

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

Rental Housing Committee Case Nos.:	C25260002, C25260003
Type of Petition:	Petition A: Tenant Petition for Downward Adjustment of Rent, and Petition B: Failure to Maintain Habitable Premises and/or Reduction in Housing Services or Maintenance
Address of Rental Property:	207 Evandale Avenue, Mountain View, CA 94043
Subject Unit(s):	■
Petitioner Name(s) and Authorized Representative(s):	Gerardo Robles and Blanca Zamora
Respondents Name(s) and Authorized Representative(s):	Alpine Investor Group, LLC; Wenge Zhang, a.k.a. Linda Zhang
Date of Prehearing Meeting:	September 25, 2025
Date(s) of Hearing:	October 30, 2025
Place of Hearing:	Online via Zoom
Date Hearing Record Closed:	November 20, 2025
Date of Decision:	December 22, 2025
Date of Mailing:	See attached Proof of Service.
Hearing Officer:	Barbara M. Anscher

I. PROCEDURAL HISTORY

1. On July 11, 2025, Petitioners Gerardo Robles and Blanca Zamora (“Petitioners” or individually “Mr. Robles” and “Ms. Zamora”) filed with the City of Mountain View Rent Stabilization Division (the “Rent Stabilization Division”) two Petitions (collectively, the

“Petitions”) requesting a downward adjustment of rent for the rental unit located at 207 Evandale Avenue, Unit [REDACTED] the “Affected Unit”).

2. The first Petition (the “Petition A”) requested a downward adjustment of rent based upon (a) rent increases demanded while the Property was substantially noncompliant with the CSFRA due to failure to register in 2021 and 2022; and (b) a monthly fee charged in addition to rent, commencing on November 1, 2023.

3. The second Petition (the “Petition B”) requested a downward adjustment of rent due to a failure to maintain habitable premises and decreases in Housing Services.

4. On July 18, 2025, the Rent Stabilization Division served on the parties a Notice of Filing of a Downward Adjustment of Rent Petition.

5. On August 13, 2025, Ms. Zhang/Respondent filed a Petition Response Form with supporting documents.

6. The Rent Stabilization Division served on the parties a Notice of Acceptance and Forwarding of Petition, with a Hearing Information Sheet attached, on August 25, 2025.

7. On August 29, 2025, the Rent Stabilization Division served on the parties a Notice of Prehearing Meeting and Hearing, setting a Prehearing Meeting date for September 25, 2025 at 9:00 a.m. and a tentative Hearing date of October 30, 2025 at 9:00 a.m. Attached to the Notice was a Hearing Information Sheet.

8. A Prehearing Meeting was held by videoconference on September 25, 2025 at 9:00 a.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.

9. On September 25, 2025, after the Prehearing Meeting, the Hearing Officer issued a Prehearing Order by which the parties were granted until October 15, 2025 to submit documents requested by the Hearing Officer and to submit witness lists, if any. The Prehearing Order was served on the parties by the Rent Stabilization Division on September 26, 2025.

10. Petitioners submitted additional documentary evidence on or before October 15, 2025. Ms. Zhang/Respondent did not submit any of the additional documentary evidence listed in the Prehearing Order.

11. A Hearing was held on October 30, 2025 at 9:00 a.m., as duly noticed. At the commencement of the Hearing, Ms. Zhang/Respondent objected to Hearing Officer’s Exhibit #5 on the grounds that the documents preceded Ms. Zhang/Respondent’s

ownership of the Property. Ms. Zhang/Respondent moved that the evidence admitted during the Hearing be limited to issues arising after her purchase of the Property on June 18, 2022. The Hearing Officer overruled Ms. Zhang/Respondent's objection on the basis that the CSFRA and California law, depending upon the factual situation, allow consideration of the actions of prior owners when a Petition is brought against a successor owner.

12. After the Hearing, the Hearing Officer issued a Post-Hearing Order, keeping the Record open pending submission of additional documents by the parties. During the Hearing, the parties had stipulated that they would submit the additional evidence on or before November 17, 2025.

13. A Notice of Hearing Officer Post-Hearing Order was served on the parties on November 3, 2025.

14. Petitioners submitted the additional documents requested by the Post-Hearing Order on or before November 17, 2025. Ms. Zhang/Respondent did not submit any additional documents.

15. The Record was closed on November 20, 2025.

II. PARTICIPANTS AT HEARING

The following parties attended the Hearing: Petitioners Gerardo Robles and Blanca Zamora; Wenge ("Linda") Zhang on behalf of herself and Respondent Alpine Investor Group, LLC.

Spanish interpreters Flavia Toledo and Alitcel Camacho were present at the Hearing to interpret for Petitioners.

Alitcel Camacho and Danaya Thomas attended on behalf of the Rent Stabilization Division.

III. SUMMARY OF FINDINGS

A. Ms. Zhang/Respondent shall pay to Petitioners a rent reduction in the amount of \$8,528.88 due to (a) a rent increase imposed by Ms. Zhang when the Property was out of compliance with the CSFRA due to failure to register in 2021 and 2022; and (b) an unlawful rent increase imposed commencing on November 1, 2023 in the form of a monthly charge in the amount of \$72.50. If late fees posted on the Tenant Rent Ledger were associated with the nonpayment of the unlawful rent increase, they shall be refunded to Petitioners.

B. Ms. Zhang/Respondent shall pay to Petitioners a rent reduction in the amount of \$13,758.31 for failure to maintain habitable premises due to: (a) dampness and mold in the bedrooms, living room, kitchen, and bathroom; (b) a moldy and worn carpet; and (c) broken closet doors.

C. Ms. Zhang/Respondent shall pay to Petitioners a rent reduction in the amount of \$1,995.16 for decreases in housing services due to: (a) a broken refrigerator replaced with a smaller refrigerator; (b) a broken washing machine; and (c) inadequate trash containers.

IV. SUMMARY OF WITNESS TESTIMONY

Gerardo Robles and Blanca Zamora

Mr. Robles and Ms. Zamora testified jointly.

Ms. Zamora and Mr. Robles said that they first occupied the Affected Unit on September 14, 2017. The Affected Unit has two bedrooms. [REDACTED]

The initial rent for the Affected Unit was \$2,350.00. The rent was increased to \$2,434.00 effective September 1, 2018. It was increased again effective September 1, 2019 to \$2,519.87. Effective November 1, 2022, it was increased to \$2,645.86. The rent was increased most recently to \$2,778.15 effective November 1, 2023. Also on that date, a monthly charge of \$72.50 was added.

Ms. Zamora testified that when a charge of \$72.50 was added to their monthly rent, she contacted the service that does billing for Ms. Zhang and was told that the charge was for maintenance of the outdoor common areas. She stated that after protesting the charge, she ended up paying an entire year of the additional payments in one lump sum and thereafter paid it monthly.

Ms. Zamora also said that they only paid rent of \$2,350.00 for October 2022 because they received financial assistance for that month, and when Ms. Zhang filled out the form that had to be submitted in order to obtain the payment, she listed the rent as \$2,350.00 rather than \$2,519.87.

Ms. Zamora testified that she first notified Ms. Zhang of mold throughout the Affected Unit in February 2023. With respect to the children's bedroom, Ms. Zhang's contractor came on February 14, 2023 and opened a hole in the wall to see if it was damp inside. He did not find anything wrong, so he closed it up and patched the walls. The mold kept reappearing, so Ms. Zamora sent a text message and told Ms. Zhang verbally that the mold was still a problem. The mold issue in the children's room had not been addressed at the time of the Hearing.

With respect to the other bedroom, a contractor cleaned the mold off the walls on February 14, 2023; however, the mold recurred during the rainy season. Ms. Zamora notified Ms. Zhang again on April 17, 2024 about the mold problem in the Affected Unit. Shortly thereafter, a contractor removed the outer wall on the side of the Affected Unit that faces

the street and discovered that the wood was wet. The contractor installed insulation, and after that, the mold problem did not recur.

After the installation of insulation on one side of the Affected Unit, the mold problem in the living room also ceased.

With respect to the kitchen, Ms. Zhang's contractor cleaned the mold; however, it came back when it rained. Ms. Zamora testified that at the same time that the contractor installed insulation on one side of the Affected Unit, Ms. Zamora requested by text message that Ms. Zhang do the same for the other side of the Affected Unit. However, there was no response. Ms. Zamora testified that mold continues to appear in the kitchen during the rainy season.

Mr. Robles testified that as soon as they noticed a leak under the kitchen sink, he notified Ms. Zhang, who immediately sent her handyman, [REDACTED] to address the problem. Mr. Robles testified that [REDACTED] cleaned the area that had been damaged by the leak, put a wood piece over the water-damaged area, and painted underneath the sink. He did not open up the wood under the sink to investigate the extent of the damage.

With respect to the bathroom, Mr. Robles said that they notified Ms. Zhang about the mold on December 2, 2022. She sent [REDACTED] who cleaned the mold off the walls and painted the walls. Ms. Zamora said that she constantly cleaned mold off the tiles in the shower and that [REDACTED] put new grout in the cracks in the tile. [REDACTED] also replaced broken floor tiles in the bathroom at that time. Ms. Zamora testified that the mold recurred, and she informed Ms. Zhang about it again at the time that the insulation was installed in the wall facing the street in April 2024. The bathroom was ultimately repaired on April 23, 2025, and there is no longer any mold there.

Ms. Zamora testified that the carpet in the children's bedroom had mold on it along the wall where there is a window. She notified Ms. Zhang by letter and also gave her a note from the children's doctor. The carpet in the bedrooms and living room was replaced with vinyl tiles on April 17, 2024, and there has been no recurrence of mold. Ms. Zamora said it took two years for Ms. Zhang to address the problem with the carpet.

Ms. Zamora said that the closet doors in both bedrooms have been broken since December 2022, at which time she requested that they be repaired. She testified that Ms. Zhang told her that she would remove the doors and put up curtains; however, that was never done. When the carpet was replaced in April 2024, the closet doors were removed but never replaced.

Mr. Robles testified that when the refrigerator broke, Ms. Zhang replaced it the next day. However, the new refrigerator was smaller than the former refrigerator. Mr. Robles estimated that it was six to eight inches smaller in height and eight to ten inches smaller in width.

Mr. Robles stated that he complained to [REDACTED] about the washing machine being broken sometime in 2022 and by text to Ms. Zhang on October 18, 2022. It was not repaired until April 3, 2025, when a sign was posted on the laundry room indicating that the machine was repaired and could be used.

Mr. Robles testified that while the washing machine was out of order, they went to a laundromat at the intersection of Middlefield Road and Whisman Road. He said that the cost per load to use the washing machine at the laundromat is \$9.00 and that they do about 3 or 4 loads a week. With the dryer, it costs about \$50.00 a week. He said that they still do not use the washing machine and dryer at the Property because the machines are very old, and the dryer does not work very well.

With respect to the removal of the dumpster, they received notice on October 18, 2022 that it would be replaced by smaller individual trash cans. Mr. Robles said that Ms. Zhang told them that she wanted tenants to recycle more, and he informed Ms. Zhang that the smaller cans were not large enough to hold all the trash even when recyclables were put in the recycling bins. Ms. Zhang changed back to the dumpster within about four or five months.

Mr. Robles stated that they did not recall exactly when the parking lot fence was replaced by a shorter fence. They said that as a result of the shortened height, trespassers are able to enter the Property by jumping over the fence. Mr. Robles testified that a leaf blower was stolen, and Ms. Zamora said that their children's bicycles were also stolen and that trash is frequently dumped on the premises. Ms. Zamora said that prior to the fence being shortened, they had not had trespassers at the Property.

