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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: C23240030 and C23240031

HEIDI FADAEI,

DECISION FOLLOWING HEARING

Petitioner,

Hearing Date: March 11, 2024
Hearing Time: 1:00 P.M.

v.

SPIEKER COMPANIES, INC.,

Respondent.

Pursuant to written notice, two consolidated petitions for rent adjustment (“Petitions”) filed by Heidi Fadaee (“Ms. Fadaee”), tenant at 959 Rich Avenue, [REDACTED] Mountain View, CA (“[REDACTED]”) came on regularly for hearing on March 11, 2024 at 1:00 PM.¹

¹ These petitions were consolidated with two petitions filed by the tenant at 959 Rich Avenue [REDACTED]

1 Ms. Fadaee attended the Hearing, along with Ms. Cassandra Brown in the capacity as a
2 witness on behalf of Petitioner. Also attending on behalf of Respondent were Pam Chen (“Ms.
3 Chen”) and Ramiro Hernandez (“Mr. Hernandez”) from Spieker Properties and additional
4 witnesses from Orion Pest Control and Earl’s Pest Control. Ms. Fadaee and Respondent each
5 proffered testimony, including from their witnesses, in support of and in opposition to, the
6 consolidated petitions.

7 **EXHIBIT LIST**

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

12 **Petitioner’s Exhibits**

- 13 T-1 Petition for Downward Rent Adjustment [12/11/23]
14 T-2 Workbook (Petitions A and B) [12/11/23]
15 T-3 E-Mail from H. Fadaee to JoAnn Pham (photograph of service of petition) [12/13/23]
16 T-4 Amended Workbook (Petitions A and B) [2/13/24]
17 T-5 Amended Workbook (Petitions A and B) [2/22/24]
18 T-6 Rental Agreement (959 Rich Avenue [REDACTED]) [9/3/20]
19 T-7 Compilation: E-Mails from Conservice to [REDACTED] (“Monthly
20 Conservice Statement for Park Rich”) [8/11/22 and 11/10/23] along with copies of two
21 checks from Heidi Fadaee to Comservice [9/25/23 and 10/12/23]
22 T-8 Compilation: E-Mails from Cassandra Brown to Ramiro Hernandez (“Had [sic] [F]adaee
23 bites”) [10/8/23]
24 T-9 Compilation: Photographs of Conditions (9 unique photographs, 11 photographs total)
25 T-10 Compilation: Maintenance Requests [12/11/23 and 1/15/24]
26 T-11 Maintenance Request (Lock) [2/11/24]
27 T-12 Compilation: Photographs (3) of Door
28

- 1 T-13 Photograph: Spider in sink [1/14/24] accompanied by 1/15 maintenance request
2 T-14 Compilation: Notices from SCI to “All Residents” [8/18/23; 8/24/23; 9/22/23; and
3 9/29/23]
4 T-15 Compilation: Photographs of (a) Exterior Door; (b) Spider in Sink (duplicate); and (c)
5 Lower extremity showing redness/irritation/bumps (4 new, 3 duplicates)
6 T-16 Compilation: Rent Checks [10/1/23, 11/1/23 and 12/1/23]
7 T-17 Compilation: Notices of Change of Monthly Rent [8/25/22 and 8/22/23]
8 T-18 E-Mail from Heidi Fadaee to JoAnn Pham (transmitting copy of Maintenance Request
9 dated 2/11/14) [2/13/24]
10 T-17 Video: Door Covered by Plastic with Worker/Painter (0:23) [Undated]
11 T-18 Video: Paint (0:07) [Undated]
12 T-19 Video: Locks and Strike Plates of Doors (0:56) [Undated]
13 T-20 Video: Video of “Sounds” and Exterior Work through complex (2:16) [Undated]
14 T-21 Video: Re: Door Lock (1:50) [2/13/24 @9:45 PM]
15 T-22 Video Re: Gaps in Door (2:05) [3/18/24 @ 11:45 AM]
16 T-23 E-Mail from Heidi Fadaee to JoAnn Pham (“Statement about the Hearing on 3/11/24”)
17 [3/14/24]

18 All Exhibits submitted by Petitioner were admitted into evidence.

19 **Respondent’s Exhibits**

- 20 LL-1 Representative Authorization Form (Pam Chen) [3/4/24]
21 LL-2 Representative Authorization Form (Ramiro Hernandez) [3/4/24]
22 LL-3 Respondent’s Witness List [3/4/24]
23 LL-4 Response to Petition [3/4/24]
24 LL-5 Rental Agreement [9/4/20]
25 LL-6 Notices of Rent Increase [8/25/22 and 8/24/23]
26 LL-7 Rent Ledger [September 2020 – March 1, 2024]
27 LL-8 Utilities Ledger [September 2020 – March 1, 2024]
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1 LL-9 Compilation: Notices to “All Residents” [8/18/23, 9/22/23 and 9/8/23]

2 LL-10 Compilation: Orion Pest Control Reports [8/19/22, 12/14/23, and 1/23/24]

3 LL-11 Compilation: Dated Summary of Maintenance Events - Unit [REDACTED] (Including copies of SCI
4 Work Orders and invoices; 22 pages total) [4/1/21 – 2/14/24]

5 LL-12 Compilation: Incident Summary and Related Documents– Unit [REDACTED] (Including photographs,
6 a letter to SCI from another tenant, and Mountain View Police Department Reports; 15 pages
7 total) [4/1/22 – 6/30/23]

8 LL-13 Property Map – 959 Rich Avenue, Mountain View, CA

9 Except as discussed below, all exhibits submitted by Respondent were admitted into
10 evidence.

11 **Excluded Submissions:**

12 This hearing officer has, after review, determined that certain evidence submitted by the
13 Respondent should be excluded from evidence for the purposes of this hearing.

14 Exhibit LL-11: Certain pages in this exhibit cannot be properly authenticated; specifically,
15 two of the work orders included in this compilation (one related to the issues raised by the
16 Petition, the other about different matters not at issue in the Petition). As is relevant to the
17 Petition, SCI Work Order No. 201515, relating to work allegedly done to address Petitioner’s
18 complaints about spiders, states in one place on the page that the work was begun on December
19 12, 2023 and completed on December 14 (changed from December 24), 2023 – yet elsewhere on
20 the Work Order there is a different date indicating that this work order was not opened until
21 January 17, 2024, two days after Petitioner’s written complaint of January 15, 2024. [*see* Exh.
22 LL-11, p. 13.]² These pages purport to be business records establishing historical facts about the
23

24 ² SCI Work Order 173343, submitted as part of the compilation, indicates that certain work
25 at the Unit (unrelated to the issues raised by the Petition) was completed in August 2024 (which
26 has just begun) when the work requested was apparently done in August 2021. See LL-11, Page
27 5. While errors in writing the year do occur, particularly at the beginning of each year, normally it
28 is an error in which the prior year is written - not a year three years subsequent. As this error is
also inexplicable, Page 5 is also excluded from LL-11 for the same reasons as discussed above in
connection with Page 13 of Exh. LL-11.

1 work allegedly done by Respondent at/for the Unit, so this date discrepancy is problematic.
2 However, other documents do establish the exact date (December 14, 2023) upon which work
3 relating to spiders at the Unit was undertaken. Given this, this particular SCI Work Order
4 referencing multiple, inconsistent dates is not necessary for a fair evaluation of the Petition. This
5 Hearing Officer therefore exercises her discretion to exclude two pages of Respondent's LL-11
6 (p. 5 and 13) from evidence on the grounds of lack of authentication. *See, e.g.*, Evidence Code §§
7 1400-1402 [evidence not authenticated inadmissible.]

8 Exhibit LL-12. This summary of events unrelated to the issues raised by the Petition deals
9 with a history of conflicts by and between Ms. Fadaee, her visitors/co-residents, other residents at
10 the complex and/or SCI personnel. Except for the last narrative paragraph (*see* page 3-4 of LL-
11 12) relating to Petitioner's reaction to receiving a rent increase notice during the time that
12 construction was occurring at the complex (which Petitioner now contends was unlawful), these
13 documents do not bear on any issues impacting the outcome of the Petition; to wit, the alleged
14 problems with the Unit for which Ms. Fadaee seeks a rent reduction/rebate or the allegedly
15 unlawful rent increase. This Hearing Officer therefore exercises her discretion to exclude Exhibit
16 LL-12, *except* for the single paragraph referenced above. *See* Evidence Code § 352 [discretion to
17 exclude evidence that would confuse the issues.]

18 **Hearing Officer Exhibits**

19 HO-1 Notice of Acceptance of Petition [Petition A and B] [1/12/24]

20 HO-2 Follow-Up Information for Petition [1/12/24]

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

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

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

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

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

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

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

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

3 **TESTIMONY**

4 **I. Petitioner's Testimony**

5 A. Testimony of Heidi Fadaee

6 Petitioner testified about issues set forth in her separate petitions seeking a downward rent
7 adjustment for (a) failure to maintain the Unit; and (b) increasing rent while the Unit did not
8 comply with the CSFRA. According to Ms. Fadaee, she has been living at the Unit for 19 years,³
9 but Respondent had only raised rent "this past year." Ms. Fadaee felt that this rent increase was
10 discriminatory, and she was stressed about it.

