

Tentative Appeal Decision  
Petition Nos. C24250022 and C24250023

Rental Housing Committee  
**Tentative Appeal Decision**

Petition Nos. C24250022 and C24250023

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

**I. Summary of Proceedings**

On October 3, 2024, Tenant Mary Ann Washington (collectively “**Petitioner**”) filed petitions for downward adjustment of rent (the “**Petitions**”) (Petitioners’ Exhs. #1-4) related to the property located at 100 North Whisman Road, Mountain View (the “**Property**”), specifically Unit [REDACTED] (the “**Affected Unit**”). The Property is owned by SI VI, LLC, and managed by Greystar Property Management (collectively, the “**Respondent**”). Respondent’s authorized representative in the petition proceedings was property manager DeAnna Verduzco of Greystar and the witnesses on behalf of Respondent were Chelsea Araujo, Heather Austin and Danny Espinoza of Greystar. Petitioner was represented by legal counsel of record, Alysyn Martinez, Esq. of Community Legal Services in East Palo Alto and Respondent was represented by legal counsel of record, Andrew Van Slyke of Spencer Fane, LLP, during the proceedings. Petitioners and Respondent are collectively referred to herein as the “**Parties**.”

The first Petition requested a downward adjustment of rent on the basis that Respondent had failed to maintain the property in a habitable condition and/or improperly decreased Housing Services without a corresponding decrease in Rent in violation of the Community Stabilization and Fair Rent Act (“**CSFRA**”). Specifically, the Petition was based on the following conditions: (1) infestation of cockroaches and spiders in the Affected Unit; (2) flooding and water encroachment from the shower in the master bathroom; (3) repeated clogging of both the toilets in the Affected Unit; (4) damage from the flooded bathroom above the Affected Unit; (5) sewage overflows below the windows of and on the walkways near the Affected Unit; (6) damaged baseboards throughout the Affected Unit; (7) large gaps around the bottom and sides of the front door of the Affected Unit; (8) a leaking dining room window; (9) broken shelving and doors in the kitchen cabinets; (10) a lack of a secure area for holding residents’ packages (resulting in stolen packages); and (11) a change in the residents’ online portal. (Petitioner’s Exh. #1.)

The second Petition requested a downward adjustment of rent on the basis that the Respondent unlawfully demanded and retained Rent in excess of the amount permitted by the CSFRA. The bases of the unlawful rent claims were (1) Respondent was not substantially compliant with the CSFRA in 2021, 2022 and 2023 due to habitability issues and therefore rent increases imposed during those years are invalid and (2) Respondent overcharged Petitioner for gas and electricity prior to July 8, 2014. (Petitioner’s Exh. #2.)

On November 5, 2024, a Notice of Prehearing Meeting and Hearing was served on the Parties, setting a Prehearing Meeting for November 27, 2024, and a tentative Hearing date of January 7, 2025. On November 14, 2024, a Notice of Postponement was served, postponing the Prehearing Meeting to December 2, 2024.

On December 2, 2024, a Prehearing meeting was conducted by the Hearing Officer via videoconference. The Hearing Officer and the Parties discussed the administrative procedure that would be followed at the Hearing, the burden of proof, and whether additional evidence would be requested. After the Prehearing Meeting, the Hearing Officer issued a Prehearing Summary and Order, rescheduling the Hearing to January 14, 2025 and granting the Parties until December 18, 2024 to submit documents requested by the Hearing Officer and to submit witness lists.

The hearing was held on January 14, 2025. After the Hearing, on January 16, 2025, the Hearing Officer issued a Post-Hearing Order requesting further evidence from the Parties on or before January 23, 2025. The Hearing Record was closed on January 23, 2025, but subsequently reopened on February 28, 2025 pursuant to a Second Post-Hearing Order to allow for admission of additional evidence timely submitted by the parties but inadvertently not shared with the Hearing Officer or other Parties. The Hearing Record was closed again on March 12, 2025.

The Hearing Officer issued a decision on May 2, 2025 ("**HO Decision**"). The HO Decision was served on the Parties on May 6, 2025.

## **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." CSFRA Regulations Chapter 5, section H.5.a. provides that the Committee "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.

A timely appeal of the HO Decision was received from the Respondent on May 21, 2025. (**Appeal**).

