

CITY OF MOUNTAIN VIEW
HEARING OFFICER DECISION PURSUANT TO
THE COMMUNITY STABILIZATION AND FAIR RENT ACT (“CSFRA”)

Rental Housing Committee Case No.:	C23240043
Address and Unit(s) of Rental Property:	310 Gladys Drive, Unit ■, Mountain View, CA 94043
Petitioner Tenant Name(s):	Charisse Sare Turley and Michael Sean Turley
Respondent Landlord Name(s):	Tom Pothen and Ivy Pothen
Date(s) of Hearing:	July 16, 2024
Place of Hearing:	Online via Zoom
Date Hearing Record Closed:	July 16, 2024
Date of Decision:	September 19, 2024
Date of Mailing:	See attached Proof of Service.
Hearing Officer:	Barbara M. Anscher

I. PROCEDURAL HISTORY

1. On December 15, 2023, Petitioners Charisse Sare Turley and Michael Sean Turley (collectively, “Petitioners,” or “Tenants” or “the Turleys,” and individually “Mr. Turley” or “Ms. Turley”) filed with the City of Mountain View Rent Stabilization Division (the “City” or “Rent Stabilization Division”) a Petition for a downward rent adjustment (the “Petition”) for 310 Gladys Avenue, Unit ■ (the “Affected Unit”).
2. On January 18, 2024, the City served on the parties a Notice of Acceptance of Petition, with a Hearing Information Sheet, Authorized Representative Form, and Proof of Service attached.
3. Also on January 18, 2024, the City served on Respondents a Follow-up Information for Petition, with attached filed copies of the Petition, Workbooks, and Notice of Submission and Proof of Service, Hearing Information Sheet, Response Notice, and Authorized Representative Form.
4. The Petition process was paused for settlement discussions and resumed upon request of the parties. The Hearing Officer was not involved in those discussions nor was she aware at any time of the substance of those discussions.

5. On June 3, 2024, the City served a Notice of Prehearing Meeting on the parties, setting a Prehearing Meeting date for June 13, 2024 at 3:30 p.m. and a tentative Hearing date of July 16, 2024 at 3:30 p.m. Attached to the Notice were a Hearing Information Sheet and Proof of Service.
6. On June 5, 2024, Respondents by email requested a continuance of the Prehearing Meeting, and on June 7, 2024, Respondents also by email amended their request. Pursuant to CSFRA Regulations Ch. 5, Section 5(D), the Hearing Officer granted the request by order of June 10, 2024. A Notice of Hearing Officer Prehearing Order Granting Postponement was served on the parties on June 10, 2024. The Prehearing Meeting was postponed to July 1, 2024 at 2:30 p.m. The Hearing date of July 16, 2024 was not changed.
7. A Prehearing Meeting was held by videoconference on July 1, 2024 at 2:30 p.m., as duly noticed. At the Prehearing Meeting, the Hearing Officer explained hearing procedure and the burden of proof, answered the parties' questions, and discussed whether additional evidence would be requested.
8. On July 1, 2024, after the Prehearing Meeting, the Hearing Officer issued a Prehearing Order. The parties were granted until July 8, 2024 to submit documents requested by the Hearing Officer and any additional documents they desired to submit.
9. A Notice of Hearing Officer Prehearing Order and Notice of Hearing were served on the parties by the City on July 2, 2024. The Hearing was set for July 16, 2024 at 3:30 p.m.
10. Respondents filed responsive documents on or before July 8, 2024.
11. A Hearing was held on July 16, 2024, as duly noticed.
12. The Record was closed on July 16, 2024 after the Hearing.

II. HEARING ATTENDANCE

Petitioners Charisse Sare Turley and Michael Sean Turley attended the Hearing. David Verbera, VVM Corporation, dba Realty World Villa California ("Mr. Verbera"), attended as Authorized Representative of Respondents, and Respondents Tom Pothen ("Mr. Pothen") and Ivy Pothen ("Ms. Pothen") (collectively, "Respondents") also attended.

Joann Pham attended on behalf of the Rent Stabilization Division.

III. WITNESSES

The following persons, duly sworn, testified at the Hearing and presented the following testimony:

Charisse Sare Turley and Sean Turley

The Turleys testified that Respondents did not roll back their rent to the level it was at on October 19, 2015, so they overpaid rent from December 2016 through when they moved out on October 31, 2023. Ms. Turley stated that the unlawful rent payments, as set forth in the workbooks included with their Petition, indicate that they overpaid on a monthly basis between \$140.00 and over \$400.00. They testified that they knew as early as 2015 or 2016 when they voted for Measure V, the voter-approved measure adopting the CSFRA, that Respondent should have rolled back their rent. Ms. Turley said that shortly after Measure V was passed, they attended workshops sponsored by the City of Mountain View and the Mountain View Tenant's Coalition which led them to believe that, in order to avoid retaliation on the part of Respondents, they could wait until they moved out to file a petition challenging unlawful rent payments.

The Turleys also testified that they believe that Respondents overcharged them for rent in 2019 and 2020. Ms. Turley said it was her understanding that the Annual General Adjustment ("AGA") for 2019 was 3.5 percent, but Respondent increased their rent by 3.59 percent on March 1, 2019 and that the AGA for 2020 was 2.9 percent, but Respondent increased their rent by 3.53 percent on March 1, 2020. The discrepancies were discovered by comparing the information in the workbook included in the Petition to the Rent Stabilization Division website information listing the AGA for each year. There was no notice that Respondents were banking any prior rent increases that were being applied to 2019 or 2020.

Ms. Turley said that she did not intend to indicate in the Petition that there was an unlawful banked rent increase for 2017.

The Turleys stated that there had never been any evidence during their tenancy that Respondent would retaliate for tenants filing a Petition; however, Mr. Turley said that after attending an informational meeting about the CSFRA, they talked to the City of Mountain View's attorney who told them that landlords in Mountain View were notified of their duty to roll back the rent and that tenants could "bank" the unlawful payments until they vacated the rental unit and then file a petition. Mr. Turley said that they were fearful of eviction because they saw that market rents at the Property were \$2,200.00 and above. They were worried that if they lost their housing because of saying something to Respondents or Mr. Verbera, they would be thrown into a market that they could not afford. While Mr. Turley conceded that there was no indication that Respondents would retaliate against them, Mr. Turley said that they were advised to wait until they moved out in order to file a petition because there had been incidents of retaliation against tenants who filed petitions while they were still occupying their rental units. Ms. Turley said that their experience of the situation in Mountain View and hearing other people's stories caused them to refrain from filing a petition during their tenancy. She said that regardless of their feelings or opinions about Respondents as landlords, they felt that they were doing what had to be done in order to survive in the Mountain View rental market.

Mr. Turley recalled responding to an email from Mr. Verbera on February 7, 2022 and asking him about the rent rollback. Mr. Verbera in the email said that the rollback would not apply to them since they had a lease that was signed in 2016. Ms. Turley said that they had had leases periodically since 2012 and that she understood that the CSFRA would apply to them regardless of the new lease in 2016.

Mr. and Ms. Turley stipulated during their testimony that any discrepancies between the workbooks they filled out with the Petition and the rent ledger submitted by Respondents should be resolved by adopting what is in the rent ledger. They also stipulated that any conflicts between work orders submitted by Mr. Turley and the rent ledger should be resolved by adopting the information in the rent ledger. Mr. Turley said that the amounts reflected for work for January 2019 through April 2019, which were not filled in in the workbook to the Petition, generally covered maintaining the laundry room and upkeep of the property, such as picking up trash or taking out the trash from the Property.

