

CITY OF MOUNTAIN VIEW RENTAL HOUSING COMMITTEE
HEARING OFFICER DECISION PURSUANT TO CHAPTER 5, SEC. F
UNDER THE COMMUNITY STABILIZATION AND FAIR RENT ACT (“CSFRA”)

Rental Housing Committee Case No.:	C23240057 and C23240058(Petition A and Petition B)
Property Address:	251 Higdon Ave.
Affected Units:	Unit █
Petitioner Tenant Name(s):	Keila Garcia
Respondent Owner Name(s)	Leonard and Pamalee Siegal
Hearing Officer:	E. Alexandra DeLateur
Date of Pre-Hearing Conference:	May 13, 2024
Date of Hearing:	July 25, 2024 (Zoom) Record closed August 8, 2024
Date of Mailing:	(See Attached Proof of Service)

I. STATEMENT OF THE CASE *[Procedural history of the case]*

1. The petition in the above case (the “Petition”) was filed by Keila Garcia (“Petitioner”) on or about March 12, 2024 and was accepted by the City on or about April 11, 2024.
2. A Notice of Hearing on Petition was served on April 16, 2024, setting a Hearing on June 5, 2024 with a Prehearing Conference on May 13, 2024, along with a CSFRA Information Sheet.
3. Leonard and Pamalee Siegal (“Respondent” or “Respondents”) filed a response along with documents to support their positions.
4. The parties appeared at the Prehearing Conference on May 13, 2024. A Prehearing Summary and Order was issued dated May 14, 2024. The Order stated that the hearing date would be continued from the original date with a notice to be served later.
5. The Petitioner amended her Petition, causing the hearing to be continued to July 25, 2024 to accommodate all parties’ schedules and allow for Spanish language interpreters to assist the Petitioner. A Notice of Postponement of Hearing was served on parties on June 4, 2024.

6. Respondent filed a Response to the Amended Petition.
7. The matter was heard as scheduled on July 25, 2024. A certified Spanish language interpreter assisted the Petitioner, parties, and hearing officer during the hearing. At the conclusion of the hearing, the Hearing Officer held the record open until the close of business on August 8, 2024 for submission of additional evidence. A Post-hearing Order issued dated July 25, 2024.
8. Respondent filed a supplemental packet of documents and evidence pursuant to the Post-hearing Order.
9. The hearing record closed on August 8, 2024.

II. PARTIES WHO ATTENDED THE HEARING

The following persons attended the Hearing:

Petitioner(s): Keila Garcia (“Tenant” of “Petitioner”)

Respondent(s): Leonard and Pamalee Siegal (“Landlord” or “Respondent”)

Joann Pham, Analyst I, Rent Stabilization Division, City of Mountain View

Alitcel Camacho, Outreach Specialist, Rent Stabilization Division, and Flavia Toledo, Multicultural Engagement Program, City of Mountain View (Spanish language interpreters)

III. WITNESSES

Ms. Keila Garcia, Mr. Leonard Siegal and Ms. Pamalee Siegal, were sworn in and presented testimony and evidence at the hearing.

IV. SUMMARY OF THE EVIDENCE

Petition A: Unlawful rent

The Petition A is based on two assertions: (1) that the Respondent failed to implement the roll back of rent required after the CSFRA went into effect, and (2) that the rent increases were not lawful because the Respondent was not in substantial compliance with the CSFRA at the time. The “substantial compliance” concept applies to registration and fees due to the City and proper notices of rent increases, as well as substantial compliance with CSFRA requirements regarding property maintenance, repairs, hazardous conditions, and safety.

A. Failure to Roll Back Rent

Petitioner entered into an original Lease dated October 1, 2009 for the Unit known as 251 Higdon Ave. ■■■, Mountain View, California (hereafter “Unit”), with monthly rent of

\$795.00 inclusive of water and garbage services. The Respondents testified that they offered tenants a renewal of the lease each year in writing, in the form of a letter. They also raised rent regularly with the renewed leases. The rent charged on October 19, 2015 was \$955.00 per month per Petitioner's Workbook 1. According to the Petitioner's Workbook charts and proof of payments, there were rent increases effective June 1, 2017 to \$988.00, December 1, 2018 to \$1,023.00, October 1, 2019 to \$1,058.00, December 1, 2020 to \$1,088.00, December 1, 2021 to \$1,109.00, and November 1, 2022 to \$1,164.00. Petitioner vacated the property at the end of September 2023. Monthly rent charged at the time Petitioner vacated the property was \$1,164.00.

Respondent Mr. Siegal testified that he requires his tenants to sign a renewal of the original lease each year and that he provides the notices of increases in rent as required by law, usually with sixty (60) days' notice. He challenges the rollback provision of the CSFRA as unlawful based on the California Constitution's Article I, section 9 which does not permit the government to impair a contract as he believes that the renewals of the Leases that were signed by both tenant and landlord create a contract that cannot be altered by the CSFRA law passed by the City of Mountain View.

B. Unlawful rent increase due to Respondent allegedly being out of substantial compliance with the CSFRA

Petitioner alleges that Respondent failed to properly register the property with the City's Rent Stabilization Division and failed to pay the required fees for the CSFRA Program for 2021 and 2022. Respondent presented evidence of correspondence and bank documentation to show that he paid the fees and registered the property in a timely manner for 2023. Respondent also asserts that the City mishandled his paperwork registering the property and payment of the CSFRA fees on their end and any late registration or payments for 2023 are not his fault.

Petition B: Failure to maintain a habitable premises/failure to make repairs resulting in a reduction in housing services

Petitioner presented testimony and evidence that she suffered from Respondent's failure to clean the Unit well upon her signing a new lease, for his removal of a light fixture in the closet, for failure to maintain a safe environment allowing a neighbor to harass her and to destroy her quiet enjoyment of the Unit, and for taking her garden hose.

The most serious issue was the security of the Petitioner's Unit and parking area. Over time, Petitioner and Respondent sparred over the Petitioner installing security cameras around her Unit and carport. Petitioner presented testimony and evidence that a male neighbor was harassing her and scaring her. She is a single mother who drives to work.

