they were “very happy.” According to Mr. Lam, “we were never aware” and he has no records of  
16 any condition that Petitioners were concerned about until the Petitioner was filed.

17 Mr. Lam initially testified that between June and September 2023 Respondents refused  
18 pest control service. He later changed his testimony to say that “from July and September  
19 [Petitioners] did not receive any Orkin treatments.” Mr. Lam testified, based upon his recall and  
20 review of Orkin’s notes, that Petitioners told him “we don’t need service” between July and the  
21 end of August 2023. He subsequently testified that Petitioners told Ms. Liu that they did not need  
22 service in July 2023. Later, upon looking at his “timeline” during the hearing (which Mr. Lam  
23 testified exists because “has a habit of writing down what happens every day” “at the end of the  
24 day”<sup>12</sup>) he specified that on August 20, 2023, at 4:00 talked to Petitioners about a more  
25 aggressive treatment plan for the roaches, changing his earlier testimony to confirm that

26 \_\_\_\_\_  
27 <sup>12</sup> Respondent did not submit a copy of this “timeline” into the record? despite the post-  
28 hearing order requiring that all documents referred to during the hearing to refresh or support  
testimony be submitted to the Hearing Officer.

1 communications did happen between he and Petitioners about roaches before September.

2 According to Mr. Lam, except for Unit [REDACTED], Respondent had achieved success with other  
3 pest control treatments that Orkin did for other tenants. Mr. Lam testified that, as his general  
4 business practice, when a tenant reports a pest problem he will notify Orkin and arrange  
5 treatment. According to Mr. Lam, what “usually happens” is that a few days or a week after  
6 treatment, he will check with the tenant if generally “everything is good,” the tenant is then  
7 instructed to report further problems.

8 Mr. Lam also testified that, as a general business practice, he will have Orkin go back and  
9 “check on” previously treated units to make sure that things are fixed, so that Orkin has a record  
10 of what is going on. Mr. Lam admitted, however, that he did not do this every month in  
11 connection with pest control treatment at the Unit. Mr. Lam testified that he remembered, a  
12 couple of days after Orkin’s treatments in May 2023 and June 2023, asking Petitioners “how  
13 things were.” He did not ask them in September through November 2023 because, according to  
14 him, Petitioners refused pest services and said they did not need further pest control. In terms of  
15 complaints from other tenants at the apartment complex about roaches, Mr. Lam said that the Unit  
16 was “the main unit of concern” and that, other than one other apartment, he has had no other  
17 complaints from tenants about pests from May 2023 through the date of the hearing.<sup>13</sup>

18 When examined by the Hearing Officer about the contents of the May 22, 2023 report  
19 from Orkin Pest Control and asked to explain why the treatment date was inconsistent with his  
20 prior testimony that Orkin provided its standard treatments on the first Wednesday of every  
21 month, Mr. Lam admitted that he called Orkin specifically to treat Unit [REDACTED] on that date (despite  
22 the report being labeled as for a “standard visit.”)<sup>14</sup> According to Mr. Lam, the redacted areas in

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23 <sup>13</sup> There are a total of 28 units in the Pamela Gardens apartment complex.

24 <sup>14</sup> Respondent originally submitted redacted copies of the service reports on the grounds that  
25 it did not want to disclose the treatment history of other units for privacy reasons. Respondent  
26 was ordered to produce unredacted copies as the question of whether the property as a whole was  
27 infested with cockroaches was central and material to this Petition. As discussed within, those  
28 unredacted documents painted a very different picture about the presence of cockroach  
infestations at the Pamela Gardens complex than Mr. Lam (and Ms. Liu) did in sworn hearing  
testimony.



1 Orkin’s report discussing “previous service” were discussing where “tenants were noncompliant.”  
2 In response to a question by the Hearing Officer, Mr. Lam further testified that none of the issues  
3 discussed in the redacted reports involved cockroaches.<sup>15</sup>

4 When asked why Orkin was treating the exterior and common areas of the complex for  
5 cockroaches on June 26, 2023 if there was no problem with any units at the apartment complex  
6 other than Unit [REDACTED], Mr. Lam testified that he did not recall. As it related to Orkin’s July 5, 2023  
7 visit, and the discovery of earwigs at the foundations of the building indicating moisture  
8 problems, Mr. Lam testified that he did not know what type of conditions caused them. He did  
9 not recall if Orkin ever came out again to treat this condition after July 2023. When asked about  
10 the notes for August 5, 2023, Mr. Lam read that Orkin had treated Unit [REDACTED] for roaches.

11 After reviewing the September 2023 Orkin service report, Mr. Lam admitted that he told  
12 Orkin to suspend pest service (as shown on the report) and that the notes reflected a conversation  
13 with him. When asked what Orkin meant through its service note about a discussion relating to  
14 “commentary for the reduction or ants and American roaches,” Mr. Lam said that he did not  
15 recall it. For the November 1, 2023 visit by Orkin, when asked what Orkin was referring to when  
16 its technician reported that it sprayed the perimeter to “reduce the activity significantly and  
17 prevent unwanted pests from going into the units,” Mr. Lam insisted that it was a reference to  
18 “the standard treatment” even though he admitted this notation did not appear on any other Orkin  
19 reports. He testified that he had no knowledge of any additional pests and did not recall Orkin  
20 doing this work.

21 In response to examination by the Hearing Officer, Mr. Lam admitted that Unit [REDACTED] was  
22 referenced in the January and February 2024 Orkin reports relating to roaches.

23 The Hearing Officer examined Mr. Lam about the invoice from Lewis Cleaners dated  
24 August 2022 for carpet work and asked what was done to try and remedy the odors problem at the  
25

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26 <sup>15</sup> Mr. Lam was advised that, if he contended that Orkin’s previous service notes related to  
27 tenant noncompliance and did not involve cockroaches, he needed to provide the underlying 2018  
28 service reports for the specific units involved.

