

CITY OF MOUNTAIN VIEW RENTAL HOUSING COMMITTEE

**PURSUANT TO THE COMMUNITY STABILIZATION AND FAIR RENT ACT
("CSFRA") AS CODIFIED IN CITY OF MOUNTAIN VIEW CITY CHARTER
ARTICLE XVII**

**IN RE 247 ANDSBURY AVENUE,
APARTMENT ■, MOUNTAIN VIEW,
CALIFORNIA**

GUSTAVO GARCIA

Petitioner,

v.

SATYAVARPU FAMILY TRUST,

Respondent.

NO: C24250036 and C24250037

DECISION AFTER HEARING

Hearing Date: April 25, 2025

Hearing Time: 1:00 P.M.

Pursuant to written notice, a hearing was held via Zoom on April 25, 2025 at 1:00 P.M. ("Conference"), relating to the petition for rent adjustment ("Petition") filed on December 20, 2024 ("Petition") by Petitioner Gustavo Garcia ("Mr. Garcia" or "Petitioner"), tenant at 247 Andsbury Avenue, Unit ■, Mountain View, CA ("Unit.")

1 Petitioner attended the hearing along with witness/co-tenant Ms. Alma Camacho. Srinivas
2 and Sridevi Satyavaspu, representatives of Respondent Satyavaspu Family Trust, also attended
3 the Hearing. Alitcel Camacho from the Mountain View Rent Stabilization Division attended and
4 provided back-up Spanish translation during the hearing. [REDACTED] attended and provided
5 the primary Spanish translation for the hearing.

6 **ISSUES PRESENTED:**

- 7 1. Did Respondent charge excessive rent for the Unit beginning in 2022 through
8 imposition of rent increases not authorized by the CSFRA?
- 9 2. Is Petitioner entitled to a rent reduction and rebate because of an alleged cockroach
10 infestation at the Unit beginning in 2022?
- 11 3. Is Petitioner entitled to a rent reduction and rebate because of an alleged rat
12 infestation at the Unit beginning in 2023?
- 13 4. Is Petitioner entitled to a rent reduction and rebate because of a malfunctioning
14 stove and/or refrigerator?

15 **DOCUMENTARY EVIDENCE**

16 Each of the parties submitted written evidence and/or video evidence in support of their
17 positions on the Petition, as set forth in further detail in **Exhibit 1** to this Decision. Following
18 receipt of the Parties' testimony at the Hearing, and review of the documentary evidence
19 submitted in advance of the Hearing relating to the Petition, on April 25, 2025, this Hearing
20 Officer issued a Post-Hearing Order that the parties submit further documentary evidence relating
21 to the issues raised by the Petition ("Post Hearing Order.") Post-hearing evidence was received by
22 both parties pursuant to the Order. The record for the Petition closed upon the Hearing Officer's
23 receipt of a copy of the City of Mountain View's inspection report for the Unit on July 10, 2025.

24 **INSPECTION EVIDENCE**

25 The Post Hearing Order also called for an inspection of the Unit by the City of Mountain
26 View, which was conducted on April 28, 2025. On that date, the City of Mountain View
27 performed a code inspection of the Unit and the exterior grounds of the 4-unit apartment complex
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1 in which the Unit is located. The Hearing Officer, at the request of the City, attended that
2 inspection, as did Ms. Camacho on behalf of the Rent Stabilization Division

3 During the inspection, the City's inspector checked electrical plugs and switches
4 throughout the Unit. During the inspector's testing of one of them, located in the Unit's laundry
5 area (where rat intrusion had been significant), the inspector's use of a switch caused a short,
6 causing a small explosion with resultant smoke.

7 The City's inspection report disclosed several deficiencies relating to nonfunctional
8 electrical fixtures and outlets in the Unit. *See* Exh. HO-7. It noted areas in both the kitchen and
9 bathroom where chewing damage (presumably from rodents) was evident, suggesting that
10 chewing through the Unit's drywall may have occurred. The report also noted the presence of a
11 live cockroach in the Unit during the inspection. *Id.*¹ The City ordered Respondent to remediate
12 both conditions (including by removal and replacement of insulation in the Unit if necessary.) *Id.*

13 **SUMMARY OF TESTIMONY**

14 **A. For Petitioner**

15 Gustavo Garcia:

16 Mr. Garcia, the Petitioner, began living at the Unit in April 2021 with his spouse and three
17 children (ages ■ through ■) According to Mr. Garcia, they began experiencing problems with
18 cockroaches at the Unit on or about March 25, 2022. Every night, after they turned out the lights
19 in the kitchen, "hundreds of roaches" would come out and "flood the countertops." Petitioner
20 described the situation as "unsustainable," saying that they had to purchase dinnerware and eating
21 utensils that could be covered to protect them. He stated that they invaded their food, such as
22 bread. While sometimes roaches would be seen in the living room or bedroom, they were few; the
23 cockroaches at the Unit were concentrated in the kitchen.

24 Respondent brought in a professional to investigate why the Unit's kitchen stove burners
25 were burning so intensely and brightly at one point; he said to Petitioner and Respondent that this
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27 ¹ The inspection report (*See* Exh. HO-7) also disclosed plumbing issues in the Unit that are
28 not fairly considered to have been put at issue in the Petition. *See* Exhs. T-1 and T-2.

1 was due to cockroaches having infested the stove. Treatment for the roaches started after that
2 date.

3 Mr. Garcia testified that Petitioner had spent personal funds buying items to try and
4 control the roaches, and that Respondent had made efforts to address the roaches, primarily after
5 the Petition was filed, and that Petitioner appreciated those efforts. Pest control started coming
6 regularly to the Unit to treat for roaches. There were still cockroaches at the Unit as of the date of
7 the Hearing; he estimated that the problem was “90% resolved.”

8 According to Petitioner, when he first moved to the Unit the stove then in the Unit had
9 only three functional burners. It was eventually replaced by Respondents and the new stove
10 worked. However, Petitioner believes that the roaches in the Unit caused a lot of damage to the
11 stove which as of the date of the Hearing had only 2 out of 5 burners that were functional.
12 Responding to a question from the Hearing Officer, he stated that as of the date he filed his
13 Petition, only one stove burner was nonfunctional. After the Unit was fumigated, however, the
14 roaches “went crazy.”

15 Petitioner first began experiencing a problem with rats at the Unit in around January 2023.
16 He confirmed, following a question by the Hearing Officer, that the problem with rats began
17 approximately a year after the cockroach problem. According to Mr. Garcia, Respondent was
18 notified about the problem in February or March, 2023. He was unsure whether he had ever made
19 a written report to Respondent about the problem; he did, however, show Respondent his receipts
20 for expenses Petitioner was incurring to deal with the rats. According to Petitioner, Respondent
21 was told that there were holes in the washer at the Unit, bites and other markings caused by rat
22 activity. According to Mr. Garcia he reached out to Respondent “four or five times” about the
23 rats.

24 Petitioner testified that the number of rats at the Unit was such that even inside he could
25 hear them – “they wouldn’t let us sleep.” He believed that the rats were entering the Unit through
26 a garden area near the Property and jumping the fence. According to Petitioner, the rats were
27 getting into the Unit in several ways. They destroyed and came in through a screen and vents for
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1 the washer and dryer in the laundry area for the Unit; that area is outside the kitchen of the Unit
2 adjacent to a small patio. The rats also gained access into the chimney of the Unit on another part
3 of the Patio.

4 Mr. Garcia testified that despite his reports to Respondent about rats at the Unit, “nothing
5 was happening,” and the rat problem was getting worse, so he decided to take action to get rid of
6 them because to him, the situation was “unlivable.” Petitioner used his own personal funds to buy
7 traps and rodent control products from Home Depot and pest control stores to combat the rats. He
8 testified that while it took a long time, the rat situation at Unit was resolved due to his family’s
9 efforts in February 2025.²

10 Mr. Garcia testified that he believed that rats had caused electrical damage throughout the
11 Unit, and that this was why some of the electrical outlets no longer worked. He testified that at
12 first he thought that the refrigerator to the Unit was broken. He told Respondent about the
13 problem about four or five months before the Hearing. After this, Petitioner later realized that the
14 problem with the refrigerator was the outlet next to it, which had stopped working, and that the
15 refrigerator worked once it was connected to a viable electrical source. He expected that
16 Respondent would send in an electrician to fix the plugs after he told the landlord, but that had
17 not yet happened. As of the Hearing date, Petitioner still had the refrigerator connected to an
18 outlet on a wall away from the refrigerator via an extension cord.

19 In response to a question from Respondent, Mr. Garcia said that while there were
20 photographs of roaches and rats submitted in support of their petition, he did not have
21 photographs or video specifically depicting roaches covering the entire kitchen counter or of live
22 rodents running around live in the Unit.