## **II. Summary of Hearing Officer Decision**

The Hearing Officer issued a detailed decision on the Petitions summarizing the evidence (including the testimony presented at the Hearing) and making findings of fact and conclusions of law. The Hearing Officer found the following:

1. Petitioner demonstrated by a preponderance of the evidence that there was a reduction in Housing Services/Maintenance based on persistent toilet clogging. As a result, they were entitled to a four percent (4%) rent reduction, or total rent refund of \$4,531.60, for the period from September 1, 2021 through January 31, 2025, and an ongoing rent reduction of \$117.98 per month until Respondent corrected the condition.
2. Petitioner demonstrated by a preponderance of the evidence that that there was a reduction in Housing Services/maintenance based on leaky dining room window in the Affected Unit. As a result, they were entitled to a two (2%) rent reduction, or total rent refund of \$5,033.50, for the period from January 1, 2017 through January 31, 2025, and an ongoing rent reduction of \$58.99 per month until Respondent corrected the condition.

3. Petitioner did not meet her burden of proof with respect to the other habitability or reduction in Housing Services/maintenance issues.
4. Petitioner did not meet her burden to show that any habitability conditions exist such that the Respondent would be out of substantial compliance with the CSFRA. Therefore, no rent increases for 2021, 2022, and 2023 were invalidated.
5. Hearing Officer had limited jurisdiction and is not authorized to make any determinations regarding housing discrimination under state and federal laws.
6. Hearing Officer's authority is limited to claims under the CSFRA after law took effect on December 23, 2016 so cannot consider claim for utilities reimbursements prior to that date.

### **III. Appealed Elements of Hearing Officer Decision**

CSFRA Regulations 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-Landlord raises the following three issues on Appeal:

- A. The Hearing Officer erred or abused her discretion in awarding a rent refund and ongoing rent reduction based on the ongoing clogging of the toilets in the Affected Unit.** The record does not establish the exact number of times that the toilets were clogged, and it is unclear from the evidence presented whether both toilets in the unit were ever simultaneously clogged or unusable. Since Petitioner did not report each instance that the toilets were clogged, Respondents was unable to engage in successive mitigation efforts. Moreover, the rent reduction of four percent (4%) over the course of 41 months was excessive because the condition was intermittent and temporary.
- B. The Hearing Officer erred or abused her discretion in awarding a rent refund and ongoing rent reduction based on the leaky dining room window in the Affected Unit.** Petitioners did not report to Respondent each time the window leaked and therefore, Respondent was not given an opportunity to respond to each instance when there was water intrusion. Moreover, the decision to award a two percent (2%) rent reduction for 97 months is not supported by the evidence in the record.
- C. The indefinite nature of the rent reductions awarded is excessive.** The HO Decision awards an ongoing rent reduction until the conditions are resolved by Respondent, but it is unclear that either issue is ongoing. This open-ended and indefinite nature of the rent reductions should be removed from the Decision, or at least greater clarity provided.

### **IV. Decision Regarding Appealed Elements**

The CSFRA provides that a "decrease in Housing Services or maintenance, or deterioration of the Rental Unit beyond ordinary wear and tear, without a corresponding reduction in Rent, is considered an increase

in Rent” and authorizes a tenant to file a petition for downward adjustment of rent “based on a loss in rental value attributable to a decrease in Housing Services or maintenance or deterioration of the Rental Unit.” (CSFRA § 1710(c).) A tenant must (1) “specify the circumstances allege[d] to constitute a decrease in Housing Services or maintenance,” (2) demonstrate that the Landlord was provided with reasonable notice, and (3) demonstrate that the Landlord was provided with “opportunity to correct the conditions....” (*Id.*)

CSFRA § 1711(h) provides “No Petition for Individual Rent Adjustment...shall be granted unless supported by the preponderance of the evidence submitted prior to and at the hearing.” Stated plainly then, to prevail on a petition for downward adjustment of rent based on a failure to maintain a habitable premises, a tenant must demonstrate that it is “more likely true than not true” (i.e., there is a 51 percent likelihood) that (1) a condition exists that constitutes a failure to maintain the unit in a habitable condition, (2) the tenant provided the Landlord with reasonable notice of said condition, and (3) the tenant provided the Landlord with an opportunity to **correct** (not just address) the condition.

Where the Hearing Officer concludes that the tenant has met their burden of proof as to all three elements and the Landlord appeals the Hearing Officer’s conclusions, the Rental Housing Committee is tasked with determining whether substantial evidence in the record supports the Hearing Officer’s conclusion(s) that something was “more likely than not true.” Substantial evidence is sufficient evidence to support a conclusion that a reasonable mind would deem adequate.