1 Unit. In response, Mr. Lam testified that he was not aware of there being an “ongoing” problem.  
2 He testified that he asked Petitioners if “everything was OK” and, according to Mr. Lam, they  
3 responded they were “very happy.” Mr. Lam testified that he “went out of their way for them.”  
4 Mr. Lam admitted that he did not ask the tenants whether the odors in the Unit was gone. He also  
5 admitted that the tenants did not ever tell him the odors were gone. The next time he heard about  
6 an odor in Unit [REDACTED] was in Summer 2023 from Ms. Quintero. Mr. Lam volunteered that the most  
7 recent odor complaint that was made was about the cabinets, so he was “a little confused.”

8 Mr. Lam testified that he had a conversation with Petitioners, and they identified mold as  
9 the source of the odor; he believed he had this in a text message.<sup>16</sup> Mr. Lam did recall a  
10 conversation about a smell coming from the cabinets and recalled that the tenants said there was  
11 mold. Mr. Lam had “the contractor” [Henry Lee] to go in July 2023 to check on odors but later  
12 changed his testimony to admit he had not asked the contractor to check for odors, just mold.

13 Mr. Lam testified that he remembered Mr. Lee doing the work on the Unit’s bathtub in  
14 July 2023. In response to questioning from his counsel, Mr. Lam testified that he did talk to Mr.  
15 Lee about the work that was done in July 2023, and “there was no reason for me to believe that  
16 the work was not completed.” Mr. Lam testified that he did not receive any complaints from  
17 Petitioners, so he assumed the work was done correctly. When asked by the Hearing Examiner,  
18 however, why the same work allegedly done by Henry Lee in March 2023 was later reported as  
19 being done by different contractor (the invoice from Best Maintenance dated December 2023)  
20 Mr. Lam testified that this latter invoice was for work done by Mr. Perez. He testified that, after  
21 the Petition was filed, he instructed Mr. Perez to check for if there were “any issues,” and Mr.  
22 Perez reported to him that they could do “a better job” on the bathtub repair to make it “last a  
23 little longer.” Mr. Lam did not, however, ask Mr. Perez to redo the work on the tub. Mr. Lam  
24 admitted, however, that he did give Mr. Perez a list of work to be done at the Unit and the Unit’s  
25

26 \_\_\_\_\_  
27 <sup>16</sup> As he did several times throughout the hearing, Mr. Lam later changed his testimony to  
28 say instead that Petitioners did not tell him about a “specific thing” relating to mold, and that Mr.  
Lam was not actually sure if there was anything in writing.

1 tub is on the list of anticipated work.<sup>17</sup>

2 As it related to the City of Mountain View Inspection Report for the Unit, Mr. Lam  
3 testified that he did not see it until July 26, 2023 after he asked Ms. Liu to obtain a copy. Mr. Lam  
4 admitted, however, that the City's report had come in the mail directly to his personal address  
5 instead of the property owners' P.O. Box. Mr. Lam testified that the work done at the Unit on  
6 July 15, 2023 by EM Enterprises was done before he knew of the City's inspection report. When  
7 asked by the Hearing Officer to clarify how he knew what work needed to be done at the Unit on  
8 July 15, 2023 if he had not yet seen the City's inspection report, Mr. Lam testified that he thought  
9 he knew of repairs to be done "in a note from the tenant" but said he did not have a copy of that  
10 note available for him at the hearing.<sup>18</sup> Mr. Lam admitted that "much later" after July 13, 2023,  
11 the City of Mountain View contacted him, said that there was "an outstanding thing" and asked  
12 him for an update. According to Mr. Lam, the City's message went to his junk e-mail, so he did  
13 not become aware of it until December 2023.

14 In response to cross-examination from Petitioners, Mr. Lam testified that he determined  
15 that the drywall in the Unit needed to be replaced merely by looking at it after the Petitioners  
16 reported that there was mold, so he had the contractor take a look at it to try and determine the  
17 cause. Mr. Lam admitted that he did not specify where the contractor should look for water or  
18 mold damage in the Unit. The contractor did not come back and tell him that there was a puddle  
19 or that there was leaking through the wall. Mr. Lam testified that his contractor was to go in,  
20 evaluate the situation, and notify Mr. Lam what was to be done.

21 As it related to the mold problem at the Unit, Mr. Lam testified at various times at the  
22 Hearing as follows: "[Petitioners] had notified us and informed us that there was black mold on  
23 the carpet. If it were black mold, it would most likely mean there was water on the carpet. I'm  
24 sorry, I don't know what kind of answer you are looking at from me. All I can say is that if you

25 \_\_\_\_\_  
26 <sup>17</sup> This crucial document (the list of repairs given to Mr. Perez) was not, despite a post-  
27 hearing order and an oral directive made during the hearing, ever submitted into evidence by  
Respondent.

28 <sup>18</sup> This document was also not produced by Respondent, again without explanation.

1 claimed there was mold we would check if there was mold and there was no sign of black mold.”  
2 After the bathtub drain was repaired on March 31, 2023, “all the mold we determined was there  
3 was removed for your safety.” Mr. Lam also testified “Whenever there is a mold...not  
4 mold...water, problem...If there was mold on the wall, we would go and try and determine what  
5 was causing it...[W]hen he opened [the wall] up, he found the drain was leaking.”