Among other conduct, the neighbor allegedly punctured her tires and appeared uninvited in her parking area. He allegedly acted as if he was in love with her while at other times yelling vulgar and angry accusations at her. Petitioner feared for her safety. Respondent explained that they had indeed given permission to Petitioner to install cameras. They would allow cameras that did not harm the building but not allow cameras installed in a manner that caused holes in the stucco or the roof material, thereby harming the integrity of the building. Respondent testified that they believe that they did what was required of as landlords and that their choices were limited regarding the neighbor's conduct towards Petitioner.

The second most discussed issue was the garden hose which Petitioner claimed was brand new and used to water her plants in the yard. Respondent testified that the tenants do not pay for water and were not authorized to use the outside water bibs for gardening. He believes that the Petitioner did not buy the hose new but rather obtained a used hose. He explained that he notified Petitioner several times that she was not authorized to use the outside water for her garden and ultimately confiscated the hose so she would not keep watering; however, he showed that he did not intend to keep it. Rather, he made it available for Petitioner to pick up at his home.

Both parties submitted documentary and photographic evidence and presented testimony.

Burden of Proof for Tenant Petitions:

The Petitioner bears the burden of proof regarding the Petition's request for relief by a preponderance of the evidence. *CSFRA Regulations, Chapter 5, Sections G, subsections (2) and (3)*.

A list of exhibits is attached as Attachment 1 and incorporated herein. All evidence was allowed into the record as no objections to admission were sustained.

ISSUES PRESENTED

- A. Is the Petitioner due any rent refund for a failure to "rollback" rent increases imposed between October 19, 2015 and September 1, 2017, the first effective date for an allowable rent increase under the CSFRA?**
- B. Were the rent increases lawful?**
- C. Was the Respondent in substantial compliance with the CSFRA at the time of the rent increases?**
- D. Did Petitioner suffer from a reduction in housing services due to either the Respondent's failure to maintain a habitable premises or taking the garden hose?**

E. If the Respondent violated the CSFRA, what are the appropriate damages, if any?

V. FINDINGS OF FACT SUPPORTING THIS DECISION

1. Petitioner along with her family resided in the Unit as their primary residence for at least twelve (12) months.
2. The Unit is part of a 4-unit property within the City of Mountain View and a Fully Covered Unit for the purposes of the CSFRA.
3. The parties entered into a Lease for a tenancy starting October 1, 2009 for a term of twelve (12) months with monthly rent of \$795.00 including water and garbage services.
4. Petitioner remained in the Unit for many years, generally pursuant to Renewal of Lease agreements between the parties.
5. The rent for Petitioner's Unit at the time she vacated at the end of September 2023 was \$1,164.00 per month.
6. The lawful Base Rent for this unit is \$955.00 per month including water and garbage, which was the rent charged on October 19, 2015 as stated in Workbook 1.
7. The Annual General Adjustment (AGA) for 2017 is 3.4%.
8. The Annual General Adjustment (AGA) for 2018 is 3.6%.
9. The Annual General Adjustment (AGA) for 2019 is 3.5%.
10. The Annual General Adjustment (AGA) for 2020 is 2.9%.
11. The Annual General Adjustment (AGA) for 2021 is 2.0%.
12. The Annual General Adjustment (AGA) for 2022 is 5.0%.
13. The Annual General Adjustment (AGA) for 2023 is 5.0%.
14. The Petitioner paid \$1,000.00 per month in rent for the months January 2017 through May 2017. It is unclear from the evidence why that amount of rent was paid to Respondent for those months as it does not match the rent stated in any other records.

15. Respondent alleges that Petitioner failed to pay her rent for September and October 2023 and owes \$2,328.00 for those two months (Petitioner vacated by the end of September 2023 but the lease expired on November 30, 2023).
16. Respondent alleges that Petitioner owes him for damages to the Unit that were discovered after she vacated at the end of September 2023.
17. The Respondent has paid the multi-family inspection and housing fees with the Rent Stabilization Division for 2023 as required.
18. The Respondent has substantially complied with the registration requirements for 2023 under the CSFRA.¹
19. Respondent has paid the multi-family inspection and rental housing fees for 2021 and 2022.
20. Respondent has failed to prove that he registered the properties with the Rent Stabilization Division for 2021 and 2022.
21. Not all the lease renewals were provided as evidence at the hearing although Respondent testified that he required the Petitioner to execute a renewal each year for 13 years, often with a rent increase from the prior lease renewal contract.
22. No Notices of Rent Increase or Notices of Change of Terms were issued to Petitioner based on the evidence presented.
23. The fire, health, and safety inspections by the City did not result in any outstanding violations in recent years.
24. Soon after Petitioner moved into the Unit, from about January 2010, she experienced some harassment by the neighbor.
25. Sometime in February 2021, Petitioner communicated with Ms. Siegal regarding her fears and that she needed help to keep the neighbor from harassing her.

¹ Although most landlords register their property online through the City's portal, Respondent chooses to handwrite the forms and mail them and the checks for fees to the City. Apparently, the registration form for 2023 was lost or misfiled or not received because the City notified Respondent that it had not been received and that he would be charged a penalty for late registration. Respondent met his burden to show that he had mailed it timely despite the confusion and re-submitted the registration form in April 2023.

26. In about February 2021, Ms. Siegal suggested that Petitioner contact the police about the harassment.
27. Petitioner visited the police to report the harassment in February 2021.
28. In about February 2021, Ms. Siegal sent a text giving Petitioner permission to install security cameras, but no details of how to do so in a way that would be acceptable to the Respondent.
29. In about April 2023, Mr. Siegal discovered that Petitioner had installed security cameras around her Unit and car port, attaching them to stucco walls and the roof.
30. Respondent demanded that Petitioner remove the security cameras because Petitioner had drilled holes to attach the cameras to the building, causing alterations in the stucco and roof material.
31. On April 6, 2023, April 19, 2023, and July 6, 2023, Respondent sent cease and desist letters to Petitioner demanding that she remove the cameras from the building but implied that she could install a different type of camera. In those letters, Respondent also demanded that Petitioner repair the building alterations using specific materials and colors.
32. Petitioner obtained a Temporary Restraining Order on July 5, 2023 and a Permanent Restraining Order on February 7, 2024 against the neighbor who she claimed was harassing her.
33. On September 7, 2023, Respondent sent a letter to the neighbor who was subject to the Restraining Order (Mr. Mauricio Alegria) and told him to stay away from Petitioner due to the entry of the Restraining Order. Respondent also included a Notice of Lease Violations with the letter.
34. On August 22, 2021, Respondent sent a letter to Petitioner informing her that she may not use the outside water bib and her hose to water plants.
35. Upon discovering that Petitioner was using the outside hose bib after being told to cease, Respondent confiscated the water hose from the property and left a note that Petitioner may pick it up from his residence.
36. On August 29, 2023, Petitioner, through her attorney Jaqueline Ramirez of Community Legal Services of East Palo Alto ("CLSEPA"), submitted to Respondent by email a 30-Day Notice of Intent to Vacate by September 30, 2023 and indicated that Petitioner was exercising her rights under Cal. Civ. Code 1946.7 and stated that she would not be responsible for rent after September 30, 2023.