Ms. Turley stated that in an email in 2022 to Mr. Verbera, they mentioned that they were looking to buy a house, so Respondents were on notice they were moving out even if they did not give official notice. Also, she said that any work they may have done to the Affected Unit during their tenancy and the condition of the Affected Unit when they left are not relevant to the Petition. Finally, she said that the Petition was not filed out of malicious intent but rather they waited to file it out of fear of housing insecurity.

David Verbera

Mr. Verbera said that Respondents have owned the Property since 1995. They kept rents at below-market rates in order to help tenants who were just getting started in the rental market, like Ms. Turley. Respondents have always followed the rules in Mountain View and have always dealt with tenants in good faith.

Mr. Verbera testified that Ms. Turley first rented the Affected Unit in 2012. Sometime thereafter, Respondents found out that Mr. Turley was living there without Ms. Turley having notified Respondents, and they also discovered that Mr. Turley and Ms. Turley were growing marijuana in the Affected Unit, but they did not call in law enforcement and just talked to the Petitioners about it, and they added Mr. Turley to the lease.

Mr. Verbera stated that in 2016, the City of Mountain View required landlords to offer leases to tenants, so Petitioners were given the option of remaining on a month-to-month tenancy or signing a one-year lease. Petitioners requested a two-year lease, but Respondents preferred a one-year lease, which was effective on March 1, 2016. At the time of entering into the lease, the rent was increased 10 percent. Mr. Verbera said that he looked at market rates at that time and even a 10 percent increase was below market.

Mr. Verbera testified that early in 2017, Mr. Turley called to ask Mr. Verbera if Respondents were going to roll back the rent. Since Respondents' Property was the only property he was

managing in Mountain View, Mr. Verbera was not aware of the requirements of the CSFRA, so he called the City to ask about the rent rollback. He told the City that the tenants had a one-year lease effective in 2016, and the City staff person he spoke to told him that the rollback provisions of the CSFRA would only apply to a month-to-month tenancy, not to a fixed-term lease, so Respondents need not roll back the rent on the Affected Unit. Mr. Verbera said he did not mention to the City staff person that Petitioners occupied the Affected Unit prior to 2016 because the staff person just made the distinction between leases and month-to-month tenancies. Mr. Verbera said the February 7, 2022 email exchange with Mr. Turley about the rent rollback refers to the earlier discussion about written leases not being covered by the rent rollback.

Mr. Verbera said that in addition to the Respondents' Property, he manages only single-family homes in San Jose, so he was not used to local rent control.

Mr. Verbera stated that he never received anything in writing from the City until this year when they sent him a copy of the Petition. Prior to that, all correspondence had gone to the Respondents. After Mr. Verbera received the Petition, he made several requests from Rent Stabilization Division staff to obtain information about the rent rollback because he could not find any information about it, and they sent him the CSFRA provisions about the rollback. Mr. Verbera admitted that he had never read the CSFRA.

Mr. Verbera said that the rent increases that Respondent has imposed have all been based on what is allowed by the City.

Mr. Verbera testified that the Tenants moved out without any notice to Respondents, and they left the Affected Unit significantly damaged. He feels that Respondents dealt with Petitioners in good faith, but the Petitioners always did secretive things. Mr. Verbera said that if the Petitioners had filed a Petition in 2016 or 2017, Respondents would have adjusted the rent. Just as Petitioners did not let the Respondents know that they were moving out, they were not forthcoming about the rent rollback. Mr. Verbera said that he thought there should be a statute of limitations that applies to this case or else there would be unjust enrichment to the Petitioners, especially since Respondents always have kept the rent below market, thus providing a service to the community. Mr. Verbera said that in January 2024, he asked Petitioners why they waited seven years to file the Petition, and Mr. Turley said that the City said that they could bank the unlawful rent and make more money when they move out, and that Mr. Pothen could sue the City if he wants to.

Mr. Verbera stated that he was bringing up Petitioners' past actions in order to show what kind of character they have.

He also said that he did not discover until February 2022 that the Affected Unit was supposed to be registered in 2021. Mr. Verbera said there is no way to go back and correct the registration for 2021. He also said that Respondents have paid all fees since 2021.

Mr. Verbera said that Respondents banked a rent increase from September 1, 2020 through August 31, 2021. Consequently, they were allowed to give a 4.9 percent increase in 2022, but they only demanded 4.3 percent.

Mr. Verbera reiterated that people have an obligation to be truthful and transparent with each other and that waiting seven years to raise the issue of the rent rollback should be covered by a statute of limitations. He said that Petitioners should not be taking advantage of the CSFRA to reap a windfall; it was meant for people who were really being abused, whose rents were raised really high. Respondents have never raised the rents above the AGA.

Tom Pothen

Mr. Pothen said that he has owned the Property since 1995 and has always followed all requirements of the City. He has been transparent with all of his tenants. He has always kept the rents below market as a service to the community and has included all utilities in the rent except heating and cooling.

Mr. Pothen stated that they received invoices for housing fees annually and reminders about fees, but they never received any information about a rent rollback or about registration. They paid all of the fees that they received invoices for. Mr. Pothen said that information about registering the Property in 2021 was not on any of the invoices that they received from the City, nor did they receive any reminders from the City about registering the Property. Also, no tenants said anything to him about the Property not being registered. As of the date of the Hearing, the Rent Stabilization Division website said the Property is in compliance.

Mr. Pothen said that information about the Right to Lease Ordinance, which preceded the CSFRA, was sent to his address as was information about the Annual General Adjustments after the CSFRA was adopted. He said that an email was sent to all the tenants offering them a written lease right after he learned about the Right to Lease Ordinance. The Right to Lease Ordinance was attached to Petitioners' 2016 lease. Mr. Pothen testified that of all the tenants at the Property, only the Petitioners requested a written lease.

Mr. Pothen also stated that Respondents always cooperated with fire inspections. He said that the fire inspectors frequently cited problems in the Affected Unit because of things that Petitioners did.

Mr. Pothen said that using the Rent Stabilization Division website was difficult for him.

Mr. Pothen testified that Petitioners left the Affected Unit willfully damaged inside and outside and in a disgusting condition. He also said that Petitioners made unauthorized changes to the Affected Unit, such as modifying the lights and playing with the circuit breakers. He has never dealt with a situation like that before. Also, they did not give notice that they were leaving, but just left an undated note and the keys in Mr. Pothen's garage on October 31, 2023.

Mr. Pothen stated that he thought Petitioners were engaged in a deceitful use of the CSFRA. Their emails were always very pleasant, and there was never any indication that there was a problem.

Mr. Pothen said that the rental rate when Ms. Turley moved in was \$1,200.00, which was well below market. Even prior to the CSFRA, he did not increase rents as much as he could have. After the CSFRA, he followed all the percentage increases that were allowed by the City and posted on their portal. It was his understanding that he would start with the rent as set forth in the 2016 lease and add the allowed increases from there. He believed that Mr. Verbera had verified that with the City. He banked the rent increase for the Affected Unit for 2021, and they updated the Rent Stabilization Division website as required. Mr. Pothen admitted that he had never read the CSFRA.