6 Testimony of [REDACTED] Mr. [REDACTED] is a handyperson for the Pamela Gardens apartment  
7 complex. His first visit to the Unit was in December 2023, after Christmas; he went back to the  
8 Unit the second week in January. When asked to describe conditions and work relating to existing  
9 holes on his last visit to the Unit, Mr. [REDACTED] said that he used a checklist he had received from Jor  
10 [Lam] and Christy [Liu] to determine work to be done at the Unit “based upon what Petitioners’  
11 wanted.” Mr. [REDACTED] fixed the Unit’s bathtub by sanding, scraping and removing and replacing the  
12 caulking. Mr. [REDACTED] confirmed that the “Best Maintenance” work invoice (*see* Exh. LL-7)  
13 accurately represented the work and his father he did at the Unit in December 2023. Mr. [REDACTED]  
14 also testified that, contrary to Mr. Lam’s testimony, the only work he did on the Unit bathtub  
15 during that visit was on the list of tasks he received from Mr. Lam beforehand.

16 According to Mr. [REDACTED] “due to water damage underneath the sink” he put new plywood  
17 in at that location. He also sealed a hole by the heater because “I guess that was by the City.” In  
18 the kitchen under the sink, he did not observe roaches or mold, but “they were already covered.”  
19 According to Mr. [REDACTED], they also opened the cabinet doors facing the sink to see if there was any  
20 mold but did not see anything. His work was only in the kitchen, bathroom and next to the heater.  
21 They looked at the ceiling in the kitchen and ceilings but also saw no mold. He did not inspect the  
22 carpet for mold because they never did work in the bedroom.

23 Mr. [REDACTED] testified that when he visited the Unit, he saw dog food and water out, but did  
24 not see any roaches. He also testified that he also replaced the Unit’s bathroom cabinet due to  
25 concerns about rust that had been raised by the City.

26 Testimony of Christy Liu: Ms. Liu is the resident manager of the Property and lives there  
27 on a full-time basis. Ms. Liu testified that between June 2022 and the date of the Petition, she did  
28

1 not recall receiving any complaints from any current or past tenant about cockroaches other than  
2 Unit [REDACTED]. She also denied knowing about any cockroaches in Unit [REDACTED] (as shown on the August  
3 2023 Orkin Pest Control report.) Ms. Liu checked written notes at the hearing and testified that  
4 she did not see anything in her notes relating to cockroach reports. Ms. Liu testified that she never  
5 saw cockroaches in the Unit or any other unit at the complex between June 2022 and the date of  
6 the Petition.

7 Ms. Liu testified about her August 20, 2023 visit to the Unit, which she did at the request  
8 of Mr. Lam. She said that she talked with Petitioner about pesticides, mainly about producing a  
9 list of treatments to get the cockroach problem resolved and being “aggressive” about treatment.  
10 The discussion contemplated that treatment would begin in September 2023. When asked by the  
11 Hearing Officer why treatment was not scheduled to begin immediately, Ms. Liu (after reviewing  
12 her notes<sup>19</sup>) testified that she could locate no enumerated reason that the treatment plan could not  
13 start earlier than September.

#### 14 ANALYSIS

15 Petitioner seeks a downward adjustment of rent pursuant to the CSFRA on the grounds  
16 that Respondent has failed to maintain the Unit as required.

17 The CSFRA permits a tenant to file a petition seeking a downward adjustment of rent if  
18 his or her landlord has failed “to maintain a Rental Unit in compliance with governing health and  
19 safety and building codes, including but not limited to Civil Code Sections 1941.1 et seq. and  
20 Health and Safety Code Sections 17920.3 and 17920.10...” See CSFRA §1710 subd. (b)(1). A  
21 failure to maintain these conditions is deemed a rent increase for the purposes of the CSFRA. *Id.*  
22 To prevail on such a petition, a tenant must show that the landlord had received reasonable notice  
23 of the conditions rendering the rental noncompliant with the requirements for habitability. See  
24 CSFRA §1710 subd. (b)(2).

#### 25 A. Moisture and Mold Conditions

26  
27 <sup>19</sup> The notes which Ms. Liu referred to at the hearing were also not produced post-hearing, as  
28 was ordered.

1           Petitioners have also satisfied their burden of proof to establish that moisture and mold  
2 conditions, created by an initially undiscovered, hidden, leak following Respondents’ effort to  
3 make a repair in the adjoining bathroom, existed in the Unit’s bedroom and closet and extended  
4 into the bedroom carpet itself. The evidence submitted by Petitioners demonstrated that a  
5 habitable room—their bedroom—had dampness “to an extent that endangers the life, limb, health,  
6 property, safety, or welfare of the public or the occupants thereof.” Civil Code §1941.1 subd.  
7 (a)(1); Health and Safety Code §17920.3 subd. (a)(11).

8           As it relates to the bedroom carpet which was impacted by mold, Petitioners also  
9 established by a preponderance of the evidence that the Unit lacked, in the living room, “flooring  
10 in good repair.” This too violates the dictates of law. Civil Code §1941.1(a)(8); Health and Safety  
11 Code 17920.3 subd. (b)(2) and subd. (g). The photographs of the carpet, submitted by Petitioners  
12 show ongoing discoloration and spotting despite Respondent’s evidence that the carpet was  
13 cleaned by Lewis Cleaners in August 2022, shortly after Petitioners’ moved in.<sup>20</sup>

14           In response to Petitioner’s testimony that Respondent admitted, upon observation, that  
15 mold was in the bedroom’s carpet, Mr. Lam denied making that statement. It is not necessary to  
16 make a credibility finding to resolve that dispute in evidence, however, because Petitioners made  
17 multiple complaints about mold and yet Respondent did nothing (such as testing) to rule out mold  
18 in the Unit’s bedroom or elsewhere in the Unit. This Hearing Examiner finds, in particular,  
19 commentary contained on the March 31, 2023 invoice from “EM Enterprises”/Henry Lee (Exh.  
20 LL-7) as not credible. Petitioners did not report the possible mold condition at the Unit until April  
21 2023, and at no time did Respondent dispute that timeline before or during the hearing. Mr. Lam  
22 testified that it was he who told his contractors what to look for when he sent them to the Unit. He  
23 could not have possibly told Mr. Lee to look for mold before he (Mr. Lam) himself knew of it.