Ms. Zamora testified that initially, Ms. Zhang was building an even shorter fence, but the neighbors complained about it, and she increased the height. Ms. Zamora said that she told [REDACTED] about the thefts and the problem with the fence and that after their conversation, a new much stronger light was installed in the parking area.

Linda Zhang

Ms. Zhang testified that the Property consists of six rental units and that she purchased it on June 18, 2022. She said that her property management company, Legacy Property Group, increased the rent for the Affected Unit to \$2,645.86 in November 2022. She stated that at the suggestion of her property management company, a monthly amount of \$72.50

was charged to Petitioners, commencing in November 2023. The total amount consists of a “latchel fee” of \$60.00,¹ a renter’s insurance fee of \$9.50, and an administrative fee of \$3.00. Ms. Zhang also testified that her property management company told her that Petitioners owe \$1,428.00 in fees and rent. She said that the property management company presented the Petitioners with a new lease which they never signed.

Ms. Zhang said that she does not know anything about the legalities of the rent stabilization laws and that she relies on her property management company which she believes she hired in late 2022 or early 2023. She stated that she had no knowledge that there was rent stabilization in Mountain View when she purchased the Property. With respect to registering the Property, Ms. Zhang said that the previous owner had not registered it with the Rent Stabilization Division, which she only found out after she purchased the Property. She said that Legacy Property Group registered the Property. Ms. Zhang said she feels that she should not be responsible for the prior owner’s failure to register.

Ms. Zhang testified that when she purchased the Property, it was in poor condition. She said that she entered and examined all of the rental units on the Property prior to the purchase.

Ms. Zhang testified that since she purchased the Property in June 2022, she has spent a lot on repairs for the Affected Unit, approximately \$20,000.00. She stipulated that the timeframe for repairs set forth by Petitioners is accurate. She said that she spent a lot of time trying to figure out where the mold was coming from. She also stated that she did not have the funds to make the repairs instantly, and she said it took time to schedule contractors. Ms. Zhang testified that she did not hire a contractor specializing in mold remediation, nor did she have the Affected Unit tested for mold. She said that she thought a mold specialist would be very expensive. Ms. Zhang testified that she had a contractor clean the mold and that [REDACTED] repainted the inside of the Affected Unit with mold-resistant paint. She said that it was [REDACTED] idea to remove the exterior wall on the patio side of the Affected Unit, as had been done on the other side, and to put in insulation in order to prevent the mold from recurring. Ms. Zhang also said that she is happy to make the necessary repairs to address the remaining problems with the Affected Unit.

Ms. Zhang testified that it is taking a long time to replace the closet doors because the doors go all the way up to the ceiling, and to install new doors, [REDACTED] will have to build drywall to enable him to install shorter doors. She said that installing doors that go all the way to the ceiling is very expensive, approximately \$5,000.00 to \$6,000.00. Ms. Zhang

¹Latchel is an operating system for property managers which manages maintenance requests from tenants. The cost of Latchel is passed on to the tenants. See, *Latchel.com*

admitted that if [REDACTED] adds drywall, it will eliminate storage space in the closet, and she said that Ms. Zamora and [REDACTED] can try to work out a solution.

Ms. Zhang testified that she had the carpet replaced by vinyl flooring on or about April 17, 2024, around the same time that the exterior wall was removed and new insulation was installed.

Ms. Zhang stated that most of the work on the Property has been performed by [REDACTED] who has a fulltime job as a property maintenance manager and works on his off hours as a handyman for her. She is unaware as to whether [REDACTED] has a contractor's license. Ms. Zhang said that the work in the bathroom was performed by a contractor and the replacement of the flooring was done by a contractor, as was the removal of the exterior wall.

Ms. Zhang also said that she will send a contractor to open up the wall on the patio side of the Affected Unit to repair it and put in insulation in order to address the mold in the children's room.

Ms. Zhang testified that when the flooring was replaced, she relocated Petitioners to a hotel. When the bathroom was remodeled, she said that she would reimburse Petitioners \$200.00 for a hotel room; however, she did not credit them with that amount. She then corrected herself to say that when the flooring was replaced, she promised the \$200.00 relocation fee. She said that she is willing to pay that fee to Petitioners now. Ms. Zhang stated that she would provide relocation for Petitioners if further work is done.

With respect to the laundry room, Ms. Zhang stated that the previous owner rented the washer and dryer, which are small and not commercial-sized machines. She continued to rent them after she purchased the Property. Ms. Zhang admitted that the washer and dryer are "too old," although she does not know how old. She said that she has not raised the price for using the machines even though her property manager urged her to; however, she does not know how much it costs to do a load of laundry on the Property. She said that although the washing machine was out of service for "quite a few months," she believes the loss of use of the washing machine was not a huge reduction in services.

Ms. Zhang said that with respect to the dumpster, people were dumping large items in it. In order to avoid that, she decided to provide a 64-gallon trash can for each rental unit as well as recycling bins. Other tenants complained, so she reinstalled the dumpster. She said that the trash is picked up once a week.

She said with respect to the fence, she did not know about the thefts and that she would put wire on the fence to prevent trespassers from jumping over it. However, the front of the Property and the parking lot are still open to the street, as they have always been.

Concerning the refrigerator, Ms. Zhang said that she was willing to either purchase a supplemental small refrigerator or a larger one for the Petitioners. She said that the kitchen in the Affected Unit is small, and when she bought the new refrigerator, she did not realize that it would be much smaller than the old one.

Ms. Zhang testified that she has tried to be accommodating to Petitioners, dealing directly with them rather than having them go through her property management company, which takes longer to arrange for repairs.

V. EXHIBITS

See Attachment 1 appended to this Decision for a list of Hearing Officer's Exhibits, Petitioners' Exhibits, and Respondent's Exhibits.

VI. ISSUES PRESENTED

- A. Whether an unlawful rent increase was imposed on November 1, 2022 while Ms. Zhang/Respondent was not in substantial compliance with the CSFRA due to failure to register the Property with the Rent Stabilization Division in 2021 and 2022.
- B. Whether Ms. Zhang/Respondent failed to maintain habitable premises pursuant to CSFRA Section 1710(b), including violations of governing health and safety and building codes such as Civil Code Sections 1941.1 et seq. and Health and Safety Code Section 17920.3 and 17920.10, based on the following conditions: (a) dampness and mold in the bedrooms, living room, kitchen, and bathroom; (b) a moldy and worn carpet; (c) broken closet doors; (d) a broken refrigerator replaced with a smaller refrigerator; (e) a chipped tile floor in the bathroom; (f) peeling paint in the bathroom; (g) cracks on the walls; (h) a leak under the sink in the kitchen; and (i) patched walls.
- C. Whether Ms. Zhang/Respondent decreased Housing Services pursuant to CSFRA Section 1710(c), based on the following conditions: (a) no access to laundry facilities; (b) inadequate trash containers; (c) a replacement fence in the parking lot that enabled trespassing.

VII. FINDINGS OF FACT SUPPORTING THIS DECISION AND DISCUSSION

Findings of Fact

1. Petitioners occupied the Affected Unit on September 14, 2017, pursuant to a Contract for the Rental of Residential Property (the “Lease”). Petitioners and their three minor children are listed as occupants of the Property.
2. The Affected Unit is located in an apartment complex consisting of a total of six rental units (the “Property”). The Property is currently owned by Alpine Investor Group, LLC (“Respondent” or “Landlord”). Wenge Zhang, also known as Linda Zhang (“Ms. Zhang”), is the managing member. The Property is managed by Legacy Property Group (“Property Manager” or “property management”); however, Ms. Zhang also performs some day-to-day duties regarding the Property. Ms. Zhang hired Property Manager in the fall of 2022, on or before September 27, 2022.
3. Ms. Zhang testified that she acquired the Property on June 18, 2022, although she did not produce documentary proof of that transaction. Records from the Santa Clara County Assessor’s Office indicate that the Property was transferred on June 22, 2022.² According to records of the California Secretary of State, Alpine Investor Group, LLC was formed on September 23, 2023.³ No evidence was presented as to when title to the Property was transferred to Alpine Investor Group.
4. The Affected Unit has two bedrooms and one bathroom. The children’s bedroom faces the rear patio, and the other bedroom faces the parking lot and street.
5. The initial rent for the Affected Unit was \$2,350.00. The rent was increased by the prior owner to \$2,434.00 effective September 1, 2018 and to \$2,519.87 effective September 1, 2019. On September 27, 2022, Property Manager sent Petitioners a notice of rent increase to \$2,645.86 effective November 1, 2022. The rent was increased again effective November 1, 2023, to \$2,778.15.
6. Effective November 1, 2023, a monthly charge of \$72.50 was added to the total amount to be paid by Petitioners. According to the Tenant Rent Ledger and Ms. Zhang’s testimony, the charge was for a Latchel fee,⁴ renter’s insurance, and an administrative fee. The

² See <https://www.sccassessor.org/index.php/all-situs-search?SFrom=all&SType=rp&STab=apn&apnValue=16010013%20%20&guid=9ffdf621-2d71-4bd1-ad8e-1f1a14a25aa3>

³ See <https://bizfileonline.sos.ca.gov/search/business>

⁴ See footnote 1, above, for explanation of the Latchel fee.

monthly charge was increased to \$78.00 on August 1, 2025 and reduced to \$60.00 on October 1, 2025.

7. While Ms. Zhang testified that Petitioners did not pay the additional monthly charge, the Tenant Rent Ledger reflects a zero balance as of April 12, 2024, indicating that the charge was paid through that date. As of November 6, 2025, the Tenant Rent Ledger reflects a balance due of \$1,613.50 due to unpaid monthly charges and late fees in the amount of \$125.00 imposed in October and November 2025.

8. According to the Rent Stabilization Division Community Portal (the “Portal”), the Property was not registered with the Rent Stabilization Division in 2021 and 2022. Respondent testified that property management registered the Property, but no concrete evidence was submitted to refute the information on the Portal.

9. Ms. Zhang testified that she performed due diligence before she purchased the Property, which included inspecting the exterior common areas and the interiors of all rental units. She admitted that the Property was in bad condition when she purchased it.

10. Ms. Zhang also stipulated during her testimony that Petitioners’ characterization of the time frame for repairs of the various conditions in the Affected Unit and the common area was accurate.

11. Ms. Zamora first informed Ms. Zhang of mold in the Affected Unit by a text message of February 9, 2023 which attached a video and a photograph. The text said that the Affected Unit had mold generally throughout and that it was especially bad in the children’s bedroom. Ms. Zamora followed up with another text message to Ms. Zhang on February 13, 2023, inquiring when she would deal with the mold. She attached more photographs to the message. Ms. Zhang responded, “We will get that fixed ASAP.”

12. On February 14, 2023, Ms. Zhang sent a contractor to the Affected Unit, who opened a portion of one wall in the children’s bedroom to see if the interior framing was damp. He said that he did not find anything wrong, and he closed up the wall and patched the hole. He did not repaint the entire wall. Petitioners submitted photographs of the patched wall.

13. Concerning the other bedroom, which faces onto the driveway and street, Ms. Zamora testified credibly that Ms. Zhang’s contractor cleaned the walls when he came on February 14, 2023; however, the mold returned during the rainy season.

14. With respect to the kitchen, the contractor that Ms. Zhang sent on February 14, 2023 cleaned the walls, but Ms. Zamora testified credibly that the mold returned during the rainy season. The kitchen is on the side of the Affected Unit that faces out onto the patio, like the children’s bedroom.