**A. The Hearing Officer Did Not Err or Abuse Her Discretion by Granting Petitioners a Rent Reduction for the Repeatedly Clogged Toilets.**

Respondent argues that the Hearing Officer’s decision to award a rent reduction for Respondent’s failure to correct the repeatedly clogged toilets in the Affected Unit is not supported by substantial evidence in the record.

First, Respondent argues that the record does not establish the exact number of times that the toilets were clogged, and it is unclear from the evidence presented whether both toilets in the unit were ever simultaneously clogged or unusable. The CSFRA requires that a tenant demonstrate that the Landlord was provided with reasonable notice, and that the Landlord was provided with “opportunity to correct....” (CSFRA § 1710(c).) Nothing in the language of the CSFRA requires a tenant to continue notifying and continue providing the landlord with opportunities to correct where the landlords’ efforts have been unsuccessful at *resolving*, not just *addressing* the condition. In fact, if the tenant’s obligation to notify and provide an opportunity to correct were read to be continuous in this manner, then a tenant would never be able to make a claim for rent reduction under the terms of the CSFRA.

The record clearly demonstrates that Petitioners reported issues with the toilet on numerous occasions. As the HO Decision notes, “Petitioner submitted maintenance requests in September 2021, October 2022, February 2022, December 2022, November 2023, September and October 2024 listing all of the following issues with the toilet: insufficient toilet pressure, ‘running’, a broken handle, and clogging. (Respondent’s Exhibit #11.)” (HO Decision, p. 12.) Testimony from Respondent’s own witness Mr. Espinoza confirmed that they had indeed received and responded to multiple complaints about the toilet(s) in the Affected Unit. (Hearing Recording at 02:53:50 – 02:55:21.) Based on the foregoing, the Hearing Officer correctly

concluded that Petitioner had satisfied the requirements of the CSFRA to provide notice and an opportunity to correct.

Respondent next argues that since Petitioner did not report each instance that the toilets were clogged, Respondent was unable to engage in successive mitigation efforts. Again, this does not comport with the evidence in the record. The CSFRA does not take into consideration a Landlord's failed attempts to correct a condition. Pursuant to the CSFRA, it is not enough for the Landlord to merely address the conditions; their efforts must eliminate the condition or at least reduce it to a *de minimis* level. If they do not and the condition persists and the Tenant demonstrates that the Landlord knows and has had a reasonable chance to cure, the Tenant will prevail under CSFRA § 1710(b).

As explained above, the record clearly establishes that the toilet clogging was a recurring issue that Petitioner reported on multiple occasions over the span of years. Despite the recurring nature of the problem, Respondent, even in its Appeal, continues to take the position that plunging was all that was needed to resolve each occurrence of clogging. (Appeal, p. 2:17-20.) Such is not the case. As the HO Decision correctly explains:

***"It appears that the Respondent was responsive to Petitioner's maintenance requests, but landlords also have a duty to try to cure the problem, so it does not recur frequently.*** There is no allegation or evidence that the Petitioner and her co-tenants caused any of the clogging issues. Over the course of 2021-2024, the Respondent snaked the line once per the records. ***Based on the number and frequency of complaints, it seems that additional action to clear the lines would have been reasonable.***" (HO Decision, p. 27 (emphasis added).)

The CSFRA only requires a tenant to notify their landlord and provide them with an opportunity to correct the condition – requirements that Petitioner satisfied. Determining how to permanently correct the issue is a question that the landlord is more properly positioned to answer, and an obligation that the Respondent failed to satisfy over the course of several years.

Finally, Respondent contends that the four percent (4%) rent reduction over the course of 41 months was excessive because the toilet clogging was intermittent and temporary. Specifically, Respondent asserts that "[t]here was no testimony that the toilets were [] clogged each day, rather that plunging was needed when a clog occurred, which fixed the problem." (Appeal, p. 2:17-20.)

It is unclear how Respondent reaches this conclusion based on the record. Even beyond the repeated requests submitted by Petitioner, both Petitioner and her co-tenant, Ms. Thomas, testified that they had to plunge the toilets at least 1-2 times per day. (Hearing Recording at 00:45:30 – 00:51:26; 01:38:05 – 01:40:30.) Moreover, Ms. Thomas testified that while management has come out to fix the issue, the efforts undertaken only work for a couple of days before the clogging recurs. (Hearing Recording at 01:38:05 – 01:40:30.)