11 Petitioner testified that the conditions that existed during Respondent's construction
12 project between August 23, 2023 and October 6, 2023 were "hell." She was trapped in her unit
13 "for a couple of hours" when plastic was covering the exit. There was constant noise for the entire
14 construction period of approximately 40 days. She works from home, and her boss calls all the
15 time, so the noise was very inconvenient. Petitioner had to shut her windows to avoid it. In
16 response to an inquiry from the hearing officer, Ms. Fadaee testified that she did not put in a
17 maintenance request about the noise, because Ms. Chen and Mr. Hernandez were "retaliating
18 against, and discriminating against" her.

19 Petitioner testified that there were noxious odors the entire time construction was ongoing,
20 Monday through Friday from 8-5 and that smells would come through the Unit's ventilation.
21 Normally, she always keeps her windows open and opens her blinds, but during construction she
22 had to keep them shut. She testified that because there is no patio for her Unit, there was "no
23 distance" between her and the construction workers. Ms. Fadaee further testified that she had to
24 go out after 5:00 PM and clean the workers' debris with Clorox wipes "all the time." She noted
25 that there were still paint spots outside the Unit

26 _____
27 ³ Petitioner's rent was \$1,931.86 per month as of the date of the Petition.

1 According to Ms. Fadaee, the construction work also disturbed insects. Ms. Fadaee felt
2 that she should have been evacuated to a hotel during this period. She expressed concerns that she
3 was breathing “all this” and might get cancer. She said that the reason she did not wish anyone to
4 spray inside her unit was because she kept her unit “really clean” and did not want anything
5 harmful coming inside her Unit.

6 Ms. Fadaee admitted, in response to questioning from the hearing officer, that she did not
7 know why she had received a rent increase notice; she did not know whether it was for an annual
8 general adjustment or in retaliation for her complaints about the Unit. In response to a question by
9 the Hearing Officer, Ms. Fadaee also confirmed that she had not made any complaints to
10 Respondent about a deterioration in the Unit’s air quality or chemical smells affecting the Unit.

11 Petitioner also testified about difficulties with her Unit’s door. Prior to August 27, 2023,
12 when Respondent’s construction project began, her apartment/studio entrance door was fine.
13 However, after Respondent painted the door, on the following Monday Petitioner noticed it was
14 hard to open her front door. She observed her neighbors kicking their doors, so she knew her
15 sense that it was harder to open the door was not just her imagination. According to Petitioner,
16 however, opening the door “got harder and harder every day.” Ms. Fadaee concluded that because
17 of the painting, Respondent’s workers must have made the door “thicker.” Petitioner testifies that
18 she goes in and out of her Unit a great deal, because she works from home and needs fresh air.
19 Petitioner testified that she opens her door approximately 30 times a day and each time it hurts
20 her physically, particularly her shoulder, to open the door.

21 According to Petitioner, when she spoke to Respondent about the problems with the lock
22 on her front door making it difficult to open and close, Mr. Hernandez contended there were
23 problems because “[Petitioner’s] friend came and tried to fix the door” but she told him that this
24 was untrue. According to Petitioner, Respondent has changed all of her neighbors’ locks but have
25 only attempted to make a partial repair to fix hers. She said that at one point she saw maintenance
26 people working on another tenant’s door and enquired why he was not also working to fix her
27 door.

1 Ms. Fadaee testified that she initially let the door problems go without complaint because
2 Respondent was “retaliating against her,” but eventually reported the problem on approximately
3 November 10, 2023. Petitioner has put in a total of 5 maintenance requests relating to the door,
4 although she did not take pictures of her first three requests.

5 Ms. Fadaee first noticed spiders and mosquitoes the first week Respondent started
6 working on the construction project because she is allergic to bees. This was approximately
7 August 27 or 28, 2023. The workers “dug a hole” into her Unit (which Petitioner later clarified to
8 mean removal of the eaves on her side of the building). She said that while Respondent replaced
9 the deteriorated wood on the other side of the complex on the same day it removed the old wood,
10 they left the wood on her side unreplaced and not covered by plastic. Petitioner was scared
11 because “this is where the insects come from.” According to Petitioner, the “gap” above the door
12 lasted approximately 3 days and 3 nights. Petitioner testified that “This is where I know the
13 spiders and those bees and maybe mosquitoes may come from because they removed the nests, so
14 they are pissed off.” Petitioner later clarified, in response to a question from the Hearing Officer,
15 that the gap above the door was located outside, above the front door in the building’s eaves, and
16 did not open up into the Unit itself. Ms. Fadaee said that for her neighbor who arrived in
17 December, they came and fixed his door because it had a gap in it but left hers unrepaired.
18 According to Petitioner there is still a hole at the bottom right hand corner of her entry door.

19 Petitioner testified that she never told Respondent that there was a “hole” above her door
20 that opened into her Unit, because she felt that Ms. Chen or Mr. Hernandez were raising her rent
21 in retaliation against her and had mistreated her. In response to an inquiry from the Hearing
22 Officer, Ms. Fadaee visually described the hole in her door as a 1” diameter hole at the lower
23 right hand side of her door.

24 Petitioner testified that she experienced mosquito bites on the back of her legs. She
25 discussed the issue of insect bites with Ms. Brown when she was being bitten and her bites were
26 burning and itching. She was afraid because “a spider bite can be deadly.” She was also scared
27 because she did not have medical insurance. Petitioner did not remember when she first notified
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1 Respondent that mosquitoes were biting her. Later in the Consolidated Hearing, Ms. Fadaee
2 expressed that Respondents were “torturing her” and she was scared that Respondent would
3 “attack” or retaliate against her, so she did not complain about this issue. In response to questions
4 from the Hearing Officer, Ms. Fadaee testified that she “guessed” and “assumed” that
5 *ceratopogonidae*⁴ was the cause of her itching and burning because Ms. Brown had the same
6 thing and that is what Ms. Brown said caused the bites. Ms. Fadaee confirmed that she got the
7 insect name shown on her Petition from Ms. Brown.

8 Petitioner did not recall whether she told Respondent about spiders at the Unit during
9 construction. However, she testified that, after the construction, spiders were still coming into the
10 Unit in November and December 2023 whereas, according to Petitioner, “usually they die down
11 after summer.”

12 Petitioner testified that as of February 13, 2024 (the date of her amended workbook, the
13 doorknob, spiders and “infestation” were not completely fixed. She stated that the door was “80
14 percent” fixed as of the date of her Petition, but she was “not going to take a 20% chance of a
15 spider coming in.” She said that the spider problem was also 80% fixed. Petitioner asked that
16 Respondent send pest control at least once a month to treat the outside of the Unit because “that is
17 where [the spiders] come from.” Before the hearing, Jordan (Orion Pest Control), came at least
18 twice and every time he comes it “helps a lot.” According to Ms. Fadaee, on the morning of the
19 hearing, Mr. Hernandez and a pest control worker did come to her Unit, but she told them to
20 come back later because she was trying to finish work.

21 B. Testimony of Cassandra Brown:

22 As of the date of the Hearing, Ms. Brown was the tenant residing at [REDACTED] of Ms.
23 Fadaee’s apartment complex, and the tenant with whom Ms. Fadaee’s petitions were consolidated
24 for the purposes of hearing.⁵

25 _____
26 ⁴ *Ceratopogonidae* is the family name for approximately 5,000 different insects in multiple
genera all commonly known as “biting midges” or “No See Ums” given their tiny size.

27 ⁵ 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 complex.

1 According to Ms. Brown, she and Ms. Fadaee both went outside one day, and Ms. Fadaee
2 was taking a video of a storage unit outside. Each had a similar bite on their ankle; Ms. Fadaee
3 had one on her thigh as well. Ms. Brown and Petitioner discussed what could have bitten them
4 and when it started. Ms. Brown shared that she began experiencing bites approximately
5 September 1, 2023; Petitioner told her that her bites began around September 10, 2023. Petitioner
6 and Ms. Brown subsequently shared pictures of their bites with each other to see if the bites
7 looked the same. In Ms. Brown’s opinion “they turned out to be the same thing.” Ms. Brown
8 based her opinion, in part, on the fact that both women were also experiencing burning and
9 itching.

10 With Ms. Fadaee’s permission, Ms. Brown sent pictures of Ms. Fadaee’s bites to Ramiro
11 Hernandez, the onsite property manager, by e-mail on October 7, 2023. *See* Exh. T-8. According
12 to Ms. Brown, Mr. Hernandez subsequently called her. Mr. Hernandez said that he had spoken to
13 Petitioner, she had told him that she had never been bitten, had not given Ms. Brown permission
14 to send the photographs, that the photograph was not of Ms. Fadaee’s leg, and that Ms. Fadaee
15 did not give Ms. Brown permission to include Ms. Fadaee in any complaints about bug bites.
16 According to Ms. Brown, she later learned that Mr. Hernandez said the inverse to Ms. Fadaee,
17 *i.e.*, that Ms. Brown had no complaints about bites or similar.

18 Ms. Brown testified that she had attempted to call Pam Chen, District Manager, about the
19 bug bite situation but her call had been routed, first, to Ms. Chen’s secretary and then to
20 voicemail.