24           In light of this document, which is false at best and manufactured post-hoc at worst, the  
25 testimony of Mr. Perez and Mr. Lam about repairs required particular scrutiny. The weight of that  
26

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27 <sup>20</sup> The invoice for the carpet cleaning Unit’s carpet cleaning noted “All areas, permanent  
28 stains, damages...no guarantees for complete odor removal. See Exh. LL-5.

1 testimony justifies a finding that Mr. Lam did not direct his contractors or his handyperson to  
2 check for moisture or mold in the Unit’s bedroom despite knowing about the problems from  
3 Petitioners. Mr. [REDACTED] whose testimony this Hearing Examiner finds was credible, testified that  
4 he was not asked to look for mold (or related moisture) in the bedroom by Mr. Lam or Ms. Liu;  
5 he testified that he was given a list of tasks by Mr. Lam and that is the specific work he  
6 performed. Mr. Lam’s inconsistent and, at times, self-contradictory testimony about what he  
7 asked his handyperson and contractors to do, including his ultimate admission (after several  
8 attempts) that he did not direct his contractor where to look for moisture or mold further supports  
9 that conclusion. In totality, Mr. Lam’s testimony supports a finding that Respondent knew of  
10 moisture and mold conditions at the Unit, Mr. Lam’s denials of specific knowledge (which the  
11 Hearing Officer finds lacks credibility) notwithstanding.

12           Given the multiple notices Respondent was given of a moisture and later mold problem,  
13 even when one sets aside the dispute about whether Mr. Lam admitted to Petitioners that mold  
14 existed in the bedroom, there is no question that Mr. Lam was aware of a moisture and mold  
15 problem at the Unit. Disregarding Respondent’s “invoice” from EM Enterprises showing work  
16 done on March 31, 2023, and giving significant weight to Mr. [REDACTED]’ straightforward testimony  
17 about what he was told by Mr. Lam, the weight of the evidence justifies a finding that  
18 Respondents did nothing meaningful to address the issues of moisture and mold in the Unit after  
19 receiving reports from Petitioners about both problems until the City of Mountain View inspected  
20 and, even then, Respondent did not appear to do anything meaningful until December 2023 (after  
21 the Petition was filed.)

22           Respondent therefore has not rebutted Petitioners’ testimony and evidence that (1) mold  
23 and moisture conditions exist at the Unit beginning in April 2023 and continuing through the date  
24 of the Hearing; and (2) Respondent was given notice and a reasonable opportunity to remedy the  
25 problems and failed to do so in a reasonable period of time (especially given the known risk of  
26 mold spores and mildew to human health.) It is inarguable that Respondent had ample time  
27 between when the moisture and mold problems were first reported, and the petition was filed to  
28

1 address them.<sup>21</sup> It did not. Petitioners are therefore entitled to a reduction in rent to compensate  
2 for ongoing moisture and mold conditions.

3 Petitioners requested a rent reduction of \$200.00 per month (9.3%) to account for the  
4 mold and mildew conditions at the Unit. While this Hearing Officer believes that, in light of  
5 Respondent’s failure to undertake anything other than *de minimis* carpet drying efforts for well  
6 over a year after mold and mildew was reported, the fact that the mold and mildew were limited  
7 in scope to a single closet and a part of the Unit’s bedroom must be considered as well. On  
8 balance, a rent reduction of 7.5% per month accurately reflects the severity of the condition  
9 reported while also acknowledging that (a) it did not affect Petitioners’ use of most of the rooms  
10 in the Unit; yet (b) it did affect the bedroom, a room in daily use and in which Petitioners needed  
11 to sleep every single night, creating an increased health risk for them.

12 B. Cockroach Infestation

13 Despite overwhelming evidence in the record of a long-standing cockroach infestation  
14 throughout the Pamela Gardens apartment complex, Respondent through its witnesses’ testimony,  
15 primarily that of Mr. Lam, insisted that (a) it did not know until “recently” the severity of the  
16 Unit’s infestation with German and Oriental cockroaches<sup>22</sup> – the latter tied directly to the  
17 presence of leaks including in deteriorated pipes, leaks that Mr. Lam denied existed; (b) it had  
18 redacted pre-hearing from the Orkin service reports it submitted as evidence only that information  
19 related to historically “non-compliant” tenants; and (c) other than Petitioners, only one other unit  
20 at the Pamela Gardens complex had complained to Respondent about a cockroach problem.

21 This Hearing Officer has reluctantly concluded that Mr. Lam’s testimony about the issue  
22 of cockroaches (and mold; see below), lacks credibility and is therefore entitled to limited weight.

23  
24 \_\_\_\_\_  
25 <sup>21</sup> Because it received written notice, Respondent should have inspected and, if necessary,  
26 remediated the mold condition in the bedroom and its closet within 30 days of receiving written  
27 notice from Petitioners of a possible mold condition. *See* Civil Code §1941.7. It did neither.  
28 Indeed, there is no testimony indicating that any serious effort was made at all prior to December,  
2023 (more than 30 days after Petitioner’s notice of a possible mold condition).

<sup>22</sup> *See* <https://www.orkin.com/pests/cockroaches/oriental-cockroaches>



1 This is for several reasons. First, the evidence submitted by Petitioners indicate a significant  
2 cockroach infestation. Second, the pest control reports from Orkin confirm a significant  
3 cockroach infestation. Third, to the extent that Respondent had any evidence to support its  
4 contrary claims, or to support Respondents' affirmative defense of tenant interference,  
5 Respondent did not submit it for consideration. This was due, in part, to Respondent's own  
6 failure.