23 Finally, Petitioner testified that his request for a rent rebate for excess rents for 2022, 2023
24 and 2024 was because the Unit was not lawfully registered in 2022 when Respondent raised the
25 rent. He confirmed that his request was not based upon any conditions that existed at the Unit.

26 ² There is a conflict in dates shown in Petitioner’s workbook. According to the Workbook,
27 the problem with rats at the Unit began in January 2023 and was resolved in October 2024. *See*
28 Exh. T-2 [at Wks. 4.]

1 Alma Camacho:

2 Ms. Camacho is Petitioner's spouse and resides with him at the Unit. According to Ms.
3 Camacho, the Unit began experiencing problems with cockroaches in 2022. She said that her
4 biggest concern was the stove because she was the person who makes meals for Petitioner's
5 family. Ms. Camacho said that, because the stove is not fully working, she has to wake up earlier
6 to prepare food for their children, including lunch, early enough for them to still arrive at school
7 on time. She expressed that trying to respond to her children's needs or requests for particular
8 foods in a timely fashion had been made difficult by having only two working burners.

9 She stated that everything Mr. Garcia had testified to with regard to the remaining
10 concerns with the Unit was accurate and that she did not have any further testimony on those
11 issues.

12 **B. For Respondent:**

13 Srinivas Satyavarpu:

14 Mr. Satyavarpu is one of the designated representatives of Unit's property owner, the
15 Satyavarpu Family Trust. The trust purchased the Unit in July or August 2022. They began
16 remodeling the Unit within a year of their purchase and other units in the four-apartment complex
17 as they became vacant.

18 Mr. Satyavarpu testified that he was first was made aware of a cockroach issue at the Unit
19 six or seven months after buying the Andsbury Street complex (he also testified that he believed
20 this was in approximately June 2023). He began treating the Unit for roaches in around July 2023.
21 The initial pest control was done by Budget Pest Control, which treated the Unit twice. The first
22 time was in July 2023, the second on either September 13 or 14, 2023.

23 Beginning in August 2023, Respondent entered into a contract with Clark Pest Control for
24 pest control services. Initially, Clark was to do pest control treatment every other month; Mr.
25 Satyavarpu testified that it was later changed to monthly. Under the current schedule, the outside
26 perimeter of the complex is treated the first Friday of every month. Additionally, each unit is
27 scheduled to receive interior pest control treatment every two months. However, after Mr. Garcia
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1 advised that the cockroach problem at the Unit had still not been resolved, as of the date of the
2 Hearing the Unit was receiving monthly interior pest control treatment, on the first Friday of
3 every month. Mr. Satyavarpur testified that the general schedule began approximately a year
4 before the Hearing, with the increased focus on Unit [REDACTED] beginning a few months before the
5 hearing.

6 Mr. Satyavarpur testified that there had been at least once that Clark Pest Control was not
7 allowed into the Unit to do pest control treatment. Since treatments are always scheduled on the
8 first Friday, he notifies the tenants by text as soon as he knows a particular time from the pest
9 control operator, within the same week. To assist with communications and keep Petitioners
10 informed while Respondent was trying to figure out why the cockroach problem persisted at the
11 Unit despite months of treatment, Respondent asked that Clark Pest Control have a Spanish-
12 speaking technician speak to the Petitioner (or his spouse) in February 2025.

13 Respondent also had a supervisor of Clark Pest Control come out to the Unit in February
14 2025, given that cockroach treatment had been going on for roaches for a year and a half and
15 there “was no progress.” The pest control supervisor pulled the stove out from the cabinetry in
16 which it was housed. According to Mr. Satyavarpur, the supervisor opined that the area was not
17 clean and that this could be a reason the cockroaches kept coming back. When asked by the
18 Hearing Officer whether there was visible evidence that the stove area was not clean before the
19 stove was pulled out from its housing, Mr. Satyavarpur testified that, based upon his observation,
20 “things could be improved.” When asked by the Hearing Officer whether there was any crack or
21 hole in the wall that was discovered when the stove was pulled out, Mr. Satyavarpur testified that
22 there was a gap between the countertops and the plywood housing for the stove that could not be
23 seen while the stove was in place. He highlighted that Respondent had submitted video and other
24 evidence to show the pest control treatment that was done in that area once the stove was pulled
25 out.

26 As it related to the rat infestation, Mr. Satyavarpur testified that he had not personally seen
27 rats, but that he had directed Clark Pest Control to put in a rat trap and to give rat traps to
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1 Petitioner and that this could be the reason the population affecting the Unit was now reduced. He
2 noted that the Unit/complex is right next to one of Mountain View's community gardens and that
3 this is probably where the rats were coming from. He had not communicated with the City about
4 rat intrusion onto the property. Mr. Satyavarpur expressed that Respondent was doing "all that was
5 possible" to keep the rat situation under control.

6 According to Mr. Satyavarpur, while other apartments at the complex had reported a
7 problem with ants, none of the three other units at the complex had reported any problems with
8 cockroaches or rats. In response to a question by the Hearing Officer, he testified that he asked
9 the other tenants directly about this issue. None of the other three rental units at the apartment
10 complex receive monthly pest control services; only bimonthly.

11 Mr. Satyavarpur expressed that he has tried to treat the apartment units as if he himself
12 were living there and made substantial improvements (approximately \$70,000 to \$80,000 in cost)
13 to the Unit: new countertops and appliances, remodeling the bathroom, including new appliances
14 and hardwood flooring. He has tried to respond to complaints in the shortest amount of time
15 possible. By way of example, after Petitioner first reported his (former) stove was not working in
16 late 2023, Respondent purchased and had installed a brand new stove which was installed in
17 December 2023 or January 2024. Mr. Satyavarpur testified that, when Petitioner notified him in
18 either December 2024 or January 2025 that two of the new stove's burners were not working, he
19 contacted Whirlpool, the stove's manufacturer, who sent a repair technician out to the Unit. The
20 latter opened up the stove housing and discovered that some of the stove's circuitry had "gone
21 out"; he opined that because roaches like a warm place to nest, they went inside the stove and
22 short circuited the Unit. According to Mr. Satyavarpur, Whirlpool later notified him on March 22,
23 2025 that the stove's warranty was voided because the failure of two burners was not due to any
24 manufacturing defect or error, but the failure to maintain the unit in accordance with
25 manufacturer's instructions; i.e., a failure to keep the stove clean.

26 Mr. Satyavarpur testified that they had not been notified by Petitioner until the prehearing
27 conference that Petitioner had identified the cause of the malfunctioning refrigerator as being
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1 connected to electrical outlets in the Unit having failed, not a defect in the refrigerator itself. He
2 expressed that this refrigerator was also a new appliance that Respondent bought and installed in
3 the Unit along with GFCI outlets; he had also done additional electric work when the Unit was
4 remodeled. As of the date of the Hearing, Respondent had not yet had an electrician come to the
5 Unit to assess any ongoing problems with the electrical outlets in the Unit.

6 As it related to Petitioner's request for a refund of rents that exceeded the maximum
7 lawful amounts, Mr. Satyavarpur emphasized that as soon as he learned about the Mountain View
8 law (through a notice he got from the City) he worked with staff to register the Unit in March
9 2023. He conceded that registration was late for that year, Mr. Satyavarpur testified said that while
10 he had been familiar with AB 1482, the state law, he did not know about the Mountain View law
11 before the City contacted him. Mr. Satyavarpur testified that he paid "a lot of money" for the
12 Property, has had significant expenses relating to the Unit such as the mortgage, property taxes
13 and insurance as well as the costs of remodeling the Unit.

14 Sridevi Satyavarpur:

15 Ms. Satyavarpur testified as another representative for Respondent, the Satyavarpur Family
16 Trust. In her testimony, she emphasized that Respondent had made significant improvements to
17 the Unit. These improvements included remodeling of the remaining three units at the complex as
18 well. That work was done only when those apartments were vacant, but Respondent's remodeling
19 of Unit ■ was done while Petitioner occupied the Unit to, according to Ms. Satyavarpur, "improve
20 the living conditions and enhance the experience" of Petitioner and his family "because they were
21 long-term renters." Unit ■, which is "right behind" Unit ■ but does not share common walls,
22 was the first of the apartments to be remodeled by Respondents.³ It was vacant when Respondent
23 acquired the Andsbury apartment complex and did the remodeling work, but Respondent were
24 not told why from their predecessor owner.

25 According to Ms. Satyavarpur, the Unit is the farthest away from Mountain View's
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27 ³ Evidence submitted by Respondent pursuant to the Post-Hearing Order established the
28 timeline for Unit ■'s remodel as June 2022–July 2022. *See* Exh. LL-18.

Willowgate Community Garden yet has been the only apartment where there have been reported problems with rats and pests other than ants. She emphasized that, unlike the other apartments in the complex, the Unit is treated for pests monthly.

