

Tentative Appeal Decision
Petition No. C23240065

Rental Housing Committee
Tentative Appeal Decision

Petitions C23240065

The Rental Housing Committee of the City of Mountain View (the "RHC") finds and concludes the following:

1. Summary of Proceedings

Initial Petition

On May 13, 2024, Tenant Evan Crowe ("**Petitioner**") filed a petition for downward adjustment of rent (the "**Petition**") (Tenant's Exhibit #1) related to the property located at 1921 California Street, Unit ■■■, Mountain View, CA 94043 ("**Property**"). The Property is owned by Le Parc Dauphine Apartments, LLC, which was represented in the proceedings by the managing partner of the LLC and property manager, Jeff Zell of Zell Associates, Inc. (hereinafter "**Respondent**"). The onsite resident manager for the Property, Prashant Aswani ("Mr. Aswani") and the maintenance technician for the Property, Orlando Guido ("Mr. Guido") testified on behalf of Respondent. Petitioner and Respondent are collectively referred to herein as the "**Parties**."

On July 3, 2024, a notice of hearing was issued with a hearing date scheduled for August 12, 2024, at 3:30 P.M. Respondent requested a postponement on the same date, and the Hearing Officer granted the request for good cause shown. A Notice of Hearing Officer Granting Postponement of Prehearing Meeting and Hearing on the Petition was issued on the same date, postponing the hearing to August 20, 2024.

The Petition requested a downward adjustment of rent on the basis that Respondent had reduced Housing Services and/or maintenance without a corresponding reduction in Rent in violation of the Community Stabilization and Fair Rent Act ("**CSFRA**"). Specifically, the Petition alleged that the drain in the bathroom sink runs slowly on an intermittent but frequently recurring basis, and that Respondent had indicated they would take no further action to address the drain issue after Petitioner's most recent maintenance request in March 2024.

On July 30, 2024, a pre-hearing conference was conducted by the Hearing Officer via videoconference. Petitioner and Respondent were present on the call. Hearing Officer and the Parties discussed the administrative procedure that would be followed at the hearing and whether additional evidence would be requested. A Notice of Hearing Officer's Pre-Hearing Order and Notice of the Hearing were served on the Parties on July 31, 2024. (HO Exhibits #4 and #5). The Parties submitted additional documentary evidence prior to August 12, 2024. The hearing was held on August 20, 2024. The Hearing Officer issued a Post-Hearing Order on the same day requesting further evidence from the Parties on or before August 26, 2024. The Parties submitted the requested documents on or before August 26, 2024; thereafter, the Hearing Record was closed on September 4, 2024. The Hearing Officer issued a decision on October 2, 2024 ("**HO Decision**"). The Hearing Officer's Decision was served on the parties on October 3, 2024.

Appeal

CSFRA section 1711(j) states in part that "[a]ny person aggrieved by the decision of the Hearing Officer may appeal to the full Committee for review." Regulation Chapter 5 section H(5)(a) provides that the RHC

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"shall affirm, reverse, or modify the Decision of the Hearing Officer, or remand the matters raised in the Appeal to a Hearing Officer for further findings of fact and a revised Decision" as applicable to each appealed element of the decision.

A timely appeal of the Decision was received from the Respondent on October 14, 2024. (**Appeal**).

2. Summary of Hearing Officer Decision

The Hearing Officer issued a detailed decision on the Petition summarizing the evidence and making findings of fact and conclusions of law. The Hearing Officer found the following:

1. Petitioner met their burden of proof that Respondent had failed to adequately maintain and repair the bathroom sink in the Property so that it drains normally on a consistent basis. Respondent's failure constitutes a decrease in Housing Services and maintenance pursuant to CSFRA Sections 1702(h) and 1710(c).
2. Pursuant to CSFRA Section 1714(a), Petitioner was entitled to a total rent refund of \$496.44 for the decrease in Housing Services and maintenance for the period from March 11, 2024, through August 20, 2024. Petitioner was also entitled to an ongoing monthly rent reduction of \$93.84, or 4.125 percent of monthly rent payments, whichever is greater, until such time that the drain issue is resolved by Respondent.
3. Finally, pursuant to CSFRA Section 1707(f)(1), the rent increase demanded by Respondent effective August 19, 2024 was nullified because (1) Respondent was not in substantial compliance with the CSFRA at the time that the rent increase was imposed due to the reduction in Housing Services and maintenance and (2) it was imposed prior to the expiration of the initial rental agreement between Petitioner and Respondent, thus resulting in the collection of unlawful rent. Petitioner was entitled to a refund of all amounts unlawfully demanded and retained by Respondent due to the improper rent increase, including \$44.03 for the period from August 19, 2024 through August 31, 2024, and any rent demanded and retained beginning September 1, 2024 in excess of the lawful rent of \$2,275.00 for the unit.