15. On February 23, 2023, Ms. Zamora sent a letter to Ms. Zhang referring to an earlier conversation in which Ms. Zamora had discussed the mold on the walls and requested that the carpet be replaced due to mold. She reiterated that her children suffered from asthma and were adversely affected by mold in the Affected Unit and by the carpet's condition. She also produced a doctor's note dated February 14, 2023, which indicated that one of her children has asthma and that mold can aggravate his condition. On February 20, 2024, Ms. Zamora sent a text to Ms. Zhang reminding her that the carpet still needed to be removed due to the children's allergies. Ms. Zhang responded that they would install the flooring soon. The carpet was replaced with vinyl flooring on April 17, 2024. On that date, Ms. Zamora texted Ms. Zhang asking for relocation to a hotel room while the flooring was installed.

16. Ms. Zamora also reminded Ms. Zhang in a text message of April 17, 2024 that there was still mold in the Affected Unit, which she had been cleaning off of the walls. She suggested that since she had moved their possessions to prepare for the carpet to be replaced, this would provide an opportunity for Respondent to remediate the mold and "prevent further damage in the unit." Shortly thereafter, Ms. Zhang had a contractor remove the exterior wall on the side of the Affected Unit that faces the driveway and street. He discovered that the wood framing was damp. Petitioners submitted a photograph dated April 23, 2024 showing dry rot in the wood framing and wet, discolored, and torn insulation. The contractor subsequently repaired the rotted wood and installed new insulation. Ms. Zamora testified that the mold has not reappeared in the bedroom which is adjacent to that wall.

17. Ms. Zamora also testified that after the repair of the exterior wall, the mold that had appeared in the living room since February 9, 2023 was no longer an issue.

18. No exterior work was performed on the other side of the Affected Unit, i.e., the side facing the patio. Ms. Zamora testified credibly that the mold in the children's room continued to reappear during the rainy season and that she told Ms. Zhang verbally that the mold was still an issue in the children's bedroom. Ms. Zamora sent another text message on April 24, 2024 reminding Ms. Zhang that the children's bedroom still had a problem with mold. Ms. Zamora sent an additional text message to Ms. Zhang on March 31, 2025 reminding her once again that the kitchen and the children's bedroom still had mold. She attached a video to the text message.

19. Ms. Zamora testified that the mold in the kitchen and the children's bedroom had not been remediated as of the time of the Hearing.

20. Ms. Zamora testified credibly that Petitioners first notified Ms. Zhang about mold in the bathroom on December 2, 2022, and she presented a text message that listed the

bathroom as needing attention. According to the text exchange and Petitioners' testimony, Ms. Zhang sent her handyman, [REDACTED], who cleaned the mold off the walls, painted the walls, put new grout on the cracked areas in the shower tile, and replaced broken and missing floor tiles. Ms. Zamora testified credibly that mold continued to appear in the bathroom and that the text message she sent to Ms. Zhang on April 17, 2024 urged her to address the mold in the entire Affected Unit, including the bathroom. On April 13, 2025, Ms. Zamora sent a text message to Ms. Zhang with a photograph showing that the shower faucet was broken. Ms. Zhang responded that the shower needed to be replaced. Ms. Zhang also sent a text on April 23, 2025 indicating that she would pay a relocation fee of \$200.00. Ms. Zamora sent a text message to Ms. Zhang on April 23, 2025 showing her a video of the remodeled bathroom.

21. Ms. Zhang testified that it took a long time to remediate the mold issues in the Affected Unit because she could not figure out where the mold was coming from. She also said that she did not have the funds to do the repairs immediately and that it took a while to find contractors. Ms. Zheng testified that she did not hire a contractor who specialized in mold remediation, nor did she have the Affected Unit tested for mold because she was concerned about the cost. She said that the remodeling of the bathroom, the replacement of the flooring, and the removal of the exterior wall were performed by licensed contractors. All other work was performed by [REDACTED]; she did not know if he had a contractor's license.

22. Mr. Robles notified [REDACTED] by text message of August 17, 2023 that there was a leak under the kitchen sink. [REDACTED] came immediately and cleaned the damaged area under the sink, put a piece of wood over that area, and painted under the sink. He did not open up the wood under the sink to investigate the extent of the damage.

23. Ms. Zamora testified that the closet doors in both bedrooms have been broken since December 2022 and that she had requested verbally that they be repaired. According to text messages sent between Ms. Zamora and Ms. Zhang on December 2, 2022 and December 3, 2022, Ms. Zhang told Ms. Zamora that she would remove the doors and put up curtains, which was not done. When the carpet was replaced on April 17, 2024, the closet doors were removed. As of the time of the Hearing, they had not been replaced. Ms. Zhang testified that it is taking a long time to replace the closet doors because of the expense of installing doors that are the same size as the former doors. She said she will either have to spend approximately \$5,000.00 to \$6,000.00 or have [REDACTED] add drywall to reduce the height of the area where the doors will be installed.

24. Ms. Zamora notified Ms. Zhang by text message on April 19, 2024 that the refrigerator had stopped working. Ms. Zhang replaced it the next day; however, she did not measure the

old refrigerator and therefore she delivered a refrigerator that was smaller than the former refrigerator. Mr. Robles testified that the new refrigerator was six to eight inches shorter in height and eight to ten inches narrower in width. Ms. Zamora notified Ms. Zhang, who suggested that Petitioners could purchase their own refrigerator and remove it when they vacated the Affected Unit.

25. Ms. Zamora complained to ██████ in 2022 that the washing machine was not working. She subsequently texted Ms. Zhang about it on October 18, 2022. Petitioners submitted a text message exchange with ██████ on February 8, 2025 informing him that the washing machine was still broken. The washing machine was repaired on April 3, 2025. Ms. Zhang stipulated that the washer and dryer are old and that the washer was out of service for “quite a few months.”

26. Mr. Robles testified credibly that while the washing machine was out of order, Petitioners used a laundromat at the intersection of Middlefield Road and Whisman Road. He said that the cost to do a load using a large washing machine is \$9.00 and that they do three or four loads a week. Neither Petitioners nor Ms. Zhang were knowledgeable about the cost of doing laundry on the Property.

27. The large dumpster on the Property was replaced by individual 64-gallon trash cans for each unit on or about October 18, 2022. On October 18, 2022, Mr. Robles sent a text to Ms. Zhang informing her that the individual cans would not be sufficient. She responded that tenants needed to recycle more. Mr. Robles testified that the individual can was not large enough for his family, even when they were careful about recycling. After additional tenants complained, the dumpster was replaced four or five months later. The trash is picked up once a week.

28. Petitioners testified that the replacement of the fence around the parking lot with a shorter fence has resulted in thefts of their property and the dumping of trash by trespassers. Ms. Zamora testified credibly that she told ██████ about the problems caused by the shorter fence and shortly thereafter, a stronger light was installed in the parking lot. Ms. Zhang testified that she was unaware of thefts on the Property and that other than the fence on one side, the Property is open to the public.

Discussion

A. Burden of Proof

Petitioners bear the burden of proving the claims raised in this case by a preponderance of the evidence.

Pursuant to CSFRA Section 1711(h), “[n]o Petition for Individual Rent Adjustment, whether upward or downward, shall be granted unless supported by the preponderance of the evidence submitted prior to and at the hearing...” CSFRA Regulations Chapter 5, Section G.3. states that “[n]o individual claims shall be approved by a Hearing Officer unless supported by the preponderance of the evidence in the hearing record.”

CSFRA Regulations Chapter 5, Section.G.2. provides that “Tenants have the burden of proving the existence of housing service reductions, Code violations, violations of the CSFRA (including the demand for or retention of unlawful rents), or any claims raised in a Rent Decrease Petition.”

B. Ownership of the Property

While Ms. Zhang and Respondent were requested by the Hearing Officer in a Prehearing Order of September 25, 2025 to submit documentary evidence proving when Ms. Zhang purchased the Property, they did not do so. Therefore, the Hearing Officer has had to piece together information about the purchase of the Property from public records of which she takes judicial notice. Additionally, no documentary evidence was submitted regarding the relationship between Ms. Zhang and Respondent, so once again, the Hearing Officer has taken judicial notice of pertinent public records. These records indicate that ownership of the Property was transferred on June 22, 2022 and that the entity of which Respondent is comprised was formed on September 23, 2023. No evidence was submitted as to whether Respondent after its formation assumed all of Ms. Zhang’s liability with respect to the Property. Therefore, the Hearing Officer will assume that Ms. Zhang and Respondent at all times had joint liability as owners of the Property. The discussion which ensues will reflect that assumption.

C. Substantial Compliance -- Failure to Register

The Petition A alleges that Ms. Zhang and/or Respondent were not in substantial compliance with the CSFRA because the Property was not registered in 2021 and 2022. Petitioners assert that as a result of being out of compliance, Ms. Zhang and/or Respondent unlawfully demanded and collected a rent increase for the Affected Unit effective November 1, 2022. Ms. Zhang argued that (a) her property management company registered the Property in 2022 and (b) neither she nor Respondent should be liable for the prior owner’s failure to register.

CSFRA Section 1707(f) states, “[n]o Rent Increase shall be effective if the Landlord: (1) Has failed to substantially comply with all provisions of this Article and all rules and regulations promulgated by the Committee...”

CSFRA Regulations Ch. 11, section B. states that “[a] Landlord must register every Covered Rental Unit annually by January 31 of each year. Registration is complete only when all information required in the RHC [Rental Housing Committee, hereinafter, “RHC”] online registration database or pursuant to the RHC registration forms has been provided to the RHC.” Chapter 11, Section F states that “[f]ailure to complete the registration process for all Covered Units shall be deemed to be substantial noncompliance with the CSFRA.”

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

CSFRA Regulations, Chapter 12, Table 1 enumerates in part the following requirement for substantial compliance: “4. Landlord has registered the property with the Rent Stabilization Program.”

The weight of the evidence shows that the Property was not registered in 2021 and 2022. Ms. Zhang in her testimony admitted that the prior owner did not register the Property in either 2021 or 2022. She said that Property Manager registered the Property after Ms. Zhang engaged them in either late 2022 or early 2023. It appears that Ms. Zhang hired Property Manager on or before September 27, 2022, the date on which Property Manager sent out a rent increase notice to Petitioners. While Ms. Zhang believes that Property Manager registered the Property in 2022, the Rent Stabilization Community Portal indicates that the Property was not registered in either 2021 or 2022. No evidence was submitted by Ms. Zhang or Respondent to establish that the information in the Portal is incorrect. Therefore, it is reasonable to conclude that the Property was not registered in either 2021 or 2022.

Ms. Zhang argued at the Hearing that she and Respondent should not be liable for the acts of the prior owner. The CSFRA imposes its registration provisions upon *Landlords*, stating in Regulations Ch. 11, section B. that “[a] **Landlord** must register every Covered Rental Unit annually by January 31 of each year;” in Section 1707(f) that “[n]o Rent Increase shall be effective if the **Landlord**: (1) Has failed to substantially comply with all provisions of this Article and all rules and regulations promulgated by the Committee...;” and in Regulations, Chapter 12, Table 1, that a Property is not in substantial compliance with the CSFRA unless “4. **Landlord** has registered the property with the Rent Stabilization Program.” (*Emphasis added.*) CSFRA Section 1702(j) defines “Landlord” as “**An owner**, lessor, sublessor or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or an agent, representative, predecessor, **or successor of any of the foregoing.**” (*Emphasis*

added.) Thus, the language of the CSFRA indicates that a successor owner steps into the shoes of a prior owner. By her own admission, Ms. Zhang and Respondent are successors to the prior owner. Therefore, under the language of the CSFRA, they bear responsibility for the unlawful acts of their predecessor.