21 **II. Respondent’s Testimony**

22 A. Testimony of Pam Chen:

23 Ms. Chen is the Regional Manager for Spieker Properties. She testified that for the
24 construction project in 2023, they did have to remove and replace sections of wood that were dry
25 rotted. As the complex’s buildings were built in the 1970s, according to Ms. Chen there are
26 termites that feast on the wood, so sometimes the wood has to be left exposed so that it can be
27 treated for this by pest control. In terms of holes being left open, SCI’s goal is to resolve those
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1 completely as quickly as possible.

2 According to Ms. Chen, on her written work orders Ms. Fadaee has always requested to
3 have only exterior pest treatment, not interior. Ms. Chen did not know whether anyone had ever
4 asked Ms. Fadaee if they could treat the interior of her apartment despite this.

5 Ms. Chen also testified that the August 24, 2023 rent increase notice given to Petitioner
6 was for the 2023 Annual General Adjustment under the CSFRA. She stated that every tenant at the
7 complex does not get their AGA increase notice at the same time. the timing of any particular
8 tenant's notice would be based on their particular circumstances and eligibility to receive one.

9 As it related to the insect problems at the Unit, Ms. Chen testified that Orion Pest Control
10 has the exterior pest control contract for the entire complex and comes weekly. The owner of the
11 complex, SCI, also has a "secondary" pest control company, Earl's Pest Control, that they call in
12 for help with specific rental units.

13 Ms. Chen admitted that she did not have personal knowledge about the hole Ms. Fadaee
14 testified exists in her door.

15 B. Testimony of Ramiro Hernandez

16 Mr. Hernandez is the onsite Property Manager for the Unit. He personally delivered the
17 notice of rent increase to Petitioner and posted it on her door on August 24, 2023, one day after the
18 construction/repair work began at the apartment complex.

19 According to Mr. Hernandez, when Respondent receives work orders from Ms. Fadaee
20 and other tenants they are in writing and retrieved from a laundry room drop box used by tenants.
21 At that point, he documents the request and assigns the work to Respondent's maintenance
22 technician (John Solis.) Mr. Hernandez testified that Petitioner's work orders said that Respondent
23 does not have permission to enter her Unit. He also testified that when he visited Petitioner's unit
24 and asked for permission to enter, she said to Mr. Hernandez that she does not have insurance, and
25 she does not want anyone putting chemicals inside her Unit.

26 Mr. Hernandez stated that he assumed that Petitioner's claims about a hole in her
27 apartment entry door did not refer to an actual hole. He interpreted them to mean that light was
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1 coming through her door. He visited the Unit with the maintenance technician (John Solis) and
2 saw light coming through the door frame, so they added an extra-wide weather strip around the
3 door. According to Mr. Hernandez when issues relating to Petitioner's door having problems first
4 came up (November 25, 2022), the only thing wrong with the door was that two of the screws that
5 attached the deadbolt and door handle had come loose. Mr. Solis offered to replace the lock and
6 door handle, but Petitioner refused that option. Mr. Hernandez testified that, in his opinion, there
7 was nothing wrong with the door lock other than possibly a couple of screws again coming loose.
8 He based that opinion on the fact that on October 23, 2023, following a complaint from Petitioner,
9 Respondent and Mr. Solis inspected the door and there was absolutely nothing wrong with the
10 deadbolt or door handle, and that he tightened the deadbolt screws again on October 23, 2023.

11 According to Mr. Hernandez, he does not have a record of any maintenance request
12 relating to Petitioner's door "sticking" or being difficult to open. He testified that he has no
13 recollection of this issue being raised by Petitioner.

14 As it relates to spiders and mosquitoes in the Unit or nearby, Mr. Hernandez called pest
15 control companies. According to him Orion Pest Control comes to treat the complex as a whole on
16 a weekly basis, but he did not know whether the entire complex is treated at the same time.

17 Mr. Hernandez testified that, until the date of the Petition he received no written
18 maintenance requests from [REDACTED] relating to spiders or mosquitoes, no complaints from Ms.
19 Fadaee about noise or chemical smells while construction was ongoing at the complex. He did not
20 recall the last date of construction but based upon his notes it was "around October 3 [2023]." As
21 of that date, Mr. Hernandez had received no complaints from Ms. Fadaee.

22 Mr. Hernandez acknowledged having received an e-mail from Ms. Brown. He stated that
23 Ms. Brown's written communications did not include any statements discussing Ms. Fadaee, just a
24 picture. According to Mr. Hernandez, he saw and interacted with Petitioner while he was walking
25 through the complex. During one such walk occurring after Ms. Brown's letter to him, according
26 to Mr. Hernandez he talked to Petitioner about insects. He testified that he asked her if she had seen
27 any insects or infestations inside her apartment, like bedbugs and fleas. According to Mr.

1 Hernandez, Petitioner said that she had not. She did tell him that there were spiders outside her
2 unit but did not, during that conversation, tell him that she had been bitten by any insects.

3 As it relates to Petitioner’s contention that he yelled at her and made her leave the office,
4 Mr. Hernandez testified that he “firmly” asked Ms. Fadaee to leave his office only because she
5 came by and she started yelling, screaming and cursing at him, calling him an “evil person” and
6 saying that “God was going to send him to hell.” He testified that he has no record of this event in
7 Petitioner’s file. He testified that the incident happened approximately six months before the
8 Consolidated Hearing, but he was otherwise unsure of the date.⁶

9 C. Testimony of Jordan Venter:

10 Mr. Venter is an employee of Orion Pest Control. He has been working on this property and
11 has done the exterior spray every month for the past 5-6 years. Once per month, Orion does an
12 exterior perimeter spray of the apartment complex; it also will treat individual units for pests if
13 that is asked for by the manager. Mr. Hernandez reaches out to Orion Pest Control whenever
14 there is a unit that needs interior treatment. Generally, Mr. Venter’s work involves treating the
15 foundation of the complex’s buildings. Between August 2023 and the date of the Consolidated
16 Hearing, Mr. Venter has seen only one biting insect at the Rich Avenue complex (which was in a
17 trap placed outside Ms. Brown’s unit, ████████.)

18 At present, Mr. Venter’s work also can include treating the exterior area around Unit ██████
19 because Petitioner reported seeing spiders. Mr. Venter began working at ██████ during his
20 regular visits after he was first notified in December 2023. Each time he comes to the apartment
21 complex now, he checks in with Mr. Hernandez and if appropriate he “touches up” Unit ██████. It is
22 Mr. Hernandez who tells Mr. Venter whether the “spider issue” with ██████ is still ongoing.

23 When Mr. Venter does pest control work around ██████ he sprays around the Unit’s
24 windows and door frames when requested and when possible. Mr. Venter also has treated around

25 _____
26 ⁶ Petitioner strenuously disagreed with this characterization of what happened and accused
27 Mr. Hernandez of lying, going as far as to interrupt him during his testimony. However, it is not
28 necessary to evaluate the credibility of either witness to this event to reach a decision on the
merits of the Petition.

1 the parking area assigned to Petitioner (Space [REDACTED]) for spiders, after having Petitioner move her
2 personal items from area so that he could access it. According to Mr. Venter, he does not spray
3 areas around [REDACTED]'s windows unless he is asked to because Petitioner often has her windows
4 open. He has never treated the interior of Petitioner's Unit.

5 According to Mr. Venter, he has not seen any increase in the number of spiders at the
6 apartment complex since last year and has seen none at all around the Unit since then. He has
7 seen an occasional spider web near the Unit and in the parking space and when he sees them he
8 clears them. Mr. Venter testified that the presence of some spider webs outside is not generally
9 surprising.

10 Mr. Venter has no knowledge of any interior spray done at the Unit for the past 16-18
11 months.

12 D. Testimony of Richard Serrato:

13 Mr. Serrato is the Qualified Operator and Manager for Earl's Pest Control and holds
14 licenses in agricultural and structural pest control. He is Art Quinones' direct supervisor. Earl's
15 usually gets called in by Respondent if there is a suspicion about things such as hitchhiking-type
16 bugs. When that happens, they initially try to identify bedbugs as well as a couple of other types
17 of biting insects.

18 According to Mr. Serrato, whenever there is reason to believe there may be a problem in
19 one unit with bedbugs or other biting insects, he sends notification to the property manager, Mr.
20 Hernandez, that the company wants to also look at adjacent, or wall to wall, units at the same
21 time. Earl's Pest Control received a report on September 21 that mentioned [REDACTED], so the
22 company looked at that apartment as well as Unit [REDACTED]. Mr. Serrato testified that the
23 company also had [REDACTED] on the intended inspection list for that September 21 visit. Ultimately,
24 he inspected every unit except [REDACTED] because (according to Mr. Hernandez) the tenant at Unit
25 [REDACTED] refused to permit access to the inside of the apartment.

26 In response to Petitioner's testimony that she had not made any reports of insects at
27 various times, Mr. Serrato testified that in his experience, nonreporting self-treating tenants end
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1 up causing pest problems for other tenants. Mr. Serrato expressed that he was very concerned
2 after the testimony by Ms. Fadaee where she admitted that at times she did not report being bitten
3 by insects and was using Clorox wipes after she saw spiders. Mr. Serrato testified that, since a
4 tenant self-treating or non-reporting can make effective pest control more difficult, his company
5 does not usually just “take ‘No’ for an answer” when it believes that it needs to inspect a Unit.