Based on this evidence, it was reasonable for the Hearing Officer to conclude that the couple days of reprieve that Petitioner and her co-tenants experienced from this issue each time maintenance responded did not constitute correction of the condition as required by the CSFRA, and did not absolve Respondent from liability for the entire 41-month period during which the issue recurred.

In conclusion, the Hearing Officer did not err or abuse her discretion in (1) concluding that Petitioner met her burden of proof to demonstrate that Respondent's failure to correct the repeatedly clogged toilets in the Affected Unit constituted a decrease in Housing Services/maintenance and (2) awarding a four percent (4%) rent reduction for the period from September 1, 2021 (the date of the maintenance request first mentioning the issue) to the end of the month of the hearing (January 2025) and for every month thereafter that the problem remained uncorrected.

**B. There is Substantial Evidence in the Record to Support the Hearing Officer's Conclusion that Respondent's Failure to Correct the Leaky Dining Room Window Constituted a Decrease in Housing Services, but the Award Should be Modified.**

Next, Respondent argues that the Hearing Officer erred or abused her discretion in awarding a rent reduction for the leaky dining room window in the Affected Unit.

Respondent asserts Petitioners did not report to Respondent each time the window leaked and therefore, Respondent was not given an opportunity to respond to each instance when there was water intrusion. As explained in the prior section regarding the repeated toilet clogging, the CSFRA does not require a tenant to continue notifying and continue providing the landlord with opportunities to correct, and the duty to determine how to permanently resolve a recurrent issue lies with the landlord.

The record establishes that the leaky dining room window in the Affected Unit was reported to Respondent on at least a few occasions. For one, Petitioner testified that the window had been replaced by Respondent, indicating that Respondent was aware of the issue. (Hearing Recording at 00:33:09 – 00:35:30.) A letter from Community Legal Services in East Palo Alto (CLSEPA) to Respondent's legal counsel, dated September 19, 2024, provides:

"As Management may be aware, the sealing on Ms. Washington's dining area window has been problematic ever since her unit was remodeled some twenty years ago. Ms. Washington acknowledges that Management has often come to her unit to address leaks, but each year, during the rainy season, water seeps through the window and creates problems for Ms. Washington. As the rainy season approaches, Ms. Washington requests that Management inspect the window and ensure it is adequately sealed." (Petitioner's Exh. #5.)

Despite this letter from CLSEPA in September 2024, Mr. Espinoza testified that he was only verbally informed by Petitioner of the window leak issue when he last went to the unit to address the shower. (Hearing Recording at 02:46:03 – 02:47:59.) Based on the record, this appears to be nearly five months later, on or around the end of January 2025. (Respondent's Exh. R12a.) These facts are sufficient to support the Hearing Officer's conclusion that it was more likely true than not true that there was a recurring window leak that was not timely or adequately cured by Respondent.

Respondent's next argument is that the decision to award a two percent (2%) rent reduction for 97 months is not supported in the HO Decision. We agree. The HO Decision states:

"Petitioner valued the leaky window as a reduction of \$1,000.00 per month, starting in 2006 when she notified the management of the problem. The hearing officer uses her discretion to award less for a monthly reduction of 2%. The dining room window is not always leaking, and the severity

depends greatly on the amount of rain in any given winter. Petitioner was frustrated but was not very inconvenienced by the leak as she testified that it had not rained often, even during some winters, and therefore, the leak was not a frequent problem. Furthermore, the damages may only commence once the CSFRA was in effect. So, the damages awarded are from January 2017 through to the end of the month of the hearing (January 2025 - 97 months) for a total of \$5,033.50 and continuing each month thereafter at the rate of \$58.99 per month until the window is confirmed to have no leaks during ordinary weather conditions.” (HO Decision, p. 29-30.)

For one, the record does not support a finding that the period for the award should begin on January 1, 2017. The HO Decision should consider the first time after the CSFRA went into effect that Petitioner notified Respondent of the issue and calculate the award from the reasonable date by which the Respondent should have corrected the issue after that notification by Petitioner. Moreover, the HO Decision acknowledges that the leaky window was only an issue during the rainy months of the year but does not explain how the infrequent nature of the issue was factored into the award. The Hearing Officer’s decision to award a rent reduction over the course of 97 months, when the record demonstrates that the leaking window was only an issue during the rainy months, is therefore excessive without further explanation.