Additionally, California law supports imposing liability for the acts of a prior owner. Under California law, a new owner is liable for unlawful rent collected by a previous owner when the local rent stabilization ordinance imposes successor liability. *Baychester Shopping Ctr., Inc. v. San Francisco Residential Rent Stabilization & Arbitration Bd.*, 165 Cal.App.4th 1000 (2008) (interpreting San Francisco Residential Rent Stabilization and Arbitration Ordinance §§37.2, 37.8(e)(7)). In *Baychester*, the appellate court interpreted language in the San Francisco rent ordinance that was substantially similar to CSFRA Section 1702(j) as conferring liability upon a successor owner. The court held that “Under the plain language of the rent ordinance, it is clear that the [Rent] Board properly found Baychester liable. As a successor in interest to [the prior owner], Baychester was liable for rent increases [imposed by the prior owner] exceeding the limitations published by the Board.” *Id.* at 1005. The court’s reasoning is equally apposite in assessing liability to a successor owner when a prior owner fails to register. If a prior owner engages in an action which causes unlawful rent to be imposed, whether by the prior or successor owner, and the rent ordinance imposes successor liability, it stands to reason that the successor owner is liable. Since the plain language of the CSFRA imposes successor liability, and Section 1707(f) provides that a rent increase imposed while a Landlord is out of compliance with the CSFRA is unlawful, under California law and the CSFRA, Ms. Zhang and Respondent as successor owners are liable for unlawful rent charged due to failure to register the Property.

Finally, with respect to the failure to register in 2022, Ms. Zhang acquired the Property in June 2022, was required to file a registration amendment within 30 days of the change in ownership (see CSFRA Regulations Ch. 11.B.4), and had ample time to register prior to the end of the year, but no evidence was presented that she did so. Therefore, Ms. Zhang and Respondent are *directly* liable for failure to register for 2022, not just as successors to the prior owner.

For the foregoing reasons, Ms. Zhang and Respondent were out of compliance with the CSFRA due to failure to register in 2021 and 2022, and therefore, the rent increase imposed on November 1, 2022 was unlawful. The increase from \$2,519.87 to \$2,645.86 is nullified; the rent is rolled back to \$2,519.87; and Respondent and Ms. Zhang must refund to Petitioners unlawful rent charged due to the November 1, 2022 increase. Since the rent should not have been increased to \$2,645.86 but should have remained at \$2,519.87, the subsequent increase to \$2,778.15 effective November 1, 2023 must also be nullified

because it would constitute a 10.2 percent increase above \$2,519.87, which is well above the five percent Annual General Adjustment authorized by the RHC for 2023.⁵ Therefore, Ms. Zhang and Respondent must refund to Petitioners all amounts over \$2,519.87 collected for rent commencing on November 1, 2022 and going forward.

Table 1 in Section VII. D, below, sets forth the refund owed to Petitioners from November 1, 2022 through November 6, 2025 due to failure to register.⁶ Respondent and Ms. Zhang shall also be required to refund all amounts above the lawful rent of \$2,519.87 collected after November 6, 2025.

D. Unlawful Rent – Additional Monthly Charges

CSFRA Section 1710(d) provides: “If a Landlord demands or retains Rent in excess of the lawful Rent pursuant to this Article, a Tenant may file a Petition to adjust the Rent to its lawful level.” The Petition A alleges that a fee of \$72.50 charged to Petitioners commencing on November 1, 2023 constituted unlawful rent.

CSFRA Section 1706(b) provides that “[n]o Landlord shall increase Rent for a Covered Rental Unit except as authorized by this Article. Rent increases shall be limited to those imposed pursuant to Section 1707 (Annual General Adjustment)...” Section 1707(a) of the CSFRA states that “[n]o later than June 30th each year, the [Rental Housing] Committee shall announce the amount of the Annual General Adjustment, which shall be effective as of September 1st of that year. The Annual General Adjustment is the percentage by which the Rent for existing tenancies in Covered Rental Units may be increased each year...”

CSFRA Section 1707(b) states “No more than one Rent increase per twelve-month period may be imposed on a Tenant.” CSFRA Section 1707(c) states that “[a]llowable Rent increases pursuant to the Annual General Adjustment shall become effective only after the Landlord provides written notice to the Tenant in the manner prescribed by law, with at least thirty (30) days’ advance written notice.”

CSFRA Section 1707(f) states in part: “No Rent increase shall be effective if the Landlord: (1) Has failed to substantially comply with all provisions of this Article and all rules and regulations promulgated by the [Rental Housing] Committee...” Pursuant to CSFRA Regulations Ch. 12. B., Table 1.2, a Landlord who fails to increase Rent in conformity with the requirements of the CSFRA is not in substantial compliance with the CSFRA.

CSFRA Section 1702(p) and CSFRA Regulations, Chapter 2.t define “Rent” as “All periodic payments and all nonmonetary consideration including, but not limited to, the fair market

⁵ See <https://www.mountainview.gov/our-city/departments/housing/rent-stabilization/rent-and-allowed-rent-increases>; CSFRA Sections 1706(b), 1707(a).

⁶ In addition, it sets forth unlawful rent to be refunded for the reasons discussed in Section VII. D.

value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement concerning the use or occupancy of a Rental Unit and premises and attendant Housing Services, including all payment and consideration demanded or paid for parking, Utility Charges, pets, furniture, and/or subletting.”

The question that arises here is whether the \$72.50 charge for the Latchel fee, tenant rental insurance, and an administrative fee constitutes rent, and, if so, whether that charge violates CSFRA Section 1706 and/or Section 1707 and the regulations promulgated by the RHC.

The \$72.50 monthly fee should be treated as rent because it is a payment which accrues to the benefit of the Landlord and concerns the use or occupancy of a Rental Unit. It is analogous to a fee for parking or pets, which is considered Rent under CSFRA Section 1702(p). The Lease does not address the payment of the \$72.50 monthly fee enumerated in the Rent Ledger. Therefore, this fee was not included in the Lease at the commencement of the tenancy. A new payment of Rent imposed after the commencement of a tenancy is not included in the monthly rent and is considered an increase in rent. The \$72.50 fee qualifies as rent that was charged after the initial rent was set by the Lease and constitutes an increase in rent.

The \$72.50 fee was imposed commencing on November 1, 2023 and monthly thereafter. Respondent imposed a five percent increase in rent as of November 1, 2023, increasing the premises rent from \$2,645.86 to \$2,778.15, in addition to adding on the \$72.50 fee. Including the \$72.50 fee, the total rent increase was \$204.79, amounting to 7.7 percent. The permissible AGA for 2023 was five percent,⁷ and Respondent charged 2.7 percent more than the permissible amount. Therefore, the \$72.50 fee constitutes unlawful rent. Additionally, Respondent failed to provide notice of the \$72.50 fee as a rent increase as required by CSFRA Section 1707(c) and CSFRA Regulations Ch. 12.B, Table 1.2. And since Respondent noticed a rent increase and then imposed the \$72.50 increase thereafter, Respondent demanded two rent increases within a 12-month period in contravention of CSFRA Section 1707(b). Therefore, under CSFRA Section 1707(f) and CSFRA Regulations Ch. 12, Section B, Respondent was not in compliance with the CSFRA when they issued the \$72.50 rent increase, and the fee is therefore invalid.

For the foregoing reasons, Petitioners have met their burden of proof that the \$72.50 fee constituted unlawful rent. During her testimony at the Hearing, Ms. Zhang stated that Petitioners had not paid the additional rent of \$72.50 per month. According to the Tenant

⁷ See, <https://www.mountainview.gov/our-city/departments/housing/rent-stabilization/rent-and-allowed-rent-increases>

Rent Ledger, there was a zero balance as of April 17, 2024, indicating that Petitioners had paid the additional rent through that date.

It appears from the Tenant Rent Ledger that the \$72.50 in additional rent was raised to \$78.00 as of August 1, 2025 and then reduced to \$60.00 in October 2025. Because the \$72.50 was never properly imposed as a rent increase, continuing to charge any amounts for the various fees listed in the Tenant Rent Ledger, whether more or less than the original \$72.50, is unlawful. It also appears from the Tenant Rent Ledger that Petitioners did not pay the additional rent between April 17, 2024 and the date of the Hearing.

With respect to the unlawful monthly rent charges of \$72.50, \$78.00, and \$60.00 for a Latchel fee, renter's insurance, and an administrative fee, Respondent and Ms. Zhang shall cease charging Petitioners these amounts and shall refund all amounts paid by Petitioners for these additional rent charges. In the future, Respondent and Ms. Zhang must impose rent increases only as dictated by the appropriate provisions of the CSFRA and the regulations promulgated thereunder.

Table 1, below, shows all rent refunds owed by Respondent/Ms. Zhang to Petitioners due to noncompliance with the CSFRA for failure to register and for the charging of unlawful rent for the period between November 1, 2022 through November 6, 2025. Respondent shall also be required to refund all amounts above the lawful rent of \$2,519.87 collected after November 6, 2025.

Table 1

Date	Rent Charged by Landlord ⁸	Rent Paid to Landlord ⁹	Lawful Rent	Payments in Excess of Lawful Rent
Nov-22	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99
Dec-22	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99
Jan-23	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99
Feb-23	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99
Mar-23	\$2,645.86	\$2,350.00	\$2,519.87	(\$169.87)
Apr-23	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99
May-23	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99
Jun-23	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99
Jul-23	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99

⁸ Rent charge by the Landlord includes premises rent and additional rent payments charged commencing November 1, 2023.

⁹ Rent paid to the Landlord includes premises rent and additional rent payments charged commencing November 1, 2023.

Aug-23	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99
Sep-23	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99
Oct-23	\$2,645.86	\$2,645.86	\$2,519.87	\$125.99
Nov-23	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Dec-23	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Jan-24	\$2,850.65	\$2,645.86	\$2,519.87	\$125.99
Feb-24	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Mar-24	\$2,850.65	\$0.00	\$2,519.87	(\$2,519.87)
Apr-24	\$2,850.65	\$6,544.45	\$2,519.87	\$4,024.58
May-24	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Jun-24	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Jul-24	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Aug-24	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Sep-24	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Oct-24	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Nov-24	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Dec-24	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Jan-25	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Feb-25	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Mar-25	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Apr-25	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
May-25	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Jun-25	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Jul-25	\$2,850.65	\$2,778.15	\$2,519.87	\$258.28
Aug-25	\$2,856.15	\$2,778.15	\$2,519.87	\$258.28
Sep-25	\$2,856.15	\$2,778.15	\$2,519.87	\$258.28
Oct-25	\$2,838.15	\$2,778.15	\$2,519.87	\$258.28
Nov-25 ¹⁰	\$2,838.15	\$2,778.15	\$2,519.87	\$258.28
Totals	\$103,002.57	\$101,764.07	\$93,235.19	\$8,528.88

It is also noted that according to the Tenant Rent Ledger, Respondent began charging a late fee of \$125.00 as of October 6, 2025 so that Petitioners were charged late fees for rent that was posted on October 6, 2025 and November 4, 2025. It is not clear what the late fees are for. If they are for the nonpayment of Latchel fees and associated additional fees, then the

¹⁰ This row lists amounts collected through November 6, 2025, which is the last entry date in the Tenant Rent Ledger submitted by Petitioners.

late fees must be voided and refunded because the collection of the Latchel and other fees was unlawful.¹¹

E. Habitability

CSFRA Section 1710(b) states the following:

“(1) Failure to maintain a Rental Unit in compliance with governing health and safety and building codes, including but not limited to Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10, constitutes an increase in Rent. A Tenant may file a Petition with the Committee to adjust the Rent downward based on a loss in rental value attributable to the Landlord’s failure to maintain the Rental Unit in habitable condition.