37. On August 30, 2023, Respondent indicated in an email to Jaqueline Ramirez, Petitioner's attorney at CLSEPA, that he was agreeable to scheduling a move-out inspection, but he will hold Petitioner responsible for rent through the end of the lease in November 2023.
38. On September 21, 2023, Jaqueline Ramirez, Esq. of CLSEPA sent an email to Respondent stating that Petitioner was moving out of the Unit by September 30, 2023, exercised her rights under Cal. Civ. Code 1946.7, and waived the move-out inspection.

VI. LEGAL AUTHORITY

CSFRA Sections 1706 and 1707 regulate rent increases for existing tenancies. A rent increase must be noticed properly in writing. *CSFRA Sec. 1707(c)*. A landlord must include specific language with notice that is often in the form of an Attachment form available on the City's website. The maximum allowable increase for a twelve-month period is set by the Rental Housing Committee (RHC) each year and is referred to as the Annual General Adjustment or "AGA" for that year, available on September first each year.

CSFRA Section 1710 provides that both tenants and landlords may file a petition on several bases for the adjustment of rent, upwards or downwards. Tenants may petition for an individual rent adjustment under subsection (b) for failure to maintain a habitable premises, under subsection (c) for a decrease in housing services or maintenance, or under subsection (d) for unlawful rent. In this matter, Petitioner brought their Petitions under subsections (c) regarding unresolved maintenance/reduction in housing services and (d) for unlawful rent.

CSFRA Section 1713 states, "Non-waivability. Any provision of a Rental Housing Agreement, whether oral or written, which purports to waive any provision of this Article established for the benefit of the Tenant, shall be deemed to be against public policy and shall be void."

Hearing Officer: "an official appointed by the Committee to conduct an investigation or administrative hearing pursuant to this Article." *CSFRA Section 1702(g)*.

Base Rent: "The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with the Act." *CSFRA Regulations, Chapter 2(b)*. In subsection Section 1702(b)(1) states that the Base Rent for tenancies that commence prior to October 19, 2015 is the rent that was in effect on that date.

CSFRA Section 1707(f) states "No Rent Increase shall be effective if the Landlord:

- (1) Has failed to substantially comply with all provisions of this Article and all rules and regulations promulgated by the Committee; or
- (2) Has failed to maintain the Rental Unit in compliance with Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10; or
- (3) Has failed to make repairs ordered by a Hearing Officer, the Committee, or the City.

CSFRA Regulations, Chapter 12, Section B states “Some of the requirements imposed by the CSFRA and the Regulations are considered substantial. Failure to comply with one or more of these requirements, as enumerated in Table 1 below, means a Landlord has not substantially complied with the CSFRA and, therefore, cannot raise rents and/or file a petition for upward adjustment of rent.”

CSFRA Regulations, Chapter 12, Table 1 provides, “1. Landlords must roll back rent to either the rent charged on October 19, 2015, or the amount charged on the move-in date, if the tenancy commenced after October 19, 2015.”

Rent: “All periodic payments and all nonmonetary consideration, including, but not limited to, the fair-market value of goods, labor performed, or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement concerning the use or occupancy of a Rental Unit and premises and attendant Housing Services, including all payment and consideration demanded or paid for parking, Utility Charges, pets, furniture, and/or subletting.” *CSFRA Regulations, Chapter 2(p)*.

Utility Charges: “Any charges for gas, electricity, water, garbage, sewer, telephone, cable, internet, or other service relating to the use and occupancy of the Rental Unit.” *CSFRA Regulations, Chapter 2(v)*.

Housing Services: “Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, Utility Charges that are paid by the Landlord, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.” *CSFRA Regulations, Chapter 2(h)*.

VII. DISCUSSION

A. Preliminary matters regarding Petitioner’s standing to petition for relief:

1. **Standing:** Respondent argued at the hearing that Petitioner had vacated the property prior to filing this Petition and, therefore, is not entitled to seek relief under the CSFRA. The Petitioner is permitted to seek relief pursuant to CSFRA Regulations, Chapter 4, Section D(7) which states:

The RHC will not accept petitions for a Downward Adjustment of Rent from a former Tenant of a Covered Unit that are filed more than one hundred eighty (180) days after the former Tenant vacated the Covered Unit, regardless of whether their tenancy of the Covered Unit was terminated voluntarily or involuntarily.

Petitioner vacated the Unit on September 30, 2023 and filed her Petition on about March 12, 2024. The Petition was filed 133 days after she vacated the Unit and therefore meets the requirement to file a petition within 180 days of her vacating the Unit. Petitioner has standing to file a petition for relief under the CSFRA.

2. Constitutional argument against the rollback of rents to October 19, 2015 level:

The Community Stabilization and Fair Rent Act (“CSFRA”) was passed by the voters of the City of Mountain View on November 8, 2016 as “Measure V” and became effective on December 23, 2016, (10) days after the City Council certified the results of the vote. The charter amendment confers power on the Rental Housing Committee (RHC) to administer the program in Section 1709. Subsection (d)(4) authorizes the RHC to appoint hearing officers for the limited purpose of hearing petitions for individual rent adjustments. The delegation of duties to the hearing officers is limited to applying the CSFRA when a petition is filed and set for hearing. A “Hearing Officer” is defined in Section 1702(g) as “an official appointed by the Committee to conduct an investigation or administrative hearing pursuant to this Article.” Hearing Officers do not have the authority to consider the validity of the CSFRA and, therefore, this decision will not address the issue of validity or constitutionality of a voter-approved city charter amendment.