Mr. Pothen stated that the Petitioners acted unconscionably and in violation of good faith. He also said that he had reason to evict them but never did. Mr. Pothen said that as landlords, they followed all the rules and were transparent in everything they did. No other tenants complained to them. He always thought that they were following all requirements. Also, the rent for the Affected Unit was 90 percent below the other rental units in Mountain View, and all of his tenants know that. Finally, he said that in calculating an award, the amounts requested by Petitioners should be reduced by considering that all of the rent increases were within the lawful amounts allowed by the CSFRA rather than nullifying all of the rent increases.

IV. EVIDENCE

The following documents were submitted prior to the Hearing and marked and entered into evidence without objection:

Hearing Officer Exhibits

1. Notice of Acceptance of Petition, with Hearing Information Sheet, Authorized Representative form, and proof of service attached, dated 1/18/2024
2. Follow-up Information for Petition, with Tenant Petition, Hearing Information Sheet, Response Notice, Authorized Representative Form, and proof of service attached, dated 1/18/2024
3. Notice of Prehearing Meeting and Hearing Date, with Hearing Information Sheet and proof of service attached, dated 6/3/2024
4. Prehearing Order, dated 6/10/2024
5. Notice of Hearing Officer Prehearing Order Granting Postponement of Hearing of Petition, dated 6/10/2024
6. Prehearing Order, dated 7/1/2024

7. Notice of Hearing Officer Prehearing Order and Notice of Hearing Date, with attached Hearing Information Sheet and proof of service, dated 7/2/2024

Petitioners' Exhibits

1. Notice of Submission and Proof of Service, dated 12/15/2023
2. Petition A: Downward Rent Adjustment—Unlawful Rent, dated 12/15/2023
3. Chart of Bank of America Transactions, 9/2/2015 through 5/3/2023
4. Chart of Petitioners' Checking Transactions, 12/5/2017 through 3/3/2021
5. Document Titled "City of Mountain View Second Notice Right to Lease Ordinance"
6. Lease between Tom Pothen and Charisse Dione Sare, dated 5/23/2012, unsigned
7. Lease between Tom Pothen, and Charisse Dione Sare and Michael Sean Turley, dated 6/20/2013, partially signed
8. Lease between Tom Pothen, and Charisse Dione Sare and Michael Sean Turley, dated 2/16/2016, unsigned
9. Rent Checks, dated 4/1/2021 through 10/1/2023
10. Rent Increase Notices for 2014 through 2023
11. San Mateo Credit Union Statements, dated 10/15/2016 through 11/30/2017
12. Table of San Mateo Credit Union Transactions, dated 4/6/2021 through 10/3/2023
13. Petitioners' Work Orders, dated 8/2018 through 3/2020

Respondents' Exhibits

1. Representative Authorization Form for Tom Pothen and Ivy Pothen, dated 2/2/2024
2. Motion to Postpone Prehearing Meeting (Email), dated 6/5/2024
3. Amended Motion to Postpone Prehearing Meeting (Email), dated 6/7/2024
4. Copy of Petitioners' Notice to Respondents Vacating the Affected Unit, dated 10/31/2023
5. Copy of Notice from Tenants in Unit ■ Re Vacating the Rental Unit, dated 5/30/2022
6. Email re Tenant Vacating, dated 12/19/2023
7. Email from Ivy Pothen to Tenant Vacating Unit, dated 12/20/2023
8. Respondents' Copies of Emails From Petitioners to David Verbera and Tom Pothen, dated 3/20/2015 through 11/5/2023

9. Four Photographs of Fence and Yard Area, dated 11/6/2023
10. Six Photographs of Fence, dated 11/29/2023
11. Thirty Photographs of the Affected Unit, dated 11/6/2023
12. Emails re Rent Increases with Annotations and Rent Increase Notices, dated 1/7/2019 through 2/21/2023
13. Thirty-Day Notice of Change of Monthly Rent, dated 1/7/2019
14. Rent Ledger, 2012-2023
15. Document titled "City of Mountain View Second Notice Right to Lease Ordinance"
16. Lease Renewal Agreement, dated 2/16/2016
17. Statement of Explanation Re 2021 Registration with Rent Stabilization Division
18. Email from David Verbera to Tom Pothen and Ivy Pothen re Registration Requirement, dated 2/7/2022
19. Email from City of Mountain View Re Registration Submitted, dated 2/8/2022
20. Email from City of Mountain View Re Banked Rent Increase Notice Accepted, dated 2/24/2022
21. Attachment to Notice of 2021 Annual General Adjustment of Rent, dated 2/7/2022

V. ISSUES PRESENTED

1. Whether Respondents were not in substantial compliance with the CSFRA because they failed to roll back the rent for the Affected Unit to its level on October 19, 2015.
2. Whether Respondents increased the rent for the Affected Unit in 2019 and 2020 above the lawful amounts allowed by the CSFRA.
3. Whether Respondents were not in substantial compliance with the CSFRA because they failed to register the Affected Unit with the Rent Stabilization Division in 2021.

VI. FINDINGS OF FACT SUPPORTING THIS DECISION

1. Petitioner Charisse Sare Turley entered into a lease for the Affected Unit effective May 26, 2012. The Affected Unit is on a Property with a total of six rental units (the "Property").
2. Petitioner Michael Sean Turley was added to the Lease, effective July 1, 2013, after Respondents discovered that he was living in the Affected Unit. After the July 1, 2013 lease expired, the tenancy became month-to-month.
3. In October 2015, the rent for the Affected Unit was \$1,395.00.

4. After the Mountain View Right to Lease Ordinance (the “RTLO”) was adopted on December 8, 2015, Respondent notified all tenants in the Property of their right to enter into a lease with a minimum term of either six months or a year. Mr. Pothen testified that of all the tenants, only Petitioners requested a written lease. Petitioners requested a two-year lease; however, Respondents agreed to only a one-year lease, effective March 1, 2016 (the “March 1, 2016 Lease”). The rent was raised to \$1,535. Prior to that, the rent had been \$1,395.00, so there was a 10 percent increase under the March 1, 2016 Lease.
5. Thereafter, the rent for the Affected Unit was increased as follows:
 - a. March 1, 2018 -- \$1,587.00, a 3.4 percent increase
 - c. March 1, 2019 -- \$1,644.00, a 3.6 percent increase
 - d. March 1, 2020 -- \$1,702.00, a 3.5 percent increase
 - e. March 1, 2022 -- \$1,775.00, a 4.3 percent increase
 - f. March 1, 2023 -- \$1,863.00, a 5.0 percent increase.
6. There was no rent increase in 2017 or 2021; however, the banked rent increase from 2021 was applied to the 2022 rent increase.
7. Starting in 2016, Petitioners paid for portions of the rent through work performed by Mr. Turley on the Property.
8. Petitioners testified that they were aware of the CSFRA because they had informed themselves about and voted for Measure V, the voter-approved initiative that became the CSFRA.
9. Petitioners also testified that they had attended presentations by the Mountain View Tenants’ Coalition and by the City of Mountain View Rent Stabilization Program (as it was then called) shortly after the CSFRA was adopted. Mr. Turley stated that at a presentation by the City of Mountain View, he personally spoke to someone he believed was an attorney for the City who told him that if his landlord had not rolled back the rent as required by the CSFRA, he could wait until he vacated his rental unit before filing a Petition. Mr. Turley said that the reason for waiting would be to avoid retaliation by the landlord.
10. Mr. Verbera testified that he did not inform himself about the CSFRA because the Property was the only one that he managed in Mountain View. Instead, he relied on Mr. Pothen to pass on information sent to Respondents by the City.
11. In early 2017, Mr. Turley called Mr. Verbera and asked him whether Respondent was going to roll back the rent to its level as of October 19, 2015, as required by the CSFRA. Mr. Verbera said he would look into it.