(2) A Tenant Petition filed pursuant to this Subsection must specify the conditions alleged to constitute the failure to maintain the Rental Unit in habitable condition and demonstrate that the Landlord was provided with reasonable notice and opportunity to correct the conditions that form the basis for the Petition.”

CSFRA Regulations, Chapter 4.E.6. states that “[t]he Tenant must demonstrate that the landlord was provided with reasonable notice (by providing proof of written notice) and opportunity to correct the conditions that form the basis of this Petition.” While CSFRA Regulations Ch. 4.E.6 appears to require evidence of written notice, CSFRA Sections 1710(b)(2) and 1710(c) state that the Petition must “demonstrate that the Landlord was provided with reasonable notice and an opportunity to correct the conditions that form the basis for the Petition.” There is no mention of written notice in the governing law; the only requirement is that notice must be reasonable. Section 1709(d) of the CSFRA, setting forth the powers and duties of the RHC, states that the RHC may “(2) Establish rules and regulations for administration and enforcement of this Article.” It does not grant to the RHC

¹¹ The Lease provides that rent is due on the first day of each month and that the late fee is \$125.00. Paragraphs 2 and 3 of the Lease provide for a grace period of four days, to the fifth day of the month. According to the Tenant Rent Ledger, there were no late fees charged prior to October 2025, and all prior rent payments were generally posted between the 5th and 8th of each month. If the late fees were imposed for a reason other than nonpayment of Latchel and associated fees, the validity of late fees under the Lease provisions or under laws of estoppel is outside the scope of the Hearing Officer’s jurisdiction; however, Petitioners may seek to pursue this issue in another forum. Additionally, the issue of whether Ms.Zhang/Respondent intended to harass or retaliate against Petitioners by suddenly charging late fees after the Petition had been filed and shortly before the Hearing date, after failing to charge late fees for over three years, is outside the jurisdiction of the Hearing Officer. However, Petitioners may also seek to address this issue in another forum pursuant to CSFRA Section 1714, CSFRA Regulations Ch. 14, and state law.

the power to amend the CSFRA. Therefore, Regulation Ch. 4.E.6 misstates the CSFRA insofar as it requires written notice of habitability issues. Additionally, CSFRA Regulations Ch. 5.E.4 states that “[t]he Hearing Officer shall consider any relevant evidence if it is the sort of evidence which a reasonable person might consider in the conduct of serious affairs.” Verbal notice to a Landlord may be considered reasonable in the course of dealing between a Landlord and Tenant, and therefore credible evidence of verbal notice may be considered relevant evidence under Regulations Ch. 5. E.4.

(i) Moisture and Mold

Petitioners have met their burden of proof that moisture and mold in the Affected Unit resulted from Ms. Zhang’s and Respondents’ failure to maintain the Affected Unit in a habitable condition. The moisture problem included: dampness and mold in the bedrooms, living room, kitchen and bathroom; peeling paint and cracks in the walls; and a moldy carpet.

California Civil Code Section 1941 states that “the lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable...”

California Civil Code Section 1941.1 states that “(a) A dwelling shall be deemed untenable for purposes of Section 1941 if it substantially lacks any of the following affirmative standard characteristics or is a residential unit described in Section 17920.3 ... of the Health and Safety Code: (1) Effective waterproofing and weather protection of roof and exterior walls ...”

California Health and Safety Code Section 17920.3 states that any building “in which there exists any of the following listed conditions to an extent that endangers the...health, property, safety, or welfare of the occupants of the building... shall be deemed and hereby is declared to be a substandard building: (a)...(11) dampness of habitable rooms...(14) ...improper maintenance...(g) Faulty weather protection, which shall include, but not be limited to, the following:

- (1) Deteriorated, crumbling, or loose plaster.
- (2) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors.
- (3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.

(4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.”

Additionally, International Property Maintenance Code Section 305.1 states that “[t]he interior of a structure...shall be maintained in good repair and...in a sanitary condition.” Section 305.3 says that “[i]nterior surfaces, including windows..., shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood or other defective surface conditions shall be corrected.”

California Building Code Sections 1402.2 and 1403.2, which address the required application of a waterproof barrier behind the external veneer of a building, can be summarized as requiring that all exterior surfaces of a building be weather resistant.

Petitioners provided convincing evidence of mold caused by humidity throughout the Affected Unit commencing on February 9, 2023 as to the bedrooms, living room, and kitchen and commencing on December 2, 2022 with respect to the bathroom. They also provided convincing evidence of mold on the carpet in the children’s bedroom commencing as of February 23, 2023. Petitioners submitted numerous photographs of the walls of the Affected Unit which were cracking and discolored with mold and of curtains and mattresses that had been ruined by mold, and they provided text messages which notified Ms. Zhang of the presence of mold, to which they attached photographs and videos. They also provided a text message from Ms. Zhang on February 13, 2023 in which she promised to “get [the mold] fixed ASAP.”

With respect to the children’s bedroom, which Ms. Zamora told Ms. Zhang was her primary concern, a contractor opened the interior wall on February 14, 2023, determined that the interior framing was not damp, and closed up and patched the hole. The wall was left with a patch of paint on it and was not fully repainted, as evidenced by photographs. As of the time of the Hearing, nothing had been done to remediate mold in the children’s bedroom.

Petitioners presented evidence that on February 23, 2023 Ms. Zamora sent a letter requesting that the carpet be replaced due to mold, which was a follow up to a conversation that she had had with Ms. Zhang a few days before, that she continued to discuss this problem with Ms. Zhang and that she sent a follow-up text message on February 20, 2024. The flooring was not replaced until April 17, 2024, over a year after Ms. Zamora initially requested that Ms. Zhang address the mold on the carpet.

With respect to the other bedroom, the contractor cleaned the walls on February 14, 2023, and the mold returned each time it rained. Ms. Zamora testified credibly that she kept telling Ms. Zhang verbally that the mold was a problem as well as reminding her in the letter of February 23, 2023 and by a text message of April 17, 2024. She suggested to Ms. Zhang

at that time that since she was replacing the flooring, perhaps it would be a good time to address the mold all over the Affected Unit to “prevent further damage in the unit.” Only then did Ms. Zhang have a contractor remove the external siding on one side of the Affected Unit, which revealed damp, rotten wood framing and wet insulation.

Even after discovering the improper waterproofing on one side of the Affected Unit, no work was done on the exterior of the other side of the Affected Unit, the side on which the children’s bedroom and kitchen are located. Ms. Zamora continued to inform Ms. Zhang that the mold problem persisted in those rooms. She sent the February 23, 2023 letter and a text message about the children’s room on April 24, 2024, expressing perplexity as to why they only repaired one exterior wall and not the other. She sent yet another text message on March 31, 2025, reminding Ms. Zhang that the kitchen and children’s bedroom still had mold, and she attached a video to the message.

With respect to the bathroom, Petitioners submitted photographs of peeling paint and cracking walls as well as mold on the grout of the shower tiles. According to text messages between Petitioners and Ms. Zhang, on or about December 2, 2022, [REDACTED] addressed the mold by cleaning it off the walls and painting the walls, as well as repairing cracked grout and replacing broken and missing floor tiles. Ms. Zamora testified credibly that despite [REDACTED] efforts, mold continued to reappear in the bathroom. The bathroom was not repaired until April 23, 2025.

Ms. Zhang did not contest the presence of mold, nor did she contest the time frame that Petitioners set out in the Petition B and in their testimony. Ms. Zhang testified that she neither hired a contractor who specialized in mold remediation nor a specialist in mold testing because it would be too expensive. She also stated that she did not address the issues in the Affected Unit immediately because she did not have the funds to do all the repairs. While it cannot be said that Ms. Zhang was acting in bad faith, it is her responsibility to maintain habitable rental units for all of her tenants, and regardless of whether she made a bad or unfortunate business decision in purchasing this Property, she is not absolved of that responsibility. Rather than avoiding resolving the habitability issues, she could have invested the capital to make the repairs promptly and then filed a Petition for an Upward Adjustment of Rent pursuant to CSFRA Section 1710(a).

The presence of dampness and mold in the Affected Unit for years due to ineffective weather protection from deteriorated exterior walls violates California Civil Code Section 1941.1(a)(1) as well as California Health and Safety Code Section 17920.3 (a)(11) and (g). Additionally, Ms. Zhang’s and Respondent’s failure to address the issue properly by hiring contractors knowledgeable about mold remediation falls within the category of improper maintenance set forth in California Health and Safety Code Section 17920.3(a)(14),

because the mold was something that should have been addressed properly from the beginning but was instead addressed superficially (as in cleaning the walls rather than investigating the cause) or not at all. Ms. Zhang testified that she spent a long time trying to determine the cause of the mold; however, no convincing evidence was presented that she addressed this search for the cause with any sense of urgency or by hiring contractors with proper expertise. Ms. Zhang had ample notice of the recurring problem and many months longer than were necessary to address it, and yet the mold issue in the children's bedroom and the kitchen are not resolved.

For the foregoing reasons, pursuant to CSFRA Section 1710(b), Petitioners are entitled to a reduction in rent for the dampness and mold.

(ii) Rent Reduction for Moisture and Mold

The evidence indicates that the mold on the walls of all of the rooms in the Affected Unit, the cracking on the walls, and the mold on the carpet are all related to the dampness due to water intrusion through the exterior walls. Dampness and mold in a rental unit are significant violations of California health and safety laws, and they have a serious impact on the health, welfare, and property of tenants. In this particular case, Petitioners testified and offered a doctor's note indicating that their children suffer from asthma.¹² They also submitted photographs demonstrating that the mold spread to curtains and a mattress, rendering them unusable.

Ms. Zhang was first notified of the mold in the bathroom on December 2, 2022. The bathroom was repaired on April 23, 2025. Ms. Zhang was notified of the mold on the walls of the rest of the Affected Unit on February 9, 2023. One bedroom and the living room were remediated as of April 17, 2024. The children's bedroom and the kitchen have yet to be repaired. Ms. Zhang was notified of the mold on the carpet on February 23, 2023; it was replaced with vinyl flooring on April 17, 2024. Given the seriousness of the condition in the Affected Unit, the repairs should have been completed no later than 30 days after Ms. Zhang received notice.

Rent reductions for unsafe or unhealthy conditions are generally determined in one of two ways: calculating the difference between the fair rental value of the Affected Unit if it had been as warranted and the fair rental value of the Affected Unit as it is currently with the existing conditions, or by a percentage reduction in use, which would involve reducing Petitioners' rental obligation by a percentage corresponding to the relative reduction of use

¹² The Centers for Disease Control and the National Institutes of Health list mold and moisture as potentially aggravating asthma, particularly in children. See, <https://newsinhealth.nih.gov/2012/09/household-mold-linked-asthma-children>; <https://www.cdc.gov/mold-health/about/index.html>

of the Affected Unit caused by the unsafe or unhealthy conditions. (See, *Green v. Superior Court*, 10 Cal.3d 616, 638, 639 fn. 24 (1974).) In this particular situation, there has been no expert testimony as to the fair rental value with and without the habitability issues, making the fair rental value methodology difficult to apply. This leaves the percentage reduction in use method.

The Affected Unit has five rooms: two bedrooms, a bathroom, a kitchen and a living room. It also has an outdoor common area and a laundry room used by all the tenants. Dividing the monthly rent among these areas, it is reasonable to allocate 90 percent of a month's rent to the Affected Unit as a whole and 10 percent to the entirety of the common areas. Dividing the 90 percent allocation among five rooms allots 18 percent of the monthly rent to each room in the Affected Unit.¹³

Being exposed to moisture and dampness in the bedrooms, bathroom, kitchen and living room reasonably is worth a rent reduction of 40 percent of the rent for the Affected Unit. Petitioners remained in the Affected Unit; however, they suffered health and property damage that significantly diminished their use and enjoyment of it. In a February 13, 2023 text message, Ms. Zamora informed Ms. Zhang that the children were sleeping in the living room because of the amount of mold in their bedroom, which as of the time of the Hearing had not been addressed. As discussed above, the mold covered a mattress and curtains as well as the walls and carpet.