7 Constantly throughout the Hearing, Mr. Lam repeatedly testified about what his "notes  
8 indicated" about particular facts relating to cockroach problems at the Unit, including about  
9 crucial subjects such as: when Respondent was notified about problems; when treatment work at  
10 the Unit was done; and, in particular, what Mr. Lam testified was Petitioner's repeated cancelling  
11 of scheduled pest control appointments and non-cooperativeness with efforts to address the  
12 cockroach problem. Given the degree to which Mr. Lam claimed he was relying on notes for his  
13 testimony, this Hearing Officer's post-hearing order was clear that Respondent was required to  
14 produce *all* the notes used, or referred to, by Mr. Lam during the Hearing. Yet, except for three  
15 Post-it-Notes each containing a single incomplete sentence, Respondent came forward with none  
16 of them. Given that, Mr. Lam's "notes" do not support his defense that it was Petitioners, not  
17 Respondent's conduct that prevented the cockroach problems at the Unit from being addressed.

18 Ms. Liu, the Resident Manager, also testified that she had never received any complaints  
19 about cockroaches in the complex. Yet neither the denial of reports by Ms. Liu ()is consistent  
20 with the evidence that Orkin became aware years before the Petition was ever filed. Her  
21 testimony was wholly inconsistent with the undisputable conclusion based upon the documentary  
22 evidence that almost 50% of the units in the Pamela Gardens complex (13 of the 28 units at the  
23 Pamela Gardens Apartments<sup>23</sup>) required interior treatment for roaches because infestations over  
24 the course of 2 years. *See* LL-3, 9 & 10. It is impossible for Orkin to have known it needed to treat  
25 the *interior* of the specific units at the Pamela Gardens complex that were shown on the Orkin

26 \_\_\_\_\_  
27 <sup>23</sup> In addition to the Unit (Unit [REDACTED] between January 2022 and February 7, 2024 all of the  
28 following units at the complex had been treated by Orkin for cockroach infestations ranging from  
what Orkin described as light to large: Units [REDACTED], and [REDACTED]

1 reports if Ms. Liu had not been told over time, as complex's the resident manager, about  
2 cockroaches in least some subset of those apartments. Indeed, certain units whose numbers  
3 suggest they are nearby the Unit had been subject to what Orkin referred to as a "roach cleanout"  
4 shortly before Petitioners moved into the Unit. *See* LL-9. This Hearing Officer therefore also  
5 concludes that Ms. Liu's testimony is also not credible on the question of cockroach infestation  
6 both at the Unit and at the Pamela Gardens complex as a whole.

7 For the purposes of this Petition, the overwhelming weight of evidence in this case  
8 therefore established that a severe cockroach infestation existed at the Unit to such a degree that  
9 Petitioners experienced them crawling on their bodies. That level of infestation plainly violates  
10 the warranty of habitability. Given the length of time it existed, and the degree to which it existed,  
11 the cockroach infestation justifies a substantial reduction in rent for the time that Petitioners  
12 occupied the Unit. In the Petition, Petitioners sought a reduction of \$1,500 per month (a rent  
13 reduction of 68.8%. *See* Exh. T-1; Workbook). Although there is no question that the cockroach  
14 infestation in the Unit had a large enough impact on Petitioners' ability to fully enjoy the Unit to  
15 support a large rent reduction for failure to maintain the unit in a habitable condition. In  
16 particular, the cockroach condition dramatically impacted Petitioners' ability to use the Unit's  
17 kitchen, a major room in the house that is intended to be under daily use. Infestation, albeit to a  
18 lesser degree, also impacted the living room and bedroom of the Unit. That Respondent has had  
19 years of notice, beginning almost immediately after Petitioners began occupying the Unit, and yet  
20 the condition remained unresolved for almost two years before the Hearing for no justifiable  
21 reason, is also a factor in the amount of reduction that should be awarded. In light of all of the  
22 above, this Hearing Examiner finds that a 33% rent reduction, for the entire period of time that  
23 Petitioners resided at the Unit (from June 1, 2022 through May 16, 2024) is justified on the facts  
24 of this Petition.

25 C. Odors at the Unit Due to Deteriorated Cabinetry

26 Petitioners also proved, by a preponderance of the evidence, that noxious odors existed  
27 throughout the Unit emanating from the kitchen and bathroom cabinetry (apparently due to  
28

1 deterioration in both from ongoing moisture problems.) Indeed, in addition to Mr. Lam’s  
2 testimony, Respondents’ own third-party evidence (from Lewis Cleaners) from August 2022  
3 confirms that noticeable odors existed at the Unit two months after Petitioners’ moved in. *See* LL-  
4 5. Respondent did not submit any evidence that it had undertaken any specific work in response  
5 to the complaints about odors, although it did submit evidence that Mr. Perez had made certain  
6 repairs to the bathroom-damaged and some of the water-damaged kitchen cabinets more  
7 generally. Mr. Lam’s testimony was that he assumed that the odor problems with the Unit were  
8 fixed after he did not hear from Petitioners that it was not.

9         While odiferous conditions in a rental unit are not included on the list of “*per se*”  
10 habitability violations at Civil Code section 1941.1, they nonetheless constitute a nuisance. Civil  
11 Code section 3479 defines a nuisance as anything that “[I]s injurious to health . . . or is indecent  
12 or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the  
13 comfortable enjoyment of life or property.” The existence of a nuisance including, importantly, a  
14 landlord’s failure to correct it after notice, can support a tenant’s affirmative suit for damages  
15 against his or her landlord for both breach of the rental contract and/or a tort lawsuit for nuisance  
16 damages. Civil Code §731; *Stoiber v. Honeychuck*, (1980) 101 Cal.App.3d. 903, 920. While,  
17 standing alone, noxious odors therefore cannot be deemed a breach of the warranty of habitability  
18 as set forth in Civil Code section 1941.1 and thus cannot support a reduction of rent under  
19 CSFRA section 1710 subd. (b) by themselves, that is not the end of the inquiry for the purposes  
20 of the CSFRA. This is because where malodorous conditions arise from or are connected with a  
21 landlord’s failure to maintain a rental unit, the CSFRA *does* justify a reduction for the  
22 malodorous conditions created by that failure to maintain, under CSFRA §1710 subd. (c).