12. Mr. Verbera testified that he telephoned the Mountain View Rent Stabilization Program to ask whether the CSFRA's rent rollback provisions would apply to the Affected Unit. He said that he was told by a staff member that the rollback provisions would only apply to month-to-month tenancies. Mr. Verbera said that he had told the staff person that the Petitioners had a Lease which was effective March 1, 2016, but not that they had occupied the Affected Unit since 2012.

13. Mr. Verbera subsequently told Mr. Turley that Respondents were not required to roll back the rent for the Affected Unit because Petitioners were on a fixed-term lease, not a month-to-month tenancy.

14. By email of February 7, 2022, Mr. Turley once again asked Mr. Verbera whether Respondents were going to roll back the rent. Mr. Verbera responded by email that “[w]e had a completely new lease in 2016. We had talked about at that time about vacating or signing a brand new lease and you opted to sign a new lease so that is what we based rent on at that time.” At the Hearing, Mr. Verbera testified that the email meant that he was reminding Mr. Turley that Respondents were not required to roll back the rent since Petitioners had a Lease in 2016 rather than a month-to-month tenancy.

15. No evidence was presented that Respondents rolled back the rent for any of the other rental units on the Property.

16. Petitioners testified that they never had a concrete reason to believe that Respondents would retaliate if they were to file a Petition; however, they had heard stories about retaliation, and they felt very insecure in the Mountain View housing market.

17. Petitioners vacated the Affected Unit on October 31, 2023. They filed the Petition on December 15, 2023.

18. When the Petitioners vacated the Affected Unit, they put an undated note and the keys in Respondents' garage. They had not sent Respondents a 30-day notice that they were vacating. They had sent an email on February 7, 2022 saying that they expected to move out in the mid-summer of 2022. Respondent submitted photos of the poor condition of the Affected unit at the time of move-out.

19. Respondent did not register the Affected Unit with the Rent Stabilization Division in 2021, but registered it in 2022. Mr. Verbera testified that he did not know about registration in 2021, but Respondent paid fees for 2021.

VII. DISCUSSION

Rent Rollback

CSFRA Section 1702(b) states that “[t]he Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with this Article. (1) **Tenancies commencing on or before October 19, 2015.** The Base Rent for tenancies that commenced on

or before October 19, 2015 shall be the Rent in effect on October 19, 2015.” (*Emphasis included.*)

CSFRA Section 1707(f)(1) provides that “[n]o rent increase shall be effective if the Landlord (1) has failed to substantially comply with all provisions of [the CSFRA] and all rules and regulations promulgated by the [Rental Housing] Committee.”

Failure to roll back the rent as required by Section 1702(b) “means that a landlord has not substantially complied with the CSFRA and, therefore, cannot raise rents...” (*See*, CSFRA Regulations Ch. 12, Section B and Table 1, Item 1.)

The concept of Base Rent is integral to the rent stabilization scheme of the CSFRA. If the Base Rent is not correctly set, there is no accurate “reference point” from which the lawful rent can be determined. Without the required rent rollback and the allowance of incremental increases through the Annual General Adjustment, as defined in Section 1702(a), the CSFRA would have no meaning. Thus, the Rental Housing Committee in its regulations simply formalized a basic tenet of the CSFRA: a landlord cannot be in substantial compliance with the CSFRA without having rolled back the rent as set forth in Section 1702(b)(1).

The Petitioners’ tenancy commenced well before October 19, 2015; it commenced in 2012. Therefore, when the CSFRA was adopted, the Base Rent for the Affected Unit was required to be rolled back to the level it was at on October 19, 2015, which was \$1,395.00. The stated rent in the March 1, 2016 Lease was \$1,535.00, which was 10 percent above the level of the lawful Base Rent. Rather than rolling back the Base Rent to \$1,395.00 and using that as the starting point for future rent increases, Respondents kept the rent at an unlawfully high level and used \$1,535.00 as the starting point for future rent increases, in contravention of the CSFRA.

Respondents presented several arguments as to why they should not be held accountable for their lack of substantial compliance with the CSFRA by failing to roll back the rent to the level of the lawful Base Rent. First, they said that they did not know about the rollback, and someone, whose name and position are unknown, at what was then called the Rent Stabilization Program told Mr. Verbera that Respondents did not need to roll back the rent because the tenancy was memorialized in a lease rather than being month-to-month.

In *Minelian v. Manzella*, 215 Cal. App. 3d 457 (1990), the appellate court ruled against a landlord who appealed from an adverse judgment in an unlawful detainer suit. The tenant had stopped paying rent because she had been charged unlawful rent due to landlord’s failure to roll back the rent under the Santa Monica Rent Control Charter Amendment (the “SMRCCA”), and she used excess unlawful rent she paid over the course of over seven years as an offset against rent due. The tenant had argued that the collection of excess rent was a defense to the unlawful detainer action. In affirming the judgment of the lower court, the appellate court stated, “our holding places the burden on the landlord, where it properly belongs, to ensure that only the lawful amount of rent is charged.” *Id.* at 468.

In order to ensure that only the lawful amount of rent is charged, the landlord must inform themselves about what that amount is. In other words, if one chooses to do business as a landlord in a local rent control jurisdiction, one must do the work to find out what the law says. Mr. Verbera, who was hired to manage the Property, testified that he knew nothing about the rent rollback until Mr. Turley mentioned it to him in early 2017, and he relied completely upon the advice of an anonymous City staff person, whom he testified he did not inform that the tenancy dated back to 2012, just telling them that there was a lease dated March 1, 2016. Mr. Verbera testified that he did not keep up on the Mountain View rent stabilization laws because he managed only one property in Mountain View. Instead, he relied on Respondents to inform him about the law based on any mailings they received from the City of Mountain View. Additionally, both he and the Respondents admitted that they had never read the CSFRA.

It should be noted that according to Mr. Verbera's testimony, Mr. Turley informed Mr. Verbera about the rent rollback not just once but twice. The second time that Mr. Turley questioned the failure to apply the rollback, Mr. Verbera responded in an email, saying "[w]e had a completely new lease in 2016. We had talked about at the time about vacating or signing a brand new lease and you opted to sign a new lease so that is what we based rent on at that time." This description of why the rent was not rolled back does not correspond to Mr. Verbera's testimony about his conversation with the anonymous staff person in the Rent Stabilization Program. There is no mention of the lease being exempt because only month-to-month tenancies were required to be rolled back. The explanation in the email leads to the conclusion that Mr. Verbera thought that if the Petitioners signed a new lease in 2016 that somehow erased the prior tenancy and thus the need to roll back the rent. On a related note, there was no evidence presented that Respondent rolled back the rent on the other five rental units on the Property, even though Mr. Pothen testified that after the RTLO was enacted, of all the tenants only Petitioners chose to have a written lease. Under Mr. Verbera's understanding of the CSFRA, as explained in his testimony, Respondents would have rolled back the rent on the five other month-to-month tenancies, but neither Mr. Verbera nor Mr. Pothen said anything about that rollback.