Accordingly, the HO Decision shall be remanded to the Hearing Officer with direction to modify the award for this condition. On remand, the Hearing Officer shall reopen the record to allow the parties to present arguments and evidence establishing the time periods when it was more likely true than not true that the leaky window was an issue for the Petitioner and may rely on credible sources to establish the rainy seasons during the years in which the issue was present in the Affected Unit. In modifying the award, the Hearing Officer shall (1) explain how the intermittent nature of the issue was factored into the amount and/or length of the revised award and (2) ensure that any ongoing rent reduction is appropriately limited to the seasons when the leaky window is likely to pose an issue for the Petitioner.

**C. The Hearing Officer’s Rent Reductions Were Not Arbitrary or Excessive Because She Applied a Consistent Methodology Throughout Her Decision.**

Finally, the Appeal raises an issue of whether the ongoing rent reductions awarded by the Hearing Officer are excessive, the HO Decision awards an ongoing rent reduction until the conditions are resolved, but according to Respondent, it is unclear that either issue is ongoing.

As noted above, the CSFRA states that where a decrease in Housing Services is the basis of the petition, “the Tenant may file a Petition to adjust the Rent downward **based on a loss in rental value attributable to** a decrease in Housing Services or maintenance or deterioration of the Rental Unit. (CSFRA § 1710(c).) In this context, “rental value” may reasonably be interpreted to mean the lawful Rent for the affected Rental Unit at the time that the untenable condition existed or Housing Services were improperly reduced or eliminated. Hearing Officers are authorized “to render a final decision on the merits of the Petition” (CSFRA §1711(a).) More specifically, 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 limits the Hearing Officer's authority to order an ongoing rent increase where the issue is unresolved. In awarding an ongoing rent reduction based on the decrease in Housing Services and maintenance, the Hearing Officer explained her reasoning and thereby satisfied the requirements of the CSFRA Regulations).

Nor were the ongoing rent reductions "indefinite," as asserted by the Respondent. The Hearing Officer clearly explained when the rent reductions would end:

- "For the Respondent's failure to avoid repeated toilet clogging issues, the hearing officer awards Petitioner a downward adjustment of 4% of her rent per month from September 1, 2021 (the date of the maintenance request first mentioning the issue) to the end of the month of the hearing (January 2025 - 41 months) or \$4,531.60, plus a continuing rent reduction of \$117.98 per month ***until this situation is corrected.***" (HO Decision, p. 27.)
- "So, the damages awarded are from January 2017 through the end of the month of the hearing (January 2025 – 97 months) for a total \$5,033.50 and continuing each month thereafter at the rate of \$58.99 per month ***until the window is confirmed to have no leaks during ordinary weather conditions.***" (HO Decision, p. 30.)

If Respondent has taken steps to resolve the problems and there continues to be disagreement between the parties about whether the issues have 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. 34.) A Compliance Hearing, rather than an appeal, is the appropriate mechanism by which Respondent may establish that either issue is not ongoing and/or that they have complied with the order to correct the issues and receive a determination restoring the lawful Rent for the Affected Unit.

## **V. Conclusion**

As detailed above, the RHC affirms the Decision in part and remands the Decision in part as follows:

- A. The Hearing Officer's holdings as to the following issues are **AFFIRMED**:
1. Petitioners met their burden of proof to demonstrate by a preponderance of the evidence that Respondent improperly decreased Housing Services and/or maintenance based on (1) the failure to avoid repeated toilet clogging issues and (2) the failure to correct the leaky dining room window in the Affected Unit.
  2. Based on the repeated toilet clogging, Petitioners are entitled to a four percent (4%) rent reduction, or total rent refund of \$5,211.97, for the period from September 1, 2021 through July 24, 2025, as reflected in Attachment 1, Updated Award Schedule, appended to this Appeal Decision, and an ongoing rent reduction of \$117.98 per month until Respondent corrects the condition.