Furthermore, Respondent’s determination to enter into new leases (contracts) every year that increase rent but not to follow the CSFRA is a direct effort to end-run the spirit and technical requirements of the law. An existing tenant need not sign a new lease/renewal lease to continue a tenancy in Mountain View. A refusal to sign a lease with a significant change of terms (such as an increase in rent or reduction in services) is not a basis for a Just Cause termination at the state and local levels. The CSFRA, Section 1705, is the local law that would apply. If one follows the Respondent’s evidence and arguments, he can simply tell the tenant that he is willing to renew the tenancy if the tenant agrees to pay more rent, but the implication is that the tenant is not permitted to stay in the unit otherwise. That argument would negate the tenant protections altogether. Respondent might argue that a tenant signature on a renewal lease serves

as a waiver of the tenant's rights under the CSFRA. However, this would also fail as no waiver of the tenant's rights under the law can be waived orally or in writing. See, *CSFRA Section 1713*.

Also, by refusing to use the forms and give the proper notice of rent increases, the Respondent failed to give the Petitioner any information on the CSFRA and her rights as a tenant. This conduct serves his purpose of avoiding scrutiny.

B. Rent Roll Back

Section 1702(b) defines Base Rent. "Base Rent: The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with the Act." *CSFRA Section 1702(b); CSFRA Regulations, Chapter 2(b)*. Subsection 1702(b)(1) of the CSFRA states that the Base Rent for tenancies that commence prior to October 19, 2015 is the rent that was in effect on that date. This means that if the rents were greater than the amount in effect on October 19, 2015 at the time that the law went into effect (December 23, 2016), the tenant was entitled to a rollback of rent to that lower level. Any rent increase starts with this "reference point" of Base Rent.

In this case, the evidence shows that the tenancy commenced prior to October 19, 2015 and the monthly rent in effect on October 19, 2015 was \$955.00, including water and garbage. Therefore, \$955.00 is the Petitioner's Base Rent and includes water and garbage services. The Respondent did not produce a rent ledger or history of the tenancy. He did not object to the Petitioner's Worksheet 1 except to correct what he considered an error, but which is correct per the Petitioner's Worksheet 2 and proof of rent paid.

The CSFRA, Section 1707 "Rent Increases Pursuant to Annual General Adjustment," Subsection (a)(3) states,

Pursuant to Subsection (a) herein, the Committee's first announcement of an Annual General Adjustment shall be made no later than June 30, 2017. Accordingly, the first Rent increase that a Landlord may impose pursuant to this Article shall not take effect prior to September 1, 2017.

The evidence presented shows that Petitioner's monthly rent was raised from \$955.00 to \$988.00 effective June 1, 2017. This is an unlawful rent increase as it violates CSFRA Section 1707(a)(3); Therefore, the Petitioner's rent should have been rolled back to \$955.00 per month until a lawful rent increase was implemented.

C. Were the rent increases lawful?

After the CSFRA went into effect, Respondent raised rent for the Petitioner's tenancy each year, although not exactly every twelve months. As set forth above, the first rent increase following the effective date of the CSFRA in June 2017 was unlawful. Therefore, all the calculations that followed are invalid, even if the increases were procedurally proper, which they were not.

Based on the evidence presented, Respondent did not serve any notices of rent increase form or letter, but rather offered the Petitioner annual renewals of her original 2009 lease with a higher rent each year. After holding the evidentiary record open after the hearing for Respondent to provide additional evidence, including notices of rent increases, no evidence of CSFRA-compliant notices regarding rent increases were submitted. Petitioner testified that she would ask for a notice and Mrs. Siegal would promise to provide it, but it was not received.

It should be noted that Respondent raised the rent modest amounts, although not exactly according to the CSFRA's allowed AGA (Annual General Adjustment) as required by CSFRA Section 1707(a). Some of the rent increases were implemented more frequently than every twelve (12) months in violation of CSFRA Section 1707(b).

However, Respondent wholly failed to comply with the requirements for notices of a rent increase in CSFRA Section 1707(c) and the CSFRA Regulations that implement the law. Section 1707(c) states that "Allowable Rent increases pursuant to the Annual General Adjustment shall become effective only after the Landlord provides written notice to the Tenant in the manner prescribed by law, with at least thirty (30) days' advance written notice." Chapter 7 of the CSFRA Regulations governs Procedures for Annual General Adjustments. Subsection (B)(1) provides,

In addition to the notice requirement identified in California Civil Code Section 827, or any successor legislation, any notice requesting an increase in Rent *must* include a form notice to Tenants regarding the CSFRA in substantially the same form as the form notice published by the Rental Housing Committee as it may be updated from time to time. [emphasis added]

The RHC form for requesting a rent increase is published online, easily available from the Rent Stabilization Division, and universally utilized by Mountain View landlords. If Respondent chooses to draft his own form of notice, it must be substantially similar and include all the required information on the CSFRA. In this matter, Respondent chose to ignore this notice requirement and issue letters offering renewal of the lease with an increase in rent. No CSFRA-compliant notice of rent increase was produced by either party despite the repeated rent increases over the years 2017 through 2022.

By refusing to provide his tenants in Covered Units with the CSFRA form for increasing rent or a similar notice, the Respondent also failed to make his tenants aware of their rights under the law.

Respondent was not in substantial compliance with (1) CSFRA Section 1707(a) regarding the rollback of rent, (2) CSFRA section 1707(c) and CSFRA Regulations, Chapter 7(B)(1) regarding notices of all the rent increases implemented since the law went into effect, and (3) CSFRA Section 1707(b) regarding a limit of one increase per year because there were attempted rent increases less than twelve months after the prior increase. The analysis starts and ends with the violation of the rollback provision, but the Respondent may wish to address these other violations in the future to fully comply with the law.