23         Such is the case here. The odors at issue in the Petition arise from Respondent’s failure to  
24 correct water damage to cabinetry in the bathroom and kitchen of the Unit (exacerbated by  
25 Respondent’s failure to respond to moisture and mold in the bedroom carpet as well.) The impact  
26 on use of the rental unit because of this consequential defect arising from Respondent’s failure to  
27 correct both conditions may addressed within the context of the rent adjustments to which  
28

1 Petitioners are otherwise entitled because of Respondent's failure to timely and completely  
2 address problems at the Unit with the Unit's cabinetry following notice.

3 Petitioner requested a cumulative rent reduction of \$400 per month for problems with the  
4 Unit's bathroom and kitchen cabinetry, a proposed reduction of 18.6%. *See* T-1, Worksheet 2.  
5 While the deteriorated cabinetry at the Unit indeed reflects Respondent's failure to maintain the  
6 Unit and had an impact on Petitioners' ability to store their belongings, the amount of rent  
7 reduction sought does not in the Hearing Officer's judgment accurately reflect the scope of the  
8 loss of use which Petitioners may have experienced because of the cabinets (and their odors).  
9 This Hearing Officer believes that a smaller 5% reduction more accurately reflects the actual  
10 impact on use and enjoyment of the Unit, which would be reasonably expected from the  
11 deteriorated kitchen and bathroom cabinetry.

12 D. Caulking Problems

13 Petitioners established by a preponderance of the evidence that there were problems with  
14 caulking in the Unit in various rooms upon their June 1, 2022 move-in. The length of time for  
15 which these problems existed in various rooms, however, differed.

16 According to Petitioners' workbook and their Hearing testimony, Respondent repaired the  
17 caulking defects in the Unit's bathroom by July 15, 2023, two weeks after the landlord received  
18 notice on July 1, 2023 (*see* Exh. T-1); Respondent did not dispute this testimony. Given the  
19 nature of the defect, while Petitioners established by a preponderance of the evidence that there  
20 was a caulking defect in the bathroom they did not establish that Respondent failed to repair the  
21 caulking defect in the bathroom following notice and a reasonable opportunity to cure.

22 The conclusion is different, however, about caulking problems in other rooms at the Unit.  
23 For example, Respondent did not dispute Petitioners' testimony that there were caulking defects  
24 on the kitchen counters that had not been repaired, or that Respondent had been notified of this  
25 fact in May 2023. Similarly, as it relates to sealing and caulking under the Unit's heater to  
26 eliminate entry points for cockroaches, the evidence confirms that the City of Mountain View  
27 ordered Respondent to undertake this work following a June 2023 inspection of the Unit. *See*  
28

1 Exh. HO-8. Respondent admitted that he knew of the City’s inspection report no later than July  
2 26, 2023. The City’s reports came to Mr. Lam at his personal address and were not directed to the  
3 P.O. Box normally used by Respondent for business. Mr. Lam admitted that the City’s follow up  
4 voicemail went directly to him as well.

5 Respondent’s evidence supporting its contention that caulking problems were fully  
6 resolved as of the date of the Hearing was inconclusive. Specifically, Mr. Lam testified that the  
7 problem “should be” fixed but never testified that it was *definitely* fixed. Mr. [REDACTED]’ testimony, in  
8 contrast, was that he repaired only those things that were listed on a work order type of document  
9 provided to him by Mr. Lam.<sup>24</sup> Respondent’s other testimony and evidence confirms that no  
10 meaningful effort was made to address caulking problems at the Unit (other than in the bathroom)  
11 until Mr. Perez’ visited the Unit in December 2023, after the Petition was filed and after the City  
12 had followed up with Respondent for a status report. Respondent also failed to come forward with  
13 evidence rebutting Petitioners’ testimony (and photographs submitted in rebuttal by Petitioner’s  
14 after the Hearing) that despite that visit, problems with caulking and sealing gaps underneath the  
15 heater and on the kitchen counters still remained at the Unit as of the date of the Hearing.

16 On this record, the delays in addressing the caulking problems at the Unit were not  
17 justified or excusable. Petitioners are therefore entitled to a reduction in rent for this reason as  
18 well. Petitioners sought a cumulative rent reduction of \$30.00 per month (1.42%) for caulking  
19 problems at the Unit. Given the relationship between the deteriorated kitchen and heater caulking  
20 and the ongoing cockroach infestation, in the Hearing Officer’s estimation caulking problems had  
21 a greater impact on Petitioners’ use of the Unit than their requested amount would suggest. The  
22 Hearing Officer therefore believes that a rent reduction of two percent (2%) more accurately  
23 reflects the impact of this particular problem on Petitioners’ use and enjoyment of the Unit.

## 24 ORDER

25 Accordingly, with good cause appearing, it is hereby **ORDERED** as follows:

26 \_\_\_\_\_  
27 <sup>24</sup> Respondent was ordered post-hearing to submit that list into evidence but again chose not  
28 to do so. *See* Exh. HO-7, at 1:18-21.

1           1.       It is **FOUND** that Petitioners met their burden of proof to establish, through a  
2 preponderance of the evidence, the existence of water damage and possible mold in, and noxious  
3 odors emanating from, the kitchen cabinets of the Unit, violating Civil Code section 1941.1 and  
4 Health and Safety Code 17930.3.