Rather than proactively informing himself of what was going on in Mountain View, Mr. Verbera relied on the Respondents to tell him about any notices they received from the City of Mountain View. The Respondents testified that they never received any notices about the rent rollback from the City of Mountain View. The Respondents also presented no evidence that they made any efforts to inform themselves about the CSFRA other than relying on mail received from the City. From City mailings, Mr. Verbera and Respondents found out about the amounts of the permitted Annual General Adjustments, which they were careful to apply correctly, but they found out nothing about the rent rollback. The Hearing Officer takes judicial notice of the fact that there were articles about the rent rollback in the local press¹ and of the fact that the City of

¹ See, e.g., <https://www.mv-voice.com/news/2017/04/07/city-calls-for-apartment-rents-to-roll-back/> and <https://www.mv-voice.com/news/2017/04/05/judge-oks-roll-out-of-rent-control-in-mountain-view/>

Mountain View held informational meetings and workshops for landlords and tenants after the adoption of the CSFRA as well as posting information to its website.

Mr. Pothen testified that, prior to the CSFRA being adopted, when he received information about the Right to Lease Ordinance, he sent notices to his tenants with the RTLO attached. Had he read the RTLO, he would have seen that he was prohibited from increasing the rent when Petitioners switched over from a month-to-month tenancy to a leasehold: “[43.3(d)]...The rental rate for a unit under written lease shall not exceed the rental rate for the same unit for a month-to-month tenancy.” See, Ordinance No. 10.15, adopting Chapter 43, Article I of the Mountain View Municipal Code, December 8, 2015; repealed by Ordinance 4.17, June 6, 2017.

The point is that Respondents and Mr. Verbera did a poor job of informing themselves about the CSFRA and cannot rely on their ignorance as a defense. As the Minelian court pointed out: “A maxim of jurisprudence is that: ‘No one can take advantage of his own wrong (*citing* California Civil Code Section 3517).”²

The second argument that Respondents make as to why they should not be held accountable for failing to roll the rent back is the passage of time. They argue that Petitioners should not have waited so long to file a Petition and that the delay has caused detriment to Respondents. Given that the Hearing Officer does not sit as a court of equity, only legal defenses can be considered. Thus, the Hearing Officer cannot consider laches, but can consider the doctrine of waiver or the application of the statute of limitations.

As to waiver, CSFRA Section 1713 states that any provision of a rental agreement, either oral or written, in which the tenant waives any rights under the CSFRA is void as against public policy. Respondents are effectively arguing that by not exercising a right to Petition under the CSFRA about an unlawful provision in a lease (i.e., an unlawful amount of rent), the Petitioners waived their right to later challenge the unlawful rent in the lease. This is an end-run around Section 1713, and contradicts one of the purposes of the CSFRA, which is to protect tenants from excessively high rents. (See, CSFRA Section 1701). Additionally, as the Minelian court pointed out, “[w]e must also keep in mind the principle that: ‘the law abhors forfeitures, and will strictly construe forfeiture provisions against the party in whose behalf they are invoked.’” (*Citing* California Civil Code Section 1442; other citations omitted.) Ruling that the Petitioners waived their right to Petition would result in Petitioners’ forfeiture of seven years of unlawful rent collected by Respondents. Finally, Petitioners did not simply remain silent. They told Respondents twice that they were entitled to a rent rollback. This was not resting on their rights, and it is not Petitioners’ fault that Respondents did not do their due diligence with respect to the CSFRA. Respondents appear not to be cognizant of the disparity in power

² Ironically, had Respondents kept themselves apprised of the CSFRA and rolled back the rent, they would have found out that they might have been entitled to an additional 2.6 percent banked rent increase. See, Rental Housing Committee Minutes, May 21, 2018, Item 8.1.

between landlords and tenants; with the greater power that landlords wield over tenants comes responsibility, as the Minelian court said, to make sure that they are charging the correct amount of rent.

Respondents also argue that a statute of limitations should prevent Petitioners from recovering the unlawful rent that they paid to Respondents. There is no statute of limitations in the CSFRA which governs the rent rollback or the general application of the Annual General Adjustment. The statute of limitations is discussed only in the context of rent concessions. CSFRA Regulations Ch. 4, Section (G)(6)(b) provides that in cases of unlawful rent payments, “[f]or rent concessions provided for a Tenancy that commenced on or after September 1, 2022, the Tenant shall be entitled to a rollback to the Base Rent and a refund of any Rent that was overpaid, *subject to the applicable statutes of limitations in State law.*” (*Emphasis added*). Since the Rental Housing Committee in promulgating regulations provided for a statute of limitations in the particular context of rent concessions, it is reasonable to conclude that it would have provided specifically for a statute of limitations in the broader context of rent rollbacks or unlawful rent if it had intended to. It is up to the Rental Housing Committee to adopt such a regulation, not for the Hearing Officer to legislate one. Additionally, there are no time limits for filing Petitions in the CSFRA except in three specific situations: (1) Hardship Petitions in the context of banked rent increases (*see* CSFRA Regulations Ch. 7, Section (C)); (2) Hardship Petitions in the context of Petitions for Upward Rent Adjustments (*see* CSFRA Regulations Ch. 6, Section (H)); and (3) Petitions submitted by tenants who have vacated rental units (*see*, CSFRA Regulations Ch. 4, Section (D)(7) and Section (G)(6)(c)). The inference to be drawn is that there are no time limits for other types of Petitions because the Rental Housing Committee would have inserted them into the Regulations if they had intended them to be there. Once again, it is not the role of the Hearing Officer to create regulations where none exist.

Therefore, the Hearing Officer’s hands are tied, and Respondents’ argument for a statute of limitations or other time limit for filing Petitions cannot be applied absent action by the Rental Housing Committee.

Respondents also raised at the Hearing their belief that Petitioners were acting in bad faith, that they intentionally did not file a Petition in order for the amount of unlawful rent to increase so that they would be entitled to a large refund upon move-out. Respondents’ argument is not logical. By not filing a Petition, Petitioners paid much more rent than they needed to pay, and Respondents had use of that excess money for years. Petitioners therefore were acting against their own economic self-interest in not filing a Petition. While Petitioners relied on someone whom they characterized as an attorney for the City telling them not to file a Petition and thus to act against their self-interest, as unschooled lay people it is not unbelievable that they would attempt to school themselves by attending meetings put on by the City and that they would rely on what they heard or what they thought they heard at those meetings. After all, they did not have the resources, as landlords do, to consult with legal counsel. Additionally, as stated earlier, Petitioners raised the issue of the rent rollback twice, thus giving Respondents the opportunity

to cure the problem as early as 2017. It is understandable that, after mentioning the rent rollbacks to Respondents twice, Petitioners might have been reticent to push back on landlords who were unwilling to accept the fact that the rent was supposed to be rolled back.³

For the foregoing reasons, Respondents are liable for their failure to roll back the rent. As a result of not rolling back the rent, as mentioned above, Respondents were not in substantial compliance with the CSFRA and were not entitled to increase the rent at any time until the rent was rolled back to the lawful Base Rent. (See, CSFRA Section 1707(f)(1) and Regulations Ch. 12, Section (B).) Pursuant to CSFRA Section 1714(a), “[a] Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the lawful Rent shall be liable to the Tenant in the amount by which the payment or payments have exceeded the lawful Rent.” Therefore, Petitioners are entitled to a refund of all overpayments of rent from December 23, 2016, when the CSFRA became effective, through October 31, 2023, when Petitioners vacated the Affected Unit. While Mr. Pothen requested that the Hearing Officer calculate the refund as the amounts paid over the lawful Base Rent but with the AGA’s from 2017 through 2023 added in as though lawful, the Hearing Officer may not do that under the CSFRA because Respondents were not allowed to increase the rent, even in the amounts allowed by the CSFRA, once they failed to roll back the rent in 2016.