Therefore, Respondent collected unlawful rents in excess of the Base Rent of \$955.00 from June 2017 through September 2023 and those unlawful rents must be refunded to Petitioner. The total amount of unlawfully collected (“excess”) rent is **\$8,530.00** calculated as follows:

Time Period	Monthly Rent Paid	Number of Months	Lawful Base Rent	Excess Monthly Payment above Base Rent	Total Excess Payments
1/2017-5/2017	\$1,000.00	5	\$955.00	\$45.00	\$225.00
6/2017-11/2018	\$988.00	18	\$955.00	\$33.00	\$594.00
12/2018-11/2018	\$1,023.00	10	\$955.00	\$68.00	\$680.00
10/2019-11/2020	\$1,058.00	14	\$955.00	\$103.00	\$1,442.00
12/2020-11/2021	\$1,088.00	12	\$955.00	\$133.00	\$1,596.00
12/2021-10/2022	\$1,109.00	11	\$955.00	\$154.00	\$1,694.00
11/2022-9/2023	\$1,164.00	11	\$955.00	\$209.00	\$2,299.00
Total Excess Payments					\$8,530.00

D. Were Respondents in substantial compliance with the registration and fees required by the CSFRA landlords?

All landlords with Covered Units under the CSFRA must pay a rental housing fee and a multi-family inspection fee to the City. As a separate matter, the landlords must register the property with the Housing Division. The registration form includes information on each unit, such as size, current rent, and latest increase in rent.

In this matter, Petitioner asserted that the Respondent had not registered the property for 2021 and 2022; however, the property was registered for 2023 which was the final year of Petitioner's tenancy. Respondent provided copies of checks to show that he paid the housing fee for 2016, 2017, and 2023. He also showed copies of checks to show that he paid the multi-family inspection fees for 2018, 2019, 2020, 2021, 2022, 2023, and 2024. However, the only registration form with the detailed information that was provided is the 2023 form. The City's Community Portal showed that the property was not registered for 2021 or 2022. Nothing that the Respondent provided proves otherwise.

Therefore, the Respondent was not in substantial compliance with the CSFRA for 2021 and 2022 despite having registered the property and paying both types of fees for 2023. Ultimately, Respondent's failure to implement the rollback in 2017 invalidated the subsequent rent increases and the Respondent's failure to be in substantial compliance with the CSFRA registration requirements for 2021 and 2022 is not determinative to this Petition.

E. Maintenance and Repairs/Failure to Maintain a Habitable Unit/Reduction in Housing Services

CSFRA Section 1710 provides that both tenants and landlords may file a petition on several bases. Tenants may petition for an individual rent adjustment under subsection (b) for failure to maintain a habitable premises, under subsection (c) for a decrease in housing services or maintenance, or under subsection (d) for unlawful rent. In this matter, Petitioner brought their Petition under subsections (b) and (d) regarding unresolved maintenance/reduction in housing services and habitability issues.

Petitioner outlined two (2) bases for her Petition B:

1. Petitioner argued that she suffered years of harassment and abuse from a neighbor, Mauricio Alegria². Petitioner stated that despite repeated requests for help, the Respondent failed to take action to protect her or to address the conduct that was inappropriate. She stated that she feared for her welfare and ultimately moved out rather than bear further harassment. She obtained a court restraining order against Mr. Alegria. She further stated that she was in therapy and under medical care due to the neighbor's conduct. The specific interactions between Petitioner and Respondent

² Petitioner refers to him as Mauricio Alegria, but Mr. Siegal addressed the September 7, 2023 letters to him as "Luis M. Alegria."

revolved around Petitioner's installation of security cameras around her Unit and her assigned parking area.

2. Petitioner argued that Respondent "stole" a garden hose that she says was new. She used the hose to water plants outside her Unit in the common area.

Each basis will be discussed below.

Petition B asks the Petitioner to place a value on the unmet repairs and maintenance issues, in the form of a rent reduction, for the hearing officer to consider. Petitioner has listed her values in the Petition; however, the hearing officer has discretion to award a different value as appropriate.

1. Lack of Security as a form of lack of habitability:

The evidence presented shows that Petitioner installed security cameras outside her door(s) and her parking area to deter and/or obtain video evidence of the neighbor's inappropriate conduct towards her. She detailed in her testimony and her application for a restraining order the type of conduct that would make any person uncomfortable and fear for their welfare. The neighbor allegedly followed her around, lurked by her doors, showed up near her car or door uninvited, sometimes indicated a sort of crush on her but then turned and swore at her in a loud voice, punctured her tires, destroyed her security equipment, placed poison ivy in the landscape bin, and generally upset her. Petitioner testified that the neighbor's inappropriate behavior started soon after she moved into the Unit, around 2010, and continued until she moved out in September 2023. She claims that she spoke to Mrs. Siegal in 2010 but did not get any support. She then brought it up in 2021 and was told to go to the police because the landlord could not do anything about it.

Respondent testified that he and his wife were unaware of the neighbor's unsettling conduct until 2021. They told her to report to the police because they had no evidence of who to believe. Respondent testified that they spoke with a police officer who was following up on the Petitioner's report and it did not lead to any action. Respondent stated that he asked Mr. Alegria if he was interacting with the Petitioner in the ways that she complained about, but he denied it. However, once Respondent was aware of the court-ordered Restraining Order, they wrote a letter to Mr. Alegria and a) told him to stay away from Petitioner and b) offered to let him out of their Lease to move out early.

Both parties agree that Petitioner texted Respondent Mrs. Siegal and asked for permission to set up security cameras and Respondent gave a general permission in February 2021. The disagreement resulted in what type of camera and installation was used. Respondent stated that he assumed that the Petitioner would coordinate and discuss what type of camera was allowed rather than simply installing cameras by attaching them to the outside of the building, to the stucco and the roof. Respondent objected to the installation of the cameras but not the fact that Petitioner wanted to use security cameras for her personal security.

There are photos of security cameras attached to the stucco walls of the building and the roof area by the parking area. Respondent has a legitimate concern that holes that are drilled into these surfaces may affect the integrity of the building. Respondent's letters to remove the cameras because their installation breached the Lease were not unreasonable. He testified that he tried to speak to Petitioner about alternative cameras that do not need to be attached to the building. He even spoke to Petitioner's adult son about removing the outside cameras. What is absent in the texts, correspondence, and conversations is a sense of how fearful the Petitioner was about the neighbor's conduct. The Respondent deals with this situation as dispassionately as one would any other technical violation of a Lease, such as a failure to pay rent or a parking violation. He said that he assumed that the parties would discuss acceptable installation of security cameras, but there is little in the record to show that either that 1) he specified the types of cameras and installation that would not be a violation of the Lease or 2) he offered to actually help with installation of such cameras.