3. Appealed Elements of Hearing Officer Decision

Regulation Chapter 5 section H(1)(a) states that "[t]he appealing party must state each claim that he or she is appealing, and the legal basis for such claim, on the Appeal request form." Section III of this Appeal Decision identifies the elements of the Decision that are subject to appeal by the Respondent. The Appeal Decision regarding each appealed element is provided in Section IV of this Appeal Decision.

The Respondent raises the following five issues on appeal:

- a. **The Hearing Officer erred or abused her discretion by concluding that there was a reduction in Housing Services and maintenance based on the slow-draining bathroom sink.** The speed at which the bathroom sink drains does not impact the Petitioner's ability to use the sink "at all," is not creating excessive humidity, and is not tainting his water supply. Petitioner can simply walk away and allow the bathroom sink to drain on its own.

- b. **The Hearing Officer erred or abused her discretion by awarding a 4.125 percent rent reduction based on the decrease in Housing Services and maintenance.** This amount is "excessive and punitive" and "is (likely) larger than percentages allocated to other reductions in service where in fact there was an obvious or significant reduction in service, such as a broken window or stove."
- c. **The Hearing Officer's decision failed to provide guidance or metrics as to when the issue is considered resolved.** It is not clear to Respondent whether merely plunging the drain would resolve the issue, or whether the drain would have to be replaced. It is also not clear whether resolution is measured by Respondent's standards, Petitioner's standards, a plumber's standards, or the Rental Housing Committee's standards.
- d. **The Hearing Officer erred or abused her discretion by nullifying the rent increase that Respondent imposed on Petitioner effective August 19, 2024.** "There is a clause in the lease agreement that permits a rent increase in accordance with the CSFRA, the rent increase was not contested in the reduction in service petition, and the rent increase was not contested separately from the reduction in service petition."
- e. **The Hearing Officer exhibited bias during the hearing.** It was clear that the Hearing Officer was going to rule in favor of Petitioner regardless of Respondent's testimony.

4. Decision Regarding Appealed Elements

- a. **The Hearing Officer's Decision that There Was a Reduction in Housing Services and Maintenance is Adequately Supported by the Record.**

The Hearing Officer did not err or abuse her discretion by concluding that Petitioner had met their burden of proof to demonstrate, by a preponderance of the evidence, that Respondent had reduced Housing Services and maintenance in violation of CSFRA Sections 1702(h) and 1710(c), and that Petitioner was entitled to a rent refund and ongoing rent reduction until the issue was resolved.

Appellant argues that there was no reduction in Housing Service because the speed at which the sink drains does not impact the Tenant's use of the bathroom sink and has not contributed to other issues, such as excessive humidity, flooding, or tainting of the water supply. However, Appellant's contention misstates the basis for the Hearing Officer's decision.

The Hearing Officer did not conclude that the Petitioner was entitled to a rent refund and ongoing rent reduction because the Landlord had failed to maintain the bathroom sink in a habitable condition. Rather, the Hearing Officer concluded that there was a reduction in Housing Services and maintenance warranting a rent refund and reduction based on the Landlord's refusal to take further action to permanently repair the bathroom sink, as evidenced by testimony and correspondence in the hearing record.

The CSFRA authorizes a Tenant to file a Petition where there has been a "decrease in Housing Services or maintenance...without a corresponding reduction in Rent." (CSFRA § 1710(c).) "Housing Services" is defined as follows:

"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 to the Landlord,

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refuse removal, furnishings, telephones, 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 § 1702(h) (emphasis added).)