5           2.       It is further **FOUND** that Respondent had notice of problems with the kitchen  
6 cabinets no later than June 1, 2022, but failed to eliminate these conditions within a reasonable  
7 time following notice.

8           3.       It is therefore **FOUND** that Petitioners were entitled to a downward rent  
9 adjustment of five percent (5%) from their base rent of \$2,100 beginning on June 1, 2022 (*see*  
10 Exh. T-1, Workbook) due to the existence of water damage (and possible mold) in, and noxious  
11 odors emanating from, the kitchen cabinets. That reduction is \$105.00 per month from Petitioner's  
12 base rent of \$2,100.00 paid from June 1, 2022 through May 31, 2023; and \$107.50 per month for  
13 the period of June 1, 2023 through May 16, 2024.

14           4.       It is **FOUND** that Petitioners have met their burden of proof to establish, through a  
15 preponderance of the evidence, that a condition (severe cockroach infestation) violating Civil  
16 Code section 1941.1 and Health and Safety Code section 17930.3 existed at the Unit from the  
17 commencement of their tenancy in June 2022 through the date of the hearing (February 29, 2024.)

18           5.       It is further **FOUND** that the cockroach infestation at the Unit was at a level of  
19 severity that the condition of the Unit was noncompliant with the requirements of Civil Code  
20 section 1941.1 or Health and Safety Code section 17930.3 to such a degree that there was a breach  
21 of the warranty of habitability.

22           6.       It is further **FOUND** that Respondent had notice of the cockroach condition no  
23 later than August 1, 2022, but failed to eliminate the infestation within a reasonable time following  
24 notice.

25           7.       It is therefore **FOUND** that Petitioners were entitled to a downward rent  
26 adjustment of thirty-three percent (33%) from their base rent of \$2,100 beginning on June 1, 2022  
27 (*see* Exh. T-1, Workbook) due to cockroach infestation at the Unit. That reduction is \$693.00 per  
28

1 month from Petitioner's base rent of \$2,100.00 from June 1, 2022 through May 31, 2023; and  
2 \$709.50 per month for the period of June 1, 2023<sup>25</sup> through May 16, 2024, the date Petitioners  
3 vacated the Unit.

4 8. It is further **FOUND** that Petitioners met their burden of proof to establish,  
5 through a preponderance of the evidence, the existence of other conditions, dampness and mold in  
6 the bedroom of the Unit, violating Civil Code section 1941.1 and Health and Safety Code 17930.3  
7 beginning on January 30, 2023.

8 9. It is further **FOUND** that Respondent had notice of moisture and mold conditions  
9 in the bedroom closet and carpet no later than April 1, 2023, but failed to eliminate these  
10 conditions within a reasonable time following notice.

11 10. It is therefore **FOUND** that Petitioners were entitled to a downward rent  
12 adjustment of seven-and-a-half percent (7.5%) from their base rent of \$2,100 beginning on April  
13 1, 2023 due to dampness and mold conditions in their bedroom closet and carpet in violation of  
14 Health and Safety Code 17930.3. That reduction is \$157.50 per month from Petitioner's base rent  
15 of \$2,100.00 paid from April 1, 2023 through May 31, 2023; and \$161.25 per month for the period  
16 of June 1, 2023 through May 16, 2024.

17 11. It is further **FOUND** that Petitioners met their burden of proof to establish,  
18 through a preponderance of the evidence, the existence of water damage, rust, and noxious odors  
19 emanating from, the bathroom of the Unit (as well as rust in the Unit's bathtub), violating Civil  
20 Code section 1941.1 and Health and Safety Code 17930.3.

21 12. It is further **FOUND** that Respondent had notice of these problems with the  
22 bathroom beginning in June 2022 but failed to eliminate these conditions within a reasonable time  
23 following notice.

24 \_\_\_\_\_  
25 <sup>25</sup> According to Petitioners' workbook, their rent was increased on June 1, 2023 from \$2,100  
26 to \$2,150.00 per month. *See* Exh. T-1. Had Petitioners' requested that the 2023 rent increase be  
27 reversed due to a failure of the landlord to be in substantial compliance with the CSFRA's  
28 requirement that an annual general adjustment may be taken only if conditions at the Unit are in  
compliance with state law, *see* CSFRA section 1707 subd. (f), that request would have been  
granted.

1           13.     It is therefore **FOUND** that Petitioners were entitled to a downward rent  
2 adjustment of five percent (5%) from their base rent of \$2,100 beginning on June 1, 2022 (*see*  
3 Exh. T-1, Workbook) due to the existence of water damage, rust and/or noxious odors in and  
4 emanating from, the Unit’s bathroom cabinet and bathtub. That reduction is \$105.00 per month  
5 from Petitioner’s base rent of \$2,100.00 paid from May 1, 2023 through May 31, 2023; and  
6 \$107.50 per month for the period of June 1, 2023 through May 16, 2024.

7           14.     It is further **FOUND** that Petitioners met their burden of proof to establish,  
8 through a preponderance of the evidence, that deteriorated caulking existed in the Unit in its  
9 kitchen, bathroom, or both to an extent that it created unsanitary conditions in both rooms,  
10 contributed to the ongoing presence of cockroaches at the Unit and otherwise interfered with  
11 Petitioner’s full use and enjoyment of the Unit beginning in June 2022.

12           15.     It is further **FOUND** that Respondent had notice of caulking problems in the Unit  
13 no later than May 1, 2023<sup>26</sup>, but failed to eliminate these conditions within a reasonable time  
14 following notice.