Petitioner succeeded in showing that the neighbor's conduct was harassing and inappropriate to the extent that she obtained a court-ordered Restraining Order against him. Her evidence for the court case showed that she had amassed significant proof of the unsettling situation. The fact that Respondent asked the neighbor about her claims, and the gentleman denied it does not justify doing so little to help the Petitioner. By the time that she presented Respondent with a court order, it is beyond clear that Petitioner's claims of harassment and inappropriate conduct were true. She felt that the Respondents sided with Mr. Alegria and would not take any action to help her until she had suffered for years with anxiety, loss of sleep, and other effects of stress, effectively making her Unit uninhabitable.

In the Petition, the Petitioner listed as the value of the loss of security in her own Unit is \$500.00 per month and seeks compensation from October 2009 through September 2024 at that rate. The total lawful rent for this Unit is \$955.00 and it is unfair to award over one-half of the rent as a refund to Petitioner for the lack of security issue. Although problematic, she received housing services for her family that can be reasonably valued at \$705.00 per month.

After review of the evidence and testimony, the hearing officer awards Petitioner compensation for thirty-two (32) months of living with a lack of security that amounts to a breach of habitability by the Respondents. Although Petitioner testified that she told Mrs. Siegal about the ongoing harassment as early as 2010, the evidence supports that the Respondents clearly knew of this situation as of February 2021. At that point, the Respondents had sufficient knowledge of a problem to become alarmed and address the problem, as a security issue and as a “quiet enjoyment” issue. All parties agree that Petitioner’s request to install security cameras was granted but no specific guidance was shared about how to do it. If Respondents had a specific type of security camera or installation that they would approve, they should have shared that information in writing soon after Petitioner’s request was granted. Furthermore, they could have offered to install the cameras while simultaneously protecting the building, even if they asked the tenant to contribute to the cost of it. There were options that the Respondents failed to explore that would have avoided the disagreement about removing the cameras that has caused so much acrimony. The loss of security was evident and documented from February 2021 through the remainder of Petitioner’s tenancy when she vacated the Unit at the end of September 2023 (32 months).

The Petitioner is awarded thirty-two (32) months of compensation for this lack of security and failure to assist a tenant to create a secure Unit at the rate of \$250.00 per month for a total of \$8,000.00.

2. Garden Hose/Prohibition on tenant using the outside water spout:

Petitioner was watering plants in the common garden area outside her Unit. She stated that she purchased a new hose which she used for the purpose. Mrs. Siegal testified that around mid-2021, the water bill for the whole property doubled and the landlord pays the entire water usage for the property. Upon investigation, the Respondents found no leaks in the water system but that a tenant (not Petitioner) was using the water spout to wash cars, and a letter was sent to all tenants to cease using the outside water spouts. The Respondents argue that the Lease Renewal Agreements do not give tenants the right to use the outside water spouts for any reason. Indeed, the Lease Renewal Agreements effective December 1, 2021-November 30, 2022 and December 1, 2022-November 30, 2023 include language in paragraph 3(a) prohibiting “outside watering.” The spouts were taped shut. In August 2021, the Respondents found that the tape was removed from the water spout near Petitioner’s Unit and a hose was attached. On August 21, 2021, he sent a letter to Petitioner to cease using the water for the garden. Respondents state that this happened a second time and they took the garden hose and left a note at the Unit to say that Petitioner could pick it up at their

home. Petitioner mentioned that she was the only tenant who was not permitted to use the outside water, but there was no other proof of this.

Both parties spent considerable time arguing about this garden hose. The issue illustrates why the Petitioner felt she was picked on by the Respondent and why the Respondent felt that his rules and property were disrespected. In order to be considered a reduction in housing services, the garden hose and water for the outside garden would have to be services that Petitioner had previously had and now has lost. The original Lease in 2009 was silent on the issue. It is unclear whether the lease renewals prior to 2021 allowed the tenants to use the outside water for gardening or any other purpose. Petitioner did not provide testimony about her use of the water for gardening until after this dispute arose in 2021; therefore, one cannot determine if the hose was generally used and a presumed housing services over the years.

There was insufficient evidence to determine if the garden hose was used when Petitioner acquired it or if she purchased it new. It is quite possible that the Petitioner obtained a used hose as referred to in the text and later purchased a new one. The Respondent took possession of something that was not his. On the other hand, the Petitioner continued to use the outside water spout, knowing that she did so without the Respondent's permission and at their cost. The CSFRA does not provide a remedy for theft of the hose.

Petitioner seeks \$50.00 for the hose and does not want the hose back, despite Respondent's efforts to return it. Although this claim is framed as a reduction in housing services, Respondent asserts that the claim is for theft and is not authorized by the CSFRA.

The Petitioner did not meet her burden to show that the loss of use of the outside water spout amounted to a decrease in housing services; therefore, no award is given.

Additional matters:

Respondent has raised certain legal arguments that will be discussed here, or an explanation is provided as to why they cannot be addressed in this decision.

- a) Respondent argued that the Petition is untimely because of a one-year statute of limitations. He submits that CSFRA Section 1714 (b) allows for treble damages in the same way that the San Francisco rent control ordinance did in the two cases that he cited and provided, which imposed a one-year statute of limitations on the claimant. *Menefee v. Ostawari*, 228 Cal.App.3d 239 (Cal. Ct. App. 1991) 278 Cal.Rptr. 805 [statute of limitation based on the treble damages in San Francisco Rent Control Ordinance Section 37.9]; *Sylvie v. Riley*, 15 Cal.App.4th 23 (Cal. Ct. App. 1993) 18

Cal.Rptr.2d 608 [same holding based on San Francisco Rent Control Ordinance mandatory treble damages provision]. CSFRA Section 1714(b) allows a petitioner to file “a civil suit in the courts” and ask for actual damages, as well as attorneys’ fees. If the petitioner prevails and proves that the respondent acted “willfully, with oppression, fraud or malice,” the petitioner must be awarded treble damages. This section permits a superior court to award treble damages in certain situations but does not mandate an award of treble damages. Therefore, the parallel is a faulty one.

The CSFRA and its Regulations only provide statutes of limitations for specific actions and otherwise allow tenants to utilize the CSFRA processes to seek relief on their own timeline. There is a statute of limitations for seeking review of rent concession-related rents in CSFRA Regulations, Chapter 4(G)(6), hardship petitions pursuant to CSFRA Regulations Ch. 7(C) and Ch. 6(H), and as mentioned earlier, for former tenants pursuant to CSFRA Regulations Ch.4 (D)(7). There is no general statute of limitations for relief under the law which is significant because the City Council and Rental Housing Committee clearly chose to impose one in specific circumstances.