Therefore, as the Hearing Officer explained, "a decrease in Housing Services or maintenance means that Housing Services or maintenance were at a certain level at the commencement of or during the tenancy and then were reduced without a corresponding decrease in rent." (HO Decision, p. 15.)

Here, the Hearing Officer concluded there had been a decrease in Housing Services or maintenance because while the "Property Manager initially sent maintenance staff and plumbers to attempt to address the [bathroom sink] problem," ultimately the "Property Manager and maintenance staff did not seek a permanent solution" after Petitioner reported the problem as recurring. (*Id.*) The fact that the Hearing Officer's award was based on a reduction in Housing Services and maintenance, rather than a failure to maintain a habitable premises, is evidenced by the fact that she awarded the rent reduction/refund for the period beginning March 11, 2024 – the date on which Mr. Aswani indicated to Petitioner that they would be taking no further action to seek a permanent solution to the problem – rather than from an earlier date when the problem first appeared. (*Id.* at 16.)

The Hearing Officer's conclusion that there was a reduction in the maintenance and/or Housing Service for which Petitioner had contracted is also supported by substantial evidence in the record. The first plumber that Landlord hired recommended an acid wash for the drain. (Res. Exh. #3.) Mr. Zell testified that they did not do the recommended treatment because they did not feel it was necessary. (Hearing Recording, at 01:19:50-01:20:34.) The second plumber that Landlord hired opined that the recurring nature of the problem may be due to "scale build-up" in the drain. (Res. Exh. #4.) Mr. Zell and Mr. Guido separately testified that they did not inquire into the meaning of "scale build-up." (HO Decision, pp. 6-7.) Therefore, no action was taken by Appellant to address a potential issue of scale build-up. Mr. Guido testified that "[w]hen the problem persisted after he worked on it, he suggested calling a plumber who could remove the p-trap and snake the lines out from the wall to the main drain." (*Id.*) There is no evidence in the record that Mr. Zell or Mr. Aswani heeded Mr. Guido's recommendation. Mr. Zell also testified that "if Petitioner complained as often as once a week [about the slow-draining bathroom sink], they would give up" because "he cannot afford to have a plumber come once a week because of a slow drain because there is not enough profit margin in rentals." (*Id.*) All of the foregoing as well as additional evidence cited by the Hearing Officer in the decision support the conclusion that Landlord's refusal to take additional action to permanently resolve the bathroom sink issue constituted an improper decrease in the level of maintenance it was providing to Petitioner.

b. The Hearing Officer's Award of a 4.125 Percent Rent Reduction is Supported by the Methodology that the Hearing Officer Outlined in the HO Decision.

The Hearing Officer did not err or abuse her discretion in awarding a 4.125 percent, or \$93.84, monthly rent reduction for the Respondent's ongoing reduction in Housing Services and maintenance.

Respondent alleges that the Hearing Officer's valuation of 4.125 percent for the slow-draining sink is "excessive and punitive." Respondent supports this contention by stating that the 4.125 percent rent reduction "is (likely) larger than percentages allocated to other reductions in service where in fact there was an obvious or significant reduction in service, such as a broken window or stove."

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CSFRA Regulations Ch. 6, Section B.4 provides Hearing Officers with broad authority to render decisions on petitions. Hearing Officers have the authority to determine the “amount of rent adjustment attributable to each failure to maintain a habitable premises, decrease in housing services or maintenance, or demand for or retention of unlawful rent claimed in” a petition so long as their decisions include findings of fact and conclusions of law which support the decision. (CSFRA Regulations Ch. 6, Section F.2.a.) In the instant case, nothing in the CSFRA or the Regulations required the Hearing Officer to follow a certain methodology for the valuation of a slow-draining sink. Therefore, it was reasonable and within the Hearing Officer’s authority for the Hearing Officer to develop a methodology. In doing so, the Hearing Officer explained her reasoning. The HO Decision expressly states:

"The final question that arises is how to value the decrease in Housing Services and maintenance. The Petitioner is requesting \$500.00 per month, which is 22 percent of the rent being charged at the time of filing the Petition. The Affected Unit consists of four rooms: a living room, a bedroom, a kitchen, and the bathroom where the sink is located, each of which can be valued at 25 percent of the monthly rent. The bathroom has three usable components: the sink, shower and/or bathtub, and the toilet. Each of those components is worth 33 percent of the value of the bathroom and 8.25 percent of the monthly rent.² The sink has two functions: water comes out of the faucet, and water goes down the drain. One of these functions, drainage, is not happening as it should, thus warranting a reduction of half the value of the sink, or 4.125 percent of monthly rent. Since monthly rent is \$2275.003, the monthly reduction is \$93.84." (HO Decision, pp. 15-16.)