As discussed above, the Affected Unit is worth 90 percent of the monthly rent.¹⁴ To calculate the rent reduction for moisture and dampness, since each of the five rooms is worth 18 percent of the total monthly rent, and the diminution in value for each room is 40 percent, each room is worth 7.2 percent of the monthly rent.¹⁵

Children's bedroom and kitchen: Ms. Zamora testified that mold appeared in the children's bedroom and the kitchen due to moisture during the rainy months, which are from October 1 through May 31.¹⁶ Therefore, it is reasonable to reduce the rent for only those months. The relevant time period commences 30 days after Ms. Zhang received notice of the mold, March 11, 2023, through the date of the Hearing, October 30, 2025. The amount of reduction for the rainy months is as follows:

¹³ Calculated as $.9/5 = .18$.

¹⁴ Because Petitioners are receiving a rent reduction for unlawful rent, it is necessary to calculate the reduction for habitability on the amount of the rolled back rent, \$2,519.87, to avoid a windfall to Petitioners.

¹⁵ Calculated as $.18 \times .4 = .072$. Another way of looking at this is $((\$2,519.87 \times .9) \times .4)/5/2519.87 = .072$.

¹⁶ See, <https://weatherspark.com/y/614/Average-Weather-in-Mountain-View-California-United-States-Year-Round>.

1. March 11, 2023 through May 31, 2023—two months and 20 days, \$959.83.¹⁷
2. October 1, 2023 through May 31, 2024—seven months, 30 days, \$2,891.19.¹⁸
3. October 1, 2025 through October 30, 2025—29 days, \$339.45.¹⁹

The total rent reduction for the children's bedroom and the kitchen is $\$959.83 + \$2,891.19 + \$339.45 = \$4,190.47$. As discussed below, because the moisture and mold in the children's bedroom and the kitchen have not been addressed, a rent reduction will continue to accrue until repairs are completed.

Other bedroom and living room: The relevant time period is March 11, 2023 through April 17, 2024. Once again, Ms. Zamora testified that the mold appeared during the rainy season, so the diminution in value will be calculated for that time period, as follows:

1. March 11, 2023 through May 31, 2023—two months, 20 days, \$959.83.²⁰
2. October 1, 2023 through April 17, 2024—six months, 16 days, \$2,364.45.²¹

The total amount of rent reduction for the other bedroom and the kitchen is $\$959.83 + \$2,364.45 = \$3,324.28$.

Bathroom: Ms. Zhang was notified of the mold in the bathroom on December 2, 2022. [REDACTED] cleaned and painted shortly thereafter, which at the time was a reasonable repair because Ms. Zhang was not aware of mold in the rest of the Affected Unit until February 9, 2023, at which time Ms. Zamora notified her that the entire Affected Unit suffered from mold. Therefore, the relevant time period commences 30 days after February 9, 2023, which is March 11, 2023 and runs through April 23, 2025, when the bathroom was remodeled, a total of two years, one month, and 12 days. Ms. Zamora did not testify that the mold was limited to the rainy season, so the rent reduction will be applied to the entire time period. The rent reduction for the bathroom is \$4,606.00.²²

Carpet: Given that the carpet was in the bedrooms and living room and given that a rent refund has been calculated for these rooms based on diminution in value to Petitioners during the rainy season, decreasing the value to Petitioners of the carpet in these three rooms during the rainy season would be redundant. However, the mold in the carpet in the children's room could not easily have diminished during the dry season, and no evidence

¹⁷ Calculated as $((\$2,519.87 \times .072) \times 2) + ((\$2,519.87 \times .072)/31 \times 20) \times 2 = \959.82661 .

¹⁸ Calculated as $((\$2,519.87 \times .072) \times 7) + ((\$2,519.87 \times .072)/31 \times 30) \times 2 = \$2,891.18503$.

¹⁹ Calculated as $((\$2,519.87 \times .072)/31 \times 29) \times 2 = \339.45087 .

²⁰ Calculated as $((\$2,519.87 \times .072) \times 2) + ((\$2,519.87 \times .072)/31 \times 20) \times 2 = \959.82661 .

²¹ Calculated as $((\$2,519.87 \times .072) \times 6) + ((\$2,519.87 \times .072)/31 \times 16) \times 2 = \$2,364.45092$.

²² Calculated as $(\$2,519.87 \times .072) \times 25 + ((\$2,519.87 \times .072)/31 \times 12) = \$4,605.99721$.

was presented that successful mold remediation was performed on the carpet once the mold penetrated its surface. Therefore, the value of the carpet in the children's room will be decreased for the dry period in between the rainy months. Ms. Zhang had notice of the mold on the carpet beginning on February 23, 2023, and it was replaced with vinyl tiles on April 17, 2024. Therefore, the relevant time period is June 1, 2023 through September 30, 2023, which constitutes three months and 29 days. Using a reduction of 7.2 percent, the same amount used for each room, is reasonable because the moldy carpet made the room a harmful environment for the children's health. The rent reduction for the carpet totals \$714.02.²³

The total rent reduction for the moisture and mold in the Affected Unit is \$4,190.47 + \$3,324.28 + \$4,606.00 + \$714.02 = \$12,834.77.

(iii) Broken Closet Doors

The closet doors have been broken since December 2, 2022, at which time Ms. Zamora notified Ms. Zhang by text message. Ms. Zhang said that they would remove the doors and replace them with curtains; however, that was not done. The broken doors were ultimately removed at the time that the carpet was replaced, on or about April 17, 2024. Ms. Zhang testified that the doors have not been repaired or replaced because they go up to the ceiling, and it will cost between \$5,000.00 and \$6,000.00 to replace them. Her suggestion was that [REDACTED] would insert dry wall so that the doors could be shorter. Ms. Zhang had notice of the condition of the doors on December 2, 2022 and should have repaired or replaced them within 30 days, which would have been January 1, 2023.

California Health and Safety Code Section 17920.3 states that any building "in which there exists any of the following listed conditions to an extent that endangers the...health, property, safety, or welfare of the occupants of the building... shall be deemed and hereby is declared to be a substandard building: (a)(14) ...improper maintenance..."

International Property Maintenance Code Section 305.1 states that "[t]he interior of a structure...shall be maintained in good repair."

Ms. Zhang allowed broken doors to hang from the closets in both bedrooms from December 2, 2022 through April 17, 2024, then removed them and never replaced them. This failure to address the condition of the doors evidences failure to maintain the Affected Unit in good repair. Therefore, Petitioners are entitled to a rent reduction.

²³Calculated as $((\$2,519.87 \times .072) \times 3) + ((\$2,519.87 \times .072)/31) \times 29 = \714.01735 .

The two bedrooms are worth 36 percent of the monthly rent.²⁴ No evidence was presented that the closet doors were hanging precariously or dangerously, so loss of the closet doors, while inconvenient, is not a serious condition and is therefore reasonably worth three percent of the 36 percent, or 1.08 percent of the monthly rent.²⁵ The time period from January 1, 2023 through the date of the Hearing, October 30, 2025, is two years, nine months, and 29 days. The total rent reduction is \$923.54.²⁶

(iv) Refrigerator

Ms. Zamora notified Ms. Zhang that the refrigerator was broken on April 19, 2024, and Ms. Zhang responded quickly, replacing the refrigerator the next day. Petitioners complain that the new refrigerator is smaller than the old one. If Ms. Zhang had not replaced the refrigerator at all, there would be a habitability issue, but replacing a larger refrigerator with a smaller one is more in the nature of a housing service and will be discussed in Section VII. F(i), below.

(v) Leak Under Sink in Kitchen

Ms. Zhang sent ██████ to repair the leak under the kitchen sink promptly after Petitioners notified her. The repair was performed, and there were no further complaints about the leak. Therefore, a rent reduction is not appropriate. However, Petitioners testified credibly that ██████ did not pull up the surface on which the water damage appeared in order to check for further damage, such as dry rot or mold. No further problems have surfaced under the sink, and it appears that the mold is coming from outside due to improper waterproofing. However, should there be further problems due to the manner in which the repair to the kitchen sink was performed, Petitioners may bring a new Petition.

The total amount of rent reduction for failure to maintain habitable premises is \$12,834.77 + \$923.54, which equals \$13,758.31.

Ms. Zhang/Respondent shall be required to make ongoing payments for any condition discussed herein which had not been repaired at the time of the Hearing.

Pursuant to CSFRA Section 1707(f), “No Rent increase shall be effective if the Landlord...(2) has failed to maintain the Rental Unit in compliance with Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10.” Therefore, the rent

²⁴ Calculated as $.18 \times 2$, as it has been established that each room in the Affected Unit is worth 18 percent of the monthly rent.

²⁵ Calculated as $.36 \times .03 = .0108$.

²⁶ Calculated as $((\$2,519.87 \times .0108) \times 33) + ((\$2,519.87 \times .0108)/31) \times 29 = \923.54048 .

increase in 2023 is required to be voided in accordance with Section 1707(f) because there were outstanding habitability issues when the increase was imposed, in addition to the reasons for voiding it discussed in Sections VII. C and D, above. Additionally, until all conditions that fall within the Code sections discussed in this Decision Section VII are ameliorated, Ms. Zhang/Respondent may not impose future rent increases for the Affected Unit.

F. Housing Services

Pursuant to CSFRA Section 1710(c), “[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. A 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. The Petition must specify the circumstances alleged to constitute a decrease in Housing Services or maintenance and demonstrate that the Landlord was provided with reasonable notice and an opportunity to correct in like manner to Petitions filed pursuant to Subsection 1710(b)(2) herein.”

CSFRA Section 1702(h) defines “Housing Services” as including “but... not limited to, repairs, maintenance, ...laundry facilities and privileges, janitor services, refuse removal,... and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.”

As mentioned above, CSFRA Regulations, Chapter 4, Section F.2 states that in a Petition for a rent reduction based on a reduction in Housing Services, “[t]he Tenant must demonstrate that the Landlord was provided with reasonable notice (by providing proof of written notice) and opportunity to correct the conditions that form the basis of this Petition.” The same argument presented above concerning the inapplicability of the requirement of written notice applies to allegations of a decrease in Housing Services.

(i) Refrigerator

Mr. Robles testified credibly that the new refrigerator is six to eight inches smaller in height and eight to ten inches smaller in width than the old refrigerator. Ms. Zhang testified that when she purchased the refrigerator, she did not pay much attention to the size of the refrigerator; since her perception was that the kitchen was small, she thought it would need a small refrigerator. The difference in size between the two refrigerators is significant given the size of Petitioners’ family. When Petitioners occupied the Affected Unit, they had an adequately sized refrigerator, and since April 19, 2024, they have had an inadequately sized refrigerator. Having an appropriately sized refrigerator was a “benefit...connected with

the use or occupancy” of the Affected Unit at the time that Petitioners occupied it and thus constitutes a Housing Service. Ms. Zamora testified credibly that when she received the new refrigerator, she verbally informed Ms. Zhang that it was too small, and, rather than replacing the smaller refrigerator, Ms. Zhang responded that Ms. Zamora could purchase a larger refrigerator and take it with her when she vacates the Affected Unit. For the foregoing reasons, there has been a decrease in a Housing Service, Ms. Zhang had adequate notice of the decrease and an opportunity to remedy it, which she failed to do, and Petitioners are entitled to a rent reduction.