Ms. Satyavaru testified that Petitioner pays much less in monthly rent than any of the other tenants at the apartment complex. She expressed concern that there was evidence that brand new improvements were being damaged, such as the new countertops which had cracks in them and the stove. She opined that this indicated a lack of “proper maintenance and care” by Petitioners.

DISCUSSION

I. Petition A: Unlawful Rent Increases:

Petitioner initially seeks a rent refund and rollback of rent increases in 2022, 2023 and 2025 on the grounds that each of these rent increases was improper. The CSFRA permits a tenant to file a petition to recoup any amounts paid to their landlord which exceed the maximum lawful rent for their rental unit. *See* CSFRA § 1710 subd. (d).

At the inception of Petitioner’s tenancy in April 2021, the rent being charged for the Unit was \$2,500 per month. *See* Exhs. T-1 [at p. 3] and T-2 [Wks. 1 & 2.] This amount of monthly rent was still being paid by Petitioners when Respondents purchased the Unit in 2022. *See* Exh. T-2 [Wks. 2]. The evidence was that, upon purchasing the building in 2022, Petitioner executed a new written rental agreement with Respondents for the Unit on July 10, 2022 increasing the rent for the Unit from \$2,500 to \$2,800 per month (an increase of 12.5%) effective August 1, 2022. *See* Exh. LL-3 [p. 1]; Exhs. T-2 [Wks. A & B] and T-4. In 2023, Respondent raised the rent again, effective October 1, 2023, to \$3,000 per month (an increase of 7.1%). Respondent raised the rent for the Unit a third time, in January 1, 2025, to \$3,150.00 per month (a further increase of 5%).

These rent increases were each separately unlawful, for several reasons.

First, each one of Respondent’s rent increases significantly exceeded the maximum rent increase to which Respondent would have been entitled had its predecessor in interest been in *complete* compliance with the CSFRA. No landlord may raise rents in excess of the amounts

1 expressly authorized by the CSFRA. *See* CSFRA §1706 subd. (b); In 2022, assuming full
2 compliance with the CSFRA, the maximum rent increase for the Unit, assuming an effective date
3 of August 2022 would have been 5%.⁴⁵ The maximum amount for the October 2023 rent
4 increase, which occurred in the 2023-2024 program year, would have also been 5%, less than the
5 7.1% rental increase actually put into effect by Respondent. *See* Exh. T-2, [Wks. 2.] The limit for
6 the rent increase that Respondent implemented beginning in January 2025 was 2.4%, less than
7 half of the 5% increase actually charged to Petitioner by Respondent. *Id.*

8 More significantly in this case, however, Respondent's 2022, 2023 and 2025 rent
9 increases were all unlawful because Respondent was not in substantial compliance with the
10 CSFRA. This is for two, distinct reasons.

11 First, Respondent's predecessors in interest (and thus, Respondent when it acquired the
12 building) were not in compliance with the CSFRA's registration requirement at the time
13 Respondent raised the Unit's rent in 2022. Every rental unit in Mountain View is required to be
14 registered with the Rent Stabilization Division unless exempt from the registration requirement.
15 *See* CSFRA Regulations, Chpt. 11, § B subd. (1). The registration process is not complete until
16 all the information which is requested on the Rent Stabilization Division's registration forms
17 (online or otherwise) is provided by a landlord, and the annual program fee paid. *Id.*, § B subd.
18 (2); CSFRA §1709 subd. (j). If this process is not complete by January 31 of each year, the
19 landlord is not in substantial compliance with the CSFRA. CSFRA Regulations, Chpt. 12 § D. A
20 lack of substantial compliance with the CSFRA leaves a landlord completely ineligible for any
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22 ⁴ In certain circumstances, banking pursuant to CSFRA section 1707 subd. (b) could have
23 increased this amount. However, Respondent could not have taken advantage of banking by its
24 predecessor in interest given the change of ownership of the Unit. The CSFRA provides that prior
25 year AGAs which have not been implemented beforehand are lost upon change of ownership of a
rental unit. *See* CSFRA § 1707 subd. (d) ["The ability to accumulate and impose unimplemented
Rent increases shall not carry over to a successor Landlord in the event of a change in ownership
of the Rental Unit."]

26 ⁵ The complete list of annual general adjustments for the CSFRA may be found at
27 [https://www.mountainview.gov/our-city/departments/housing/rent-stabilization/rent-and-allowed-](https://www.mountainview.gov/our-city/departments/housing/rent-stabilization/rent-and-allowed-rent-increases)
28 [rent-increases](https://www.mountainview.gov/our-city/departments/housing/rent-stabilization/rent-and-allowed-rent-increases)

1 rent increases at all until substantial compliance (including with the registration requirement) is
2 achieved. *See* CSFRA §1707 subd. (f); CSFRA Regs., Chpt. 11, § F [failure to register is
3 substantial noncompliance] and Chpt. 12, § B [& Table 1].

4 The evidence is undisputed that the Unit was not properly registered with the City in 2022
5 so it was ineligible to take *any* rent increase during the 2021-2022 program year (which includes
6 August 2022.) *See* Exh. HO-3. This ineligibility meant that Respondent's August 1, 2022 rent
7 increase from \$2,500 a month to \$2,800 (which was paid by Petitioner to Respondent; *see* Exh. T-
8 2 [at Wks. 2] was unlawful *a priori*.

9 Second, and unfortunately for Respondent, even when it achieved registration compliance
10 for the Unit in March 2023, it still remained ineligible to implement any rent increase for the
11 Unit. This is because Respondent charged and collected rents beginning on August 1, 2022 that
12 exceeded the maximum lawful rent for the Unit while the unit was unregistered by \$300/month.
13 This too, was a failure to substantially comply with the CSFRA. Once Respondent began
14 collecting excessive rent amounts from Petitioner in August 2022, it went out of substantial
15 compliance with the CSFRA for that additional reason. *See* CSFRA § 1707 subd. (f); *see also*
16 CSFRA Regulations, Chpt. 12, §B [Table 1]. Thus, until the Unit was both (1) fully registered
17 and (2) all excess rents repaid to Petitioner, Respondents were not permitted to issue a rent
18 increase notice for the Unit. Respondent, therefore, despite registration, remained ineligible for
19 rent increases until the excess rents collected from Petitioner for the months of August 2022
20 through March 2023 had been repaid. *See* CSFRA Regs., Chpt. 12 § B, at Table 1.

21 This problem was merely compounded by the further rent increases implemented by
22 Respondent in October 2023 and January 2025. These increases were unlawful because
23 Respondent had collected earlier overcharges in rent and had not yet refunded them to Petitioner.
24 *See* CSFRA Regs., Chpt. 12 § B, at Table 1.

25 That Petitioner signed a new rental agreement with Respondent in July 2022 (*see* Exh.
26 LL-3) reflecting that unlawful amount of rent increase (from \$2,500 to \$2,800 per month) does
27 not change the analysis. A landlord is not freed from her obligations under a rent stabilization law
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1 merely because she obtained her tenant's acquiescence to an otherwise unlawful rental agreement.
2 *See, e.g., Gombiner v. Swartz* (2008) 167 Cal.App.4th 1365, 1372; *Carter v. Cohen* (2010) 188
3 Cal.App.4th 1038, 1046-8. Since a tenant can never waive their rights under the CSFRA through
4 their rental agreement (*see* CSFRA §1713), it would be against public policy to interpret
5 Petitioner's new written rental agreement, in which Respondent's 2022 rent increase was
6 contained, as authorizing a rent level for the Unit that was unlawful. Thus, Petitioner's agreement
7 to pay excess rent does not prevent him now from coming forward seek recoupment of the
8 unlawful rent amounts he paid.

9 Respondent also testified that they were not aware of the CSFRA's requirements at the
10 time they purchased the Unit. However, knowledge of the laws governing real property and its
11 use are imputed to a property owner⁶; ignorance of the CSFRA's registration requirement is
12 therefore not a defense against the consequences of the violation. *See, e.g., Tarrant v. Butler*
13 (1960) 180 Cal.App.2d 235, 240; *Winnaman v. Cambria Community Services Dist.*, (1989) 208
14 Cal.App.3d 49, 56. Although substantial compliance may be a defense to enforcement of a law in
15 certain circumstances where failure to strictly comply exists, testimony at the hearing established
16 that Respondent does not qualify for that exception, because Respondent's failure to register the
17 Unit for months after they became owners was not excusable.