By providing an explanation for the valuation of the reduction in Housing Services and maintenance, the Hearing Officer satisfied the requirements of the CSFRA Regulations.

Moreover, the Respondent's assertion that the 4.125 percent rent reduction is likely greater than the rent reductions awarded in other petitions for decreases in services is not relevant. For one, Hearing Officer decisions are not precedential, i.e., they are not binding on other Hearing Officers or even the same Hearing Officer. Furthermore, as the language of the CSFRA Regulations notes, the rent reduction must be supported by findings of fact. (CSFRA Regulations Ch. 6, Section F.2.a.) Therefore, the determination of an appropriate rent reduction is a factual determination that must be made on a case-by-case basis. Even within the same type of reduction in Housing Services and maintenance, there may be significant factual differences that affect the appropriateness of the amount of the reduction.

Finally, it is important to note that Respondent had the opportunity to argue for a more appropriate rent reduction at the hearing but failed to do so. While Mr. Zell contested the validity of the Petitioner's requested rent reduction of \$500 on multiple occasions, he never recommended an amount that would be more appropriate or a methodology for calculating an appropriate rent reduction. Therefore, there was no evidence in the record, outside of the estimated valuations provided by the Petitioner, upon which the Hearing Officer could base her valuation of the common area. Nonetheless, the Hearing Officer did consider Mr. Zell's argument that a \$500 per month, or 22 percent per month, rent reduction was excessive for the condition. As such, she reached a valuation that more accurately reflects the impact of the condition on the Petitioner's use and enjoyment of the Property.

c. The Hearing Officer's Decision Provides Adequate Information to Guide Appellant's Resolution of the Bathroom Sink Drain Issue.

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The HO Decision provides sufficient guidance as to when the issue will be considered resolved and explains the mechanism for making such a determination.

Appellant states that the HO Decision fails to provide guidance or metrics as to when the issue of the slow-draining sink will be considered resolved. Appellant asserts that it is both unclear *how* the issue should be resolved, and *whose* metrics by which the issue will be considered resolved. This is not so. The Hearing Officer explained as follows:

"A decrease in Housing Services or maintenance means that Housing Services or maintenance were at a certain level at the commencement of or during the tenancy and then were reduced without a corresponding decrease in rent. Property Manager initially sent maintenance staff and plumbers to attempt to address the problem, and the p-trap or other pipes were snaked out several times. **However, despite the recurring nature of the problem, Property Manager and maintenance staff did not seek a permanent solution.** They did not try the acid wash recommended by the first plumber, they did not discuss with the second plumber what he meant by 'scale build-up,' and they did not seek any additional professional opinions despite the fact that they received two different diagnoses by the two different plumbers. They also failed to test the possible hypotheses for what was causing the problem. For example, they could have changed the type of drain to see if that made a difference. They could have changed the type of sink to an undermount sink to see if that made a difference. They could have hired someone to photograph or film an inspection of the drainage and/or sewer pipes to see if the problem emanated from there. And, they could have checked the sink and pipes in the adjacent rental unit, Unit #9, to see if the problem was coming from that side." (HO Decision, p. 15 (emphasis added).)

The above-quoted language from the HO Decision explains the steps that the Appellant could have taken, and could still take, to find a *permanent* solution to the slow-draining sink issue.