- b) Respondent argues that California Code of Civil Procedure section 431.70 allows any award of monies to Petitioner to be offset by Respondent’s “cross-demand” for money against the Petitioner based on his calculation of damages upon the inspection after she vacated plus two months’ rent until the end of the Lease Renewal Agreement. The California Code of Civil Procedure does not apply to the CSFRA petition process. Rather, it applies to actions filed with the superior courts of the state.

Hearing officers under the CSFRA are authorized to enforce the law by holding hearings on “...adjustments, upward or downward, of the Rent for any given tenancy in accordance with the standards set forth in this Section and set forth in the procedures set forth in Section 1711 herein and implementing regulations.” *CSFRA Section 1710*.

Although Respondent would like to offset his list of damages to the Unit, this is not the forum for him to prove those claims and he did not try to prove them. He has remedies at law which he can pursue.

- c) Respondent asserted that the letter from Community Legal Services in East Palo Alto dated August 29, 2023 to the Respondents was not a valid notice because it was signed by an attorney and not the tenant. A legal notice by

an authorized legal representative is generally valid. However, Cal. Civ. Code 1946.7 requires specific information to be provided to the landlord in writing. This decision will not address the validity of the letter as a 30-day notice of intent to vacate or as a claim that Petitioner was excused from responsibility for rent after moving out prior to the end of her Lease because the hearing officer's authority is limited as explained above.

VIII. DECISION

A. *Unlawful rent*

1. The Petitioner's correct Base Rent is \$955.00 inclusive of utilities not otherwise sub-metered;
2. Petitioner's overpayments are recoverable from Respondent as unlawful rent in the total amount of \$8,530.00 for unlawfully collected rent from January 1, 2017 through September 30, 2023;
3. Petitioner is entitled to any overpayments in excess of the lawful rent of \$955.00 per month after September 30, 2023³ until this decision has become final. If there is a factual dispute between Petitioner and Respondent about the amount to be refunded, either party may request a Compliance Hearing pursuant to CSFRA Regulations, Ch. 5, Section J(1);

B. *Habitability/Reduction in Services Issues:*

Petitioner is entitled to a refund of rent paid as set forth here:

1. Lack of safety and security for the final 32 months of the tenancy: \$8,000.00;
2. Respondent taking the garden hose: \$0; and

C. Total amount owed by Respondents to Petitioner: \$16,530.00.

Decision Guidelines

1. Respondent shall refund to Petitioner the total amount of \$16,530 as outlined in Attachment 2, Award Schedule, appended hereto, and is due and payable to Petitioner immediately. If said amount is not paid, Petitioner shall be entitled to a money

³ The Respondent alleges that Petitioner owes rent through November 2023 pursuant to her Lease. Petitioner alleges that she was entitled to break her Lease with 30 days' notice and that she gave proper notice on August 29, 2023 that she would vacate by September 30, 2023. There was no evidence of any payments of rent beyond September 30, 2023; however, if Respondent prevails on his argument that he is due two months of rent in a court action, it shall be at the rate of \$955.00 per month per this decision.

judgment in the amount of the unpaid payments in an action in court or any other administrative or judicial or quasi-judicial proceeding.

2. In the event that this Decision is appealed, the final appeal decision shall include an updated refund schedule as applicable. Additionally, if this Decision is appealed, pending the outcome of the appeal, this Decision will not be considered final.
3. The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
4. 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).

(see Attachment 2: Decision Award Spreadsheet).

IT IS SO ORDERED.

/s/ E. Alexandra DeLateur

E. Alexandra DeLateur, Hearing Officer

Dated: September 24, 2024

ATTACHMENT 1 LIST OF DOCUMENTARY EVIDENCE

251 HIGDON AVE. ■

Hearing Officer Exhibits

1. The Petition filed by Keila Garcia on or about March 12, 2024 and was accepted by the City on or about April 11, 2024.
2. A Notice of Hearing on Petition was served on April 16, 2024, setting a Hearing on June 5, 2024 with a Prehearing Conference on May 13, 2024.
3. Pre-hearing Order and Notice of Prehearing Order dated May 14, 2024
4. Information from the City of Mountain View regarding building code, fire, and safety violations at 2120 W. Middlefield Rd., Mountain View, California with a report showing no outstanding fire, health, or safety violations
5. Information from the City of Mountain View Rent Stabilization Community Portal regarding the status of the registration of the property with the CSFRA program and the annual fees indicating that the Respondent has complied with registration of the property and paid the required fees for 2023 but not 2021 and 2022
6. A notice of Postponed Hearing was served June 4, 2024 setting the new hearing on July 25, 2024
7. A Post-hearing Order issued dated July 25, 2024

Petitioner Exhibits

1. Petition A/B
2. Workbook A/B
3. Lease dated October 1, 2009
4. Check receipts for 2016-2023
5. Lease Renewal dated October 30, 2021
6. Photo of Landlord's note re: hose is available for pick up
7. Emails October 1 and 2, 2023 between Landlord and CLSEPA re: condition after move out
8. Emails with photos of the unit from Landlord (duplicates)
9. Amended Petition A/B
10. Amended Workbook A/B
11. Tenant's explanations in Spanish
12. Tenant's explanations translated in English
13. Letter dated 8/29/23 from CLESPA to Landlord called 30 Day Notice to Vacate
14. Letter dated 7/31/23 from CLESPA to Tenant's health team to request a disability reasonable accommodation to keep the three cameras

15. Emails dated 10/2/23 between CLSEPA and Landlord
16. Photos of cameras installed around the unit
17. Photos of the unit from Landlord (duplicates)
18. Series of texts between Tenant and Landlord about security cameras, neighbor issue, punctured tires, paint, etc.
19. Video of the phone video of the Landlord's visit to the unit
20. Restraining Order documents 1 (112 pages)
21. Restraining Order documents 2 (22 pages)

