

To Whom It May Concern:

February 15, 2024

Thank you for your response to my appeal regarding petition 2324006. Your response to my first argument (that the hearing officer had no authority to go beyond the scope of the petition) appears to be substantiated as documented in the response to my appeal. However, the complexity of the CSFRA, as well as the responses you provide to support your decisions, go far beyond what should be expected of landlords to understand. We are not legal experts and thus the onus should be on the CSFRA staff to go above and beyond to provide guidance to not only tenants but landlords as well. I am not saying this effort is not made but in this case it was not done sufficiently and because of this your decision is penalizing the landlord, myself, when I followed everything asked of me.

This leads me to my second argument in my appeal. The decision made in Petition 21220016, (that happened to be with this same tenant as the subject petition 23240026) was made in favor of the tenant and the final "Decision" of that petition is copied below.

VII. DECISION

1. Petitioner's request for a rent refund based on Respondents demand and retention of rent in excess of that permitted by the CSFRA is GRANTED.

2. The Parties shall calculate the exact amount demanded and retained by Respondents and an appropriate refund or rent credit shall be issued to Ms. Williams within thirty (30) days of the date of this decision

The decision from the subject petition (23240026) is also copied below.

VIII. DECISION

1. Based on the evidence presented, the Petitioner has met their burden to show an undue hardship would result if the banked rent increase were implemented this year. They are entitled to relief from the Respondent's request for the banked 2022 AGA of 5%. Therefore, pursuant to the CSFRA Section 1707(d), the Respondent may not implement the requested banked increases but may implement the correctly calculated 2023 AGA of 5% for allowable, lawful monthly rent of \$1,487.06 beginning October 1, 2023 and continuing thereafter until there is a lawful change in rent.

1 Although the hearing officer submits that the entire Notice of Rent Increase dated August 29, 2023 could be invalidated, this decision takes the position that the hearing officer has discretion to correct and allow the 2023 AGA as recalculated.

2. The evidence is clear that Petitioner has paid rent in the amount of \$1,444.50 for the period December 2022 through September 2023 which was an incorrect rent amount. They are entitled to a credit of \$28.25 for each of those 10 months.

3. Furthermore, Petitioner has also overpaid rent for October 2023 through December 2023, so they are entitled to a credit for \$101.44 for each of those months, as well as any overpayments for January 2024 and subsequent months until the Respondent adjusts the rent to comply with this decision. (See Attachment 2: Decision Award Spreadsheet).

4. Respondent is ordered to issue an appropriate credit to Petitioner based on this decision within thirty (30) days of this decision being final.

5. If a dispute arises as to whether any party has failed to comply with this Decision, any party may request a Compliance Hearing pursuant to CSFRA Regulations, Ch. 5, Section J(1).

It is unclear to me, the landlord, what is needed to comply with the CSFRA and this decision. Is it sufficient that I follow the words in the decision for petition 23240026 and that if I do, I will be in full compliance with the CSFRA? There is no mention in this decision that the landlord must submit a “written notice of rent increase”. Nor was there any mention in decision for petition 23240026 that a “written notice of rent increase” was required. Yet the hearing officer is citing that since there was no “written notice of rent increase” provided as part of complying with the decision for petition 23240026 that the rent increase made in Dec 2022 from \$1416.25 to \$1444.58 is NOT compliant with the CSFRA.

I felt, as the landlord, that I followed the decision for petition 23240026 to the letter. The landlord and the tenant calculated the appropriate credit for the overpayments and a legal AGA rent increase of 2% was implemented. It is true that our standard written rent increase notice was not submitted. However, there is nothing in the current petition (23240026) decision that indicates I need to submit our standard written notice of rent increase.

So the question arises that when I include an additional banked rent increase amount next year, and the tenant files a petition, will it be determined that because I didn't submit a written notice of rent increase to support the hearing decision (“....but may implement the correctly calculated 2023 AGA of 5% for allowable, lawful monthly rent of \$1,487.06 beginning October 1, 2023 and continuing thereafter until there is a lawful change in rent.”) that I am not (and was not in compliance) with the CSFRA and the increase to \$1487.06 is/was unlawful?

I think your answer will be that if I follow the written decision from petition (23240026) that I will be in compliance. Well, I followed the written decision from petition (21220016) and was found to not be in compliance. I hope you can see the lack of consistency here. If the hearing decision from petition (21220016) would have been as detailed as the current petition (ie

calculating the legal allowable rent/increase) then the only decision on the current petition would have been that the banked rent increase is not allowed.

I don't expect staff to stray from their interpretation of the written rule, even if those written rules are not implemented in a consistent manner. I expect to read more legal speak that goes over the head of most landlords, myself included and that the appeal decision will be upheld as written.

The RHC committee has the authority to overturn this decision. I ask that they take into account that the subject increase from \$1416.25 to \$1444.58 in Dec 2022 was the legal allowed increase and should be upheld as every effort and intent to comply with the decision to petition (21220016) was attempted in good faith by the landlord. I ask that they take into account the obvious lack of consistency in the petition decisions between these two petitions and that they appreciate that all I am trying to do is comply with the CSFRA and the hearing decisions. Lastly, I ask that they allow the legal AGA increase of 5% to be added to the \$1444.58 legal rent and allow a rent of \$1516.81 beginning October 1, 2023.

Regards,
Steve Welter
Agate Bay, LLC