6 Mr. Serrato has only interacted with Petitioner one time, on the morning of the
7 Consolidated Hearing. He said that, given her testimony about spiders, he intended to follow up
8 immediately after the hearing with Mr. Hernandez to try to inspect [REDACTED]

9 E. Testimony of Art Quinones:

10 Mr. Quinones is a licensed pest control treatment operator employed by Earl’s Pest
11 Control and a Field Representative licensed by the Structural Pest Control Board. He testified
12 that, when the company comes out to inspect following a report of insects, they always try to
13 check adjacent units when bedbugs are suspected or whenever someone complains about a bite.
14 After he inspected Unit [REDACTED] on September 21, 2023 for bedbugs, he also got access to and checked
15 Units [REDACTED] the same day; however, he did not check [REDACTED]. Mr. Quinones has never
16 personally been in contact with Petitioner; all his communications are through Mr. Hernandez.

17 Mr. Quinones testified to being advised that the tenant did not want service. He concurred
18 with Mr. Serrato’s testimony that a biting insect like a “No See Um” can be present and not be
19 findable by most people. Mr. Quinones also testified that fungus gnats are not biting insects, and
20 spiders generally do not bite people; such bites are rare.⁷

21 **ANALYSIS**

22 In her consolidated petitions, Ms. Fadaee seeks a downward rent adjustment under the
23 CSFRA on two different grounds: (a) an alleged existence of conditions affecting the habitability
24 of the Unit (failure to maintain); and (b) an increase in rent by Respondent while the Unit was
25 “not habitable” due to those alleged conditions. As the question of whether the August 2023 rent
26

27 ⁷ This testimony was given within the context of Mr. Quinones’ testimony about his work
28 at Unit [REDACTED] but is material to this Petition as well.

1 increase imposed by Respondents for the Unit turns on whether the conditions at the Unit were in
2 fact noncompliant with one or more habitability requirements beginning in August 2023, an
3 evaluation of those conditions is required before any determination can be made about whether
4 the rent increase was lawful.

5 **I. Conditions 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 unit noncompliant with the requirements for
13 habitability; and (b) been given a reasonable time to repair the condition after notice. See CSFRA
14 §1710 subd. (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) Spider Infestation; (f) Gap in Door; and (g) Extremely Stuck Doorknob. See
19 Exhs. T-1, T-2, T-4 and T-5.

20 A. “Quality of Air” and Chemical Smells:

21 Petitioner contends that, as a result of construction that took place at her complex between
22 August 23, 2023 and October 6, 2023, “The quality of air inside of my unit of the complex was
23 bad.” See Exh. T-1, p. 6. Petitioner wrote she had to close all her windows and door “all day
24 long” because “the workers and their equipments [sic] were all over (safety issue).” *Id.* Ms.
25 Fadaee also testified at the hearing that, while normally she always keeps her windows and blinds
26 open, she “had to” keep her windows and doors shut from 8:00 A.M.-5:00 P.M. each day the
27 workers were there. She complained that during the time frame of the construction, she felt that
28

1 she could not go outside for fresh air because there were chemical smells, and the construction
2 workers were using sprays that Ms. Fadaee was worried could result in illness or cancer.
3 Petitioner expressed that, in her opinion, Respondent should have “evacuated” her or relocated
4 her to another building while the construction was underway.

5 Similarly, Petitioner contends that chemical smells also arose as a result of Respondent’s
6 construction work. Specifically, Ms. Fadaee wrote in her Petition that Respondent’s workers were
7 “using some kind of chemicals to remove paint/rotten wood planks;” that she received a notice on
8 8/18/2023 that said to “keep all windows and doors closed from the hours of 8 am to 5 pm
9 because of workers working during these hours; and that “the smell of paint was strong” See
10 Exh. T-1, p. 6.

11 A residential unit violates Health and Safety Code section 17920.3 subd. (a)(8), which
12 requires certain minimum levels of ventilation, a lack of ventilation renders a residence
13 uninhabitable when a lack of ventilation exists “to an extent that endangers the life, limb, health,
14 property, safety, or welfare of the public or the occupants thereof.” That did not occur here.

15 Petitioner did not meet her burden of proof to show, by a preponderance of the evidence,
16 that conditions relating to air quality and chemical smells existed to such a degree that they
17 rendered the Unit in violation of Civil Code section 1941.1 or Health and Safety Code section
18 17930.3. Petitioner also did not meet her burden of proof to establish that these conditions
19 existed to such a degree, and for such a period of time, that they significantly impacted her ability
20 to reside at the Unit. “A landlord is not required to ensure that leased premises are in perfect,
21 aesthetically pleasing condition.” Green v. Superior Court, (1974) 10 Cal.3d 616, 637. A landlord
22 is not automatically out of compliance with the CSFRA if for a short period of time merely
23 because aesthetically unpleasing conditions temporarily exist.

24 This is particularly true when the reason for the problem for which a tenant seeks a rent
25 reduction arises because the landlord was fulfilling its duty to maintain the rental property. In a
26 court case with similarities to the Petition, Golden Gateway Ctr. v. San Francisco Residential
27 Rent Stabilization & Arbitration Bd., (1999) 73 Cal.App.4th 1204, the Court emphasized that

1 temporary inconvenience, a temporary reduction of ventilation, and temporary limits on a tenant's
2 use of common areas caused by necessary repairs and construction by the landlord does not
3 support a rent decrease pursuant to a rent stabilization ordinance: "The ordinance contemplates
4 that landlords will provide repair and maintenance services, which by necessity will at times
5 inconvenience the tenants. We hold that this unavoidable type of inconvenience, which may
6 interfere with housing services, but which does not substantially interfere with the right to occupy
7 the premises as a residence, does not entitle a tenant to a reduction in rent." *Id.*, at 1212.

8 Even though the evidence established that Petitioner was asked to keep her windows and
9 door closed while construction was ongoing, *see* Exhs. T-11 and LL-14, Petitioner did not submit
10 any evidence that she could not go outside at any time⁸ to get fresh air while construction was
11 occurring. To the contrary, Petitioner clearly felt she *could* go outside for at least a few minutes
12 more than once while construction was occurring for her own purposes; *i.e.*, to document
13 conditions arising from the construction work that resulted in her Petition, *see* Exhs. T-18 and 20,
14 and for the purpose of taking the video of storage unit(s) which Ms. Brown testified Ms. Fadaee
15 was taking on the day they first discussed bug bites.

16 Petitioner emphasized repeatedly in her testimony her fear of health impacts if she was
17 exposed to chemicals, and many people have similar fears about the health impacts of chemicals
18 in their environment. However, as a general rule mere speculation about, and fears of, possible
19 health effects arising from the use of chemicals conduct or *potentially harmful* uses of land do not
20 support a claim against the property owner in the absence of either an actual injury or a strong
21 likelihood of it. *See, e.g., San Diego Gas Electric Co. v. Superior Court*, (1996) 13 Cal.4th 893
22 [fear of cancer arising from proximity to electromagnetic fields]; Koll-Irvine Center Property
23 Owners Assn. v. County of Orange, (1994) 24 Cal.App.4th 1036, 1041 [fear of catastrophic
24 injury if gasoline and solvents on neighboring property exploded.] As the construction work and
25

26 ⁸ Petitioner and Ms. Brown confirmed that there was a day where the Respondent was
27 painting the exterior part of the door to their apartments and, as part of that process, completely
28 sealed the doorway opening with plastic for 2-3 hours. This was 2 hours in a construction project
that lasted more than a month.

1 painting that appears to have been the cause of the smells and alleged poor air quality ceased
2 months before the petition was filed and given that the “air quality” and “chemical smells”
3 conditions lasted for just over two weeks, there is no proper basis for a rent reduction.

4 Petitioner also submitted no evidence to establish that during the complained of period
5 (August 23-October 6, 2023) the Unit’s interior air quality fell below healthy levels, such as the
6 Ambient Air Quality Standards established by experts such as those the California Air Resources
7 Board.⁹ Nor was any testimony or documentary evidence submitted that the air quality around the
8 Unit had any impact on Petitioner’s physical health. There was also no evidence that “chemical
9 smells,” (whether arising from sprays, cleaning solvents or paint being used by Respondent’s
10 contractors), materially impacted Petitioner’s health or her use of her Unit (except for her keeping
11 her windows and doors closed for 6 weeks during the workday). Petitioner testified that she did
12 not go outside and kept her windows and doors closed throughout the period of construction,
13 except for the approximately two hours in which Respondent’s contractors painted the interior of
14 her apartment door. No evidence was submitted that there were chemical smells in or
15 immediately outside the Unit which were not temporary in nature. There was no evidence that
16 once construction and painting were complete, the apartment complex continued to be impacted
17 by chemical smells.