In awarding an ongoing rent reduction based on the decrease in Housing Services and maintenance, the Hearing Officer also explained when the issue should be considered resolved: "Respondent shall also reduce the monthly rent going forward from the Hearing date by \$93.84, or 4.125 percent of the monthly rent, whichever is greater, **until the sink is functioning properly, which means that the water drains while the faucet is running 100 percent of the time.**" (HO Decision, p. 16 (emphasis added).) Finally, if after Appellant has taken steps to resolve the problem, there continues to be disagreement between the parties about whether the issue has been permanently resolved, then the HO Decision also provides a mechanism by which the parties may seek to resolve such dispute: "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)." (HO Decision, p. 20.)

Taken together, all of the foregoing language in the HO Decision provides the Appellant with sufficient guidance about how and when the slow-draining sink issue will be considered resolved.

d. The Hearing Officer's Decision to Nullify the Rent Increase Imposed by Respondent is Supported by the CSFRA and the Regulations.

The Hearing Officer did not err or abuse her discretion by nullifying the rent increase imposed by Respondent on August 19, 2024.

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Appellant's argument that the Hearing Officer should not have nullified the rent increase is three-fold: (1) there is a clause in the lease agreement that permits a rent increase in accordance with the CSFRA; (2) the rent increase was not contested in the reduction in service petition; and (3) the rent increase was not contested separately from the reduction in service petition.

Beginning with Appellant's second and third arguments, these are irrelevant. For one, the rent increase was both noticed and imposed after the Petitioner filed his petition. Petitioner filed the Petition on May 13, 2024. (Pet. Exh. #2.) The notice of rent increase is dated June 5, 2024. (Pet. Exh. #18.) Therefore, there was no way that the Petitioner could have challenged the increase preemptively. Secondly, as Petitioner mentioned at the Hearing, the Petition form requested information about the Petitioner's current rent level and any rent increases in the past five (5) years. (Pet. Exh. #2.) Since the Hearing on the Petition took place the day after the rent increase went into effect, it was both relevant and proper for the Petitioner to update the information provided in the Petition.

Also importantly, the Hearing Officer needed to establish the current lawful rent level for the Property to comply with the requirements of the CSFRA and the Regulations. The CSFRA provides that Hearing Officers "shall have the power...to render a final decision on the merits of the Petition." (CSFRA § 1711(a).) The Regulations further clarify the contents of the decision that Hearing Officers are authorized to issue, including (1) "[t]he amount of rent adjustment attributable to each failure to each...decrease in housing services or maintenance" and "[t]he amount of any rent allowed to be restored upon the correction of each condition that provided the basis for the adjustment." (CSFRA Regulations, ch. 5, section F(2)(a).) Without accurate information about the Petitioner's rent level at the time of the Hearing, the Hearing Officer would not be able to comply with the requirements in the CSFRA Regulations to accurately state the amount of rent reduction attributable to the decrease in Housing Services or the amount to which the Landlord could restore the Rent for the Property upon correcting the issue.

Moreover, there is nothing in the CSFRA nor the Regulations limiting a Hearing Officer's ability to raise an issue *sua sponte* (i.e., on its own even where none of the parties to the matter have raised the issue). It is an established rule that a judicial body may *sua sponte* raise a new issue and grant relief beyond what is requested. (See Cal. Code of Civ. Pro. § 576 ("Any judge, at any time before or after commencement of trial, in the furtherance of justice, and upon such terms as may be proper, may allow the amendment of any pleading or pretrial conference order."); Code of Civ. Pro. § 580(a) ("The relief granted to the plaintiff, if there is no answer, cannot exceed that demanded in the complaint, in the statement required by Section 425.11, or in the statement provided for by Section 425.115; but in any other case, the court may grant the plaintiff any relief consistent with the case made by the complaint and embraced within the issue.").)

As noted in the statutory language, such action by the judicial body is favored where resolution of the new issue is necessary to resolve the questions presented about the claims pleaded. In the instant case, the Hearing Officer raised the issue of Petitioner's lawful Rent because it was a critical factor in her determination of the dollar amount of the lawful Rent increase that could be imposed by Landlord. Appellant was provided with an opportunity to submit evidence regarding the issue. By determining that the Appellant had improperly reduced Petitioner's Housing Services and maintenance, the Hearing Officer also determined that the Appellant was not in substantial compliance with the CSFRA at the time that the rent increase was imposed. The HO Decision states as follows:

"Pursuant to CSFRA Section 1714(a), quoted above, the charging of rent above the lawful amount resulting from a decrease in Housing Services or maintenance is prohibited by the CSFRA. A landlord who does not decrease rent due to a decrease in Housing Services or maintenance is thus

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in contravention of the CSFRA. Pursuant to CSFRA Section 1707(f), '[n]o 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 [Rental Housing] Committee...' Pursuant to CSFRA Regulations Ch. 12, Section (B), '[i]f a Landlord has ever charged more than the Rent allowed under the CSFRA,' and has failed to refund the overpayment of Rent, the Landlord is not in substantial compliance with the CSFRA.