Respondent Exhibits

1. Respondent's Response to Petition with attachments
2. Letter to Tenant dated August 22, 2021
3. Letter to Tenant dated April 6, 2023
4. Letter to Tenant dated July 6, 2023
5. 3 photos of outside cameras
6. Email to Landlord from CLESPA waiving right to move-out inspection
7. Letter to Tenant dated July 1, 2023
8. Letter to the City of Mountain View Community Development Department (Rent Stabilization Program) dated August 30, 2023 re: compliance issues
9. Letter to the City of Mountain View Community Development Department (Rent Stabilization Program) dated April 4, 2023 re: compliance issues
10. Copy of front and back of check no. 8592 dated January 6, 2023 from Landlord to the City of Mountain View in the amount of \$24.00
11. Letter from the Rent Stabilization Program dated April 13, 2023 to Landlord re: property registration
12. Copy of "second submission" of Property Registration form filled out by Landlord
13. Copy of envelope addressed to Tenant, postmarked October 20, 2023, and returned to Landlord as undeliverable.
14. Respondent's Response to AMENDED Petition with attachments A through H
15. Letter to Tenant dated April 19, 2023 re: removal of cameras
16. Lease Renewal dated November 1, 2022
17. Notice of Lease Violation dated September 7, 2023 to Mr. and Mrs. Alegria, Unit #3 with attachments
18. Copy of a page from a legal book re: Section 9 Bills of attainder; Ex Post Facto laws; Obligation of Contract

Respondent Supplemental Evidence Post-hearing

19. Short narrative statement with photos and texts (already submitted)

20. Copies of Rental Housing Invoices for the multi-family inspection fees for 2021 and 2022
21. Copies of cancelled checks (front and back to the City of Mountain View for the payment of rental housing fees for 2016, 2017, 2021, 2022, and 2023 and for multi-family inspection fees for 2018, 2019, 2020, 2021, 2022, 2023, and 2024
22. Copies of two cases: *Menefee v. Ostawari* 228 Cal.App.3d 239 (Cal. Ct. App. 1991) 278 Cal.Rptr. 805 [statute of limitation based on the treble damages in San Francisco Rent Control Ordinance Section 37.9]; *Sylvie v. Riley* 15 Cal.App.4th 23 (Cal. Ct. App. 1993) 18 Cal.Rptr.2d 608 [same]
23. Copy of California Code of Civil Procedure section 431.70

Hearing Officer Decision re Base Rent

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Additional	
		Services Paid	Concessions Used
10/2015	\$ 955.00	\$ -	\$ -
BASE RENT			\$ 955.00

Hearing Officer Decision re Unlawful Rent

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Additional		Lawful Rent	Payments in Excess by Petitioner
		Services Paid			
1/2017	\$ 1,000.00	\$ -	\$ -	\$ 955.00	\$ 45.00
2/2017	\$ 1,000.00	\$ -	\$ -	\$ 955.00	\$ 45.00
3/2017	\$ 1,000.00	\$ -	\$ -	\$ 955.00	\$ 45.00
4/2017	\$ 1,000.00	\$ -	\$ -	\$ 955.00	\$ 45.00
5/2017	\$ 1,000.00	\$ -	\$ -	\$ 955.00	\$ 45.00
6/2017	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
7/2017	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
8/2017	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
9/2017	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
10/2017	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
11/2017	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
12/2017	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
1/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
2/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
3/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
4/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
5/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
6/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
7/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
8/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
9/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
10/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
11/2018	\$ 988.00	\$ -	\$ -	\$ 955.00	\$ 33.00
12/2018	\$ 1,023.00	\$ -	\$ -	\$ 955.00	\$ 68.00
1/2019	\$ 1,023.00	\$ -	\$ -	\$ 955.00	\$ 68.00
2/2019	\$ 1,023.00	\$ -	\$ -	\$ 955.00	\$ 68.00
3/2019	\$ 1,023.00	\$ -	\$ -	\$ 955.00	\$ 68.00
4/2019	\$ 1,023.00	\$ -	\$ -	\$ 955.00	\$ 68.00
5/2019	\$ 1,023.00	\$ -	\$ -	\$ 955.00	\$ 68.00
6/2019	\$ 1,023.00	\$ -	\$ -	\$ 955.00	\$ 68.00
7/2019	\$ 1,023.00	\$ -	\$ -	\$ 955.00	\$ 68.00
8/2019	\$ 1,023.00	\$ -	\$ -	\$ 955.00	\$ 68.00
9/2019	\$ 1,023.00	\$ -	\$ -	\$ 955.00	\$ 68.00
10/2019	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
11/2019	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
12/2019	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
1/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
2/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
3/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
4/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
5/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
6/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
7/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
8/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
9/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
10/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
11/2020	\$ 1,058.00	\$ -	\$ -	\$ 955.00	\$ 103.00
12/2020	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00
1/2021	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00
2/2021	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00
3/2021	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00
4/2021	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00
5/2021	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00
6/2021	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00
7/2021	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00
8/2021	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00
9/2021	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00
10/2021	\$ 1,088.00	\$ -	\$ -	\$ 955.00	\$ 133.00

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Additional Services Paid	Lawful Rent	Payments in Excess by Petitioner
11/2021	\$ 1,088.00	\$ -	\$ 955.00	\$ 133.00
12/2021	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
1/2022	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
2/2022	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
3/2022	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
4/2022	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
5/2022	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
6/2022	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
7/2022	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
8/2022	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
9/2022	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
10/2022	\$ 1,109.00	\$ -	\$ 955.00	\$ 154.00
11/2022	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
12/2022	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
1/2023	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
2/2023	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
3/2023	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
4/2023	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
5/2023	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
6/2023	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
7/2023	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
8/2023	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
9/2023	\$ 1,164.00	\$ -	\$ 955.00	\$ 209.00
TOTAL				\$ 8,530.00

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	Monthly Rent Reduction Awarded	Total Rent Reduction Awarded
Lack of safety and security	2/1/2021	9/30/2023	32.0	\$ 955.00	\$ 250.00	\$ 8,000.00
Removal of use of outdoor water spout	n/a	n/a	n/a	\$ 955.00	n/a	n/a
TOTAL						\$ 8,000.00

TOTAL REFUND OWED TO PETITIONER* \$ 16,530.00**

Refund Schedule

Month/Year Refund Due	Overpayment Type	Refund Due
11/2024	Unlawful Rent	\$ 8,530.00
11/2024	Housing Service Reduction	\$ 8,000.00
TOTAL		\$ 16,530.00