18 Even if Petitioner had submitted objective evidence of a decrease in air quality, the
19 testimonial and documentary evidence indicates that any decrease in air quality and chemical
20 smells was temporary and arose solely because of Respondent’s construction work. It also
21 establishes that the total time from beginning to end of Respondent’s exterior construction and
22 painting project was approximately 6 weeks (from August 23, 2023 through October 7, 2023.)
23 (See Exhs. T-18; LL-9) This is not a substantial amount of time given the size of the apartment
24 complex. See Exh. LL-13. Petitioner therefore has not satisfied her burden of proof to show that
25 either a temporary reduction in air quality or the temporary existence of chemical smells resulted
26

27 ⁹ See, <https://ww2.arb.ca.gov/resources/california-ambient-air-quality-standards> and links
28 set forth therein.

1 from Respondent's failure to maintain the Unit; to the contrary, the conditions were shown
2 through the evidence to exist only because of Respondent's effort to maintain the Unit's common
3 areas. Moreover, the construction work and painting appears to have been the sole cause of the
4 problem. Yet the problem ceased months before the Petition and none of these conditions lasted
5 for more than six (6) weeks. Given this, there is insufficient basis to impose a downward rent
6 adjustment for these transient problems with the Unit and the common areas of the apartment
7 complex. None of them materially affected Petitioner's use of the Unit as a residence while
8 construction was ongoing.

9 Petitioner's request for a rent reduction because of air quality and chemical smells fails for
10 an additional reason: Respondent did not receive notice of these conditions or a reasonable
11 opportunity to cure them after notice but before the Petition was filed in December 2023.
12 Petitioner admits, through her workbook, that she never gave Respondent notice of these aesthetic
13 problems while they existed during the six week period (August 23, 2023 – October 6, 2023)¹⁰
14 for which she seeks a rent reduction. *See* Exhs. T-2, T-4 and T-5.¹¹ Petitioner also admitted when
15 testifying that she never gave Respondent notice of any deteriorated air quality or problematic
16 chemical smells during the ½ month period (September 20, 2023 – October 6, 2023) for which
17 she seeks a partial rent rebate at any time before filing the Petition.¹² *See* Exh. T-5. There was no
18 evidence contradicting these admissions relating to insufficient notice submitted by Petitioner
19

20
21 ¹⁰ Petitioner sought a downward rent adjustment for “chemical smells” only beginning when
22 Respondent started painting the buildings at the complex (September 20, 2023.) *See* Exhs. T-2, T-
23 4 and T-5.

24 ¹¹ Each workbook line for these conditions shows “N/A” in the column asking for the date
25 that notice was given to the landlord.

26 ¹² In the narrative portion of her Petition filed on December 11, 2023, Petitioner cited
27 “Quality of Air” as a basis for her Petition. *See* Exh. T-2. However, the original workbook
28 associated with that original petition contains a line item labeled “Quality of Air” or similar as
one of the issues for which Petitioner has calculated a potential rent rebate. In that original
workbook, only “chemical smells” for a two-week period were listed. This is also the case with
her amended workbooks of February 13, 2024 and February 22, 2024. *See* Exhs. T-4 and T-5.

1 either before, or during, the Consolidated Hearing.¹³

2 Reasonable opportunity to cure after receipt of notice is a necessary prerequisite to a legal
3 claim based upon an alleged defect in rental premises. *See, e.g., Knight v. Hallsthammer*, (1981)
4 29 Cal.3d 46, 67. Thus, reasonable notice and opportunity to cure defective conditions are an
5 absolute prerequisite to a petition under the CSFRA. *See* CSFRA § 1710 subd. (b)(2) [“A Tenant
6 Petition filed pursuant to this Subsection must specify the conditions alleged to constitute the
7 failure to maintain the Rental Unit in habitable condition *and demonstrate that the Landlord was*
8 *provided with reasonable notice and opportunity to correct the conditions that form the basis for*
9 *the Petition.*” [Emph. Added.] *See also* CSFRA Regulations Chpt. 4, § E(6). The absence of
10 notice to Respondent is therefore fatal to any effort by a tenant to obtain a decrease in rent
11 grounded in a claim of failure to maintain or to correct a defective condition.

12 There is no conflict in the evidence here: Respondent did not receive *any* notice of the
13 conditions and a reasonable opportunity to cure them after notice *before* the Petition was filed in
14 December 2023 (2 months after the conditions ended). For this additional reason, Petitioner
15 therefore cannot obtain a decrease in rent based upon these two claimed habitability problems.

16 B. Construction Noise and “Excessive” Dust and Dirt

17 Petitioner also sought a downward rent adjustment for the construction period (August 23,
18 2023 to October 6, 2023) for both construction noise and excessive dust and dirt at the Unit.
19 Failure to keep common areas sufficiently” clean, sanitary, and free from all accumulations of
20 debris, filth, rubbish, [and] garbage also potentially support a downward reduction as it violates
21 Civil Code §1941.1 subd. (a)(6). Excessive noise can also support a reduction in rent under
22 certain circumstances. *See, e.g., Ocean Park Ass’n v. Santa Monica Rent Control Bd.* (2004) 114
23 Cal.App.4th 1050, 1065. Petitioner’s evidence, however, does not satisfy her burden of proof to
24

25 ¹³ At the hearing, Petitioner testified that she did not want to “rock the boat.” She said that
26 she did not complain because she felt that Respondent was already retaliating against her by
27 giving her a rent increase effective October 1, 2023. She also testified that, at various times, the
28 resident manager (Ramiro Hernandez) and the District Manager for Respondent (Pam Chen),
either ignored her complaints or “were mean” to her.

1 show that noise materially interfered with use and enjoyment of the Unit.

2 Petitioner complained that noise from the construction interfered with her ability to work
3 because she works from home. She also testified that the noise interfered with calls with her boss.
4 Petitioner's own evidence, however, contradicts her claim of excessive noise due to the
5 construction. The videos she submitted as evidence and taken at times where daytime work was
6 occurring do not demonstrate excessive noise (and at times, no audible noise at all) for a daytime
7 construction project, whether in the area located near Petitioner's Unit or more generally through
8 other areas shown on the video. (*See Exs. T-17, 18 and 20.*)

9 Ms. Fadaee testified that each day, after the workers left, she went outside and cleaned up
10 the worker's debris and opined that she should not have had to do that work if Respondent was
11 raising her rent. However, Petitioner submitted no photographic or other evidence establishing the
12 degree to which Respondent's construction debris was left in front of her Unit.

13 C. Insect Infestation

14 In the narrative part of her Petition, Ms. Fadaee describes the relevant insects impacting
15 her use of the Unit collectively as "bugs." *See Exh. T-1, p. 6.* However, in the workbook and
16 amended workbooks supporting her petition, Petitioner identifies two distinct types of bugs: an
17 "Infestation of ceratopogonidae" (aka "No See Ums") and a spider infestation. While testifying at
18 the hearing, Petitioner also identified a third type of insect that was not articulated in her written
19 Petition: mosquitoes. Petitioner contends that she has been bitten by each of these different types
20 of insects at the Unit at varying times since August 27, 2023. *See Exh. T-2, Ex. T-5.* Petitioner
21 also contends that spiders and mosquitoes are currently entering the Unit through what she
22 describes as a hole in the lower right hand part of her entry door.

23 The presence of mosquitoes or spiders potentially violates Civil Code section 1941.1's
24 prohibition against vermin in rental units and thus can create a "strong indication of a materially
25 defective condition" (*see, e.g., Peviani v. Arbors at California Oaks Property Owner, LLC* (2021)
26 62 Cal.App.5th 874, 891.) But that presumption is not a conclusive one. It arises only where the
27 presence of vermin exists to an extent where it impacts the ability to occupy the rental unit safely.

1 Thus, Civil Code 1941.1 subd. (a)(6) mandates that a landlord of a residential unit ensure that
2 his/her: “[b]uilding, grounds, and appurtenances at the time of the commencement of the lease or
3 rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary,
4 and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.” Similarly,
5 Health & Safety Code section 17920.3 subd. (a)(12) prohibits: Infestation of insects, vermin, or
6 rodents to the degree that they affect the health and safety of a resident. The inclusion of the word
7 “accumulations” in these definitions suggests strongly that an occasional sighting of a mosquito
8 or spider does not render a unit uninhabitable under 1941.1. Instead, Civil Code section 1941.1
9 only prohibits a situation where the affirmative characteristic required (in this case, freedom from
10 insects/vermin) is *substantially* lacking. Civ. Code §1941.1 subd. (a). Similarly, Health and
11 Safety Code §17920.3 deems unlawful only those prohibited conditions which exist “to an extent
12 that endangers the life, limb, health, property, safety, or welfare of the public or the occupants
13 thereof. . .”