Because Respondent has been charging unlawful rent as a result of a decrease in Housing Services or maintenance since March 11, 2024, Respondent is not in substantial compliance with the CSFRA. Therefore, the rent increase effective August 19, 2024 was prohibited under CSFRA Section 1707(f)(1) and must be nullified. The rent is rolled back to \$2,275.00, and Petitioner is entitled to a refund of all amounts Respondent has collected over the lawful amount" (HO Decision, pp. 16-17.)

The Hearing Officer granted the Petitioner additional relief consistent with the case made by Petitioner by establishing the lawful Rent and ordering a refund of any overpayments by Petitioner. Appellant neither cited any legal authority nor put forth any evidence that the Hearing Officer's decision to nullify the August 19, 2024 rent increase is inconsistent with Petitioner's case. As such, the Hearing Officer was well within her discretion in resolving this related question and granting the additional relief to Petitioner.

Finally, returning to Appellant's first argument, the provision in the rental agreement that allows for rent increases during the term of Petitioner's lease. Paragraph 2 of the Lease Agreement states: "The term of this lease shall be for a period of 1 year and 14 days, commencing: August 18, 2023 and terminating: August 31, 2024." (Pet. Exh. #7.) Paragraph 23 provides:

"IF THIS IS A LEASE RENEWAL THEN THE RENTAL RATEGE [sic] INDICATED ON PAGE ONE, SECTION 3 OF THIS AGREEMENT MAY BE SUBJECT TO AN ANNUAL INCREASE DURING THE TERM OF THE HIS [sic] LEASE. IF THE LANDLORD ELECTS TO SERVE SAID INCREASE, IT WILL BE INCREASED THE AMOUNT THAT IS ALLOWED BY THE CITY OF MOUNTAIN VIEWS [sic] COMMUNITY STABILIZATION RENTAL ACT (CSFRA)." (*Id.*)

By the terms of Paragraph 23 itself, the provision to which Appellant refers applies only to lease renewals, i.e., after the lease expired on August 31, 2024. The rent increase went into effect on August 19, 2024, during the *original* term of Petitioner's lease. Therefore, the Hearing Officer did not err in not considering Paragraph 23 of the Lease Agreement in her analysis.

Based on the foregoing, the Hearing Officer did not err or abuse her discretion in concluding that the Appellant's improper reduction of Housing Services and maintenance meant Appellant could not impose a rent increase, and Petitioner was entitled to a downward adjustment of rent and rent refund based on the invalid rent increase that Appellant had imposed.

e. Respondent Has Failed to Demonstrate that the Hearing Officer Exhibited Bias at the Hearing or In Reaching Her Decision.

Finally, Appellant has failed to demonstrate that the Hearing Officer exhibited bias at the hearing, or that the HO Decision is inappropriately partial to the Petitioner. Appellant-Landlord alleges that the Hearing Officer demonstrated bias toward the Petitioner during the Hearing, indicating that the decision was not

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impartial and that the Hearing Officer's conclusions were predetermined. It is unclear from the Appeal upon what Appellant bases this assertion.

After review of the hearing tape, the Hearing Officer conducted the hearing in accordance with the CSFRA and the Regulations. The Hearing Officer established ground rules at the beginning of the hearing, including reminding the Parties and witnesses not to speak over one another to ensure the clarity of the hearing recording and explaining that she might interrupt the Parties during the presentation of their cases if she felt that information was being repeated or arguments were being made that were off-topic. Thereafter, both parties were given ample opportunity to present evidence and cross-examine each other and the witnesses. The Hearing Officer also asked clarifying questions, specifically to Landlord, to solicit clearer testimony. A complete review of the hearing record does not show any evidence of bias.