The table below sets out the rent overpayments from December 23, 2016 through October 31, 2023. While some of the rent was paid for by Mr. Turley’s labor, this does not change the total amounts paid by Petitioners because the definition of Rent under Section 1702(p) of the CSFRA includes “all nonmonetary consideration including, but not limited to, ...labor performed or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement concerning the use or occupancy of a Rental Unit...”⁴

Table 1. Excess Rent Paid by Petitioner

Date	Total Rent Paid by Petitioners	Portion of Rent Paid by Labor	Lawful Rent	Excess Rent Paid by Petitioners
12/23/2016-12/31/2016	\$ 396.13	(\$ 10.32)	\$ 360.00	\$36.13
1/2017	\$ 1,535.00	(\$ 40.00)	\$1,395.00	\$140.00
2/2017	\$ 1,535.00	(\$ 40.00)	\$ 1,395.00	\$140.00
3/2017	\$ 1,535.00	(\$ 40.00)	\$ 1,395.00	\$140.00
4/2017	\$ 1,535.00	(\$ 40.00)	\$ 1,395.00	\$140.00
5/2017	\$ 1,535.00	(\$ 40.00)	\$ 1,395.00	\$140.00
6/2017	\$ 1,535.00	(\$122.00)	\$ 1,395.00	\$140.00
7/2017	\$ 1,535.00	(\$ 40.00)	\$ 1,395.00	\$140.00

³ It can perhaps be argued that by not filing a Petition earlier, the Petitioners deprived the Respondents of the opportunity to file a Petition for an upward adjustment of rent. However, the testimony was that Respondents would have rolled back the rent as required, and great emphasis was placed on how Respondents intentionally kept the rents for all tenants below market as a service to the community, so it is unlikely that they would have petitioned for a rent increase.

⁴ It should be noted that if Mr. Turley’s work for Respondent created an employer-employee relationship, then wages, hours, working conditions, and even rent could be regulated by 8 Cal. Code Regs. Section 11050.

Date	Total Rent Paid by Petitioners	Portion of Rent Paid by Labor	Lawful Rent	Excess Rent Paid by Petitioners
8/2017	\$ 1,535.00	(\$ 40.00)	\$ 1,395.00	\$140.00
9/2017	\$ 1,535.00	(\$ 40.00)	\$ 1,395.00	\$140.00
10/2017	\$ 1,535.00	(\$ 40.00)	\$ 1,395.00	\$140.00
11/2017	\$ 1,535.00	(\$55.00)	\$ 1,395.00	\$140.00
12/2017	\$ 1,535.00	(\$322.63)	\$ 1,395.00	\$140.00
1/2018	\$ 1,535.00	(\$400.00)	\$ 1,395.00	\$140.00
2/2018	\$ 1,535.00	(\$ 40.00)	\$ 1,395.00	\$140.00
3/2018	\$ 1,587.00	(\$ 40.00)	\$ 1,395.00	\$192.00
4/2018	\$ 1,587.00	(\$ 159.00)	\$ 1,395.00	\$192.00
5/2018	\$ 1,587.00	(\$90.32)	\$ 1,395.00	\$192.00
6/2018	\$ 1,587.00	(\$90.00)	\$ 1,395.00	\$192.00
7/2018	\$ 1,587.00	(\$ 40.00)	\$ 1,395.00	\$192.00
8/2018	\$ 1,587.00	(\$169.43)	\$ 1,395.00	\$192.00
9/2018	\$ 1,587.00	(\$165.00)	\$ 1,395.00	\$192.00
10/2018	\$ 1,587.00	(\$260.00)	\$ 1,395.00	\$192.00
11/2018	\$ 1,587.00	(\$417.35)	\$ 1,395.00	\$192.00
12/2018	\$ 1,587.00	(\$ 40.00)	\$ 1,395.00	\$192.00
1/2019	\$ 1,587.00	(\$ 40.00)	\$ 1,395.00	\$192.00
2/2019	\$ 1,587.00	(\$ 40.00)	\$ 1,395.00	\$192.00
3/2019	\$ 1,587.00	(\$ 40.00)	\$ 1,395.00	\$192.00
4/2019	\$ 1,644.00	(\$ 40.00)	\$ 1,395.00	\$249.00
5/2019	\$ 1,644.00	(\$195.86)	\$ 1,395.00	\$249.00
6/2019	\$ 1,644.00	(\$754.17)	\$ 1,395.00	\$249.00
7/2019	\$ 1,644.00	(\$ 40.00)	\$ 1,395.00	\$249.00
8/2019	\$ 1,644.00	(\$114.48)	\$ 1,395.00	\$249.00
9/2019	\$ 1,644.00	(\$60.00)	\$ 1,395.00	\$249.00
10/2019	\$ 1,644.00	(\$99.97)	\$ 1,395.00	\$249.00
11/2019	\$ 1,644.00	(\$134.98)	\$ 1,395.00	\$249.00
12/2019	\$ 1,644.00	(\$ 40.00)	\$ 1,395.00	\$249.00
1/2020	\$ 1,644.00	(\$ 40.00)	\$ 1,395.00	\$249.00
2/2020	\$ 1,644.00	(\$ 40.00)	\$ 1,395.00	\$249.00
3/2020	\$ 1,702.00	(\$110.00)	\$ 1,395.00	\$307.00
4/2020	\$ 1,702.00	(\$160.00)	\$ 1,395.00	\$307.00
5/2020	\$ 1,702.00	(\$ 40.00)	\$ 1,395.00	\$307.00
6/2020	\$ 1,702.00	(\$ 40.00)	\$ 1,395.00	\$307.00
7/2020	\$ 1,702.00	(\$ 40.00)	\$ 1,395.00	\$307.00
8/2020	\$ 1,702.00	(\$60.00)	\$ 1,395.00	\$307.00
9/2020	\$ 1,702.00	(\$80.00)	\$ 1,395.00	\$307.00
10/2020	\$ 1,702.00	(\$60.00)	\$ 1,395.00	\$307.00
11/2020	\$ 1,702.00	(\$50.00)	\$ 1,395.00	\$307.00
12/2020	\$ 1,702.00	(\$50.00)	\$ 1,395.00	\$307.00
1/2021	\$ 1,702.00	(\$50.00)	\$ 1,395.00	\$307.00
2/2021	\$ 1,702.00	(\$50.00)	\$ 1,395.00	\$307.00
3/2021	\$ 1,702.00	(\$50.00)	\$ 1,395.00	\$307.00
4/2021	\$ 1,702.00	(\$45.00)	\$ 1,395.00	\$307.00
5/2021	\$ 1,702.00	(\$ 40.00)	\$ 1,395.00	\$307.00
6/2021	\$ 1,702.00	(\$ 40.00)	\$ 1,395.00	\$307.00
7/2021	\$ 1,702.00	(\$ 40.00)	\$ 1,395.00	\$307.00
8/2021	\$ 1,702.00	(\$ 40.00)	\$ 1,395.00	\$307.00
9/2021	\$ 1,702.00	(\$45.00)	\$ 1,395.00	\$307.00
10/2021	\$ 1,702.00	(\$50.00)	\$ 1,395.00	\$307.00
11/2021	\$ 1,702.00	(\$60.00)	\$ 1,395.00	\$307.00
12/2021	\$ 1,702.00	(\$50.00)	\$ 1,395.00	\$307.00