14 Petitioner submitted no evidence of the presence of either mosquitoes or spiders at her
15 Unit at a sufficient level that it could be fairly described as an infestation. The word “infest” when
16 used in connection with reference to insects animals, is defined as “exist[ing] in *large numbers* in
17 a particular place.” Oxford Learner’s Dictionary[Online at
18 <https://www.oxfordlearnersdictionaries.com/us/definition/english/infest.>]¹⁴ Similarly, an
19 infestation is defined as “a *large number* of insects, rats, etc. living in a place where they are not
20 wanted.” Thus, in all cases, a single, occasional, insect is not enough to declare that a unit is
21 “infested.” Instead, temporary or minor failures of conditions are not enough. *See, e.g., Green v.*
22 *Superior Court, supra*, at 637–638. [“The mere “existence of a prohibited (uninhabitable)
23 condition or other noncompliance with applicable code standards does not necessarily constitute a
24 breach of the warranty of habitability.”] Particularly as it relates to minor issues, a landlord is not
25 required to ensure that leased premises are in perfect, aesthetically pleasing condition but it does

26 ¹⁴ *See also* Cambridge Dictionary, online at
27 <https://dictionary.cambridge.org/us/dictionary/english/infestation> [Infestation is defined as
28 “[A] large number of animals and insects that carry disease, that are present where they are
not wanted.”]

1 mean that 'bare living requirements' must be maintained.” *Id.*, at 637. “Minor housing code
2 violations standing alone which do not affect habitability must be considered *de minimus* and will
3 not entitle the tenant to reduction in rent.” *See, e.g., Hinson v. Delis* (1972) 26 Cal.App.3d 62, 70,
4 *disapproved on other grounds in Knight v. Hallsthammar* (1981) 29 Cal.3d 46, 55, fn. 7. Second,
5 there must be some evidence even where a condition constituting a breach of the warranty of
6 habitability is found that the condition arose because of a landlord’s failure to maintain the Unit
7 *and* that the condition was not fixed despite reasonable notice and opportunity to cure.

8 1. “No See Ums:

9 Although there was insufficient evidence submitted by the parties to support a finding that
10 there was an “infestation” at the Unit, the evidence is sufficient to support a finding that during
11 the period of Respondent’s construction work, some type of unidentified biting insect, perhaps
12 no-see-ums, was present at least outside of the Unit and that Petitioner was bitten by them. In
13 December 2023, Petitioner wrote in her Petition that she had been bitten by bugs (which left her
14 skin itchy and burning) “while the workers were here” and “during the time they started this
15 project.” She wrote that “could not open the door or window even after they left because all the
16 bugs had lost their nests and were loose in the air.” She opined that “the property manager needs
17 to bring pest control for outside... to get rid of the bugs.” *See, Exh. T-1.*

18 The evidence in the record also supports a finding that Respondent received notice that
19 some type of insect was biting Petitioner (even if neither Respondent nor Petitioner knew what
20 type of insect it was). Petitioner concedes that she did not personally make a report to
21 Respondent. However, that is not the end of the inquiry. In this case, it is undisputed that
22 Respondent received written notice and photographs *from Ms. Brown* that her neighbor/Ms.
23 Fadaee was being bitten, including photographs that were sent to Mr. Hernandez in an e-mail
24 whose subject line was Petitioner’s name (albeit misspelled.) *See Exh. T-8.* The CSFRA requires
25 that a landlord receive notice of a condition, but the language of the ordinance and regulations
26 does not restrict the identity of the person/ people who can provide notice or require that the
27 notice must come directly from the tenant. *See CSFRA § 1710 subd. (b)(2)*, [“A Tenant Petition
28

1 filed pursuant to this Subsection must...demonstrate that the Landlord *was provided with*
2 reasonable notice.”] (Emph. Added.) CSFRA Regulations, Chpt. 4, §E(6) [“Notice to Landlord.
3 Tenant must demonstrate that *the landlord was provided* with reasonable notice...”] (Emph.
4 Added). This is consistent with the common law, under which a person is deemed to have
5 received inquiry notice of certain facts after they have received notice of other facts which
6 triggered a duty to investigate. *Civil Code* § 19 [“Every person who has actual notice of
7 circumstances sufficient to put a prudent person upon inquiry as to a particular fact has
8 constructive notice of the fact itself in all cases in which, by prosecuting such inquiry, he or she
9 might have learned that fact.”]

10 Despite having received notice from Ms. Brown that insects were biting Petitioner, there
11 is no evidence in the record that Mr. Hernandez or anyone else working for Respondent ever
12 investigated what he had been told about Petitioner’s bites and seen after receiving photographs
13 of her insect bites. The record is also devoid of records indicating that any of the investigative
14 pest control work which Respondent was doing for ██████ was ever offered to ██████.

15 Normally, given that Respondent had notice of a condition affecting a Unit, the only issue
16 remaining would be to determine how long after notice the condition existed without cure, so that
17 a downward rent adjustment can be calculated for that period of time. The evidence in the record,
18 unfortunately, makes this step impossible as it relates to this particular insect’s impact on the
19 Unit. This is for two reasons.

20 First, Petitioner submitted no evidence that the “No See Um” issue had affected the Unit
21 in any meaningful way after the date on which the pictures sent to Respondent (on October 7,
22 2023) were taken. Unlike the tenant in Unit ██████ (whose petition was consolidated with Ms.
23 Fadaee’s for hearing purposes), Petitioner submitted no evidence of any follow-up
24 communications with Respondent; no photographs to show that she was continuing to be bitten
25 and no evidence that she ever took any self-help steps to address having being bitten.¹⁵, which

26 _____
27 ¹⁵ Petitioner repeatedly referenced her lack of insurance, implying that this was the reason.
28 However, there are many over the counter products —many of which her neighbor purchased—
that might have been partially successful in reducing (even if not eliminating) an insect biting
problem.

1 would give rise to a reasonable inference that the biting insect issue was still affecting *Petitioner*
2 (as opposed to *Petitioner's* neighbor.) This ongoing silence in reporting is in notable contrast to
3 *Petitioner's* behavior and testimony as it related to other insects. She expressed at times during
4 her testimony that she was being bitten by mosquitos and spiders, made reports and complaints
5 about spiders, and requested pest control service in writing, more than once, during her tenancy
6 (even though it was only external service) – to address spiders, roaches, ants and mosquitoes.

7 Ms. Fadaee's testimony at the hearing yielded no clarity about whether *she* experienced
8 bites from No See Ums and their symptoms (itching or burning) on an ongoing basis.¹⁶ The
9 narrative portion of her Petition, originally filed in December 2023, describes the "insect
10 infestation" issue and the bites *Petitioner* experienced only in the past tense. *See* Exh. T-1, p. 6
11 ["Insect Infestation."]¹⁷ The pest control witnesses who testified all stated that they did not find
12 any evidence of biting insects in neighboring or adjacent units (including the unit immediately
13 above *Petitioner's*, Unit [REDACTED]) or outside the Unit and in the complex more generally (other than a
14 mosquito.) Earl's Pest Control testified that it was told not to check the interior of Unit [REDACTED]
15 (presumably by the person it communicated with, Mr. Hernandez) despite that Unit being
16 included on its "hit list" (for want of a better term) of units to inspect on September 21, 2023.

17 Appreciating Ms. Fadaee's perspective that she usually refrained from complaining
18 because she did not want to "rock the boat", the unfortunate consequence of her decision not to
19 report this issue except through Ms. Brown or complain on an ongoing basis is that she has made
20 it impossible to support, with evidence, a finding that *her* problem with "No See Ums" continued
21

22 ¹⁶ In contrast, her testimony was far more certain about being bitten by spiders and/or
23 mosquitoes at various times.

24 ¹⁷ *Petitioner* repeatedly updated her workbook to change the date upon which the problems
25 with No See Ums was resolved to the date of the Updated Workbook. *Compare* Exhs. T-2, T-4
26 and T-5. However, *Petitioner* made the same date change in her Workbooks on her separate line
27 item about spiders. It is impossible to distinguish between the two, especially given that Ms.
28 Fadaee's testimony was significant and repeated about the impact of spiders and almost
nonexistent about any subject other than her discussion with Ms. Brown and the assumptions she
made from them about "No See Ums."

1 for any meaningful period of time after the date upon which the photographs she gave to Ms.
2 Brown (who gave them to Respondent on October 7, 2023) were taken. It would be improper and
3 unsupported by the evidence to assume that the fact that Ms. Brown had an ongoing biting insect
4 problem in her Unit means that Petitioner also had one in hers. Thus, while Petitioner has met her
5 burden to establish by a preponderance of the evidence that some insect was biting her from
6 September 10, 2023 until October 7, 2023, Petitioner has not established by a preponderance of
7 the evidence that the landlord received any notice of the problem until Ms. Brown wrote him on
8 October 7, 2023. Petitioner therefore has not met her burden to establish the existence of an
9 ongoing problem from “No See Ums,” or that it adversely impacted her use and enjoyment of the
10 Unit, after that date.

11 Second, because October 7, 2023 was the date upon which Respondent received notice
12 about [REDACTED] specifically, Petitioner has also failed to establish by a preponderance of the
13 evidence that, after October 7, 2023 Respondent was given a reasonable opportunity to correct the
14 problem relating to [REDACTED]. In this case, evidence was submitted by both parties that Petitioner
15 did not wish to have interior pest control work done for the Unit and asked that workers not come
16 inside to treat the Unit. See Exhs. LL-10; T-10. The effect of Petitioner’s choice, however, is that
17 she interfered with the landlord’s ability to address whatever problem existed at the time. This
18 before-the-fact limitation on Respondents’ conduct, even if for what Petitioner felt were
19 justifiable reasons, has the effect of preventing Petitioner from establishing that her landlord
20 failed to correct a problem after a reasonable opportunity to cure. In light of this (and Petitioner’s
21 admission that her conclusion that “No See Ums” were responsible for her bites was based solely
22 upon Ms. Brown’s statements in any event), Petitioner has not satisfied her burden of proof to
23 establish that she is entitled to a rent decrease as a result of “No See Ums” at the Unit.