18 Specifically, the disclosures given to Respondent by the Seller for their purchase confirm
19 that Respondent was, prior to the close of escrow on their purchase of the Unit, informed that
20 Mountain View had a rent control law/law. *See* Exh. LL-16 [Seller Property Questionnaire,
21 Question 17(B) and related explanation.]⁷ That disclosure was sufficient to trigger Respondent's

22 ⁶ Although this was not separately set forth in the Petition as a ground for which Petitioner
23 was seeking a rent rebate/reduction, Respondent's increase in the amount of Petitioner's security
24 deposit from \$2,500 to \$2,800 as part of the new rental agreement also violated the CSFRA. On
25 its face, the CSFRA prohibits such an increase. *See* CSFRA § 1706 subd. (c). The additional
26 security deposit amount of \$300, if actually collected by Respondent, should be refunded to
27 Petitioner, without the need for a separate petition, as part of coming into substantial compliance
28 with the CSFRA.

⁷ Mr. Satyavarpu admitted during the Hearing that he might have overlooked something in
the disclosures because they were "a big packet." The disclosure packet is 37 pages long. *See*
Exh. LL-16.

1 duty of inquiry about that law before proceeding with its purchase of the Property, to the extent
2 that it did not know or understand fully what its legal rights and obligations would be as an owner
3 of the property, particularly as they related to rent levels. *See* Civil Code § 19 [“Every person who
4 has actual notice of circumstances sufficient to put a prudent person upon inquiry as to a
5 particular fact has constructive notice of the fact itself in all cases in which, by prosecuting such
6 inquiry, he or she might have learned that fact.”] It was incumbent upon Respondent to undertake
7 due diligence necessary to understand its obligations as a Mountain View landlord generally,
8 including the obligation to register the Unit annually with the City, and to determine specifically
9 the compliance status of their predecessor at the time of their purchase of the Unit in 2022 and
10 certainly no later than the time Respondent elected to undertake an increase in the rent for the
11 Unit.⁸ Nothing in the evidentiary record explains Respondent’s failure to do so. Certainly,
12 Respondent has invested significant amounts into improving the Unit and appears to be
13 proceeding in good faith as a landlord; indeed, Petitioner’s testimony acknowledging his
14 landlord’s efforts merely confirms this. Unfortunately, Respondent’s good faith is simply not
15 cognizable as a defense to a claim for refunds of unlawful rent increases within the meaning of
16 the CSFRA.

17 Respondent also testified that the other tenants at the Andsbury apartment complex pay
18 significantly more rent than Petitioner.⁹ This too is not a defense to Petitioner’s claim. Pursuant to
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20 ⁸ Mr. Satyavarpur testified that he had acquired some basic understanding about “AB 1482”,
21 the Tenant Protection Act of 2019 [codified at Civil Code section 1946.2 *et seq.*] when he bought
22 the Andsbury apartment complex. Yet Respondent’s 2022 rent increase, would have been just as
23 unlawful even if the Unit were not governed by the CSFRA, but instead only by AB 1482. Under
24 that body of law, the only lawful annual rent increase would have been 5% plus the change in the
CPI, up to a maximum of 10% per year. *See* Civil Code § 1947.12. In 2022, Respondent’s
increase of 12% was in excess of that cap. The CSFRA, which actually governs the Unit, ties the
annual general adjustment to the CPI, with no 5% “bonus.”

25 ⁹ Respondent also testified about, and submitted documentary evidence relating to, the fact
26 that it pays Petitioner monthly for gardening services for the Andsbury complex. *See* Exh. LL-11.
27 Respondent’s contention was that this was another way it had tried to “help Petitioner’s family.”
28 However, Respondent confirmed that this agreement for gardening services was completely
independent from the rental agreement and did not impact it.

1 the Costa Hawkins Act (Civil Code §§ 1954.50 *et seq.*), whenever a rental unit becomes vacant
2 the initial rent charged by a landlord for a new tenancy may be set at whatever amount, and
3 calculated in whatever manner, the landlord desires. *See* Civil Code §1954.52(a)(3)(C);
4 1954.53(c); *see also* CSFRA § 1708. After that initial rent rate is set, that amount becomes the
5 “base rent” against which all future rent increases are controlled by the CSFRA. *See* CSFRA, §
6 1702 subd. (b)(2). Rent increases may thereafter be taken by a landlord only in accordance with
7 the specific provisions of the CSFRA – either as annual general adjustments or following an
8 approved landlord petition for upward rent adjustment. *See* CSFRA §1706 subd. (b).

9 Respondent confirmed in its testimony about its remodeling efforts that all the tenants at
10 the Andsbury apartment complex other than Petitioner are new; to wit, unlike Petitioner they were
11 not tenants at the time Respondent purchased the apartment complex. In contrast, Petitioner has
12 lived at the Unit since 2021, before it was sold to Respondent. While Respondent’s predecessor in
13 interest was free to set Petitioner’s *initial* rent at whatever level it deemed fit, that same discretion
14 did not accrue to Respondent when it purchased the building. Instead, Respondent is bound by
15 whatever the lawful rent is considering that Petitioner’s rent has been controlled by the CSFRA
16 continuously since 2021.

17 The evidence was clear that Respondent required Petitioner to pay, and that Petitioner
18 paid, rents to Respondent which exceeded the maximum lawful rent for the Unit beginning in
19 2022 and continuing through the date of the Hearing. Respondent therefore has been ineligible for
20 *any* rent increases at all over and above Petitioner’s base rent of \$2,500. Petitioner is therefore
21 entitled to a refund of all rents paid to Respondent beginning in August 2022 which exceeded
22 \$2,500 per month. Those overages must all be returned to Petitioner as a precondition to
23 Respondent’s eligibility for any future rent increase for the Unit.

24 **II. Petition B: Failure to Maintain**

25 In addition to the request for a rebate of rents which exceeded legal levels, Petitioner also
26 sought a rent reduction and rebate because of several conditions that existed at the Unit: (a) rat
27 infestation; (b) cockroach infestation; (c) a partially nonfunctional stove; and (d) a nonfunctional
28

1 refrigerator. *See* Exs. T-1 [at pp. ; T-2 [at Wks. 4.] The CSFRA permits a tenant to file a petition
2 seeking a downward adjustment of rent if his or her landlord has failed “to maintain a Rental Unit
3 in compliance with governing health and safety and building codes, including but not limited to
4 Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and
5 17920.10...” *See* CSFRA §1710 subd. (b)(1). A failure to maintain these conditions is deemed a
6 rent increase for the purposes of the CSFRA. *Id.* To prevail on such a petition, a tenant must show
7 through a preponderance of the evidence that his landlord had received reasonable notice of
8 conditions rendering the rental noncompliant with the requirements for habitability. *See* CSFRA
9 §1710 subd. (b)(2).

10 A. Rat Infestation:

11 Civil Code section 1941.1 and Health and Safety Code section 17920.3 each confirm that
12 vermin infestation is an extremely serious condition affecting the habitability of a rental unit
13 because rodents often are vectors for serious disease and illness.

14 There was no conflict in the evidence about the duration of the rat problem or its severity
15 at the Unit. The affirmative evidence submitted by Petitioner confirmed that the infestation at the
16 Unit was significant. Upon inspection, there was visible evidence of damage to the Unit in several
17 locations in the Unit because of gnawing according to the City’s inspection report. Although the
18 condition had abated by the time of the April 2025 inspection, visible detritus from rat runs,
19 particularly at the attic entry point on one end of the house, remained. Additionally, in both the
20 laundry room where the rats were gaining entrance through the window screen, and creating holes
21 in the washer and dryer hoses, as well as the adjacent kitchen, significant electrical problems exist
22 (to the point where a short occurred during the inspection, resulting in a small explosion and
23 smoke) in the areas where Petitioner testified most of the rat activity occurred.

24 In response to the Petition, Respondent highlighted the proximity of the Andsbury
25 apartment complex to the Willowgate Community Garden (located at the end of Andsbury
26 Avenue.) Recognizing that Respondent is probably correct that the garden is an attractive
27 nuisance for rodents, nonetheless this fact does not excuse Respondent’s failure to meaningfully
28

1 address the presence of rats at the Unit after it received notice of them. Civil Code section 1941.1
2 provides that a unit is untenable if it substantially lacks one or more of the characteristics set
3 forth in the statute. As is relevant to this Petition, the most significant requirement that the
4 “*Building, grounds, and appurtenances. . .and all areas under control of the landlord, kept in*
5 *every part. . . free from. . . rodents.*” Civil Code §1941.1 subd. (a)(6). [Emph. added.] In other
6 words, Respondent’s duty to keep the rental premises free from rodents extends beyond the four
7 walls of the Unit itself. The appurtenant grounds, including the outside trash area for the complex
8 (which is next to the Unit), must also be maintained rodent-free. The presence of the adjacent
9 community gardens means, unfortunately, that Respondent would be required undertake more
10 steps on an ongoing basis than most other landlords to ensure that rats do not opportunistically
11 invade his rental units.