15           16.     It is therefore **ORDERED** that Petitioners were entitled to a further downward  
16 rent adjustment of 2 percent (2%) from their base rent of \$2,100 (\$42.00 per month) beginning on  
17 May 1, 2023 (*see* Exh. T-1, Workbook) because of deteriorated caulking at the Unit. That  
18 reduction is \$43.00 per month from Petitioner’s base rent of \$2,150.00 for the period of June 1,  
19 2023 through May 16, 2024, the date Petitioners vacated the Unit.

20           17.     It is therefore **ORDERED** that, due to the conditions discussed above, Petitioners  
21 are entitled to cumulative downward adjustments of rents as follows:

- 22           - Damaged cabinetry (with possible mold, and odiferous) in kitchen: (5%): **\$2,499.78**
  - 23           o \$1,260.00 (\$105.00/month for 12 months [6/1/22-5/31/23])

24 \_\_\_\_\_  
25 <sup>26</sup> This is the date shown in Petitioners’ workbook (*see* Exh. T-1). However, at the hearing  
26 Ms. Quintero testified that notice of problems with the kitchen caulk was given to Respondent in  
27 March 2023 rather than in May 2023. Since there was no examination of the parties at the  
28 Hearing about this date discrepancy, this Hearing Officer exercises her discretion to rely upon the  
workbook date for the purposes of this decision.



- 1           ○ \$1,182.50 (\$107.50/month for 11 months [6/1/23-4/30/24])
- 2           ○ \$57.28 (\$3.58/day for 16 days [5/1/24-5/16/24])
- 3       - Failure of caulking in the Unit (2%): **\$495.88**
- 4           ○ \$42.00 (\$42.00 per month for 1 month [5/1/23-5/31/23])
- 5           ○ \$473.00 (\$43.00 per month for 11 months [6/1/23 – 4/30/24])
- 6           ○ \$22.88 (\$1.43 per day for 16 days [5/1/24 – 5/16/24])
- 7       - Cockroach infestation at the Unit (33%): **\$16,498.90**
- 8           ○ \$8,316 (\$693.00/month for 12 months [6/1/22-5/31/23])
- 9           ○ \$7,804.50 (\$709.50/month for 11 months [6/1/23-4/30/24])
- 10          ○ \$378.40 (\$23.65/day for 16 days [5/1-5/16/24])
- 11       - Dampness, mold conditions and noxious odors in Unit’s bedroom (7.5%): **\$2,174.83**
- 12           ○ \$315.00 (\$157.50/month for 2 months [4/1/23-5/31/23])
- 13           ○ \$1,773.75 (\$161.25/month for 11 months [6/1/23-4/30/24])
- 14           ○ \$86.08 (\$5.38/day for 16 days [5/1/24-5/16/24])
- 15       - Dampness, rust, deteriorated cabinet and tub and holes in bathroom (5.0%): **\$2,499.78**
- 16           ○ \$1,260.00 (\$105.00/month for 12 months [6/1/22-5/31/23])
- 17           ○ \$1,182.50 (\$107.50/month for 11 months [6/1/23-4/30/24])
- 18           ○ \$57.28 (\$3.58/day for 16 days [5/1/24-5/16/24])

19           18. It is therefore **ORDERED** that Petitioners shall be refunded rents paid to  
 20 Respondent during their tenancy in the total amount of Twenty Four Thousand Two Hundred  
 21 Eleven and 17/100 Dollars (\$24,211.17).

22           19. It is further **ORDERED that** the total amount awarded by this Decision is due and  
 23 payable to Petitioner on or before February 28, 2025, or within thirty (30) days from the date this  
 24 Decision becomes final, whichever date is later.

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



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	Number of Days Issue Persisted	Monthly Rent	Percentage Reduction	Monthly Reduction (\$)	Daily Reduction (\$)	Total Rent Reduction Awarded
Water damage/odors in kitchen	6/1/2022	5/31/2023	12	0	\$ 2,100.00	5.0%	\$ 105.00	\$ 3.50	\$ 1,260.00
Water damage/odors in kitchen	6/1/2023	5/16/2024	11	16	\$ 2,150.00	5.0%	\$ 107.50	\$ 3.58	\$ 1,239.78
Cockroaches	6/1/2022	5/31/2023	12	0	\$ 2,100.00	33.0%	\$ 693.00	\$ 23.10	\$ 8,316.00
Cockroaches	6/1/2023	5/16/2024	11	16	\$ 2,150.00	33.0%	\$ 709.50	\$ 23.65	\$ 8,182.90
Mold/carpet in bedroom	4/1/2023	5/31/2023	2	0	\$ 2,100.00	7.5%	\$ 157.50	\$ 5.25	\$ 315.00
Mold/carpet in bedroom	6/1/2023	5/16/2024	11	16	\$ 2,150.00	7.5%	\$ 161.25	\$ 5.38	\$ 1,859.83
Water damage/odors in bathroom	6/1/2022	5/31/2023	12	0	\$ 2,100.00	5.0%	\$ 105.00	\$ 3.50	\$ 1,260.00
Water damage/odors in bathroom	6/1/2023	5/16/2024	11	16	\$ 2,150.00	5.0%	\$ 107.50	\$ 3.58	\$ 1,239.78
Caulking	5/1/2023	5/31/2023	1	0	\$ 2,100.00	2.0%	\$ 42.00	\$ 1.40	\$ 42.00
Caulking	6/1/2023	5/16/2024	11	16	\$ 2,150.00	2.0%	\$ 43.00	\$ 1.43	\$ 495.88
<b>TOTAL</b>									<b>\$ 24,211.17</b>

**TOTAL REFUND OWED TO PETITIONER\*\*\* \$ 24,211.17**

Refund Schedule

Month/Year Refund Due	Overpayment Type	Refund Due
2/28/2025	Habitability	\$ 24,211.17
<b>TOTAL</b>		<b>\$ 24,211.17</b>