Having a refrigerator is reasonably worth 25 percent of the value of the kitchen. Having the larger refrigerator rather than the smaller refrigerator is reasonably worth 25 percent of that 25 percent value, or 6.25 percent. As discussed above, the kitchen is reasonably worth 18 percent of the monthly rent, and 6.25 percent of that 18 percent is 1.125 percent of the monthly rent.²⁷

The smaller refrigerator has been in place since April 19, 2024. Ms. Zhang was on notice from that date since she failed to measure the old refrigerator, and her lack of attention resulted in the wrong size being ordered. The time period between April 19, 2024 and the Hearing date of October 30, 2025 constitutes one year, six months and 11 days. The total rent reduction is \$520.33.²⁸

(ii) Inadequate Laundry Facilities

CSFRA Section 1702(h) defines Housing Services as including “laundry facilities and privileges.” Petitioners presented evidence in the form of a text message that they notified Ms. Zhang that the washing machine at the Property was not working on October 18, 2022. It was not repaired until April 3, 2025, as evidenced by photographs provided by Petitioners. Ms. Zhang did not challenge this time period and testified that she was not certain of exactly how long the washing machine was out of service, but it was “quite a few months.” Since Petitioners were deprived of an on-site washing machine, a Housing Service that they had previously enjoyed, and instead had to go to a laundromat, they are entitled to a rent reduction.

As discussed above, the common area is reasonably worth 10 percent of the monthly rent. The only amenities in the common area are the laundry room, parking, and the dumpster for trash. It is therefore reasonable to assign one-third of the value of the common area to the laundry room, and 50 percent of that to the washing machine, since there is also a

²⁷ Calculated as $.0625 \times .18 = .01125$.

²⁸ Calculated as $((\$2,519.87 \times .01125) \times 18) + ((\$2,519.87 \times .01125) / 31) \times 11 = \520.33283 .

dryer in the laundry room. While Petitioners testified that the dryer does not work well, that problem was not raised in the Petition, so no rent reduction will be allotted for that complaint. The value of the washing machine is thus 1.67 percent of the monthly rent.²⁹

The washing machine should have been repaired or replaced within 14 days of notice to Ms. Zhang, which would have been November 1, 2022. The period between November 1, 2022 and April 3, 2025 is two years, five months and two days. The total rent reduction for the washing machine is \$1,223.09.³⁰

(iii) Inadequate Trash Containers

CSFRA Section 1702(h) defines Housing Services as including refuse removal. Petitioners testified and presented documentary evidence in the form of text messages that on or about October 18, 2022, Ms. Zhang removed the large dumpster from the parking area and replaced it with trash cans for each unit. Ms. Zhang testified credibly that each trash can could hold 64 gallons. Mr. Robles testified credibly that he informed Ms. Zhang that the individual can was not large enough for his family even with recycling put in proper bins. Petitioners testified that about four or five months after they and other tenants complained, Ms. Zhang replaced the individual trash cans with the dumpster.

The replacement of a dumpster which was adequate for trash collection with a receptacle that was inadequate constitutes a decrease in a Housing Service. Ms. Zhang was notified about the inadequacy of the trash cans on October 18, 2022, and she should have reinstalled the dumpster within a month of that, by November 18, 2022. Mr. Robles testified that the dumpster was reinstalled four or five months after it was removed, which would have been February or March 2023, and, as discussed above, Ms. Zhang did not contest any of Petitioners' factual timelines. It is reasonable to assume that the dumpster was reinstalled on or about February 18, 2023. The time period between November 18, 2022 and February 18, 2023 is three months.

Assigning one-third of the value of the common area to the dumpster, it is worth .0333, or 3.33 percent of the monthly rent.³¹ The total rent reduction for the dumpster is \$251.74.³²

(iv) Fence

²⁹ Calculated as $(.1 \times .333) \times .5 = .01665$.

³⁰ Calculated as $((\$2,519.87 \times .0167) \times 29) + ((\$2,519.87 \times .0167)/31) \times 2 = \$1,223.08799$.

³¹ Calculated as $.1 \times .333 = .0333$.

³² Calculated as $((\$2,519.87 \times .0333) \times 3) = \251.73501 .

Petitioners testified that the replacement of the dilapidated but taller fence on one side of the Property with a new but shorter fence resulted in easier access to the Property by trespassers and problems with security. Ms. Zhang testified that she was unaware of problems with theft on the Property. She also pointed out that the Property is generally open to the public and does not have a security gate.

While a security fence on the Property could fall within the definition of a Housing Service, as a benefit or privilege connected to the use of the Property, there was insufficient reliable evidence of increased trespassing and theft on the Property and of the alleged increases in trespassing and theft being related to the lower fence, since, as Ms. Zhang pointed out, the front of the Property is not enclosed by a gate and is open to the public.

For the foregoing reasons, there is no rent reduction for the shorter fence. However, Ms. Zhang might consider addressing security issues on the Property to protect tenants from further criminal behavior.

The total amount of the rent reduction for decreases in Housing Services is \$520.33 + \$1,223.09 + \$251.74, which equals \$1,995.16.

VIII. CONCLUSIONS OF LAW AND DECISION

Based upon the above findings of fact and discussion, it is hereby decided that:

1. In 2021 and 2022, the prior owner and Ms. Zhang/Respondent were not substantially compliant with the CSFRA as set forth in CSFRA Regulations Ch. 12, because they failed to register the Property with the Rent Stabilization Division pursuant to CSFRA Regulations Ch. 11.
2. While the Property was out of compliance due to failure to register pursuant to CSFRA Regulations Ch. 11, Ms. Zhang/Respondent imposed an unlawful rent increase effective November 1, 2022, in contravention of CSFRA Section 1707(f) (1).
3. Ms. Zhang/Respondent imposed an unlawful rent increase pursuant to CSFRA Sections 1706 and 1707 by imposing a fee for services effective November 1, 2023 shortly after having imposed a rent increase.
4. Petitioners met their burden of proof to show that Ms. Zhang/Respondent failed to maintain habitable premises pursuant to CSFRA Section 1710(b) for the following conditions: (a) dampness and mold in the bedrooms, living room, kitchen, and bathroom; (b) a moldy and worn carpet; and (c) broken closet doors. Petitioners did not meet their burden of proof with respect to the leak under the sink.

5. Petitioners met their burden of proof to show that Ms. Zhang/Respondent decreased Housing Services pursuant to CSFRA Section 1710(c) based on the following conditions: (a) a broken refrigerator replaced with a smaller refrigerator; (b) a broken washing machine; and (c) inadequate trash containers. Petitioners did not meet their burden of proof with respect to the fence in the parking area.

6. The monthly rent for the Affected Unit is hereby rolled back to \$2,519.87.

7. Ms. Zhang/Respondent shall refund to Petitioners the total amount of (a) \$24,282.35; (b) plus any additional amounts exceeding the current lawful rent of \$2,519.87 for the Affected Unit that may have been paid or be paid by Petitioners on or after November 6, 2025, including late fees associated with nonpayment of Latchel fees and other related fees; and shall (c) apply any continuing reductions of rent per month for Habitability and/or Housing Services issues that have remained ongoing after October 30, 2025, as outlined in Attachment 2, Award Schedule, appended hereto. As of the date of the Hearing, the following conditions had failed to be addressed: (i) dampness and mold in the children's bedroom and kitchen; (ii) the replacement of the closet doors in the bedrooms; and (iii) the replacement of the refrigerator with one that is substantially the same size as the refrigerator that was in the Affected Unit when Petitioners occupied it.

8. In the event that Petitioners do not receive full payment of \$24,282.35 from Ms. Zhang/Respondent as ordered in this Decision within thirty (30) days after the Decision becomes final, Petitioners shall be entitled to withhold rent payments until such time as Petitioners have withheld a total of \$24,282.35, less any sums Ms. Zhang/Respondent have paid directly to Petitioners pursuant to this Decision. Petitioners may refer to Attachment 2, Award Schedule, for a Credit Schedule setting forth the amounts Petitioners may withhold. As set forth below, Ms. Zhang/Respondent may not issue a rent increase to Petitioners until (a) Petitioners have received from Ms. Zhang/Respondent all amounts ordered by this Decision to be paid and (b) all conditions ordered to be repaired have been satisfactorily repaired.

9. In the event that this Decision is appealed, the final appeal decision shall include an updated refund schedule as applicable. Additionally, if this Decision is appealed, pending the outcome of the appeal, this Decision will not be considered final, and Petitioners shall continue to pay the monthly rent of \$2,778.15 until the appeal decision is final.

10. In the event that either Petitioners or Ms. Zhang/Respondents terminate Petitioners' tenancy for any reason prior to delivery of the payments ordered by this Decision, the total amount then owed shall become 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.

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

12. Subject to the paragraph below, and pursuant to CSFRA Sections 1706(a), (b) and 1707(c), (f), Ms. Zhang/Respondent may not issue a Rent increase for the Affected Unit until (1) all refunds due to Petitioners are fully paid, and (2) Ms. Zhang/Respondent have provided written notice to Petitioners of the rent increase at least 30 days in advance of such increase in the manner prescribed by the CSFRA and California law. It should be noted that CSFRA Regulations Ch. 7, Section B.1 requires that a notice in substantially the same form as that promulgated by the Rental Housing Committee must be served on Tenants for all rent increases.

13. In addition to abiding by the requirements of the paragraph above, Ms. Zhang/Respondent may not issue a rent increase for the Affected Unit if Ms. Zhang/Respondent are in violation of any of the provisions set forth in CSFRA Section 1707(f)(1)-(3) and CSFRA Regs. Ch. 12, Section B, which require substantial compliance with the CSFRA and include, among other things, charging only lawful amounts of rent, registering the Property annually with the Rent Stabilization Division (see CSFRA Regs. Ch. 11), refunding all unlawfully charged rents for all Tenants, and maintaining the Property in habitable condition according to state law and the CSFRA, including making all repairs ordered hereunder or required by the City Building Department or other department of the City of Mountain View as a result of Multi-Family Housing Program Inspections. Only when Ms. Zhang/Respondent have complied with all of the provisions of this paragraph and paragraph 12, above, may Ms. Zhang/Respondent issue a rent increase, provided that they do so in a manner consistent with the CSFRA and California law.

15. 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.