12 There is no evidence that this occurred. Respondent testified that it directed Clark Pest
13 Control to place rat traps at the Unit and give Petitioner some as well. However, given the
14 severity of the problem, which Petitioner testified he talked to Respondent about “four or five”
15 times, Respondent was obligated to do more. Crucially, Respondent elected to *not* have Clark
16 Pest Control undertake a “rat exclusion” inspection of the property when it hired the company in
17 August 2023. *See* Exh. LL-5. Having failed to make that election at a time when it had been told
18 that there was a rat problem at the Unit, and comparatively early on in the timeline of the
19 infestation, Respondent cannot now avoid the consequences of that decision.

20 Implying (but not testifying directly) that the problem with rats might have been caused
21 by Petitioner, Respondent also testified that the other rental units at the Andsbury complex had
22 not reported any problems with rats. This, however, is irrelevant; a landlord’s duty to one tenant
23 is not reduced merely because its other tenants do not make the same complaints. Respondent
24 submitted no evidence that rats were at the Unit solely because of any act by Petitioner.

25 Given that the existence of rats was undisputed, and that it was undisputed that
26 Respondent had received notice of the rats but failed to undertake meaningful steps to correct the
27 problem, resulting in the elimination of rats from the Unit solely through Petitioner’s self-help
28

1 efforts, Petitioner is entitled to a partial rebate of rents for the period of time the rat infestation
2 was active at the Unit. Petitioner sought a rent reduction of only \$100.00 per month (representing
3 just 3.2% of Petitioner's current rent of \$3,150.00 per month and only 4% of Petitioner's
4 maximum legal rent of \$2,500 per month.) This Hearing Officer finds that this amount simply
5 does not reflect the type of infestation, its severity or its duration, its impact on Petitioner's use of
6 the Unit, or the Respondent's comparative lack of diligence in addressing the rat problem once it
7 was notified. This Hearing Officer therefore exercises her discretion to award a larger rent rebate.
8 A reduction of fifteen (15%) percent of the base rent of \$2,500.00, for the period of time the
9 infestation, is more appropriate on the evidentiary record for this Petition.

10 B. Cockroach Infestation:

11 The presence of cockroaches—a condition violating Civil Code section 1941.1's
12 prohibition against vermin —creates a “strong indication of a materially defective condition”
13 (*see, e.g., Peviani v. Arbors at California Oaks Property Owner, LLC* (2021) 62 Cal.App.5th 874,
14 891). There was no conflict in the evidence submitted by parties about whether a cockroach
15 infestation existed at the Unit beginning in early 2022 (before Respondents purchased the Unit.)
16 Both parties agreed that there was, and that it had continued for a long time even though, as of the
17 date of the Hearing, Petitioner said that the roach problem was about “90% resolved.” The
18 testimony on behalf of Petitioner confirmed that the infestation was significant in the kitchen, to
19 the point where roaches were invading foodstuffs and could be seen swarming the kitchen
20 countertops at night. Petitioner admitted, however, that the roaches at the Unit were seen in other
21 rooms only occasionally.

22 The dates of initial cockroach infestation at the Unit are inconsistent with the Petitioner's
23 workbook. Petitioner's workbook listed March 15, 2024 as the year that problems with roaches
24 began at the Unit; it also states that Petitioner reported the presence of cockroaches to the
25 landlord in March, 2024. *See* Exh. T-2 (Wks. 4). However, at the Hearing Mr. Garcia and Ms.
26 Camacho both testified that cockroaches were first seen in the Unit a year before the rat
27 infestation problem began. There was no conflict in the parties' testimony that the rat infestation
28

1 at the Unit began in early 2023. Additionally, (1) Respondent's evidence confirms that the first
2 *interior* pest treatment at the Unit was in July 2023 (*see* Exh. LL-8). It also reflects that Clark
3 Pest Control came to the Unit at Respondent's request to treat what it described as a "heavy"
4 presence of German roaches in the Unit's kitchen in February 2024, a month earlier than the
5 March 2024 date shown in Petitioner's workbook. *See* Exh. LL-11 (at p. 5.) Taken holistically,
6 this evidence confirms a timeline for cockroach infestation at the Unit beginning in early 2022,
7 despite the dates in the workbook.

8 Respondent did not own the Unit in early 2022 when the cockroach problem apparently
9 first began, and there is no evidence in the record addressing that period or about any possible
10 cause.¹⁰ That the problem began before Respondent owned the Unit, however, does not absolve
11 the current owner from the responsibility to ensure that the Unit is free from vermin; a rental
12 unit's landlord is charged with the obligation to maintain premises in a reasonably safe and
13 habitable condition. *See, e.g., Schreiber v. Lee*, 47 Cal. App. 5th 745, 758 citing 6 Miller & Starr,
14 Cal. Real Estate (4th ed. 2019) § 19:53, pp. 19-245 to 19-247 Under the CSFRA, "landlord" is
15 defined as including successors in interest. *See* CSFRA §§ 1702 subd. (j) and 1710. Petitioner
16 submitted no evidence that he had advised the predecessor landlord about the cockroach
17 infestation in any event. When asked when he first advised the landlord about the cockroach
18 problem, he testified that he talked to Respondent about both issues together each time, but his
19 emphasis was on the rats because they were his primary concern. Since the rat infestation did not
20 begin until early 2023, Petitioner did not submit any evidence that he advised either Respondent
21 or his predecessor landlord of the problem until a year later (his workbook says that Respondent
22 was advised in March 2023.)

23 Respondent submitted substantial testimonial and documentary evidence of its efforts to
24 address cockroach conditions at the Unit once it was told about the problem, raising an
25 affirmative defense: that the cockroach infestation was caused by Petitioner's conduct.

26 ¹⁰ Had the rental units at the Andsbury apartment complex shared any common walls, a
27 possible explanation could have been Respondent's substantial remodeling work beginning in
28 2022. However, each of the rental units at the complex are stand-alone buildings.

1 Specifically, Respondent submitted evidence that Petitioner's failure to keep the Unit's stove and
2 kitchen in clean condition was the reason for the cockroach infestation at the Unit. A condition in
3 a rental unit, if caused by the tenant's own conduct, cannot support a rent decrease under the
4 CSFRA – such an award must flow from a finding that a landlord failed to maintain the rental
5 unit and correct any problems with habitability following notice. *See* CSFRA § 1710 (b). Just as
6 Petitioner bore the burden of establishing through a preponderance of the evidence that there was
7 a condition affecting habitability that had not been corrected after notice, Respondent bore the
8 burden of proof on its affirmative defense that Petitioner's conduct, rather than Respondent's
9 failure to maintain the rental unit, was the cause of the cockroach infestation in the Unit.

10 Respondent was partially successful in that regard. Despite treatment efforts as noted in
11 the Clark Pest Control service reports, it was almost 18 months after Budget Pest Control first
12 went to the Unit when the parties finally discovered what appeared to be a major source of the
13 kitchen's ongoing cockroach infestation despite treatment. On February 4, 2025, Clark Pest
14 Control technicians (having observed pest feces and seeing movement in crevices) discovered one
15 or more roach nests located in crevices between the stove and the kitchen countertop. *See* Exh.
16 LL-11(at p. 29.) In its report, the pest technician observed that the stove "looked as though the
17 stove hadn't been cleaned for a while" and that there was a build-up of food/grease "on the side
18 of the stove." *Id.* That same report noted that Petitioner was advised about "sanitation."
19 Respondents also submitted photographs of the cubby/countertop in which the stove had resided
20 before being pulled out. Those photographs show an accumulation of debris on the floor and on
21 the side ledges of the counter/cabinet housing near the floor.¹¹ Respondent also submitted
22 photographs confirming the presence of breeding cockroaches – roach egg casings in a kitchen
23 drawer *See* Exh. LL-17.

24 Considering Respondent's video and photo evidence about the condition of the area in
25 which the roach nest(s) was/were ultimately discovered in February 2025, and the timelines of

26 ¹¹ One photograph also shows an accumulation of what appears to be rat feces in the
27 "cubby" for the stove, further confirming the significant intrusion of rats into the Unit itself and
28 its longevity. *See* Exh. LL-23.

1 when the infestation began (in early 2022, prior to Respondent's purchase of the Unit)
2 Respondent has not shown that a lack of sanitation at the Unit was the *cause* of the infestation.
3 Instead, the infestation appears to have been fueled by roach nests located in areas that are not
4 reasonably accessible to the tenant: crevices and spaces between the stove and the countertops.
5 These were solely the responsibility of Respondent, who remodeled countertops at the Unit in
6 early 2023 and installed the new stove at the end of the 2023, and thus was charged with the duty
7 to ensure that the housing for the stove fit in a secure enough manner (or to caulk any gaps) to
8 eliminate areas where foodstuffs and/or grease could accumulate over time. It is not a reasonable
9 expectation that a tenant physically move heavy appliances, such as "built in" stoves that are
10 nested within a countertop as is the case with the Unit, out of their position to undertake *routine*
11 inspections or cleaning of areas that are not already accessible generally, and Petitioner cannot be
12 charged with the failure to have done so here.