- B. The Decision of the Hearing Officer with regard to the length and amount of the rent reduction for the leaky dining room window is **REMANDED** to the Hearing Officer with direction to: (1) reopen the record to allow the parties to present arguments and evidence establishing the time periods when it was more likely true than not true that the leaky window was an issue for the Petitioner and (2) modify the award accordingly, ensuring that that the decision explains how the intermittent nature of the issue was factored into the amount and/or length of the revised award and that any ongoing rent reduction is appropriately limited to the seasons when the leaky window is likely to pose an issue for the Petitioner.
- C. Absent an action for writ of administrative mandamus, the total amount owed to Petitioner from Section A is due and payable to Petitioners immediately. If Petitioner fails to receive a full refund from Respondent within thirty (30) days after this decision becomes final, Petitioner may withhold rent payments until such time Petitioner has withheld a total of amount of the refund due. If Petitioner vacates Property prior to recovering from Respondent the total refund amount, then the remaining balance shall be come immediately due and owing no later than the date on which the Petitioner vacates the Property. In such case, if Respondent fails to provide Petitioner with the remaining balance on or before the date on which Petitioner vacates the Property, Petitioner shall be entitled 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.
- D. The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
- E. If a dispute arises as to whether any party to this Appeal has failed to comply with this Appeal Decision, any party may request a Compliance Hearing pursuant to CSFRA Regulations, Chapter 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
5/2017	\$ 2,299.00	\$ -	\$ 2,299.00	\$ -
9/1/2017	\$ 2,377.17	\$ -	\$ 2,377.17	\$ -
9/2018	\$ 2,462.75	\$ -	\$ 2,462.75	\$ -
9/2019	\$ 2,548.95	\$ -	\$ 2,548.95	\$ -
11/2020	\$ 2,622.87	\$ -	\$ 2,622.87	\$ -
12/2021	\$ 2,675.33	\$ -	\$ 2,675.33	\$ -
12/2022	\$ 2,809.10	\$ -	\$ 2,809.10	\$ -
12/2024	\$ 2,949.56	\$ -	\$ 2,949.56	\$ -
<b>TOTAL</b>				<b>\$ -</b>

## 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
Infestation of Roaches and Spiders	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Flooding/Water Encroachment	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Repeated Toilet Clogs	9/2021	11/2021	3	0	\$ 2,622.87	4%	\$ 104.91	\$ 3.50	\$ 314.74
	12/2021	11/2022	12	0	\$ 2,675.33	4%	\$ 107.01	\$ 3.57	\$ 1,284.16
	12/2022	11/2024	24	0	\$ 2,809.10	4%	\$ 112.36	\$ 3.75	\$ 2,696.74
	12/2024	7/24/2025	7	23	\$ 2,949.56	4%	\$ 117.98	\$ 3.93	\$ 916.33
Flooded Master Bathroom	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Sewage Overflows	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Damaged Baseboards	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Front Door Gaps	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Leaky Dining Room Window	1/2017	8/2017	TBD	TBD	\$ 2,299.00	TBD	TBD	TBD	TBD
	9/2017	8/2018	TBD	TBD	\$ 2,377.17	TBD	TBD	TBD	TBD
	9/2018	8/2019	TBD	TBD	\$ 2,462.75	TBD	TBD	TBD	TBD
	9/2019	10/2020	TBD	TBD	\$ 2,548.95	TBD	TBD	TBD	TBD
	11/2020	11/2021	TBD	TBD	\$ 2,622.87	TBD	TBD	TBD	TBD
	12/2021	11/2022	TBD	TBD	\$ 2,675.33	TBD	TBD	TBD	TBD
	12/2022	11/2024	TBD	TBD	\$ 2,809.10	TBD	TBD	TBD	TBD
	12/2024	1/2025	TBD	TBD	\$ 2,949.56	TBD	TBD	TBD	TBD
Broken Shelves and Cabinets	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Lack of Security	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Change in Tenant Portal	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
<b>TOTAL*</b>									<b>\$ 5,211.97</b>

\* The total does not include the potential amounts overpaid after July 24, 2025 or for windows on Remand

**TOTAL REFUND OWED TO PETITIONER\*\*\* \$ 5,211.97**

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord		Rent Credited to Petitioner		Total Payment to be Paid by Petitioner
8/1/2025	\$	2,949.56	\$	2,949.56	\$ -
9/1/2025	\$	2,949.56	\$	2,262.41	\$ 687.15
	\$	-	\$	-	\$ -
	\$	-	\$	-	\$ -
	\$	-	\$	-	\$ -
TOTAL**			\$	5,211.97	

\*\* The total does not include the potential amounts overpaid after July 24, 2025 or for windows on Remand