The HO Decision also demonstrates that the Hearing Officer was fair and impartial in her decision and that she did consider the evidence and testimony put forth by Appellant and its witnesses. The Hearing Officer carefully weighed all the testimony and evidence from both Parties, and ultimately concluded that Respondent was liable to Petitioner only for part of the time during which the issue with the slow-draining bathroom sink has existed at the Property. Even though the Petitioner had requested a rent reduction from September 2023 the Hearing Officer awarded a rent reduction only for the period beginning March 11, 2024, based on undisputed evidence and testimony from Appellant and its witnesses that they had been responsive to Petitioner's maintenance requests before March 11, 2024.

Appellant has put forth no evidence of bias on the part of the Hearing Officer, and the Hearing Officer's impartiality is evidenced by her careful consideration of all the evidence from both Parties and her reasoned conclusions in the HO Decision.

5. Conclusion

As detailed above, the RHC denies the appeal in its entirety and affirms the Decision in its entirety:

- a. The current lawful monthly rent for the Property is \$2,275.00.
- b. Respondent shall refund to Petitioner the amount of \$977.79 for decreases in Housing Services and maintenance for the period of March 11, 2024, through January 23, 2025, as reflected in Attachment 1, Updated Award Schedule, appended hereto.
- c. Commencing on February 22, 2025, and until such time that Appellant remedies the decrease in Housing Services and maintenance discussed in this Decision, Petitioner shall deduct a downward adjustment of Rent in the amount of \$93.84 from monthly rent payments, or 4.125 percent of monthly rent payments, whichever is greater, pursuant to CSFRA Regulations, Ch. 5, Section F(2)(a).
- d. Respondent shall also refund to Petitioner the amount of \$612.78 in unlawfully collected rent for the period from August 19, 2024, through January 23, 2025, as reflected Attachment 1, Updated Award Schedule, appended hereto, plus any additional amounts exceed the current lawful rent of \$2,275.00 for the Property that may have been or be paid by Petitioner after January 23, 2025.
- e. Absent an action for writ of administrative mandamus, the total amount owed to Petitioner is due and payable to Petitioner immediately and if said amount is not paid, Petitioner shall be entitled

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

- f.** The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
- g.** If a dispute arises as to whether any party has failed to comply with this decision, any party may request a Compliance Hearing in accordance with CSFRA Regulations, ch. 5, section J.1.

Hearing Officer Decision re Unlawful Rent

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Additional Services Paid	Lawful Rent	Payments in Excess by Petitioner
8/19/2024-8/31/2024	\$ 924.68	\$ -	\$ 880.65	\$ 44.03
9/2024	\$ 2,388.75	\$ -	\$ 2,275.00	113.75
10/2024	\$ 2,388.75	\$ -	\$ 2,275.00	113.75
11/2024	\$ 2,388.75	\$ -	\$ 2,275.00	113.75
12/2024	\$ 2,388.75	\$ -	\$ 2,275.00	113.75
1/2025	\$ 2,388.75	\$ -	\$ 2,275.00	113.75
TOTAL				\$ 612.78

Hearing Officer Decision re Reduction in Housing Services or Maintenance

Habitability/Housing Service Reduction Issue	Month/Year Issue Began	Month/Year Issue Resolved	Months Issue Persisted	Number of Days Issue Persisted	Monthly Rent	Percentage Reduction	Monthly Reduction (\$)	Daily Reduction (\$)	Total Rent Reduction Awarded
Sink drainage	3/11/2024	1/23/2025	10	13	\$ 2,275.00	4.125%	\$ 93.84	\$ 3.03	\$ 977.79
Sink drainage	2/22/2025	TBD	TBD	TBD	\$ 2,275.00	4.125%	\$ 93.84	\$ 3.03	TBD
TOTAL**									\$ 977.79

** The total does not include the potential amounts overpaid after 1/23/2025

TOTAL REFUND OWED TO PETITIONER \$ 1,590.57**

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
2/2025	\$ 2,275.00	\$ 1,590.57	\$ 684.43
TOTAL**		\$ 1,590.57	