13 That being said, Respondent has submitted substantial evidence that Petitioner's own
14 conduct has been a factor in the cockroach infestation not having been fully resolved despite
15 aggressive treatment by Respondent. While expecting tenants to move appliances is not
16 reasonable, it *is* a reasonable expectation that, when food and grease spills occur, they are
17 diligently cleaned up unless impossible. Even setting aside for the sake of discussion that the
18 sides of the Unit's stove are almost entirely encased in the countertop, there was still significant
19 build up visible—and most crucially, accessible to the tenant—in other areas (the stovetop, and
20 the upper side and rear top edges of the stove above the edge of the countertop and the floor
21 directly underneath the front edge of the stove) for which insufficient cleaning appeared to be an
22 issue.

23 On this record, therefore, the evidence that both parties share responsibility for the
24 cockroach problem at the Unit. In other contexts, where there is a situation then two opposing
25 parties each play a role in causing or maintaining a problem, the doctrine of comparative
26 negligence comes into play. Specifically, where a defendant contends that a plaintiff's own
27 negligence is a substantial factor in the harm about which they complain, financial responsibility
28

1 for the harm faced by the plaintiff should be apportioned between the parties. *Li v. Yellow Cab*
2 (1975) 13 Cal.3d. 804. In other words, the financial consequences can be apportioned between
3 them in accordance with their comparative fault.

4 The comparative negligence doctrine is particularly apt here as it relates to the amount of
5 rent reduction Petitioner should receive given the indisputable existence of the infestation yet
6 substantial evidence of Petitioner's contribution to the problem. After considering the evidence
7 holistically and considering the acts of both Petitioner and Respondent, an allocation of
8 responsibility for the problem of 70% to Petitioner and 30% to Respondent is justified on this
9 record. Petitioner requested a rent reduction of \$350.00 per month because of the cockroach
10 infestation. *See* Exh. T-2 [at Wks. 4.] In the abstract, that level of reduction would have been fair
11 and reasonable to award to Petitioner had his own conduct played no role in the harm because the
12 infestation was both significant and long-standing, despite Respondent's good faith efforts.
13 Applying a comparative fault approach, that \$350.00 amount will be reduced to \$105.00 per
14 month, reflecting that Respondent is responsible for only 30% of the reduction in rent value due
15 to the cockroach infestation.

16 Defective Stove:

17 Petitioner also sought a rent reduction due to an only partially working stove, for the
18 period beginning December 2, 2024. *See* Exh. T-2 [Wks. 4.] In support, Petitioner submitted
19 photographs showing only 2 of the 5 burners in the stove as operational. *See* Exhs. T-10 through
20 T-12. Respondent did not dispute that the stove had nonfunctional burners as of the date of the
21 Hearing. Instead, Respondent contended that the problems with the stove were caused by
22 Petitioner's failure to keep the stove area clean and sanitary, which attracted the cockroaches that
23 were ultimately responsible for the stove circuits failing according to Whirlpool.

24 Respondent submitted multiple photographs and videos (taken on a day when significant
25 pest control treatment work was being done) showing a dirty stovetop (as well as significant wear
26 and tear to the induction burners, suggesting improper cleaning methods given the newness of the
27 stove) and significant accumulations of grease and food particles on the stovetop and on both
28

1 upper side edges of the stove.¹² See Exhs. LL-14 through LL-16. These accumulations are visible
2 and obvious to the naked eye even in the videos when the stove is in place. In one video, the
3 inside of the range is also visible and while it did not show the same type of accumulation of
4 grease and debris as the exterior of the stove, its cleanliness could also have been better.

5 Where a tenant's conduct causes damage to a rental unit, the tenant, not his landlord, is
6 responsible for repairing the damage. See Civil Code § 1941.2 subds. (1) and (3) [Landlord has no
7 duty to repair dilapidation where the tenant has failed to (a) keep the part of the premises he
8 occupies as clean and sanitary as the condition of the premises permits; and (b) "properly use and
9 operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their
10 condition permits."] As the Unit's stove was brand new when it was purchased and installed (on
11 some date after November 24, 2023), a reasonable inference can be made that the circuits being
12 destroyed and the stove burners becoming nonfunctional just over a year after installation was
13 directly tied to the cockroach conditions and an overall lack of care for the stove by Petitioner,
14 and not to any failure on the part of Respondent with regard to the stove. Because the cockroach
15 conditions which led to this are addressed above as a separate basis for Petitioner's request for
16 rent relief, a separate rent recovery for the nonfunctioning stove is not justified where there is no
17 evidence that the reason the stove burners was primarily Respondent's failure to maintain the
18 Unit. However, as the Unit's current stove is largely non-functional and must be replaced again,
19 Respondent will be given primary responsibility for doing so and will be permitted to offset 70%
20 of the cost for the replacement stove. This outcome is in keeping with the finding that Petitioner
21 is 70% responsible for the cockroach conditions which led to the destruction of the current stove.

22 Defective Refrigerator:

23 At the Hearing, Petitioner admitted that problems with the refrigerator's operation arose
24 solely because the electrical outlet into which the refrigerator was plugged did not work. Once the
25 refrigerator was connected to power on a different wall, it was functional. To be sure, this
26

27 ¹² There were also large streaks of grease down both sides of the stove and accumulations of
28 food at the bottom edges of the "cubby" in which the stove sits within the countertop.

1 temporary fix (using an extension cord to reach electrical power that is otherwise unavailable to
2 the refrigerator) cannot be a permanent fix to the actual problem with the Unit (defective
3 electrical outlets) and the parties have been told to stop using it (*see* Exh. HO-7–Electrical, Item
4 9). However, Petitioner did not seek rent relief on the grounds that there were electrical faults in
5 the Unit adversely impacting its use of the refrigerator in the kitchen. While the two complaints
6 are related in this case, they are different enough in character that this Hearing Officer believes
7 that she is without jurisdiction to make any rent adjustment because of any ongoing problem
8 created by the Unit’s electrical systems.¹³

9 **ORDER**

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

11 1. It is **FOUND** that as of August 1, 2022, the maximum lawful rent for the Unit was
12 \$2,500.00 per month.

13 2. It is further **FOUND** that as of August 1, 2022, the rent for the Unit was raised by
14 Respondent in violation of Section CSFRA Regulations, Chpt. 11, § B subd. (1) because the Unit
15 was not registered with the City of Mountain View Rent Stabilization Division as of the date, and
16 that Petitioner paid that increased rent going forward.

17 3. It is further **FOUND** that, by collecting rents from Petitioner beginning on August
18 1, 2022 which exceeded the maximum lawful rent, Respondent went out of substantial compliance
19 with the CSFRA and became ineligible to impose rent increases for the Unit until such time as the
20 excess rents are refunded to Petitioner.

21 4. It is further **FOUND** that Respondent imposed further rent increases in October
22 2023 and January 2025 that were not lawful under the CSFRA because Respondent was not in
23 substantial compliance with the CSFRA at the time the increases were imposed.

24 5. It is therefore **ORDERED** that because of the violation of the CSFRA, Petitioner
25 is entitled to receive from Respondent a refund of excess rents in the total amount of Sixteen
26

27 ¹³ Respondent has been ordered to do a thorough inspection of the electrical wiring in the
28 attic of the Unit due to concerns that it has been damaged by the rat infestation. *See* Exh. HO-7.

1 Thousand Seven Hundred and Five Dollars and Seven Cents (\$16,705.07), calculated as follows:

- 2 • August 1, 2022 – September 30, 2023 (14 months @ 300.00/month): \$4,200.00
- 3 • October 1, 2023 – December 31, 2024 (15 months @ 500.00/month): \$7,500.00
- 4 • January 1, 2025 – July 31, 2025 (7 months @ \$650.00/month): \$4,550.00
- 5 • August 1, 2025 – August 21, 2025 (21 days @ 21.67/day:) \$455.07

6 6. It is **FOUND** that Petitioner has met his burden of proof to establish, through a
7 preponderance of the evidence, that a condition (rat infestation) violating Civil Code section
8 1941.1 and Health and Safety Code section 17930.3 existed at the Unit from January 1, 2023
9 through October 1, 2024.

10 7. It is further **FOUND** that Respondent received notice of the rat infestation at the
11 Unit no later than March 20, 2023, but failed to eliminate the infestation within a reasonable time
12 following notice.

13 8. It is therefore **FOUND** that Petitioner is entitled to a rebate of twenty percent
14 (20%) of the base rent for the Unit the period of April 20, 2023 (thirty (30) days after Respondent
15 was provided with written notice of a rat infestation at the Unit) until October 1, 2024 (the date
16 shown in Petitioner's workbook as the date that the rat infestation was fully resolved.)