24 2. Spiders and Mosquitoes

25 Petitioner’s evidence is far more detailed on the question of whether spiders impacted her
26 use and enjoyment of the Unit. Spiders have been a periodic problem for which Petitioner
27 submitted maintenance requests at least twice: once in 2022 for the first time (even though Orion
28

1 Pest Control ultimately found no spiders outside the Unit at that time) and again in December
2 2023. *See* Exh. LL-11, p. 8.

3 There are inconsistencies in the evidence about the date when spiders first began
4 impacting the Unit and the degree to which a spider problem exists. Ms. Fadaee contends in the
5 Petition that the problem with spiders began almost immediately after Respondent’s construction
6 work commenced on August 27, 2023. [*See* Exs. T-1, Worksheet 4; Exhs. T-2, T-4, and T-5].
7 Respondent’s evidence shows that Petitioner first filed a maintenance request relating to spiders
8 (as well as other insects) a full year earlier, in mid-August 2022. *See* Exhs. LL-10 and 11. At that
9 time, the Unit was treated by Orion Pest Control. Petitioner submitted no further maintenance
10 request relating to spiders until December 11, 2023 even though Petitioner had agreed to report
11 any further problems with insects at the Unit back in 2022. *See* Exh. LL-11, p. 8. Petitioner
12 admitted multiple times during the hearing that she did not make any oral or written reports to the
13 landlord about mosquitoes or spiders or bites arising from the construction prior to the date she
14 filed her petition.¹⁸ The written evidence she has provided confirms that the landlord did not
15 receive notice of a spider problem (mosquitoes were not mentioned) until the day the Petition was
16 filed. *See* Exh. T-9.

17 In the record, other than Petitioner’s testimony, there is no evidence of any infestation of
18 spiders or mosquitoes at the Unit. Petitioner submitted only one photograph indicating the
19 presence of insects *inside* the Unit: a photograph of a small spider in her kitchen sink taken in
20 January 2024, a month after she filed the petition. Her testimony about where the spiders were
21 coming from was inconsistent: she initially testified that the “gap” from which she believed the
22 spiders and mosquitoes entered the Unit existed for only 3 days in 2023 and that rotted wood that
23 was removed from the eaves during construction was “where the insects were coming from” *See*
24 Exh. T-13. Later, however, she identified a “hole” at the bottom right corner of her apartment
25

26 ¹⁸ According to Ms. Fadaee, her reasons for this were again that she did not wish to “rock
27 the boat” and was “afraid of retaliation.” Unfortunately, even if valid, these feelings do not, and
28 cannot, eliminate the legal requirement that a landlord be given notice of a condition and a
reasonable opportunity to cure it.

1 door as the source of the spider problem, although no “hole” is visible in any of Petitioner’s
2 videos.

3 In contrast, Respondent submitted evidence that it has made ongoing, good faith efforts to
4 treat the Unit’s exterior for insects, particularly spiders, such as by adding extra-wide weather
5 stripping to the door to minimize the possibility of intrusion by insects.¹⁹ See Exhs. LL-10 and 11.

6 Petitioner testified that no one had ever asked to come inside to treat her unit for spiders or
7 mosquitoes. Yet, her written maintenance request on this issue (dated the same day that she filed
8 her petition. see Exh. T-9) and the testimony of Respondent’s witness are consistent: Ms. Fadaee
9 herself instructed Respondent to *not* treat the inside of her unit for spiders [See Exh. T-9].

10 Petitioner’s and Respondent’s testimony was also consistent: exterior sprayings of the Unit were
11 begun within days after her December 11, 2023 maintenance request was submitted and that they
12 helped to ameliorate things. Petitioner also testified that when Mr. Venter came and sprayed the
13 outside “it got much better.” This is consistent with Petitioner’s testimony that that the problem
14 with spiders coming into her Unit was now “80 percent fixed.”

15 Even though Petitioner testified that she did not “want to take a chance” that a spider will
16 take advantage of 20% of the problem remaining unfixed, the pest control experts who testified at
17 the Consolidated Hearing were unanimous in their testimony about two things: (1) that in all their
18 visits, they had not found a single spider near Unit [REDACTED] and (2) that spiders rarely bite people. This
19 suggests that even if spiders are still coming into the Unit, they are an unlikely threat to
20 Petitioner’s health and safety at this time. Given the *de minimus* evidence about the existence of a
21 spider problem at the Unit, and the testimony and evidence submitted on Respondent’s behalf,
22 Petitioner has not met her burden to show by a preponderance of the evidence that spiders (or
23 mosquitoes) resulted from her landlord’s failure to maintain the Unit or to repair a material defect
24 after notice.

25 ¹⁹ Petitioner’s claim in her rebuttal statement post hearing, that she did not allow pest control
26 into the Unit itself only because of a failure of notice on the part of Respondent is not credible.
27 Other evidence in the record, most notably *her written instruction* that no one was to treat the
28 inside of her Unit because the spiders “were coming from outside” and Petitioner “did not want to
breath[e] the spray or chemicals.” See Exh. T-10.

1 D. Door Stiffness, Defective Locks and Holes:

2 Petitioner also stated that, beginning on the date that Respondent painted her apartment's
3 entry door, it has become "sticky." She has complained of both difficulty with the deadbolt lock
4 and difficulty opening the door to the point where she contends that she is experiencing shoulder
5 pain due to the force needed. In support of this claim, Ms. Fadaee submitted video evidence
6 showing that when attempting to unlock her front door using her key, she experienced significant
7 difficulty turning the key. That same evidence showed that, once the deadbolt lock was finally
8 turned, Petitioner still had difficulty getting the door itself to open. *See* Exh. T-21.

9 Respondent's records confirm that there have been periodic problems with Petitioner's
10 front door as early as 2022. *See* Exh. LL-11 (pp. 1-2, 10.²⁰) Despite Mr. Hernandez' repeated
11 statements that Respondent concluded upon its inspections that there "was nothing wrong with
12 the door," in either 2022 or 2023, Petitioner's video evidence contradicts this. Her videos show
13 that the strike plate for the door's locks is not completely level; there is indication of uneven wear
14 at the upper edge of the doorframe, and it is clear from tenant's videos that the door is not
15 completely level. *See* Exhs. T-19, T-21, T-22. It is the door hanging unevenly in its frame that
16 results in the "hole" about which Petitioner is complaining; it has created not a hole, *per se*, but is
17 instead a small gap between the door frame and the door. Petitioner's video shows that light can
18 be seen coming through the gap, making it a gap large enough for insects to enter the Unit. While
19 Respondent's evidence indicates that, on February 13, 2024, the strike plates for the door and the
20 latch were replaced (*see* Exh. LL-11 at p. 2), at the hearing Petitioner testified that this repair did
21 not completely solve the problems, and that the door "was [only] 80% fixed."

22 Given this, Petitioner has met her burden to demonstrate that a condition at the Unit
23 existed that resulted from a failure to maintain, that Respondent had reasonable notice of it, and
24 that the condition remained uncorrected as of the date of the Consolidated Hearing. Petitioner

25 _____
26 ²⁰ While in mid-2022 Petitioner declined an offered change to her Unit's lock and deadbolt,
27 that is not sufficient to overcome Petitioner's evidence that door problems existed when the
28 Petition was filed in December 2023, a year later, when Petitioner's issues with the door's
operation were worse than those reported in 2022.

1 requested a \$1,500 per month reduction in her rent (which is \$1,931.36 per month) for the door
2 problems. *See* Exhs. T-4 and T-5. This request is factually unreasonable on this record and legally
3 unsupportable: the door, while problematic, does not severely interfere with Petitioner’s ability to
4 use the Unit as her residence or cause any health and safety problems for her. Petitioner’s request
5 for this extreme level of downward rent adjustment is therefore rejected. Instead, she will be
6 awarded a downward rent adjustment of 5% per month (\$96.57) beginning on the date listed in
7 the Amended Petition (August 27, 2023; *see* Exhs. T-4 and T-5) until such time as the condition
8 is repaired.

9
10 **II Petition A - October 1, 2023 Rent Increase**

11 In her workbook for her Petition A, Ms. Fadaee contended that Respondent’s October 1,
12 2023 rent increase was imposed upon her while the conditions at the Unit were not in compliance
13 with the CSFRA. The conditions that Petitioner contended were noncompliant with the CSFRA
14 on October 1, 2023 were those same conditions arising from Respondent’s construction activities
15 that underlie her Petition B seeking a downward adjustment of rent reduction due to a failure to
16 maintain the Unit. *See* Exh. T-1, T-3, T-4 and T-5. As discussed above, however, only one of
17 those conditions (relating to her apartment entry door) rose to a level that supported any rent
18 reduction at all based upon a failure by Respondent to correct conditions after reasonable notice.