Date: December 22, 2025



Barbara M. Anscher
Hearing Officer

ATTACHMENT 1 – EXHIBITS

Hearing Officer Exhibits

Exhibit #1: Notice of Filing of Downward Adjustment of Rent Petition, dated 7/18/2025

Exhibit #2: Notice of Acceptance and Forwarding of Petition, with Hearing Information Sheet attached, dated 8/25/2025

Exhibit #3: Notice of Prehearing Meeting and Hearing Date, with Hearing Information Sheet attached, dated 8/29/2025

Exhibit #4: Screenshot from Rent Stabilization Division Portal, showing registration status

Exhibit #5: Mountain View Fire Department Fire Safety Notices, 2011 and 2016; and Mountain View Division of Fire and Environmental Safety Inspection Reports, 1/17/2018 through 4/3/2024

Exhibit #6: Notice of Hearing Officer Prehearing Order and Notice of Hearing, with attached Hearing Information Sheet, dated 9/26/2025

Exhibit #7: City of Mountain View Fire and Environmental Protection Division Inspection Report, dated 9/24/2025

Exhibit #8: Hearing Officer Post-Hearing Order, dated 10/30/2025

Exhibit #9: Notice of Hearing Officer Post-Hearing Order, dated 11/3/2025

Petitioners' Exhibits—submitted prior to the Hearing

Exhibit #1: Tenant Petition for Downward Rent Adjustment, with Notice of Submission and Proof of Service, dated 7/11/2025

Exhibit #2: Text message re mold, undated, with comments that it was from 2/9/2023

Exhibit #3: Text message re mold, dated 2/13/2023

Exhibit #4: Two photographs of cracked walls with mold, undated

Exhibit #5: Two photographs of ceiling and wall with mold, undated

Exhibit #6: Photograph of wall with mold, undated

Exhibit #7: Photograph of mold, undated

Exhibit #8: Letter from Blanca Zamora to Linda Zhang, dated 2/23/2023

- Exhibit #9: Two photographs of carpet, undated
- Exhibit #10: Letter from physician, dated 2/14/2023
- Exhibit #11: Text message, dated 2/20/2024
- Exhibit #12: Two photographs of walls with mold, undated
- Exhibit #13: Photograph of cracked wall with mold, undated
- Exhibit #14: Two photographs, dated 4/24/2024
- Exhibit #15: Photograph, dated 4/23/2024
- Exhibit #16: Text message, dated 4/17/2024
- Exhibit #17: Photograph, dated 4/18/2024
- Exhibit #18: Text message, dated 4/24/2024
- Exhibit #19: Photograph of dehumidifier, undated
- Exhibit #20: Text message with photographs of interior of refrigerator, dated 4/19/2024
- Exhibit #21: Text message re refrigerator, undated
- Exhibit #22: Notice of rent increase, dated 9/27/2022
- Exhibit #23: Rent receipts, dated 8/2/2018, 9/4/2018, 9/2/2019, 5/5/2020
- Exhibit #24: Tenant rent ledger, dated 10/1/2022 through 3/5/2025
- Exhibit #25: Contract for the Rental of Residential Property, dated 9/14/2017
- Exhibit #26: Film of alleged car burglary, undated
- Exhibit #27: Film of closet door, undated
- Exhibit #28: Film of carpet, undated
- Exhibit #29: Film of electrical outlet in bedroom, undated
- Exhibit #30: Film of bathroom tile, undated
- Exhibit #31: Film of bathroom repair, undated
- Exhibit #32: Film of cracked wall with mold, undated
- Exhibit #33: Film of mold on wall, undated
- Exhibit #34: Film of mold on wall, undated

- Exhibit #35: Film of mold on mattress, undated
- Exhibit #36: Film of mold on mattress, undated
- Exhibit #37: Photograph of appliance, undated
- Exhibit #38: Twelve photographs of bathroom, undated
- Exhibit #39: Five photographs of carpet, undated
- Exhibit #40: Two photographs of closet door, undated
- Exhibit #41: Six photographs of moldy walls, undated
- Exhibit #42: Photograph of moldy curtain, undated
- Exhibit #43: Two photographs of patched walls, undated
- Exhibit #44: Two photographs of water damage under sink and around window, undated
- Exhibit #45: Photograph of carpet, dated 2/29/2024
- Exhibit #46: Photograph of carport, dated 5/31/2025
- Exhibit #47: Photograph of an appliance, dated 11/12/2022
- Exhibit #48: Photograph of missing bathroom floor tiles, dated 11/12/2022
- Exhibit #49: Photograph of bathroom ceiling fan, dated 4/13/2025
- Exhibit #50: Photograph of peeling bathroom ceiling, dated 11/12/2022
- Exhibit #51: Photograph of moldy tile in bathroom, dated 6/16/2024
- Exhibit #52: Photograph of moldy tile in bathroom, dated 6/20/2024
- Exhibit #53: Photograph of bathtub faucet handles, dated 4/13/2025
- Exhibit #54: Photograph of construction debris in bathroom, dated 4/13/2025
- Exhibit #55: Photograph of cluttered room, dated 4/18/2024
- Exhibit #56: Photograph of cluttered kitchen, dated 4/17/2024
- Exhibit #57: Photograph of cluttered room, dated 4/17/2024
- Exhibit #58: Photograph of carpet, dated 4/17/2024
- Exhibit #59: Photograph of carpet, dated 4/17/2024
- Exhibit #60: Photograph of carpet, dated 4/17/2024

- Exhibit #61: Photograph of carpet, dated 2/29/2024
- Exhibit #62: Photograph of carpet, dated 2/29/2024
- Exhibit #63: Photograph of closet, dated 3/13/2024
- Exhibit #64: Photograph of wall with mold, dated 2/13/2023
- Exhibit #65: Screenshot of text messages to Linda and photographs of moldy wall, dated 2/14/2023
- Exhibit #66: Screenshot of text exchange with Linda with photograph of moldy wall, dated 2/13/2023
- Exhibit #67: Photograph of cracked and moldy wall, dated 12/2/2024
- Exhibit #68: Photograph of cracked and moldy wall, dated 2/18/2023
- Exhibit #69: Photograph of moldy ceiling, dated 2/9/2023
- Exhibit #70: Photograph of moldy mattress, dated 2/8/2023
- Exhibit #71: Photograph of patched wall, dated 3/16/2023
- Exhibit #72: Photograph of additional patched wall, dated 3/16/2023
- Exhibit #73: Photograph of water damage under sink, dated 11/12/2022
- Exhibit #74: Photograph of damaged wood around window, dated 4/23/2024
- Exhibit #75: Photograph of mold on surface, dated 2/26/2025
- Exhibit #76: Photograph of mold on mattress dated 2/18/2023
- Exhibit #77: Screenshot of text message to Linda about mold, with photograph attached, dated 3/31/2025
- Exhibit #78: Screenshot of text message to Linda about mold, with photograph attached, dated 2/9/2023
- Exhibit #79: Screenshot of text message to Linda about mold, with photograph attached, dated 2/13/2023
- Exhibit #80: Photograph of cracked wall with mold, dated 2/29/2024
- Exhibit #81: Photographs of construction equipment in bathroom, dated 4/13/2025
- Exhibit #82: Photograph of mold in tiles in bathroom, dated 6/20/2024

Exhibit #83: Photograph of wall, dated 3/20/2024

Exhibit #84: Photograph of wall with dry wall removed and insulation exposed, dated 4/23/2025

Exhibit #85: Screenshot of exchange of text messages with [REDACTED] re cracked pipe under sink, dated 8/17/2023, 8/18/2023.

Exhibit #86: Screenshot of exchange of text messages with [REDACTED] re kitchen faucet, dated 9/6/2023

Exhibit #87: Screenshot of exchange of text messages with [REDACTED] re washing machine, dated 9/21/2023

Exhibit #88: Screenshot of text message to Linda re mold, dated 2/9/2023

Exhibit #89: Screenshot of text message exchange with Linda re mold, dated 2/13/2023, 2/14/2023, and 2/15/2023

Exhibit #90: Screenshot of text message exchanges with Linda re mold, refrigerator, shower, dated 2/20/2024, 4/17/2024, 4/19/2024, 4/20/2024, 3/31/2025, 4/13/2025, 4/14/2025, 4/23/2025

Petitioners' Exhibits submitted post-Hearing

Exhibit #91: Tenant Rent Ledger, 10/1/2022 through 11/6/2025

Exhibit #92: Proof of payment of rent in the form of bank statements dated June 7 through July 7, 2022 and check dated 8/24/2022

Exhibit #93: Text messages with Landlord 2022 through 2024

Exhibit #94: Text messages re rent

Exhibit #95: Text messages re washing machine

Landlord's Exhibits

Exhibit #1: Petition Response Form, dated 8/13/2025

Exhibit #2: Photographs, undated, labeled as follows:

- (a) "Wood floor installed for allergies" – four photographs
- (b) "New Bathroom -new shower, new vent, new floor, new ceiling" – one photograph
- (c) "New closet door for the hallway" – one photograph

(d) "New Blinds for Patio [REDACTED]" – one photograph

(e) "Big Dumpster in the Backyard" – one photograph

Hearing Officer Decision re Unlawful Rent

Month/Year of Rent Payment	Actual		Lawful Rent	Payments in Excess by Petitioner
	Premises Rent Paid	Additional Services Paid		
11/1/2022	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
12/01/2022	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
01/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
02/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
03/01/2023	\$ 2,350.00	\$ -	\$ 2,519.87	\$ (169.87)
04/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
05/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
06/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
07/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
08/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
09/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
10/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
11/1/2023	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
12/1/2023	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
01/01/2024	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
02/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
03/01/2024	\$ -	\$ -	\$ 2,519.87	\$ (2,519.87)
04/01/2024	\$ 6,544.45	\$ -	\$ 2,519.87	\$ 4,024.58
05/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
06/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
07/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
08/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
09/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
10/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
11/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
12/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
01/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
02/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
03/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
04/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
05/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
06/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
07/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
08/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
09/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
10/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
11/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
12/01/2025	TBD	\$ -	TBD	\$ -
TOTAL*				\$ 8,528.88

* The total does not include the potential amounts overpaid after 11/01/2025

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
Moisture and Mold					\$ -		\$ -	\$ -	\$ -
Children's bedroom and kitchen	3/11/2023	5/31/2023	2	20	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 959.83
	10/1/2023	5/31/2024	7	30	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 2,891.19
	10/1/2025	10/30/2025	0	29	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 339.45
Children's bedroom and kitchen	10/31/2025	TBD	TBD	TBD	\$ 2,519.87	14.4%	TBD	\$ 11.71	TBD
Other bedroom and living room	3/11/2023	5/31/2023	2	20	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 959.83
	10/1/2023	4/17/2024	6	16	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 2,364.45
Bathroom	3/11/2023	4/23/2025	25	12	\$ 2,519.87	7.2%	\$ 181.43	\$ 5.85	\$ 4,606.00
Carpet	6/1/2023	9/30/2023	3	29	\$ 2,519.87	7.2%	\$ 181.43	\$ 5.85	\$ 714.02
Broken Closet Doors	1/1/2023	10/30/2025	33	29	\$ 2,519.87	1.08%	\$ 27.21	\$ 0.88	\$ 923.54
Broken Closet Doors	10/31/2025	TBD	TBD	TBD	\$ 2,519.87	1.08%	TBD	\$ 0.88	TBD
Refrigerator	NA	NA	NA	NA	NA	NA	NA	NA	NA
Leak Under Sink in Kitchen	NA	NA	NA	NA	NA	NA	NA	NA	NA
Refrigerator	4/19/2024	10/30/2025	18	11	\$ 2,519.87	1.125%	\$ 28.35	\$ 0.91	\$ 520.33
Refrigerator	10/31/2025	TBD	TBD	TBD	\$ 2,519.87	1.125%	TBD	\$ 0.91	TBD
Inadequate Laundry Facilities	11/1/2022	4/3/2025	29	2	\$ 2,519.87	1.67%	\$ 42.08	\$ 1.36	\$ 1,223.09
Inadequate Trash Containers	11/8/2022	2/18/2023	3	0	\$ 2,519.87	3.33%	\$ 83.91	\$ 2.71	\$ 251.74
TOTAL**									\$ 15,753.47

** The total does not include the potential amounts overpaid after 10/30/2025

*** The highlighted lines show an ongoing issue.

TOTAL REFUND OWED TO PETITIONER \$ 24,282.35

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
01/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
02/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
03/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
04/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
05/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
06/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
07/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
08/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
09/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -

10/01/2026	\$ 2,519.87	\$ 1,603.52	\$ 916.35
TOTAL***		\$ 24,282.35	

*** The total does not include the potential amounts overpaid after 10/30/2025

Refund Schedule

Month/Year Refund Due	Overpayment Type	Refund Due
01/01/2026		\$ 24,282.35
TOTAL		\$ 24,282.35