17 9. It is therefore **ORDERED** that Petitioner shall receive from Respondent a further
18 rent rebate in the amount of Eight Thousand Six Hundred Eighty-Three and 33/100 Dollars
19 (\$8,683.33), due to rat infestation, calculated as follows:

- 20 • April 20-30, 2023: \$183.33 [11 Days @ \$16.66 per day]
- 21 • May 1, 2023 – September 30, 2024 - \$8,500 (17 months @ 500.00/month]

22 10. It is further **FOUND** that Petitioner has met his burden of proof to establish,
23 through a preponderance of the evidence, that a condition (cockroaches) violating Civil Code
24 section 1941.1 and Health and Safety Code section 17930.3 existed at the Unit from March 15,
25 2023 through October 1, 2024.

26 11. It is further **FOUND** that Respondent received notice of the cockroach infestation
27 no later than March 15, 2023, but failed to correct the problem within a reasonable time following
28

1 notice.

2 12. However, it is also **FOUND** that Respondent made timely, ongoing, good faith,
3 efforts to correct the cockroach conditions upon notice, and that Petitioner's conduct relating to
4 maintenance of the stove's cleanliness was a factor in both the severity of the cockroach problem
5 and the duration of the infestation.

6 13. It is also **FOUND**, based upon the evidence received from both parties, that
7 Petitioner and Respondent share responsibility for the cockroach condition, such that the amount
8 of rent reduction otherwise awardable to the Petitioner must be reduced by the amount of fault
9 vested in Petitioner. It is further **FOUND** that the responsibility for the condition rests 70% with
10 Petitioner and 30% with Respondent.

11 14. It is therefore **FOUND** that Petitioner is entitled to a downward rent adjustment of
12 \$105.00 per month, a reduction of 4.2% from his maximum lawful rent level of \$2,500 beginning
13 on April 15, 2023, (thirty (30) days after Respondent was given notice of a cockroach infestation
14 at the Unit) through the date of the Hearing and continuing until such time as the infestation is
15 fully resolved at the Unit.

16 15. It is therefore **ORDERED** that Petitioner is entitled to a further partial refund of
17 rents paid to Respondent because of the presence of cockroaches at the Unit, in the amount of
18 Two Thousand Nine Hundred Sixty Four and 50/100 Dollars (\$2,964.50) calculated as follows:
19 28 months @ \$105.00 per month and 7 days @3.50 per day.

20 16. It is further **ORDERED** that the Parties shall share the cost of a replacement stove
21 for the Unit. Petitioner shall be responsible for paying 70% of the replacement cost; Respondent
22 shall be responsible for 30% of the replacement cost. Respondent shall be permitted to offset
23 Petitioner's share of the cost of a replacement stove from the refunds otherwise due to Petitioner
24 pursuant to this Order and shall, upon request, provide Petitioner with a copy of the purchase
25 receipt for the new stove.

26 17. It is therefore **ORDERED** that Respondent shall pay to Petitioner the total sum of
27 Twenty Eight Thousand Three Hundred and Fifty Two and 90/100 Dollars (\$ 28,352.90),
28

1 allocated as follows:

- 2 • Unlawful Rent Changes: \$16,705.07
- 3 • Reduction of Rents – Rat Infestation: \$8,683.33
- 4 • Reduction of Rents – Cockroach Infestation: \$2,964.50

5 18. It is further **ORDERED** that the maximum legal rent for the Unit shall be reduced
6 from \$2,500.00 to \$2,395.00 per month (representing a reduction of \$105.00 per month) effective
7 the date of this order and that it shall remain \$2,395.00 per month until such time as Respondent
8 fully abates the cockroach infestation conditions at the Unit.

9 19. It is further **ORDERED** that, once this conditions are abated, the maximum lawful
10 rent level shall remain at \$2,500 per month until Respondent; (a) fixes any electrical/wiring issues
11 that exist at the Unit as necessary to ensure that the Unit's refrigerator may be operated without
12 the use of an extension cord as ordered by the City of Mountain View (*see* Exh. HO-7); (b)
13 Respondent is otherwise in substantial compliance with the CSFRA and (c) after substantial
14 compliance with this Order and the CSFRA is achieved, Respondent issues a notice of rent
15 increase complying with the requirements of state law and the CSFRA in terms of the amount and
16 the timing, and the notice period for that increase has expired.

17 20. It is further **FOUND** that Petitioner did not meet his burden of proof to show that
18 the partially inoperable stove at the Unit was caused by a failure to maintain the Unit by
19 Respondent that was independent of the cockroach condition for which Petitioner has already
20 been granted rent relief, above.

21 21. It is further **FOUND** that Petitioner did not meet his burden of proof to show by a
22 preponderance of the evidence that there was any defective condition in the Unit's refrigerator
23 rendering it inoperable.

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

27 23. It is further **ORDERED** that if Petitioner does not receive full payment from
28

1 Respondent of the refund reflected by this order by September 30, 2025 or within thirty (30) days
2 of the date on which this decision becomes final, whichever date is later, Petitioner shall be
3 entitled to withhold rent payments until such time as they have withheld a total of \$ 28,352.90
4 (less any sums Respondent pays directly to Petitioner pursuant to this order.) Petitioner may refer
5 to **Attachment 1** to this Decision the recommended Credit Schedule in the event that he must
6 withhold rent to recover the sums awarded to him by this decision.

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

10 25. It is further **ORDERED** in the event that this Decision is appealed, the final appeal
11 decision shall include an updated refund schedule as applicable. Additionally, if this Decision is
12 appealed, pending the outcome of the appeal this Decision will not be considered final until the
13 appeal decision is issued.

14 26. It is further **ORDERED** that if the amounts awarded by this decision are not paid
15 in full by Respondent to Petitioner by the deadlines set forth herein, in addition to other remedies
16 Petitioners shall be entitled to obtain a money judgment against Respondent from a court of
17 competent jurisdiction, in an amount equal to the amount of the unpaid payments ordered herein,
18 plus interest accruing from the date of this Decision at the statutory rate of ten percent (10%)
19 pursuant to CSFRA §1714(b) and (g).

20 27. If there is a factual dispute between Petitioner and Respondent about any amount
21 ordered to be refunded under this provision, Petitioner shall not be required to file a new petition
22 for a downward rent adjustment. Instead, Petitioner may file a compliance petition asking the
23 Rent Stabilization Division to reopen this proceeding and schedule a compliance hearing at which
24 evidence and argument can be evaluated by this Hearing Officer pursuant to CSFRA Regulations,
25 Ch. 5, Section J (1).

26 28. The legal obligation to make the payments and credits due to Petitioner pursuant to
27 this Decision shall be enforceable as against any successor in interest or assignees of Respondent
28

1 in the Unit.

2

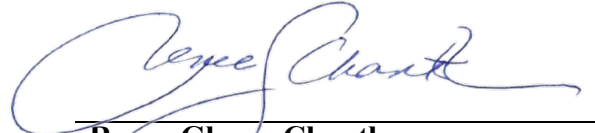
IT IS SO ORDERED.

3

4 DATE: September 2, 2025

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Renee Glover Chantler
Hearing Officer

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Petition No.: C23240059

Address: 247 Andsbury Drive, Unit [REDACTED]

EXHIBIT LIST

Petitioner's Exhibits

Exhibit #	Description
T-1	Petition (12/20/2024)
T-2	Workbook AB (12/20/2024) ¹⁴
T-3	Notice of Sale and Entry (03/18/2022)
T-4	Compilation: Rent Payments (Partial: April 2021-December 2024)
T-5	Letter re: Rent Increase (10/28/2024)
T-6	Rent Payment (February 2025)
T-7	Compilation: Rent Payments (January 2025, March – April 2025)
T-8	Compilation: Photographs (Window Screen – 2 Photographs, undated) ¹⁵
T-9	Photograph: Upper Corner of Exterior Wall (Juncture between Brick and Stucco)
T-10	Text Message [re: Stove Burner] (12/9/2024)
T-11	Text Message [re: Refrigerator] (12/9/2024)
T-12	Text Message [re: Pest Control – from Respondent] (3/20/2025)
T-13	Photograph: Electric Stove (Undated; Showing 3 active burners)
T-14	Photograph: Dead Rat (Undated)
T-15	Photograph: Cockroach (Undated; next to electrical charger and cord)
T-16	Photograph: Filled Roach Trap (Undated)
T-17	Photograph: Cockroach (Undated; on countertop)

¹⁴ The workbook file's title is dated December 13, 2024. However, until a petition is actually submitted, this required component is not considered final. For the purposes of this decision, the workbook submitted by Petitioner is therefore deemed to have an effective date identical to that of the Petition: December 20, 2024.