Date	Total Rent Paid by Petitioners	Portion of Rent Paid by Labor	Lawful Rent	Excess Rent Paid by Petitioners
1/2022	\$ 1,702.00	(\$ 40.00)	\$ 1,395.00	\$307.00
2/2022	\$ 1,702.00	(\$ 40.00)	\$ 1,395.00	\$307.00
3/2022	\$ 1,702.00	(\$50.00)	\$ 1,395.00	\$307.00
4/2022	\$ 1,775.00	(\$208.32)	\$ 1,395.00	\$380.00
5/2022	\$ 1,775.00	(\$50.00)	\$ 1,395.00	\$380.00
6/2022	\$ 1,775.00	(\$50.00)	\$ 1,395.00	\$380.00
7/2022	\$ 1,775.00	(\$55.00)	\$ 1,395.00	\$380.00
8/2022	\$ 1,775.00	(\$60.00)	\$ 1,395.00	\$380.00
9/2022	\$ 1,775.00	(\$70.00)	\$ 1,395.00	\$380.00
10/2022	\$ 1,775.00		\$ 1,395.00	\$380.00
11/2022	\$ 1,775.00		\$ 1,395.00	\$380.00
12/2022	\$ 1,775.00		\$ 1,395.00	\$380.00
1/2023	\$ 1,775.00		\$ 1,395.00	\$380.00
2/2023	\$ 1,775.00		\$ 1,395.00	\$380.00
3/2023	\$ 1,775.00		\$ 1,395.00	\$380.00
4/2023	\$ 1,863.00		\$ 1,395.00	\$468.00
5/2023	\$ 1,863.00		\$ 1,395.00	\$468.00
6/2023	\$ 1,863.00		\$ 1,395.00	\$468.00
7/2023	\$ 1,863.00		\$ 1,395.00	\$468.00
8/2023	\$ 1,863.00		\$ 1,395.00	\$468.00
9/2023	\$ 1,863.00		\$ 1,395.00	\$468.00
10/2023	\$ 1,863.00		\$ 1,395.00	\$468.00
TOTALS	\$158, 282.13	\$6,333.83	\$135,540.00	\$22,742.13

Respondents shall refund to Petitioners the total amount of \$22,742.13 in unlawful rent payments.

Unlawful Rent Payments in 2019 and 2020

Given that all of the rent increases since 2018 were unlawful and must be invalidated, the question of whether the rent increases in 2019 and 2020 in particular were unlawful has become moot, and the Hearing Officer need not address it.

Additionally, while the Petition indicates that there was an unlawful banked rent increase in 2017, Ms. Turley testified that this was an error, and the Hearing Officer will consider this issue withdrawn.

Failure to Register in 2021

Pursuant to CSFRA Regulations Ch. 11, Section (D), Landlords were required to register all rental units by “February 1, 2021, provided, however, that failure to complete registration by February 1, 2021 shall not be considered substantial noncompliance with the CSFRA unless such failure continues after March 1, 2021.” Pursuant to CSFRA Regulations Ch. 12, Section (B) and Table 1, Item 4, failure to register “means a Landlord has not substantially complied with the CSFRA and therefore, cannot raise rents...”

Given that all rent increases have been nullified, that there is no mechanism for retroactively registering a rental unit so that it can be brought into compliance, and that the Affected Unit was registered in early 2022, the question of registration need not be discussed further.

Condition of Rental Unit

Finally, Respondents have submitted evidence of the very poor condition that Petitioners left the Affected Unit in after they vacated and the lack of a 30-day notice on the part of Petitioners. The Hearing Officer has no jurisdiction over such issues, so the rent refund to Petitioners cannot be offset against any damages that might be owed to Respondents; however, Respondents may pursue damages in another forum.

VIII. CONCLUSIONS OF LAW

1. By not rolling back the rent to its level on October 19, 2015 as required by Section 1702(b) of the CSFRA, Respondents did not substantially comply with the CSFRA, and therefore Petitioners are entitled to a downward adjustment of rent. (*See also*, CSFRA Section 1707(f)(1) and Regulations Ch. 12, Section (B).)
2. Because Respondents were not in substantial compliance with the CSFRA due to their failure to roll back the rent, the rent increases imposed by Respondents between December 2016 and October 31, 2023 were unlawful pursuant to CSFRA Section 1707(f)(1) and Regulations Ch. 12, Section (B) and are hereby nullified.
3. Although Respondents failed to register the Affected Unit with the Rent Stabilization Division in 2021, the issue of whether there should be any remedy for their non-compliance is moot as all rent increases since December 23, 2016 are nullified.

IX. DECISION

1. Since Petitioners have vacated the Affected Unit, the Base Rent for the Affected Unit is not rolled back but may be set at market rate pursuant to CSFRA Section 1708 and state law.
2. Respondents shall refund to Petitioners \$22,742.13 in unlawfully collected rent for December 23, 2016 through October 31, 2023, as reflected in Table 1 in this Decision and in Attachment 1, Award Schedule, appended hereto.
3. In the event that this Decision is appealed, the final appeal decision shall include an updated refund schedule as applicable.
4. Absent an appeal, the total amount owed to Petitioners is due and payable to Petitioners immediately and if said amount is not paid, Petitioners 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. In the event of an appeal, the total amount owed to Petitioners as determined on appeal shall be due and payable to Petitioners immediately upon the issuance of a decision on appeal and if said amount is not paid, Petitioners 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.

5. The payments and credits to Petitioners as set forth herein shall be enforceable as to any successor in interest or assignees of Respondents.

6. 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).

IT IS SO ORDERED.



Barbara M. Anscher, Hearing Officer

Date: September 19, 2024

Hearing Officer Decision re Base Rent

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Additional Services Paid	Concessions Used
10/2015	\$ 1,395.00	\$ -	\$ -
BASE RENT			\$ 1,395.00