19 Petitioner also testified, however, that she felt that the rent increase she received effective
20 October 1, 2023 was imposed for discriminatory and retaliatory reasons and possibly because of
21 her complaints. She checked with other neighbors and no other tenant received a rent increase
22 when she did, and Petitioner felt that this was unfair. According to Petitioner, “[she pays] the
23 highest” so, she feels strongly that the rent increase was improper and unfair. She highlighted the
24 daily work that she felt she had to undertake to clean the exterior area around her Unit after
25 Respondent’s construction workers left it dirty as an example of the unfairness and alleged
26 discrimination.

27 In response to this claim, Respondent testified that the October 1, 2023 rent increase about
28

1 which Petitioner complained was noticed on August 24, 2023 and was for the 5% annual general
2 adjustment (“AGA”) authorized by the CSFRA for 2023. Petitioner’s and Respondent’s
3 documentary evidence was consistent with that testimony. Respondent noticed Petitioner’s rent
4 increase one day after it began construction activities in late August 2023. *See* Exhs. T-17 and
5 LL-6. This date was before Petitioner lodged any complaints about problems arising from
6 Respondent’s construction work and defeats a finding that the notice of rent increase was in
7 response to any complaint Petitioner made about the Unit relating to the construction during that
8 time frame. Ms. Chen also testified credibly about the reasons for any differences in dates when
9 Petitioner received her AGA rent increase notice and other tenants received theirs. Petitioner did
10 not testify to any particular events upon which she was basing her claim of retaliation.

11 This Hearing Officer has no jurisdiction to decide whether discrimination/ retaliation was
12 Respondent’s motivation for imposing a rent increase at the Unit, for two reasons. First, this issue
13 was not raised in the Petition. However, in court proceedings, that would not be dispositive. A
14 court can amend pleadings *nunc pro tunc* (“now for then” or “after the fact”) to include claims
15 that were not included in a complaint, but for which evidence was actually adduced at the
16 hearing, under certain circumstances. *See, e.g., Trafton v. Youngblood*, (1968) 69 Cal.2d 17, 31.
17 Here, the Petition serves the same function as a complaint in litigation; it frames the issues to be
18 decided at hearing. Respondent was able to, and did, present defensive evidence on the question
19 of its motivations for its August 2023 rent increase notice, despite this issue not being raised by
20 the written petition. This Hearing Officer therefore exercises her discretion to deem the Petition
21 amended back to the date of Petitioner’s last amended workbook (February 22, 2024). *See* Exh.
22 T-5.

23 However, the CSFRA simply does not authorize a downward rent adjustment in response
24 to a complaint that does not have to do with either the legality of the rent level or physical
25 conditions at a rental unit. It has no mechanism contained in it to address a tenant’s claim that a
26 landlord’s imposition of an otherwise lawful rent increase was for bad faith reasons. Thus, this
27 decision can resolve only the issue which was properly articulated in the Petition and at the
28

1 Consolidated Hearing: whether the Unit's alleged noncompliance with the CSFRA impacted
2 Respondent's right to raise the rent for the Unit. Under the totality of circumstances relating to the
3 Petition, there are not, and were not, any conditions affecting the Unit that were noncompliant
4 with either Civil Code §1941.1 or Health and Safety Code §17930.3 to a degree that Respondent
5 was no longer in substantial compliance with the CSFRA's habitability requirements at the time it
6 increased the Rent for the Unit. *See, CSFRA §1710(b); CSFRA Regulations, Chpt. 12, §B.*
7 Petitioner has therefore not met her burden of proof to show that Respondent's rent increase was
8 unlawful under the CSFRA.

9 **ORDER**

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

11 1. It is **FOUND** Petitioner has proven, through a preponderance of the evidence, that
12 the condition of her front entry door is such that it impacts her ongoing use and enjoyment of the
13 Unit.

14 2. It is further **FOUND** that Respondent had notice of the condition of the door and
15 failed, following reasonable notice, to correct the condition.

16 3. It is therefore **ORDERED** that Petitioner shall receive a downward rent
17 adjustment of five percent (5% - \$96.57) per month from August 27, 2023 until the issue is
18 resolved as a result of the defective condition of the entry door to the Unit.

19 4. It is further **ORDERED** that Petitioner shall receive a refund of rents paid to
20 Respondent the amount of \$1,120.23, reflecting the downward rent adjustment in the amount of
21 \$96.57 per month and \$3.22 per diem for the 11 months and 18 days ($\$96.57 \times 11 \text{ months} =$
22 $\$1,062.27$; $\$3.22 \times 18 \text{ days} = \57.96 ; $\$1,062.27 + \$57.96 = \$1,120.23$).

23 5. It is further **ORDERED** the lawful base rent for the Unit shall be adjusted
24 downward by five percent (5% - \$96.57) to One Thousand Eight Hundred Thirty Four and 79/100
25 dollars (\$1,834.79) from its current level of \$1,931.36 until such time as the door condition for
26 which a downward rent adjustment is ordered is fully corrected by Respondent.

27 6. It is **FOUND** that Petitioner did not meet her burden of proof to show by a
28

1 preponderance of evidence that any of the following conditions existing from August 30, 2023
2 through October 6, 2023 resulted from Respondent's failure to maintain the Unit (and its common
3 areas): construction noise, chemical smells, and excessive dust/dirt.

4 7. It is therefore **ORDERED** that Petitioner shall recover nothing on her Petition B
5 for the temporary existence of noise, chemical smells and dust/dirt impacting the Unit while
6 Respondent was engaged in improvements to the apartment complex for the period of August 23,
7 2023 through October 7, 2023.

8 8. It is further **FOUND** that Petitioner met her burden of proof to show by a
9 preponderance of the evidence the presence of spiders in the Unit, although Petitioner did not meet
10 her burden of proof to show the presence of spiders continued after Respondent's good faith
11 efforts to ameliorate the condition following notice to such a degree that it violated either Civil
12 Code section 1941.1 or Health and Safety Code section 17920.3.

13 9. It is therefore **ORDERED** that Petitioner shall recover nothing on her Petition B
14 claim that the Unit was "infested" with the presence of spiders or other insects beginning when
15 Respondent was engaged in improvements to the apartment complex for the period of August 23,
16 2023 through October 7, 2023.

17 10. It is further **FOUND** that Petitioner did not meet her burden of proof to show
18 based upon a preponderance of the evidence that conditions at the Unit between August 27, 2023
19 and the date of the Petition were not otherwise in substantial compliance with the requirements of
20 Civil Code section 1941.1 or Health and Safety Code section 17930.3.

21 11. It is further **FOUND** that Respondent's October 1, 2023 rent increase for the Unit
22 did not violate the CSFRA.

23 12. It is therefore **ORDERED** that Petitioner take nothing on her Petition A as she did
24 meet her burden of proof to show, through a preponderance of the evidence, that Respondent
25 charged and collected any rent in excess of the maximum lawful rent for the Unit.

26 13. It is further **FOUND** that this Hearing Officer lacks jurisdiction to adjudicate
27 Petitioner's claims of discrimination and retaliation by Respondent through its imposition of a rent
28

1 increase.

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

5 15. It is further **ORDERED** in the event that this Decision is appealed, the final appeal
6 decision shall include an updated refund schedule as applicable. Additionally, if this Decision is
7 appealed, pending the outcome of the appeal this Decision will not be considered final until the
8 appeal decision is issued.

9 16. It is further **ORDERED** the total amount awarded by this Decision is due and
10 payable to Petitioner on or before October 21, 2024, or within thirty (30) days from the date this
11 Decision becomes final, whichever date is later. It is further **ORDERED** that if the amounts
12 awarded by this decision are not paid to Petitioner by this date, Petitioner may withhold her rent
13 payments until such time as she has withheld a total of \$1,120.23 (less any sums Respondent has
14 paid directly to her pursuant to this order.) Ms. Fadaee may refer to Attachment 1 to this Decision,
15 the recommended Credit Schedule in the event that she must withhold rent to recover the sums
16 awarded to her by this decision. As Petitioner remains in residence at the Unit, Petitioner may also
17 seek further orders relating to any unpaid amounts in any subsequent administrative or quasi-
18 judicial proceeding.

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

22 **IT IS SO ORDERED.**

23
24 DATE: September 19, 2024

25
26 
27 **Renee Glover Chantler**
28 Hearing Officer

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 Awarded
Quality of air (chemical smells)	n/a	n/a	n/a	\$ 1,931.36	0%	\$ -
Construction noise and excessive dust and dirt	n/a	n/a	n/a	\$ 1,931.36	0%	\$ -
Insect Infestation: No See Ums	n/a	n/a	n/a	\$ 1,931.36	0%	\$ -
Insect Infestation: Spiders and Mosquitoes	n/a	n/a	n/a	\$ 1,931.36	0%	\$ -
Door stiffness, defective locks and holes	8/27/2023	8/13/2024	11 months 18 days	\$ 1,931.36	5%	\$ 1,120.23
Door stiffness, defective locks and holes	8/14/2024	TBD	TBD	\$ 1,931.36	5%	\$96.57/ month
TOTAL*						\$ 1,120.23

* The total does not include the potential amounts overpaid after August 13, 2024.

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
10/1/2024	\$ 1,931.36	\$ 1,120.23	\$ 811.13
TOTAL*		\$ 1,120.23	