¹⁵ These photographs were submitted as separate exhibits by Petitioner. However, as they show the same window screen from different distances, they were consolidated by this Hearing Officer into a single exhibit.

Exhibit #	Description
T-18	Text Message [re: Stove Burner; showing 2 of 4 active burners] (3/11/2025)

Respondent's Exhibits

Exhibit #	Description
LL-1	Representative Authorization Form (4/17/2025)
LL-2	Petition Response Form (1/23/2025)
LL-3	Residential Lease or Rental Agreement (7/10/2022)
LL-3A	Excerpt from Residential Lease Agreement re: Appliances
LL-4	Rent Increase Notice (6/15/2023)
LL-5	Rent Increase Notice (10/28/2024)
LL-6	Clark Pest Control ["Residential Pest Services Agreement"] (Inspection Date: 8/15/2023)
LL-7	Clark Pest Control ["Year Round Commercial Pest-Away"] (1/25/2024)
LL-8	Compilation: Invoice, One-Time Service Agreement and "Notice to Home Owner or Tenant [REDACTED]/Budget Pest Control (7/29/2023)]; Bank of America Advice [Check [REDACTED] to Budget Pest Control] (7/28/2023)
LL-9	Compilation: Invoices [Clark Pest Control] (8/15/2023, 11/15/2023, 1/25/2024, 2/23/2024, 4/29/2024, 5/31/2024, 8/23/2024, 9/30/2024, 10/14/2024, 11/27/2024, 12/17/2024, 1/31/2025, 3/7/2025, 4/4/2025, 5/2/2025)
LL-10	Compilation: Credit Card Receipts [Clark Pest Control] (8/16/2023, 9/15/2023, 11/15/2023, 12/15/2023, 1/15/2024, 1/20/2024, 1/30/2024, 2/27/2024, 10/1/2024, 12/19/2024, 1/31/2025, 3/11/2025, 4/6/2025)
LL-11	Compilation: Service Reports [Clark Pest Control] (1/25/2024, 1/29/2024, 2/23/2024, 3/22/2024, 4/29/2024, 5/31/2024, 6/21/2024, 7/24/2024, 8/23/2024, 9/30/2024, 10/14/2024; 11/27/2024, 12/17/2024, 1/31/2025; 2/3/2025; 3/7/2025; 4/4/2025; 5/2/2025)
LL-12	Compilation: Orders [German roach control products] (10/30/2023)
LL-13	Compilation: Screenshots – Google Mail (2 documents.) ¹⁶

¹⁶ These were submitted by Respondent as separate documents; however as they both appear to be related to the same subject (emails transmitting service reports from Clark Pest Control), they have been consolidated by the Hearing Officer into a single exhibit.

LL-14	Video – Kitchen Stove Enclosure/Cabinet Spray (Undated; 33 seconds)
LL-15	Video – Kitchen Stove Enclosure Spray (Undated; 36 seconds)
LL-16	Video – Kitchen Stove Enclosure Spray (Undated; 44 seconds)
LL-17	Photograph – Drawer Interior (Undated; showing cockroach egg casings)
LL-18	Letter from Srinivas Satyavarpu to City of Mountain View - “Remodel of 247 Andsbury Avenue, Mountain View, CA 94043” (5/13/2025)
LL-19	Property Disclosures – 247 Andsbury Avenue, Mountain View (5/17/2022)
LL-20	Receipt [Home Depot ; handwritten note “Refrigerator” (2/12/2023)]
LL-21	Agreement [Home Depot Special Services (2/12/2023)]
LL-22	Online Printout: Wells Fargo Bank [Payments to “Gustavo Garcia Andsbury Landscaping”] (4/16/2025)
LL-23	Photograph: “Under Countertop” (Undated)

Hearing Officer Exhibits

Exhibit #	Description
HO-1	Notice of Filing Petition for Downward Adjustment (1/8/2025)
HO-2	Notice of Acceptance and Forwarding of Petition (1/21/2025)
HO-3	Community Portal Page re: Registration – 247 Andsbury Drive, Mountain View
HO-4	Summary Of Pre-Hearing Conference Call And Order (April 4, 2025)
HO-5	Notice of Hearing Officer Prehearing Order and Notice of Hearing (4/14/2025)
HO-6	Post-Hearing Order for Submission of Additional Evidence (4.25/2025)
HO-7	City of Mountain View MFH Inspection Report (4/28/2025)

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
08/2022	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
09/2022	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
10/2022	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
11/2022	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
12/2022	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
01/2023	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
02/2023	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
03/2023	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
04/2023	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
05/2023	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
06/2023	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
07/2023	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
08/2023	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
09/2023	\$ 2,800.00	\$ -	\$ 2,500.00	\$ 300.00
10/2023	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
11/2023	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
12/2023	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
01/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
02/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
03/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
04/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
05/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
06/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
07/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
08/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
09/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
10/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
11/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
12/2024	\$ 3,000.00	\$ -	\$ 2,500.00	\$ 500.00
01/2025	\$ 3,150.00	\$ -	\$ 2,500.00	\$ 650.00
02/2025	\$ 3,150.00	\$ -	\$ 2,500.00	\$ 650.00
03/2025	\$ 3,150.00	\$ -	\$ 2,500.00	\$ 650.00
04/2025	\$ 3,150.00	\$ -	\$ 2,500.00	\$ 650.00
05/2025	\$ 3,150.00	\$ -	\$ 2,500.00	\$ 650.00
06/2025	\$ 3,150.00	\$ -	\$ 2,500.00	\$ 650.00
07/2025	\$ 3,150.00	\$ -	\$ 2,500.00	\$ 650.00
08/1/2025-08/21/2025	\$ 2,205.00	\$ -	\$ 1,749.93	\$ 455.07
	TBD	TBD	\$ -	TBD
	TBD	TBD	\$ -	TBD
	TBD	TBD	\$ -	TBD
TOTAL UNLAWFUL RENT AWARD DUE TO PETITIONER*				\$ 16,705.07

* The total does not include the potential amounts overpaid after 08/21/2025

Hearing Officer Decision re Failure to Maintain Habitable Premises and Reduction in Housing Services or Maintenance

Habitability/Housing Service Reduction Issue	Month/Year Issue Began	Month/Year Issue Resolved	Number of Months Issue Persisted	Number of Days Issue Persisted	Monthly Rent	Percentage Reduction	Monthly Reduction (\$)	Daily Reduction (\$)	Total Rent Reduction Awarded
Rat Infestation	4/20/2023	4/30/2023	0	11	\$ 2,500.00	20.0%	\$ 500.00	\$ 16.67	\$ 183.33
	5/1/2023	9/30/2023	17	0	\$ 2,500.00	20.0%	\$ 500.00	\$ 16.67	\$ 8,500.00
Cockroaches	4/15/2023	8/21/2025	28	7	\$ 2,500.00	4.2%	\$ 105.00	\$ 3.50	\$ 2,964.50
Defective Stove**	TBD	TBD	TBD	TBD	\$ -	0%	\$ -	\$ -	TBD
	TBD	TBD	TBD	TBD	\$ -	0%	\$ -	\$ -	TBD
TOTAL HABITABILITY/HOUSING SERVICE REDUCTION AWARD DUE TO PETITIONER**									\$ 11,647.83

** The total does not include the replacement of the stove, the cost of which is to be split between Petitioner and Respondent as outlined in the decision

*** The total does not include the potential amounts overpaid after 08/21/2025

TOTAL REFUND OWED TO PETITIONER* \$ 28,352.90**

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
10/01/2025	\$ 2,395.00	\$ 2,395.00	\$ -
11/01/2025	\$ 2,395.00	\$ 2,395.00	\$ -
12/01/2025	\$ 2,395.00	\$ 2,395.00	\$ -
01/01/2026	\$ 2,395.00	\$ 2,395.00	\$ -
02/01/2026	\$ 2,395.00	\$ 2,395.00	\$ -
03/01/2026	\$ 2,395.00	\$ 2,395.00	\$ -
04/01/2026	\$ 2,395.00	\$ 2,395.00	\$ -
05/01/2026	\$ 2,395.00	\$ 2,395.00	\$ -
06/01/2026	\$ 2,395.00	\$ 2,395.00	\$ -
07/01/2026	\$ 2,395.00	\$ 2,395.00	\$ -
08/01/2026	\$ 2,395.00	\$ 2,395.00	\$ -
09/01/2026	\$ 2,395.00	\$ 2,007.90	\$ 387.10
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL***	\$ 28,352.90		

*** The total does not include the potential amounts overpaid after 08/21/2025

**** Monthly legal rent is \$2,395.00 until Respondent fully abates the cockroach infestation. Once abated monthly rent shall be \$2,500 per month.

Refund Schedule

Month/Year Refund Due	Overpayment Type	Refund Due
09/30/2025		\$ 28,352.90
TOTAL		\$ 28,352.90