Hearing Officer Decision re Unlawful Rent

Month/Year of Rent Payment	Actual Premises Rent Paid	Portion of Rent Paid by Labor (not factored in calculations)	Lawful Rent	Payments in Excess by Petitioner
12/23/2016-12/31/2016	\$ 396.13	\$ (10.32)	\$ 360.00	\$ 36.13
1/2017	\$ 1,535.00	\$ (40.00)	\$ 1,395.00	\$ 140.00
2/2017	\$ 1,535.00	\$ (40.00)	\$ 1,395.00	\$ 140.00
3/2017	\$ 1,535.00	\$ (40.00)	\$ 1,395.00	\$ 140.00
4/2017	\$ 1,535.00	\$ (40.00)	\$ 1,395.00	\$ 140.00
5/2017	\$ 1,535.00	\$ (40.00)	\$ 1,395.00	\$ 140.00
6/2017	\$ 1,535.00	\$ (122.00)	\$ 1,395.00	\$ 140.00
7/2017	\$ 1,535.00	\$ (40.00)	\$ 1,395.00	\$ 140.00
8/2017	\$ 1,535.00	\$ (40.00)	\$ 1,395.00	\$ 140.00
9/2017	\$ 1,535.00	\$ (40.00)	\$ 1,395.00	\$ 140.00
10/2017	\$ 1,535.00	\$ (40.00)	\$ 1,395.00	\$ 140.00
11/2017	\$ 1,535.00	\$ (55.00)	\$ 1,395.00	\$ 140.00
12/2017	\$ 1,535.00	\$ (322.63)	\$ 1,395.00	\$ 140.00
1/2018	\$ 1,535.00	\$ (400.00)	\$ 1,395.00	\$ 140.00
2/2018	\$ 1,535.00	\$ (40.00)	\$ 1,395.00	\$ 140.00
3/2018	\$ 1,587.00	\$ (40.00)	\$ 1,395.00	\$ 192.00
4/2018	\$ 1,587.00	\$ (159.00)	\$ 1,395.00	\$ 192.00
5/2018	\$ 1,587.00	\$ (90.32)	\$ 1,395.00	\$ 192.00
6/2018	\$ 1,587.00	\$ (90.00)	\$ 1,395.00	\$ 192.00
7/2018	\$ 1,587.00	\$ (40.00)	\$ 1,395.00	\$ 192.00
8/2018	\$ 1,587.00	\$ (169.43)	\$ 1,395.00	\$ 192.00
9/2018	\$ 1,587.00	\$ (165.00)	\$ 1,395.00	\$ 192.00
10/2018	\$ 1,587.00	\$ (260.00)	\$ 1,395.00	\$ 192.00
11/2018	\$ 1,587.00	\$ (417.35)	\$ 1,395.00	\$ 192.00
12/2018	\$ 1,587.00	\$ (40.00)	\$ 1,395.00	\$ 192.00
1/2019	\$ 1,587.00	\$ (40.00)	\$ 1,395.00	\$ 192.00
2/2019	\$ 1,587.00	\$ (40.00)	\$ 1,395.00	\$ 192.00
3/2019	\$ 1,587.00	\$ (40.00)	\$ 1,395.00	\$ 192.00
4/2019	\$ 1,644.00	\$ (40.00)	\$ 1,395.00	\$ 249.00
5/2019	\$ 1,644.00	\$ (195.86)	\$ 1,395.00	\$ 249.00
6/2019	\$ 1,644.00	\$ (754.17)	\$ 1,395.00	\$ 249.00
7/2019	\$ 1,644.00	\$ (40.00)	\$ 1,395.00	\$ 249.00
8/2019	\$ 1,644.00	\$ (114.48)	\$ 1,395.00	\$ 249.00
9/2019	\$ 1,644.00	\$ (60.00)	\$ 1,395.00	\$ 249.00
10/2019	\$ 1,644.00	\$ (99.97)	\$ 1,395.00	\$ 249.00
11/2019	\$ 1,644.00	\$ (134.98)	\$ 1,395.00	\$ 249.00
12/2019	\$ 1,644.00	\$ (40.00)	\$ 1,395.00	\$ 249.00
1/2020	\$ 1,644.00	\$ (40.00)	\$ 1,395.00	\$ 249.00
2/2020	\$ 1,644.00	\$ (40.00)	\$ 1,395.00	\$ 249.00
3/2020	\$ 1,702.00	\$ (110.00)	\$ 1,395.00	\$ 307.00
4/2020	\$ 1,702.00	\$ (160.00)	\$ 1,395.00	\$ 307.00
5/2020	\$ 1,702.00	\$ (40.00)	\$ 1,395.00	\$ 307.00

Month/Year of Rent Payment	Actual Premises Rent Paid	Portion of Rent Paid by Labor		Lawful Rent	Payments in Excess by Petitioner
		(not factored in calculations)			
6/2020	\$ 1,702.00	\$ (40.00)	\$ 1,395.00	\$ 307.00	
7/2020	\$ 1,702.00	\$ (40.00)	\$ 1,395.00	\$ 307.00	
8/2020	\$ 1,702.00	\$ (60.00)	\$ 1,395.00	\$ 307.00	
9/2020	\$ 1,702.00	\$ (80.00)	\$ 1,395.00	\$ 307.00	
10/2020	\$ 1,702.00	\$ (60.00)	\$ 1,395.00	\$ 307.00	
11/2020	\$ 1,702.00	\$ (50.00)	\$ 1,395.00	\$ 307.00	
12/2020	\$ 1,702.00	\$ (50.00)	\$ 1,395.00	\$ 307.00	
1/2021	\$ 1,702.00	\$ (50.00)	\$ 1,395.00	\$ 307.00	
2/2021	\$ 1,702.00	\$ (50.00)	\$ 1,395.00	\$ 307.00	
3/2021	\$ 1,702.00	\$ (50.00)	\$ 1,395.00	\$ 307.00	
4/2021	\$ 1,702.00	\$ (45.00)	\$ 1,395.00	\$ 307.00	
5/2021	\$ 1,702.00	\$ (40.00)	\$ 1,395.00	\$ 307.00	
6/2021	\$ 1,702.00	\$ (40.00)	\$ 1,395.00	\$ 307.00	
7/2021	\$ 1,702.00	\$ (40.00)	\$ 1,395.00	\$ 307.00	
8/2021	\$ 1,702.00	\$ (40.00)	\$ 1,395.00	\$ 307.00	
9/2021	\$ 1,702.00	\$ (45.00)	\$ 1,395.00	\$ 307.00	
10/2021	\$ 1,702.00	\$ (50.00)	\$ 1,395.00	\$ 307.00	
11/2021	\$ 1,702.00	\$ (60.00)	\$ 1,395.00	\$ 307.00	
12/2021	\$ 1,702.00	\$ (50.00)	\$ 1,395.00	\$ 307.00	
1/2022	\$ 1,702.00	\$ (40.00)	\$ 1,395.00	\$ 307.00	
2/2022	\$ 1,702.00	\$ (40.00)	\$ 1,395.00	\$ 307.00	
3/2022	\$ 1,702.00	\$ (50.00)	\$ 1,395.00	\$ 307.00	
4/2022	\$ 1,775.00	\$ (208.32)	\$ 1,395.00	\$ 380.00	
5/2022	\$ 1,775.00	\$ (50.00)	\$ 1,395.00	\$ 380.00	
6/2022	\$ 1,775.00	\$ (50.00)	\$ 1,395.00	\$ 380.00	
7/2022	\$ 1,775.00	\$ (55.00)	\$ 1,395.00	\$ 380.00	
8/2022	\$ 1,775.00	\$ (60.00)	\$ 1,395.00	\$ 380.00	
9/2022	\$ 1,775.00	\$ (70.00)	\$ 1,395.00	\$ 380.00	
10/2022	\$ 1,775.00	\$ -	\$ 1,395.00	\$ 380.00	
11/2022	\$ 1,775.00	\$ -	\$ 1,395.00	\$ 380.00	
12/2022	\$ 1,775.00	\$ -	\$ 1,395.00	\$ 380.00	
1/2023	\$ 1,775.00	\$ -	\$ 1,395.00	\$ 380.00	
2/2023	\$ 1,775.00	\$ -	\$ 1,395.00	\$ 380.00	
3/2023	\$ 1,775.00	\$ -	\$ 1,395.00	\$ 380.00	
4/2023	\$ 1,863.00	\$ -	\$ 1,395.00	\$ 468.00	
5/2023	\$ 1,863.00	\$ -	\$ 1,395.00	\$ 468.00	
6/2023	\$ 1,863.00	\$ -	\$ 1,395.00	\$ 468.00	
7/2023	\$ 1,863.00	\$ -	\$ 1,395.00	\$ 468.00	
8/2023	\$ 1,863.00	\$ -	\$ 1,395.00	\$ 468.00	
9/2023	\$ 1,863.00	\$ -	\$ 1,395.00	\$ 468.00	
10/2023	\$ 1,863.00	\$ -	\$ 1,395.00	\$ 468.00	
TOTAL				\$ 22,742.13	

Refund Schedule

Month/Year Refund Due	Overpayment	
	Type	Refund Due
Immediately	Unlawfully collected rent	\$ 22,742.13
TOTAL		\$ 22,742.13